

# 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 12

November 7, 2014

Opus 2 International - Official Court Reporters

Phone: +44 (0)20 3008 5900  
Email: [transcripts@opus2.com](mailto:transcripts@opus2.com)  
Website: <http://www.opus2.com>

1 Friday, 7 November 2014  
 2 (10.30 am)  
 3 MR KAMALJIT SINGH (continued)  
 4 Cross-examination by MR STUART (continued)  
 5 MR JUSTICE NUGEE: Yes, good morning.  
 6 MR STUART: Good morning, my Lord.  
 7 MR JUSTICE NUGEE: When you are ready, Mr Stuart.  
 8 MR STUART: Mr Singh, I think we had reached -- we have  
 9 dealt with the issue of your contract and your salary,  
 10 which was paragraph 15 of your witness statement.  
 11 {C/1/4} You refer there to the period March 2008.  
 12 So, we are in bundle E5; could you just be handed E5  
 13 for the moment.  
 14 Do you remember I asked you yesterday whether,  
 15 before you joined the store in July 2008 -- remember,  
 16 you bought your shares in July 2008; you were appointed  
 17 by a board meeting on 16 July 2008, and you had your  
 18 introductory walk round the next week. Do you remember?  
 19 That's when you started, end of July 2008?  
 20 A. Yes.  
 21 Q. I asked you yesterday whether you had discussions with  
 22 people regarding the operations at the store and  
 23 generally, regarding joining the store -- or rather your  
 24 role in the store -- before you joined; and you said,  
 25 no, you hadn't spoken to anybody about that. Do you

1

1 remember? Before you joined?  
 2 A. You was talking about the shares -- the sale of the  
 3 shares?  
 4 Q. No, I was asking you about you discussing how the store  
 5 operated; Ms Birdi's role?  
 6 A. Yes.  
 7 Q. What your role would be?  
 8 A. Yes. We had a meeting, myself, Ms Birdi and  
 9 Mr McGonagle.  
 10 Q. In?  
 11 A. In March.  
 12 Q. Right.  
 13 A. So we did at that point discuss -- that was our first  
 14 introductory meeting that we had.  
 15 Q. Okay. So when do you say that Ms Birdi knew that you  
 16 were joining the store?  
 17 A. I don't know when she would have found out but that  
 18 was -- I'm assuming it would have been prior to our  
 19 meeting that we had in March.  
 20 Q. And how did it come about that it was agreed that you  
 21 would join the store because, you see, in paragraph 15  
 22 of your witness statement {C/1/4} you refer to your --  
 23 page 1217. 12 March: {E/307/1217}  
 24 "Dear Kam ..."  
 25 This is from Mr Ryan, the business transfer services

2

1 manager. Do you see that? This is the one where you  
 2 delete the £32,500 and you insert £42,000. Do you  
 3 remember?  
 4 A. Yes.  
 5 Q. So that's 12 March. But prior to 12 March, you must  
 6 have had some discussions with SOG about you joining the  
 7 store?  
 8 A. The discussions I had were with Mr Ryan. I obviously  
 9 sent some emails to Cristina del Grazia, showing our  
 10 interest in the business, but they are the only  
 11 discussions I had prior to this.  
 12 Q. Okay. If you go back to few pages to page 1209,  
 13 {E/301/1209} there is an email to Mr Ryan from  
 14 John Perkins -- or John Perkins' PA, but it's signed off  
 15 "John Perkins". Do you know who Mr Perkins is?  
 16 A. Yes.  
 17 Q. That's back on 4 March. Do you see, he is saying:  
 18 "Michael  
 19 "Just using part of my holiday to catch up on Board  
 20 notes..."  
 21 Do you see that:  
 22 "... I just want to make sure that ..."  
 23 And then something is blacked out. I think it has  
 24 nothing to do with Dartford, but number 2:  
 25 "In respect of Dartford, as far as I am aware,

3

1 the Board have signed off on Kam and his involvement  
 2 within this store. Clearly the sooner we can get this  
 3 individual in the better."  
 4 So who had you been speaking to prior to 4 March?  
 5 A. As I said, I've only ever spoken to, physically spoken  
 6 to Michael Ryan on the phone, and the rest of the  
 7 communication has been by emails and they have all been  
 8 disclosed.  
 9 Q. Those were the three emails in which you were just  
 10 pressing for news?  
 11 A. That's it, yes.  
 12 Q. So when you were speaking to Mr Ryan, what were you  
 13 speaking about? The terms upon which you were joining?  
 14 A. No, at that time Mr Ryan wasn't -- basically Mr Ryan's  
 15 answer to me was that they weren't available. So in the  
 16 period up -- well, it was almost -- from my initial  
 17 interest in the store in January 2007 to the point I got  
 18 it, it was almost a year and a half, I think it was.  
 19 So -- and sometimes it was just a general phone call,  
 20 just how things are going, or it may have been a call  
 21 about other stores or other opportunities that may be  
 22 available in the business.  
 23 Q. Okay. If you go back -- let's go back a month. 1197.  
 24 {E/293/1197} Mr Ryan is writing to Mr Massey. This is  
 25 all within Specsavers, so of course you didn't receive

4

1 these emails, but I wonder whether this sheds some light  
 2 on your discussions with Mr Ryan. Do you see 1197?  
 3 4 February 2008. We read them in reverse order, so we  
 4 read the bottom email first: {E/293/1197}  
 5 "Hi Michael ..."  
 6 This is from Mr Massey:  
 7 "Please could you advise me on any pending sales for  
 8 the SOG current investment assets held."  
 9 Then there is a list of them and Dartford is one of  
 10 those; do you see? And the answer comes back:  
 11 "Hi Stuart..."  
 12 Leave aside --  
 13 "[something] sale has already completed (end of  
 14 Jan), and the intention is to sell [something] Dartford  
 15 and [something], hopefully in the not to distant future.  
 16 We have prospective partners for Dartford and ..."  
 17 Somewhere else; do you see that?  
 18 A. Yes.  
 19 Q. So were you speaking to Mr Ryan before 4 February?  
 20 A. As I said, I don't know the times I spoke to him but  
 21 I spoke -- I started speaking to Mr Ryan  
 22 since January 2007. So I had numerous phone call  
 23 conversations with Mr Ryan.  
 24 Q. Okay. Let's skip back forward then. 1210. Page 1210,  
 25 5 March. {E/302/1210} Michael is replying to

1 John Perkins's PA:  
 2 "Hi John,  
 3 "Dartford - I have spoken to Kam Singh, who still  
 4 wants the Dartford shares, and he will start the process  
 5 of selling his Grays shares. He will also call  
 6 Michael McGonagle, who I have asked to facilitate the  
 7 initial meeting with Swarandeeep, and generally manage  
 8 Kam's introduction to the store."  
 9 Do you see that?  
 10 A. Yes.  
 11 Q. So as at 5 March, were you aware that you were approved?  
 12 A. I don't remember the exact date that Mr Ryan informed me  
 13 that the shares are available, but I think -- if we  
 14 refer to the actual letter that he sent me, he would  
 15 have phoned me the day or day before, I believe.  
 16 Q. Plainly, reading that letter, he has spoken to you and  
 17 it looks like the deal is -- subject to the figures,  
 18 perhaps -- it looks like the deal is done. You are in;  
 19 you are going to be the new partner at Dartford and they  
 20 are talking about how to:  
 21 "... generally manage Kam's introduction to the  
 22 store."  
 23 Would that be fair?  
 24 A. Yes.  
 25 Q. Okay. So then you get your letter, 1215 -- or 1217 is

1 the version which you have amended, so we will use that  
 2 one. {E/307/1217} And you say that price, that wasn't  
 3 discussed before you received the letter, the £60,000.  
 4 Is that right?  
 5 A. We didn't -- that's the first time --  
 6 Q. You got the price?  
 7 A. Yes -- no.  
 8 Q. That's fine.  
 9 A. We may have talked about it on the phone; I can't  
 10 remember.  
 11 Q. You can't remember. Fine. And on the salary side. Do  
 12 you see the letter at the bottom? It says:  
 13 "As discussed ..."  
 14 Page 1217 at the bottom under "Salary": {E/307/1217}  
 15 "As discussed, you will be acting as the DO/Retail  
 16 partner in Dartford, and will therefore be paid in the  
 17 region of £32,500 per annum in salary."  
 18 Do you see? Had you discussed that with Mr Ryan?  
 19 A. Yes, we talked about the salary.  
 20 Q. Okay. You then change that to:  
 21 "£42,000 plus any P11D/car payment that Swarandeeep  
 22 is taking."  
 23 So any additional benefits and the equivalent of her  
 24 car benefits. That's what you are seeking as your basic  
 25 salary; yes?

1 A. I was seeking the basic salary plus any benefits she  
 2 had.  
 3 Q. Yes, all as part of your employment rights, as it were.  
 4 Obviously, at this point, you haven't met Ms Birdi,  
 5 as you say in your witness statement. That's right,  
 6 isn't it?  
 7 A. No, that's right.  
 8 Q. Specsavers hadn't sought to introduce you to her, to see  
 9 whether you got on?  
 10 A. No.  
 11 Q. To see whether your plans for the store might be  
 12 compatible?  
 13 A. No, no, the first meeting was -- I can't remember the  
 14 exact date but it's in my statement. It was in March,  
 15 though.  
 16 Q. Well, if you look at paragraph 16, you say: {C/1/4}  
 17 "I subsequently signed the service contract with  
 18 Dartford Visionplus on 17 July 2008. At this point  
 19 I had not yet met Ms Birdi..."  
 20 Sorry, you are quite right, you did correct that  
 21 to -- let me just get the correction that you made. Do  
 22 you have the correction page? Does your Lordship have  
 23 the correction page?  
 24 MR JUSTICE NUGEE: "Having seen document E5/1227  
 25 {E/314/1227} I now recall meeting Ms Birdi

1 in March 2008, before I started work at the store."  
 2 MR STUART: This first meeting, you now recall it, yes?  
 3 A. Yes.  
 4 Q. What happened at the meeting?  
 5 A. There was an introductory meeting between myself,  
 6 Ms Birdi and Mr McGonagle and it took place in the store  
 7 and it was just a -- it was an introduction. And we did  
 8 look at the business, talk about the business, but  
 9 I thought it was a quite good initial meeting that we  
 10 had.  
 11 Q. You weren't yet -- you hadn't bought any shares. You  
 12 hadn't been appointed?  
 13 A. No.  
 14 Q. You weren't an employee?  
 15 A. No.  
 16 Q. You weren't a director?  
 17 A. No.  
 18 Q. This is 18 March. Is that right?  
 19 A. I can't remember the exact date.  
 20 Q. Or possibly the 19 March. If you go to page 1228,  
 21 {E/314.1/1228} this is your letter following the  
 22 meeting. Is that right?  
 23 A. That's right, yes.  
 24 Q. Then it says:  
 25 "... summarise some points following our meeting

1 yesterday (18 March)."  
 2 So I presume you are saying your meeting was on  
 3 18 March?  
 4 A. Yes.  
 5 Q. Is that right?  
 6 A. Correct.  
 7 Q. Are you saying that all these points were addressed at  
 8 the meeting, or is this more your plans for the store?  
 9 A. No, we talked about all of this stuff because I had had  
 10 information from the bottom lines. I had looked at the  
 11 bottom line information by that time.  
 12 Q. Hm-mm. But isn't it somewhat presumptuous of you? You  
 13 haven't bought the shares yet; you haven't been  
 14 appointed a director; you are not her partner?  
 15 A. I don't think there is anything wrong with it. We had  
 16 a business meeting, it was an introduction and I was  
 17 setting out, you know, what I thought were the key areas  
 18 in the business that needed addressing.  
 19 Q. Okay?  
 20 A. And at the time, Ms Birdi was in agreement with all of  
 21 this.  
 22 Q. Did you tell her that one of the key areas of the  
 23 business was that you were going to be paid £42,000  
 24 a year basic salary as a DO retailer? Because that's  
 25 going to add something to the expenses of the business,

1 isn't it?  
 2 A. That conversation never came up. Ms Birdi never asked  
 3 the question either.  
 4 Q. Nobody told her that you were going to be on this  
 5 significantly higher salary than her previous partner  
 6 had been on for the same job, DO retailer?  
 7 A. I don't know. I didn't have any conversations about my  
 8 salary to Ms Birdi.  
 9 Q. No. Perhaps you hadn't amended the letter of 12 March  
 10 by 18 March. When did you amend the letter? You see  
 11 it's dated 20 April, page 1218? {E/307/1218}  
 12 A. So, we met in March and following the meeting that we  
 13 had together, our first initial meeting, we discussed  
 14 various points about the business, and behind that, you  
 15 know, after the meeting, I was in contact with  
 16 Mr McGonagle quite a lot, to discuss the different  
 17 aspects of the business, where I see the business -- you  
 18 know, the areas of the business that needed improving,  
 19 et cetera.  
 20 Q. This is before you joined, so this is between March  
 21 and July?  
 22 A. This is before I signed the offer letter which is dated,  
 23 I think, in April at some point.  
 24 Q. Yes.  
 25 A. And then at that point I spoke to Mr McGonagle and one

1 of -- well, the quick fix for me was, like, the costs,  
 2 and one of the costs -- biggest costs, I thought, was  
 3 the ophthalmic contribution. So I wanted to address that  
 4 and to me, coming from a store where I was testing  
 5 originally as an optom director, I was testing six --  
 6 five or six days a week, I just thought it was an easy  
 7 solution to get the business into better shape. And  
 8 Mr McGonagle agreed that this is a quick fix and it was  
 9 actually one the factors that, you know, helped me  
 10 decide that this would be, you know, a good  
 11 relationship, because Mr McGonagle come back to me and  
 12 said that Ms Birdi was actually in agreement with  
 13 changing her testing and increasing it to -- I wanted  
 14 her to test five days a week but I was willing to  
 15 compromise at four, and when I had that communication  
 16 with Mr McGonagle, I then signed the offer letter. And  
 17 at that point I also changed the salary information.  
 18 Q. So it was with Mr McGonagle that you spoke about the  
 19 salary, not Mr Ryan?  
 20 A. Erm, no, I spoke to Mr Ryan and I don't know if I spoke  
 21 to Mr McGonagle about the salary. I may have done.  
 22 Q. Okay. Did you say -- did I understand your evidence to  
 23 be that you explained to Mr McGonagle that you were an  
 24 optician and that you were the optometrist director, the  
 25 OO, weren't you, over in Grays?

1 A. Initially.  
 2 Q. But obviously you weren't that by the time you were  
 3 leaving?  
 4 A. No.  
 5 Q. But you were still doing the occasional day testing; is  
 6 that right?  
 7 A. Sometimes, yes.  
 8 Q. Did you tell Mr McGonagle that you might be able to do  
 9 the occasional day testing at Dartford; you might be  
 10 able to?  
 11 A. I said that I would cover emergencies.  
 12 Q. Good, because that appears to be what Mr McGonagle told  
 13 Ms Birdi, isn't it, much later in the sequence of  
 14 events?  
 15 A. I don't know.  
 16 Q. Okay, I'll take you to that in a moment.  
 17 Anyway, Ms Birdi's response to your memo is at 1231.  
 18 Do you remember you received it 27 March? {E/316/1231}  
 19 "Dear Kam,  
 20 "Thank you for your thoughts in regards to the  
 21 Dartford store."  
 22 Do you see that? Do you see that?  
 23 A. I don't recall this but, yes, if this is an email to me,  
 24 is it?  
 25 Q. What, you don't recall receiving this?

1 A. Give me a moment to quickly read it and then I'll try  
 2 and refresh my memory.  
 3 Q. Okay. (Pause)  
 4 Do you recall it at all?  
 5 A. I don't recall this -- was it an email or a letter?  
 6 Q. I'm not sure. An email; I'm told it was an email.  
 7 A. I don't recall seeing that email.  
 8 Q. Okay. When you had your meeting with Ms Birdi -- and  
 9 I think you said Mr McGonagle was there at the same  
 10 time, is that right? The three of you were there  
 11 in March --  
 12 A. March, yes.  
 13 Q. Did you and Mr McGonagle tell her that you were actually  
 14 joining, that you had been approved by SOG and that you  
 15 were joining?  
 16 A. I think it was at that point -- obviously I had been  
 17 offered the store, so this was an introductory meeting  
 18 to see if -- you know, what we thought of each other.  
 19 Q. I see. So it was for her to get a view of you and you  
 20 to get a view of her?  
 21 A. I suppose so, yes.  
 22 Q. To see whether you can work together,  
 23 compatibility-wise?  
 24 A. Yes, like I said, it's an introductory meeting.  
 25 Q. Okay. It appears from this document that --

1 A. Sorry, which ...?  
 2 Q. Page 1231. {E/316/1231}  
 3 A. Okay.  
 4 Q. I know you say you can't recall receiving it, but if you  
 5 look at the last paragraph:  
 6 "I am in communication with SOG as currently I need  
 7 to resolve a number of outstanding issues with SOG and  
 8 I do not feel that it would be fair to you or me or any  
 9 other potential Director to get involved in the Dartford  
 10 store until these have been resolved."  
 11 Do you see that?  
 12 A. I see that written in this document, but I don't recall  
 13 having this document or ever seeing it before.  
 14 Q. Okay. At the end of the meeting that you say you had  
 15 with her, how was it left?  
 16 A. How ...?  
 17 Q. How was it left as regards whether or not you were going  
 18 to be joining the store?  
 19 A. I think -- well, I had my heart set on the store anyway,  
 20 as you know, because I had been chasing the store for  
 21 the best part of a year and a half, and for me, having  
 22 that meeting with Ms Birdi and Mr McGonagle, I thought  
 23 it was a very good meeting, it was constructive.  
 24 I thought I could work with Ms Birdi. So how did we  
 25 leave this -- you know, from after that meeting and

1 following the conversations with Mr McGonagle  
 2 thereafter, and Mr Ryan, I was happy to sign the  
 3 contract, which I did -- sorry, the offer letter,  
 4 in April.  
 5 Q. If you go to page 1233. {E/318/1233} Were you aware  
 6 that Ms Birdi was raising some issues about your  
 7 appointment, your potential -- the potential sale of the  
 8 shares to you?  
 9 A. No, I wasn't, no.  
 10 Q. I see, okay. I don't need to ask you about that.  
 11 Were you still speaking to Mr Ryan and Mr McGonagle  
 12 throughout this period of time then, after your meeting,  
 13 continuously up until you signed the agreement on  
 14 20 April 2008?  
 15 A. Yes, yes. I think at that point, once I have done  
 16 the -- signed the agreement with -- sorry, the offer  
 17 letter --  
 18 Q. Hm-mm.  
 19 A. -- I think the transition moved on to Mr McGonagle  
 20 because he was, like, looking after us and supporting  
 21 us -- supporting me into the practice and the whole  
 22 process.  
 23 Q. Hm-mm. When did you sell your shares in Grays?  
 24 A. I don't know the exact date, sorry.  
 25 Q. Roughly. July? When you bought the shares in Dartford?

1 Or back in March/April?  
 2 A. I really can't remember.  
 3 Q. All right. Fine. So you signed -- you send in the  
 4 letter, £42,000 plus, plus, plus?  
 5 A. Yes.  
 6 Q. And you sign it and you send it in. What response did  
 7 you get from Specsavers? They must have been quite  
 8 surprised to see you giving yourself a £10,000 pay rise?  
 9 A. No, it wasn't just a case of me saying, "That's it,  
 10 I want £42,000". There was discussions there with  
 11 Mr Ryan. I definitely had discussions with Mr Ryan  
 12 around the salary.  
 13 Q. You did? So he agreed the salary?  
 14 A. I don't know who agreed it but I said, "This is the  
 15 salary I request, to go into this business", and  
 16 I wasn't prepared to go in at the lower rate.  
 17 Q. Okay. So they have said £32,500 in a letter; you have  
 18 said £42,000 in a letter by sending it back. When does  
 19 the agreement take places as to your salary?  
 20 A. The agreement -- the agreement -- well, I had  
 21 conversations with the phone. So prior to me sending  
 22 that offer letter back, I would have had a conversation  
 23 and we discussed it on the telephone and then I agreed  
 24 to send the offer letter back and I said, "I will amend  
 25 it further to our discussions regarding salary".

17

1 Q. I just asked you about that and I said, "So did Mr Ryan  
 2 agree it with you?" and you said no, you had discussions  
 3 with Mr Ryan. So I'm now asking you: when was it  
 4 actually agreed?  
 5 A. It would probably be -- I don't know the date, I don't  
 6 know.  
 7 Q. Before or after you sent the letter back?  
 8 A. No, it would have been before. It would have been  
 9 before, so -- it may -- it may have been on the day that  
 10 I sent the letter back.  
 11 Q. Okay. And the only person you spoke to was Mr Ryan?  
 12 A. Yes.  
 13 Q. So you must have agreed it with Mr Ryan then. You are  
 14 saying Mr Ryan agreed to pay you £42,500 on behalf of  
 15 Dartford Visionplus Limited, your new employer?  
 16 A. Yes, he must have said --  
 17 Q. Mr Ryan?  
 18 A. Sorry, I don't understand.  
 19 Q. Mr Ryan is just in Business Transfers; he has got no  
 20 power or authority to act for Dartford Visionplus, your  
 21 new employer?  
 22 A. I wasn't aware. I don't know. I was discussing the  
 23 transfer of the shares and the salary and I don't know  
 24 what discussions Mr Ryan had with who. He was the only  
 25 person I was talking to.

18

1 Q. I see. Anyway, so you say that on or before 20 April,  
 2 Mr Ryan agreed that your salary was to be £42,000 and  
 3 that is why you amended it?  
 4 A. I had discussions with Mr Ryan around my salary and  
 5 I said that due to the level of work that I will have to  
 6 put into this business and due to my current salary, I'm  
 7 only prepared to go into this business for £42,000 basic  
 8 salary.  
 9 Q. Is there any evidence of that; is that in an email  
 10 anywhere or a note? Do you have a note of that meeting?  
 11 A. No, like I said, all the emails I have had with Mr Ryan,  
 12 you have got, but I did have numerous phone calls with  
 13 Mr Ryan.  
 14 Q. Okay, fine. Looking at your witness statement, you do  
 15 not mention any discussions between you signing that  
 16 document on 20 April and July. What discussions did you  
 17 have between April and July regarding (a) your share  
 18 purchase or (b) your employment contract or (c) the  
 19 operation of the store between April and July, when you  
 20 finally do the deal?  
 21 A. I can't -- well, at that point -- it was actually April  
 22 and then June is when we had a shareholders' -- when  
 23 I was appointed as a shareholder.  
 24 Q. I'm sorry?  
 25 A. In June I became a shareholder of Dartford.

19

1 Q. Okay. And how did that come about, then? How did you  
 2 become a shareholder in June? What happened?  
 3 A. I think there was a shareholders' meeting.  
 4 Q. Right. Let's go to that. This is June 2008. We can  
 5 put away E5. You can put back E5 and be passed E6. If  
 6 you look at the first page of E6, we can pick up the  
 7 timescale here. {E/364/1373}  
 8 This is Friday, 6 June and by this time Ms Birdi has  
 9 raised some issues, hasn't she, regarding some matters  
 10 that she has heard about you, previous matters involving  
 11 your involvement at other stores and potential  
 12 misconduct issues. You know about those, don't you?  
 13 A. I now know about them, yes.  
 14 Q. So she had raised them in a letter -- we don't need to  
 15 go through all of them -- but Ms del Grazia was writing  
 16 back:  
 17 "I refer to your letter of 23 May and the  
 18 information you say you have regarding Mr Singh that  
 19 ought to be brought to SOG's attention."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. Were you aware at that time that she was raising these  
 23 issues?  
 24 A. Erm, I remember that she raised some issues but I don't  
 25 remember when I found out.

20

1 Q. Okay. Fine. So this is in June. You are obviously not  
 2 a shareholder at this point, are you, on 6 June?  
 3 A. No.  
 4 Q. And then Ms Birdi writes, at page 1379, on 11 June.  
 5 {E/367.1/1379} She actually sets out -- page 1379 to  
 6 1380, she sets out in writing what it is she has heard  
 7 about you. Do you see it? If we go to the bottom of  
 8 1379, perhaps we can pick up the thread:  
 9 "My concerns about the appropriateness of bringing  
 10 Kamaljit Singh into the Dartford store arises as  
 11 follows."  
 12 Then first of all, she had been informed by the  
 13 directors of Maidstone that you some time ago worked at  
 14 the Maidstone store as an employed optician. Was that  
 15 correct?  
 16 A. I did, yes.  
 17 Q. And that you resigned your position and worked out  
 18 a period of notice and that whilst working out your  
 19 notice period, you took sick leave, and then, when you  
 20 were supposed to be ill, you actually went to the  
 21 Chatham store and worked there. So in other words, you  
 22 were claiming sick pay during your notice period but  
 23 then you were, at the same time, working as a locum in  
 24 the other Specsavers. Do you see?  
 25 A. Yes, that's what she alleges.

21

1 Q. Is that true?  
 2 A. No.  
 3 Q. Okay. She says that was also confirmed to her by one of  
 4 the Chatham store directors, Mr Jones. Is it true that  
 5 you did work as a locum at Chatham?  
 6 A. No.  
 7 Q. All right. Fine. Then: {E/367.1/1380}  
 8 "I understand that this came to light when quite by  
 9 chance the directors happened to speak to one  
 10 another..."  
 11 Do you see that?  
 12 A. Yes.  
 13 Q. And then:  
 14 "I understand also that there was major  
 15 investigation at the Grays store during the time when it  
 16 was under the directorship of Kamaljit Singh and his  
 17 brother following which Kamaljit Singh's brother left."  
 18 Was that true? Was there an investigation done into  
 19 you at the Grays store, you and your brother?  
 20 A. There was an investigation done at the Grays store, yes.  
 21 Q. Into the two of you as the joint venture partners at  
 22 that time? This is before your wife has become a JVP?  
 23 A. This is before, yes.  
 24 Q. And the outcome of that investigation into you and your  
 25 brother was what?

22

1 A. It was -- my brother resigned his position.  
 2 Q. Yes, because of what?  
 3 A. He -- there was an investigation carried out in Grays.  
 4 At that time, like I said, I was testing five/six days  
 5 a week and my brother was the retailer and he --  
 6 basically there was some practices that he implemented  
 7 in the business which weren't compliant with Specsavers'  
 8 policies and they were investigated and he left the  
 9 business as a result of it. He resigned his position.  
 10 There was nothing found against me whatsoever.  
 11 Q. Okay. So you were investigated but you were given  
 12 a clean bill of health by Specsavers?  
 13 A. Yes.  
 14 Q. Okay. And how many years previous was that, just so we  
 15 have got an idea? Was that just before your --  
 16 A. That was in --  
 17 Q. Was that just before you moved to your position as  
 18 retail director?  
 19 A. Yes, so --  
 20 Q. About 2003 then?  
 21 A. 2003/2004.  
 22 Q. Yes, okay, fine.  
 23 So then we can move on quite quickly to page 1413.  
 24 {E/373/1413} 17 June. Do you see, there is a letter to  
 25 Ms Birdi and on page 1414 SOG say, between the two hole

23

1 punches on 1414: {E/373/1414}  
 2 "In respect of the information concerning Mr Singh,  
 3 I thank you for providing it as requested and, of  
 4 course, it will be treated in confidence."  
 5 Do you see that? Ms Birdi had asked for it to be  
 6 treated absolutely in confidence and obviously for it  
 7 not to be released to you.  
 8 When did you become aware that she had raised it?  
 9 A. The only thing I was aware of is she raised an issue  
 10 about -- well, this allegation about me testing while  
 11 I was off sick during my notice period. Nothing was  
 12 mentioned about Grays. I can't remember what timeframe  
 13 it was, but I did have a conversation with somebody. It  
 14 was -- somebody did ask me within the business whether  
 15 this is true or not and I said, no, it's not, so ...  
 16 Q. Somebody asked you ...?  
 17 A. The allegation that Ms Birdi made, somebody asked --  
 18 Q. About?  
 19 A. About testing while I -- sorry, about working --  
 20 Q. Locumming?  
 21 A. Locumming while I was off sick or -- and so --  
 22 Q. Who asked you?  
 23 A. I don't -- I can't remember now.  
 24 Q. Okay.  
 25 A. It may have been the RDC at the time. I don't know.

24

1 Q. All right. You haven't purchased your shares at this  
2 point, have you?  
3 A. Erm...  
4 Q. They are still writing backwards and forwards to  
5 Ms Birdi about whether you are to be potentially  
6 approved or not. Do you remember?  
7 A. Yes.  
8 Q. Page 1421, a meeting held on 25 June 2008? {E/377/1421}  
9 A. Sorry, which page?  
10 Q. 1421.  
11 A. Yes.  
12 Q. And you will see that at that meeting on 25 June, 1421,  
13 just by the second hole punch, the agenda item 5 is  
14 confirming:  
15 "That the Directors formally note and ratify the  
16 transfer of 50 'A' shares ... from Nimesh Patel to  
17 [SOG]..."  
18 So that's ratifying the purchase by SOG of the  
19 A shares back in February 2007. Do you see that?  
20 A. Yes.  
21 Q. And then over the page at 1422 -- sorry, I'm trying to  
22 go too fast. At the very bottom of the page 1421  
23 Mr Dyson says:  
24 "I would now like to move on and confirm that  
25 Mr Kamaljit Singh has agreed to purchase the 'A' shares

25

1 held by SOG and that he has executed a Stock Transfer  
2 Form in accordance with company secretarial requirements  
3 and I table the Stock Transfer Form (copy attached to  
4 these minutes)."  
5 Do you see? Do you see that?  
6 A. Yes.  
7 Q. {E/377/1422} "I also note that Mr Singh has completed  
8 the requirements contained in the Shareholders Agreement  
9 as at Clause 15.  
10 "i) He has been approved by SOG ... [and]  
11 "ii) He has entered into a Deed of Adherence to the  
12 Shareholders Agreement."  
13 Do you see that?  
14 A. Yes.  
15 Q. "I table the Deed of Adherence..."  
16 And he is seeking formal approval of the share  
17 transfer. Do you see that? And he asks for comments  
18 and Ms Birdi raises concerns about you. Do you see?  
19 A. Hm-mm.  
20 Q. Including the Maidstone issue. Is that right?  
21 A. Yes, that's what it says here.  
22 Q. And so after a short discussion -- do you see it says:  
23 "I now propose a second motion ...  
24 "That the transfer of 50 'A' shares ... be  
25 approved..."

26

1 Do you see that?  
2 A. Yes.  
3 Q. So, 25 June, you are an approved shareholder; yes?  
4 A. Correct.  
5 Q. You are not yet an employee of Dartford Visionplus  
6 Limited, are you? You haven't entered into your  
7 contract of employment yet?  
8 A. No.  
9 Q. There is going to be a board meeting at which that is  
10 going to be considered, that is, the appointment of you.  
11 Do you remember?  
12 A. Yes.  
13 Q. Right, so if you flick on to page 1456, 26 June,  
14 {E/381/1456} you haven't yet been made a director, do  
15 you see? Because under the articles, although you are  
16 an A shareholder, you are not yet a director until you  
17 have been approved as an A director. So if you look at  
18 1456 by the second hole punch:  
19 "In accordance with Article 13(ii) of the Articles  
20 of Association, I also enclose SOG's notice of our  
21 intention to formally propose Mr Singh as additional  
22 director and Mr Singh's indication of his willingness to  
23 act as a director..."  
24 Do you see?  
25 A. Yes.

27

1 Q. "Mr Singh has also agreed to enter into a Service  
2 Contract with Dartford Visionplus Limited, a copy of  
3 which is enclosed for your information."  
4 Do you see that?  
5 A. I do.  
6 Q. And so there is a going to be a meeting -- page 1457 --  
7 {E/381/1457} on 17 July regarding your appointment as  
8 a director and potentially for you to be employed?  
9 A. Correct.  
10 Q. So at that stage you are neither a director nor an  
11 employee of either company?  
12 A. No.  
13 Q. Visionplus or Dartford Specsavers. Have you actually  
14 agreed all the terms of your contract of employment at  
15 that point, with whoever it is that you say you agreed  
16 them with?  
17 A. The only thing I had agreed is based on the offer letter  
18 that we wrote -- I signed in April.  
19 Q. Right.  
20 A. I think that the terms are pretty standard across -- you  
21 know, I was expecting to be -- having had a contract in  
22 Grays, I didn't expect very much variation from that.  
23 Q. Okay. Go to page 1488. {E/390/1488} You will see that  
24 Ms Birdi, having received that, the letter that I have  
25 just taken you to of 26 June 2008, she writes to

28



1 Cristina del Grazia and says she is:  
 2 "... disturbed to discover in the documents  
 3 I received that without any prior discussion  
 4 Kamaljit Singh is to receive a salary of £42,000 a year.  
 5 At the board meeting I raised this matter in regards to  
 6 the salaries and was informed that this was to be the  
 7 next stage. I discussed how salaries were set with the  
 8 previous Director Mr N Patel in which Specsavers gave us  
 9 guidelines and we negotiated the salaries and my  
 10 understanding was that the same procedure would follow.  
 11 Can you please explain to me why this procedure has not  
 12 been followed. Kam Singh's remuneration package clearly  
 13 impacts on the profitability of the Dartford store and  
 14 very directly on my livelihood. Please let me know why  
 15 I was not consulted."

16 Do you see that?

17 A. Yes.

18 Q. Is it correct that you didn't have any discussions with  
 19 Ms Birdi about your salary?

20 A. No, I didn't.

21 Q. She was an A director of the Dartford store; that's  
 22 right, isn't it?

23 A. Yes.

24 Q. Obviously, appointing of directors and engaging  
 25 directors at salaries of that sort of level is not

29

1 a matter of day-to-day management, is it?

2 A. No.

3 Q. It's a matter for the board at a duly convened board  
 4 meeting to consider. That's right, isn't it?

5 A. To be honest, I don't know the legals behind it.

6 Q. Okay.

7 A. All right, and when I did this -- what this thing is,  
 8 I didn't seek any legal advice, so I don't know.

9 I don't know who appoints it or what the -- who -- if it  
 10 was the A directors or the B directors, I don't know.

11 Q. Leave aside the legalities, the legal niceties then.

12 Let's just deal with the commercial reality. She is the  
 13 A shareholder director at this point; yes?

14 A. Yes.

15 Q. You are not yet even a director?

16 A. No.

17 Q. The cost, the expense of your salary, is coming out of  
 18 the administrative expenses, so it goes to the net  
 19 profit figure at the bottom of the line?

20 A. Okay.

21 Q. That's right, isn't it?

22 A. Yes.

23 Q. Specsavers themselves, their income from this store  
 24 is generated by the 6.5 per cent management fee only.

25 That's right, isn't it; they don't share the profits?

30

1 A. Okay.

2 Q. You agree with that?

3 A. Yes.

4 Q. But on your evidence, you agree your increase from  
 5 £32,500 to £42,000 simply with a man from the business  
 6 transfer department of Specsavers, and you don't have  
 7 any discussions with any of the directors of Dartford  
 8 Visionplus Limited or Dartford Specsavers Limited,  
 9 including Ms Birdi. That's right, isn't it; that's your  
 10 evidence?

11 A. Correct.

12 Q. Just while we are on 1488 {E/390/1488} can you see it  
 13 says:

14 "May I remind you that Nimesh Patel who was  
 15 a dispensing optician and contact lens fitter was  
 16 receiving £30,000. Kam Singh has indicated that he does  
 17 not intend to do any testing. On this basis he appears  
 18 to be vastly overpaid for his role as a retail manager."

19 Do you see that?

20 A. I see that, yes.

21 Q. Do you agree with that, if you were just to be the  
 22 retail manager?

23 A. No, I don't agree with that.

24 Q. Okay. Anyway, so that's the position. There is going  
 25 to be a meeting on 17 July at which your appointment is

31

1 going to be dealt with. You were aware of that because  
 2 you were a shareholder --

3 A. That's right.

4 Q. -- by this time?

5 A. Yes.

6 Q. If you go to 1494, {E/392/1494} there is another copy of  
 7 that letter which has got some markings on it. Can you  
 8 just confirm that those are not your markings?

9 A. No, they are not mine.

10 Q. You weren't shown any of this at the time?

11 A. I haven't seen this letter.

12 Q. No. Page 1496, {E/393/1496} the response from  
 13 Ms del Grazia to that letter about your salary,

14 et cetera. Did you have any discussions with

15 Ms del Grazia at this time?

16 A. No, not that I can remember, no.

17 Q. Or Mr Ryan?

18 A. No.

19 Q. Or Mr Dyson?

20 A. No.

21 Q. All right. You see the third paragraph down:

22 "As far as Mr Singh's salary is concerned, the  
 23 figure agreed upon with him was part of the overall  
 24 negotiations involved in his purchasing the 'A' shares  
 25 from SOG. Whilst we are aware that his salary is higher

32

1 than that which was paid to Nimesh Patel, it is also the  
 2 case that the Dartford business is in an unusual  
 3 position and one in which finding a partner to join you  
 4 has been of the utmost priority."  
 5 Do you see that?  
 6 A. Hm-mm.  
 7 Q. "The commercial reality in these situations is that it  
 8 is necessary to ensure that the desired candidate's  
 9 salary expectations are met (provided they are not  
 10 unreasonable) in order to secure the position. Mr Singh  
 11 has been working in the Grays store as  
 12 a dispenser/retailer for a number of years and gained  
 13 valuable experience ... Whilst at Grays, he commanded an  
 14 identical salary to the one that has been offered to him  
 15 for Dartford."  
 16 Do you see that?  
 17 A. Yes.  
 18 Q. That's not right, is it? You didn't have an identical  
 19 salary of basic £42,000 plus benefits equal to the car  
 20 benefits of Ms Birdi and the P11D benefits of Ms Birdi.  
 21 That wasn't your basic salary, was it?  
 22 A. Yes, we discussed this yesterday. My basic salary was  
 23 just under £42,000.  
 24 Q. When?  
 25 A. By the time I left the store -- by the time I left

1 Grays.  
 2 Q. You still haven't left the store at this point, have  
 3 you?  
 4 A. I can't remember the dates I left but my salary was just  
 5 under £42,000 at Grays.  
 6 Q. In March 2008, when you were doing the deal with  
 7 Mr Ryan?  
 8 A. I don't remember the dates.  
 9 Q. In April 2008, when you sent back the letter?  
 10 A. I don't remember the dates, Mr Stuart.  
 11 Q. Or in July 2008, if at all. We don't have any  
 12 documentary evidence --  
 13 A. I was on --  
 14 Q. Of your basic salary, not the --  
 15 A. Yes, I understand.  
 16 Q. -- sums you actually received?  
 17 A. I understand. The basic salary was just under £42,000.  
 18 Q. Okay. Did you provide any information to anybody to  
 19 enable them to answer Ms Birdi's concerns about the  
 20 level of your salary?  
 21 A. Sorry --  
 22 Q. Did you provide any information to anyone at SOG to  
 23 enable them to answer Ms Birdi's concerns about your  
 24 salary level?  
 25 A. No.

1 Q. No. Okay. If you go over the page, do you see 1497?  
 2 {E/393/1497}  
 3 A. Yes.  
 4 Q. The penultimate paragraph starts:  
 5 "As regards your salary review ..."  
 6 So Ms Birdi had asked for a similar salary review.  
 7 Do you see?  
 8 A. Yes.  
 9 Q. "... it has been open to both you and Nimesh over the  
 10 last few years to submit an application ..."  
 11 Et cetera, et cetera. Do you see that?  
 12 A. I see that.  
 13 Q. When you joined, were you prepared to give Ms Birdi  
 14 a substantial salary increase to take account of the  
 15 fact she hadn't had one for many years?  
 16 A. I don't think I was ever asked, but -- I don't think  
 17 I was ever asked that question.  
 18 Q. Okay. Since the store was doing so badly at the time,  
 19 according to you, how do you justify paying yourself  
 20 a salary of £42,000? How can the store afford you?  
 21 A. How do I justify it?  
 22 Q. How can the store afford £42,000, when it was paying  
 23 your predecessor £32,000?  
 24 A. I could justify it on the basis of what I put into that  
 25 business and where it is now today through all of my

1 hard work and the team that work with me.  
 2 Q. Today you are not paid £42,000; you are paid about  
 3 £60,000, aren't you?  
 4 A. No, £50,000 basic.  
 5 Q. Plus these £2,500 a quarter bonuses?  
 6 A. Mr Stuart, you are referring to basic salaries. So my  
 7 basic is 50.  
 8 Q. Yes. Okay. So that's the position prior to the  
 9 meeting. You attended the meeting; page 1510.  
 10 {E/402/1510} Ms Birdi wasn't there, was she? She had  
 11 left her proxy with Mr Lunn. Do you remember?  
 12 A. I do, yes.  
 13 Q. Do you recall the meeting?  
 14 A. I do. This is in Guernsey, I believe.  
 15 Q. Right. So, what, you flew to Guernsey?  
 16 A. I believe it was, yes.  
 17 Q. Right. Were you invited to Guernsey by the SOG team?  
 18 A. That's where the meeting was -- I'm trying to remember.  
 19 I think it was at Guernsey and if that's where the  
 20 meeting was, then I was in attendance, yes.  
 21 Q. Hm-mm. Okay. And also there was Mr Lunn, is that  
 22 right?  
 23 A. Yes.  
 24 Q. And Mr Kidd was there, as company secretary. You are  
 25 there as a shareholder, an A shareholder, and Mr Lunn is

1 there as the B shareholder, representing the  
 2 B shareholder, and he has also got Ms Birdi's proxy; is  
 3 that right?  
 4 A. Correct.  
 5 Q. How did the discussion go at the meeting, regarding your  
 6 appointment as a director, first of all?  
 7 A. The discussion?  
 8 Q. Hm-mm.  
 9 A. The discussion was as it is in here. Well, it was  
 10 a very brief meeting, really.  
 11 Q. Was it? How long did it take?  
 12 A. An hour, if that.  
 13 Q. An hour, that's quite long because all that appears to  
 14 have happened is you were appointed as a director. Do  
 15 you see the meeting? Page 1510? {E/402/1510}  
 16 A. I do, yes.  
 17 Q. Bottom of the page:  
 18 "The Chairman confirmed by way of background, that  
 19 Mr Singh had been elected as director of the Company's  
 20 subsidiary, Dartford Visionplus Limited, at an EGM held  
 21 earlier that day at which the terms of his Service  
 22 Contract with that company had also been approved."  
 23 Do you see that?  
 24 A. I do.  
 25 Q. And then you are appointed as a director of the Dartford

37

1 Specsavers Limited on a show of hands, two to one?  
 2 A. Sorry, the meeting only lasts six minutes.  
 3 Q. Yes, that one did. Presumably you were talking about --  
 4 there were a number of meetings all held at the same  
 5 time, one for Dartford Visionplus, one for Dartford  
 6 Specsavers?  
 7 A. I don't remember.  
 8 Q. Okay. The service contract that you entered into is  
 9 page 1519, and that's an important document, isn't it.  
 10 These are the terms that you actually agreed.  
 11 {E/403/1519} By the looks of it, on that very day you  
 12 signed it off, 17 July 2008?  
 13 A. Okay.  
 14 Q. Do you see it, 1519?  
 15 A. Hm-mm.  
 16 Q. Your job title under that is optician. Not retailer,  
 17 not dispenser. That's right, isn't it? So you were  
 18 employed as an optician? Do you see it's just above the  
 19 first hole punch:  
 20 "Job title."  
 21 A. Yes, I do, yes.  
 22 Q. Your salary is £42,000 per annum and your working week  
 23 is five working days a week. Do you see that?  
 24 A. Yes.  
 25 Q. Was this just a standard form contract that you didn't

38

1 really consider and you just signed it?  
 2 A. Yes.  
 3 Q. Okay. And on page 1527 did you sign it there and then  
 4 or ...? {E/403/1527}  
 5 A. No, this was -- I signed this at home.  
 6 Q. At home.  
 7 MR JUSTICE NUGEE: Is that your signature where it says:  
 8 "Signed as a deed by YOU."  
 9 A. Yes, that's me.  
 10 MR JUSTICE NUGEE: Is it also your signature where it says  
 11 "Director" above?  
 12 A. It is, yes.  
 13 MR JUSTICE NUGEE: You signed it twice?  
 14 A. Yes.  
 15 MR STUART: And who else signed it as the company? So who  
 16 is that next to you signing it?  
 17 A. I don't know.  
 18 Q. Weren't you there at the time?  
 19 A. No, this document was sent to me to be signed.  
 20 Q. Already signed by whoever has written that signature?  
 21 A. No, it wasn't -- the document was sent to me to be  
 22 signed and I sent it back and I assume that it was  
 23 signed by the other people -- the other parties.  
 24 Q. Okay. And D Patel, Optometrist, who is the witness to  
 25 your signature. Who is that?

39

1 A. Is a friend and another -- a locum optician.  
 2 Q. Right. So we see at page 1530 {E/405/1530} everyone in  
 3 Specsavers is told that with effect from 17 July, you  
 4 purchased 50 A shares and you have become a director and  
 5 employee:  
 6 "Kamaljit Singh is an Ophthalmic Optician.  
 7 "Home address ..."  
 8 Et cetera. So were you joining as an ophthalmic  
 9 optician? I know you were doing the role, you say, of  
 10 retailer/DO, but you were actually joining as  
 11 an ophthalmic optician?  
 12 A. No, I joined the business as a retail director.  
 13 Q. Just a retailer?  
 14 A. Yes.  
 15 Q. Dispensing optician?  
 16 A. My understanding is that I joined the business as  
 17 a retail director and my skills -- I'm a qualified  
 18 optometrist so I can carry out eye tests and optician  
 19 work, but also I can -- I have got the skills to do DO  
 20 work as well.  
 21 Q. So as far as you were concerned, were you to be the  
 22 dispensing optician at the store?  
 23 A. No, I came in as a retail director.  
 24 Q. Okay. Do you remember Mr Patel? He was the DO, wasn't  
 25 he, at the store?

40

1 A. Yes.  
 2 Q. And we saw a number of letters, for example to your  
 3 sister-in-law, about how Specsavers wanted the DO to be  
 4 replaced by a DO. Do you remember?  
 5 A. Yes.  
 6 Q. I think that was the reason given to your sister as to  
 7 why she couldn't be appointed as the DO in place of  
 8 Mr Patel. That's right, isn't it? Do you remember?  
 9 A. Yes.  
 10 Q. And then Mr Rehman, similarly, because he wasn't a DO,  
 11 a qualified DO, was he?  
 12 A. I don't know. No, he isn't, no.  
 13 Q. But you say that Specsavers, as it were, waived that and  
 14 you were not appointed as the DO; you were merely the  
 15 retailer?  
 16 A. Yes --  
 17 Q. So far as you were aware, your understanding?  
 18 A. So far as I was aware, I went in there as a retailer.  
 19 Q. Yes.  
 20 A. But with the ability to do the DO side of the business.  
 21 So basically, I went in there to look after everything  
 22 else except for the optom's role, the optom director's  
 23 roles.  
 24 Q. Could you just be shown -- keep E6 with you but do you  
 25 just be shown D1? Page 190. {D/16/190}

1 A. Sorry, could you repeat that?  
 2 Q. 190 in D1. This is the deed of adherence that you  
 3 entered into. Do you remember? Maybe you don't even  
 4 recall signing this, but do you remember this agreement?  
 5 A. Erm --  
 6 Q. 25 June 2008. So it was --  
 7 A. I have signed the document but I don't remember it, no.  
 8 Q. Okay. Did you understand that you were agreeing to  
 9 comply with the terms of the Dartford Specsavers Limited  
 10 shareholder agreement? If you go back to page 177,  
 11 {D/15/177} that's the Specsavers standard shareholders'  
 12 agreement particulars, dated 17 July 2000.  
 13 Parties: Specsavers Optical Group; optician,  
 14 Swarandee Birdi; dispenser, Nimesh Patel; company,  
 15 Dartford Specsavers Limited.  
 16 Did you understand that you were agreeing to be  
 17 bound by this agreement? It starts at 177? {D/15/177}  
 18 Through to 189. {D/15/189} It's a 14-page agreement.  
 19 A. Yes. The shareholder's agreement, yes.  
 20 Q. It's the shareholders' agreement for Dartford Specsavers  
 21 Limited. Yes?  
 22 A. Yes.  
 23 Q. Do you see that?  
 24 A. Yes.  
 25 Q. And obviously we have got the optician and the

1 dispenser, Mr Nimesh Patel; yes?  
 2 A. Hm-mm.  
 3 Q. Did you understand that you were agreeing to the terms  
 4 of that agreement?  
 5 A. At that time?  
 6 Q. Yes.  
 7 A. Probably not.  
 8 Q. Probably not. Okay. That's fair enough. Were you even  
 9 shown a copy of that agreement?  
 10 A. Yes, I would have been shown it, yes.  
 11 Q. You were shown it; okay.  
 12 So you signed the deed of adherence, page 190,  
 13 {D/16/190} which refers to that agreement. Do you see?  
 14 Under the heading, page 190:  
 15 "Principal agreement(s): a Shareholders Agreement  
 16 made on 17 July 2000..."  
 17 A. Yes.  
 18 Q. Obviously that same agreement.  
 19 Your qualifications are set out at the bottom. Do  
 20 you see that?  
 21 A. Sorry, what page is that?  
 22 Q. 190: {D/16/190}  
 23 "New Party's Qualifications."  
 24 You are the new party, Kamaljit Singh. Do you see  
 25 that:

1 "Registration as an ophthalmic optician with the  
 2 [GOC]..."  
 3 So you have to be an ophthalmic optician?  
 4 A. Hm-mm.  
 5 Q. And you are an ophthalmic optician, aren't you?  
 6 A. Yes.  
 7 Q. And that's how you are able to do the tests, okay?  
 8 Did you read this document before signing it or not?  
 9 A. I can't -- I must have read it. I signed it. But, like  
 10 I said, I didn't have any legal advice on the documents  
 11 or anything like that.  
 12 Q. Okay. Did you understand what you were signing?  
 13 A. To be honest, you know, this is -- me, I thought this is  
 14 a standard shareholder's agreement which I signed in  
 15 Grays and I was quite happy with the one I had in Grays,  
 16 so I was assuming they would be similar, so ...  
 17 Q. Okay. So you can put away D1. We are back to E6.  
 18 We have reached the end of July 2008. Page 1540.  
 19 Could you go to 1540. {E/411/1540}  
 20 A. Sorry, what folder? E6?  
 21 Q. E6, yes. We are going to go back a couple of pages but  
 22 I just want to get you the context of it.  
 23 So 30 July, on the issue of salaries. Do you see  
 24 Ms Birdi was written to on 30 July about the question of  
 25 her salary review and your salary. Do you see that?

1 A. Yes.  
2 Q. And at the bottom of page 1540:  
3 "As far as the introduction of Kam Singh into the  
4 Dartford business is concerned, and the specific terms  
5 of his engagement, I see no point in going over old  
6 ground."  
7 Do you see that?  
8 A. Yes.  
9 Q. As regards salary, that's the end of that matter, your  
10 salary. You have a salary of £42,000 plus benefits;  
11 yes?  
12 A. Yes.  
13 Q. You produced a document -- we see the email, 1536. Do  
14 you remember this one? {E/410/1536}  
15 A. I do.  
16 Q. Let's just pick it up in your witness statement.  
17 Paragraph 18. {C/1/5} Do you see paragraph 18 in your  
18 witness statement:  
19 "Within the first few weeks of my joining  
20 I conducted a review of the business including the  
21 management, operations and staff..."  
22 Do you see that?  
23 A. Yes.  
24 Q. "However I was not welcomed on joining Dartford by  
25 Ms Birdi."

45

1 This is paragraph 19:  
2 "As I explain below, Ms Birdi refused to accept me  
3 as an equal partner..."  
4 Do you see that?  
5 A. Yes.  
6 Q. "... this was evident from the outset when she asked  
7 Neil Lunn ... to vote against my appointment at the  
8 Dartford shareholders' meeting..."  
9 Do you see that.  
10 A. Yes.  
11 Q. Do we understand from paragraph 19 that, because she  
12 voted against you at the shareholders' meeting, you  
13 rather took that against her?  
14 A. No.  
15 Q. No? Okay, fine:  
16 "Implementing changes."  
17 Paragraph 20:  
18 "On 26 July 2008, I was introduced --"  
19 MR JUSTICE NUGEE: That paragraph has been amended,  
20 Mr Stuart.  
21 MR STUART: It has:  
22 "On 23 July I started work. On 26 July I had the  
23 meeting."  
24 So your first working day was 23 July; yes?  
25 A. Yes.

46

1 Q. And we can see that at page 1533, I think. Mr Clark,  
2 Dave clerk is emailing Mr Dyson: {E/408/1533}  
3 "Derek,  
4 "Just to let you know Michael McGonagle did the  
5 introduction of Kam Singh into Dartford as the store was  
6 still shared venture -- it has now passed to Mike Rowe.  
7 There were no problems, apparently Swarandeeep was very  
8 polite. Kam was interviewed to all of the staff and  
9 Michael went through role and responsibilities."  
10 Do you see that?  
11 A. Yes.  
12 Q. So despite having voted against you on 17 July, on  
13 23 July, which was your first day, it appears that  
14 Ms Birdi was very polite and that there were no  
15 problems?  
16 A. Correct.  
17 Q. The next thing that happened according to you is  
18 26 July; yes?  
19 A. Yes.  
20 Q. And you claim that there was this meeting at which these  
21 things were discussed. Is that right?  
22 A. Correct.  
23 Q. Is there any -- looking at page 1536, you send them to  
24 her by an email that evening? {E/410/1536}  
25 A. Yes.

47

1 Q. Sorry, you send them on Sunday, 27th?  
2 A. Yes.  
3 Q. In the afternoon. And the subject matter of your email  
4 is:  
5 "Some bedtime reading for you, Miss Birdi."  
6 First of all: "Miss Birdi". That doesn't seem very  
7 friendly as between a pair of partners in this sort of  
8 Specsavers joint venture? We have seen every single  
9 email and letter that's written between you and every  
10 other member of staff is, "Kam", "Hi, Kam", et cetera,  
11 et cetera. Is there any reason why you don't address  
12 her by her first name?  
13 A. No, there is no reason.  
14 Q. I'm going to suggest to you --  
15 A. If we put this into context, you know, I have just  
16 started the store on the 23rd.  
17 Q. Yes?  
18 A. And we have had a good initial meeting on the 23rd. We  
19 were only three days into the business and everything is  
20 quite -- is quite -- you know, it's a nice atmosphere.  
21 Q. Good.  
22 A. So, you know --  
23 Q. She has welcomed you into the business. You have  
24 previously written to her -- do you remember I took you  
25 to it. You have written to her as, "Dear Swarandeeep".

48

1 So you know her name, don't you? She calls you Kam and  
2 you call her Swarandeep?  
3 A. Yes.  
4 Q. But when you are sending this little initial  
5 instruction -- well, we will see what it is in a minute  
6 but when you are sending this, you send it:  
7 "Some bedtime reading for you, Miss Birdi."  
8 It's a little -- it's either condescending or it's  
9 aimed at riling her or something. Why have you used the  
10 term "Miss Birdi"?  
11 A. I don't think it is.  
12 Q. No? Okay.  
13 A. I think, you know, it's done in jest and at that moment  
14 in time, I think Ms Birdi would understand how I wrote  
15 that.  
16 Q. I see, so it was in jest. That's fair enough. You  
17 thought it was in jest?  
18 A. Yes.  
19 Q. Fine. What you sent was you sent page 1537, I think,  
20 that's one attachment. Is that right? You have drawn  
21 that up? {E/410.1/1537}  
22 A. Yes.  
23 Q. And you are basically setting out some tasks, some  
24 management tasks, and who is going to do them and by  
25 when. Is that right?

49

1 A. Correct.  
2 Q. One of which is, "Stop company credit cards asap."  
3 On what basis do you suggest that you should tell  
4 her that she is to stop company credit cards asap?  
5 A. It was my understanding that, you know, any store that's  
6 in TAPS, the Specsavers policy is that credit cards are  
7 usually stopped.  
8 Q. This one hadn't been stopped, had it?  
9 A. No, clearly not.  
10 Q. No, all right. Then you produced this rather odd  
11 document, 1538 to 1539: {E/410.2/1538}  
12 "Initial meeting 26.07.08.  
13 "Following our initial meeting at the store, I would  
14 like to summarise some of the points that were  
15 discussed."  
16 Do you see?  
17 A. Yes.  
18 Q. Are you suggesting that you had some sort of formal  
19 meeting, or informal meeting, but an actual meeting, not  
20 just that the two of you happened to be in the store  
21 that day working; you actually had a meeting to discuss  
22 these issues?  
23 A. Yes, we did.  
24 Q. When was that meeting?  
25 A. In the afternoon, on that day.

50

1 Q. Where did it take place?  
2 A. In the store.  
3 Q. Yes, where? This is a Saturday afternoon, your busiest  
4 afternoon of the week, we have heard. Where do you say  
5 this took place, this meeting?  
6 A. In the office.  
7 Q. In the office, and who was present?  
8 A. Just me and Ms Birdi.  
9 Q. Okay and how long did it last?  
10 A. Erm, I think it lasted until the store closed. So about  
11 an hour and a half?  
12 Q. An hour and a half? So the two of you are off the shop  
13 floor. She is not testing and you are not dispensing or  
14 driving the retail team for the whole of the Saturday  
15 afternoon -- well, for an hour and a half of the  
16 Saturday afternoon, you say?  
17 A. Yes.  
18 Q. You know she doesn't agree with this, does she? You  
19 know that?  
20 A. Well, she has written a note on the front of that  
21 letter, yes.  
22 Q. And you have seen her witness statement, no doubt?  
23 A. Of course, yes.  
24 Q. So you are still adamant that you had this meeting that  
25 you say you had?

51

1 A. Yes, 100 per cent.  
2 Q. And are you saying that this was a note that you took of  
3 the meeting?  
4 A. This is something I drew up afterwards.  
5 Q. Yes.  
6 A. And emailed to her.  
7 Q. That's right. Did you have notes? Were you taking  
8 notes at the meeting?  
9 A. Erm, I would have done, I would have taken some  
10 handwritten notes, yes.  
11 Q. You have a note book of some sort, do you; is that your  
12 usual way of working?  
13 A. No, I don't carry a notebook. I normally just have  
14 a piece of paper. I write some notes. Ms Birdi had  
15 a notebook. Ms Birdi was always taking notes and she  
16 had several diaries that she kept. So whenever we had  
17 meetings and we sat down, she would see always pull out  
18 a notebook or a note pad and write notes down. So she  
19 would have records of this meeting as well.  
20 Q. Okay. I don't want to go through everything but:  
21 "Actions needed:  
22 "1. Review of Bonus Structure.  
23 "We have decided to change the bonus scheme..."  
24 Do you see that?  
25 A. Yes.

52

1 Q. This is the bonus scheme that had been put in place by  
 2 Ms Slark whilst she was in charge of the store; is that  
 3 right? This one based on £10, £20, £30 for every member  
 4 of staff?  
 5 A. I believe so, yes.  
 6 Q. And that bonus scheme was not appropriate, was it, in  
 7 the circumstances of this store at this time?  
 8 A. No, I think it needed changing, yes.  
 9 Q. Apart from the first lines, which say: {E/410.2/1538}  
 10 "We have decided to change the bonus scheme...  
 11 "Kam will start the consultation period  
 12 w/c 28 July."  
 13 Is that what you are now suggesting in this  
 14 document, or is that what you are saying was agreed at  
 15 the meeting?  
 16 A. This is all stuff that we talked about and we agreed and  
 17 this is -- for me this is a note from the meeting just  
 18 to highlight what he have agreed.  
 19 Q. Okay. I'm going to suggest to you -- well, what about  
 20 the next bit, which is the main thrust of it:  
 21 "The new scheme that I would like to put into place  
 22 is based heavily on the store's conversion levels."  
 23 Then you set it all out there:  
 24 "I would like to ..."  
 25 That gives the impression that this is -- for the

53

1 first time you are setting it out to her in the email  
 2 document?  
 3 A. Sorry, you lost me there.  
 4 Q. Right. Are you suggesting that you went through all of  
 5 this, this actual new bonus scheme with her --  
 6 A. Yes.  
 7 Q. -- in the meeting on the afternoon of the 26th?  
 8 A. On that meeting, yes.  
 9 Q. I'm going to suggest to you that you didn't. What you  
 10 are doing here is you are setting out to her what you  
 11 would like to implement?  
 12 A. No, I disagree. This was a meeting that we had.  
 13 Just also going back to your point about, you know,  
 14 could we possibly have this meeting on a Saturday  
 15 afternoon. Busy -- it wasn't busy. I think we have  
 16 even disclosed the actual diary for that day and you can  
 17 clearly see that there were many gaps in the afternoon.  
 18 So it was very possible that -- well, it definitely  
 19 happened, this meeting.  
 20 Q. Okay. And then are you saying, page 1539,  
 21 {E/410.2/1539} all these other items, 2, 3, 4 and 5 --  
 22 you are saying all of these were discussed and agreed at  
 23 your meeting?  
 24 A. Yes.  
 25 Q. Including:

54

1 "5. Credit Cards.  
 2 "As the cash in hand is currently negative,  
 3 technically the store should be on TAPS watch. This was  
 4 mentioned to me at Guernsey on 17 July. This would mean  
 5 all credit cards are stopped/cancelled.  
 6 "We need to review/stop the use of company credit  
 7 cards asap."  
 8 You are saying that not only was that raised at  
 9 a meeting, it was discussed at a meeting and agreed at  
 10 a meeting, that that's what was to happen? That she  
 11 agreed to do that at the meeting?  
 12 A. Ms Birdi didn't agree to cancel the credit cards. If  
 13 you look, it says:  
 14 "We need to review/stop..."  
 15 Ms Birdi didn't agree to stop the card at that  
 16 meeting.  
 17 Q. No. All right. Fine. My Lord, I see the time. I'm  
 18 sure the --  
 19 MR JUSTICE NUGEE: We will take a five-minute break.  
 20 (11.44 am)  
 21 (Short break)  
 22 (11.52 am)  
 23 MR STUART: So, Mr Singh, we have reached the point where  
 24 you have arrived in store; you have had the meeting, or  
 25 not meeting, et cetera. Obviously Ms Birdi felt that

55

1 you were acting in an objectionable way, didn't she?  
 2 Did you pick that up from her body language or from what  
 3 she said to you at the time.  
 4 A. When I arrived at the store?  
 5 Q. No, not when you arrived. You said she was friendly and  
 6 polite and helpful and welcomed you, et cetera?  
 7 A. Yes.  
 8 Q. Then you have this meeting or you do not have a meeting;  
 9 you send her the "some bedtime reading, Miss Birdi"  
 10 email, with your points as to what's going to happen at  
 11 this store; yes?  
 12 A. I send her the notes from the meeting, yes.  
 13 Q. Yes. I know you say it's notes from a meeting. You  
 14 understand her case is that it's not notes of a meeting.  
 15 She didn't discuss and agree these issues with you at a  
 16 meeting on that afternoon. You understand that's her  
 17 case?  
 18 A. Yes, I understand.  
 19 Q. Let's leave aside whether you did or didn't have the  
 20 meeting for just one moment?  
 21 A. Hm-mm.  
 22 Q. You have raised the issue; at page 1539, {E/410.2/1539}  
 23 you have raised all the points that you want to make,  
 24 including stopping the credit card and:  
 25 "Reduction of SEO Cover."

56

1 Do you see that?  
 2 A. Yes.  
 3 Q. Second line:  
 4 "Maximum cover we require is double clinic every  
 5 day..."  
 6 That's not right? Double clinic every day?  
 7 A. I believe so, yes.  
 8 Q. That's what you thought. That's not what she agreed;  
 9 that's what you thought?  
 10 A. Yes, well, at that time I think --  
 11 Q. Okay.  
 12 A. -- I don't know if she agreed to that point or not, but  
 13 based on the level of demand, that was all that was  
 14 required.  
 15 Q. Okay. So page 1544, she writes to Cristina del Grazia.  
 16 1544, 1 August, second hole punch, just below it:  
 17 {E/413/1544}  
 18 "Kam Singh has not wasted any time in making himself  
 19 thoroughly objectionable in relation to this..."  
 20 That's in relation to her remuneration package and  
 21 business expenses and the credit card -- car expenses:  
 22 "Kam Singh has not wasted any time in making himself  
 23 thoroughly objectionable in relation to this and has  
 24 expressed the view that the credit card should be  
 25 withdrawn as 'the business cannot afford it'."

1 Do you see that?  
 2 A. Yes.  
 3 Q. That's taken from your memo, isn't it? You said that  
 4 the credit card should be reviewed -- should be  
 5 withdrawn, rather, asap.  
 6 A. It's taken from that but we had several conversations as  
 7 well.  
 8 Q. Okay.  
 9 A. Regarding it.  
 10 Q. In these several conversations that you say you had, she  
 11 is not reacting well to the way you are dealing with  
 12 her, is she? It's not so friendly any more?  
 13 A. No, I think --  
 14 Q. By 1 August?  
 15 A. I think we have got an issue. This is a business issue.  
 16 Q. Hm-mm.  
 17 A. This is not to do with personalities or characters.  
 18 This is simply that the business is in TAPS and  
 19 typically there shouldn't be a credit card in a store  
 20 that's in TAPS.  
 21 Q. Okay and then we get this -- I'm not going to go through  
 22 all of them. There are some emails backwards and  
 23 forwards. So 1546 {E/414/1546} there is an email from  
 24 her to you about the DO rota. Do you see it? I'm not  
 25 going to ask you about the detail of it?

1 A. Okay.  
 2 Q. You can see it. Then another one on 1547: {E/415/1547}  
 3 "Re Changes to Standard Operating Procedures."  
 4 An email from her to you on 1 August:  
 5 "You have made a number of changes over the last  
 6 week and a half without any consultation with me leading  
 7 to:  
 8 "Immediate departure of a valuable member ..."  
 9 Et cetera, et cetera. Do you see that, and then you  
 10 replied page 1548: {E/416/1548}  
 11 "Swarandeeep  
 12 "I would like to correct you on a few points you  
 13 have raised.  
 14 "My change in retail operations did not result in  
 15 the departure ..."  
 16 Do you see that?  
 17 A. Yes.  
 18 Q. And it goes backwards and forwards; it goes on, doesn't  
 19 it, after that, in August?  
 20 A. Yes.  
 21 Q. And we can see that by 4 August, page 1554, {E/420/1554}  
 22 you are seeking support from Mr McGonagle. Is that  
 23 right?  
 24 A. Yes.  
 25 Q. "Michael M" is Mr McGonagle?

1 A. Hm-mm.  
 2 Q. And you sent this email and cc'ed your personal email  
 3 address. Yes?  
 4 A. Yes.  
 5 Q. It's claimed from that -- between the two holepunches:  
 6 "I have since emailed her saying that, if there are  
 7 issues that we disagree on, it is unacceptable to stop  
 8 talking to each other..."  
 9 Do you see that?  
 10 A. Yes.  
 11 Q. At the bottom of the page, 1554, last two paragraphs:  
 12 {E/420/1554}  
 13 "So I have asked her to give me a written reply,  
 14 within two working days. If I do not hear from her or  
 15 she refuses, I think we will need to escalate the  
 16 matter..."  
 17 Do you see that?  
 18 A. Yes.  
 19 Q. "We will need to escalate". You mean you and  
 20 Mr McGonagle will escalate the fact that she is not  
 21 agreeing to what you want?  
 22 A. No, what we -- if we look at the letter.  
 23 Q. Yes.  
 24 A. This isn't something that -- agreeing to something that  
 25 I want. This is something --it's regarding the four-day



1 testing, isn't it?  
 2 Q. Four and a half day, yes. You said:  
 3 "I will forward the email I sent her, asking her to  
 4 reduce locum costs and to start testing 4.5 days a week.  
 5 I have discussed this with her so many times and have  
 6 not had any resolution to the matter."  
 7 A. Yes, and so, if we put this into context, you know,  
 8 this -- this topic came up before I took the store on.  
 9 Q. It did and I'm going to come back to that in a moment.  
 10 A. Yes.  
 11 Q. It did. But I'm just asking you: are you going to be  
 12 escalating it with Mr McGonagle's help against Ms Birdi?  
 13 To make her do what you wanted her to do, ie, test four  
 14 and a half days a week?  
 15 A. I wanted to find a solution to, you know, this is  
 16 something that we have agreed before I took the store  
 17 on.  
 18 Q. Who had agreed?  
 19 A. This is -- well, this is something that Mr McGonagle had  
 20 told me that Ms Birdi agreed to.  
 21 Q. Right. I'm going to suggest to you that that's untrue  
 22 and either Mr McGonagle misled you, or you are not  
 23 recalling the conversation, because --  
 24 A. No.  
 25 Q. -- what you are really doing here is -- this is within

1 ten days of joining. By 4 August, you are telling  
 2 Mr McGonagle that the relationship between you and  
 3 Ms Birdi is such that you wish to escalate matters  
 4 against her, aren't you?  
 5 A. When I used the word "escalate", I wanted to get to  
 6 a resolution to something that we have agreed.  
 7 Q. Hm-mm. I suggest to you what you mean by "escalate" is  
 8 the usual "escalate" in Specsavers, which is to escalate  
 9 it to a higher level?  
 10 A. Well, what I meant by that is -- or what I mean by that  
 11 is I want to escalate it so we get the matter resolved  
 12 and actually implement what we have agreed.  
 13 Q. By forcing her to do what you say: four and a half days  
 14 a week?  
 15 A. No, by asking her to commit to what she has agreed to.  
 16 Q. (a) she hadn't agreed to it and (b) your ulterior  
 17 motives perhaps need to be considered now.  
 18 Would you just be passed bundle E5, page 1262.  
 19 {E/337/1262} On 1262 Mr McGonagle is writing to  
 20 Mr Ryan, 1262; I accept you weren't party to that email.  
 21 A. Hm-mm.  
 22 Q. So we have to go back to 1259, page 1259, to see the  
 23 context. Do you have 1259? {E/335/1259}  
 24 A. Yes.  
 25 Q. So this is now 17 April 2008. So this is three days

1 before you signed that letter on 20 April. So this is  
 2 before you joined, before you agreed anything. Mr Ryan  
 3 is writing to Mr Clark:  
 4 "Hi David,  
 5 "Michael McGonagle met with Swarandeeep on Tuesday,  
 6 and although I have spoken to him, I'm not clear what  
 7 the outcome was, apart from she is still sticking to her  
 8 guns about only testing 4 days per week. I've asked  
 9 Michael to do a summary of the position, hopefully  
 10 today, so that Derek can consider it before he goes on  
 11 hols.  
 12 "I don't think she is particularly unhappy with  
 13 Kam - she is just unhappy full stop, seemingly very  
 14 negative to anything SOG suggests.  
 15 "Kam is going to try to persuade her to test 5 days  
 16 per week for 6 months, to turn the business round,  
 17 although Michael says that the cost of this extra day is  
 18 relatively small in the great scheme of things."  
 19 That would be Michael McGonagle:  
 20 "I'll forward a copy of Michael's report when I get  
 21 it.  
 22 "I am becoming more persuaded that the big win in  
 23 all this is to sell Kam the shares, and accept that she  
 24 will test 4 days, and work on the shop-floor for the  
 25 other day, perhaps, as Michael suggests, with Kam doing

1 a day's testing to cover the 5th day. In cashflow terms  
 2 this would have the same outcome.  
 3 "Cheers, Michael."  
 4 That's Michael Ryan. Do you see that? So even by  
 5 17 April you had agreed with Mr Ryan -- do you remember  
 6 you said that the person you were discussing all matters  
 7 with was Mr Ryan?  
 8 You had agreed with Mr Ryan that you were going to  
 9 try to persuade her to test five days per week for six  
 10 months. Is that right?  
 11 A. I didn't say to him that I was going to persuade her to  
 12 test five days a week. I said this is what -- if this  
 13 is in the interests of the business, she should be  
 14 testing five days a week.  
 15 Q. I suggest that you did say that you were going to try to  
 16 persuade her and that's why he is reporting it up --  
 17 escalating it up to Mr Clark?  
 18 A. I don't agree -- I don't remember saying to Mr Ryan that  
 19 I'm going to persuade her to do anything. I said this  
 20 is in the interests of the business and this is -- the  
 21 business model that we have all signed up to is -- the  
 22 way it works is you have an optician director that tests  
 23 and then you have a retailer or a dispenser that looks  
 24 after the retail side of the business.  
 25 Q. Okay. Let's go back to page 1262 then, which is

1 Mr McGonagle's memo to Mr Ryan, dated 18 April. Do you  
 2 see? {E/337/1262}  
 3 A. Yes.  
 4 Q. You were talking to both Mr McGonagle and Mr Ryan at  
 5 this stage, weren't you? Before you joined?  
 6 A. Yes.  
 7 Q. "I visited Dartford to discuss the structure and  
 8 roles/responsibilities, when or if Kam joins the team.  
 9 SB is happy to work five days, four of them testing."  
 10 Do you see?  
 11 A. Hm-mm.  
 12 Q. "She wants a day to be on the shop floor working with  
 13 the team and engaging with customers. She feels she  
 14 needs to be aware of the retail side of the business and  
 15 she says she can add value, be more aware and informed  
 16 and also more confident when she is on her own due to  
 17 holidays, sickness et cetera. SB also commented that  
 18 she was criticised during the disciplinary proceedings  
 19 for not being aware of the retail side of the business."  
 20 Do you recall? Do you recall that?  
 21 A. Recall what, sorry?  
 22 Q. That she had been criticised for not being aware of what  
 23 Mr Patel was up to?  
 24 A. I wasn't party to any of that so how can I be aware of  
 25 that?

1 Q. You may have discussed it with Mr Ryan or Mr McGonagle?  
 2 I just wanted it check.  
 3 A. No.  
 4 Q. No. So:  
 5 "SB has confirmed she would test on the fifth day if  
 6 it was urgent, sickness et cetera.  
 7 "SB believes she is owed money..."  
 8 Leave that to one side. Look at the next bit:  
 9 "Kam is of the view ..."  
 10 This paragraph is setting out your views, do you  
 11 see? And you had spoken to Mr Ryan and Mr McGonagle at  
 12 this time, hadn't you?  
 13 A. I was in communication with them, yes.  
 14 Q. Yes:  
 15 "Kam is of the view that SB should test five days to  
 16 reduce SEO costs. He did initially agree that four days  
 17 would be acceptable. There is an opportunity for Kam to  
 18 test on SB's 'retail day' which will keep Kam involved  
 19 in the clinical aspect of the business and assist his  
 20 CET, et cetera. If KS were to test ..."  
 21 That's you, Kam Singh:  
 22 "... were to test one day per week, that would that  
 23 would replace SB's retail day cost. In addition, KS  
 24 should be able to test when SB was on holiday,  
 25 et cetera, possibly five weeks per year..."

1 Do you see that?  
 2 A. Yes.  
 3 Q. So that's what you had discussed with Mr McGonagle,  
 4 wasn't it?  
 5 A. I don't recall saying to Mr McGonagle that I will commit  
 6 to one day testing.  
 7 Q. It looks like you did, though, didn't you, from this  
 8 internal email?  
 9 A. From this email that he has written, that's what he has  
 10 written there, but I have never committed to one day  
 11 testing.  
 12 Q. I'm suggesting that you did, that you agreed that what  
 13 could happen is she could test four days a week, and you  
 14 would test the fifth?  
 15 A. No, I agreed that I would step in, in emergencies. But  
 16 I didn't commit to one day testing a week.  
 17 Q. No, she said she would increase for the fifth day in  
 18 emergencies or "urgent, sickness et cetera", but you  
 19 said you would do a day a week?  
 20 A. No, I didn't commit to one day a week testing.  
 21 Q. Okay. Skip two paragraphs and then do you see below the  
 22 second hole punch: {E/337/1262}  
 23 "The biggest issue at present would appear to be the  
 24 ulterior motives of the two individuals."  
 25 Do you see that? Do you see that?

1 A. Yes.  
 2 Q. You have obviously been talking to Mr McGonagle and  
 3 Mr Ryan about your plans. The ulterior motives of the  
 4 two individuals are -- first one:  
 5 "SB does not want to be managed and appears to be  
 6 putting KS off, in the belief that she will either be  
 7 offered the shares or introduce someone to the business  
 8 that she is comfortable with."  
 9 Do you see? That's her motive. She is concerned  
 10 about you:  
 11 "KS acknowledges the business potential and  
 12 ultimately wants to introduce a member of his own  
 13 extended family, and will manage and communicate with  
 14 Swarandeeep accordingly."  
 15 Do you see that? Do you see that, Mr Singh?  
 16 A. Yes, I read it, yes.  
 17 Q. Who is the member of your own extended family that you  
 18 were going to introduce once you had got rid of  
 19 Ms Birdi?  
 20 A. I don't know what Mr McGonagle is referring to here.  
 21 I never had any conversations of that extent to  
 22 Mr McGonagle or anyone else.  
 23 Q. You did; you spoke to Mr McGonagle and Mr Ryan at the  
 24 time?  
 25 A. I don't recall ever saying that to Mr McGonagle.

1 Q. Where has he got it from?  
 2 A. I don't know.  
 3 Q. He has not made it up, has he?  
 4 A. I don't know.  
 5 Q. Mr Singh, I suggest to you, you do know. It was your  
 6 plan as at April 2008, just before you were about to buy  
 7 the shares and become a director -- your plan, your  
 8 eventual plan, was to introduce a member of your own  
 9 extended family to replace Ms Birdi. Just as you and  
 10 your wife had been the OO and the DO at Grays, your plan  
 11 was to get rid of Ms Birdi and replace her with some  
 12 member of your extended family.  
 13 Was it Mr Patel, the optician who worked in another  
 14 optical store? Is he a member of your extended family?  
 15 A. No, he's not, no.  
 16 Q. Okay.  
 17 A. Like I said, I had no plan to do that and I don't know  
 18 what Mr McGonagle is talking about there.  
 19 Q. Mr Singh, he couldn't have made it up, could he?  
 20 A. I don't know. I don't know why he wrote that. I didn't  
 21 have that conversation with him. At that time, you  
 22 know, I'm going to a business where I'm taking over  
 23 50 per cent of the A shares.  
 24 Q. Yes, and you are going to manage and communicate with  
 25 Swarandeeep accordingly, according to your plan, which is

1 to introduce a member of your own extended family to  
 2 replace her. That's your plan: you are going to manage  
 3 her and communicate with her in a way which effectively  
 4 forces her out, one way or the other?  
 5 A. Like I said, Mr Stuart, I didn't have this conversation  
 6 with Mr McGonagle and I don't know why or where he got  
 7 that impression from or why he had written that in that  
 8 memo.  
 9 Q. And so it's pure coincidence that over the next two  
 10 years, from three days after you joined the store until  
 11 2010, when you eventually managed to get her exited from  
 12 the business -- it's pure coincidence that you do in  
 13 fact communicate with her and manage her in the way in  
 14 which you do, which does eventually cause her to be  
 15 exited; that's just a coincidence?  
 16 A. I don't think there's -- if you -- our relationship --  
 17 there's a lot of issues in our store and our business  
 18 relationship and to say that this was a motive, it's not  
 19 a correct one and I don't agree with it.  
 20 Q. Is there anything you said to Mr McGonagle at the time  
 21 that could have led him to believe that erroneously?  
 22 A. No.  
 23 Q. So he has literally just imagined it?  
 24 A. I don't know why he thought that or wrote that in this  
 25 memo.

1 Q. All right. You can put away bundle E5.  
 2 Right, so we were back in E6, near the end of E6,  
 3 and you do indeed raise the issue of her testing, don't  
 4 you? Almost immediately you arrive in the store, you  
 5 decide you are going to force her to test more than she  
 6 is testing, and more even than the four days that you  
 7 had told Mr McGonagle that you would be prepared to  
 8 agree to, with you doing a day's testing.  
 9 We were on page 1554 {E/420/1554} and plainly you  
 10 are telling Michael McGonagle now that what you are  
 11 going to do is you are going to force her to test four  
 12 and a half days a week? That's right, isn't it?  
 13 A. Yes, I have said to you I would have preferred if she  
 14 tested five days a week.  
 15 Q. What about you doing what you had agreed to do, test one  
 16 day a week, which is all she wanted you to do?  
 17 A. I never agreed to that.  
 18 Q. It's easy for you to say. She never agreed to test four  
 19 and a half days a week, did she?  
 20 A. She did. Oh, no, she --  
 21 Q. To whom?  
 22 A. -- she agreed to test four days a week.  
 23 Q. All right, so why are you asking her to do four and  
 24 a half?  
 25 A. Like I said, I would have preferred it if she did five.

1 Q. Of course you would. At page 1561 you write to her on  
 2 Thursday, 7 July? {E/426/1561}  
 3 A. Sorry, which page is that?  
 4 Q. 1561, 7 July, and obviously the issue of testing is  
 5 going to be used by you at this point. Do you see?  
 6 Just by the first hole punch:  
 7 "I have taken advice from senior members of SOG,  
 8 Neil Lunn, John Southwell and Michael McGonagle. We all  
 9 take the same view that locum costs should be at the  
 10 absolute minimum. We also believe that as optom  
 11 director there is no reason why you cannot perform sight  
 12 test duties four and a half days a week."  
 13 Do you see that?  
 14 A. Yes.  
 15 Q. Where did you get that from Mr McGonagle or Mr Southwell  
 16 or Mr Lunn? Between 4 August, writing to Mr McGonagle  
 17 at page 1554, {E/420/1554} and 1561, {E/426/1561}  
 18 7 August, you are alleging that senior members of SOG --  
 19 and you are naming them -- are going to back you up on  
 20 this. Where did you get that from? Did you speak to  
 21 them?  
 22 A. Yes, I spoke to them.  
 23 Q. Do you have their telephone numbers, all of them?  
 24 Mr Lunn, Mr McGonagle and Mr Southwell?  
 25 A. Every store has got a directory with all numbers of all

1 staff in SOG.  
 2 Q. Did they email you at all to your home email address  
 3 that you had given to Mr McGonagle at the end of your  
 4 email on 1554? {E/420/1554}  
 5 A. There may have been emails from -- between us. I don't  
 6 think I had an email from John Southwell but I certainly  
 7 had emails from Mr McGonagle and Mr Lunn.  
 8 Q. Right. So 1554 at the bottom:  
 9 "You can email on my personal email address,  
 10 kam.singh@talktalkbusiness.net."  
 11 Are you saying that you had some emails back from  
 12 Mr McGonagle prior to 7 August?  
 13 A. I may have done, yes, I don't know.  
 14 Q. You don't seem to have disclosed them?  
 15 A. I don't know if I had any emails.  
 16 Q. Okay.  
 17 A. If you also look, I was using -- there is another email  
 18 address as well and I don't know if I was going through  
 19 a change of email addresses at that time or not.  
 20 Q. Hm-mm. Anyway 1562, you are now writing to Mr Lunn. Do  
 21 you see? {E/427/1562}  
 22 A. Yes.  
 23 Q. Is this you escalating the matter up from Mr McGonagle  
 24 up to Mr Lunn now?  
 25 A. This is Mr Lunn.

73

1 Q. Yes?  
 2 A. My understanding that Mr Lunn is Mr McGonagle's  
 3 superior.  
 4 Q. Right. So you are escalating it up, from Mr McGonagle  
 5 up to his boss?  
 6 A. Yes, now I have had conversations with Mr Lunn on the  
 7 phone and I have made, you know, I'm getting a bit  
 8 frustrated with the fact that Ms Birdi is not committing  
 9 to what she has said she is going to do and I can't  
 10 see -- you know, I'm not getting anywhere with  
 11 Mr McGonagle. So now I have started to talk to Mr Lunn.  
 12 Q. Okay. What do you mean when you say you are not getting  
 13 anywhere with Mr McGonagle. He didn't agree with you,  
 14 did he?  
 15 A. He did agree with me. He did agree with me. He agreed  
 16 that for the interests of the business that she should  
 17 be doing the four days' testing.  
 18 Q. That's not quite how you put it to Mr Lunn. 1562, just  
 19 above the second hole punch, do you see a paragraph:  
 20 {E/427/1562}  
 21 "Secondly I would like to make some changes to the  
 22 business in order to improve its financial performance.  
 23 The main issue being the number of optom days she does  
 24 at the store."  
 25 "She" is obviously Swarandeeep Birdi, yes:

74

1 "Currently she does less than 3.5 days. Before  
 2 taking the store on, we had agreed to at least four  
 3 days' testing. This was agreed through negotiations  
 4 with both Michael McGonagle and Michael Ryan."  
 5 Are you suggesting she had agreed that?  
 6 A. I'm suggesting she agreed that, yes.  
 7 Q. Did you ever speak to her and say, "You agreed four  
 8 days' testing"?  
 9 A. We had an initial -- in our very first meeting in March,  
 10 we discussed the testing and then following that  
 11 meeting, I had -- as I said before, I had conversations  
 12 with Mr Ryan and Mr McGonagle about the testing issue  
 13 and they came back to me and said, "Look, she is  
 14 prepared to do four days' testing".  
 15 Q. If you did one day's testing?  
 16 A. No, not at all.  
 17 Q. That's what the memo said?  
 18 A. I didn't agree to one day's testing.  
 19 Q. She didn't agree to four days' testing?  
 20 A. I agreed to emergency cover as and when required.  
 21 Q. All right:  
 22 "This was a sticking point for me, her agreement to  
 23 test a minimum of four days helped my decision to take  
 24 the store on."  
 25 This is a bit of an exaggeration, isn't it,

75

1 Mr Singh? Are you now trying to say that you only  
 2 bought these shares for £60,000 and a salary of £42,000  
 3 plus, plus, plus, just because she agreed to increase  
 4 from 3.5 to 4 days a week? That's a lit bit unlikely,  
 5 isn't it?  
 6 MR POTTS: That's not what it said, my Lord -- sorry.  
 7 MR STUART: You are exaggerating there, aren't you?  
 8 A. No, I said it helped my decision to know that she was  
 9 being flexible and agreeing to go to four days' testing.  
 10 Q. What you say is:  
 11 "I am disappointed to see that she has not followed  
 12 this through and has not stuck to her word."  
 13 You haven't stuck to your word, have you?  
 14 Mr McGonagle has recorded that you agreed to do one day  
 15 a week?  
 16 A. As again, I didn't agree to that.  
 17 Q. No?  
 18 A. And it's not in my service contract to do that either.  
 19 Q. Okay. You say:  
 20 "I spoke to Swarandeeep about this and she refuses to  
 21 change. Looking at the rotas, I can reduce locum costs  
 22 by £2,000 a month..."  
 23 Not by her doing an extra half a day a week testing?  
 24 A. No, if you look at what I've written, I have written  
 25 that -- if you look at the rotas, this was a combination

76

1 of her doing an extra day's testing as well as reducing  
 2 the locum costs. So where I discussed about having two  
 3 days -- sorry, double clinics on every day, rather than  
 4 triple clinics, if you remove a locum, you are reducing  
 5 the cost.  
 6 Q. If we go to paragraph 22 of your witness statement,  
 7 Mr Singh, I'm going to suggest to you that you are  
 8 creating this issue. {C/1/5} You are turning it into  
 9 a big issue because you wish to manage Ms Birdi out of  
 10 the business and the reality is that the question of  
 11 whether she works three and a half or four days' testing  
 12 makes financially very little difference to the store.  
 13 Look at paragraph 22 of your statement -- and 21. Let's  
 14 start with 21: {C/1/5}  
 15 "Locum opticians at that time typically cost the  
 16 store around £250 a day."  
 17 Yes?  
 18 A. Yes.  
 19 Q. And paragraph 22:  
 20 "Ms Birdi conducted sight tests on a maximum three  
 21 and a half days a week."  
 22 Do you see that?  
 23 A. Yes.  
 24 Q. And we can see that also from your letters.  
 25 So the difference between what she was doing and

1 what you were making it an issue, that she must do  
 2 four days a week, would be half a day a week testing by  
 3 her. The additional locum costs for half a day a week  
 4 would be £125 a week. Yes? She didn't even work in the  
 5 store 52 weeks a year. She is entitled to five or  
 6 six weeks' holiday, isn't she? Yes? So let's say  
 7 48 weeks that she actually worked in the store. £125  
 8 saving a week. In a year her testing four days a week  
 9 might save you just over £5,000 a year. Do you see? Do  
 10 you see?  
 11 By comparison, if you had worked one day a week  
 12 testing, that would save you £250 a week. That would be  
 13 £10,000 a year that you could save in optom costs if you  
 14 did what you had agreed to do. So this financial  
 15 necessity is nonsense, isn't it?  
 16 A. No, not at all. I think you have oversimplified it.  
 17 Q. I have just taken it from your --  
 18 A. No, you haven't taken into account that I specifically  
 19 say, if you look at the rotas, we changed the rota  
 20 structure so -- I'll give you an example. You are just  
 21 talking about half a day testing now and you are  
 22 saying --  
 23 Q. No, you are.  
 24 A. You just mentioned that half a day would equate to £125.  
 25 If you have got a day where you have got three opticians

1 and you have got one locum that you don't need, it's not  
 2 £125 any more. If you just had two -- an optom and  
 3 Ms Birdi testing and you don't need a third locum,  
 4 that's £250 down. And other changes within the rota, we  
 5 would have had a £2,000 a month saving.  
 6 Q. As I said to you, if you would simply be a bit more  
 7 flexible and you would test one day a week -- because  
 8 you are an optometrist, and certainly before you  
 9 arrived, it was understood by Ms Birdi and by  
 10 Mr McGonagle and Mr Ryan and Mr Clark and Mr Dyson that  
 11 you were going to be doing one day a week testing. If  
 12 you simply did that, that would enable the rotas to be  
 13 changed by one full optometrist day testing per week, 48  
 14 weeks a year. £12,000 you could save. That's £1,000  
 15 a month of your savings could be done simply by you  
 16 changing the rotas to put yourself on testing for a day  
 17 a week. That is the position, isn't it?  
 18 A. No, Mr Stuart. As I said, my role here was dispenser  
 19 retailer, whatever you want to call it. I wasn't  
 20 employed --  
 21 Q. "Optician" was your contract of employment.  
 22 A. That's what it says on the service contract but I have  
 23 gone into this business as a retailer, or a DO looking  
 24 after the retail side of the business.  
 25 Q. Yes.

1 A. So this isn't a case of I was going into this business  
 2 to test one day a week. It wasn't that case.  
 3 Q. But you were getting £42,000 a year plus, plus, because  
 4 of your special expertise, your -- you were an optician  
 5 and therefore you could command a much higher salary  
 6 than Mr Patel, on £32,000 a year, because he was just  
 7 the retailer/dispensing optician.  
 8 A. No, I think, as I said, the reason why I asked for that  
 9 salary was because I wanted -- there is a lot of work to  
 10 do in the business. This isn't just about testing. You  
 11 have to turn a business around. You have to look at the  
 12 whole structure of your team. You have to motivate your  
 13 team and that's what I was there to do.  
 14 Q. You say it's not just about testing. Page 1562 by the  
 15 second hole punch -- I just took you to it. {E/427/1562}  
 16 When you escalated it up to Neil Lunn, you said:  
 17 "The main issue being the number of optom days she  
 18 does at the store."  
 19 3.5 up to four. That's the main issue you want to  
 20 pick with her and you want to turn it into an issue  
 21 about which she is going to get disciplined and  
 22 eventually dismissed, isn't she, for not having done  
 23 that?  
 24 A. No.  
 25 Q. She was. She was eventually dismissed over the testing

1 issue.

2 A. If we look at this business that needed a lot of

3 attention and you go into businesses -- at that time

4 when I took it over, it was overdrawn. To make the

5 changes, every little thing helps. Every 1 per cent

6 change that you make to the costs makes a difference to

7 your bottom line and to your cash in your business. So

8 I was looking at every aspect of the business. If you

9 refer to my letter, the initial meeting, it's not just

10 about testing, there is a whole different host of

11 criterion there regarding cost of sales, staffing

12 structure.

13 So I was looking at the whole business. All I was

14 asking Ms Birdi to do was to look after her end of the

15 business, which was the testing side and maintain those

16 costs. That's what I was looking to do.

17 Q. Page 1573 {E/434/1573} and 1574 {E/434.1/1574}, she

18 sends you an email, doesn't she, 1574:

19 "To Mr Kam Singh

20 "Re various matters

21 "Following our meeting on 31 July, you made the

22 following statement:

23 "'I was told that you will test four days and I will

24 make sure it is enforced.'"

25 Do you see that? That's what you said to her and

81

1 that was the way you were going to manage her and

2 communicate with her, wasn't it?

3 A. No, I didn't actually say that to her. I don't recall

4 ever saying that to her.

5 Q. You were going to do exactly what Mr McGonagle told

6 Mr Ryan you were going to do and you were going to

7 manage her out of the business so that you could get

8 your family member in.

9 A. No.

10 Q. All right. She plainly thought that that was what you

11 were doing, didn't she? You received this email, 1574.

12 {E/434.1/1574}

13 A. Yes.

14 Q. She is upset, isn't she, at the way you are speaking to

15 her. She says:

16 "Needless to say, that resulted in the meeting

17 ending abruptly as I felt threatened and upset by your

18 manner.

19 "You seem to be under the misapprehension that you

20 are in some way my line manager or otherwise running the

21 store. Let me remind you that we are equal directors in

22 this business. I really do not know what makes you

23 think that you can force me to change the role which

24 I have been performing successfully for eight and a half

25 years when you have been here for less than three weeks.

82

1 "While we are on the subject of testing can you

2 explain when you would be prepared to test? I was told

3 by Michael McGonagle that you would be prepared to test

4 as the business required and he especially mentioned

5 walk-in appointments also. However, this does not seem

6 to be the case. You refused to test a walk-in ... "

7 Do you see?

8 A. So -- that's not true. I did test walk-in patients and

9 I did do emergency cover. So if there is an optom

10 sick -- I even recall a day when Ms Birdi was off sick

11 and I covered her clinic.

12 Q. Over the page at 1575 {E/434.1/1575} she explains how

13 much she has improved the financial state of the store

14 since she had returned from her period of suspension and

15 illness. So from January 2008 through to August 2008,

16 in that seven months she had reduced the negative

17 balance from minus £93,500 to minus £19,000. So the

18 store had improved by £74,000. Do you see that? And

19 then she says the balance today is minus 3,000. So it

20 has improved by £90,000:

21 "Therefore the undue pressure you are continuously

22 applying to me is neither necessary nor productive."

23 Do you remember she said this to you?

24 A. I don't.

25 Q. Okay. She then complained about the fact that:

83

1 " ... the store is a joint venture store ... "

2 It's a JVP store, isn't it:

3 " ... not a shared venture store therefore your

4 continuous involvement of the shared venture guys Neil

5 and Michael is unnecessary and I feel that you are doing

6 this again to put undue pressure on me."

7 Do you see? And that's right, isn't it? What has

8 it got to do with Neil Lunn by this point?

9 A. Neil Lunn and Mr McGonagle were the people that I had

10 been liaising -- we had all been talking to prior to me

11 taking the store on.

12 Q. Of course, because at that time it was a shared venture

13 store and that's in their department.

14 A. Yes, and then it ultimately went over to the JVP RST

15 team.

16 Q. Yes.

17 A. So I had my concerns with it. I think they do the same

18 job but with a different title. They are both there to

19 support the stores. So if you had Neil Lunn or

20 Michael McGonagle look after the business or you had --

21 which became Mike Rowe in the end, in my mind, in my

22 opinion, they do the same function.

23 Q. Was it because you had been promised by people at SOG,

24 either Mr Lunn or Mr McGonagle -- you had been promised

25 support in your plan to remove her?

84

1 A. There was no plan and there was no support as such.  
2 They were there to support my introduction to the  
3 business and also, as the RST team do right now, they  
4 support the partners in managing the business, the day  
5 to day operations of it. If you need any assistance  
6 with anything, they are there to give you a hand, and  
7 the fact that we were talking to Neil Lunn and  
8 Michael McGonagle I think is irrelevant because they are  
9 there doing the same thing that Mr Rowe does, as far as  
10 I'm concerned.  
11 Q. So it's your evidence that you were not given any sort  
12 of promise or indication from Mr McGonagle or Mr Lunn,  
13 or Mr Ryan perhaps --  
14 A. Not at all.  
15 Q. -- that if you take on this store, we, Specsavers, will  
16 help you. Are you sure about that?  
17 A. 100 per cent.  
18 Q. Okay. If you can flick on to page 1585. {E/440/1585}  
19 Somebody in charge of providing the store with locums  
20 made a complaint about your rude behaviour, didn't they?  
21 Do you remember?  
22 A. I don't know about this, no.  
23 Q. You didn't know about this?  
24 A. No.  
25 Q. Okay. And then the complaints backwards and forwards

1 carry on, don't they? Page 1587. {E/441/1587} She is  
2 writing to you on 1586, and then 1588 you are  
3 responding: {E/443/1588}  
4 "Swarandeeep ...  
5 "In reply to your email sent today.  
6 "Use of mobile phone ...  
7 "Secondly you keep mentioning punctuality ..."  
8 Et cetera. It's going backwards and forwards, isn't  
9 it? Is that right?  
10 A. It is, yes.  
11 Q. And eventually you decide to involve -- well, to up the  
12 escalation. Is that right? Go to page 1590.  
13 {E/444/1590}. Do you see that? There is a little  
14 string of emails. You are in personal email  
15 correspondence with Mr Lunn. He is using your TalkTalk  
16 business address and you are using your TalkTalk  
17 business address to write to him. Do you see?  
18 A. Yes.  
19 Q. And I think the chain actually starts over the page at  
20 1591: {E/444/1591}  
21 "Hi Neil.  
22 "I confirm I will be attending to 10 September.  
23 "Regards, Kam."  
24 Yes?  
25 A. Yes.

1 Q. "Hi Kam.  
2 "Thanks. Has SB seen the letter yet?  
3 "Thanks, Neil."  
4 This is the letter that Mr Lunn has written. Sorry,  
5 I shouldn't have skipped it, probably. It's page 1581.  
6 Mr Lunn wrote a letter: {E/438.1/1581}  
7 "Dear Swarandeeep and Kam ..."  
8 But he sent it just to the store, didn't he;  
9 Specsavers opticians?  
10 A. Yes.  
11 Q. And you received -- in your role as retailer, DO, you  
12 open the store's post, don't you?  
13 A. No.  
14 Q. You deal with that. No?  
15 A. No, Ms Birdi used to open a lot of the post.  
16 Q. All right. She didn't get this letter, though, because  
17 at page 1591 he asks: {E/444/1591}  
18 "Has she seen the letter yet?  
19 "Thanks, Neil."  
20 Page 1590 you say: {E/444/1590}  
21 "No, I will give it to her tomorrow."  
22 Do you see that?  
23 A. Yes.  
24 Q. Was there any reason why you were holding on to the  
25 letter for a few days? Is that what you discussed with

1 Mr Lunn? Is that the scheme?  
2 A. No, it may have been -- I can't recall holding on to the  
3 letter but that would have been ...  
4 Q. Okay.  
5 A. So that's on a Monday. It's late afternoon. So I was  
6 going to give it to her. I have written to him at 4.59.  
7 Q. Anyway, you do eventually give it to her and there is  
8 eventually going to be a meeting, isn't there? Yes?  
9 A. Yes.  
10 Q. And in between that, you write your email at 1593 to  
11 1594 about the costs of locum cover: {E/445/1593}  
12 "Swarandeeep.  
13 "I need to address some serious business issues with  
14 you.  
15 "1. Closing of store on Sunday ...  
16 "2. Costs of Locum Cover."  
17 Do you see that?  
18 A. Yes.  
19 Q. Who are you discussing things with up in SOG at this  
20 point? This is round about 18/19 August 2008?  
21 A. Mr Lunn, I think. And maybe Mr McGonagle still.  
22 I think he was still looking after us.  
23 Q. Okay. Go to page 1596. {E/446/1596} Mr Raines is  
24 writing to Mr Savill. Did you have any dealings with  
25 Mr Raines or Mr Savill?

1 A. No.  
 2 Q. It says:  
 3 "Hi Kam is now in the store - can you please arrange  
 4 to visit the store three times (as part of new partner  
 5 support). There is a concern that Kam may go 'native'  
 6 once in the store - I am sure he won't but we need to  
 7 guard against it."  
 8 Do you see that?  
 9 A. Yes.  
 10 Q. "Kam's objective is to drive the business forward and  
 11 not let Swarandeeep impact upon that objective - Kam may  
 12 need your support."  
 13 Do you see that?  
 14 A. Yes.  
 15 Q. Swarandeeep Birdi, she wanted to drive the business  
 16 forwards, didn't she? She was making profits of  
 17 50 per cent of whatever the store made. She may have  
 18 her own ways of doing it; she may not agree with all  
 19 your methods --  
 20 A. Yes, I would agree with that.  
 21 Q. -- but the two of you at least had the same objective,  
 22 didn't you: make more money, stop losing money?  
 23 A. Yes.  
 24 Q. You would agree with that much at least?  
 25 A. Yes.

89

1 Q. So you both had the objective of driving the business  
 2 forward. Why is it that you and SOG are quite so cosy  
 3 at this stage? August 2008, you have just joined the  
 4 store. And we have got Mr Raines, Mr Savill,  
 5 Mr McGonagle, Mr Lunn, obviously Mr Ryan before that.  
 6 They all seem to be (a) supporting you and (b) people  
 7 with whom you believe you will get support. Why is  
 8 that?  
 9 A. I'm only contacting these people in SOG as I have always  
 10 done that throughout the Grays store and this is nothing  
 11 new to me, to contact the guys in SOG or SOS. So  
 12 I don't see it as support. You know, I'm reaching out  
 13 to them asking them for help, certainly, on issues that  
 14 I have got. But I can't see any -- well, I wasn't even  
 15 party to these emails. So I don't know about these  
 16 emails whatsoever.  
 17 Q. Okay. I'm going to suggest to you that you were having  
 18 conversations with these people, certainly Mr Lunn,  
 19 Mr McGonagle, possibly even Mr Raines, who is quite high  
 20 up the chain, isn't he?  
 21 A. I have confirmed I had conversations with Mr Lunn,  
 22 Mr McGonagle, but I haven't had any conversations with  
 23 Mr Raines at all at this point, no.  
 24 Q. Anyone else apart from McGonagle and Lunn?  
 25 A. No.

90

1 Q. No. Okay. So then the meeting is going to take place  
 2 and as far as you are concerned, this is a meeting to  
 3 support you, isn't it? Page 1608. 1608? {E/454/1608}  
 4 Some internal emails about the forthcoming meeting. The  
 5 subject is "Dartford-SB". I presume that means  
 6 "Dartford-Swarandeeep Birdi", does it, SB?  
 7 A. Yes.  
 8 Q. And you are having private emails, you have changed your  
 9 email address now to kam.singh@tiscali.co.uk. Is that  
 10 right?  
 11 A. Yes.  
 12 Q. And Mr Lunn and Ms del Grazia are cc'ing you in or  
 13 emailing you, aren't they?  
 14 A. Hm-mm.  
 15 Q. So you felt you had the support, no doubt of  
 16 Cristina del Grazia who is in -- what department is she  
 17 in?  
 18 A. The company secretary, I believe she was.  
 19 Q. Right. Why are you involving her at this stage? This  
 20 is just a business review meeting. Why are you  
 21 involving the company secretary?  
 22 A. Just give me a second to just read this so I can refresh  
 23 myself. (Pause)  
 24 Well, I'm not actually writing to Ms del Grazia, am  
 25 I? I'm writing to Mr Lunn.

91

1 Q. You are writing to Mr Lunn at the bottom: {E/454/1608}  
 2 "Hi Neil. I think our relationship has hit a rocky  
 3 patch."  
 4 A. Yes.  
 5 Q. "Surely we can't go on like this."  
 6 A. Yes.  
 7 Q. And then Mr Lunn is writing to Ms del Grazia and copying  
 8 you in:  
 9 "Cristina.  
 10 "As you are aware, I have written to Dartford to  
 11 arrange the meeting with Michael McGonagle."  
 12 Do you see?  
 13 A. Yes.  
 14 Q. "Kam is experiencing relationship issues and has asked  
 15 for my advice, which is to be patient, keep acting in  
 16 the interests of the business, recording incidents as  
 17 appropriate and continue to monitor or log issues in  
 18 advance of the planned meeting with Michael McGonagle.  
 19 "If SB does not attend or recognise MM's role what  
 20 is the next step? I also ask myself if another female  
 21 should be present..."  
 22 Do you see that?  
 23 A. Yes.  
 24 Q. So what did you think -- why did you think Ms del Grazia  
 25 was becoming involved in this?

92



1 A. Well, if you look at my email, I have written an email  
2 to Mr Lunn.  
3 Q. Yes.  
4 A. Which is clearly saying, "I need some advice on how to  
5 solve our situation". That's my email to Mr Lunn and  
6 Mr Lunn has written an email to Ms del Grazia, asking  
7 for her advice.  
8 Q. Yes. So at this time, did you think you had the support  
9 of Mr Lunn and Ms del Grazia?  
10 A. No, at this point I'm seeking advice on how we can solve  
11 the situation.  
12 Q. Okay. I don't need to deal with the Neil Lunn emails.  
13 So eventually, page 1629, {E/463/1629} Ms Birdi has  
14 been asking, "What's the purpose of this meeting?" and  
15 at 1629, she believes it will be:  
16 "... of more benefit for the JV RST to meet with us  
17 at Dartford..."  
18 Do you see that, second paragraph, page 1629:  
19 "... to help us to develop a business plan as  
20 I understand from correspondence with  
21 Cristina del Grazia that 'shared venture stores are  
22 operated on a different basis' than the majority of  
23 Specsavers' businesses."  
24 Do you see?  
25 A. Yes.

1 Q. She thinks it should just be the RST in the joint  
2 venture partnership group, not your friend,  
3 Mr McGonagle, or his boss, Mr Lunn, in the shared  
4 venture group, who seem to have a different agenda to  
5 hers.  
6 Did you understand that that was the point she was  
7 making?  
8 A. Sorry, what's the question, sorry?  
9 Q. Did you understand that she was concerned that you  
10 seemed to be getting the meeting arranged with  
11 Mr McGonagle, supported by Mr Lunn, his boss, who are  
12 all in the shared venture department, which as far as  
13 she is concerned is a different department from that  
14 which should actually be supporting the store?  
15 A. Okay.  
16 Q. Did you understand that?  
17 A. Yes, okay.  
18 Q. Why were you involving Mr McGonagle and Mr Lunn at this  
19 point, rather than the actual support team, the retail  
20 support team?  
21 A. As I said before --  
22 Q. Yes.  
23 A. -- my view is -- and it's having dealt with Mr McGonagle  
24 and seen what they -- and Mr Lunn -- what they do,  
25 I don't see any difference in their function compared to

1 the current retail support team. So I had no issues  
2 talking to Mr Lunn because they are offering us the same  
3 support that we would have had from -- who was Mr Rowe,  
4 at the end of it -- at the end of it, when we did  
5 a transition over to the JV retail support team.  
6 So I don't know -- Ms Birdi obviously had an issue  
7 with this, but I didn't have any issues with it.  
8 Q. Okay. Then, before the meeting, there followed some  
9 further email complaints backwards and forwards between  
10 you and Ms Birdi. Is that right?  
11 A. Sorry, when?  
12 Q. Between the beginning of September and the actual  
13 meeting, the crucial meeting, there followed further  
14 email mail correspondence between you --  
15 A. Yes, possibly. We had lots of emails between us.  
16 Q. Yes, all right. You can put away that bundle. Can you  
17 just be passed E7.  
18 Do you recall the meeting itself, 12 September  
19 meeting?  
20 A. Which --  
21 Q. Beginning of the bundle, page 1672. {E/482/1672} There  
22 is a version of a letter, which -- I think Ms Birdi says  
23 she didn't get this at the time. 16 September 2008.  
24 Again, it's just sent to Specsavers Opticians:  
25 "Dear Swarandeeep and Kam ..."

1 Do you see it?  
2 A. Yes.  
3 Q. It's just sent to the store. Is this another letter  
4 that you didn't show her?  
5 A. No, like I said, the mail is opened by the store staff,  
6 as well as Ms Birdi or myself.  
7 Q. Okay.  
8 A. So any communication that happened between -- that was  
9 addressed to the store, I would have shown it to  
10 Ms Birdi.  
11 Q. Okay. So 1675, {E/484/1675} Mr Rowe is telling  
12 Mr Raines about the meeting and attaching a letter that  
13 he had sent, the full version of it. So we will use  
14 that copy. Do you see 1675?  
15 A. Yes.  
16 Q. Mr Rowe is reporting to Mr Raines, second paragraph,  
17 last line:  
18 "The store actually is a goldmine..."  
19 Do you see that?  
20 A. Yes.  
21 Q. Was that your view at the time as well? You had only  
22 been there less than two months but had the store turned  
23 out to be the goldmine that you hoped it would?  
24 A. At that point in time?  
25 Q. Yes.

1 A. No, that was -- my main concern was getting these issues  
 2 sorted between me and Ms Birdi.  
 3 Q. Okay. We can see from his next line:  
 4 "As an RST we will be keeping a very close eye on  
 5 them and as a TAPS store we will be following the TAPS  
 6 process."  
 7 So it was a TAPS store at the time of your meeting,  
 8 wasn't it? This is the meeting where you say Ms Birdi  
 9 agreed to test four days a week. It was actually a TAPS  
 10 store and identified as such at that time?  
 11 A. According to this, yes.  
 12 Q. When did it come off TAPS, your store?  
 13 A. I don't know.  
 14 Q. You are the retail director of the store; you must know  
 15 when you came off TAPS?  
 16 A. I couldn't given you a date when it happened.  
 17 Q. Was it very soon thereafter? Was it around  
 18 October 2008?  
 19 A. All I can say is when the financial situation of the  
 20 business improved, it came out of TAPS.  
 21 Q. Yes, it had already improved to the state of being only  
 22 minus £3,000 as at July. By September, it was actually  
 23 slightly positive, and by October, you were no longer on  
 24 the full TAPS list. That's right, isn't it?  
 25 A. So October then.

1 Q. October 2008, you come off TAPS.  
 2 The letter that Mr Rowe wrote, we have the full  
 3 version of it with the three pages, starting at 1676.  
 4 Do you see that? {E/484.1/1676}  
 5 A. Yes.  
 6 Q. And at 1677 -- he has dealt with the relationship issues  
 7 and he has moved on to business planning at number 2 and  
 8 especially the issue of the number of days testing. Do  
 9 you see that, under heading 2, "Business Planning"?  
 10 A. Yes.  
 11 Q. So the fourth line: {E/484.1/1677}  
 12 "During this discussion Kam raised the issue of the  
 13 clinic structures and the number of days Swarandeeep  
 14 tests. After a detailed discussion Swarandeeep confirmed  
 15 that she would move from three and a half days' testing  
 16 to a full four days' testing. Swarandeeep did confirm  
 17 that she wished to have one full day out of the test  
 18 room to keep up to date with all her other roles and  
 19 responsibilities. This was agreed by all parties."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. You know that Ms Birdi says that she agreed to do that  
 23 whilst the store was in TAPS and depending upon her  
 24 other directorial duties. You know that that's what she  
 25 says she agreed?

1 A. That's what she says.  
 2 Q. That's what she says she agreed to. You were at the  
 3 meeting. Did you make any notes of what she agreed to  
 4 do?  
 5 A. I didn't take any notes but ...  
 6 Q. Did you write any emails to anybody about what had been  
 7 agreed at that time?  
 8 A. No. Mr Rowe was there. He took -- I believe he took  
 9 notes.  
 10 Q. Yes.  
 11 A. And it was quite clear that she agreed to four days'  
 12 testing and there was no mention of agreeing to four  
 13 days' testing while the store was in TAPS only.  
 14 Q. When you say there was no mention, was there any mention  
 15 of how long it was going to go on for? I think you had  
 16 previously mentioned six months of doing this, hadn't  
 17 you?  
 18 A. No.  
 19 Q. Do you remember?  
 20 A. No. My understanding that she would commit to four  
 21 days' testing, full stop.  
 22 Q. Full stop? Okay. But as you know, she says that -- she  
 23 placed some conditions upon it; yes?  
 24 A. She didn't, no.  
 25 Q. No, but she says she did?

1 A. Oh, sorry, she says she does now, but at that time she  
 2 didn't, no.  
 3 Q. Right. Okay. Page 1688. {E/489/1688} Do you remember,  
 4 you had had your first tactical meeting with her and you  
 5 were reporting back to Mr Rowe; yes? You say:  
 6 "I'm happy with the way things went, it was very  
 7 structured ..."  
 8 Et cetera:  
 9 "The meeting was recorded..."  
 10 Do you remember that?  
 11 A. Yes.  
 12 Q. And then 1690 is your note of the meeting, your tactical  
 13 meeting? {E/490/1690}  
 14 A. Yes.  
 15 Q. And at the bottom of the page, under "Locum Rota And SB  
 16 4 full days testing", you have written:  
 17 "Dr P (locum) to reduce testing to 3 days/week from  
 18 9th October, removing Thursdays. SB to go to 4 full  
 19 days testing from 5th Oct."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. And she responded, didn't she, page 1693, saying that  
 23 she hadn't had a chance to check the details of what you  
 24 had written. {E/491/1693} Do you recall that? That's  
 25 just above the first hole punch:

1 "The meeting notes and action points have been drawn  
 2 up by you and I have not had an opportunity to check the  
 3 details.  
 4 "However having a quick glance over them I have seen  
 5 a number of issues that stand out as not being confirmed  
 6 or are incorrect."  
 7 Do you recall?  
 8 A. Okay.  
 9 Q. Do you recall that?  
 10 A. Yes.  
 11 Q. Okay. Page 1694. {E/492/1694} There are some  
 12 manuscript notes. Do you recognise those?  
 13 A. Yes, it's my writing, and some of Ms Birdi's writing in  
 14 there as well.  
 15 Q. Right. So these are the manuscript notes of the  
 16 meeting; is that right? It's the next week's meeting,  
 17 25 September. Is that right?  
 18 A. Yes, dated 25 September.  
 19 Q. So that was the date of the meeting?  
 20 A. Which meeting are you referring to?  
 21 Q. It looks like a meeting between you and Ms Birdi. It  
 22 says:  
 23 "Meeting SB and KS."  
 24 A. Yes.  
 25 Q. That's what I can read on it?

101

1 A. Yes.  
 2 Q. Page 1694.  
 3 A. These notes, they are of the 25th. So we must have had  
 4 another meeting on the 25th.  
 5 Q. Hm-mm. Yes. Do you recall that meeting now or not?  
 6 A. I don't recall the meeting, no, but we have obviously  
 7 had a meeting.  
 8 Q. At that meeting did you discuss the issue of how many  
 9 days' testing she was going to do?  
 10 A. Like I say, I don't recall the meeting.  
 11 Q. Okay. If you look at the bottom of 1694, there is an  
 12 item. It says: {E/492/1694}  
 13 "KS."  
 14 It's about locums, do you see?  
 15 A. Yes.  
 16 Q. And over the page. {E/492/1695} It has all got a bit  
 17 cut off. Is this your writing? Can you tell us what  
 18 this says? At the top of page 1695?  
 19 A. It says:  
 20 "You won't without discussion ..."  
 21 And then it's crossed out:  
 22 "... discussion [with Kam] with KS."  
 23 Q. Yes?  
 24 A. I can't read...  
 25 Q. Is it:

102

1 "How do I ..."  
 2 A. That's not my writing.  
 3 Q. Okay.  
 4 A. That's Ms Birdi's writing.  
 5 Q. And what about the next bit where it says:  
 6 "KS: there is no way I will ..."  
 7 A. "... give you sole decision."  
 8 Q. "... on booking him."  
 9 Is that right?  
 10 MR JUSTICE NUGEE: "... locum".  
 11 MR STUART: Not "him", "locum". Do you see that?  
 12 A. Yes.  
 13 Q. Were you already having arguments about booking locums?  
 14 A. Yes, we had -- from the outset on our first initial  
 15 meeting, it's clear that, you know, we are a business  
 16 that uses a lot of locums and you have got different  
 17 scenarios with locums. You have got some locums that  
 18 perform better than other locums and my issue was that  
 19 I knew a lot of locums that performed really well and  
 20 one of the areas that you measure a locum on is on their  
 21 conversion rates. And the guys that -- the locums we  
 22 were employing in our business had very poor conversion  
 23 rates so I didn't want -- and based on the locums that  
 24 Ms Birdi had employed, I didn't want to have that  
 25 decision just based -- sorry, I didn't want that

103

1 decision to be just Ms Birdi's decision, because  
 2 I felt -- well, I know I have got a significant input  
 3 into that decision-making and, in turn, to make the  
 4 business better and perform better.  
 5 Q. And then the crucial bit comes over. 1696. The first  
 6 bit is you speaking, "KS", yes: {E/492/1696}  
 7 "This issue has been contentious. Issue = locum  
 8 cover."  
 9 Do you see that?  
 10 A. Yes.  
 11 Q. "I have been discussing this with you for a long time  
 12 and don't feel we have had a resolution. It has taken  
 13 a long time for you to agree to four days' testing..."  
 14 Do you see?  
 15 A. Yes.  
 16 Q. "... and the reduction of locum on Saturday. With this  
 17 in mind and what I have gone through, there is no way  
 18 I want to give you sole responsibility for booking  
 19 locums as and when you want."  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. And then there is something about ticking a box and  
 23 things and then is says:  
 24 "SB: As I have said to you ..."  
 25 Do you see this bit? I know it's not your

104

1 writing -- or is this your writing?  
 2 A. No, it's Ms Birdi.  
 3 Q. "As I have said to you, I may not ever need to adjust  
 4 ..."  
 5 Is that "adjust":  
 6 "... but if there are times when I need to book  
 7 a locum, I will do it as the business needs, plus my  
 8 directorial duties dictate."  
 9 So she was agreeing to the concept -- at the time --  
 10 of four days' testing, but subject to her directorial  
 11 duties dictating it and the business needs of the  
 12 business, wasn't she?  
 13 A. That's what she has put in the notes, yes.  
 14 Q. Yes. Do you recall that, that that was the way she was  
 15 approaching matters at that time?  
 16 A. Like I've said, I don't actually recall the meeting, but  
 17 I'm just going by the notes as we read them.  
 18 Q. Okay. Fine. If you go to 1683. 1683? {E/486/1683}  
 19 She also emailed you on 18 September, didn't she? It  
 20 started about the cancellation of a locum but by the  
 21 second hole punch, by the second hole punch, she said in  
 22 writing to you:  
 23 "If I need to perform other duties as required of me  
 24 in the interests of the business and as a director  
 25 I will adjust my testing and rebook a locum if necessary  
 105

1 as the business and my directorial duties dictate  
 2 without further discussion."  
 3 Do you see that?  
 4 A. Yes.  
 5 Q. That's what she wrote to you, to put it on record. And  
 6 that was her position, wasn't it, as at September 2008?  
 7 Within a week of the meeting of 12 September, that was  
 8 her position?  
 9 A. 12 September?  
 10 Q. Yes, the meeting, do you remember, had been on  
 11 12 September 2008? Within a week she is writing to you  
 12 clarifying the position, page 1683, {E/486/1683} and the  
 13 two notes of the meetings that I have shown you. That  
 14 was her position regarding the four days' testing issue.  
 15 Do you see that?  
 16 Perhaps you are suggesting you didn't get that  
 17 email? Did you not?  
 18 A. I got so many emails from Ms Birdi, so ... obviously  
 19 I got this email to my email account. I don't remember  
 20 the email, but that's what it says in the email.  
 21 Q. Okay. My Lord, I have finished that bit. I see the  
 22 time.  
 23 MR JUSTICE NUGEE: We will resume at 2 o'clock. I will  
 24 remind you not to talk to anybody over lunch, Mr Singh.  
 25 (1.01 pm)

1 (The short adjournment)  
 2 (2.00 pm)  
 3 MR JUSTICE NUGEE: Yes?  
 4 MR STUART: So, Mr Singh, can you have your witness  
 5 statement open? We had reached paragraph 36, {C/1/9}  
 6 the meeting of September 2008, in which you confirm in  
 7 paragraph 36 that at the 18 September meeting, Ms Birdi  
 8 confirmed to you that she did agree to increase the  
 9 number of days testing, and I took you to the basis upon  
 10 which she made that agreement.  
 11 In paragraph 36 -- do you have it? Paragraph 36 on  
 12 page 9 of the bundle, about eight lines down there is  
 13 a sentence start starting: {C/1/9}  
 14 "However, we were unable to agree on the issue of  
 15 sight testing. Ms Birdi wanted me to conduct sight  
 16 testing as I am also a qualified ophthalmic optician."  
 17 Do you see that?  
 18 A. Yes.  
 19 Q. She asked you, didn't she, to test, on occasion --  
 20 perhaps one day a week -- but you refused, absolutely  
 21 refused. That's right, isn't it?  
 22 A. Yes, she wanted me to test one day a week and I wasn't  
 23 prepared to do that, no. I was prepared to do emergency  
 24 cover.  
 25 Q. Okay. If you go over to paragraph 37, {C/1/10} we have  
 107

1 gone to December now. Do you see that? And you refer  
 2 to another meeting with Mr Rowe, which is covered by his  
 3 note in bundle E8. Do you have E8? Could you be shown  
 4 E8. Page 1996. {E/645.1/1996} Do you see 1996?  
 5 A. Yes.  
 6 Q. This is Mr Rowe thanking you both for your honesty and  
 7 frankness. Do you see that?  
 8 A. Yes.  
 9 Q. And it looks like -- at the bottom, there is:  
 10 {E/645.1/1995}  
 11 "A set of meeting behaviours and rules were  
 12 developed ..."  
 13 And the two of you agreed to be honest with each  
 14 other, listen to each other, et cetera, have a positive  
 15 approach, put the business first and all those sorts of  
 16 things. Is that right?  
 17 A. Correct.  
 18 Q. But you say at paragraph 38: {C/1/10}  
 19 "Despite this ... Ms Birdi's behaviour became  
 20 increasingly erratic and irrational."  
 21 This is paragraph 38 -- you cite an example of her  
 22 pulling out her dictaphone. Do you see that?  
 23 A. Yes.  
 24 Q. You say it happened at least twice. She says it  
 25 happened once and only in response to you being

1 aggressive and bullying and her having to warn you off  
 2 from being so aggressive and bullying by pointing out to  
 3 you that if necessary, she would record you. That's  
 4 what actually happened on that occasion, wasn't it?  
 5 A. No, no, this was on -- on this occasion, this was on the  
 6 shop floor in front of customers and staff. I can't  
 7 remember the -- well, we didn't actually have  
 8 a conversation when she pulled it out. But as we were  
 9 starting to have a conversation, the dictaphone came out  
 10 and I've just thought, "This is not normal behaviour",  
 11 and that's where it ended.  
 12 Q. So you don't accept that she thought that you were  
 13 bullying her and acted aggressively towards her -- and  
 14 indeed lying to her on occasion?  
 15 A. Not at all.  
 16 Q. Or lying about her?  
 17 A. No.  
 18 Q. All right. Do you recall the incident of the clock-in  
 19 machine? Do you recall that now or not?  
 20 A. Yes. Yes, I remember it.  
 21 Q. And I think you had said -- in November 2008 you had  
 22 written an email, saying:  
 23 "The clock-in machine is on trial, as you are aware  
 24 I have discussed it with you prior to implementation."  
 25 Do you remember?

109

1 A. Which document is that?  
 2 Q. I think you find that -- 26 November 2008 is in --  
 3 sorry, we should have gone back to it. I'm in E7;  
 4 I have lost my little ticket.  
 5 MR JUSTICE NUGEE: 1761.  
 6 MR STUART: Yes, 1761: {E/530/1761}  
 7 "The clock-in machine is on trial ..."  
 8 Do you see about six lines down:  
 9 "... as you are aware and I have discussed it with  
 10 you prior to implementation."  
 11 That wasn't true, was it? You hadn't discussed it  
 12 with her prior to implementation?  
 13 A. I'm pretty sure I did.  
 14 Q. Okay. Do you recall when that was?  
 15 A. It's such a long time ago.  
 16 Q. You can't --  
 17 A. I remember the clock-in machine but I can't remember  
 18 everything -- you know, the discussions around it.  
 19 Q. All right. Paragraphs 39 to 41. {C/1/10} You are  
 20 dealing with the period now -- we are into May 2009. Do  
 21 you see that? This is this issue about this four-week  
 22 trial period whilst Ms Birdi led the store on Tuesdays,  
 23 rather than testing, Tuesdays being your day off. Do  
 24 you remember that?  
 25 A. Yes.

110

1 Q. That issue arising? And you know that it's her case  
 2 that to the extent that during that period she did not  
 3 improve your sales figures, that was actually because  
 4 you had understaffed the shop on those Tuesdays. Do you  
 5 recall her complaining about that?  
 6 A. No, I don't.  
 7 Q. Okay. Do you have E7?  
 8 A. Yes.  
 9 Q. 1934. {E/603/1934} This is where you have done your  
 10 analysis, you say, and according to you, the sales have  
 11 gone down. Page 1934.  
 12 A. Yes.  
 13 Q. And below the second hole punch, you are also suggesting  
 14 that the morale of the team is very poor and, "I have  
 15 asked by some staff to have their day off changed to  
 16 Tuesday". So your explanation for some of the staff not  
 17 being in store on Tuesday was that you were suggesting  
 18 they had actually asked for the day off?  
 19 A. That's correct, yes.  
 20 Q. You are seeking to suggest that they had asked for the  
 21 day off because she was on the shop floor?  
 22 A. Yes.  
 23 Q. Who are these staff who didn't like -- they had worked  
 24 for her for eight years, most of them, long before you  
 25 arrived the previous July. Who are these staff?

111

1 A. The staff I remember would have been Helen Tidmass and  
 2 Lucy Hornby that mentioned to me on this -- when we did  
 3 this trial of Swarandeeep managing or running the shop  
 4 floor. Those two staff members did actually help me run  
 5 the shop floor and they found it very difficult to work  
 6 alongside Ms Birdi and they found it pretty chaotic, and  
 7 they are the ones that said to me that they didn't want  
 8 to work on the same days.  
 9 Q. So you gave them their wish and removed them from the  
 10 store on Tuesdays; is that right?  
 11 A. I don't recall what I did. I think I was trying to ask  
 12 Ms Birdi to go back to testing, rather than managing or  
 13 running the shop floor. I don't recall what actions  
 14 I took after that.  
 15 Q. Okay. So you didn't agree that she should be allowed to  
 16 continue doing this?  
 17 A. No.  
 18 Q. Working on the shop floor?  
 19 A. No, I didn't think it was beneficial for the business.  
 20 Q. Plainly, around this time things were getting a little  
 21 heated between you on the shop floor. We had this  
 22 little exchange of you each getting people to sign memos  
 23 and that sort of thing. This was in July 2009. Do you  
 24 remember that? You getting members of staff to sign  
 25 memos?

112

1 A. Which ones are you referring to?  
 2 Q. Take 1951. {E/615/1951} You will see the memo to you  
 3 from Ms Birdi and then the signature had been got --  
 4 page 1950. {E/614/1950} Do you remember, you had  
 5 issued a memo, page 1945. {E/611/1945} You get the staff  
 6 to all sign a memo when she is not there and then, 1950,  
 7 {E/614/1950} she gets the staff to sign a memo in  
 8 response. Do you see that?  
 9 A. Yes.  
 10 Q. And they did all sign the memo. And then there were  
 11 emails between you regarding getting people to sign  
 12 memos. Is that right? Is that right?  
 13 A. I'm just looking for the emails. Is there --  
 14 Q. The emails are immediately afterwards. Page 1951, it's  
 15 an email from Swarandeep.  
 16 A. So just the one email, yes?  
 17 Q. It's the memo issued by you regarding no repairs et  
 18 cetera, et cetera.  
 19 So what was the state of the working relationship  
 20 between you at this stage, July 2009?  
 21 A. It wasn't very good. It wasn't good at all, actually.  
 22 Q. Okay. She had already raised, hadn't she, by this  
 23 point -- if you go to page 1962. {E/625/1962} She had  
 24 already raised the issue that she was concerned that you  
 25 had been caught working in the Grays store. I think it

113

1 was in February 2009. Do you recall? And she had  
 2 raised that with Mr Rowe?  
 3 A. I wasn't aware that she raised it with Mr Rowe at that  
 4 time, I don't think.  
 5 Q. Weren't you? When did you become aware of the fact that  
 6 she had complained about the fact that you had been  
 7 found --  
 8 A. I became aware of it around the time that I had  
 9 a meeting with Mr Rowe.  
 10 Q. Yes?  
 11 A. I don't know what date that was.  
 12 Q. Did he give you a heads-up and say, "Look, she has  
 13 complained about you. She says she has found you  
 14 working in the Grays store."  
 15 A. No, he raised the issue with me, saying, "This is what  
 16 Ms Birdi has said". He didn't know if it was true or  
 17 not, and then he asked me if that's the case and  
 18 I confirmed, "Yes, I have worked at the Grays store".  
 19 Q. But she had raised this issue -- if you go back to  
 20 page 1815 {E/562/1815} she had raised it on 16 March and  
 21 she had actually set out the details of the February  
 22 incident, hadn't she? Perhaps you weren't aware of it?  
 23 A. 18 ...?  
 24 Q. 1815. Her email to Mr Rowe:  
 25 "Dear Mike.

114

1 "Sorry for the delay ...  
 2 "Below are some examples where I believe there to be  
 3 clear conflicts of interest.  
 4 "1. On, Monday 2 February, both of the optometrists  
 5 were unable to get in to the store because of the snow  
 6 fall. I was unable to get out of my drive to cover for  
 7 them and phoned Kam to see if he would be able to get to  
 8 work as he has a four wheel drive. Kam could not  
 9 believe that both the employed and the Locum could not  
 10 get in. I told him that I had even found another Locum  
 11 but she also could not get out of her drive either. He  
 12 replied that he was not any where in the area and was at  
 13 his in laws. The clinics were subsequently all  
 14 cancelled. I phoned the Gray's store as I had a  
 15 suspicion that he was there and asked to speak to Kam  
 16 and he was at the Gray's store."  
 17 That's on a Monday in February. Do you remember?  
 18 A. No, I don't remember. I don't think I was because my  
 19 days off were Tuesdays.  
 20 Q. This wasn't a day off.  
 21 A. What was it then?  
 22 Q. You should have been either at the store or you were off  
 23 sick?  
 24 A. Well, no, it says I was at my in-laws.  
 25 Q. That's what you told her?

115

1 A. So I must have been at my in-laws then.  
 2 Q. So it was a day off, then?  
 3 A. Possibly, or holiday.  
 4 Q. But actually, you were at the Grays store, working,  
 5 weren't you?  
 6 A. No, I don't recall me working in the Grays store on that  
 7 day.  
 8 Q. Point number 2:  
 9 "It has come to my knowledge that Kam regularly  
 10 works on a Sunday at the Grays store testing although he  
 11 refused to work Sundays at the Dartford store.  
 12 "3. As I have mentioned to you previously Kam is  
 13 regularly using his personal mobile phone in the office  
 14 and on the shop floor and I have overheard him on very  
 15 many occasions managing the Grays store whilst he is  
 16 supposed to be working at the Dartford store.  
 17 "4. We have discussed leadership on the shop floor  
 18 on Mondays as this is my day off and the previous retail  
 19 director was on in Mondays. Kam has repeatedly refused  
 20 to commit to work regularly on Mondays, despite the need  
 21 for leadership on the shop floor, yet I am aware that he  
 22 often works at the Grays store on Mondays.  
 23 "5. I have come across documents for example the  
 24 phone bills that show many calls to the Grays store and  
 25 emails written during working hours in regards to issues

116

1 relating to the Grays store.  
 2 "6. I have had calls from Locum agencies and Locums  
 3 wanting to talk to Kam regarding Locum cover for the  
 4 Grays store."  
 5 Do you see, it goes on? So it appears that Ms Birdi  
 6 had caught you effectively running your wife's store at  
 7 Grays in February 2009, when you should have been  
 8 committed to the Dartford store, where you were being  
 9 paid £42,000 a year plus benefits to manage the Dartford  
 10 store. That's right, isn't it?  
 11 A. No, that's not right. What actually happened is I was  
 12 doing some testing at the Grays store.  
 13 Q. Why?  
 14 A. My wife was on maternity leave.  
 15 Q. Right. And rather than her going into work, we had --  
 16 this was our third child -- it was easier for our family  
 17 relationship that I go in to do tests for her on  
 18 a Sunday. And to put it into context, at that time, the  
 19 store only traded four hours, 10 to 2. So it wasn't  
 20 like I was running the business. I was literally going  
 21 in there to help out whilst my wife was on maternity?  
 22 MR JUSTICE NUGEE: Sorry, what were your hours at the  
 23 Dartford store at the time?  
 24 A. The hours at Dartford was nine to six.  
 25 MR JUSTICE NUGEE: Which days?

117

1 A. Monday -- sorry. Weekdays except for Tuesdays and then  
 2 Saturdays I worked as well.  
 3 MR JUSTICE NUGEE: So you did five days a week?  
 4 A. Five days.  
 5 MR JUSTICE NUGEE: Nine to six?  
 6 A. Yes.  
 7 MR JUSTICE NUGEE: At Dartford. Thank you.  
 8 A. Saturdays we closed earlier, 5 o'clock.  
 9 MR STUART: What's the telephone number of the Grays store?  
 10 A. 01375, it begins with.  
 11 Q. Yes. 389740?  
 12 A. I think that's it, yes.  
 13 Q. Yes. And so in support of the allegations that she had  
 14 made, Ms Birdi provided all those telephone records that  
 15 she referred to there, doesn't she, at page 1841, all  
 16 the way through to page 1880. {E/569/1841} 14 pages of  
 17 telephone records, and underlined are the calls that you  
 18 are making to the Grays store. This is calls from the  
 19 Dartford store that you are making to the Grays store.  
 20 And you are not doing it on Sundays; you are doing  
 21 it, if not every day, then certainly many days each  
 22 week.  
 23 You were -- whilst I'm sure your wife was on  
 24 maternity leave if you say she was, but whilst she was  
 25 on maternity leave and your sister-in-law was her DO --

118

1 is that right, at this time?  
 2 A. The retailer.  
 3 Q. The retailer. So you and your sister-in-law were  
 4 effectively running the Grays store whilst your wife was  
 5 on maternity leave?  
 6 A. If you look at some of these calls, they are like,  
 7 20 seconds --  
 8 Q. Yes. Some of them are short and some of them are much  
 9 longer.  
 10 A. So, yes, I called the store, but then I called many  
 11 stores, and I'm sure Ms Birdi called -- made calls from  
 12 work which are non-work related or other stores as well.  
 13 Q. It's not that, is it. It's the fact that you are  
 14 basically -- at a time when you are supposed to be  
 15 working for the Dartford store, you are basically  
 16 running the Grays store?  
 17 A. I don't know how you can conclude that from a call,  
 18 like, for example, 1841 -- a call that lasts  
 19 9 seconds -- 1 minute 34 seconds. {E/569/1841}  
 20 Q. It's not that -- 1 minute 34 is-- take 16 March. At  
 21 2.49, you are calling the Grays store for three and  
 22 a half minutes. At 2.56, you are still calling the  
 23 Grays store for another five minutes, and then you call  
 24 back half an hour later. No doubt you have dealt with  
 25 something, you have resolved something. This doesn't

119

1 even show the incoming calls. You had been testing in  
 2 the Grays store not just on Sundays but at least on that  
 3 Monday that you had been found out, and generally, you  
 4 had been working in the Grays store? Whilst your wife  
 5 was on maternity leave?  
 6 A. No, I say again, I worked on Sundays, ten to two, to  
 7 cover a sight test clinic for my wife and, yes, I made  
 8 phone calls to the Grays store, but likewise I would  
 9 have made calls to other stores as well, and for -- you  
 10 showing me these phone calls, you know, you are telling  
 11 me that I ran a business remotely with three or  
 12 four-minute phone calls --  
 13 Q. I'm saying you were assisting your wife --  
 14 A. Yes, but --  
 15 Q. -- running the business of the Grays store. It's  
 16 a natural thing because it's your family business, isn't  
 17 it?  
 18 A. Of course. On the same token, the Grays store did a lot  
 19 of -- assisted the Dartford business in a lot of ways as  
 20 well. So, for example, if we had issues with our lab  
 21 machine or the lab tech was on holiday, and we needed  
 22 a cover for the lab, I would take jobs from the Dartford  
 23 store to the Grays store and they will glaze(?) those  
 24 jobs for us, free of charge, and I would bring them  
 25 back.

120

1 So the Grays business is helping the Dartford  
2 business at no cost, and likewise the Grays store  
3 had a -- is a very well performing store in terms of  
4 customer service. I sent my staff over to the Grays  
5 store and they spent two days, I believe, at the store,  
6 learning about customer service and improving customer  
7 service skills, totally free of charge. The Grays store  
8 didn't charge us for that.  
9 Q. Did Mr Rowe raise this with you in March?  
10 A. We had a conversation, when we had a one-to-one meeting.  
11 Q. That was much later, wasn't it, the one-to-one meeting?  
12 A. Erm, I think -- I don't recall him raising it then.  
13 I think the first time we discussed it was when we had  
14 our meeting.  
15 Q. That wasn't until after 13 July. I'm saying in March,  
16 did he raise it with you?  
17 A. I don't believe so, no.  
18 Q. April, May, June?  
19 A. No, I said the first time I think we discussed it was at  
20 our meeting, our one-to-one meeting.  
21 Q. Okay. Obviously a serious matter if there was  
22 a conflict of interest and you were spending your time  
23 not focused upon the Dartford store's business but upon  
24 your wife's business. That would be a serious matter,  
25 wouldn't it?

1 21

1 A. Again, I said I was working -- I worked there to help  
2 out on occasions, on Sundays, four hours on a Sunday.  
3 Q. Yes.  
4 A. So -- and like I said, I would have called them or if  
5 they had any help that I could give or -- sometimes  
6 I made -- sorry. Sometimes I may have phoned them for  
7 advice on certain aspects of the business, in the same  
8 way I phoned other directors in other businesses, if  
9 I have a query about something.  
10 Q. Okay. You were certainly aware, weren't you, about this  
11 issue having been raised by Ms Birdi by 14 July, your  
12 one-to-one with Kam. E7/1964. {E/626/1964} Do you see  
13 that?  
14 A. Yes.  
15 Q. So it was on 14 July that you had the one-to-one with  
16 Mike Rowe and by the second hole punch:  
17 "Conflict of Interest.  
18 "Kam was adamant that he was doing his full five  
19 days a week in Dartford and that he had been testing in  
20 Grays mainly on a Sunday his day off..."  
21 Do you see that?  
22 A. Yes.  
23 Q. I'm interested in the way it's put, there. It appears  
24 that prior to the meeting, you must have been aware of  
25 what the allegations were against you?

1 22

1 A. No, like I said, the only time I became aware of it,  
2 when Mr Rowe had a conversation with me.  
3 Q. All right. I'm going to suggest to you, you must have  
4 known about it before, but even if you only knew about  
5 it on the 14th, you said that you were testing in Grays  
6 "mainly" on a Sunday. So that means you were doing it  
7 on other days as well, doesn't it?  
8 A. I may have done some Tuesdays.  
9 Q. And possibly the odd Monday?  
10 A. No.  
11 Q. No?  
12 A. I only did -- I only worked in the Grays business on my  
13 days off and that's primarily on a Sunday.  
14 Q. Yes, but let's say your wife was on maternity leave, for  
15 example. You might say to the Dartford business,  
16 "I wish to take some days off. My wife is on maternity  
17 leave."  
18 A. I don't think I did that.  
19 Q. When was your child born?  
20 A. In September 2008.  
21 Q. Right. The note here says: {E/626/1964}  
22 "... and was not being paid for it."  
23 That is, you weren't being paid, what, a daily rate  
24 or a salary?  
25 A. No.

1 23

1 Q. Obviously it benefited your family because your wife  
2 owned the shares and your sister-in-law owned the other  
3 shares.  
4 A. But the real reason that I did this was to help out from  
5 a personal level. I have got two very young kids, you  
6 know, one and a half years between them, and it was  
7 better for my wife to be at home with the babies at that  
8 time rather than me, and that's the whole reason -- my  
9 primary reason for doing this.  
10 Q. Mr Rowe has recorded that:  
11 "Kam was adamant ... He said he was doing this to  
12 support his wife as she was on maternity leave and he  
13 got pay back through his wife's profits."  
14 So you seem to acknowledge to Mr Rowe that you were  
15 actually receiving the financial benefit of this,  
16 through your wife's profits. That's right, isn't it?  
17 A. I don't actually remember saying that to Mr Rowe but he  
18 has put it in there.  
19 Q. And:  
20 "Kam was very clear that his time at Grays had no  
21 effect on the Dartford store..."  
22 That's fine, but had you been open with your joint  
23 venture partner, Ms Birdi? Did you explain to her that  
24 you were going to be doing some testing at Grays,  
25 covering for your wife at Grays, working on Mondays,

1 24



1 Tuesdays, Sundays; as and when you wished to at Grays?  
 2 A. It was only Sundays and some Tuesdays --  
 3 Q. It wasn't only Sundays, you have already accepted that?  
 4 A. Let me finish please. It was some Tuesdays as well.  
 5 No, I didn't discuss it with Ms Birdi and at the time  
 6 I didn't think it was an issue because it wasn't  
 7 affecting the performance of the Dartford business,  
 8 which was -- had gone from strength to strength.  
 9 Q. Hm-mm. Okay. Back to your witness statement.  
 10 Paragraph 44, {C/1/11} you explain how you raised  
 11 a grievance against her, and you do that on 23 July.  
 12 We are now into bundle E8; you can put away E7. Do  
 13 you have E8? Page 1977. {E/633.1/1977}  
 14 23 July, you make a grievance against her. That  
 15 comes, doesn't it, after you know that she has raised  
 16 the issue about you testing and your work at Grays? So  
 17 she has raised the issue about you working at Grays and  
 18 the conflict of interest and all the points you raised  
 19 with Mr Rowe; do you remember? She raised it with  
 20 Mr Rowe in March because you did it in February. And  
 21 then you say you didn't learn about it until the meeting  
 22 on 14 July. Do you remember? And then, nine days  
 23 later, you raise a grievance against her. Do you  
 24 remember?  
 25 A. Yes.

1 25

1 Q. So, paragraph 54 of your witness statement, {C/1/12} if  
 2 we can just jump forward for a moment -- that's false,  
 3 isn't it:  
 4 "The month after I had raised my grievance complaint  
 5 against Ms Birdi, Ms Birdi raised a formal grievance  
 6 against me. Ms Birdi's grievance focused on my  
 7 involvement with the Grays store ..."  
 8 Et cetera, et cetera, et cetera. So we know it's  
 9 the conflict of interest one. It wasn't a month after,  
 10 was it? You raised your grievance after Mr Rowe had  
 11 already investigated her grievance with you?  
 12 A. No.  
 13 Q. Okay.  
 14 A. I don't think that the meeting I had -- this is -- what  
 15 I have done here in this letter, in my opinion, is  
 16 a formal grievance.  
 17 Q. Yes. 2277, 9 September 2009, that's the grievance.  
 18 A. Sorry, which one?  
 19 Q. 9 September 2009?  
 20 A. Which document?  
 21 Q. I'm on the wrong page, sorry. 23 July 2009. Page 1977?  
 22 {E/633.1/1977}  
 23 A. That's right, yes.  
 24 Q. But that's 23 July 2009.  
 25 A. Yes.

1 26

1 Q. Do you understand how the dates work? 23 July 2009,  
 2 yes? That's when you raise your grievance?  
 3 A. Yes.  
 4 Q. She has raised her grievance before that because you say  
 5 that you were actually questioned about her grievance,  
 6 the issue of conflict of interest and you working in the  
 7 Grays store, on 14 July 2009. We have just had it, do  
 8 you remember? So nine days earlier than your grievance,  
 9 Mr Rowe has actually investigated your grievance with  
 10 you and you have given your explanation?  
 11 A. No, I -- well, in my opinion, I don't think that from  
 12 the meeting I had with Mr Rowe, I didn't think that was  
 13 a formal grievance being raised against -- I thought  
 14 that was -- Ms Birdi has made it aware to SOG and  
 15 Mr Rowe that I'm testing at Grays on certain days and he  
 16 has brought it to my attention and I said if it's an  
 17 issue, I'll stop it, and I stopped it.  
 18 Q. That's true. You stopped in July 2009, didn't you?  
 19 A. Yes, so I don't think -- what I did here was formal  
 20 grievance and you have also missed out the fact that the  
 21 meeting I had with Mr Rowe is something that I called,  
 22 and there is a lot of issues in that meeting which we  
 23 haven't even looked at. They're about the problems  
 24 I was having with Ms Birdi. And it's on the back of  
 25 those issues that I raised the formal grievance.

1 27

1 MR JUSTICE NUGEE: Could I ask you, Mr Singh: what do you  
 2 understand a formal grievance to be?  
 3 A. I understand it as something in writing to -- well, in  
 4 this case I suppose to the board or legal department.  
 5 MR JUSTICE NUGEE: Thank you.  
 6 MR STUART: Page 1815 {E/562/1815} that I took you to was in  
 7 writing to Mr Rowe, from Ms Birdi, setting out in detail  
 8 what she was complaining about, wasn't it? Do you  
 9 remember, she set it all out in writing?  
 10 A. Which --  
 11 Q. 1815. In bundle E7, 1815. Are you saying that, because  
 12 the word "grievance" isn't used, that's not a grievance  
 13 as far as you are concerned? Is that the point you are  
 14 making?  
 15 A. No, but you have to understand, I wasn't aware that she  
 16 has written this to -- I just assumed --  
 17 Q. But you are now aware?  
 18 A. I just assumed that she had a conversation with Mike  
 19 Rowe about this and Mike Rowe is having a conversation  
 20 about it with me.  
 21 Q. Okay, so you are now aware that she -- I've shown you;  
 22 I took you to it -- she raised it all in writing, she  
 23 provided her evidence in support, didn't she?  
 24 A. Yes, I accept that, yes.  
 25 Q. And Mr Rowe investigated it with you. That's right,

1 28

1 isn't it?  
 2 A. Yes, I accept that, yes.  
 3 Q. And after Mr Rowe has investigated you on 14 July at the  
 4 meeting -- so by that stage you are definitely aware  
 5 that she is raising issues and complaining -- let's  
 6 leave aside grievance. She is complaining about what  
 7 you have been up to at Grays; yes? You are aware of it  
 8 by 14 July?  
 9 A. Yes.  
 10 Q. And nine days later, you decide you are going to issue  
 11 a formal grievance against her, 23 July. Is that the  
 12 sequence?  
 13 A. Correct.  
 14 Q. And the reason you raised the grievance against her is  
 15 because she has raised complaints against you; is that  
 16 right?  
 17 A. No.  
 18 Q. I thought you said that your grievance followed from the  
 19 discussion that you had had on 14 July with Mr Rowe?  
 20 A. Yes, so there's other notes in there around -- we  
 21 discussed things about equalisation of distribution,  
 22 directors' pension, her commitment to testing four days.  
 23 Q. Okay. Let's go back to those very briefly. I'm not  
 24 going to go through them in great detail. The  
 25 equalisation point. Paragraphs 45 to 46. {C/1/11} There  
 129

1 seems to be something of a stand-off between the two of  
 2 you; is that right? She was asserting that she was due  
 3 an equalisation dividend payment from when Mr Patel had  
 4 been there back in December 2006, which she said she  
 5 hadn't yet been paid out by the company. That was the  
 6 position?  
 7 A. Yes.  
 8 Q. Meanwhile, you were saying -- I'm looking at  
 9 paragraph 45 of your witness statement {C/1/11} -- that  
 10 you expected to receive equal benefits to those received  
 11 by her in relation to her company car. That's right,  
 12 isn't it?  
 13 A. I think -- no, at that stage I wasn't aware of what she  
 14 thought she was owed from previous years when  
 15 Nimesh Patel was there. This was more a case of that  
 16 Ms Birdi didn't believe I was due an equalisation for  
 17 the benefit she was receiving from the business.  
 18 Q. Okay.  
 19 A. So where I would --  
 20 Q. And that's because she didn't agree with your analysis  
 21 of the question of company cars, as to whether that was  
 22 something that you were entitled to equalise?  
 23 A. She didn't believe that I was entitled to be equalised  
 24 for those benefits that she had.  
 25 Q. Fine. Then -- paragraph 46 {C/1/12} -- because she  
 130

1 wouldn't equalise the company car point, you refused to  
 2 authorise even her expenses. That's what you say in  
 3 paragraph 46?  
 4 A. I was reluctant to.  
 5 Q. Yes:  
 6 "Given [her] refusal to authorise my equalisation  
 7 payments, I was reluctant to authorise any of her  
 8 expenses."  
 9 A. I was reluctant to authorise -- I had been authorising  
 10 her expenses.  
 11 Q. Hm-mm?  
 12 A. However, it had come to a situation where -- when I'm  
 13 asking for an equalisation for the benefits she is  
 14 receiving and also for equalisation of the pension  
 15 payments she is receiving as well, she is not prepared  
 16 to meet me in the middle, then naturally, one would feel  
 17 a bit disheartened and a bit reluctant to authorise her  
 18 expenses.  
 19 Q. Okay. Paragraph 47, {C/1/12} you deal with equalisation  
 20 of pension. Isn't it right that when eventually the  
 21 form was produced -- there needed to be a form to  
 22 equalise the pension payments, didn't there?  
 23 A. Yes.  
 24 Q. And the form was eventually produced. She gave it to  
 25 you to process. That's right, isn't it?  
 131

1 A. No, I think I produced the form and gave it to her to  
 2 sign.  
 3 Q. Yes? What, did it take you a long time to do that?  
 4 A. What, to print off a form?  
 5 Q. Yes, to produce the form and fill it out to the level  
 6 that you needed to?  
 7 A. No. You print the form off the intranet system that we  
 8 have and then you literally put on the information that  
 9 you want and sign it.  
 10 Q. Okay.  
 11 A. And it requires the signature of both directors to get  
 12 it authorised through financial planning. So I produced  
 13 the form, signed it and asked Ms Birdi to sign it and  
 14 that's where we stopped. We didn't go any further.  
 15 Q. And she says that that's not what happened and that she  
 16 eventually produced the form and got you to process it.  
 17 That's right, isn't it? And in the end, you were  
 18 equalised on your pension payments?  
 19 A. She did not produce the form. She did not sign it.  
 20 I think, if my memory serves me right, this was actually  
 21 passed through a resolution through board because  
 22 Ms Birdi refused to sign the form, and that's how it  
 23 ended up getting paid.  
 24 Q. She didn't refuse to sign the form, did she? She didn't  
 25 say to you, "I'm not signing this form"?  
 132

1 A. Well, she did. When I presented the form to her --  
 2 well, she didn't sign the form and therefore --  
 3 I presented the form to her several occasions and she  
 4 didn't sign it. So take of that what you will.  
 5 Q. All right. That's 47. You say in 48 -- we are back to  
 6 the issue of sight testing. {C/1/12} So you raised that  
 7 in your formal grievance; is that right?  
 8 A. Yes.  
 9 Q. And then this issue of the NHS overpayment. You tried  
 10 to suggest that Ms Birdi was somehow involved in some  
 11 sort of wrongful activity here. Is that dishonesty or  
 12 what? What were you suggesting?  
 13 A. No, I carried out an audit of the NHS forms myself.  
 14 Q. Hm-mm.  
 15 A. Which I have been doing for many years and I found some  
 16 discrepancies and the best people placed to look at this  
 17 is the Loss Prevention team and they offer a service  
 18 where you can actually call them in to do an audit on  
 19 your NHS business and that's -- you know, it was best  
 20 practice. If something like that comes to your  
 21 attention, the best thing to do is get in somebody  
 22 independent to look at the information in all the NHS  
 23 forms to make sure that all the best practice and  
 24 procedures has been followed so that you don't risk your  
 25 business.

133

1 Q. You have never provided any evidence, have you, to  
 2 support your accusation in relation to this NHS alleged  
 3 overclaim? You have never provided any evidence to  
 4 support it -- to anybody?  
 5 A. I have given everything that I have had, so -- and like  
 6 I said, when I found this, that's -- I called in the  
 7 Loss Prevention team to do an audit, just to make sure  
 8 that our business is, you know, watertight and all the  
 9 NHS procedures have been followed to the line.  
 10 Q. Okay. Then you make a point about the supervision of  
 11 a trainee. Do you see that?  
 12 A. Yes.  
 13 Q. And you raised a grievance about that. Was that you  
 14 raising a grievance, or was that you just simply setting  
 15 out in your letter that the two of you had a difference  
 16 of opinion about this?  
 17 A. No, I raised it in my grievance.  
 18 Q. And you are alleging that she is in breach of  
 19 regulations; that she is in breach of regulations by not  
 20 supervising. Is that right?  
 21 A. No, I didn't say that. I said this was a breach -- this  
 22 was in breach of the GOC.  
 23 Q. But weren't you in charge of rotas and ensuring that  
 24 there were the right number of qualified people on site,  
 25 whenever --

134

1 A. No, Ms Birdi did the rotas for the qualified staff,  
 2 the optoms.  
 3 Q. Yes.  
 4 A. And also the supervision of a trainee clearly falls  
 5 under an optom director's role and responsibilities.  
 6 Q. The incident you are talking about -- this is the  
 7 trainee -- was on 28 July 2009. Is that right? No,  
 8 16 July 2009. It just happened that there was nobody  
 9 there to supervise them. Is that what happened? The  
 10 rotas somehow didn't work and he was there conducting  
 11 clinics without a supervisor present on site?  
 12 A. Correct, yes.  
 13 Q. And was that a grievance? You were actually raising  
 14 a grievance against her, as if she is doing this  
 15 deliberately?  
 16 A. It's a serious issue.  
 17 Q. I can see that you might be saying, "Look, we, the store  
 18 have to self-report", or something or, you know, "There  
 19 has been a problem here", but you are not suggesting  
 20 that she deliberately broke the regulations, are you?  
 21 A. I'm not saying that.  
 22 Q. No.  
 23 A. I haven't said that in my statement --  
 24 Q. No.  
 25 A. -- or my grievance that it's deliberately done. I'm

135

1 just trying to raise the issue that this actually  
 2 occurred and it was a serious risk to our business and  
 3 to the welfare and health of our patients.  
 4 Q. I don't think we need to spend too much time on it.  
 5 So then we are on to the question of the meetings to  
 6 discuss your grievances. Paragraph 51. {C/1/13} Do you  
 7 see that?  
 8 A. Yes.  
 9 Q. 51 through to 53. And you raise, at the end of 53:  
 10 {C/1/14}  
 11 "Mr Raines therefore proposed the motion that  
 12 Ms Birdi and I comply with our respective roles and  
 13 responsibilities and that Ms Birdi commit to four full  
 14 days of sight testing a week..."  
 15 We are in E8. Do you have E8? This is the sight  
 16 testing resolution. This is important because this  
 17 becomes the basis for the disciplinary action in due  
 18 course and then, of course, part of the dismissal  
 19 grounds. Do you have E8?  
 20 A. Yes.  
 21 Q. I think it starts at 2206. {E/679/2206} Just after the  
 22 documents about the CL clinic supervision on 2204 and  
 23 2205. 2206. This is the meeting. Yes? And it's  
 24 agenda item 7 on page 2208: {E/679/2208}  
 25 "MR reported that this item was to establish

136

1 clarification and confirmation of the roles and  
2 responsibilities of the Company's Directors, including,  
3 attendance, ophthalmic testing and pre-reg supervision in  
4 the business of the Company."  
5 Do you see that?  
6 A. Yes.  
7 Q. That's the issue, isn't it? And "MR" is Mr Raines; "KS"  
8 is you. Is that right?  
9 A. Correct.  
10 Q. You are the only A director present at the meeting.  
11 Ms Birdi was unable to be present and she had sent in  
12 a letter explaining. That's right, wasn't it?  
13 Page 2206. {E/679/2206} So it's just you and Mr Raines  
14 and the note-taker, Mr Savill. Just the three of you in  
15 the room?  
16 A. Yes.  
17 Q. And so Mr Raines says to you: {E/679/2208}  
18 "I understand Mr Rowe has had several meetings...  
19 I also believe that you agreed to a number of actions  
20 and that your respective roles and responsibilities were  
21 agreed. Can you confirm this and that one of the  
22 actions was for SB to test four days a week?"  
23 Do you see that?  
24 A. Yes.  
25 Q. Had you raised this with Mr Raines?

137

1 A. No, I don't think I had, no.  
2 Q. Okay. You had obviously raised it in your grievance  
3 letter?  
4 A. Yes.  
5 Q. Testing, generally?  
6 A. Yes.  
7 Q. But it was on the agenda for this meeting, these minutes  
8 of a directors' meeting, because who had wanted it to be  
9 discussed, according to you? Why is it on the agenda?  
10 Why are we dealing with Swarandeeep Birdi's four days  
11 a week testing at the meeting where she happens not to  
12 be present?  
13 A. Why is it on the agenda?  
14 Q. Yes.  
15 A. Because it's a major issue between the two of us.  
16 Q. Okay. But she is not there, is she? So it's a somewhat  
17 artificial exercise to have a meeting of the directors  
18 of the company about this particular issue, her testing,  
19 in circumstances where she is not there?  
20 A. I don't know why she wasn't there. This is now -- if we  
21 actually put this into context again, you know, this  
22 issue that we are talking about, I think we have had  
23 probably now three or four meetings with external  
24 people, ie from SOG, around this issue. We have had  
25 agreed actions that we have -- going to implement in our

138

1 store and nothing has happened. So we are in  
2 2009, August. Since the day I took it over, more or  
3 less, everything that Ms Birdi has agreed to just simply  
4 hasn't happened.  
5 Q. Okay. The reason she is not there is -- it says, 2206,  
6 do you remember, I just took you to it, above the hole  
7 punch: {E/679/2206}  
8 "It is noted that Swarandeeep Birdi ... the other  
9 A director of the Company is not present at the meeting  
10 but that she has sent in a letter explaining her  
11 absence."  
12 And that, as I understand it, is -- well, there is  
13 a couple of items of correspondence, but if you go to  
14 page 2196 {E/676/2196} -- do you see 2196? Ms Birdi had  
15 written in on 19 August. Do you see that?  
16 A. Yes.  
17 Q. "Dear Andrew.  
18 "Thank you for your email.  
19 "After a quick read of this I would like to clarify  
20 with you one or two mistakes..."  
21 Do you see that. Second paragraph:  
22 "Secondly it appears that you are accepting  
23 Mr Singh's version..."  
24 Do you see that? And then the fifth paragraph:  
25 "For example I do not understand your response to my

139

1 Point 1, from my understanding and experience of  
2 previous meetings I believe that a notice period needs  
3 to be given, but needless to say if I am to effectively  
4 participate in this meeting as stated in your letter  
5 dated 4 August, received 14 August, I need more than the  
6 notice period you are allowing especially in light of  
7 the letter I have received from you today and the  
8 contents of Mr Singh's grievance.  
9 "It is very important that I am involved in this  
10 board meeting to effectively defend myself against  
11 Mr Singh's barrage of false allegations and  
12 misrepresentations. Therefore as a director Dartford  
13 I request that the meeting is adjourned and held in the  
14 very near future after I have had time read and digest  
15 the information you have sent me today and to gather the  
16 information to take to the board meeting as I certainly  
17 will not have enough time to do this if you insist on  
18 having the meeting on Thursday."  
19 This email is written on Wednesday:  
20 "I am also unable to produce written representation  
21 in such a short period of time, therefore again in  
22 a spirit of cooperation and fairness I request that the  
23 meeting be re-arranged. I would in any case expect that  
24 Mr Singh's and my grievance would be dealt with at the  
25 same meeting if only to minimise the disruption ..."

140

1 Et cetera. Do you see that? Do you remember that  
 2 being discussed at the meeting?  
 3 A. No.  
 4 Q. You are a director of the -- because only you and  
 5 Mr Raines were the directors at the time, at the  
 6 meeting, weren't you?  
 7 A. Yes, we were the only people at the meeting and to be  
 8 honest, Ms Birdi had a habit of delaying things and  
 9 not -- I suppose the best way to describe it is not to  
 10 cooperate and, you know, if there is a meeting coming  
 11 up, she will make an excuse or something else to not  
 12 attend or -- so that's the general vibe that I got from  
 13 Ms Birdi anyway.  
 14 So I wasn't -- I was told that she wasn't attending.  
 15 I didn't know the reasons why.  
 16 Q. So that letter that was requesting the board to adjourn  
 17 the meeting, have it on a day in the not too distant  
 18 future, near future, at a time which gave her an  
 19 opportunity at least to address the issues, you say that  
 20 wasn't even raised with you at the meeting, the board  
 21 meeting?  
 22 A. No, I didn't discuss it, no.  
 23 Q. So why did you think she was not there? You must have  
 24 thought it very odd?  
 25 A. No, like I just said, Ms Birdi had a habit of trying to

1 4 1

1 delay things and, you know, I received this notification  
 2 of this board meeting and I had plenty of time to  
 3 attend.  
 4 Q. When did you get it, because it was only -- if you go  
 5 back to page 2049, the notice of the board meeting.  
 6 {E/662.1/2049} Do you see it?  
 7 A. Yes.  
 8 Q. That's the notice of the board meeting and item 7 on the  
 9 agenda is:  
 10 "To establish clarification ..."  
 11 You can see that it's at least accurate. But it's  
 12 only signed on 12 August 2009, that notice. It could  
 13 only have been dispatched on 12 or 13 August 2009 and  
 14 received at the earliest on 13 or 14 August 2009. So  
 15 when did you get your copy?  
 16 A. I got the letter on 4 August, the letter dated 4 August,  
 17 saying that there is going to be a board meeting. And  
 18 then the actual agenda, I don't know when I would have  
 19 received that.  
 20 Q. I'm going to suggest to you that you didn't get the  
 21 letter on 4 August because it wasn't sent out on  
 22 4 August. It had an enclosure with you. Do you see it  
 23 says "enclosure", and that enclosure was the document  
 24 dated 12 August. So the letter, although drafted on  
 25 4 August -- or as if on 4 August -- wasn't sent out on

1 4 2

1 4 August, so you didn't receive it on 4 August. And you  
 2 couldn't have received it until 13 or 14 August.  
 3 A. I don't know the date I received the letter but that is  
 4 the letter I received notifying me of the board meeting.  
 5 Irrespective of that, even if I received it on  
 6 12 August, I still had plenty of time to prepare for the  
 7 board meeting on the 20th.  
 8 Q. You did, but Ms Birdi wished to have a little more time.  
 9 A. Okay. Again, I didn't know what the reasons behind  
 10 Ms Birdi not attending the meeting.  
 11 Q. And you say that her request for more time wasn't even  
 12 considered at the board meeting?  
 13 A. We -- we didn't discuss it.  
 14 Q. You didn't discuss it, okay?  
 15 A. It was noted but we didn't discuss it.  
 16 Q. But then you just went ahead and dealt with agenda  
 17 item 7. But more importantly, as well as just dealing  
 18 with item 7, which was -- the agenda item was -- let me  
 19 get the right wording. It was: {E/662.1/2049}  
 20 "To establish clarification and confirmation of the  
 21 roles and responsibilities of the Company's Directors,  
 22 including attendance, ophthalmic testing and pre-reg  
 23 supervision in the business of the Company."  
 24 That was to be an agenda item at a board of  
 25 directors meeting. Do you see? But what actually

1 4 3

1 happens is you apparently tell Mr Raines that she has  
 2 agreed to test four days a week; yes? This is  
 3 in August 2009 you are telling Mr Raines this.  
 4 You don't tell him that, within a week of the  
 5 alleged agreement -- the alleged agreement was  
 6 1 September 2008, do you remember? Within a week of the  
 7 alleged agreement, she was making it clear to you,  
 8 wasn't she, in writing, that she was not agreeing to do  
 9 that unconditionally. She was reminding you of the  
 10 conditions that she was placing upon that four days  
 11 a week?  
 12 A. No, I think we have been through this several times now.  
 13 I think we have had -- as I said, we have had several  
 14 meetings which have been documented by Mike Rowe, for  
 15 example, where we've actually talked about this issue  
 16 around the testing and we've had -- I know I have sat in  
 17 various meetings with Ms Birdi, one-to-one and with  
 18 other people where she has confirmed that she is going  
 19 to test four days a week. So this isn't something  
 20 that -- and it wasn't conditional in any way, shape or  
 21 form.  
 22 Q. I'm not saying that you are agreeing with what she is  
 23 saying, but certainly your own evidence is that soon  
 24 after the 12 September 2008 meeting, at which you  
 25 thought she had agreed to four days a week, soon after

1 4 4

1 that, she made it clear that she was not agreeing to  
 2 four days a week?  
 3 A. No, she agreed to the testing, but she never implemented  
 4 it. So even after that meeting, the following meeting  
 5 we had with Mr Rowe, she agreed to it again. So the  
 6 pattern is: we will agree to a meeting, we will spend  
 7 time and money sitting there having meetings, so we will  
 8 agree a point, but then nothing will happen afterwards.  
 9 It will never get implemented.  
 10 So as far as I'm concerned, she had agreed to it but  
 11 just never actually got round to doing it.  
 12 Q. Page 2209. {E/679/2209} What then happens is a motion  
 13 of the board. The board actually passes a motion, you  
 14 see? The board for these purposes just simply being you  
 15 and Mr Raines, in the absence of Ms Birdi, in  
 16 circumstances where she has asked for more time. But  
 17 you pass a motion that -- (a) we don't need to worry  
 18 about, but (b) is:  
 19 "Without prejudice to resolution a) above, SB has  
 20 agreed as at 12th September 2008 BRM, to commit to four  
 21 full days' ophthalmic testing per week at the Dartford  
 22 store."  
 23 That's all the resolution says, that as at  
 24 12 September, she had agreed to commit to that. Do you  
 25 understand? You are the director; you passed that

145

1 resolution. Do you understand?  
 2 A. Sorry?  
 3 Q. Do you understand that resolution?  
 4 A. Yes, yes.  
 5 Q. Okay. So:  
 6 "SB has agreed as at 12 September ... to commit to  
 7 four full days testing..."  
 8 That's an interesting resolution, but it doesn't  
 9 actually direct her to test for days a week, does it,  
 10 in September 2009 -- this is over a year later?  
 11 A. Sorry, I don't understand the question.  
 12 Q. That resolution does not direct Ms Birdi to test four  
 13 days a week from the date of this meeting, which is  
 14 20 August 2009?  
 15 A. It says that Ms Birdi has agreed to commit to four full  
 16 days' testing. I'm sorry, I'm not quite with you on  
 17 this one.  
 18 Q. You have said in paragraph 53 of your witness statement  
 19 that that board resolution -- you say: {C/1/14}  
 20 "Mr Raines therefore proposed the motion that  
 21 Ms Birdi and I comply with our respective roles and  
 22 responsibilities ..."  
 23 Which is true, that's (a):  
 24 "... and that Ms Birdi commit to four full days of  
 25 sight testing..."

146

1 So a resolution that she commit to those days. That  
 2 is a future -- a commitment that she commit to it.  
 3 Whereas actually all it said was:  
 4 "without prejudice to resolution a) above, SB has  
 5 agreed as at 12 September 2008 BRM to commit to four  
 6 full days ophthalmic testing..."  
 7 That's all it said?  
 8 A. Okay.  
 9 Q. So she hasn't committed and she is not being ordered to  
 10 commit, is she, at the meeting? She is not being  
 11 ordered to commit to testing four full days a week?  
 12 A. I don't -- I'm sorry, you have lost me a little bit  
 13 here.  
 14 Q. Okay. I have put it to you, and you say you are lost.  
 15 You passed the resolution. Did you understand what you  
 16 were doing when you stuck your hand in the air? Did  
 17 they ask you to stick your hand in the air? Did they  
 18 say, "Stick your hand up now"?  
 19 A. My understanding of this was that she was going to  
 20 commit to four full days testing as --  
 21 Q. She was going to commit to four full days' testing?  
 22 A. -- as was agreed on the 12 September board meeting.  
 23 Q. I see. So, as was agreed at that 12 September -- she  
 24 was going to commit to four full days' testing.  
 25 A. She had already committed to four days' testing from

147

1 12 September.  
 2 Q. 2008? She has agreed as at 12 September 2008 to commit.  
 3 You know that she wasn't agreeing to do it,  
 4 certainly by December 2008?  
 5 A. No, again --  
 6 Q. You know she wasn't agreeing to do it by March 2009 and  
 7 you certainly know she wasn't agreeing to do it  
 8 by August 2009. You knew that, didn't you?  
 9 A. No, again, we are talking about -- I mean, in my  
 10 opinion, there is a difference between actually agreeing  
 11 to do something in a meeting, which she did over several  
 12 occasions, but then actually doing it was a different  
 13 story. So every time we met, she agreed to do it but  
 14 she never actually did it.  
 15 Q. There is a difference between agreeing to do something,  
 16 and perhaps changing your mind a week later, and  
 17 actually doing something --  
 18 A. But if you look at the number of meetings that we had,  
 19 you will see that she constantly agreed to those -- to  
 20 test four days a week.  
 21 Q. That's right, but this resolution did not order her to  
 22 test four days a week, did it? It didn't say, "Ms Birdi  
 23 shall test four days a week"?  
 24 A. It was -- my understanding of it is that she would  
 25 test -- and the whole conversation before it that me and

148

1 Mr Raines had was around her testing four days a week.  
 2 Q. Yes, but she wasn't at --  
 3 A. So when we proposed the motion, it was all based around,  
 4 "She is going to commit to four days' testing".  
 5 Q. Okay. Your understanding then is that that board  
 6 meeting ordered her to test four days a week?  
 7 A. Yes.  
 8 Q. That's your understanding.  
 9 She hadn't been given notice of that resolution, had  
 10 she? She hadn't been told that this was going to be  
 11 decided at the meeting?  
 12 A. I don't know.  
 13 Q. Well, had you told her that this was going to be  
 14 suggested?  
 15 A. No.  
 16 Q. That the board was actually going to vote and order her  
 17 to test four days a week at that meeting?  
 18 A. No, I didn't, no.  
 19 Q. All right. Fine.  
 20 Paragraphs 54 to 55. {C/1/14} You are into  
 21 Mr Goddon's investigation of your grievances; is that  
 22 right?  
 23 A. Yes.  
 24 Q. We have dealt with the point about the sequence of the  
 25 grievances, and we dealt with 55 as well, which was

149

1 Grays. You say in 55 that you worked more than 40 hours  
 2 at Dartford. How did you do that if you were off on  
 3 Sundays and Tuesdays? So you were only there Monday,  
 4 Wednesday, Thursday, Friday, Saturday. That's five days  
 5 a week?  
 6 A. Yes, so the store opening hours are 9 to 6.  
 7 Q. Yes?  
 8 A. But, you know, there will be many occasions where I will  
 9 stay over or I may come in earlier.  
 10 Q. Okay. Did you live nearby?  
 11 A. Yes, very close.  
 12 Q. How close?  
 13 A. Probably a 15- to 20-minute drive.  
 14 Q. Drive -- so the store is actually in the town of  
 15 Dartford in the high street?  
 16 A. Yes.  
 17 Q. You live in, where?  
 18 A. Rochester.  
 19 Q. Rochester. All right. We have dealt with that.  
 20 56. You say: {C/1/14}  
 21 "Mr Goddon investigated both [yours] and Ms Birdi's  
 22 grievances."  
 23 Is that right?  
 24 A. I believe so.  
 25 Q. And what investigation did he make of you regarding her

150

1 grievances? Do you recall?  
 2 A. We had an interview, investigation meeting.  
 3 Q. Yes. Right. Did he get evidence about what you had  
 4 been up to at Grays, about your wife's maternity leave,  
 5 about the telephone calls, about --  
 6 A. I assume so, I don't know.  
 7 Q. Did you provide him with such evidence, then?  
 8 A. It's -- I didn't provide him. We had an interview and  
 9 I don't know if he -- he can have access to all this  
 10 information through Specsavers, I'm assuming. I don't  
 11 know if he did or not.  
 12 Q. All what information?  
 13 A. What you are asking about.  
 14 Q. So investigating you, properly investigating you for  
 15 what you had been up to?  
 16 A. Yes.  
 17 Q. In Grays?  
 18 A. Yes.  
 19 Q. In February, March, April 2009?  
 20 A. Yes.  
 21 Q. And January, I suppose. So you don't know what  
 22 investigations are taking place into you?  
 23 A. No, I'm not sure the investigating officer here, so  
 24 I don't know what he did. I know he had an interview  
 25 with me and ...

151

1 Q. Okay. You must have spoken to your wife about this?  
 2 You see, Specsavers haven't disclosed any information as  
 3 to evidence being gathered by Mr Goddon in relation to  
 4 the grievance against you, the Grays store incidence,  
 5 the conflict of interest. No evidence at all of  
 6 a proper investigation.  
 7 A. I don't know about that.  
 8 Q. Did your wife say to you, "You know, that Mr Goddon has  
 9 been on and he is investigating what you were up to at  
 10 our store in 2009?"  
 11 A. No, I don't think my wife had that conversation with me.  
 12 Q. Or Ms Kaur, your sister-in-law?  
 13 A. No.  
 14 Q. No. So he doesn't seem to have spoken to the directors  
 15 at Grays. There is no documentary evidence of him doing  
 16 anything. Are you sure he investigated the grievance  
 17 against you?  
 18 A. As I said, he had -- we had an investigation interview.  
 19 Q. Yes. At which you said, "It was only the odd day and my  
 20 wife was on maternity leave?"  
 21 A. No, I confirmed that my wife was on maternity leave and  
 22 I helped out on Sundays.  
 23 Q. Yes.  
 24 A. And I also said, when I found out about it, when Mr Rowe  
 25 told me about it, I stopped it. So it's not something

152

1 that carried on.  
2 Q. Yes. You did; you stopped in July 2009 when Mr Rowe  
3 raised it with you.  
4 So what was the outcome of the investigation of that  
5 grievance against you then, so far as you are aware?  
6 A. I don't think -- there was a few issues in there that  
7 Ms Birdi raised but I don't think -- the majority of  
8 them weren't upheld.  
9 Q. Did you ever receive a report?  
10 A. I think I received a letter from Mr Godden.  
11 Q. Okay. Did you criticise you at all?  
12 A. No, I think it was just setting out what was upheld and  
13 what wasn't. I think they made -- I can't remember  
14 correctly but I think they made some recommendations in  
15 there as well.  
16 Q. Yes. If you go -- which bundle have you got open there,  
17 E9?  
18 A. Yes.  
19 Q. You have got E8, have you?  
20 A. Yes.  
21 Q. You can put away E8 now. We are on to E9. Do you have  
22 E9? Page 2501. {E/748.1/2501} Do you see 2501?  
23 A. Yes.  
24 Q. I think that's what you are referring to, is it?  
25 A. Yes, I think so, yes.

153

1 Q. He had been tasked with dealing with both grievances;  
2 yes?  
3 A. Yes.  
4 Q. In relation to grievances raised by Swarandeeep Birdi  
5 against you, and by you against Swarandeeep Birdi. And  
6 that goes on. But in relation to you, I think we go to  
7 page 2504. {E/748.1/2504} Do you see that:  
8 "Swarandeeep Birdi's Grievance."  
9 So that's the one against you. And item 1 is:  
10 "Conflicts of interest with KS and the Grays store."  
11 Do you see that?  
12 A. Yes.  
13 Q. And grievance findings are on the right-hand side:  
14 "Complaint not upheld. I do not feel that KS has  
15 been working in Grays to the detriment of the Dartford  
16 store or in conflict of interest. It was not  
17 unreasonable for KS to work in Grays during his wife's  
18 maternity leave on his days off. I can find no evidence  
19 to support the allegation that KS has continued to do so  
20 post the end of that maternity leave."  
21 When did your wife's maternity leave finish?  
22 A. I can't remember the exact date. Probably a year after.  
23 So it's in September/October 2009.  
24 Q. Right. Well, you had stopped --  
25 A. I stopped in July.

154

1 Q. This grievance was being dealt with by September 2009.  
2 You had stopped in July. There was no suggestion of it  
3 continuing if the maternity leave finished then.  
4 Do you know what evidence he had based that upon or  
5 did you just receive this document and have no idea?  
6 A. I just received this document.  
7 Q. Fine. And then he partially upheld some of Ms Birdi's  
8 complaints against you, but only those ones where you  
9 actually admitted it. That's right, isn't it? We can  
10 see on page 2505, the third item down: {E/748.1/2505}  
11 "Complaint partially upheld."  
12 The complaint is that you used your mobile phone on  
13 the shop floor. Your comments are in the middle block.  
14 You confirmed you do take calls on the shop floor. So  
15 to an extent, you had partially admitted that.  
16 He found that one partially upheld and I think the  
17 only other one -- sorry, there is one on 2506. Holiday  
18 policy. Bottom one on 2506. {E/748.1/2506} Your  
19 comment was you agreed you could better inform Ms Birdi  
20 of your holidays in future in order to give better  
21 advance notice.  
22 So he partially upheld that complaint and says you  
23 should give her better notice. Do you see that?  
24 A. Yes.  
25 Q. And I think that's it, really, as regards what's upheld

155

1 against you. Is that right?  
2 Sorry, there is one last one. 2511. {E/748.1/2511}  
3 The business of you, tit for tat, not authorising her  
4 expenses because she wouldn't authorise your  
5 equalisation. Do you see 2511, item 3:  
6 "Expenses not being authorised by Kam Singh."  
7 "And then your comment was:  
8 "KS states it did take a long time to authorise SB  
9 expenses and that his motive was to improve cashflow.  
10 In hindsight he accepts that he waited too long to do  
11 so. Following some advice taken with Mike Rowe..."  
12 Whereas, of course, Ms Birdi had said this was an  
13 example of you bullying and trying to control her.  
14 Mr Goddon upheld the complaint that you waited too long,  
15 but he didn't uphold the complaint that you did so in  
16 order to bully or control her. Do you see that?  
17 A. Yes.  
18 Q. So in other words, he found only those parts of the  
19 complaints that actually you admitted to. That's right,  
20 isn't it?  
21 A. Correct.  
22 Q. And as far as you are concerned, that was the end of the  
23 grievances process. Is that right?  
24 A. Yes, that's it, yes.  
25 Q. My Lord, I see the time for the --

156



1 MR JUSTICE NUGEE: Yes. We will take a five-minute break.  
 2 (3.15 pm)  
 3 (Short break)  
 4 (3.19 pm)  
 5 MR JUSTICE NUGEE: Yes.  
 6 MR STUART: Mr Singh, I am sorry, could you have the last  
 7 few pages of bundle E9; you do need E9 still. Do you  
 8 have bundle E9?  
 9 A. Yes.  
 10 Q. So Mr Goddon has issued his determination of the two  
 11 grievances. Can I just understand: Mr Goddon; how well  
 12 do you know Mr Goddon?  
 13 A. Not -- not very well, no.  
 14 Q. Had you had many dealings with him previously?  
 15 A. I have probably met him once or twice.  
 16 Q. Okay.  
 17 A. In -- actually before this, I may have met him once or  
 18 twice in the regional meetings or something like that.  
 19 Q. What was his level of seniority?  
 20 A. I think he was an RDC.  
 21 Q. Okay. Were you in the habit of talking to him, you  
 22 know, privately, not in meetings --  
 23 A. No.  
 24 Q. No. All right. Anyway, so he has reached his  
 25 conclusions. If you go to page 2549 {E/753/2549}

157

1 Ms Birdi raises the issue, doesn't she, about the  
 2 equalisation bonus, the £8,705.61 that she was asserting  
 3 Mr Patel had agreed to and authorised, back  
 4 in December 2006. Do you remember? And this had  
 5 certainly come up during the grievances with Mr Goddon.  
 6 Do you remember?  
 7 A. Erm...  
 8 Q. The issue of this £8,705.61 unpaid equalisation bonus  
 9 from the time of Mr Patel?  
 10 A. I don't -- I can't remember if it came up in the  
 11 grievances or not.  
 12 Q. Okay. Perhaps you will recall in a minute. I don't  
 13 really want to have to go back to it. It's a matter of  
 14 record, anyway.  
 15 So she raises with Mr Moore on page 2550  
 16 {E/753/2550} that she wants a breakdown of the bonus  
 17 assigned to Mr Singh because there had been some  
 18 eventual decision, hadn't there, to issue equalisations  
 19 and bonuses, or dividends?  
 20 A. Yes.  
 21 Q. So she has raised that on 25 November. There are then  
 22 some emails, where she is complaining about you to some  
 23 extent, but page 2556. {E/757/2556} On 27 November, she  
 24 appeals against Mr Goddon's grievances decision. Do you  
 25 see that?

158

1 A. Yes.  
 2 Q. And on page 2558 -- I will have to ask you about this.  
 3 Just above the first hole punch, she says: {E/757/2558}  
 4 "I provided evidence, which Kam did not deny, that  
 5 Kam has been withholding post from me and making  
 6 decisions unilaterally, and making communication with  
 7 him protracted and unnecessarily difficult."  
 8 Do you see that?  
 9 A. Yes.  
 10 Q. That's right, isn't it? She had provided evidence to  
 11 show -- which you didn't deny -- that you had been  
 12 withholding post from her and basically trying to cut  
 13 her out of the management of the business?  
 14 A. That's the first I have heard of that.  
 15 Q. Okay.  
 16 A. So I have never seen any evidence. I have never  
 17 accepted that I have withheld any post from her.  
 18 Q. Okay. Page 2563, {E/760/2563} she writes to Mr Raines  
 19 about the four days' testing matter. Had you been in  
 20 contact with Mr Raines at all after the board meeting?  
 21 A. No.  
 22 Q. Okay. You can put away E9. Take out E10.  
 23 On the equalisation bonus, the £8,705.61, she  
 24 produced the authorisation signed by Mr Patel. Do you  
 25 remember?

159

1 A. Which one are we looking at?  
 2 Q. If you look at page 2570. {E/766/2570} On 3 December  
 3 she emails you. You have obviously had a bit of an  
 4 argument:  
 5 "Kam.  
 6 "I am absolutely astounded by your comments that  
 7 I have forged Nimesh Patel's signature on the  
 8 equalisation bonus sent to FP yesterday..."  
 9 "FP" is Financial Planning; yes?  
 10 A. Yes.  
 11 Q. "... FP yesterday at the request of John Le Maitre.  
 12 "I expect a full explanation as to why you would  
 13 accuse me of this serious fraudulent activity.  
 14 "This outstanding sum has been raised on many  
 15 occasions with SOG and yourself over the last three  
 16 years, including yesterday when I informed you that FP  
 17 had told me to fax the paperwork to them..."  
 18 Do you see that:  
 19 "As I have discussed with you on many occasions this  
 20 is monies owed to me before you joined the store and  
 21 should have been paid before you joined, had it not been  
 22 for the poor financial situation of the store at that  
 23 time.  
 24 "For you to then threaten me and say that you will  
 25 be taking this matter further has greatly upset me.

160

1 "I do not expect to come to work and being verbally  
 2 threatened and accused of a criminal offence."  
 3 Do you see that? This is obviously very serious,  
 4 isn't it, as far as she is concerned? You must recall  
 5 this occasion?  
 6 A. This was around a form that Ms Birdi had presented to me  
 7 relating to a payment that she thought she was owed, or  
 8 believed she was owed, dating back to Nimesh Patel's  
 9 days. And firstly I didn't accuse her of forging  
 10 a document. I just -- I was a bit shocked to receive an  
 11 equalisation request for something that happened before  
 12 my time. So I just queried, "What is this document?"  
 13 and I knew nothing of the document and didn't know of  
 14 any payments that were outstanding to Ms Birdi either.  
 15 So this is something that's produced now we are in  
 16 2009, something that's gone on in 2006, and she is  
 17 asking me to sign a document. That has got really  
 18 nothing to do with me, as far as I was concerned.  
 19 Q. You plainly alleged that she had forged Mr Patel's  
 20 signature in an attempt to cheat her way into a £8,705  
 21 equalisation payment?  
 22 A. No, as I said, I didn't say that to her.  
 23 Q. Are you sure?  
 24 A. Yes.  
 25 Q. So, presumably you wrote back when you received this

161

1 email -- you wrote back and said:  
 2 "Dear Swarandeeep, please understand you have got it  
 3 all wrong. I'm not in any way suggesting that you have  
 4 fraudulently forged anything."  
 5 A. I don't know if I wrote back to her or not.  
 6 Q. You didn't.  
 7 A. There was -- there came a point in our relationship  
 8 where, you know, by this time we are not even really  
 9 talking to each other and the number of emails that are  
 10 going backwards and forwards was ridiculous, and there  
 11 was points in time when I was getting four or five  
 12 emails before 8 o'clock in the morning.  
 13 So at some point in our correspondence, you know,  
 14 there's a complete breakdown, and especially when you --  
 15 maybe -- I don't know if it was at that point, but  
 16 especially when you read emails like that.  
 17 Q. You were talking to her. Do you see? You were  
 18 threatening her. You said you would take the matter  
 19 further, ie, the matter of her allegedly forging  
 20 someone's signature?  
 21 A. This is an email from Ms Birdi. I don't -- I'm  
 22 disputing that it happened. I did not say these things  
 23 to her.  
 24 I recall the incident around the form this Ms Birdi  
 25 wanted me to sign --

162

1 Q. Yes.  
 2 A. -- but I didn't say anything about forging a document.  
 3 Q. And your evidence regarding that form is that as far as  
 4 you were concerned, it was nothing to do with you and  
 5 you had no idea why she was coming to you to show you  
 6 the form, et cetera?  
 7 A. I didn't know what it was relating to.  
 8 Q. No, you are --  
 9 A. It was something that was in 2006, before my time, so...  
 10 Q. Yes, so you are now saying that you had no idea why she  
 11 was coming to you to deal with this issue of the 2006  
 12 equalisation payment?  
 13 A. No, at that time I didn't know about it, and I think  
 14 after that, or shortly after that, it was me that  
 15 actually raised the -- brought the whole situation up  
 16 with Mr Ryan, because -- I think I brought it up with  
 17 Mr Ryan saying, "Ms Birdi believes that she is owed some  
 18 money", and I think then he looked into it further.  
 19 Q. No, you are making it up as you go along now, Mr Singh.  
 20 I did say if I had to, I would take you back to it.  
 21 I thought you might at least accept the obvious.  
 22 Go back to bundle E9 because this is important to  
 23 explain this equalisation payment. Page 2532. All of  
 24 this was dealt with in detail at the grievance by  
 25 Mr Goddon. 2532. Do you see on the bottom item,

163

1 right-hand side: {E/749.1/2532}  
 2 "Complaint not upheld. Whilst KS has not authorised  
 3 the £9,000 allegedly owing to SB, I can find no evidence  
 4 to suggest that KS has done so in order to bully or  
 5 humiliate SB. Rather, it appears that this is simply  
 6 due to KS not having sufficient information to determine  
 7 whether he is willing to do so, and this is a product of  
 8 the breakdown in communication between SB and KS (see  
 9 below) meaning that they are reluctant to communicate  
 10 with each other and a lack of trust exists. Determining  
 11 if money is owed and whether making a loan back  
 12 distribution is appropriate is an operational matter  
 13 which is best dealt with by the partners working  
 14 together in the best interests of the store. However,  
 15 I would recommend that SB and KS together investigate  
 16 the issue with Financial Planning and Business Transfer  
 17 and, if outstanding monies are owed and a loan back  
 18 distribution is appropriate, realistic timescales are  
 19 agreed between KS and SB for its payment and that KS and  
 20 SB agree that they will each sign any necessary  
 21 documentation to put such payment in place."  
 22 As a result of that, Ms Birdi did exactly that,  
 23 didn't she? She got, for you, the evidence to show you  
 24 where the £8,000-and-whatever-the-figure was payment was  
 25 due from; why it was due in relation to a period before

164

1 you arrived; how it had been authorised by Mr Patel.  
 2 She provided it to you and you knew she was going to be  
 3 providing it to you because you had been ordered,  
 4 effectively, by Mr Goddon -- or recommended -- for the  
 5 two of you to sort this out between you, and then put it  
 6 through to Financial Planning.

7 And when she did come to you with the evidence, what  
 8 you did was you alleged that she had forged his  
 9 signature on it, Mr Singh, didn't you?

10 A. No, as I said before, I never accused Ms Birdi of  
 11 forging any signatures. These figures here -- are  
 12 these -- are these the same figures we are talking about  
 13 in the form that she presented to me?

14 Q. What did you say?

15 A. Are these figures in this grievance -- are they the  
 16 same --

17 Q. In which grievance?

18 A. In the grievance notes from Mr Goddon?

19 Q. Yes.

20 A. Are they the same figures we are talking to about when  
 21 Ms Birdi produced the document?

22 Q. Yes. Unless you have got some other explanation; she  
 23 was asking you for yet more money due to her?

24 A. No.

25 Q. For the period before you arrived, when Mr Patel had

165

1 authorised a distribution?

2 A. I don't know, no.

3 Q. No, all right. So, yes, it's the same figure, yes.

4 A. Sorry, what's the question?

5 Q. Do you wish to now correct your evidence? Do you now  
 6 recall that she came to you with the document because of  
 7 Mr Goddon's recommendation that you and she should sort  
 8 it out? Do you remember that now?

9 A. Yes, from the notes here, possibly that's what's  
 10 happened.

11 Q. Good. And when she did so and provided you with the  
 12 evidence, signed by Mr Patel, your immediate response  
 13 was that she had forged his signature?

14 A. No.

15 Q. And that's why she wrote to you that very day on  
 16 page 2570 {E/766/2570} -- or are you suggesting that she  
 17 wrote to you that day, saying:

18 "I'm astounded by your comments that I have forged  
 19 Mr Nimesh Patel's signature ..."

20 And that she did that in some way, what, to create  
 21 a false allegation against you? Is that what you are  
 22 now suggesting?

23 A. I don't know why she wrote that, but all I can say is  
 24 that I didn't say that to her.

25 Q. Okay. As I say, you would no doubt have responded to

166

1 this email because it was a serious email from your  
 2 joint venture partner and you had been recommended by  
 3 Mr Goddon to try to join together in a cooperative  
 4 manner from now on, hadn't you? You were supposed to be  
 5 putting your differences behind you, weren't you?

6 A. Yes.

7 Q. Obviously, from the state of her email, she is upset and  
 8 she believes that you are threatening her when you say  
 9 you will take the matter further. She believes you are  
 10 alleging fraud and forgery against her and you, no  
 11 doubt, would have responded to this in the cooperative  
 12 way in which you had been recommended to do so by  
 13 Mr Goddon. Is that right?

14 A. I don't know if I responded to her by email or -- like  
 15 I said to you earlier, we had a complete -- I mean, on  
 16 the same token, I totally dispute that I said this to  
 17 her. I did not say this to her. So I have been landed  
 18 with an email accusing me of making an accusation  
 19 against her. So on the same token, that's not very nice  
 20 either, is it?

21 Q. That's your answer, is it? I don't need to wait for any  
 22 more?

23 A. Yes.

24 Q. 2577. She wrote on 2 December?

25 A. Sorry, what page?

167

1 Q. 2577. {E/769.2/2577} So it was on the day before that  
 2 she had provided you with the document signed by  
 3 Mr Patel and that you had alleged that she had forged it  
 4 and she had become so upset. And it was on that day,  
 5 2 December, that she wrote to Mr Moore. And you will  
 6 see she is complaining about you in the middle -- just  
 7 above the second hole punch:

8 "Today Mr Singh again refused to authorise monies  
 9 owed to me even though earlier in the last week he had  
 10 indicated that he would...

11 "I believe this is another example of Mr Singh  
 12 abusing his position and the authority given to him..."

13 Do you see that:

14 "... unacceptable behaviour to demean, bully and  
 15 control me ..."

16 Do you see that? And then the bottom two  
 17 paragraphs:

18 "After composing this letter yesterday, Mr Singh  
 19 came to the office today and accused me of having forged  
 20 Mr Patel's signature on the bonus dividend that is  
 21 outstanding since December 2006.

22 "I again find his behaviour absolutely unacceptable  
 23 and his accusations I find very distressing and  
 24 insulting."

25 Do you see that? Do you recall her raising these

168

1 issues at that time?  
 2 A. No.  
 3 Q. No. We don't see any evidence that Mr Moore  
 4 investigated this matter, but what we do see is  
 5 page 2581. Would you go to 2581. {E/772/2581} This is  
 6 what you seem to be doing behind the scenes at the same  
 7 time.  
 8 You are writing from your -- you have now got  
 9 a TalkTalk business.net email address; is that right?  
 10 A. Yes.  
 11 Q. And you are writing to Mr Goddon on 7 December. It's  
 12 American dating now, "12/7/2009" is December 7th. Do  
 13 you see that? We can see that from the one above,  
 14 because the reply comes back sent on Saturday,  
 15 December 7th, 45 minutes later. Do you see that?  
 16 A. Yes.  
 17 Q. And you say:  
 18 "Hi Alan.  
 19 "Was speaking with Mike about the grievance. Has  
 20 Swarandeeep made an appeal?  
 21 "Regards Kam."  
 22 Mike would be whom? Mike?  
 23 A. I'm assuming it was Mike Rowe.  
 24 Q. Mike Rowe. So you, Mr Goddon and Mr Rowe are speaking  
 25 or emailing each other about the grievance without

169

1 Ms Birdi knowing about it?  
 2 A. The email is asking if an appeal has been made. That's  
 3 all.  
 4 Q. Yes. But it's clear from the email that you are  
 5 speaking with Mike, you say that's Mike Rowe, about the  
 6 grievance. This is after Alan has issued his whitewash  
 7 of a decision. Do you remember?  
 8 A. After his...?  
 9 Q. After his decision?  
 10 A. After his decision, yes.  
 11 Q. You are speaking to Mike about it, Mike Rowe?  
 12 Celebrating perhaps?  
 13 A. No, not at all.  
 14 Q. What were you speaking about then with Mr Rowe?  
 15 A. Well, I was seeing if Ms Birdi had made an appeal. It's  
 16 quite a simple, straightforward email, wanting to know  
 17 if Ms Birdi had made an appeal. By reading this -- and  
 18 I can't remember the conversation, but by the looks of  
 19 it is -- Mr Rowe probably said to me there's an appeal,  
 20 Ms Birdi's going to make an appeal, and that appeal  
 21 would've, I'm assuming, gone to Mr Goddon and hence  
 22 I asked Mr Goddon and he confirmed it.  
 23 Q. Then came Christmas 2009. Obviously, things were  
 24 deteriorating rapidly between you and Ms Birdi at this  
 25 stage, weren't they? If you go to page 2617,

170

1 {E/796/2617} she is raising issues with Mr Rowe, and  
 2 2618 {E/797/2618} is actually to you. Do you recall?  
 3 Things were really getting out of hand at this  
 4 point. You were not providing her with information, not  
 5 passing on documentation/information that she needed to  
 6 conduct the business and to conduct the other affairs of  
 7 the company. Do you recall? This would have been the  
 8 last Christmas that you were in the matter. Do you  
 9 remember it?  
 10 A. No, well, it's regarding a Christmas party by the looks  
 11 of it.  
 12 Q. There was the Christmas party. There is also all sorts  
 13 of other things, locums being booked --  
 14 A. Where are we looking, sorry?  
 15 Q. Page 2618 is her letter to you? {E/797/2618}  
 16 A. Yes.  
 17 Q. Which responded to your letter to her:  
 18 "Dear Swarandeeep ..."  
 19 This is all about the tickets and things and then  
 20 about staff, they are very upset: {E/797/2619}  
 21 "It is for this reason that I informed the staff  
 22 that I will let you know that we have found the  
 23 tickets."  
 24 It's all getting very personal and petty between  
 25 you, isn't it?

171

1 A. Yes.  
 2 Q. Okay. And then page 2631. {E/805.1/2631} Do you see  
 3 that? You wrote on 7 January to the "Board of  
 4 Directors, Specsavers". I presume you mean SOG?  
 5 A. Yes.  
 6 Q. At the bottom of page 2631, two paragraphs from the  
 7 bottom, you say:  
 8 "Miss Birdi now believes she is owed equalisation  
 9 monies dating back several years. These monies were not  
 10 part the share sale agreement that I signed and I do not  
 11 believe she is owed any money."  
 12 Do you see that?  
 13 A. Yes.  
 14 Q. "Despite this, I still find myself in a situation where  
 15 I'm short of the funds..."  
 16 Do you see that?  
 17 A. Yes.  
 18 Q. Over the page on 2632 you say: {E/805.1/2632}  
 19 "I look to you, my partners ..."  
 20 This is SOG. This is, what, Derek Dyson,  
 21 Mark Raines? Is that who you thought you were speaking  
 22 to?  
 23 A. No, when I use the word "partners", it's in the context  
 24 of the partnership, the whole Specsavers' ethos. So  
 25 I class SOG as my partners, as I do my fellow

172

1 A director.  
2 Q. Okay. But who did you think you were addressing here?  
3 Which people did you think you were talking to?  
4 A. I addressed it to the Board.  
5 Q. I know you did, but in your own mind, was this going to  
6 get read by Mr Raines?  
7 A. I have no idea who read it.  
8 Q. Mr Dyson?  
9 A. No idea.  
10 Q. Okay. And so you say:  
11 "I look to ... expedite a resolution to these  
12 matters:  
13 "a) insist on the implementation of four full days  
14 of testing..."  
15 So this comes from you now; you are going to get SOG  
16 to insist on the implementation of the four full days'  
17 testing:  
18 "b) authorise an equal distribution of profits ..."  
19 To you and her and then:  
20 "On a final note, I do not believe Miss Birdi is the  
21 right person to lead the Dartford store."  
22 Do you see that?  
23 A. Yes.  
24 Q. And you are basically seeking to suggest that somehow  
25 her relationship with her staff -- who had been her

173

1 staff for eight years before you had ever got  
2 involved -- you say that that means she is to go?  
3 That's the effect of what you are saying, isn't it? She  
4 is to be exited from the store?  
5 A. No, I'm saying that she should commit to the four days'  
6 testing that has been agreed on several occasions now.  
7 I think that we should distribute some of the money --  
8 the situation about the money --  
9 Q. Mr Singh --  
10 A. -- the profits here -- sorry. Could I finish?  
11 MR JUSTICE NUGEE: Yes. I think counsel was going to say  
12 you weren't answering the question.  
13 MR STUART: You weren't answering the question.  
14 MR JUSTICE NUGEE: The question was:  
15 "She is to be exited from the store?"  
16 That's the effect of what you are saying?  
17 A. I don't think she was the right person to lead the  
18 business at that time. I don't think --  
19 MR STUART: You wanted her sacked and out of the business,  
20 out of your hair?  
21 A. No, I wanted her to comply with all the things that she  
22 has agreed to and also distribute some of the profits  
23 that we had lying in the business.  
24 Q. You wanted her sacked so that you could achieve the  
25 ulterior motive that you had had from the outset, which

174

1 was to remove her and bring in your own person, probably  
2 a member of your extended family?  
3 A. No.  
4 Q. And you actually used the word -- look at page 2632,  
5 three lines from the bottom of your letter:  
6 {E/805.1/2632}  
7 "So I do not think that this business will continue  
8 to flourish, with the continued employment of  
9 Miss Birdi."  
10 You couldn't be any clearer than that, could you?  
11 She is not to be employed by this business any longer?  
12 A. She is openly discussing selling her shares at that time  
13 to locums. So she's -- there's a major issue between  
14 us. There's issues between her testing. There is  
15 issues about the equalisation of profit -- well, the  
16 distribution of profits. And, you know, when it became  
17 apparent to me that she's discussing selling her shares,  
18 you know, that's someone to me who's disheartened and  
19 wants to move away. And if somebody hasn't got their  
20 mind set in -- and heart in the business, then I don't  
21 think any business can flourish.  
22 Q. No, she hadn't been discussing selling her shares to  
23 locums, had she?  
24 A. That's what I heard at that time.  
25 Q. From who?

175

1 A. From locums.  
2 Q. Which ones?  
3 A. I think she had discussed this with a locum called  
4 Miss Shah? But, yes, I think she had discussed it with  
5 several locums at that time. I don't know how many.  
6 Q. Certainly by this stage, would you agree,  
7 by January 2010 you wanted her out?  
8 A. I think by that time, through everything that we had  
9 been through, I didn't see a future in our relationship  
10 with each other unless -- unless Ms Birdi started to  
11 comply with, you know, things that we've all already  
12 agreed.  
13 Q. And the way in which you were going to get her out was  
14 to use the implementation of four full days' testing as  
15 a trigger for removing her from the store. That was  
16 your (a); that was how you were going to do it, wasn't  
17 it?  
18 A. No, I think, as I said, if she -- you know, she has  
19 agreed this so many times and if -- what -- what other  
20 option is there, if somebody doesn't agree to -- well,  
21 they've already agreed to do it but they don't implement  
22 it. What other options are there? I couldn't see any  
23 other option except for taking it further -- a step  
24 further. I have even written it here in a disciplinary  
25 action. That doesn't necessarily mean that I'm asking

176

1 her to be exited from the business. I'm saying that it  
2 should be escalated more so that it's taken seriously.  
3 Q. Hm-mm, escalated. That's right. Escalated means  
4 getting SOG basically to enforce your wishes against  
5 her. That's escalation, isn't it?  
6 A. No, it's getting -- my -- well, in this -- I'm talking  
7 to the partner -- sorry, the directors of SOG to help  
8 solve this situation and I don't know, the only way --  
9 the only way I could think of is taking it further is  
10 this way and to ultimately end up where we can actually  
11 agree to -- or actually implement this four day testing.  
12 Q. And to ultimately end up with her exiting from  
13 employment so that you now have control of the business?  
14 A. No, I didn't -- I don't say that in there, do I?  
15 Q. You say: {E/805.1/2632}  
16 "So I do not think this business will continue to  
17 flourish, with the continued employment of Miss Birdi."  
18 That's a very clear statement, isn't it?  
19 A. But I don't say that I want control of business, do I?  
20 Q. No, but the effect of this is that you and SOG will have  
21 the business between yourselves, and Ms Birdi will be  
22 excluded?  
23 All right. Page 2725. Meetings are called. You,  
24 Mr Raines and Mr Butcher, page 2725. {E/851/2725} And  
25 on the face of it, it appears that you are both facing

177

1 some sort of investigation. Is that right? You and  
2 Ms Birdi?  
3 A. Yes.  
4 Q. But one of the agenda items is the point that you want  
5 to raise against her, which is the four days' testing.  
6 Yes? Agenda item 9, page 2732. {E/851/2732}  
7 So we have got four days' testing. We have also got  
8 the issue about the distribution, the £8,705.61. That's  
9 page 2730. {E/851/2730} And we have got your  
10 relationship, your working relationship. That's agenda  
11 item 7 on 2726. {E/851/2726}  
12 So the company appears to be dealing with the two of  
13 you, on the face of it; is that right? Do you recall?  
14 A. Yes, I think this meeting --  
15 Q. Presumably you were having discussions with your friends  
16 at SOG, Mr Raines, Mr Goddon, Mike Rowe. You were  
17 having behind the scenes conversations or discussions  
18 with them about what was really going on here?  
19 A. No.  
20 Q. Eventually you -- flick on to page 2783 {E/862/2783} --  
21 sign off on a letter responding to the agenda items. It  
22 starts at page 2780. {E/862/2780}. At page 2781,  
23 within your response, just above the first hole punch,  
24 you are involving now the staff, aren't you? You say:  
25 "As I mentioned at the board meeting, team morale

178

1 has been seriously effected, I have reasons to believe  
2 this is mainly due to Ms Birdi's general attitude ... My  
3 evidence for this comes from a private meeting I had  
4 with six longstanding members of the team a few months  
5 ago."  
6 So you wrote this on 5 April 2010. So this private  
7 meeting would have been about February; is that right?  
8 A. Yes.  
9 Q. "They collectively approached me to discuss issues they  
10 had with Ms Birdi. In general, they felt that Ms Birdi  
11 is very rude ..."  
12 Et cetera, et cetera. So you are trying to involve  
13 the staff, the six members of staff, here. Do you see  
14 that?  
15 A. Yes, I'm talking about the issues that the staff have  
16 raised.  
17 Q. Yes. I don't recall you having brought up these  
18 grievances that the staff had in any way, shape or form  
19 prior to that, when you had the meeting with the staff.  
20 For example, did you forward on a formal grievance on  
21 their behalf that they considered they were being  
22 bullied by Ms Birdi?  
23 A. Sorry, could you repeat that?  
24 Q. Did you, when the staff made these complaints that you  
25 now say they made against her, that she was rude against

179

1 them and that they believed that she is untouchable --  
2 do you see?  
3 A. Yes.  
4 Q. And they decided not to proceed in fear of  
5 repercussions. Some sort of victimisation allegation  
6 against Ms Birdi here. This was a very serious matter,  
7 wasn't it? You don't seem to have documented it, the  
8 meeting with the staff?  
9 A. The staff had this conversation with me about how they  
10 felt, and all I asked -- I told them, "This is -- if you  
11 have got an issue with Ms Birdi, there is a formal  
12 process that you need to go by and, you know, you need  
13 to write -- it's a grievance that you need to raise."  
14 Q. Who are the six staff? Let me ask you that first of  
15 all. Is it the six who you got to sign the letter?  
16 A. Sorry, I didn't get any staff to sign a letter.  
17 Q. Okay. Is it the six who signed the letter?  
18 A. The staff members were Lucy Hornby, Tracey Hilton,  
19 Steve Hummell, Darshan Jhita and Helen Tidmass. And  
20 Ruth Wotton.  
21 Q. Yes. We heard from three of those members of staff.  
22 They gave evidence to his Lordship earlier. They didn't  
23 mention that they had had this meeting with you back  
24 in February.  
25 A. We used to have a lot of -- we classified them as

180

1 meetings but, you know, we used to have social meetings  
2 like -- we used to get together in the pub after work.  
3 Q. So it might have been a meeting in the pub, not a formal  
4 meeting as such?  
5 A. No, I don't think it was a formal formal meeting.  
6 I think this is when we have had a get together and they  
7 raised their concerns.  
8 Q. Okay. And eventually then there is a suggestion of  
9 mediation?  
10 A. Yes.  
11 Q. Page 2829 {E/885/2829}. That comes after a formal  
12 grievance has been raised against you, I think,  
13 page 2811. {E/873/2811} Do you recall that,  
14 Jas Khunkhuna's grievance?  
15 A. Yes.  
16 Q. And you deal with this at paragraph 79 of your witness  
17 statement. {C/1/19} And in paragraph 80 you suggest  
18 that actually Ms Birdi had orchestrated -- your word --  
19 orchestrated Ms Khunkhuna's grievance. Are you  
20 seriously suggesting that Ms Birdi got Ms Khunkhuna to  
21 raise this grievance against you, alleging all the  
22 things she alleges here? Always leering, staring at  
23 you, feeling harassed?  
24 A. Yes, I strongly believe that Ms Birdi was behind it: all  
25 of these allegations are unfounded.

181

1 Q. Are they? They are not all unfounded, are they? Not  
2 everything that she says is unfounded? Let's put it  
3 this way: do you accept that Ms Khunkhuna felt this way  
4 towards you? Whether you had actually given her cause  
5 to do so, she says that she felt very uncomfortable in  
6 your presence, that she felt that you were leering at  
7 her, et cetera. Do you say that she --  
8 MR POTTS: My Lord, I'm sorry, I am going to object now, if  
9 I can make the objection. This matter was paraded out.  
10 Ms Birdi made it clear that she did not in any way  
11 challenge the investigation and the findings by Mr Rajan  
12 that the allegations of sexual misconduct were -- which  
13 were rejected. I just put that --  
14 MR JUSTICE NUGEE: They were rejected but what Mr Stuart is  
15 asking about is the statement in Mr Singh's witness  
16 statement in which he believed that Ms Birdi was  
17 instrumental in orchestrating them.  
18 MR STUART: And still believes that today, is his evidence.  
19 MR POTTS: My Lord, yes, but Mr Stuart is now investigating  
20 the underlying allegations.  
21 MR STUART: No.  
22 MR JUSTICE NUGEE: I think you were asking Mr Singh whether  
23 there was any truth in the allegations.  
24 MR STUART: No, I was careful. I said whether she,  
25 Ms Khunkhuna, felt the way that she says in this -- and

182

1 I said whether or not you had given her cause to feel  
2 that way. The underlying allegations might not -- he  
3 might say they were untrue but if Ms Khunkhuna genuinely  
4 felt, as she says in this grievance, then it would be  
5 wrong to suggest that Ms Birdi has put her up to it.  
6 MR POTTS: My Lord, just read back the transcript.  
7 "Answer: All these allegations are unfounded.  
8 "Question: Are they? They are not all unfounded,  
9 are they?"  
10 MR STUART: Because some of the allegations in the grievance  
11 are as to the way she feels regarding Mr Singh and  
12 although it may well have been found not proven that,  
13 for example, he touched her in a certain way or  
14 et cetera, that is not the same as any finding that  
15 Ms Khunkhuna felt harassed, felt very uncomfortable,  
16 felt that it was inappropriate, et cetera, and if she  
17 did believe that, people are allowed to raise grievances  
18 in an employment context if they genuinely feel that  
19 way, and then to suggest, as Mr --  
20 MR JUSTICE NUGEE: Let me ask you this, Mr Singh: you have  
21 denied, and that denial has been upheld after  
22 an investigation, that you were guilty of the things you  
23 were accused of. When you say in your witness statement  
24 you felt that Ms Birdi had been instrumental in  
25 orchestrating it, could you explain to me whether you

183

1 are suggesting that what you felt is that she had put  
2 Ms Khunkhuna up to making false allegations which she  
3 knew to be false or whether you were saying that she was  
4 helping Ms Khunkhuna make allegations which, as far as  
5 Ms Birdi was concerned, she thought Ms Khunkhuna  
6 genuinely wanted to make. Do you understand the  
7 difference?  
8 A. Yes.  
9 MR JUSTICE NUGEE: So what did you mean when you said,  
10 "instrumental in orchestrating her grievance"?  
11 A. This is my belief, my opinion on this, that -- I believe  
12 that all of these allegations have been made up, and  
13 I believe -- I believe personally -- I believe Ms Birdi  
14 was behind these allegations, constructing these with  
15 Ms Khunkhuna.  
16 MR JUSTICE NUGEE: Right. I think you are entitled to  
17 explore that, the basis for his belief and the extent of  
18 his belief that Ms Birdi was constructing allegations.  
19 MR STUART: So, the allegations that she was constructing,  
20 what I was suggesting was there are two parts to  
21 a junior member of staff making allegations like this.  
22 One is that the junior member of staff, female member of  
23 staff, may in her own mind genuinely have felt  
24 uncomfortable in your presence, may have felt that you  
25 were displaying attraction towards her, may have felt

184

1 that you were acting in an inappropriate manner towards  
 2 her. All right? That's in her mind, Ms Khunkhuna's  
 3 mind.  
 4 Another element of the allegations are actual,  
 5 factual allegations about what you did, for example that  
 6 you stood in a certain position in front of her when  
 7 something happened.  
 8 So there are two elements: What's in her mind and  
 9 what actually you are alleged to have done. Do you  
 10 understand those two parts of what she is saying? Are  
 11 you suggesting that Ms Birdi constructed Ms Khunkhuna's  
 12 feelings, what was in her mind, the fact that she felt  
 13 very uncomfortable in your presence? Are you saying  
 14 that Ms Birdi constructed that?  
 15 A. I have got no reason to believe that Ms Khunkhuna --  
 16 again, I'm basing this on when I was in the store, the  
 17 relationship that these three members -- well, these  
 18 two members of staff had with Ms Birdi was very them and  
 19 us. It was a clear divide in the team. When we look at  
 20 this statement that was produced, it was produced on  
 21 29 April and it's a pre-written statement by whoever.  
 22 I don't know who wrote -- I think Ms Birdi wrote it and  
 23 got the staff to sign -- to actually sign it. This  
 24 doesn't actually go -- this is raised with -- I think  
 25 it's a letter to Mr Raines. I'm not sure. But then

185

1 Ms Khunkhuna hasn't decided to actually make a formal  
 2 complaint against me. That only comes afterwards in --  
 3 I think it's some time later in May, and it happens to  
 4 be just after we have had a board meeting with Ms Birdi  
 5 where a disciplinary action has been taken against her.  
 6 Q. That's the second part of what his Lordship was saying.  
 7 That's escalating it up to somebody in SOG. At this  
 8 stage, this is Ms Khunkhuna telling Ms Birdi how she  
 9 feels. Page 2811. {E/873/2811} Are you suggesting that  
 10 Ms Birdi concocted -- what was your word?  
 11 MR JUSTICE NUGEE: "Constructed".  
 12 MR STUART: -- constructed what Ms Khunkhuna was saying?  
 13 A. This is a document that has been written by Ms Birdi.  
 14 I think it's possible it could be. I don't know.  
 15 Q. You don't know. That's fair enough. You don't know  
 16 whether Ms Khunkhuna said this to her at this meeting or  
 17 not?  
 18 A. No, I don't know for sure but this is a document that  
 19 has been written out by Ms Birdi.  
 20 Q. Of course. Ms Birdi was the director of the store, and  
 21 a junior member of staff wished to make a grievance or  
 22 raise a complaint about your conduct. You were the  
 23 other director of the store. You would agree that it's  
 24 perfectly proper for Ms Birdi to note down what the  
 25 complainant says?

186

1 A. Yes, yes.  
 2 Q. Right. Do you accept the complainant, Ms Khunkhuna, did  
 3 say these things?  
 4 A. I don't know.  
 5 Q. You don't know? You can't say one way or the other?  
 6 A. I can't --  
 7 Q. If you don't know whether Ms Khunkhuna said them or not,  
 8 on what basis are you asserting that Ms Birdi made them  
 9 up?  
 10 A. It's my -- I haven't got any evidence.  
 11 Q. I see.  
 12 A. But it's just like I say, it's my opinion.  
 13 Q. I see. Okay. And that remains your opinion even today?  
 14 Because I think either you were present or you would  
 15 have heard that other members of your staff, other  
 16 members of your staff, who were in your team, the six  
 17 who signed the letter -- they were aware that  
 18 Ms Khunkhuna was actually making allegations against  
 19 you. They had heard it from Ms Khunkhuna.  
 20 A. Right.  
 21 Q. Do you remember? So it's not just Ms Birdi who heard  
 22 these allegations; other members of your staff -- they  
 23 didn't hear the detail of the allegations but they  
 24 certainly heard it from Ms Khunkhuna herself, that she  
 25 wished to make allegations against you. Do you recall?

187

1 A. I think I recall it, yes.  
 2 Q. Yes. So would you perhaps accept that it's unlikely  
 3 that Ms Birdi has made this all up and constructed this  
 4 note, and that the truth is probably that Ms Khunkhuna,  
 5 for whatever reason, felt the way she did and/or told  
 6 Ms Birdi that she felt the way she did?  
 7 A. I'll just say one more thing on this. You know, when  
 8 I have been going through this information, it has  
 9 become clear to me, if you look at -- I don't know if  
 10 they are in the bundle or not -- the actual  
 11 investigation notes from Mr Rajan, you will see that  
 12 this meeting, that apparently happened on Thursday,  
 13 29 April -- it says in the notes -- with the interview  
 14 with Jas Khunkhuna, he says, "Where did the meeting  
 15 happen?" And she said, "In Costa Coffee." And Mr Rajan  
 16 then went on to interview Ms Birdi about this meeting  
 17 and again the same question was asked and she said in  
 18 the pub. So this very, you know, deep allegation --  
 19 strong allegation has been made against me on 29 April.  
 20 They are both there at this meeting but they have both  
 21 got a different venue.  
 22 Q. When this very serious allegation came to be  
 23 investigated against you, it was seriously investigated,  
 24 was it?  
 25 A. Yes.

188



1 Q. Did you suggest to the investigator that actually this  
2 is just made up by Ms Birdi?  
3 A. I can't remember if I said that to him or not.  
4 Q. I suggest you didn't say that to him.  
5 A. I can't remember.  
6 Q. You would remember saying that to him, wouldn't you,  
7 telling him that your defence to this is it's all made  
8 up and it's made up by Ms Birdi?  
9 A. I don't recall.  
10 Q. All right. Okay. You can put away E10. We are into  
11 E11. Go to page 2903 {E/896/2903}. I suppose I ought  
12 to have just taken you very briefly just before. 2897.  
13 Ms Fatima Khan, she also eventually raises a grievance  
14 against you, doesn't she? {E/895.1/2897}  
15 A. Yes.  
16 Q. Do you recall?  
17 A. Yes.  
18 Q. Are you suggesting that Ms Birdi constructed her  
19 grievance?  
20 A. No.  
21 Q. No, good, good. We don't need to go there.  
22 So 2903. May 2010. Do you see that? {E/896/2903}  
23 A. Yes.  
24 Q. A decision is made to go to mediation. Is that right?  
25 A. Yes.

189

1 Q. Page 2911. {E/896/2911} But then it gets unmade because  
2 Ms Birdi wants the mediation to include SOG, page 2912.  
3 So Mr Raines withdraws the proposal for mediation. Is  
4 that right? You were present at the meeting.  
5 {E/896/2912}  
6 A. Sorry, just repeat the question, please.  
7 Q. So there is a long discussion about mediation?  
8 A. Yes.  
9 Q. A motion is put forward, bottom of page 2911, that the  
10 A directors, Swarandeeep Birdi and Kam Singh, and SOG on  
11 behalf of the B directors, participate in formal,  
12 external mediation. Do you see?  
13 A. Yes.  
14 Q. And then Ms Birdi has voted against it, but you are in  
15 favour and so is the other director. But then Mr Raines  
16 says, "Ah, no, I'm withdrawing that motion, we are not  
17 going to have a mediation." Do you see that between the  
18 two hole punches on 2912?  
19 A. Yes.  
20 Q. And that's because Ms Birdi hasn't agreed to vote in  
21 favour and she has explained her reasons against that  
22 are that she thinks it's a good way forward but  
23 mediation needs to look at all three parties; that is  
24 you, her and SOG. That's what happened, wasn't it?  
25 A. Yes.

190

1 Q. Did you think SOG should be involved in the mediation,  
2 like Ms Birdi?  
3 A. Well, I voted in favour for it.  
4 Q. Did you not say to Mr Raines, "Hold on, I think we are  
5 all agreed here. As long as SOG are agreeing to be  
6 involved, let's all go to mediation."  
7 A. The motion does say Swarandeeep Birdi, Kam Singh and SOG.  
8 Q. That's right.  
9 A. And I voted in favour for that.  
10 Q. All right. I'm not going to ask you any more.  
11 Then, finally, we come on to 2913 at the meeting.  
12 {E/896/2913} The issue of the grievances from Jas and  
13 then Fatima are mentioned. Fatima is effectively saying  
14 that you are victimising her for having been an  
15 companion to Jas. Do you remember?  
16 A. I recall it, yes.  
17 Q. You say that was all investigated fully and fairly; is  
18 that right?  
19 A. Yes.  
20 Q. You were suspended, I think, pending the allegations  
21 made against you. But before that, page 2926, on 23 May  
22 {E/904.1/2926} you wrote to SOG and you say:  
23 "Dear Alison  
24 "Re employee grievances against Kam Singh ..."  
25 You sign it at the bottom "Kam Singh", do you see --

191

1 you don't sign it but it's named by you, and you wrote:  
2 "As you are aware, two members of staff, Jas and  
3 Fatima, have confirmed their intention to make formal  
4 complaints against me.  
5 "I refute all contents of the letter written by  
6 Ms Birdi, in the meeting that toke place between her and  
7 JK."  
8 When you say "letter", you mean her note of the  
9 meeting there. Is that right?  
10 A. Sorry, which bit are you referring to?  
11 Q. Page 2926?  
12 A. Yes.  
13 Q. You say you:  
14 " ... refute all the contents of the letter written  
15 by Ms Birdi in the meeting that toke place ... "  
16 A. Yes, yes.  
17 Q. " ... toke ... "  
18 T-O-K-E:  
19 " ... place between her and JK."  
20 A. Yes.  
21 Q. And you recommend that JK -- that is Jas Khunkhuna --  
22 and Fatima Khan are suspended, effectively.  
23 A. Yes.  
24 Q. And you say:  
25 "I believe, it's unfair on me to continue to work in

192

1 these conditions, this time off will also reduce the  
 2 manipulation and interference from SB."  
 3 Do you see that?  
 4 A. Yes.  
 5 Q. What manipulation and interference are you there  
 6 referring to?  
 7 A. I'm again referring to the chats that they used to have  
 8 in the shop floor, separating them from the rest of the  
 9 team, and I was of the belief that that was what was  
 10 going on.  
 11 Q. Hm-mm. Okay.  
 12 A. Sorry, you also said I got suspended. I don't think  
 13 I got suspended.  
 14 Q. In a moment you do; you get suspended, don't you? We  
 15 haven't got there yet but, before you got suspended, you  
 16 tried to get them suspended?  
 17 A. Yes.  
 18 Q. And 2927 {E/905/2927}, Fatima Gulamali, who is also  
 19 Fatima Khan, she resigned. She gives notice of  
 20 resignation:  
 21 "... due to feeling very uncomfortable working with  
 22 Kam Singh and Ruth Wotton."  
 23 A. Yes.  
 24 Q. 2939 is her formal grievance from Kaneez Khan:  
 25 "Subject: RE: grievance." {E/910.1/2939}.

193

1 Do you recall?  
 2 A. Yes, I recall she made a grievance, yes.  
 3 Q. And the grievance is against you and it's on the basis  
 4 that you are giving her and Jas dirty looks, making her  
 5 feel very uncomfortable, what you did about her  
 6 probationary period, et cetera. That's right, isn't it?  
 7 A. That's what she alleged, yes.  
 8 Q. Page 2951. On 2 June, you write, again: {E/915.1/2951}  
 9 "Dear Partners  
 10 "I was shocked to learn that Ms Birdi would like to  
 11 re-employ Fatima Khan, an employee who resigned and left  
 12 work yesterday ... "  
 13 Do you see that?  
 14 A. Yes.  
 15 Q. Ms Birdi didn't want to reemployee her, did she? She  
 16 had taken advice from SOG and they had suggested that,  
 17 to protect the best interests of the store company, it  
 18 would be sensible not to have her leave pending the  
 19 resolution of these grievances. It's not a question of  
 20 re-employing her, is it?  
 21 A. At that time I wasn't aware that Ms Birdi was talking to  
 22 SOG. Ms Khan had left the business without working her  
 23 notice and Ms Birdi actually made it clear to the team  
 24 that she wanted to bring her back into the business and  
 25 re-employ her. So that's the basis that I believe that

194

1 she wanted to re-employ her. As far as I'm concerned,  
 2 if someone has left the business and they have not  
 3 worked their notice either and you want to bring them  
 4 back into the business, you are re-employing them.  
 5 Q. So who do you say told you that Ms Birdi wanted to  
 6 re-employ Fatima Khan?  
 7 A. The staff told me.  
 8 Q. Which ones?  
 9 A. Initially it was Ruth Wotton.  
 10 Q. Hm-mm.  
 11 A. And then I had a conversation with several staff members  
 12 at that point.  
 13 Q. What, you told them what Ruth had told you and then they  
 14 sort of agreed with you?  
 15 A. No, I think what actually happened was Tracey Hilton and  
 16 Steve Hummell went and had a conversation with Ms Birdi  
 17 and Ms Birdi told them that she is going to come back  
 18 and they went to Ruth and Ruth came to me and then  
 19 I went to the staff afterwards.  
 20 Q. What, and told them what?  
 21 A. I didn't -- they told me that this is the situation and  
 22 they are not happy about it.  
 23 Q. You said to them, "Don't worry, it's not going to  
 24 happen."  
 25 A. Did I say that?

195

1 Q. I don't know. What did you say? I don't understand.  
 2 Are you now saying you told them --  
 3 A. I thought you said I said that.  
 4 Q. No. Did you tell the staff that Ms Birdi had said that  
 5 she was going to re-employ --  
 6 A. I didn't tell the staff, no. The staff told me.  
 7 Q. You are saying that at that time you didn't know that  
 8 Ms Birdi had spoken to head office and got this advice  
 9 from head office. You say you didn't know that?  
 10 A. I think she -- I think it all came about with  
 11 Alison Anderson -- Alison Girollet, sorry.  
 12 Q. That's right.  
 13 A. I don't know if I contacted her or she contacted me. So  
 14 I knew that Ms Birdi had a conversation with SOG about  
 15 it but I don't know if it was about -- what it was  
 16 about. I knew it was Fatima Khan and coming back to the  
 17 business, something, but I didn't know what the actual  
 18 context of it was.  
 19 Q. Okay, look at 2949. {E/915/2949} The context is set out  
 20 in an email to you:  
 21 "Hi Kam."  
 22 Look at the bottom paragraph of 2949. This is from  
 23 Alison Girollet, the manager of the employment section  
 24 of the legal department of SOG in Guernsey. Bottom  
 25 paragraph:

196

1 "Whilst the grievance procedure is still ongoing, it  
2 is probably better for the employee to remain in her  
3 employment at Dartford."  
4 Do you see that? This is SOG's advice to you and  
5 Ms Birdi on the morning of 2 June, isn't it?  
6 A. Yes.  
7 Q. And that is all that Ms Birdi was saying, wasn't it?  
8 Not re-employ her, not bring her back after all this is  
9 over or anything like that; she was just following the  
10 advice that SOG were giving her and you:  
11 "... better for the employee to remain in her  
12 employment."  
13 Until the grievance procedure is over. Yes? This  
14 is all about Fatima Khan.  
15 A. Yes.  
16 Q. So when you were speaking to these staff members about  
17 the position, if you gave them the understanding that  
18 Ms Birdi wanted to re-employ Fatima Khan and that this  
19 caused them to get upset -- if that's what happened,  
20 that would have been wrong of it you, wouldn't it?  
21 A. I didn't say that I did that.  
22 Q. No.  
23 A. I said that Ms Birdi actually had a conversation with  
24 the staff and told her then that she is -- and I don't  
25 know how she phrased it but she told them that

197

1 Fatima Khan is going to be re-employed back in the  
2 business, and they came to me -- well, those two staff  
3 members spoke to Ruth and Ruth came to me and then I had  
4 a conversation with the staff. So I didn't actually go  
5 to the staff and say, "Look, Ms Birdi is going to bring  
6 Fatima Khan back into the business." That didn't  
7 happen.  
8 Q. Right, and it was clear to you that the real position  
9 was that she would just simply be kept on the books  
10 whilst the grievance procedure was outstanding?  
11 A. That's what Alison Girollet recommended. But she had  
12 caused a lot of disruption in the business and the staff  
13 were very upset about it. So I didn't hold this same  
14 view.  
15 MR STUART: My Lord, I see the time. I am almost finished.  
16 I have got up to June 2010. I have got to deal with the  
17 suspension of Mr Singh and the meeting with the staff  
18 and getting them to create that document. So it will  
19 take longer than --  
20 MR JUSTICE NUGEE: Yes.  
21 MR STUART: -- a few minutes. So --  
22 MR JUSTICE NUGEE: Yes, we will have to go over into Monday.  
23 MR STUART: I am almost finished.  
24 MR JUSTICE NUGEE: How are we doing with the timetable  
25 generally?

198

1 MR STUART: Yes. This was drafted this morning. Could  
2 I pass it up? (Handed)  
3 MR POTTS: My Lord, I think the timetable we agreed last  
4 night between us is already obsolete.  
5 MR STUART: Well, obsolete or we've slipped slightly, yes.  
6 MR POTTS: Well, no, my Lord, I will suggest it is obsolete.  
7 MR STUART: All right.  
8 MR POTTS: I'll let my friend -- I'm not trying to score  
9 points, but, my Lord, can I just raise a couple of  
10 points on it?  
11 MR JUSTICE NUGEE: Let me just have a look at this.  
12 MR POTTS: Yes.  
13 MR JUSTICE NUGEE: This is where you were last night?  
14 MR STUART: That's right, my Lord.  
15 MR JUSTICE NUGEE: Yes.  
16 MR STUART: So, as of this morning, I was hoping to  
17 finish -- you will see Day 12, Friday, 7th --  
18 MR JUSTICE NUGEE: You were hoping to have finished  
19 Mr Singh.  
20 MR STUART: Finished Mr Singh and just to have started  
21 Mr Raines.  
22 MR JUSTICE NUGEE: And to have started Mr Raines.  
23 MR STUART: And then finished Mr Raines on Monday --  
24 MR JUSTICE NUGEE: Yes.  
25 MR STUART: -- morning. Now, obviously, I'm not going to

199

1 finish Mr Singh until Monday morning.  
2 MR JUSTICE NUGEE: No, and you have five of the respondent's  
3 witnesses still to cross-examine. Is that right?  
4 Mr Raines, Rowe, Clark, Ms McIntyre and Mr Howarth.  
5 MR STUART: Yes. Mr Howarth is one and a half pages of --  
6 Mr Howarth is 15 minutes, literally.  
7 MR JUSTICE NUGEE: Yes.  
8 MR STUART: A page and a half of his text. But, yes,  
9 I still have Mr Raines, who is the main -- certainly, of  
10 the four that remain, he is certainly the main one  
11 because he is the director who deals with all these  
12 things, and then I have got to deal with Mr Rowe.  
13 Mr Rowe -- well, you have seen the part Mr Rowe played.  
14 MR JUSTICE NUGEE: Yes.  
15 MR STUART: So it's a limited area. And then, yes, I do  
16 have to deal with Mr Clark, who dealt with some point in  
17 time, and Ms McIntyre who deals with some other things.  
18 So, yes, I have still got some to go.  
19 MR JUSTICE NUGEE: It might be ambitious to get through all  
20 that in two days.  
21 MR POTTS: Yes.  
22 MR STUART: It might be.  
23 MR POTTS: My Lords, there are two points I just wanted to  
24 raise. Firstly, the interposition of Mr Rehman.  
25 MR JUSTICE NUGEE: Yes.

200

1 MR POTTS: I would like to get an idea, if it's possible, as  
2 to when that is going to happen, just so we have the  
3 time -- I don't know if that's --  
4 MR STUART: Yes. What happened was we initially suggested  
5 put him at the end, but without having taken  
6 instructions. Then I think my learned friend said,  
7 "Look, I think it would be much better if we had him on  
8 Monday --  
9 MR POTTS: Yes. Is that okay?  
10 MR STUART: And that's fine.  
11 MR POTTS: Okay.  
12 MR STUART: I have actually arranged for him to take a day  
13 off work on Monday --  
14 MR POTTS: That's very helpful. Okay.  
15 MR STUART: -- and he's coming on Monday.  
16 MR POTTS: So we will get him on Monday.  
17 MR STUART: So I'd like to put him in --  
18 MR JUSTICE NUGEE: So shall we have him before Mr Raines?  
19 After Mr Singh and before Mr Raines?  
20 MR POTTS: Yes, I think --  
21 MR STUART: I think so, yes.  
22 MR POTTS: Exactly --  
23 MR JUSTICE NUGEE: Right.  
24 MR POTTS: -- that's what I would suggest, my Lord.  
25 MR JUSTICE NUGEE: Okay.

201

1 answered -- he has already lost -- he was meant to be  
2 flying to Australia but I think there is just nothing we  
3 can do about that. He'll just have --  
4 MR STUART: I'm certainly perfectly flexible to put him in  
5 on Monday.  
6 MR POTTS: No, I think the flights were -- I think they are  
7 already gone but ...  
8 MR JUSTICE NUGEE: Very well. I don't think there is  
9 anything very much that either of you are expecting me  
10 to do about the timetable at the moment --  
11 MR POTTS: No.  
12 MR STUART: No.  
13 MR JUSTICE NUGEE: -- because these things take as long as  
14 these things take.  
15 MR POTTS: Yes.  
16 MR JUSTICE NUGEE: But, obviously, it's in everybody's  
17 interests to get through it as efficiently as possible.  
18 Very well, 10.30 on Monday.  
19 I'm afraid, Mr Singh, you are going to have  
20 a weekend when you won't be able to speak to anybody  
21 about the one thing that's uppermost in your mind at the  
22 moment, but don't speak to anybody about your evidence  
23 or the case and we will see you at 10.30 on Monday.  
24 (4.25 pm)  
25 (The court adjourned until Monday,

203

10 November 2014 at 10.30 am)

1 MR POTTS: My Lord, the second impact is just looking  
2 ahead -- and it's not a criticism of my friend, but the  
3 accuracy of time estimates for witnesses -- we are all  
4 over a bit, and it's just the issue about closing  
5 submissions, and I know, obviously, we will have to see  
6 how we go.  
7 But there were two points, my Lord. I think we have  
8 both been somewhat ambitious suggesting that the closing  
9 submissions are going to be finished by next Friday and,  
10 secondly, that it's half a day each, and I think your  
11 Lordship did raise some concerns about --  
12 MR JUSTICE NUGEE: Well, there's --  
13 MR POTTS: Yes.  
14 MR JUSTICE NUGEE: We will see how we go with that.  
15 MR POTTS: Yes. But I have to say I think, given how we are  
16 going, it seems unlikely, to me, now, that we're going  
17 to --  
18 MR JUSTICE NUGEE: No, I think --  
19 MR POTTS: -- finish.  
20 MR JUSTICE NUGEE: -- we may well go over into the  
21 following --  
22 MR POTTS: Yes.  
23 MR JUSTICE NUGEE: -- week.  
24 MR POTTS: My Lord, just in terms of the time, the other --  
25 there is nothing we can do about it. Mr Clark has

202

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

204

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

November 7, 2014

<p><b>A</b></p> <p><b>ability (1)</b> 41:20</p> <p><b>able (6)</b> 13:8,10 44:7 66:24 115:7 203:20</p> <p><b>abruptly (1)</b> 82:17</p> <p><b>absence (2)</b> 139:11 145:15</p> <p><b>absolute (1)</b> 72:10</p> <p><b>absolutely (4)</b> 24:6 107:20 160:6 168:22</p> <p><b>abusing (1)</b> 168:12</p> <p><b>accept (10)</b> 46:2 62:20 63:23 109:12 128:24 129:2 163:21 182:3 187:2 188:2</p> <p><b>acceptable (1)</b> 66:17</p> <p><b>accepted (2)</b> 125:3 159:17</p> <p><b>accepting (1)</b> 139:22</p> <p><b>accepts (1)</b> 156:10</p> <p><b>access (1)</b> 151:9</p> <p><b>account (3)</b> 35:14 78:18 106:19</p> <p><b>accuracy (1)</b> 202:3</p> <p><b>accurate (1)</b> 142:11</p> <p><b>accusation (2)</b> 134:2 167:18</p> <p><b>accusations (1)</b> 168:23</p> <p><b>accuse (2)</b> 160:13 161:9</p> <p><b>accused (4)</b> 161:2 165:10 168:19 183:23</p> <p><b>accusing (1)</b> 167:18</p> <p><b>achieve (1)</b> 174:24</p> <p><b>acknowledge (1)</b> 124:14</p> <p><b>acknowledges (1)</b> 68:11</p> <p><b>act (2)</b> 18:20 27:23</p> <p><b>acted (1)</b> 109:13</p> <p><b>acting (4)</b> 7:15 56:1 92:15 185:1</p> <p><b>action (4)</b> 101:1 136:17 176:25 186:5</p> <p><b>actions (5)</b> 52:21 112:13 137:19,22 138:25</p> <p><b>activity (2)</b> 133:11 160:13</p> <p><b>actual (10)</b> 6:14 50:19 54:5,16 94:19 95:12 142:18 185:4 188:10 196:17</p> <p><b>adamant (3)</b> 51:24 122:18 124:11</p> <p><b>add (2)</b> 10:25 65:15</p> <p><b>addition (1)</b> 66:23</p> <p><b>additional (3)</b> 7:23 27:21 78:3</p> <p><b>address (13)</b> 12:3 40:7 48:11 60:3 73:2,9 73:18 86:16,17 88:13 91:9 141:19 169:9</p> <p><b>addressed (3)</b> 10:7 96:9 173:4</p> <p><b>addresses (1)</b> 73:19</p> <p><b>addressing (2)</b> 10:18 173:2</p> <p><b>adherence (4)</b> 26:11 26:15 42:2 43:12</p> <p><b>adjourn (1)</b> 141:16</p> <p><b>adjourned (2)</b> 140:13 203:25</p> <p><b>adjournment (1)</b> 107:1</p>	<p><b>adjust (3)</b> 105:3,5,25</p> <p><b>administrative (1)</b> 30:18</p> <p><b>admitted (3)</b> 155:9,15 156:19</p> <p><b>advance (2)</b> 92:18 155:21</p> <p><b>advice (13)</b> 30:8 44:10 72:7 92:15 93:4,7 93:10 122:7 156:11 194:16 196:8 197:4 197:10</p> <p><b>advise (1)</b> 5:7</p> <p><b>affairs (1)</b> 171:6</p> <p><b>afford (3)</b> 35:20,22 57:25</p> <p><b>afraid (1)</b> 203:19</p> <p><b>afternoon (11)</b> 48:3 50:25 51:3,4,15,16 54:7,15,17 56:16 88:5</p> <p><b>agencies (1)</b> 117:2</p> <p><b>agenda (15)</b> 25:13 94:4 136:24 138:7 138:9,13 142:9,18 143:16,18,24 178:4 178:6,10,21</p> <p><b>aggressive (2)</b> 109:1,2</p> <p><b>aggressively (1)</b> 109:13</p> <p><b>ago (3)</b> 21:13 110:15 179:5</p> <p><b>agree (34)</b> 18:2 31:2,4 31:21,23 51:18 55:12,15 56:15 64:18 66:16 70:19 71:8 74:13,15,15 75:18,19 76:16 89:18,20,24 104:13 107:8,14 112:15 130:20 145:6,8 164:20 176:6,20 177:11 186:23</p> <p><b>agreed (90)</b> 2:20 12:8 17:13,14,23 18:4 18:13,14 19:2 25:25 28:1,14,15 28:17 32:23 38:10 53:14,16,18 54:22 55:9,11 57:8,12 61:16,18,20 62:6 62:12,15,16 63:2 64:5,8 67:12,15 71:15,17,18,22 74:15 75:2,3,5,6,7 75:20 76:3,14 78:14 97:9 98:19 98:22,25 99:2,3,7 99:11 108:13 137:19,21 138:25 139:3 144:2,25 145:3,5,10,20,24 146:6,15 147:5,22 147:23 148:2,13,19 155:19 158:3 164:19 174:6,22 176:12,19,21 190:20 191:5 195:14 199:3</p> <p><b>agreeing (17)</b> 42:8,16 43:3 60:21,24 76:9 99:12 105:9 144:8 144:22 145:1 148:3 148:6,7,10,15 191:5</p> <p><b>agreement (28)</b> 10:20 12:12 16:13,16 17:19,20,20 26:8 26:12 42:4,10,12 42:17,18,19,20</p> <p>43:4,9,13,15,18 44:14 75:22 107:10 144:5,5,7 172:10</p> <p><b>agreement(s) (1)</b> 43:15</p> <p><b>Ah (1)</b> 190:16</p> <p><b>ahead (2)</b> 143:16 202:2</p> <p><b>aimed (1)</b> 49:9</p> <p><b>air (2)</b> 147:16,17</p> <p><b>Alan (2)</b> 169:18 170:6</p> <p><b>Alison (5)</b> 191:23 196:11,11,23 198:11</p> <p><b>allegation (8)</b> 24:10 24:17 154:19 166:21 180:5 188:18,19,22</p> <p><b>allegations (24)</b> 118:13 122:25 140:11 181:25 182:12,20,23 183:2 183:7,10 184:2,4 184:12,14,18,19,21 185:4,5 187:18,22 187:23,25 191:20</p> <p><b>alleged (9)</b> 134:2 144:5,5,7 161:19 165:8 168:3 185:9 194:7</p> <p><b>allegedly (2)</b> 162:19 164:3</p> <p><b>alleges (2)</b> 21:25 181:22</p> <p><b>alleging (4)</b> 72:18 134:18 167:10 181:21</p> <p><b>allowed (2)</b> 112:15 183:17</p> <p><b>allowing (1)</b> 140:6</p> <p><b>alongside (1)</b> 112:6</p> <p><b>ambitious (2)</b> 200:19 202:8</p> <p><b>amend (2)</b> 11:10 17:24</p> <p><b>amended (4)</b> 7:1 11:9 19:3 46:19</p> <p><b>American (1)</b> 169:12</p> <p><b>analysis (2)</b> 111:10 130:20</p> <p><b>Anderson (1)</b> 196:11</p> <p><b>Andrew (1)</b> 139:17</p> <p><b>and/or (1)</b> 188:5</p> <p><b>annum (2)</b> 7:17 38:22</p> <p><b>answer (6)</b> 4:15 5:10 34:19,23 167:21 183:7</p> <p><b>answered (1)</b> 203:1</p> <p><b>answering (2)</b> 174:12 174:13</p> <p><b>anybody (7)</b> 1:25 34:18 99:6 106:24 134:4 203:20,22</p> <p><b>anyway (9)</b> 13:17 15:19 19:1 31:24 73:20 88:7 141:13 157:24 158:14</p> <p><b>apart (3)</b> 53:9 63:7 90:24</p> <p><b>apparent (1)</b> 175:17</p> <p><b>apparently (3)</b> 47:7 144:1 188:12</p> <p><b>appeal (7)</b> 169:20 170:2,15,17,19,20 170:20</p> <p><b>appeals (1)</b> 158:24</p> <p><b>appear (1)</b> 67:23</p> <p><b>appears (12)</b> 13:12 14:25 31:17 37:13 47:13 68:5 117:5 122:23 139:22 164:5 177:25 178:12</p> <p><b>application (1)</b> 35:10</p> <p><b>applying (1)</b> 83:22</p> <p><b>appointed (8)</b> 1:16 9:12 10:14 19:23 37:14,25 41:7,14</p> <p><b>appointing (1)</b> 29:24</p> <p><b>appointment (6)</b> 16:7 27:10 28:7 31:25 37:6 46:7</p> <p><b>appointments (1)</b> 83:5</p> <p><b>appoints (1)</b> 30:9</p> <p><b>approach (1)</b> 108:15</p> <p><b>approached (1)</b> 179:9</p> <p><b>approaching (1)</b> 105:15</p> <p><b>appropriate (4)</b> 53:6 92:17 164:12,18</p> <p><b>appropriateness (1)</b> 21:9</p> <p><b>approval (1)</b> 26:16</p> <p><b>approved (8)</b> 6:11 14:14 25:6 26:10 26:25 27:3,17 37:22</p> <p><b>April (22)</b> 11:11,23 16:4,14 19:1,16,17 19:19,21 28:18 34:9 62:25 63:1 64:5 65:1 69:6 121:18 151:19 179:6 185:21 188:13,19</p> <p><b>area (2)</b> 115:12 200:15</p> <p><b>areas (4)</b> 10:17,22 11:18 103:20</p> <p><b>argument (1)</b> 160:4</p> <p><b>arguments (1)</b> 103:13</p> <p><b>arises (1)</b> 21:10</p> <p><b>arising (1)</b> 111:1</p> <p><b>arrange (2)</b> 89:3 92:11</p> <p><b>arranged (2)</b> 94:10 201:12</p> <p><b>arrive (1)</b> 71:4</p> <p><b>arrived (7)</b> 55:24 56:4 56:5 79:9 111:25 165:1,25</p> <p><b>Article (1)</b> 27:19</p> <p><b>articles (2)</b> 27:15,19</p> <p><b>artificial (1)</b> 138:17</p> <p><b>asap (4)</b> 50:2,4 55:7 58:5</p> <p><b>aside (4)</b> 5:12 30:11 56:19 129:6</p> <p><b>asked (28)</b> 1:14,21 6:6 11:2 18:1 24:5,16 24:17,22 35:6,16 35:17 46:6 60:13 63:8 80:8 92:14 107:19 111:15,18 111:20 114:17 115:15 132:13 145:16 170:22 180:10 188:17</p> <p><b>asking (18)</b> 2:4 18:3 61:3,11 62:15 71:23 81:14 90:13 93:6,14 131:13 151:13 161:17 165:23 170:2 176:25 182:15,22</p> <p><b>asks (2)</b> 26:17 87:17</p> <p><b>aspect (2)</b> 66:19 81:8</p> <p><b>aspects (2)</b> 11:17 122:7</p> <p><b>asserting (3)</b> 130:2 158:2 187:8</p>	<p><b>assets (1)</b> 5:8</p> <p><b>assigned (1)</b> 158:17</p> <p><b>assist (1)</b> 66:19</p> <p><b>assistance (1)</b> 85:5</p> <p><b>assisted (1)</b> 120:19</p> <p><b>assisting (1)</b> 120:13</p> <p><b>Association (1)</b> 27:20</p> <p><b>assume (2)</b> 39:22 151:6</p> <p><b>assumed (2)</b> 128:16 128:18</p> <p><b>assuming (5)</b> 2:18 44:16 151:10 169:23 170:21</p> <p><b>astounded (2)</b> 160:6 166:18</p> <p><b>atmosphere (1)</b> 48:20</p> <p><b>attached (1)</b> 26:3</p> <p><b>attaching (1)</b> 96:12</p> <p><b>attachment (1)</b> 49:20</p> <p><b>attempt (1)</b> 161:20</p> <p><b>attend (3)</b> 92:19 141:12 142:3</p> <p><b>attendance (3)</b> 36:20 137:3 143:22</p> <p><b>attended (1)</b> 36:9</p> <p><b>attending (3)</b> 86:22 141:14 143:10</p> <p><b>attention (4)</b> 20:19 81:3 127:16 133:21</p> <p><b>attitude (1)</b> 179:2</p> <p><b>attraction (1)</b> 184:25</p> <p><b>audit (3)</b> 133:13,18 134:7</p> <p><b>August (33)</b> 57:16 58:14 59:4,19,21 62:1 72:16,18 73:12 83:15 88:20 90:3 139:2,15 140:5,5 142:12,13 142:14,16,16,21,22 142:24,25,25 143:1 143:1,2,6 144:3 146:14 148:8</p> <p><b>Australia (1)</b> 203:2</p> <p><b>authorisation (1)</b> 159:24</p> <p><b>authorise (9)</b> 131:2,6 131:7,9,17 156:4,8 168:8 173:18</p> <p><b>authorised (6)</b> 132:12 156:6 158:3 164:2 165:1 166:1</p> <p><b>authorising (2)</b> 131:9 156:3</p> <p><b>authority (2)</b> 18:20 168:12</p> <p><b>available (3)</b> 4:15,22 6:13</p> <p><b>aware (38)</b> 3:25 6:11 16:5 18:22 20:22 24:8,9 32:1,25 41:17,18 65:14,15 65:19,22,24 92:10 109:23 110:9 114:3 114:5,8,22 116:21 122:10,24 123:1 127:14 128:15,17 128:21 129:4,7 130:13 153:5 187:17 192:2 194:21</p> <p><b>b (9)</b> 19:18 30:10 37:1 37:2 62:16 90:6 145:18 173:18 190:11</p> <p><b>babies (1)</b> 124:7</p> <p><b>back (63)</b> 3:12,17 4:23 4:23 5:10,24 12:11 17:1,18,22,24 18:7 18:10 20:5,16 25:19 34:9 39:22 42:10 44:17,21 54:13 61:9 62:22 64:25 71:2 72:19 73:11 75:13 100:5 110:3 112:12 114:19 119:24 120:25 124:13 125:9 127:24 129:23 130:4 133:5 142:5 158:3,13 161:8,25 162:1,5 163:20,22 164:11 164:17 169:14 172:9 180:23 183:6 194:24 195:4,17 196:16 197:8 198:1 198:6</p> <p><b>background (1)</b> 37:18</p> <p><b>backwards (7)</b> 25:4 58:22 59:18 85:25 86:8 95:9 162:10</p> <p><b>badly (1)</b> 35:18</p> <p><b>balance (2)</b> 83:17,19</p> <p><b>barrage (1)</b> 140:11</p> <p><b>based (8)</b> 28:17 53:3 53:22 57:13 103:23 103:25 149:3 155:4</p> <p><b>basic (12)</b> 7:24 8:1 10:24 19:7 33:19 33:21,22 34:14,17 36:4,6,7</p> <p><b>basically (9)</b> 4:14 23:6 41:21 49:23 119:14 119:15 159:12 173:24 177:4</p> <p><b>basing (1)</b> 185:16</p> <p><b>basis (10)</b> 31:17 35:24 50:3 93:22 107:9 136:17 184:17 187:8 194:3,25</p> <p><b>becoming (2)</b> 63:22 92:25</p> <p><b>bedtime (3)</b> 48:5 49:7 56:9</p> <p><b>beginning (2)</b> 95:12,21</p> <p><b>begins (1)</b> 118:10</p> <p><b>behalf (3)</b> 18:14 179:21 190:11</p> <p><b>behaviour (5)</b> 85:20 108:19 109:10 168:14,22</p> <p><b>behaviours (1)</b> 108:11</p> <p><b>belief (5)</b> 68:6 184:11 184:17,18 193:9</p> <p><b>believe (32)</b> 6:15 36:14,16 53:5 57:7 70:21 72:10 90:7 91:18 99:8 115:2,9 121:5,17 130:16,23 137:19 140:2 150:24 168:11 172:11 173:20 179:1 181:24 183:17 184:11,13 184:13,13 185:15 192:25 194:25</p> <p><b>believed (3)</b> 161:8 180:1 182:16</p> <p><b>believes (7)</b> 66:7 93:15 163:17 167:8 167:9 172:8 182:18</p> <p><b>beneficial (1)</b> 112:19</p> <p><b>benefit (3)</b> 93:16 124:15 130:17</p> <p><b>benefited (1)</b> 124:1</p> <p><b>benefits (11)</b> 7:23,24 8:1 33:19,20,20 45:10 117:9 130:10 130:24 131:13</p> <p><b>best (9)</b> 15:21 133:16 133:19,21,23 141:9 164:13,14 194:17</p> <p><b>better (12)</b> 4:3 12:7 103:18 104:4,4 124:7 155:19,20,23 197:2,11 201:7</p> <p><b>big (2)</b> 63:22 77:9</p> <p><b>biggest (2)</b> 12:2 67:23</p> <p><b>bill (1)</b> 23:12</p> <p><b>bills (1)</b> 116:24</p> <p><b>Birdi (200)</b> 2:8,15 8:4 8:19,25 9:6 10:20 11:2,8 12:12 13:13 14:8 15:22,24 16:6 20:8 21:4 23:25 24:5,17 25:5 26:18 28:24 29:19 31:9 33:20,20 35:6,13 36:10 42:14 44:24 45:25 46:2 47:14 48:5,6 49:7,10,14 51:8 52:14,15 55:12,15,25 56:9 61:12,20 62:3 68:19 69:9,11 74:8 74:25 77:9,20 79:3 79:9 81:14 83:10 87:15 89:15 91:6 93:13 95:6,10,22 96:6,10 97:2,8 98:22 101:21 103:24 105:2 106:18 107:7,15 110:22 112:6,12 113:3 114:16 117:5 118:14 119:11 122:11 124:23 125:5 126:5,5 127:14,24 128:7 130:16 132:13,22 133:10 135:1 136:12,13 137:11 139:3,8,14 141:8 141:13,25 143:8,10 144:17 145:15 146:12,15,21,24 148:22 153:7 154:4 154:5 155:19 156:12 158:1 161:6 161:14 162:21,24 163:17 164:22 165:10,21 170:1,15 170:17,24 172:8 173:20 175:9 176:10 177:17,21 178:2 179:10,10,22 180:6,11 181:18,20 181:24 182:10,16 183:5,24 184:5,13 184:18 185:11,14 185:18,22 186:4,8 186:10,13,19,20,24 187:8,21 188:3,6 188:16 189:2,8,18 190:2,10,14,20 191:2,7 192:6,15 194:10,15,21,23 195:5,16,17 196:4 196:8,14 197:5,7 197:18,23 198:5</p> <p><b>Birdi's (16)</b> 2:5 13:17 34:19,23 37:2 101:13 103:4 104:1 108:19 126:6 138:10 150:21 154:8 155:7 170:20</p>
---	---	---

179:2	163:22 188:10	<b>cars (1)</b> 130:21	<b>CL (1)</b> 136:22	68:13 69:24 70:3	137:1 143:20	<b>cooperation (1)</b>
<b>bit (19)</b> 53:20 66:8	<b>busiest (1)</b> 51:3	<b>case (13)</b> 17:9 33:2	<b>claim (1)</b> 47:20	70:13 82:2 164:9	<b>confirmed (13)</b> 22:3	140:22
74:7 75:25 76:4	<b>business (133)</b> 2:25	56:14,17 80:1,2	<b>claimed (1)</b> 60:5	<b>communication (7)</b>	37:18 66:5 90:21	<b>cooperative (2)</b> 167:3
79:6 102:16 103:5	3:10 4:22 9:8,8	83:6 111:1 114:17	<b>claiming (1)</b> 21:22	4:7 12:15 15:6	98:14 101:5 107:8	167:11
104:5,6,25 106:21	10:16,18,23,25	128:4 130:15	<b>clarification (3)</b> 137:1	66:13 96:8 159:6	114:18 144:18	<b>copy (7)</b> 26:3 28:2
131:17,17 147:12	11:14,17,17,18	140:23 203:23	142:10 143:20	164:8	152:21 155:14	32:6 43:9 63:20
160:3 161:10	12:7 17:15 18:19	<b>cash (2)</b> 55:2 81:7	<b>clarify (1)</b> 139:19	<b>companion (1)</b> 191:15	170:22 192:3	96:14 142:15
192:10 202:4	19:6,7 23:7,9 24:14	<b>cashflow (2)</b> 64:1	<b>clarifying (1)</b> 106:12	<b>company (22)</b> 26:2	<b>confirming (1)</b> 25:14	<b>copying (1)</b> 92:7
<b>blacked (1)</b> 3:23	31:5 33:2 35:25	156:9	<b>Clark (7)</b> 47:1 63:3	28:11 36:24 37:22	<b>conflict (7)</b> 121:22	<b>correct (20)</b> 8:20 10:6
<b>block (1)</b> 155:13	40:12,16 41:20	<b>catch (1)</b> 3:19	64:17 79:10 200:4	39:15 42:14 50:2,4	122:17 125:18	21:15 27:4 28:9
<b>board (33)</b> 1:17 3:19	45:4,20 48:19,23	<b>caught (2)</b> 113:25	200:16 202:25	55:6 91:18,21	126:9 127:6 152:5	29:18 31:11 37:4
4:1 27:9 29:5 30:3	57:21,25 58:15,18	117:6	<b>class (1)</b> 172:25	130:5,11,21 131:1	154:16	47:16,22 50:1
30:3 128:4 132:21	63:16 64:13,20,21	<b>cause (3)</b> 70:14 182:4	<b>classified (1)</b> 180:25	137:4 138:18 139:9	<b>conflicts (2)</b> 115:3	59:12 70:19 108:17
140:10,16 141:16	64:24 65:14,19	183:1	<b>Clause (1)</b> 26:9	143:23 171:7	154:10	111:19 129:13
141:20 142:2,5,8	66:19 68:7,11	<b>caused (2)</b> 197:19	<b>clean (1)</b> 23:12	178:12 194:17	<b>consider (3)</b> 30:4 39:1	135:12 137:9
142:17 143:4,7,12	69:22 70:12,17	198:12	<b>clear (14)</b> 63:6 99:11	<b>Company's (3)</b> 37:19	63:10	156:21 166:5
143:24 145:13,13	74:16,22 77:10	<b>cc'ed (1)</b> 60:2	103:15 115:3	137:2 143:21	<b>considered (4)</b> 27:10	<b>correction (3)</b> 8:21,22
145:14 146:19	79:23,24 80:1,10	<b>cc'ing (1)</b> 91:12	124:20 144:7 145:1	<b>compared (1)</b> 94:25	62:17 143:12	8:23
147:22 149:5,16	80:11 81:2,7,8,13	<b>Celebrating (1)</b> 170:12	170:4 177:18	<b>comparison (1)</b> 78:11	179:21	<b>correctly (1)</b> 153:14
159:20 172:3 173:4	81:15 82:7,22 83:4	<b>cent (6)</b> 30:24 52:1	182:10 185:19	<b>compatibility-wise (1)</b>	<b>constantly (1)</b> 148:19	<b>correspondence (5)</b>
178:25 186:4	84:20 85:3,4 86:16	69:23 81:5 85:17	188:9 194:23 198:8	14:23	<b>constructed (6)</b>	86:15 93:20 95:14
<b>body (1)</b> 56:2	86:17 88:13 89:10	89:17	<b>clearer (1)</b> 175:10	<b>compatible (1)</b> 8:12	185:11,14 186:11	139:13 162:13
<b>bonus (12)</b> 52:22,23	89:15 90:1 91:20	<b>certain (4)</b> 122:7	<b>clearly (6)</b> 4:2 29:12	<b>complainant (2)</b>	186:12 188:3	<b>cost (7)</b> 30:17 63:17
53:1,6,10 54:5	92:16 93:19 97:20	127:15 183:13	50:9 54:17 93:4	186:25 187:2	189:18	66:23 77:5,15
158:2,8,16 159:23	98:7,9 103:15,22	185:6	135:4	<b>complained (3)</b> 83:25	<b>constructing (3)</b>	81:11 121:2
160:8 168:20	104:4 105:7,11,12	<b>certainly (16)</b> 73:6	<b>clerk (1)</b> 47:2	114:6,13	184:14,18,19	<b>Costa (1)</b> 188:15
<b>bonuses (2)</b> 36:5	105:24 106:1	79:8 90:13,18	<b>clinic (6)</b> 57:4,6 83:11	<b>complaining (6)</b> 111:5	<b>constructive (1)</b> 15:23	<b>costs (14)</b> 12:1,2,2
158:19	108:15 112:19	118:21 122:10	98:13 120:7 136:22	128:8 129:5,6	<b>consultation (2)</b> 53:11	61:4 66:16 72:9
<b>book (2)</b> 52:11 105:6	117:20 120:11,15	140:16 144:23	<b>clinical (1)</b> 66:19	158:22 168:6	59:6	76:21 77:2 78:3,13
<b>booked (1)</b> 171:13	120:16,19 121:1,2	148:4,7 158:5	<b>clinics (4)</b> 77:3,4	<b>complaint (11)</b> 85:20	<b>consulted (1)</b> 29:15	81:6,16 88:11,16
<b>booking (3)</b> 103:8,13	121:23,24 122:7	176:6 187:24 200:9	115:13 135:11	126:4 154:14	<b>contact (4)</b> 11:15	<b>cosy (1)</b> 90:2
104:18	123:12,15 125:7	200:10 203:4	<b>clock-in (4)</b> 109:18,23	155:11,12,22	31:15 90:11 159:20	<b>counsel (1)</b> 174:11
<b>books (1)</b> 198:9	130:17 133:19,25	<b>CET (1)</b> 66:20	110:7,17	156:14,15 164:2	<b>contacted (2)</b> 196:13	<b>couple (3)</b> 44:21
<b>born (1)</b> 123:19	134:8 136:2 137:4	<b>cetera (32)</b> 11:19	<b>close (3)</b> 97:4 150:11	186:2,22	196:13	139:13 199:9
<b>boss (3)</b> 74:5 94:3,11	143:23 156:3	32:14 35:11,11	150:12	<b>complaints (7)</b> 85:25	<b>contacting (1)</b> 90:9	<b>course (10)</b> 4:25 24:4
<b>bottom (28)</b> 5:4 7:12	159:13 164:16	40:8 48:10,11	<b>closed (2)</b> 51:10 118:8	95:9 129:15 155:8	<b>contained (1)</b> 26:8	51:23 72:1 84:12
7:14 10:10,11 21:7	171:6 174:18,19,23	55:25 56:6 59:9,9	<b>closing (3)</b> 88:15	156:19 179:24	<b>contentious (1)</b> 104:7	120:18 136:18,18
25:22 30:19 37:17	175:7,11,20,21	65:17 66:6,20,25	202:4,8	192:4	<b>contents (3)</b> 140:8	156:12 186:20
43:19 45:2 60:11	177:1,13,16,19,21	67:18 86:8 100:8	<b>Coffee (1)</b> 188:15	<b>complete (2)</b> 162:14	192:5,14	<b>court (1)</b> 203:25
73:8 81:7 92:1	194:22,24 195:2,4	108:14 113:18,18	<b>coincidence (3)</b> 70:9	167:15	<b>context (10)</b> 44:22	<b>cover (14)</b> 13:11 56:25
100:15 102:11	196:17 198:2,6,12	126:8,8,8 141:1	70:12,15	<b>completed (2)</b> 5:13	48:15 61:7 62:23	57:4 64:1 75:20
108:9 155:18	<b>businesses (3)</b> 81:3	163:6 179:12,12	<b>collectively (1)</b> 179:9	26:7	117:18 138:21	83:9 88:11,16
163:25 168:16	93:23 122:8	182:7 183:14,16	<b>combination (1)</b> 76:25	<b>compliant (1)</b> 23:7	172:23 183:18	104:8 107:24 115:6
172:6,7 175:5	<b>business.net (1)</b> 169:9	194:6	<b>come (15)</b> 2:20 12:11	<b>comply (5)</b> 42:9	196:18,19	117:3 120:7,22
190:9 191:25	<b>busy (2)</b> 54:15,15	<b>chain (2)</b> 86:19 90:20	20:1 61:9 97:12	136:12 146:21	<b>continue (5)</b> 92:17	<b>covered (2)</b> 83:11
196:22,24	<b>Butcher (1)</b> 177:24	<b>Chairman (1)</b> 37:18	98:1 116:9,23	174:21 176:11	112:16 175:11	108:2
<b>bought (5)</b> 1:16 9:11	<b>buy (1)</b> 69:6	<b>challenge (1)</b> 182:11	131:12 150:9 158:5	<b>composing (1)</b> 168:18	177:16 192:25	<b>covering (1)</b> 124:25
10:13 16:25 76:2	<b>C</b>	<b>chance (2)</b> 22:9	161:1 165:7 191:11	<b>compromise (1)</b> 12:15	<b>continued (7)</b> 1:3,4	<b>create (2)</b> 166:20
<b>bound (1)</b> 42:17		100:23	195:17	<b>concept (1)</b> 105:8	154:19 175:8	198:18
<b>box (1)</b> 104:22	<b>c (1)</b> 19:18	<b>change (8)</b> 7:20 52:23	<b>comes (9)</b> 5:10 104:5	<b>concern (2)</b> 89:5 97:1	177:17 205:2,3	<b>creating (1)</b> 77:8
<b>breach (4)</b> 134:18,19	<b>call (10)</b> 4:19,20 5:22	53:10 59:14 73:19	125:15 133:20	<b>concerned (17)</b> 32:22	<b>continuing (1)</b> 155:3	<b>credit (12)</b> 50:2,4,6
134:21,22	6:5 49:2 79:19	76:21 81:6 82:23	169:14 173:15	40:21 45:4 68:9	<b>continuous (1)</b> 84:4	55:1,5,6,12 56:24
<b>break (4)</b> 55:19,21	119:17,18,23	<b>changed (5)</b> 12:17	179:3 181:11 186:2	85:10 91:2 94:9,13	<b>continuously (2)</b> 16:13	57:21,24 58:4,19
157:1,3	133:18	78:19 79:13 91:8	<b>comfortable (1)</b> 68:8	113:24 128:13	83:21	<b>criminal (1)</b> 161:2
<b>breakdown (3)</b> 158:16	<b>called (8)</b> 119:10,10	111:15	<b>coming (7)</b> 12:4 30:17	145:10 156:22	<b>contract (14)</b> 1:9 8:17	<b>Cristina (6)</b> 3:9 29:1
162:14 164:8	119:11 122:4	<b>changes (6)</b> 46:16	141:10 163:5,11	161:4,18 163:4	16:3 19:18 27:7	57:15 91:16 92:9
<b>brief (1)</b> 37:10	127:21 134:6 176:3	59:3,5 74:21 79:4	196:16 201:15	184:5 195:1	28:2,14,21 37:22	93:21
<b>briefly (2)</b> 129:23	177:23	81:5	<b>command (1)</b> 80:5	<b>concerning (1)</b> 24:2	38:8,25 76:18	<b>criterion (1)</b> 81:11
189:12	<b>calling (2)</b> 119:21,22	<b>changing (4)</b> 12:13	<b>commanded (1)</b> 33:13	<b>concerns (7)</b> 21:9	154:19 175:8	<b>criticise (1)</b> 153:11
<b>bring (6)</b> 120:24 175:1	<b>calls (15)</b> 19:12 49:1	53:8 79:16 148:16	156:7	26:18 34:19,23	<b>contribution (1)</b> 12:3	<b>criticised (2)</b> 65:18,22
194:24 195:3 197:8	116:24 117:2	<b>chaotic (1)</b> 112:6	<b>comment (2)</b> 155:19	84:17 181:7 202:11	<b>control (5)</b> 156:13,16	<b>criticism (1)</b> 202:2
198:5	118:17,18 119:6,11	<b>characters (1)</b> 58:17	<b>commented (1)</b> 65:17	<b>conclude (1)</b> 119:17	168:15 177:13,19	<b>crossed (1)</b> 102:21
<b>bringing (1)</b> 21:9	120:1,8,9,10,12	<b>charge (6)</b> 53:2 85:19	<b>comments (4)</b> 26:17	<b>conclusions (1)</b> 157:25	<b>convened (1)</b> 30:3	<b>Cross-examination (2)</b>
<b>BRM (2)</b> 145:20 147:5	151:5 155:14	120:24 121:7,8	155:13 160:6	<b>concocted (1)</b> 186:10	<b>conversation (21)</b>	1:4 205:3
<b>broke (1)</b> 135:20	<b>cancel (1)</b> 55:12	134:23	166:18	<b>condescending (1)</b>	11:2 17:22 24:13	<b>cross-examine (1)</b>
<b>brother (6)</b> 22:17,17	<b>cancellation (1)</b>	<b>chasing (1)</b> 15:20	<b>commercial (2)</b> 30:12	49:8	61:23 69:21 70:5	200:3
22:19,25 23:1,5	105:20	<b>Chatham (3)</b> 21:21	33:7	<b>conditional (1)</b> 144:20	109:8,9 121:10	<b>crucial (2)</b> 95:13 104:5
<b>brought (5)</b> 20:19	<b>cancelled (1)</b> 115:14	22:4,5	<b>commit (23)</b> 62:15	<b>conditions (3)</b> 99:23	123:2 128:18,19	<b>current (3)</b> 5:8 19:6
127:16 163:15,16	<b>candidate's (1)</b> 33:8	<b>chats (1)</b> 193:7	67:5,16,20 99:20	144:10 193:11	148:25 152:11	95:1
179:17	<b>car (5)</b> 7:24 33:19	<b>cheat (1)</b> 161:20	116:20 136:13	<b>conduct (4)</b> 107:15	170:18 180:9	<b>currently (3)</b> 15:6 55:2
<b>bullied (1)</b> 179:22	57:21 130:11 131:1	<b>check (3)</b> 66:2 100:23	145:20,24 146:6,15	171:6,6 186:22	195:11,16 196:14	75:1
<b>bully (3)</b> 156:16 164:4	<b>card (6)</b> 55:15 56:24	101:2	146:24 147:1,2,5	<b>conducted (2)</b> 45:20	197:23 198:4	<b>customer (3)</b> 121:4,6
168:14	57:21,24 58:4,19	<b>Cheers (1)</b> 64:3	147:10,11,20,21,24	77:20	<b>conversations (13)</b>	121:6
<b>bullying (4)</b> 109:1,2,13	<b>cards (7)</b> 50:2,4,6 55:1	<b>child (2)</b> 117:16	148:2 149:4 174:5	<b>conducting (1)</b> 135:10	5:23 11:7 16:1	<b>customers (2)</b> 65:13
156:13	55:5,7,12	123:19	<b>commitment (2)</b>	<b>confidence (2)</b> 24:4,6	17:21 58:6,10	109:6
<b>bundle (14)</b> 1:12	<b>careful (1)</b> 182:24	<b>Christmas (4)</b> 170:23	129:22 147:2	<b>confident (1)</b> 65:16	68:21 74:6 75:11	<b>cut (2)</b> 102:17 159:12
62:18 71:1 95:16	<b>carried (3)</b> 23:3	171:8,10,12	<b>committed (4)</b> 67:10	<b>confirm (6)</b> 25:24 32:8	90:18,21,22 178:17	<b>C/1/10 (3)</b> 107:25
95:21 107:12 108:3	133:13 153:1	<b>circumstances (3)</b>	117:8 147:9,25	86:22 98:16 107:6	<b>conversion (3)</b> 53:22	108:18 110:19
125:12 128:11	<b>carry (3)</b> 40:18 52:13	53:7 138:19 145:16	<b>committing (1)</b> 74:8	137:21	103:21,22	<b>C/1/11 (3)</b> 125:10
153:16 157:7,8	86:1	<b>cite (1)</b> 108:21	<b>communicate (6)</b>	<b>confirmation (2)</b>	<b>cooperate (1)</b> 141:10	129:25 130:9

November 7, 2014

<b>C/1/12 (4)</b> 126:1 130:25 131:19 133:6	62:13,25 63:8,15 63:24 64:9,12,14 65:9 66:15,16 67:13 70:10 71:6 71:12,14,19,22 72:12 74:17,23 75:1,3,8,14,19,23 76:4,9 77:3,11,21 78:2,8 80:17 81:23 87:25 97:9 98:8,13 98:15,16 99:11,13 99:21 100:16,19 102:9 104:13 105:10 106:14 107:9 112:8 115:19 117:25 118:3,4,21 121:5 122:19 123:7 123:13,16 125:22 127:8,15 129:10,22 136:14 137:22 138:10 144:2,10,19 144:25 145:2,21 146:7,9,13,16,24 147:1,6,11,20,21 147:24,25 148:20 148:22,23 149:1,4 149:6,17 150:4 154:18 159:19 161:9 173:13,16 174:5 176:14 178:5 178:7 200:20	<b>definitely (3)</b> 17:11 54:18 129:4 <b>del (14)</b> 3:9 20:15 29:1 32:13,15 57:15 91:12,16,24 92:7 92:24 93:6,9,21 <b>delay (2)</b> 115:1 142:1 <b>delaying (1)</b> 141:8 <b>delete (1)</b> 3:2 <b>deliberately (3)</b> 135:15,20,25 <b>demand (1)</b> 57:13 <b>demean (1)</b> 168:14 <b>denial (1)</b> 183:21 <b>denied (1)</b> 183:21 <b>deny (2)</b> 159:4,11 <b>department (7)</b> 31:6 84:13 91:16 94:12 94:13 128:4 196:24 <b>departure (2)</b> 59:8,15 <b>depending (1)</b> 98:23 <b>Derek (3)</b> 47:3 63:10 172:20 <b>describe (1)</b> 141:9 <b>desired (1)</b> 33:8 <b>despite (4)</b> 47:12 108:19 116:20 172:14 <b>detail (5)</b> 58:25 128:7 129:24 163:24 187:23 <b>detailed (1)</b> 98:14 <b>details (3)</b> 100:23 101:3 114:21 <b>deteriorating (1)</b> 170:24 <b>determination (1)</b> 157:10 <b>determine (1)</b> 164:6 <b>Determining (1)</b> 164:10 <b>detriment (1)</b> 154:15 <b>develop (1)</b> 93:19 <b>developed (1)</b> 108:12 <b>diaries (1)</b> 52:16 <b>diary (1)</b> 54:16 <b>dictaphone (2)</b> 108:22 109:9 <b>dictate (2)</b> 105:8 106:1 <b>dictating (1)</b> 105:11 <b>difference (8)</b> 77:12 77:25 81:6 94:25 134:15 148:10,15 184:7 <b>differences (1)</b> 167:5 <b>different (9)</b> 11:16 81:10 84:18 93:22 94:4,13 103:16 148:12 188:21 <b>difficult (2)</b> 112:5 159:7 <b>digest (1)</b> 140:14 <b>direct (2)</b> 146:9,12 <b>directly (1)</b> 29:14 <b>director (42)</b> 9:16 10:14 12:5,24 15:9 23:18 27:14,16,17 27:22,23 28:8,10 29:8,21 30:13,15 37:6,14,19,25 39:11 40:4,12,17 40:23 64:22 69:7 72:11 97:14 105:24 116:19 137:10 139:9 140:12 141:4 145:25 173:1 186:20,23 190:15 200:11 <b>directorial (4)</b> 98:24	105:8,10 106:1 <b>directors (24)</b> 21:13 22:4,9 25:15 29:24 29:25 30:10,10 31:7 82:21 122:8 129:22 132:11 137:2 138:8,17 141:5 143:21,25 152:14 172:4 177:7 190:10,11 <b>directorship (1)</b> 22:16 <b>directory (1)</b> 72:25 <b>director's (2)</b> 41:22 135:5 <b>dirty (1)</b> 194:4 <b>disagree (2)</b> 54:12 60:7 <b>disappointed (1)</b> 76:11 <b>disciplinary (4)</b> 65:18 136:17 176:24 186:5 <b>disciplined (1)</b> 80:21 <b>disclosed (4)</b> 4:8 54:16 73:14 152:2 <b>discover (1)</b> 29:2 <b>discrepancies (1)</b> 133:16 <b>discuss (13)</b> 2:13 11:16 50:21 56:15 65:7 102:8 125:5 136:6 141:22 143:13,14,15 179:9 <b>discussed (30)</b> 7:3,13 7:15,18 11:13 17:23 29:7 33:22 47:21 50:15 54:22 55:9 61:5 66:1 67:3 75:10 77:2 87:25 109:24 110:9,11 116:17 121:13,19 129:21 138:9 141:2 160:19 176:3,4 <b>discussing (8)</b> 2:4 18:22 64:6 88:19 104:11 175:12,17 175:22 <b>discussion (12)</b> 26:22 29:3 37:5,7,9 98:12 98:14 102:20,22 106:2 129:19 190:7 <b>discussions (19)</b> 1:21 3:6,8,11 5:2 17:10 17:11,25 18:2,24 19:4,15,16 29:18 31:7 32:14 110:18 178:15,17 <b>disheartened (2)</b> 131:17 175:18 <b>dishonesty (1)</b> 133:11 <b>dismissal (1)</b> 136:18 <b>dismissed (2)</b> 80:22,25 <b>dispatched (1)</b> 142:13 <b>dispenser (5)</b> 38:17 42:14 43:1 64:23 79:18 <b>dispenser/retailer (1)</b> 33:12 <b>dispensing (4)</b> 31:15 40:15,22 51:13 <b>displaying (1)</b> 184:25 <b>dispute (1)</b> 167:16 <b>disputing (1)</b> 162:22 <b>disruption (2)</b> 140:25 198:12 <b>distant (2)</b> 5:15 141:17 <b>distressing (1)</b> 168:23 <b>distribute (2)</b> 174:7,22 <b>distribution (7)</b> 129:21	164:12,18 166:1 173:18 175:16 178:8 <b>disturbed (1)</b> 29:2 <b>divide (1)</b> 185:19 <b>dividend (2)</b> 130:3 168:20 <b>dividends (1)</b> 158:19 <b>document (30)</b> 8:24 14:25 15:12,13 19:16 38:9 39:19 39:21 42:7 44:8 45:13 50:11 53:14 54:2 110:1 126:20 142:23 155:5,6 161:10,12,13,17 163:2 165:21 166:6 168:2 186:13,18 198:18 <b>documentary (2)</b> 34:12 152:15 <b>documentation (1)</b> 164:21 <b>documentation/info...</b> 171:5 <b>documented (2)</b> 144:14 180:7 <b>documents (4)</b> 29:2 44:10 116:23 136:22 <b>doing (37)</b> 13:5 34:6 35:18 40:9 54:10 61:25 63:25 71:8 71:15 74:17 76:23 77:1,25 79:11 82:11 84:5 85:9 89:18 99:16 112:16 117:12 118:20,20 122:18 123:6 124:9 124:11,24 133:15 135:14 145:11 147:16 148:12,17 152:15 169:6 198:24 <b>double (3)</b> 57:4,6 77:3 <b>doubt (5)</b> 51:22 91:15 119:24 166:25 167:11 <b>DO/Retail (1)</b> 7:15 <b>Dr (1)</b> 100:17 <b>drafted (2)</b> 142:24 199:1 <b>drawn (2)</b> 49:20 101:1 <b>drew (1)</b> 52:4 <b>drive (7)</b> 89:10,15 115:6,8,11 150:13 150:14 <b>driving (2)</b> 51:14 90:1 <b>due (12)</b> 19:5,6 65:16 130:2,16 136:17 164:6,25,25 165:23 179:2 193:21 <b>duly (1)</b> 30:3 <b>duties (6)</b> 72:12 98:24 105:8,11,23 106:1 <b>Dyson (6)</b> 25:23 32:19 47:2 79:10 172:20 173:8 <b>D/15/177 (2)</b> 42:11,17 <b>D/15/189 (1)</b> 42:18 <b>D/16/190 (3)</b> 41:25 43:13,22 <b>D1 (3)</b> 41:25 42:2 44:17	<b>easier (1)</b> 117:16 <b>easy (2)</b> 12:6 71:18 <b>effect (5)</b> 40:3 124:21 174:3,16 177:20 <b>effected (1)</b> 179:1 <b>effectively (8)</b> 70:3 117:6 119:4 140:3 140:10 165:4 191:13 192:22 <b>efficiently (1)</b> 203:17 <b>EGM (1)</b> 37:20 <b>eight (4)</b> 82:24 107:12 111:24 174:1 <b>either (14)</b> 11:3 28:11 49:8 61:22 68:6 76:18 84:24 115:11 115:22 161:14 167:20 187:14 195:3 203:9 <b>elected (1)</b> 37:19 <b>element (1)</b> 185:4 <b>elements (1)</b> 185:8 <b>email (65)</b> 3:13 5:4 13:23 14:5,6,6,7 19:9 45:13 47:24 48:3,9 54:1 56:10 58:23 59:4 60:2,2 61:3 62:20 67:8,9 73:2,4,6,9,9,17 73:19 81:18 82:11 86:5,14 88:10 91:9 93:1,1,5,6 95:9,14 106:17,19,19,20,20 109:22 113:15,16 114:24 139:18 140:19 162:1,21 167:1,1,7,14,18 169:9 170:2,4,16 196:20 <b>emailed (3)</b> 52:6 60:6 105:19 <b>emailing (3)</b> 47:2 91:13 169:25 <b>emails (28)</b> 3:9 4:7,9 5:1 19:11 58:22 73:5,7,11,15 86:14 90:15,16 91:4,8 93:12 95:15 99:6 106:18 113:11,13 113:14 116:25 158:22 160:3 162:9 162:12,16 <b>emergencies (3)</b> 13:11 67:15,18 <b>emergency (3)</b> 75:20 83:9 107:23 <b>employed (7)</b> 21:14 28:8 38:18 79:20 103:24 115:9 175:11 <b>employee (8)</b> 9:14 27:5 28:11 40:5 191:24 194:11 197:2,11 <b>employer (2)</b> 18:15,21 <b>employing (1)</b> 103:22 <b>employment (12)</b> 8:3 19:18 27:7 28:14 79:21 175:8 177:13 177:17 183:18 196:23 197:3,12 <b>enable (3)</b> 34:19,23 79:12 <b>enclose (1)</b> 27:20 <b>enclosed (1)</b> 28:3 <b>enclosure (3)</b> 142:22 142:23,23 <b>ended (2)</b> 109:11 132:23 <b>enforce (1)</b> 177:4	<b>enforced (1)</b> 81:24 <b>engagement (1)</b> 45:5 <b>engaging (2)</b> 29:24 65:13 <b>ensure (1)</b> 33:8 <b>ensuring (1)</b> 134:23 <b>enter (1)</b> 28:1 <b>entered (4)</b> 26:11 27:6 38:8 42:3 <b>entitled (4)</b> 78:5 130:22,23 184:16 <b>equal (5)</b> 33:19 46:3 82:21 130:10 173:18 <b>equalisation (19)</b> 129:21,25 130:3,16 131:6,13,14,19 156:5 158:2,8 159:23 160:8 161:11,21 163:12 163:23 172:8 175:15 <b>equalisations (1)</b> 158:18 <b>equalise (3)</b> 130:22 131:1,22 <b>equalised (2)</b> 130:23 132:18 <b>equate (1)</b> 78:24 <b>equivalent (1)</b> 7:23 <b>Erm (8)</b> 12:20 20:24 25:3 42:5 51:10 52:9 121:12 158:7 <b>erratic (1)</b> 108:20 <b>erroneously (1)</b> 70:21 <b>escalate (9)</b> 60:15,19 60:20 62:3,5,7,8,8 62:11 <b>escalated (4)</b> 80:16 177:2,3,3 <b>escalating (5)</b> 61:12 64:17 73:23 74:4 186:7 <b>escalation (2)</b> 86:12 177:5 <b>especially (5)</b> 83:4 98:8 140:6 162:14 162:16 <b>establish (3)</b> 136:25 142:10 143:20 <b>estimates (1)</b> 202:3 <b>et (32)</b> 11:19 32:14 35:11,11 40:8 48:10,11 55:25 56:6 59:9,9 65:17 66:6,20,25 67:18 86:8 100:8 108:14 113:17,18 126:8,8 126:8 141:1 163:6 179:12,12 182:7 183:14,16 194:6 <b>ethos (1)</b> 172:24 <b>evening (1)</b> 47:24 <b>events (1)</b> 13:14 <b>eventual (2)</b> 69:8 158:18 <b>eventually (14)</b> 70:11 70:14 80:22,25 86:11 88:7,8 93:13 131:20,24 132:16 178:20 181:8 189:13 <b>everybody's (1)</b> 203:16 <b>evidence (32)</b> 12:22 19:9 31:4,10 34:12 85:11 128:23 134:1 134:3 144:23 151:3 151:7 152:3,5,15 154:18 155:4 159:4	
<b>D</b>							
<b>D (1)</b> 39:24 <b>daily (1)</b> 123:23 <b>Darshan (1)</b> 180:19 <b>Dartford (65)</b> 3:24,25 5:9,14,16 6:3,4,19 7:16 8:18 13:9,21 15:9 16:25 18:15 18:20 19:25 21:10 27:5 28:2,13 29:13 29:21 31:7,8 33:2 33:15 37:20,25 38:5,5 42:9,15,20 45:4,24 46:8 47:5 65:7 92:10 93:17 116:11,16 117:8,9 117:23,24 118:7,19 119:15 120:19,22 121:1,23 122:19 123:15 124:21 125:7 140:12 145:21 150:2,15 154:15 173:21 197:3 <b>Dartford-SB (1)</b> 91:5 <b>Dartford-Swarandee...</b> 91:6 <b>date (12)</b> 6:12 8:14 9:19 16:24 18:5 97:16 98:18 101:19 114:11 143:3 146:13 154:22 <b>dated (8)</b> 11:11,22 42:12 65:1 101:18 140:5 142:16,24 <b>dates (4)</b> 34:4,8,10 127:1 <b>dating (3)</b> 161:8 169:12 172:9 <b>Dave (1)</b> 47:2 <b>David (1)</b> 63:4 <b>day (72)</b> 6:15,15 13:5 13:9 18:9 37:21 38:11 46:24 47:13 50:21,25 54:16 57:5,6 61:2 63:17 63:25 64:1 65:12 66:5,18,22,23 67:6 67:10,16,17,19,20 71:16 76:14,23 77:3,16 78:2,3,11 78:21,24,25 79:7 79:11,13,16 80:2 83:10 85:4,5 98:17 107:20,22 110:23 111:15,18,21 115:20 116:2,7,18 118:21 122:20 139:2 141:17 152:19 166:15,17 168:1,4 177:11 199:17 201:12 202:10 <b>days (116)</b> 12:6,14 23:4 38:23 48:19 60:14 61:4,14 62:1							
<b>E</b>							
<b>earlier (7)</b> 37:21 118:8 127:8 150:9 167:15 168:9 180:22 <b>earliest (1)</b> 142:14							



159:10,16 163:3 164:3,23 165:7 166:5,12 169:3 179:3 180:22 182:18 187:10 203:22 <b>evident (1)</b> 46:6 <b>exact (5)</b> 6:12 8:14 9:19 16:24 154:22 <b>exactly (3)</b> 82:5 164:22 201:22 <b>exaggerating (1)</b> 76:7 <b>exaggeration (1)</b> 75:25 <b>example (14)</b> 41:2 78:20 108:21 116:23 119:18 120:20 123:15 139:25 144:15 156:13 168:11 179:20 183:13 185:5 <b>examples (1)</b> 115:2 <b>exchange (1)</b> 112:22 <b>excluded (1)</b> 177:22 <b>excuse (1)</b> 141:11 <b>executed (1)</b> 26:1 <b>exercise (1)</b> 138:17 <b>exists (1)</b> 164:10 <b>exited (5)</b> 70:11,15 174:4,15 177:1 <b>exiting (1)</b> 177:12 <b>expect (4)</b> 28:22 140:23 160:12 161:1 <b>expectations (1)</b> 33:9 <b>expected (1)</b> 130:10 <b>expecting (2)</b> 28:21 203:9 <b>expedite (1)</b> 173:11 <b>expense (1)</b> 30:17 <b>expenses (11)</b> 10:25 30:18 57:21,21 131:2,8,10,18 156:4,6,9 <b>experience (2)</b> 33:13 140:1 <b>experiencing (1)</b> 92:14 <b>expertise (1)</b> 80:4 <b>explain (7)</b> 29:11 46:2 83:2 124:23 125:10 163:23 183:25 <b>explained (2)</b> 12:23 190:21 <b>explaining (2)</b> 137:12 139:10 <b>explains (1)</b> 83:12 <b>explanation (4)</b> 111:16 127:10 160:12 165:22 <b>explore (1)</b> 184:17 <b>expressed (1)</b> 57:24 <b>extended (7)</b> 68:13,17 69:9,12,14 70:1 175:2 <b>extent (5)</b> 68:21 111:2 155:15 158:23 184:17 <b>external (2)</b> 138:23 190:12 <b>extra (3)</b> 63:17 76:23 77:1 <b>eye (2)</b> 40:18 97:4 <b>E/293/1197 (2)</b> 4:24 5:4 <b>E/301/1209 (1)</b> 3:13 <b>E/302/1210 (1)</b> 5:25 <b>E/307/1217 (3)</b> 2:23 7:2,14 <b>E/307/1218 (1)</b> 11:11	<b>E/314.1/1228 (1)</b> 9:21 <b>E/314/1227 (1)</b> 8:25 <b>E/316/1231 (2)</b> 13:18 15:2 <b>E/318/1233 (1)</b> 16:5 <b>E/335/1259 (1)</b> 62:23 <b>E/337/1262 (3)</b> 62:19 65:2 67:22 <b>E/364/1373 (1)</b> 20:7 <b>E/367.1/1379 (1)</b> 21:5 <b>E/367.1/1380 (1)</b> 22:7 <b>E/373/1413 (1)</b> 23:24 <b>E/373/1414 (1)</b> 24:1 <b>E/377/1421 (1)</b> 25:8 <b>E/377/1422 (1)</b> 26:7 <b>E/381/1456 (1)</b> 27:14 <b>E/381/1457 (1)</b> 28:7 <b>E/390/1488 (2)</b> 28:23 31:12 <b>E/392/1494 (1)</b> 32:6 <b>E/393/1496 (1)</b> 32:12 <b>E/393/1497 (1)</b> 35:2 <b>E/402/1510 (2)</b> 36:10 37:15 <b>E/403/1519 (1)</b> 38:11 <b>E/403/1527 (1)</b> 39:4 <b>E/405/1530 (1)</b> 40:2 <b>E/408/1533 (1)</b> 47:2 <b>E/410.1/1537 (1)</b> 49:21 <b>E/410.2/1538 (2)</b> 50:11 53:9 <b>E/410.2/1539 (2)</b> 54:21 56:22 <b>E/410/1536 (2)</b> 45:14 47:24 <b>E/411/1540 (1)</b> 44:19 <b>E/413/1544 (1)</b> 57:17 <b>E/414/1546 (1)</b> 58:23 <b>E/415/1547 (1)</b> 59:2 <b>E/416/1548 (1)</b> 59:10 <b>E/420/1554 (5)</b> 59:21 60:12 71:9 72:17 73:4 <b>E/426/1561 (2)</b> 72:2 72:17 <b>E/427/1562 (3)</b> 73:21 74:20 80:15 <b>E/434.1/1574 (2)</b> 81:17 82:12 <b>E/434.1/1575 (1)</b> 83:12 <b>E/434/1573 (1)</b> 81:17 <b>E/438.1/1581 (1)</b> 87:6 <b>E/440/1585 (1)</b> 85:18 <b>E/441/1587 (1)</b> 86:1 <b>E/443/1588 (1)</b> 86:3 <b>E/444/1590 (2)</b> 86:13 87:20 <b>E/444/1591 (2)</b> 86:20 87:17 <b>E/445/1593 (1)</b> 88:11 <b>E/446/1596 (1)</b> 88:23 <b>E/454/1608 (2)</b> 91:3 92:1 <b>E/463/1629 (1)</b> 93:13 <b>E/482/1672 (1)</b> 95:21 <b>E/484.1/1676 (1)</b> 98:4 <b>E/484.1/1677 (1)</b> 98:11 <b>E/484/1675 (1)</b> 96:11 <b>E/486/1683 (2)</b> 105:18 106:12 <b>E/489/1688 (1)</b> 100:3 <b>E/490/1690 (1)</b> 100:13 <b>E/491/1693 (1)</b> 100:24 <b>E/492/1694 (2)</b> 101:11 102:12	<b>E/492/1695 (1)</b> 102:16 <b>E/492/1696 (1)</b> 104:6 <b>E/530/1761 (1)</b> 110:6 <b>E/562/1815 (2)</b> 114:20 128:6 <b>E/569/1841 (2)</b> 118:16 119:19 <b>E/603/1934 (1)</b> 111:9 <b>E/611/1945 (1)</b> 113:5 <b>E/614/1950 (2)</b> 113:4 113:7 <b>E/615/1951 (1)</b> 113:2 <b>E/625/1962 (1)</b> 113:23 <b>E/626/1964 (2)</b> 122:12 123:21 <b>E/633.1/1977 (2)</b> 125:13 126:22 <b>E/645.1/1995 (1)</b> 108:10 <b>E/645.1/1996 (1)</b> 108:4 <b>E/662.1/2049 (2)</b> 142:6 143:19 <b>E/676/2196 (1)</b> 139:14 <b>E/679/2206 (3)</b> 136:21 137:13 139:7 <b>E/679/2208 (2)</b> 136:24 137:17 145:12 <b>E/679/2209 (1)</b> 145:12 <b>E/748.1/2501 (1)</b> 153:22 <b>E/748.1/2504 (1)</b> 154:7 <b>E/748.1/2505 (1)</b> 155:10 <b>E/748.1/2506 (1)</b> 155:18 <b>E/748.1/2511 (1)</b> 156:2 <b>E/749.1/2532 (1)</b> 164:1 <b>E/753/2549 (1)</b> 157:25 <b>E/753/2550 (1)</b> 158:16 <b>E/757/2556 (1)</b> 158:23 <b>E/757/2558 (1)</b> 159:3 <b>E/760/2563 (1)</b> 159:18 <b>E/766/2570 (2)</b> 160:2 166:16 <b>E/769.2/2577 (1)</b> 168:1 <b>E/772/2581 (1)</b> 169:5 <b>E/796/2617 (1)</b> 171:1 <b>E/797/2618 (2)</b> 171:2 171:15 <b>E/797/2619 (1)</b> 171:20 <b>E/805.1/2631 (1)</b> 172:2 <b>E/805.1/2632 (3)</b> 172:18 175:6 177:15 <b>E/851/2725 (1)</b> 177:24 <b>E/851/2726 (1)</b> 178:11 <b>E/851/2730 (1)</b> 178:9 <b>E/851/2732 (1)</b> 178:6 <b>E/862/2780 (1)</b> 178:22 <b>E/862/2783 (1)</b> 178:20	<b>E/873/2811 (2)</b> 181:13 186:9 <b>E/885/2829 (1)</b> 181:11 <b>E/895.1/2897 (1)</b> 189:14 <b>E/896/2903 (2)</b> 189:11,22 <b>E/896/2911 (1)</b> 190:1 <b>E/896/2912 (1)</b> 190:5 <b>E/896/2913 (1)</b> 191:12 <b>E/904.1/2926 (1)</b> 191:22 <b>E/905/2927 (1)</b> 193:18 <b>E/910.1/2939 (1)</b> 193:25 <b>E/915.1/2951 (1)</b> 194:8 <b>E/915/2949 (1)</b> 196:19 <b>E10 (2)</b> 159:22 189:10 <b>E11 (1)</b> 189:11 <b>E5 (6)</b> 1:12,12 20:5,5 62:18 71:1 <b>E5/1227 (1)</b> 8:24 <b>E6 (8)</b> 20:5,6 41:24 44:17,20,21 71:2,2 <b>E7 (5)</b> 95:17 110:3 111:7 125:12 128:11 <b>E7/1964 (1)</b> 122:12 <b>E8 (10)</b> 108:3,3,4 125:12,13 136:15 136:15,19 153:19 153:21 <b>E9 (8)</b> 153:17,21,22 157:7,8 159:22 163:22	<b>fear (1)</b> 180:4 <b>February (12)</b> 5:3,19 25:19 114:1,21 115:4,17 117:7 125:20 151:19 179:7 180:24 <b>fee (1)</b> 30:24 <b>feel (8)</b> 15:8 84:5 104:12 131:16 154:14 183:1,18 194:5 <b>feeling (2)</b> 181:23 193:21 <b>feelings (1)</b> 185:12 <b>feels (3)</b> 65:13 183:11 186:9 <b>fellow (1)</b> 172:25 <b>felt (22)</b> 55:25 82:17 91:15 104:2 179:10 180:10 182:3,5,6 182:25 183:4,15,15 183:16,24 184:1,23 184:24,25 185:12 188:5,6 <b>female (2)</b> 92:20 184:22 <b>fifth (4)</b> 66:5 67:14,17 139:24 <b>figure (3)</b> 30:19 32:23 166:3 <b>figures (6)</b> 6:17 111:3 165:11,12,15,20 <b>fill (1)</b> 132:5 <b>final (1)</b> 173:20 <b>finally (2)</b> 19:20 191:11 <b>financial (10)</b> 74:22 78:14 83:13 97:19 124:15 132:12 160:9,22 164:16 165:6 <b>financially (1)</b> 77:12 <b>find (7)</b> 61:15 110:2 154:18 164:3 168:22,23 172:14 <b>finding (2)</b> 33:3 183:14 <b>findings (2)</b> 154:13 182:11 <b>fine (16)</b> 7:8,11 17:3 19:14 21:1 22:7 23:22 46:15 49:19 55:17 105:18 124:22 130:25 149:19 155:7 201:10 <b>finish (6)</b> 125:4 154:21 174:10 199:17 200:1 202:19 <b>finished (8)</b> 106:21 155:3 198:15,23 199:18,20,23 202:9 <b>first (31)</b> 2:13 5:4 7:5 8:13 9:2 11:13 20:6 21:12 37:6 38:19 45:19 46:24 47:13 48:6,12 53:9 54:1 68:4 72:6 75:9 100:4,25 103:14 104:5 108:15 121:13,19 159:3,14 178:23 180:14 <b>firstly (2)</b> 161:9 200:24 <b>fitting (1)</b> 31:15 <b>five (19)</b> 12:6,14 38:23 64:9,12,14 65:9 66:15,25 71:14,25 78:5 118:3,4 119:23 122:18	150:4 162:11 200:2 <b>five-minute (2)</b> 55:19 157:1 <b>five/six (1)</b> 23:4 <b>fix (2)</b> 12:1:8 <b>flew (1)</b> 36:15 <b>flexible (3)</b> 76:9 79:7 203:4 <b>flick (3)</b> 27:13 85:18 178:20 <b>flights (1)</b> 203:6 <b>floor (15)</b> 51:13 65:12 109:6 111:21 112:4 112:5,13,18,21 116:14,17,21 155:13,14 193:8 <b>flourish (3)</b> 175:8,21 177:17 <b>flying (1)</b> 203:2 <b>focused (2)</b> 121:23 126:6 <b>folder (1)</b> 44:20 <b>follow (1)</b> 29:10 <b>followed (7)</b> 29:12 76:11 95:8,13 129:18 133:24 134:9 <b>following (14)</b> 9:21,25 11:12 16:1 22:17 50:13 75:10 81:21 81:22 97:5 145:4 156:11 197:9 202:21 <b>follows (1)</b> 21:11 <b>force (3)</b> 71:5,11 82:23 <b>forces (1)</b> 70:4 <b>forcing (1)</b> 62:13 <b>forged (8)</b> 160:7 161:19 162:4 165:8 166:13,18 168:3,19 <b>forgery (1)</b> 167:10 <b>forging (4)</b> 161:9 162:19 163:2 165:11 <b>form (26)</b> 26:2,3 38:25 131:21,21,24 132:1 132:4,5,7,13,16,19 132:22,24,25 133:1 133:2,3 144:21 161:6 162:24 163:3 163:6 165:13 179:18 <b>formal (20)</b> 26:16 50:18 126:5,16 127:13,19,25 128:2 129:11 133:7 179:20 180:11 181:3,5,5,11 186:1 190:11 192:3 193:24 <b>formally (2)</b> 25:15 27:21 <b>forms (2)</b> 133:13,23 <b>forthcoming (1)</b> 91:4 <b>forward (9)</b> 5:24 61:3 63:20 89:10 90:2 126:2 179:20 190:9 190:22 <b>forwards (8)</b> 25:4 58:23 59:18 85:25 86:8 89:16 95:9 162:10 <b>found (16)</b> 2:17 20:25 23:10 112:5,6 114:7,13 115:10 120:3 133:15 134:6 152:24 155:16 156:18 171:22 183:12	<b>four (74)</b> 12:15 61:2 61:13 62:13 65:9 66:16 67:13 71:6 71:11,18,22,23 72:12 74:17 75:2,7 75:14,19,23 76:9 77:11 78:2,8 80:19 81:23 97:9 98:16 99:11,12,20 104:13 105:10 106:14 115:8 117:19 122:2 129:22 136:13 137:22 138:10,23 144:2,10,19,25 145:2,20 146:7,12 146:15,24 147:5,11 147:20,21,24,25 148:20,22,23 149:1 149:4,6,17 159:19 162:11 173:13,16 174:5 176:14 177:11 178:5,7 200:10 <b>fourth (1)</b> 98:11 <b>four-day (1)</b> 60:25 <b>four-minute (1)</b> 120:12 <b>four-week (1)</b> 110:21 <b>FP (4)</b> 160:8,9,11,16 <b>frankness (1)</b> 108:7 <b>fraud (1)</b> 167:10 <b>fraudulent (1)</b> 160:13 <b>fraudulently (1)</b> 162:4 <b>free (2)</b> 120:24 121:7 <b>Friday (5)</b> 1:1 20:8 150:4 199:17 202:9 <b>friend (5)</b> 40:1 94:2 199:8 201:6 202:2 <b>friendly (3)</b> 48:7 56:5 58:12 <b>friends (1)</b> 178:15 <b>front (3)</b> 51:20 109:6 185:6 <b>frustrated (1)</b> 74:8 <b>full (26)</b> 63:13 79:13 96:13 97:24 98:2 98:16,17 99:21,22 100:16,18 122:18 136:13 145:21 146:7,15,24 147:6 147:11,20,21,24 160:12 173:13,16 176:14 <b>fully (1)</b> 191:17 <b>function (2)</b> 84:22 94:25 <b>funds (1)</b> 172:15 <b>further (12)</b> 17:25 95:9,13 106:2 132:14 160:25 162:19 163:18 167:9 176:23,24 177:9 <hr/> <b>G</b> <b>gained (1)</b> 33:12 <b>gaps (1)</b> 54:17 <b>gather (1)</b> 140:15 <b>gathered (1)</b> 152:3 <b>general (4)</b> 4:19 141:12 179:2,10 <b>generally (6)</b> 1:23 6:7 6:21 120:3 138:5 198:25 <b>generated (1)</b> 30:24 <b>genuinely (4)</b> 183:3,18 184:6,23
---	--	---	--	--	--	---

getting (17) 74:7,10 74:12 80:3 94:10 97:1 112:20,22,24 113:11 132:23 162:11 171:3,24 177:4,6 198:18	147:24 149:4,10,13 149:16 162:10 165:2 170:20 173:5 173:15 174:11 176:13,16 178:18 182:8 188:8 190:17 191:10 193:10 195:17,23 196:5 198:1,5 199:25 201:2 202:9,16,16 203:19	guys (3) 84:4 90:11 103:21	highlight (1) 53:18 Hilton (2) 180:18 195:15	46:16 important (4) 38:9 136:16 140:9 163:22	154:10,16 interested (1) 122:23 interesting (1) 146:8 interests (8) 64:13,20 74:16 92:16 105:24 164:14 194:17 203:17	175:13 178:8 180:11 191:12 202:4
Giollet (3) 196:11,23 198:11	165:2 170:20 173:5 173:15 174:11 176:13,16 178:18 182:8 188:8 190:17 191:10 193:10 195:17,23 196:5 198:1,5 199:25 201:2 202:9,16,16 203:19	H	hindsight (1) 156:10 hit (1) 92:2 Hm-mm (25) 10:12 16:18,23 26:19 33:6 36:21 37:8 38:15 43:2 44:4 56:21 58:16 60:1 62:7,21 65:11 73:20 91:14 102:5 125:9 131:11 133:14 177:3 193:11 195:10	importantly (1) 143:17 impression (2) 53:25 70:7 improve (3) 74:22 111:3 156:9 improved (5) 83:13,18 83:20 97:20,21 improving (2) 11:18 121:6 inappropriate (2) 183:16 185:1	interested (1) 122:23 interesting (1) 146:8 interests (8) 64:13,20 74:16 92:16 105:24 164:14 194:17 203:17 interference (2) 193:2 193:5 internal (2) 67:8 91:4 interposition (1) 200:24 interview (6) 151:2,8 151:24 152:18 188:13,16 interviewed (1) 47:8 intranet (1) 132:7 introduce (6) 8:8 68:7 68:12,18 69:8 70:1 introduced (1) 46:18 introduction (7) 6:8 6:21 9:7 10:16 45:3 47:5 85:2 introductory (5) 1:18 2:14 9:5 14:17,24	issued (4) 113:5,17 157:10 170:6 issues (32) 15:7 16:6 20:9,12,23,24 50:22 56:15 60:7 70:17 88:13 90:13 92:14,17 95:1,7 97:1 98:6 101:5 116:25 120:20 127:22,25 129:5 141:19 153:6 169:1 171:1 175:14,15 179:9,15
give (15) 14:1 35:13 60:13 78:20 85:6 87:21 88:6,7 91:22 103:7 104:18 114:12 122:5 155:20,23	goldmine (2) 96:18,23 good (14) 1:5,6,9,9 12:10 13:12 15:23 48:18,21 113:21,21 166:11 189:21,21 190:22	habit (3) 141:8,25 157:21	hold (2) 191:4 198:13 holding (2) 87:24 88:2 hole (19) 23:25 25:13 27:18 38:19 57:16 67:22 72:6 74:19 80:15 100:25 105:21,21 111:13 122:16 139:6 159:3 168:7 178:23 190:18	incidence (1) 152:4 incident (4) 109:18 114:22 135:6 162:24 incidents (1) 92:16 include (1) 190:2 including (8) 26:20 31:9 45:20 54:25 56:24 137:2 143:22 160:16 income (1) 30:23 incoming (1) 120:1 incorrect (1) 101:6 increase (5) 31:4 35:14 67:17 76:3 107:8 increasing (1) 12:13 increasingly (1) 108:20 independent (1) 133:22 INDEX (1) 205:1 indicated (2) 31:16 168:10 indication (2) 27:22 85:12 individual (1) 4:3 individuals (2) 67:24 68:4 inform (1) 155:19 informal (1) 50:19 information (18) 10:10,11 12:17 20:18 24:2 28:3 34:18,22 132:8 133:22 140:15,16 151:10,12 152:2 164:6 171:4 188:8 informed (6) 6:12 21:12 29:6 65:15 160:16 171:21 initial (1) 4:16 6:7 9:9 11:13 48:18 49:4 50:12,13 75:9 81:9 103:14 initially (4) 13:1 66:16 195:9 201:4 input (1) 104:2 insert (1) 3:2 insist (3) 140:17 173:13,16 instruction (1) 49:5 instructions (1) 201:6 instrumental (3) 182:17 183:24 184:10 insulting (1) 168:24 intend (1) 31:17 intention (3) 5:14 27:21 192:3 interest (11) 3:10 4:17 115:3 121:22 122:17 125:18 126:9 127:6 152:5	interfered (1) 47:8 intranet (1) 132:7 introduce (6) 8:8 68:7 68:12,18 69:8 70:1 introduced (1) 46:18 introduction (7) 6:8 6:21 9:7 10:16 45:3 47:5 85:2 introductory (5) 1:18 2:14 9:5 14:17,24 investigate (1) 164:15 investigated (12) 23:8 23:11 126:11 127:9 128:25 129:3 150:21 152:16 169:4 188:23,23 191:17 investigating (5) 151:14,14,23 152:9 182:19 investigation (15) 22:15,18,20,24 23:3 149:21 150:25 151:2 152:6,18 153:4 178:1 182:11 183:22 188:11 investigations (1) 151:22 investigator (1) 189:1 investment (1) 5:8 invited (1) 36:17 involve (2) 86:11 179:12 involved (9) 15:9 32:24 66:18 92:25 133:10 140:9 174:2 191:1,6 involvement (4) 4:1 20:11 84:4 126:7 involving (5) 20:10 91:19,21 94:18 178:24 in-laws (2) 115:24 116:1 irrational (1) 108:20 irrelevant (1) 85:8 Irrespective (1) 143:5 issue (60) 1:9 24:9 26:20 44:23 56:22 58:15,15 67:23 71:3 72:4 74:23 75:12 77:8,9 78:1 80:17,19,20 81:1 95:6 98:8,12 102:8 103:18 104:7,7 106:14 107:14 110:21 111:1 113:24 114:15,19 122:11 125:6,16,17 127:6,17 129:10 133:6,9 135:16 136:1 137:7 138:15 138:18,22,24 144:15 158:1,8,18 163:11 164:16	item (15) 25:13 102:12 136:24,25 142:8 143:17,18,18 143:24 154:9 155:10 156:5 163:25 178:6,11 items (4) 54:21 139:13 178:4,21
given (14) 23:11 41:6 73:3 85:11 97:16 127:10 131:6 134:5 140:3 149:9 168:12 182:4 183:1 202:15	Grays (68) 6:5 12:25 16:23 22:15,19,20 23:3 24:12 28:22 33:11,13 34:1,5 44:15,15 69:10 90:10 113:25 114:14,18 116:4,6 116:10,15,22,24 117:1,4,7,12 118:9 118:18,19 119:4,16 119:21,23 120:2,4 120:8,15,18,23 121:1,2,4,7 122:20 123:5,12 124:20,24 124:25 125:1,16,17 126:7 127:7,15 129:7 150:1 151:4 151:17 152:4,15 154:10,15,17	hand (6) 55:2 85:6 147:16,17,18 171:3 handed (2) 1:12 199:2 hands (1) 38:1 handwritten (1) 52:10 happen (8) 55:10 56:10 67:13 145:8 188:15 195:24 198:7 201:2 happened (27) 9:4 20:2 22:9 37:14 47:17 50:20 54:19 96:8 97:16 108:24 108:25 109:4 117:11 132:15 135:8,9 139:1,4 161:11 162:22 166:10 185:7 188:12 190:24 195:15 197:19 201:4 happens (4) 138:11 144:1 145:12 186:3 happy (5) 16:2 44:15 65:9 100:6 195:22 harassed (2) 181:23 183:15 hard (1) 36:1 haven (1) 32:11 head (2) 196:8,9 heading (2) 43:14 98:9 127:25 128:2,12,12 129:6,11,14,18 133:7 134:13,14,17 135:13,14,25 138:2 140:8,24 152:4,16 153:5 154:8,13 155:1 163:24 165:15,17,18 169:19,25 170:6 179:20 180:13 181:12,14,19,21 183:4,10 184:10 186:21 189:13,19 193:24,25 194:2,3 197:1,13 198:10	holiday (6) 3:19 66:24 78:6 116:3 120:21 155:17 holidays (2) 65:17 155:20 hols (1) 63:11 home (5) 39:5,6 40:7 73:2 124:7 honest (4) 30:5 44:13 108:13 141:8 honesty (1) 108:6 hoped (1) 96:23 hopefully (2) 5:15 63:9 hoping (2) 199:16,18 Hornby (2) 112:2 180:18 host (1) 81:10 hour (6) 37:12,13 51:11,12,15 119:24 hours (7) 116:25 117:19,22,24 122:2 150:1,6 Howarth (3) 200:4,5,6 humiliate (1) 164:5 Hummell (2) 180:19 195:16	incidents (1) 92:16 include (1) 190:2 including (8) 26:20 31:9 45:20 54:25 56:24 137:2 143:22 160:16 income (1) 30:23 incoming (1) 120:1 incorrect (1) 101:6 increase (5) 31:4 35:14 67:17 76:3 107:8 increasing (1) 12:13 increasingly (1) 108:20 independent (1) 133:22 INDEX (1) 205:1 indicated (2) 31:16 168:10 indication (2) 27:22 85:12 individual (1) 4:3 individuals (2) 67:24 68:4 inform (1) 155:19 informal (1) 50:19 information (18) 10:10,11 12:17 20:18 24:2 28:3 34:18,22 132:8 133:22 140:15,16 151:10,12 152:2 164:6 171:4 188:8 informed (6) 6:12 21:12 29:6 65:15 160:16 171:21 initial (1) 4:16 6:7 9:9 11:13 48:18 49:4 50:12,13 75:9 81:9 103:14 initially (4) 13:1 66:16 195:9 201:4 input (1) 104:2 insert (1) 3:2 insist (3) 140:17 173:13,16 instruction (1) 49:5 instructions (1) 201:6 instrumental (3) 182:17 183:24 184:10 insulting (1) 168:24 intend (1) 31:17 intention (3) 5:14 27:21 192:3 interest (11) 3:10 4:17 115:3 121:22 122:17 125:18 126:9 127:6 152:5	Jan (1) 5:14 January (6) 4:17 5:22 83:15 151:21 172:3 176:7 Jas (7) 181:14 188:14 191:12,15 192:2,21 194:4 jest (3) 49:13,16,17 Jhita (1) 180:19 JK (3) 192:7,19,21 job (4) 11:6 38:16,20 84:18 jobs (2) 120:22,24 John (8) 3:14,14,15 6:1,2 72:8 73:6 160:11 join (3) 2:21 33:3 167:3 joined (13) 1:15,24 2:1 11:20 35:13 40:12,16 63:2 65:5 70:10 90:3 160:20 160:21 joining (12) 1:23 2:16 3:6 4:13 14:14,15 15:18 40:8,10 45:19,24 62:1 joins (1) 65:8 joint (6) 22:21 48:8 84:1 94:1 124:22 167:2 Jones (1) 22:4 July (56) 1:15,16,17 1:19 8:18 11:21 16:25 19:16,17,19 28:7 31:25 34:11 38:12 40:3 42:12 43:16 44:18,23,24 46:18,22,22,24 47:12,13,18 53:12 55:4 72:2,4 81:21 97:22 111:25 112:23 113:20 121:15 122:11,15 125:11,14,22 126:21,24 127:1,7 127:18 129:3,8,11 129:19 135:7,8 153:2 154:25 155:2 jump (1) 126:2 June (19) 19:22,25 20:2,4,8 21:1,2,4 23:24 25:8,12 27:3 27:13 28:25 42:6	
gives (2) 53:25 193:19 giving (3) 17:8 194:4 197:10	goldmine (2) 96:18,23 good (14) 1:5,6,9,9 12:10 13:12 15:23 48:18,21 113:21,21 166:11 189:21,21 190:22	handed (2) 1:12 199:2 hands (1) 38:1 handwritten (1) 52:10 happen (8) 55:10 56:10 67:13 145:8 188:15 195:24 198:7 201:2 happened (27) 9:4 20:2 22:9 37:14 47:17 50:20 54:19 96:8 97:16 108:24 108:25 109:4 117:11 132:15 135:8,9 139:1,4 161:11 162:22 166:10 185:7 188:12 190:24 195:15 197:19 201:4 happens (4) 138:11 144:1 145:12 186:3 happy (5) 16:2 44:15 65:9 100:6 195:22 harassed (2) 181:23 183:15 hard (1) 36:1 haven (1) 32:11 head (2) 196:8,9 heading (2) 43:14 98:9 127:25 128:2,12,12 129:6,11,14,18 133:7 134:13,14,17 135:13,14,25 138:2 140:8,24 152:4,16 153:5 154:8,13 155:1 163:24 165:15,17,18 169:19,25 170:6 179:20 180:13 181:12,14,19,21 183:4,10 184:10 186:21 189:13,19 193:24,25 194:2,3 197:1,13 198:10	holopunches (1) 60:5 holiday (6) 3:19 66:24 78:6 116:3 120:21 155:17 holidays (2) 65:17 155:20 hols (1) 63:11 home (5) 39:5,6 40:7 73:2 124:7 honest (4) 30:5 44:13 108:13 141:8 honesty (1) 108:6 hoped (1) 96:23 hopefully (2) 5:15 63:9 hoping (2) 199:16,18 Hornby (2) 112:2 180:18 host (1) 81:10 hour (6) 37:12,13 51:11,12,15 119:24 hours (7) 116:25 117:19,22,24 122:2 150:1,6 Howarth (3) 200:4,5,6 humiliate (1) 164:5 Hummell (2) 180:19 195:16	incidents (1) 92:16 include (1) 190:2 including (8) 26:20 31:9 45:20 54:25 56:24 137:2 143:22 160:16 income (1) 30:23 incoming (1) 120:1 incorrect (1) 101:6 increase (5) 31:4 35:14 67:17 76:3 107:8 increasing (1) 12:13 increasingly (1) 108:20 independent (1) 133:22 INDEX (1) 205:1 indicated (2) 31:16 168:10 indication (2) 27:22 85:12 individual (1) 4:3 individuals (2) 67:24 68:4 inform (1) 155:19 informal (1) 50:19 information (18) 10:10,11 12:17 20:18 24:2 28:3 34:18,22 132:8 133:22 140:15,16 151:10,12 152:2 164:6 171:4 188:8 informed (6) 6:12 21:12 29:6 65:15 160:16 171:21 initial (1) 4:16 6:7 9:9 11:13 48:18 49:4 50:12,13 75:9 81:9 103:14 initially (4) 13:1 66:16 195:9 201:4 input (1) 104:2 insert (1) 3:2 insist (3) 140:17 173:13,16 instruction (1) 49:5 instructions (1) 201:6 instrumental (3) 182:17 183:24 184:10 insulting (1) 168:24 intend (1) 31:17 intention (3) 5:14 27:21 192:3 interest (11) 3:10 4:17 115:3 121:22 122:17 125:18 126:9 127:6 152:5	interview (6) 151:2,8 151:24 152:18 188:13,16 interviewed (1) 47:8 intranet (1) 132:7 introduce (6) 8:8 68:7 68:12,18 69:8 70:1 introduced (1) 46:18 introduction (7) 6:8 6:21 9:7 10:16 45:3 47:5 85:2 introductory (5) 1:18 2:14 9:5 14:17,24 investigate (1) 164:15 investigated (12) 23:8 23:11 126:11 127:9 128:25 129:3 150:21 152:16 169:4 188:23,23 191:17 investigating (5) 151:14,14,23 152:9 182:19 investigation (15) 22:15,18,20,24 23:3 149:21 150:25 151:2 152:6,18 153:4 178:1 182:11 183:22 188:11 investigations (1) 151:22 investigator (1) 189:1 investment (1) 5:8 invited (1) 36:17 involve (2) 86:11 179:12 involved (9) 15:9 32:24 66:18 92:25 133:10 140:9 174:2 191:1,6 involvement (4) 4:1 20:11 84:4 126:7 involving (5) 20:10 91:19,21 94:18 178:24 in-laws (2) 115:24 116:1 irrational (1) 108:20 irrelevant (1) 85:8 Irrespective (1) 143:5 issue (60) 1:9 24:9 26:20 44:23 56:22 58:15,15 67:23 71:3 72:4 74:23 75:12 77:8,9 78:1 80:17,19,20 81:1 95:6 98:8,12 102:8 103:18 104:7,7 106:14 107:14 110:21 111:1 113:24 114:15,19 122:11 125:6,16,17 127:6,17 129:10 133:6,9 135:16 136:1 137:7 138:15 138:18,22,24 144:15 158:1,8,18 163:11 164:16	Jan (1) 5:14 January (6) 4:17 5:22 83:15 151:21 172:3 176:7 Jas (7) 181:14 188:14 191:12,15 192:2,21 194:4 jest (3) 49:13,16,17 Jhita (1) 180:19 JK (3) 192:7,19,21 job (4) 11:6 38:16,20 84:18 jobs (2) 120:22,24 John (8) 3:14,14,15 6:1,2 72:8 73:6 160:11 join (3) 2:21 33:3 167:3 joined (13) 1:15,24 2:1 11:20 35:13 40:12,16 63:2 65:5 70:10 90:3 160:20 160:21 joining (12) 1:23 2:16 3:6 4:13 14:14,15 15:18 40:8,10 45:19,24 62:1 joins (1) 65:8 joint (6) 22:21 48:8 84:1 94:1 124:22 167:2 Jones (1) 22:4 July (56) 1:15,16,17 1:19 8:18 11:21 16:25 19:16,17,19 28:7 31:25 34:11 38:12 40:3 42:12 43:16 44:18,23,24 46:18,22,22,24 47:12,13,18 53:12 55:4 72:2,4 81:21 97:22 111:25 112:23 113:20 121:15 122:11,15 125:11,14,22 126:21,24 127:1,7 127:18 129:3,8,11 129:19 135:7,8 153:2 154:25 155:2 jump (1) 126:2 June (19) 19:22,25 20:2,4,8 21:1,2,4 23:24 25:8,12 27:3 27:13 28:25 42:6
glance (1) 101:4 glaze (1) 120:23 go (64) 3:12 4:23,23 9:20 16:5 17:15,16 19:7 20:4,15 21:7 25:22 28:23 32:6 35:1 37:5 42:10 44:19,21 52:20 58:21 62:22 64:25 76:9 77:6 81:3 86:12 88:23 89:5 92:5 99:15 100:18 105:18 107:25 112:12 113:23 114:19 117:17 129:23,24 132:14 139:13 142:4 153:16 154:6 157:25 158:13 163:19,22 169:5 170:25 174:2 180:12 185:24 189:11,21,24 191:6 198:4,22 200:18 202:6,14,20	Gray's (2) 115:14,16 Grazia (14) 3:9 20:15 29:1 32:13,15 57:15 91:12,16,24 92:7,24 93:6,9,21 great (2) 63:18 129:24 greatly (1) 160:25 grievance (67) 125:11 125:14,23 126:4,5 126:6,10,11,16,17 127:2,4,5,8,9,13,20 127:25 128:2,12,12 129:6,11,14,18 133:7 134:13,14,17 135:13,14,25 138:2 140:8,24 152:4,16 153:5 154:8,13 155:1 163:24 165:15,17,18 169:19,25 170:6 179:20 180:13 181:12,14,19,21 183:4,10 184:10 186:21 189:13,19 193:24,25 194:2,3 197:1,13 198:10	happens (4) 138:11 144:1 145:12 186:3 happy (5) 16:2 44:15 65:9 100:6 195:22 harassed (2) 181:23 183:15 hard (1) 36:1 haven (1) 32:11 head (2) 196:8,9 heading (2) 43:14 98:9 127:25 128:2,12,12 129:6,11,14,18 133:7 134:13,14,17 135:13,14,25 138:2 140:8,24 152:4,16 153:5 154:8,13 155:1 163:24 165:15,17,18 169:19,25 170:6 179:20 180:13 181:12,14,19,21 183:4,10 184:10 186:21 189:13,19 193:24,25 194:				

121:18 194:8 197:5 198:16 <b>junior (3)</b> 184:21,22 186:21 <b>JUSTICE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>justify (3)</b> 35:19,21,24 <b>JV (2)</b> 93:16 95:5 <b>JVP (3)</b> 22:22 84:2,14	11:18 12:9,10,20 13:15 14:18 15:4 15:20,25 16:24 17:14 18:5,6,22,23 20:12,13 24:25 28:21 29:14 30:5,8 30:9,10 39:17 40:9 41:12 44:13 47:4 48:15,20,22 49:1 49:13 50:5 51:18 51:19 54:13 56:13 57:12 61:7,15 68:20 69:2,4,5,17 69:20,20,22 70:6 70:24 73:13,15,18 74:7,10 76:8 82:22 85:22,23 90:12,15 95:6 97:13,14 98:22,24 99:22 103:15 104:2,25 110:18 111:1 114:11,16 119:17 120:10 124:6 125:15 126:8 133:19 134:8 135:18 138:20,21 141:10,15 142:1,18 143:3,9 144:16 148:3,6,7 149:12 150:8 151:6,9,11 151:21,24,24 152:7 152:8 155:4 157:12 157:22 161:13 162:5,8,13,15 163:7,13 166:2,23 167:14 170:16 171:22 173:5 175:16,18 176:5,11 176:18 177:8 180:12 181:1 185:22 186:14,15 186:15,18 187:4,5 187:7 188:7,9,18 196:1,7,9,13,15,17 197:25 201:3 202:5 <b>knowing (1)</b> 170:1 <b>knowledge (1)</b> 116:9 <b>known (1)</b> 123:4 <b>KS (22)</b> 66:20,23 68:6 68:11 101:23 102:13,22 103:6 104:6 137:7 154:10 154:14,17,19 156:8 164:2,4,6,8,15,19 164:19	152:21 154:18,20 154:21 155:3 194:18 <b>leaving (1)</b> 13:3 <b>led (2)</b> 70:21 110:22 <b>leering (2)</b> 181:22 182:6 <b>left (12)</b> 15:15,17 22:17 23:8 33:25 33:25 34:2,4 36:11 194:11,22 195:2 <b>legal (5)</b> 30:8,11 44:10 128:4 196:24 <b>legalities (1)</b> 30:11 <b>legals (1)</b> 30:5 <b>lens (1)</b> 31:15 <b>letter (73)</b> 6:14,16,25 7:3,12 9:21 11:9,10 11:22 12:16 14:5 16:3,17 17:4,17,18 17:22,24 18:7,10 20:14,17 23:24 28:17,24 32:7,11 32:13 34:9 48:9 51:21 60:22 63:1 81:9 87:2,4,6,16,18 87:25 88:3 95:22 96:3,12 98:2 126:15 134:15 137:12 138:3 139:10 140:4,7 141:16 142:16,16 142:21,24 143:3,4 153:10 168:18 171:15,17 175:5 178:21 180:15,16 180:17 185:25 187:17 192:5,8,14 <b>letters (2)</b> 41:2 77:24 <b>let's (14)</b> 4:23 5:24 20:4 30:12 45:16 56:19 64:25 77:13 78:6 123:14 129:5 129:23 182:2 191:6 <b>level (9)</b> 19:5 29:25 34:20,24 57:13 62:9 124:5 132:5 157:19 <b>levels (1)</b> 53:22 <b>liaising (1)</b> 84:10 <b>light (3)</b> 5:1 22:8 140:6 <b>likewise (2)</b> 120:8 121:2 <b>limited (11)</b> 18:15 27:6 28:2 31:8,8 37:20 38:1 42:9,15 42:21 200:15 <b>line (9)</b> 10:11 30:19 57:3 81:7 82:20 96:17 97:3 98:11 134:9 <b>lines (5)</b> 10:10 53:9 107:12 110:8 175:5 <b>list (2)</b> 5:9 97:24 <b>listen (1)</b> 108:14 <b>lit (1)</b> 76:4 <b>literally (4)</b> 70:23 117:20 132:8 200:6 <b>little (10)</b> 49:4,8 77:12 81:5 86:13 110:4 112:20,22 143:8 147:12 <b>live (2)</b> 150:10,17 <b>livelihood (1)</b> 29:14 <b>loan (2)</b> 164:11,17 <b>locum (29)</b> 21:23 22:5 40:1 61:4 72:9 76:21 77:2,4,15 78:3 79:1,3 88:11	88:16 100:15,17 103:10,11,20 104:7 104:16 105:7,20,25 115:9,10 117:2,3 176:3 <b>Locumming (2)</b> 24:20 24:21 <b>locums (17)</b> 85:19 102:14 103:13,16 103:17,17,18,19,21 103:23 104:19 117:2 171:13 175:13,23 176:1,5 <b>log (1)</b> 92:17 <b>long (15)</b> 37:11,13 51:9 99:15 104:11 104:13 110:15 111:24 132:3 156:8 156:10,14 190:7 191:5 203:13 <b>longer (4)</b> 97:23 119:9 175:11 198:19 <b>longstanding (1)</b> 179:4 <b>look (39)</b> 8:16 9:8 15:5 20:6 27:17 41:21 55:13 60:22 66:8 73:17 75:13 76:24 76:25 77:13 78:19 80:11 81:2,14 84:20 93:1 102:11 114:12 119:6 133:16,22 135:17 148:18 160:2 172:19 173:11 175:4 185:19 188:9 190:23 196:19,22 198:5 199:11 201:7 <b>looked (3)</b> 10:10 127:23 163:18 <b>looking (14)</b> 16:20 19:14 47:23 76:21 79:23 81:8,13,16 88:22 113:13 130:8 160:1 171:14 202:1 <b>looks (10)</b> 6:17,18 38:11 64:23 67:7 101:21 108:9 170:18 171:10 194:4 <b>Lord (17)</b> 1:6 55:17 76:6 106:21 156:25 182:8,19 183:6 198:15 199:3,6,9 199:14 201:24 202:1,7,24 <b>Lords (1)</b> 200:23 <b>Lordship (4)</b> 8:22 180:22 186:6 202:11 <b>losing (1)</b> 89:22 <b>Loss (2)</b> 133:17 134:7 <b>lost (5)</b> 54:3 110:4 147:12,14 203:1 <b>lot (12)</b> 11:16 70:17 80:9 81:2 87:15 103:16,19 120:18 120:19 127:22 180:25 198:12 <b>lots (1)</b> 95:15 <b>lower (1)</b> 17:16 <b>Lucy (2)</b> 112:2 180:18 <b>lunch (1)</b> 106:24 <b>Lunn (45)</b> 36:11,21,25 46:7 72:8,16,24 73:7,20,24,25 74:2 74:6,11,18 80:16 84:8,9,19,24 85:7 85:12 86:15 87:4,6 88:1,21 90:5,18,21 90:24 91:12,25	92:1,7 93:2,5,6,9 93:12 94:3,11,18 94:24 95:2 <b>lying (3)</b> 109:14,16 174:23	<b>M</b> <b>M (1)</b> 59:25 <b>machine (5)</b> 109:19,23 110:7,17 120:21 <b>Maidstone (3)</b> 21:13 21:14 26:20 <b>mail (2)</b> 95:14 96:5 <b>main (7)</b> 53:20 74:23 80:17,19 97:1 200:9,10 <b>maintain (1)</b> 81:15 <b>Maitre (1)</b> 160:11 <b>major (3)</b> 22:14 138:15 175:13 <b>majority (2)</b> 93:22 153:7 <b>making (18)</b> 57:18,22 78:1 89:16 94:7 118:18,19 128:14 144:7 159:5,6 163:19 164:11 167:18 184:2,21 187:18 194:4 <b>man (1)</b> 31:5 <b>manage (10)</b> 6:7,21 68:13 69:24 70:2 70:13 77:9 82:1,7 117:9 <b>managed (2)</b> 68:5 70:11 <b>management (5)</b> 30:1 30:24 45:21 49:24 159:13 <b>manager (5)</b> 3:1 31:18 31:22 82:20 196:23 <b>managing (4)</b> 85:4 112:3,12 116:15 <b>manipulation (2)</b> 193:2,5 <b>manner (3)</b> 82:18 167:4 185:1 <b>manuscript (2)</b> 101:12 101:15 <b>March (32)</b> 1:11 2:11 2:19,23 3:5,5,17 4:4 5:25 6:11 8:14 9:1,18,20 10:1,3 11:9,10,12,20 13:18 14:11,12 34:6 75:9 114:20 119:20 121:9,15 125:20 148:6 151:19 <b>March/April (1)</b> 17:1 <b>Mark (1)</b> 172:21 <b>markings (2)</b> 32:7,8 <b>Massey (2)</b> 4:24 5:6 <b>maternity (16)</b> 117:14 117:21 118:24,25 119:5 120:5 123:14 123:16 124:12 151:4 152:20,21 154:18,20,21 155:3 <b>matter (22)</b> 29:5 30:1 30:3 45:9 48:3 60:16 61:6 62:11 73:23 121:21,24 158:13 159:19 160:25 162:18,19 164:12 167:9 169:4 171:8 180:6 182:9 <b>matters (7)</b> 20:9,10 62:3 64:6 81:20 105:15 173:12	<b>maximum (2)</b> 57:4 77:20 <b>McGonagle (77)</b> 2:9 6:6 9:6 11:16,25 12:8,11,16,18,21 12:23 13:8,12 14:9 14:13 15:22 16:1 16:11,19 47:4 59:22,25 60:20 61:19,22 62:2,19 63:5,19 65:4 66:1 66:11 67:3,5 68:2 68:20,22,23,25 69:18 70:6,20 71:7 71:10 72:8,15,16 72:24 73:3,7,12,23 74:4,11,13 75:4,12 76:14 79:10 82:5 83:3 84:9,20,24 85:8,12 88:21 90:5 90:19,22,24 92:11 92:18 94:3,11,18 94:23 <b>McGonagle's (3)</b> 61:12 65:1 74:2 <b>McIntyre (2)</b> 200:4,17 <b>mean (11)</b> 55:4 60:19 62:7,10 74:12 148:9 167:15 172:4 176:25 184:9 192:8 <b>meaning (1)</b> 164:9 <b>means (4)</b> 91:5 123:6 174:2 177:3 <b>meant (2)</b> 62:10 203:1 <b>measure (1)</b> 103:20 <b>mediation (10)</b> 181:9 189:24 190:2,3,7 190:12,17,23 191:1 191:6 <b>meet (2)</b> 93:16 131:16 <b>meeting (210)</b> 1:17 2:8,14,19 6:7 8:13 8:25 9:2,4,5,9,22 9:25 10:2,8,16 11:12,13,15 14:8 14:17,24 15:14,22 15:23,25 16:12 19:10 20:3 25:8,12 27:9 28:6 29:5 30:4 31:25 36:9,9,13,18 36:20 37:5,10,15 38:2 46:8,12,13 47:20 48:18 50:12 50:13,19,19,19,21 50:24 51:5,24 52:3 52:8,19 53:15,17 54:7,8,12,14,19,23 55:9,9,10,11,16,24 55:25 56:8,8,12,13 56:14,16,20 75:9 75:11 81:9,21 82:16 88:8 91:1,2,4 91:20 92:11,18 93:14 94:10 95:8 95:13,13,18,19 96:12 97:7,8 99:3 100:4,9,12,13 101:1,16,16,19,20 101:21,23 102:4,5 102:6,7,8,10 103:15 105:16 106:7,10 107:6,7 108:2,11 114:9 121:10,11,14,20,20 122:24 125:21 126:14 127:12,21 127:22 129:4 136:23 137:10 138:7,8,11,17 139:9 140:4,10,13	140:16,18,23,25 141:2,6,7,10,17,20 141:21 142:2,5,8 142:17 143:4,7,10 143:12,25 144:24 145:4,4,6 146:13 147:10,22 148:11 149:6,11,17 151:2 159:20 178:14,25 179:3,7,19 180:8 180:23 181:3,4,5 186:4,16 188:12,14 188:16,20 190:4 191:11 192:6,9,15 198:17 <b>meetings (16)</b> 38:4 52:17 106:13 136:5 137:18 138:23 140:2 144:14,17 145:7 148:18 157:18 22 177:23 181:1,1 <b>member (15)</b> 48:10 53:3 59:8 68:12,17 69:8,12,14 70:1 82:8 175:2 184:21 184:22,22 186:21 <b>members (17)</b> 72:7,18 112:4,24 179:4,13 180:18,21 185:17 185:18 187:15,16 187:22 192:2 195:11 197:16 198:3 <b>memo (12)</b> 13:17 58:3 65:1 70:8,25 75:17 113:2,5,6,7,10,17 <b>memory (2)</b> 14:2 132:20 <b>memos (3)</b> 112:22,25 113:12 <b>mention (5)</b> 19:15 99:12,14,14 180:23 <b>mentioned (9)</b> 24:12 55:4 78:24 83:4 99:16 112:2 116:12 178:25 191:13 <b>mentioning (1)</b> 86:7 <b>merely (1)</b> 41:14 <b>met (8)</b> 8:4,19 11:12 33:9 63:5 148:13 157:15,17 <b>methods (1)</b> 89:19 <b>Michael (25)</b> 3:18 4:6 5:5,25 6:6 47:4,9 59:25 63:5,9,17,19 63:25 64:3,4 71:10 72:8 75:4 83:3 84:5,20 85:8 92:11 92:18 <b>Michael's (1)</b> 63:20 <b>middle (3)</b> 131:16 155:13 168:6 <b>Mike (18)</b> 47:6 84:21 114:25 122:16 128:18,19 144:14 156:11 169:19,22 169:22,23,24 170:5 170:5,11,11 178:16 <b>mind (11)</b> 84:21 104:17 148:16 173:5 175:20 184:23 185:2,3,8 185:12 203:21 <b>mine (1)</b> 32:9 <b>minimize (1)</b> 140:25 <b>minimum (2)</b> 72:10 75:23 <b>minus (4)</b> 83:17,17,19 97:22
--	--	---	--	---	--	---	--

<b>minute (4)</b> 49:5 119:19,20 158:12	<b>necessarily (1)</b> 176:25	<b>notice (16)</b> 21:18,19 21:22 24:11 27:20 140:2,6 142:5,8,12 149:9 155:21,23 193:19 194:23 195:3	<b>officer (1)</b> 151:23 <b>Oh (2)</b> 71:20 100:1	40:6,8,11 44:1,3,5 137:3 143:22 147:6	44:18 45:2 47:1,2,3 49:19 54:20 56:22 57:15 59:10,21 60:11 62:18,22 64:25 71:9 72:1,3 72:17 80:14 81:17 83:12 85:18 86:1 86:12,19 87:5,17 87:20 88:23 91:3 93:13,18 95:21 100:3,15,22 101:11 102:2,16,18 106:12 107:12 108:4 111:11 113:4,5,14 113:23 114:20 118:15,16 125:13 126:21,21 128:6 136:24 137:13 139:14 142:5 145:12 153:22 154:7 155:10 157:25 158:15,23 159:2,18 160:2 163:23 166:16 167:25 169:5 170:25 171:15 172:2,6,18 175:4 177:23,24 178:6,9 178:20,22,22 181:11,13 186:9 189:11 190:1,2,9 191:21 192:11 194:8 200:8	22:21 48:7 85:4 164:13 172:19,23 172:25 194:9 <b>partnership (2)</b> 94:2 172:24 <b>parts (3)</b> 156:18 184:20 185:10 <b>party (6)</b> 43:24 62:20 65:24 90:15 171:10 171:12 <b>Party's (1)</b> 43:23 <b>pass (2)</b> 145:17 199:2 <b>passed (7)</b> 20:5 47:6 62:18 95:17 132:21 145:25 147:15 <b>passes (1)</b> 145:13 <b>passing (1)</b> 171:5 <b>patch (1)</b> 92:3 <b>Patel (21)</b> 25:16 29:8 31:14 33:1 39:24 40:24 41:8 42:14 43:1 65:23 69:13 80:6 130:3,15 158:3,9 159:24 165:1,25 166:12 168:3 <b>Patel's (5)</b> 160:7 161:8 161:19 166:19 168:20 <b>patient (1)</b> 92:15 <b>patients (2)</b> 83:8 136:3 <b>pattern (1)</b> 145:6 <b>Pause (2)</b> 14:3 91:23 <b>pay (4)</b> 17:8 18:14 21:22 124:13 <b>paying (2)</b> 35:19,22 <b>payment (9)</b> 7:21 130:3 161:7,21 163:12,23 164:19 164:21,24 <b>payments (5)</b> 131:7 131:15,22 132:18 161:14 <b>pending (3)</b> 5:7 191:20 194:18 <b>pension (5)</b> 129:22 131:14,20,22 132:18 <b>penultimate (1)</b> 35:4 <b>people (16)</b> 1:22 39:23 84:9,23 90:6 90:9,18 112:22 113:11 133:16 134:24 138:24 141:7 144:18 173:3 183:17 <b>perfectly (2)</b> 186:24 203:4 <b>perform (4)</b> 72:11 103:18 104:4 105:23 <b>performance (2)</b> 74:22 125:7 <b>performed (1)</b> 103:19 <b>performing (2)</b> 82:24 121:3 <b>period (18)</b> 1:11 4:16 16:12 21:18,19 22 24:11 53:11 83:14 110:20,22 111:2 140:2,6,21 164:25 165:25 194:6 <b>Perkins (4)</b> 3:14,14,15 3:15 <b>Perkins's (1)</b> 6:1 <b>person (6)</b> 18:11,25 64:6 173:21 174:17 175:1 <b>personal (6)</b> 60:2 73:9
<b>misapprehension (1)</b> 82:19	20:14 55:6,14 60:15,19 62:17 79:1,3 85:5 88:13 89:6,12 93:4,12 105:3,6,23 116:20 136:4 140:5 145:17 157:7 167:21 180:12,12,13 189:21	<b>notification (1)</b> 142:1 <b>notifying (1)</b> 143:4 <b>November (6)</b> 1:1 109:21 110:2 158:21,23 204:1 <b>NUGEE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>number (19)</b> 3:24 15:7 33:12 38:4 41:2 59:5 74:23 80:17 98:7,8,13 101:5 107:9 116:8 118:9 134:24 137:19 148:18 162:9 <b>numbers (2)</b> 72:23,25 <b>numerous (2)</b> 5:22 19:12	<b>okay (132)</b> 2:15 3:12 4:23 5:24 6:25 7:20 10:19 12:22 13:16 14:3,8,25 15:3,14 16:10 17:17 18:11 19:14 20:1 21:1 22:3 23:11,14,22 24:24 28:23 30:6 30:20 31:1,24 34:18 35:1,18 36:8 36:21 38:8,13 39:3 39:24 40:24 42:8 43:8,11 44:7,12,17 46:15 49:12 51:9 52:20 53:19 54:20 57:11,15 58:8,21 59:1 64:25 67:21 69:16 73:16 74:12 76:19 83:25 85:18 85:25 88:4,23 90:17 91:1 93:12 94:15,17 95:8 96:7 96:11 97:3 99:22 100:3 101:8,11 102:11 103:3 105:18 106:21 107:25 110:14 111:7 112:15 113:22 121:21 122:10 125:9 126:13 128:21 129:23 130:18 131:19 132:10 134:10 138:2,16 139:5 143:9,14 146:5 147:8,14 149:5 150:10 152:1 153:11 157:16,21 158:12 159:15,18 159:22 166:25 172:2 173:2,10 180:17 181:8 187:13 189:10 193:11 196:19 201:9,11,14,25	<b>optical (2)</b> 42:13 69:14 <b>optician (23)</b> 12:24 21:14 31:15 38:16 38:18 40:1,6,9,11 40:15,18,22 42:13 42:25 44:1,3,5 64:22 69:13 79:21 80:4,7 107:16 <b>opticians (4)</b> 77:15 78:25 87:9 95:24 <b>option (2)</b> 176:20,23 <b>options (1)</b> 176:22 <b>optom (9)</b> 12:5 41:22 72:10 74:23 78:13 79:2 80:17 83:9 135:5 <b>optometrist (5)</b> 12:24 39:24 40:18 79:8 79:13 <b>optometrists (1)</b> 115:4 <b>optoms (1)</b> 135:2 <b>optom's (1)</b> 41:22 <b>orchestrated (2)</b> 181:18,19 <b>orchestrating (3)</b> 182:17 183:25 184:10 <b>order (8)</b> 5:3 33:10 74:22 148:21 149:16 155:20 156:16 164:4 <b>ordered (4)</b> 147:9,11 149:6 165:3 <b>originally (1)</b> 12:5 <b>ought (2)</b> 20:19 189:11 <b>outcome (4)</b> 22:24 63:7 64:2 153:4 <b>outset (3)</b> 46:6 103:14 174:25 <b>outstanding (6)</b> 15:7 160:14 161:14 164:17 168:21 198:10 <b>overall (1)</b> 32:23 <b>overclaim (1)</b> 134:3 <b>overdrawn (1)</b> 81:4 <b>overheard (1)</b> 116:14 <b>overpaid (1)</b> 31:18 <b>overpayment (1)</b> 133:9 <b>oversimplified (1)</b> 78:16 <b>owed (11)</b> 66:7 130:14 160:20 161:7,8 163:17 164:11,17 168:9 172:8,11 <b>owing (1)</b> 164:3 <b>owned (2)</b> 124:2,2 <b>o'clock (3)</b> 106:23 118:8 162:12	100:3,15,22 101:11 102:2,16,18 106:12 107:12 108:4 111:11 113:4,5,14 113:23 114:20 118:15,16 125:13 126:21,21 128:6 136:24 137:13 139:14 142:5 145:12 153:22 154:7 155:10 157:25 158:15,23 159:2,18 160:2 163:23 166:16 167:25 169:5 170:25 171:15 172:2,6,18 175:4 177:23,24 178:6,9 178:20,22,22 181:11,13 186:9 189:11 190:1,2,9 191:21 192:11 194:8 200:8	
<b>misconduct (2)</b> 20:12 182:12	105:3,6,23 116:20 136:4 140:5 145:17 157:7 167:21 180:12,12,13 189:21	<b>notification (1)</b> 142:1 <b>notifying (1)</b> 143:4 <b>November (6)</b> 1:1 109:21 110:2 158:21,23 204:1 <b>NUGEE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>number (19)</b> 3:24 15:7 33:12 38:4 41:2 59:5 74:23 80:17 98:7,8,13 101:5 107:9 116:8 118:9 134:24 137:19 148:18 162:9 <b>numbers (2)</b> 72:23,25 <b>numerous (2)</b> 5:22 19:12	<b>optical (2)</b> 42:13 69:14 <b>optician (23)</b> 12:24 21:14 31:15 38:16 38:18 40:1,6,9,11 40:15,18,22 42:13 42:25 44:1,3,5 64:22 69:13 79:21 80:4,7 107:16 <b>opticians (4)</b> 77:15 78:25 87:9 95:24 <b>option (2)</b> 176:20,23 <b>options (1)</b> 176:22 <b>optom (9)</b> 12:5 41:22 72:10 74:23 78:13 79:2 80:17 83:9 135:5 <b>optometrist (5)</b> 12:24 39:24 40:18 79:8 79:13 <b>optometrists (1)</b> 115:4 <b>optoms (1)</b> 135:2 <b>optom's (1)</b> 41:22 <b>orchestrated (2)</b> 181:18,19 <b>orchestrating (3)</b> 182:17 183:25 184:10 <b>order (8)</b> 5:3 33:10 74:22 148:21 149:16 155:20 156:16 164:4 <b>ordered (4)</b> 147:9,11 149:6 165:3 <b>originally (1)</b> 12:5 <b>ought (2)</b> 20:19 189:11 <b>outcome (4)</b> 22:24 63:7 64:2 153:4 <b>outset (3)</b> 46:6 103:14 174:25 <b>outstanding (6)</b> 15:7 160:14 161:14 164:17 168:21 198:10 <b>overall (1)</b> 32:23 <b>overclaim (1)</b> 134:3 <b>overdrawn (1)</b> 81:4 <b>overheard (1)</b> 116:14 <b>overpaid (1)</b> 31:18 <b>overpayment (1)</b> 133:9 <b>oversimplified (1)</b> 78:16 <b>owed (11)</b> 66:7 130:14 160:20 161:7,8 163:17 164:11,17 168:9 172:8,11 <b>owing (1)</b> 164:3 <b>owned (2)</b> 124:2,2 <b>o'clock (3)</b> 106:23 118:8 162:12	100:3,15,22 101:11 102:2,16,18 106:12 107:12 108:4 111:11 113:4,5,14 113:23 114:20 118:15,16 125:13 126:21,21 128:6 136:24 137:13 139:14 142:5 145:12 153:22 154:7 155:10 157:25 158:15,23 159:2,18 160:2 163:23 166:16 167:25 169:5 170:25 171:15 172:2,6,18 175:4 177:23,24 178:6,9 178:20,22,22 181:11,13 186:9 189:11 190:1,2,9 191:21 192:11 194:8 200:8		
<b>misled (1)</b> 61:22	105:3,6,23 116:20 136:4 140:5 145:17 157:7 167:21 180:12,12,13 189:21	<b>notification (1)</b> 142:1 <b>notifying (1)</b> 143:4 <b>November (6)</b> 1:1 109:21 110:2 158:21,23 204:1 <b>NUGEE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>number (19)</b> 3:24 15:7 33:12 38:4 41:2 59:5 74:23 80:17 98:7,8,13 101:5 107:9 116:8 118:9 134:24 137:19 148:18 162:9 <b>numbers (2)</b> 72:23,25 <b>numerous (2)</b> 5:22 19:12	<b>optical (2)</b> 42:13 69:14 <b>optician (23)</b> 12:24 21:14 31:15 38:16 38:18 40:1,6,9,11 40:15,18,22 42:13 42:25 44:1,3,5 64:22 69:13 79:21 80:4,7 107:16 <b>opticians (4)</b> 77:15 78:25 87:9 95:24 <b>option (2)</b> 176:20,23 <b>options (1)</b> 176:22 <b>optom (9)</b> 12:5 41:22 72:10 74:23 78:13 79:2 80:17 83:9 135:5 <b>optometrist (5)</b> 12:24 39:24 40:18 79:8 79:13 <b>optometrists (1)</b> 115:4 <b>optoms (1)</b> 135:2 <b>optom's (1)</b> 41:22 <b>orchestrated (2)</b> 181:18,19 <b>orchestrating (3)</b> 182:17 183:25 184:10 <b>order (8)</b> 5:3 33:10 74:22 148:21 149:16 155:20 156:16 164:4 <b>ordered (4)</b> 147:9,11 149:6 165:3 <b>originally (1)</b> 12:5 <b>ought (2)</b> 20:19 189:11 <b>outcome (4)</b> 22:24 63:7 64:2 153:4 <b>outset (3)</b> 46:6 103:14 174:25 <b>outstanding (6)</b> 15:7 160:14 161:14 164:17 168:21 198:10 <b>overall (1)</b> 32:23 <b>overclaim (1)</b> 134:3 <b>overdrawn (1)</b> 81:4 <b>overheard (1)</b> 116:14 <b>overpaid (1)</b> 31:18 <b>overpayment (1)</b> 133:9 <b>oversimplified (1)</b> 78:16 <b>owed (11)</b> 66:7 130:14 160:20 161:7,8 163:17 164:11,17 168:9 172:8,11 <b>owing (1)</b> 164:3 <b>owned (2)</b> 124:2,2 <b>o'clock (3)</b> 106:23 118:8 162:12	100:3,15,22 101:11 102:2,16,18 106:12 107:12 108:4 111:11 113:4,5,14 113:23 114:20 118:15,16 125:13 126:21,21 128:6 136:24 137:13 139:14 142:5 145:12 153:22 154:7 155:10 157:25 158:15,23 159:2,18 160:2 163:23 166:16 167:25 169:5 170:25 171:15 172:2,6,18 175:4 177:23,24 178:6,9 178:20,22,22 181:11,13 186:9 189:11 190:1,2,9 191:21 192:11 194:8 200:8		
<b>mistakes (1)</b> 139:20	105:3,6,23 116:20 136:4 140:5 145:17 157:7 167:21 180:12,12,13 189:21	<b>notification (1)</b> 142:1 <b>notifying (1)</b> 143:4 <b>November (6)</b> 1:1 109:21 110:2 158:21,23 204:1 <b>NUGEE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>number (19)</b> 3:24 15:7 33:12 38:4 41:2 59:5 74:23 80:17 98:7,8,13 101:5 107:9 116:8 118:9 134:24 137:19 148:18 162:9 <b>numbers (2)</b> 72:23,25 <b>numerous (2)</b> 5:22 19:12	<b>optical (2)</b> 42:13 69:14 <b>optician (23)</b> 12:24 21:14 31:15 38:16 38:18 40:1,6,9,11 40:15,18,22 42:13 42:25 44:1,3,5 64:22 69:13 79:21 80:4,7 107:16 <b>opticians (4)</b> 77:15 78:25 87:9 95:24 <b>option (2)</b> 176:20,23 <b>options (1)</b> 176:22 <b>optom (9)</b> 12:5 41:22 72:10 74:23 78:13 79:2 80:17 83:9 135:5 <b>optometrist (5)</b> 12:24 39:24 40:18 79:8 79:13 <b>optometrists (1)</b> 115:4 <b>optoms (1)</b> 135:2 <b>optom's (1)</b> 41:22 <b>orchestrated (2)</b> 181:18,19 <b>orchestrating (3)</b> 182:17 183:25 184:10 <b>order (8)</b> 5:3 33:10 74:22 148:21 149:16 155:20 156:16 164:4 <b>ordered (4)</b> 147:9,11 149:6 165:3 <b>originally (1)</b> 12:5 <b>ought (2)</b> 20:19 189:11 <b>outcome (4)</b> 22:24 63:7 64:2 153:4 <b>outset (3)</b> 46:6 103:14 174:25 <b>outstanding (6)</b> 15:7 160:14 161:14 164:17 168:21 198:10 <b>overall (1)</b> 32:23 <b>overclaim (1)</b> 134:3 <b>overdrawn (1)</b> 81:4 <b>overheard (1)</b> 116:14 <b>overpaid (1)</b> 31:18 <b>overpayment (1)</b> 133:9 <b>oversimplified (1)</b> 78:16 <b>owed (11)</b> 66:7 130:14 160:20 161:7,8 163:17 164:11,17 168:9 172:8,11 <b>owing (1)</b> 164:3 <b>owned (2)</b> 124:2,2 <b>o'clock (3)</b> 106:23 118:8 162:12	100:3,15,22 101:11 102:2,16,18 106:12 107:12 108:4 111:11 113:4,5,14 113:23 114:20 118:15,16 125:13 126:21,21 128:6 136:24 137:13 139:14 142:5 145:12 153:22 154:7 155:10 157:25 158:15,23 159:2,18 160:2 163:23 166:16 167:25 169:5 170:25 171:15 172:2,6,18 175:4 177:23,24 178:6,9 178:20,22,22 181:11,13 186:9 189:11 190:1,2,9 191:21 192:11 194:8 200:8		
<b>MM's (1)</b> 92:19	105:3,6,23 116:20 136:4 140:5 145:17 157:7 167:21 180:12,12,13 189:21	<b>notification (1)</b> 142:1 <b>notifying (1)</b> 143:4 <b>November (6)</b> 1:1 109:21 110:2 158:21,23 204:1 <b>NUGEE (54)</b> 1:5,7 8:24 39:7,10,13 46:19 55:19 103:10 106:23 107:3 110:5 117:22,25 118:3,5 118:7 128:1,5 157:1,5 174:11,14 182:14,22 183:20 184:9,16 186:11 198:20,22,24 199:11,13,15,18,22 199:24 200:2,7,14 200:19,25 201:18 201:23,25 202:12 202:14,18,20,23 203:8,13,16 <b>number (19)</b> 3:24 15:7 33:12 38:4 41:2 59:5 74:23 80:17 98:7,8,13 101:5 107:9 116:8 118:9 134:24 137:19 148:18 162:9 <b>numbers (2)</b> 72:23,25 <b>numerous (2)</b> 5:22 19:12	<b>optical (2)</b> 42:13 69:14 <b>optician (23)</b> 12:24 21:14 31:15 38:16 38:18 40:1,6,9,11 40:15,18,22 42:13 42:25 44:1,3,5 64:22 69:13 79:21 80:4,7 107:16 <b>opticians (4)</b> 77:15 78:25 87:9 95:24 <b>option (2)</b> 176:20,23 <b>options (1)</b> 176:22 <b>optom (9)</b> 12:5 41:22 72:10 74:23 78:13 79:2 80:17 83:9 135:5 <b>optometrist (5)</b> 12:24 39:24 40:18 79:8 79:13 <b>optometrists (1)</b> 115:4 <b>optoms (1)</b> 135:2 <b>optom's (1)</b> 41:22 <b>orchestrated (2)</b> 181:18,19 <b>orchestrating (3)</b> 182:17 183:25 184:10 <b>order (8)</b> 5:3 33:10 74:22 148:21 149:16 155:20 156:16 164:4 <b>ordered (4)</b> 147:9,11 149:6 165:3 <b>originally (1)</b> 12:5 <b>ought (2)</b> 20:19 189:11 <b>outcome (4)</b> 22:24 63:7 64:2 153:4 <b>outset (3)</b> 46:6 103:14 174:25 <b>outstanding (6)</b> 15:7 160:14 161:14 164:17 168:21 198:10 <b>overall (1)</b> 32:23 <b>overclaim (1)</b> 134:3 <b>overdrawn (1)</b> 81:4 <b>overheard (1)</b> 116:14 <b>overpaid (1)</b> 31:18 <b>overpayment (1)</b> 133:9 <b>oversimplified (1)</b> 78:16 <b>owed (11)</b> 66:7 130:1			

<p>86:14 116:13 124:5 171:24 <b>personalities (1)</b> 58:17 <b>personally (1)</b> 184:13 <b>persuade (5)</b> 63:15 64:9,11,16,19 <b>persuaded (1)</b> 63:22 <b>petty (1)</b> 171:24 <b>phone (14)</b> 4:6,19 5:22 7:9 17:21 19:12 74:7 86:6 116:13,24 120:8,10 120:12 155:12 <b>phoned (5)</b> 6:15 115:7 115:14 122:6,8 <b>phrased (1)</b> 197:25 <b>physically (1)</b> 4:5 <b>pick (5)</b> 20:6 21:8 45:16 56:2 80:20 <b>piece (1)</b> 52:14 <b>place (12)</b> 9:6 41:7 51:1,5 53:1,21 91:1 151:22 164:21 192:6,15,19 <b>placed (2)</b> 99:23 133:16 <b>places (1)</b> 17:19 <b>placing (1)</b> 144:10 <b>plainly (5)</b> 6:16 71:9 82:10 112:20 161:19 <b>plan (10)</b> 69:6,7,8,10 69:17,25 70:2 84:25 85:1 93:19 <b>planned (1)</b> 92:18 <b>planning (6)</b> 98:7,9 132:12 160:9 164:16 165:6 <b>plans (3)</b> 8:11 10:8 68:3 <b>played (1)</b> 200:13 <b>please (7)</b> 5:7 29:11 29:14 89:3 125:4 162:2 190:6 <b>plenty (2)</b> 142:2 143:6 <b>plus (15)</b> 7:21 8:1 17:4 17:4,4 33:19 36:5 45:10 76:3,3,3 80:3 80:3 105:7 117:9 <b>pm (5)</b> 106:25 107:2 157:2,4 203:24 <b>point (44)</b> 2:13 4:17 8:4,18 11:23,25 12:17 14:16 16:15 19:21 21:2 25:2 28:15 30:13 34:2 45:5 54:13 55:23 57:12 72:5 75:22 84:8 88:20 90:23 93:10 94:6,19 96:24 113:23 116:8 128:13 129:25 131:1 134:10 140:1 145:8 149:24 162:7 162:13,15 171:4 178:4 195:12 200:16 <b>pointing (1)</b> 109:2 <b>points (14)</b> 9:25 10:7 11:14 50:14 56:10 56:23 59:12 101:1 125:18 162:11 199:9,10 200:23 202:7 <b>policies (1)</b> 23:8 <b>policy (2)</b> 50:6 155:18 <b>polite (3)</b> 47:8,14 56:6 <b>poor (3)</b> 103:22 111:14 160:22 <b>position (19)</b> 21:17</p>	<p>23:1,9,17 31:24 33:3,10 36:8 63:9 79:17 106:6,8,12 106:14 130:6 168:12 185:6 197:17 198:8 <b>positive (2)</b> 97:23 108:14 <b>possible (4)</b> 54:18 186:14 201:1 203:17 <b>possibly (8)</b> 9:20 54:14 66:25 90:19 95:15 116:3 123:9 166:9 <b>post (6)</b> 87:12,15 154:20 159:5,12,17 <b>potential (5)</b> 15:9 16:7 16:7 20:11 68:11 <b>potentially (2)</b> 25:5 28:8 <b>POTTS (27)</b> 76:6 182:8 182:19 183:6 199:3 199:6,8,12 200:21 200:23 201:1,9,11 201:14,16,20,22,24 202:1,13,15,19,22 202:24 203:6,11,15 <b>power (1)</b> 18:20 <b>practice (3)</b> 16:21 133:20,23 <b>practices (1)</b> 23:6 <b>predecessor (1)</b> 35:23 <b>preferred (2)</b> 71:13,25 <b>prejudice (2)</b> 145:19 147:4 <b>prepare (1)</b> 143:6 <b>prepared (10)</b> 17:16 19:7 35:13 71:7 75:14 83:2,3 107:23,23 131:15 <b>presence (3)</b> 182:6 184:24 185:13 <b>present (10)</b> 51:7 67:23 92:21 135:11 137:10,11 138:12 139:9 187:14 190:4 <b>presented (4)</b> 133:1,3 161:6 165:13 <b>pressing (1)</b> 4:10 <b>pressure (2)</b> 83:21 84:6 <b>presumably (3)</b> 38:3 161:25 178:15 <b>presume (3)</b> 10:2 91:5 172:4 <b>presumptuous (1)</b> 10:12 <b>pretty (3)</b> 28:20 110:13 112:6 <b>Prevention (2)</b> 133:17 134:7 <b>previous (8)</b> 11:5 20:10 23:14 29:8 111:25 116:18 130:14 140:2 <b>previously (4)</b> 48:24 99:16 116:12 157:14 <b>pre-reg (2)</b> 137:3 143:22 <b>pre-written (1)</b> 185:21 <b>price (2)</b> 7:2,6 <b>primarily (1)</b> 123:13 <b>primary (1)</b> 124:9 <b>Principal (1)</b> 43:15 <b>print (2)</b> 132:4,7 <b>prior (14)</b> 2:18 3:5,11 4:4 17:21 29:3 36:8 73:12 84:10 109:24</p>	<p>110:10,12 122:24 179:19 <b>priority (1)</b> 33:4 <b>private (3)</b> 91:8 179:3 179:6 <b>privately (1)</b> 157:22 <b>probably (12)</b> 18:5 43:7,8 87:5 138:23 150:13 154:22 157:15 170:19 175:1 188:4 197:2 <b>probationary (1)</b> 194:6 <b>problem (1)</b> 135:19 <b>problems (3)</b> 47:7,15 127:23 <b>procedure (5)</b> 29:10 29:11 197:1,13 198:10 <b>procedures (3)</b> 59:3 133:24 134:9 <b>proceed (1)</b> 180:4 <b>proceedings (1)</b> 65:18 <b>process (7)</b> 6:4 16:22 97:6 131:25 132:16 156:23 180:12 <b>produce (3)</b> 132:5,19 140:20 <b>produced (12)</b> 45:13 50:10 131:21,24 132:1,12,16 159:24 161:15 165:21 185:20,20 <b>product (1)</b> 164:7 <b>productive (1)</b> 83:22 <b>profit (2)</b> 30:19 175:15 <b>profitability (1)</b> 29:13 <b>profits (8)</b> 30:25 89:16 124:13,16 173:18 174:10,22 175:16 <b>promise (1)</b> 85:12 <b>promised (2)</b> 84:23,24 <b>proper (2)</b> 152:6 186:24 <b>properly (1)</b> 151:14 <b>proposal (1)</b> 190:3 <b>propose (2)</b> 26:23 27:21 <b>proposed (3)</b> 136:11 146:20 149:3 <b>prospective (1)</b> 5:16 <b>protect (1)</b> 194:17 <b>protracted (1)</b> 159:7 <b>proven (1)</b> 183:12 <b>provide (4)</b> 34:18,22 151:7,8 <b>provided (10)</b> 33:9 118:14 128:23 134:1,3 159:4,10 165:2 166:11 168:2 <b>providing (4)</b> 24:3 85:19 165:3 171:4 <b>proxy (2)</b> 36:11 37:2 <b>pub (3)</b> 181:2,3 188:18 <b>pull (1)</b> 52:17 <b>pulled (1)</b> 109:8 <b>pulling (1)</b> 108:22 <b>punch (17)</b> 25:13 27:18 38:19 57:16 67:22 72:6 74:19 80:15 100:25 105:21,21 111:13 122:16 139:7 159:3 168:7 178:23 <b>punches (2)</b> 24:1 190:18 <b>punctuality (1)</b> 86:7 <b>purchase (3)</b> 19:18</p>	<p>25:18,25 <b>purchased (2)</b> 25:1 40:4 <b>purchasing (1)</b> 32:24 <b>pure (2)</b> 70:9,12 <b>purpose (1)</b> 93:14 <b>purposes (1)</b> 145:14 <b>put (37)</b> 19:6 20:5,5 35:24 44:17 48:15 53:1,21 61:7 71:1 74:18 79:16 84:6 95:16 105:13 106:5 108:15 117:18 122:23 124:18 125:12 132:8 138:21 147:14 153:21 159:22 164:21 165:5 182:2 182:13 183:5 184:1 189:10 190:9 201:5 201:17 203:4 <b>putting (2)</b> 68:6 167:5 <b>P11D (1)</b> 33:20 <b>P11D/car (1)</b> 7:21</p>	<p>126:5,10 127:4,13 127:25 128:22 129:14,15 133:6 134:13,17 137:25 138:2 141:20 153:3 153:7 154:4 158:21 160:14 163:15 179:16 181:7,12 185:24 <b>raises (4)</b> 26:18 158:1 158:15 189:13 <b>raising (8)</b> 16:6 20:22 121:12 129:5 134:14 135:13 168:25 171:1 <b>Rajan (3)</b> 182:11 188:11,15 <b>ran (1)</b> 120:11 <b>rapidly (1)</b> 170:24 <b>rate (2)</b> 17:16 123:23 <b>rates (2)</b> 103:21,23 <b>ratify (1)</b> 25:15 <b>ratifying (1)</b> 25:18 <b>RDC (2)</b> 24:25 157:20 <b>reached (5)</b> 1:8 44:18 55:23 107:5 157:24 <b>reaching (1)</b> 90:12 <b>reacting (1)</b> 58:11 <b>read (16)</b> 5:3,4 14:1 44:8,9 68:16 91:22 101:25 102:24 105:17 139:19 140:14 162:16 173:6,7 183:6 <b>reading (5)</b> 6:16 48:5 49:7 56:9 170:17 <b>ready (1)</b> 1:7 <b>real (2)</b> 124:4 198:8 <b>realistic (1)</b> 164:18 <b>reality (3)</b> 30:12 33:7 77:10 <b>really (12)</b> 17:2 37:10 39:1 61:25 82:22 103:19 155:25 158:13 161:17 162:8 171:3 178:18 <b>reason (14)</b> 41:6 48:11 48:13 72:11 80:8 87:24 124:4,8,9 129:14 139:5 90:2,19 99:11 171:21 185:15 188:5 <b>reasons (4)</b> 141:15 143:9 179:1 190:21 <b>rebook (1)</b> 105:25 <b>recall (5)</b> 8:25 9:2 13:23,25 14:4,5,7 15:4,12 36:13 42:4 65:20,20,21 67:5 68:25 82:3 83:10 88:2 95:18 100:24 101:7,9 102:5,6,10 105:14,16 109:18 109:19 110:14 111:5 112:11,13 114:1 116:6 121:12 151:1 158:12 161:4 162:24 166:6 168:25 171:2,7 178:13 179:17 181:13 187:25 188:1 189:9,16 191:16 194:1,2 <b>recalling (1)</b> 61:23 <b>receive (7)</b> 4:25 29:4 130:10 143:1 153:9 155:5 161:10 <b>received (20)</b> 7:3 13:18 28:24 29:3 34:16 82:11 87:11</p>	<p>130:10 140:5,7 142:1,14,19 143:2 143:3,4,5 153:10 155:6 161:25 <b>receiving (7)</b> 13:25 15:4 31:16 124:15 130:17 131:14,15 <b>recognise (2)</b> 92:19 101:12 <b>recommend (2)</b> 164:15 192:21 <b>recommendation (1)</b> 166:7 <b>recommendations (1)</b> 153:14 <b>recommended (4)</b> 165:4 167:2,12 198:11 <b>record (3)</b> 106:5 109:3 158:14 <b>recorded (3)</b> 76:14 100:9 124:10 <b>recording (1)</b> 92:16 <b>records (3)</b> 52:19 118:14,17 <b>reduce (5)</b> 61:4 66:16 76:21 100:17 193:1 <b>reduced (1)</b> 83:16 <b>reducing (2)</b> 77:1,4 <b>reduction (2)</b> 56:25 104:16 <b>reemployee (1)</b> 194:15 <b>refer (6)</b> 1:11 2:22 6:14 20:17 81:9 108:1 <b>referred (1)</b> 118:15 <b>referring (8)</b> 36:6 68:20 101:20 113:1 153:24 192:10 193:6,7 <b>refers (1)</b> 43:13 <b>refresh (2)</b> 14:2 91:22 <b>refusal (1)</b> 131:6 <b>refuse (1)</b> 132:24 <b>refused (9)</b> 46:2 83:6 107:20,21 116:11 116:19 131:1 132:22 168:8 <b>refuses (2)</b> 60:15 76:20 <b>refute (2)</b> 192:5,14 <b>regarding (19)</b> 1:22,23 17:25 19:17 20:9 20:18 28:7 37:5 58:9 60:25 81:11 106:14 113:11,17 117:3 150:25 163:3 171:10 183:11 <b>regards (9)</b> 13:20 15:17 29:5 35:5 45:9 86:23 116:25 155:25 169:21 <b>region (1)</b> 7:17 <b>regional (1)</b> 157:18 <b>Registration (1)</b> 44:1 <b>regularly (3)</b> 116:9,13 116:20 <b>regulations (3)</b> 134:19 134:19 135:20 <b>Rehman (2)</b> 41:10 200:24 <b>rejected (2)</b> 182:13,14 <b>related (1)</b> 119:12 <b>relating (3)</b> 117:1 161:7 163:7 <b>relation (9)</b> 57:19,20 57:23 130:11 134:2 152:3 154:4,6 164:25</p>	<p><b>relationship (15)</b> 12:11 62:2 70:16 70:18 92:2,14 98:6 113:19 117:17 162:7 173:25 176:9 178:10,10 185:17 <b>relatively (1)</b> 63:18 <b>released (1)</b> 24:7 <b>reluctant (5)</b> 131:4,7,9 131:17 164:9 <b>remain (3)</b> 197:2,11 200:10 <b>remains (1)</b> 187:13 <b>remember (77)</b> 1:14 1:15,18 2:1 3:3 6:12 7:10,11 8:13 9:19 13:18 17:2 20:24,25 24:12,23 25:6 27:11 32:16 34:4,8,10 36:11,18 38:7 40:24 41:4,8 42:3,4,7 45:14 48:24 64:5,18 83:23 85:21 99:19 100:3,10 106:10,19 109:7,20,25 110:17 110:17,24 112:1,24 113:4 115:17,18 124:17 125:19,22 125:24 127:8 128:9 139:6 141:1 144:6 153:13 154:22 158:4,6,10 159:25 166:8 170:7,18 171:9 187:21 189:3 189:5,6 191:15 <b>remind (3)</b> 31:14 82:21 106:24 <b>reminding (1)</b> 144:9 <b>remotely (1)</b> 120:11 <b>remove (3)</b> 77:4 84:25 175:1 <b>removed (1)</b> 112:9 <b>removing (2)</b> 100:18 176:15 <b>remuneration (2)</b> 29:12 57:20 <b>repairs (1)</b> 113:17 <b>repeat (3)</b> 42:1 179:23 190:6 <b>repeatedly (1)</b> 116:19 <b>repercussions (1)</b> 180:5 <b>replace (4)</b> 66:23 69:9 69:11 70:2 <b>replaced (1)</b> 41:4 <b>replied (2)</b> 59:10 115:12 <b>reply (3)</b> 60:13 86:5 169:14 <b>replying (1)</b> 5:25 <b>report (2)</b> 63:20 153:9 <b>reported (1)</b> 136:25 <b>reporting (3)</b> 64:16 96:16 100:5 <b>representation (1)</b> 140:20 <b>representing (1)</b> 37:1 <b>request (6)</b> 17:15 140:13,22 143:11 160:11 161:11 <b>requested (1)</b> 24:3 <b>requesting (1)</b> 141:16 <b>require (1)</b> 57:4 <b>required (4)</b> 57:14 75:20 83:4 105:23 <b>requirements (2)</b> 26:2 26:8 <b>requires (1)</b> 132:11 <b>resignation (1)</b> 193:20</p>
---	---	---	--	---	--	--

<p><b>resigned (5)</b> 21:17 23:1,9 193:19 194:11 <b>resolution (19)</b> 61:6 62:6 104:12 132:21 136:16 145:19,23 146:1,3,8,12,19 147:1,4,15 148:21 149:9 173:11 194:19 <b>resolve (1)</b> 15:7 <b>resolved (3)</b> 15:10 62:11 119:25 <b>respect (2)</b> 3:25 24:2 <b>respective (3)</b> 136:12 137:20 146:21 <b>responded (5)</b> 100:22 166:25 167:11,14 171:17 <b>respondent's (1)</b> 200:2 <b>responding (2)</b> 86:3 178:21 <b>response (8)</b> 13:17 17:6 32:12 108:25 113:8 139:25 166:12 178:23 <b>responsibilities (8)</b> 47:9 98:19 135:5 136:13 137:2,20 143:21 146:22 <b>responsibility (1)</b> 104:18 <b>rest (2)</b> 4:6 193:8 <b>result (3)</b> 23:9 59:14 164:22 <b>resulted (1)</b> 82:16 <b>resume (1)</b> 106:23 <b>retail (19)</b> 23:18 31:18 31:22 40:12,17,23 51:14 59:14 64:24 65:14,19 66:18,23 79:24 94:19 95:1,5 97:14 116:18 <b>retailer (13)</b> 10:24 11:6 23:5 38:16 40:13 41:15,18 64:23 79:19,23 87:11 119:2,3 <b>retailer/dispensing (1)</b> 80:7 <b>retailer/DO (1)</b> 40:10 <b>returned (1)</b> 83:14 <b>reverse (1)</b> 5:3 <b>review (6)</b> 35:5,6 44:25 45:20 52:22 91:20 <b>reviewed (1)</b> 58:4 <b>review/stop (2)</b> 55:6 55:14 <b>re-arranged (1)</b> 140:23 <b>re-employ (7)</b> 194:11 194:25 195:1,6 196:5 197:8,18 <b>re-employed (1)</b> 198:1 <b>re-employing (2)</b> 194:20 195:4 <b>rid (2)</b> 68:18 69:11 <b>ridiculous (1)</b> 162:10 <b>right (141)</b> 2:12 7:4 8:5,7,20 9:18,22,23 10:5 13:6 14:10 17:3 20:4 22:7 25:1 26:20 27:13 28:19 29:22 30:4,7,21,25 31:9 32:3,21 33:18 36:15,17,22 37:3 38:17 40:2 41:8 47:21 49:20,25</p>	<p>50:10 52:7 53:3 54:4 55:17 57:6 59:23 61:21 64:10 71:1,2,12,23 73:8 74:4 75:21 82:10 84:7 85:3 86:9,12 87:16 91:10,19 95:10,16 97:24 100:3 101:15,16,17 103:9 107:21 108:16 109:18 110:19 112:10 113:12,12 117:10 117:11,15 119:1 123:3,21 124:16 126:23 128:25 129:16 130:2,11 131:20,25 132:17 132:20 133:5,7 134:20,24 135:7 137:8,12 143:19 148:21 149:19,22 150:19,23 151:3 154:24 155:9 156:1 156:19,23 157:24 159:10 166:3 167:13 169:9 173:21 174:17 177:3,23 178:1,13 179:7 184:16 185:2 187:2,20 189:10,24 190:4 191:8,10,18 192:9 194:6 196:12 198:8 199:7,14 200:3 201:23 <b>rights (1)</b> 8:3 <b>right-hand (2)</b> 154:13 164:1 <b>riling (1)</b> 49:9 <b>rise (1)</b> 17:8 <b>risk (2)</b> 133:24 136:2 <b>Rochester (2)</b> 150:18 150:19 <b>rocky (1)</b> 92:2 <b>role (12)</b> 1:24 2:5,7 31:18 40:9 41:22 47:9 79:18 82:23 87:11 92:19 135:5 <b>roles (7)</b> 41:23 98:18 136:12 137:1,20 143:21 146:21 <b>roles/responsibilitie...</b> 65:8 <b>room (2)</b> 98:18 137:15 <b>rota (4)</b> 58:24 78:19 79:4 100:15 <b>rotas (8)</b> 76:21,25 78:19 79:12,16 134:23 135:1,10 <b>Roughly (1)</b> 16:25 <b>round (4)</b> 1:18 63:16 88:20 145:11 <b>Rowe (53)</b> 47:6 84:21 85:9 95:3 96:11,16 98:2 99:8 100:5 108:2,6 114:2,3,9 114:24 121:9 122:16 123:2 124:10,14,17 125:19,20 126:10 127:9,12,15,21 128:7,19,19,25 129:3,19 137:18 144:14 145:5 152:24 153:2 156:11 169:23,24 169:24 170:5,11,14 170:19 171:1 178:16 200:4,12,13 200:13</p>	<p><b>RST (5)</b> 84:14 85:3 93:16 94:1 97:4 <b>rude (3)</b> 85:20 179:11 179:25 <b>rules (1)</b> 108:11 <b>run (1)</b> 112:4 <b>running (8)</b> 82:20 112:3,13 117:6,20 119:4,16 120:15 <b>Ruth (8)</b> 180:20 193:22 195:9,13,18 195:18 198:3,3 <b>Ryan (54)</b> 2:25 3:8,13 4:6,12,14,24 5:2,19 5:21,23 6:12 7:18 12:19,20 16:2,11 17:11,11 18:1,3,11 18:13,14,17,19,24 19:2,4,11,13 32:17 34:7 62:20 63:2 64:4,5,7,8,18 65:1 65:4 66:1,11 68:3 68:23 75:4,12 79:10 82:6 85:13 90:5 163:16,17 <b>Ryan's (1)</b> 4:14</p>	<p><b>S</b> <b>sacked (2)</b> 174:19,24 <b>salaries (6)</b> 29:6,7,9 29:25 36:6 44:23 <b>salary (53)</b> 1:9 7:11,14 7:17,19,25 8:1 10:24 11:5,8 12:17 12:19,21 17:12,13 17:15,19,25 18:23 19:2,4,6,8 29:4,19 30:17 32:13,22,25 33:9,14,19,21,22 34:4,14,17,20,24 35:5,6,14,20 38:22 44:25,25 45:9,10 45:10 76:2 80:5,9 123:24 <b>sale (4)</b> 2:2 5:13 16:7 172:10 <b>sales (4)</b> 5:7 81:11 111:3,10 <b>sat (2)</b> 52:17 144:16 <b>Saturday (7)</b> 51:3,14 51:16 54:14 104:16 150:4 169:14 <b>Saturdays (2)</b> 118:2,8 <b>save (4)</b> 78:9,12,13 79:14 <b>Savill (4)</b> 88:24,25 90:4 137:14 <b>saving (2)</b> 78:8 79:5 <b>savings (1)</b> 79:15 <b>saw (1)</b> 41:2 <b>saying (48)</b> 3:17 10:2 10:7 17:9 18:14 52:2 53:14 54:20 54:22 55:8 60:6 64:18 67:5 68:25 73:11 78:22 82:4 93:4 100:22 109:22 114:15 120:13 121:15 124:17 128:11 130:8 135:17,21 142:17 144:22,23 163:10 163:17 166:17 174:3,5,16 177:1 184:3 185:10,13 186:6,12 189:6 191:13 196:2,7 197:7 <b>says (52)</b> 7:12 9:24 22:3 25:23 26:21</p>	<p>26:22 29:1 31:13 39:7,10 55:13 63:17 65:15 79:22 82:15 83:19 89:2 95:22 98:22,25 99:1,2,22,25 100:1 101:22 102:12,18 102:19 103:5 104:23 106:20 108:24 114:13 115:24 123:21 132:15 137:17 139:5 142:23 145:23 146:15 155:22 159:3 182:2 182:5,25 183:4 186:25 188:13,14 190:16 <b>SB (26)</b> 65:9,17 66:5,7 66:15,24 68:5 87:2 91:6 92:19 100:15 100:18 101:23 104:24 137:22 145:19 146:6 147:4 156:8 164:3,5,8,15 164:19,20 193:2 <b>SB's (2)</b> 66:18,23 <b>scenarios (1)</b> 103:17 <b>scenes (2)</b> 169:6 178:17 <b>scheme (8)</b> 52:23 53:1 53:6,10,21 54:5 63:18 88:1 <b>score (1)</b> 199:8 <b>second (19)</b> 25:13 26:23 27:18 57:3 57:16 67:22 74:19 80:15 91:22 93:18 96:16 105:21,21 111:13 122:16 139:21 168:7 186:6 202:1 <b>secondly (4)</b> 74:21 86:7 139:22 202:10 <b>seconds (3)</b> 119:7,19 119:19 <b>secretarial (1)</b> 26:2 <b>secretary (3)</b> 36:24 91:18,21 <b>section (1)</b> 196:23 <b>secure (1)</b> 33:10 <b>see (225)</b> 2:21 3:1,17 3:21 5:2,10,17 6:9 7:12,18 8:8,11 11:10,17 13:22,22 14:18,19,22 15:11 15:12 16:10 17:8 19:1 20:20 21:7,24 22:11 23:24 24:5 25:12,19 26:5,5,13 26:17,18,22 27:1 27:15,24 28:4,23 29:16 31:12,19,20 32:21 33:5,16 35:1 35:7,11,12 37:15 37:23 38:14,18,23 40:2 42:23 43:13 43:20,24 44:23,25 45:5,7,13,17,22 46:4,9 47:1,10 49:5 49:16 50:16 52:17 52:24 54:17 55:17 57:1 58:1,24 59:2,9 59:16,21 60:9,17 62:22 64:4 65:2,10 66:11 67:1,21,25 67:25 68:9,15,15 72:5,13 73:21 74:10,19 76:11 77:22,24 78:9,10</p>	<p>81:25 83:7,18 84:7 86:13,17 87:22 88:17 89:8,13 90:12,14 92:12,22 93:18,24 94:25 96:1,14,19 97:3 98:4,9,20 100:20 102:14 103:11 104:9,14,20,25 106:3,15,21 107:17 108:1,4,7,22 110:8 110:21 113:2,8 115:7 117:5 122:12 122:21 134:11 135:17 136:7 137:5 137:23 139:14,15 139:21,24 141:1 142:6,11,22 143:25 145:14 147:23 148:19 152:2 153:22 154:7,11 155:10,23 156:5,16 156:25 158:25 159:8 160:18 161:3 162:17 163:25 164:8 168:6,13,16 168:25 169:3,4,13 169:13,15 172:2,12 172:16 173:22 176:9,22 179:13 180:2 187:11,13 188:11 189:22 190:12,17 191:25 193:3 194:13 197:4 198:15 199:17 202:5,14 203:23 <b>seeing (3)</b> 14:7 15:13 170:15 <b>seek (1)</b> 30:8 <b>seeking (7)</b> 7:24 8:1 26:16 59:22 93:10 111:20 173:24 <b>seemingly (1)</b> 63:13 <b>seen (10)</b> 8:24 32:11 48:8 51:22 87:2,18 94:24 101:4 159:16 200:13 <b>self-report (1)</b> 135:18 <b>sell (3)</b> 5:14 16:23 63:23 <b>selling (4)</b> 6:5 175:12 175:17,22 <b>send (8)</b> 17:3,6,24 47:23 48:1 49:6 56:9,12 <b>sending (4)</b> 17:18,21 49:4,6 <b>sends (1)</b> 81:18 <b>senior (2)</b> 72:7,18 <b>seniority (1)</b> 157:19 <b>sensible (1)</b> 194:18 <b>sent (25)</b> 3:9 6:14 18:7 18:10 34:9 39:19 39:21,22 49:19,19 60:2 61:3 86:5 87:8 95:24 96:3,13 121:4 137:11 139:10 140:15 142:21,25 160:8 169:14 <b>sentence (1)</b> 107:13 <b>SEO (2)</b> 56:25 66:16 <b>separating (1)</b> 193:8 <b>September (29)</b> 86:22 95:12,18,23 97:22 101:17,18 105:19 106:6,7,9,11 107:6 107:7 123:20 126:17,19 144:6,24 145:20,24 146:6,10</p>	<p>147:5,22,23 148:1 148:2 155:1 <b>September/October...</b> 154:23 <b>sequence (3)</b> 13:13 129:12 149:24 <b>serious (10)</b> 88:13 121:21,24 135:16 136:2 160:13 161:3 167:1 180:6 188:22 <b>seriously (4)</b> 177:2 179:1 181:20 188:23 <b>serves (1)</b> 132:20 <b>service (10)</b> 8:17 28:1 37:21 38:8 76:18 79:22 121:4,6,7 133:17 <b>services (1)</b> 2:25 <b>set (9)</b> 15:19 29:7 43:19 53:23 108:11 114:21 128:9 175:20 196:19 <b>sets (2)</b> 21:5,6 <b>setting (8)</b> 10:17 49:23 54:1,10 66:10 128:7 134:14 153:12 <b>seven (1)</b> 83:16 <b>sexual (1)</b> 182:12 <b>Shah (1)</b> 176:4 <b>shape (3)</b> 12:7 144:20 179:18 <b>share (4)</b> 19:17 26:16 30:25 172:10 <b>shared (7)</b> 47:6 84:3,4 84:12 93:21 94:3 94:12 <b>shareholder (13)</b> 19:23,25 20:2 21:2 27:3,16 30:13 32:2 36:25,25 37:1,2 42:10 <b>shareholders (9)</b> 19:22 20:3 26:8,12 42:11,20 43:15 46:8,12 <b>shareholder's (2)</b> 42:19 44:14 <b>shares (29)</b> 1:16 2:2,3 6:4,5,13 9:11 10:13 16:8,23,25 18:23 25:1,16,19,25 26:24 32:24 40:4 63:23 68:7 69:7,23 76:2 124:2,3 175:12,17,22 <b>sheds (1)</b> 5:1 <b>shocked (2)</b> 161:10 194:10 <b>shop (16)</b> 51:12 65:12 109:6 111:4,21 112:3,5,13,18,21 116:14,17,21 155:13,14 193:8 <b>shop-floor (1)</b> 63:24 <b>short (7)</b> 26:22 55:21 107:1 119:8 140:21 157:3 172:15 <b>shortly (1)</b> 163:14 <b>show (7)</b> 38:1 96:4 116:24 120:1 159:11 163:5 164:23 <b>showing (2)</b> 3:9 120:10 <b>shown (10)</b> 32:10 41:24,25 43:9,10 43:11 96:9 106:13 108:3 128:21</p>	<p><b>sick (7)</b> 21:19,22 24:11 24:21 83:10,10 115:23 <b>sickness (3)</b> 65:17 66:6 67:18 <b>side (10)</b> 7:11 41:20 64:24 65:14,19 66:8 79:24 81:15 154:13 164:1 <b>sight (9)</b> 72:11 77:20 107:15,15 120:7 133:6 136:14,15 146:25 <b>sign (27)</b> 16:2 17:6 39:3 112:22,24 113:6,7,10,11 132:2,9,13,19,22 132:24 133:2,4 161:17 162:25 164:20 178:21 180:15,16 185:23 185:23 191:25 192:1 <b>signature (13)</b> 39:7,10 39:20,25 113:3 132:11 160:7 161:20 162:20 165:9 166:13,19 168:20 <b>signatures (1)</b> 165:11 <b>signed (33)</b> 3:14 4:1 8:17 11:22 12:16 16:13,16 17:3 28:18 38:12 39:1,5 39:8,13,15,19,20 39:22,23 42:7 43:12 44:9,14 63:1 64:21 132:13 142:12 159:24 166:12 168:2 172:10 180:17 187:17 <b>significant (1)</b> 104:2 <b>significantly (1)</b> 11:5 <b>signing (6)</b> 19:15 39:16 42:4 44:8,12 132:25 <b>similar (2)</b> 35:6 44:16 <b>similarly (1)</b> 41:10 <b>simple (1)</b> 170:16 <b>simply (10)</b> 31:5 58:18 79:6,12,15 134:14 139:3 145:14 164:5 198:9 <b>Singh (56)</b> 1:3,8 6:3 20:18 21:10 22:16 24:2 25:25 26:7 27:21 28:1 29:4 31:16 33:10 37:19 40:6 43:24 45:3 47:5 55:23 57:18 57:22 66:21 68:15 69:5,19 76:1 77:7 81:19 106:24 107:4 128:1 156:6 157:6 158:17 163:19 165:9 168:8,11,18 174:9 182:22 183:11 200 190:10 191:7,24,25 193:22 198:17 199:19,20 200:1 201:19 203:19 205:2 <b>Singh's (9)</b> 22:17 27:22 29:12 32:22 139:23 140:8,11,24 182:15 <b>single (1)</b> 48:8 <b>sister (1)</b> 41:6 <b>sister-in-law (5)</b> 41:3</p>
--	---	---	--	--	--	--	--

118:25 119:3 124:2 152:12	180:5 195:14 <b>sorted (1)</b> 97:2	<b>state (4)</b> 83:13 97:21 113:19 167:7	84:19 93:21 119:11 119:12 120:9	118:20 120:2,6 122:2 125:1,2,3 150:3 152:22	<b>talked (5)</b> 7:9,19 10:9 53:16 144:15	127:15 129:22 133:6 136:14,16 137:3 138:5,11,18 143:22 144:16 145:3,21 146:7,16 146:25 147:6,11,20 147:21,24,25 149:1 149:4 159:19 173:14,17 174:6 175:14 176:14 177:11 178:5,7
<b>site (2)</b> 134:24 135:11	<b>sorts (2)</b> 108:15 171:12	<b>stated (1)</b> 140:4	<b>store's (3)</b> 53:22 87:12 121:23	<b>superior (1)</b> 74:3	<b>talking (24)</b> 2:2 6:20 18:25 38:3 60:8 65:4 68:2 69:18 78:21 84:10 85:7 95:2 135:6 138:22 148:9 157:21 162:9 162:17 165:12,20 173:3 177:6 179:15 194:21	<b>tests (6)</b> 40:18 44:7 64:22 77:20 98:14 117:17
<b>sitting (1)</b> 145:7	<b>SOS (1)</b> 90:11	<b>statement (24)</b> 1:10 2:22 8:5,14 19:14 45:16,18 51:22 77:6,13 81:22 107:5 125:9 126:1 130:9 135:23 146:18 177:18 181:17 182:15,16 183:23 185:20,21	<b>story (1)</b> 148:13	<b>supervise (1)</b> 135:9	<b>text (1)</b> 200:8	
<b>situation (10)</b> 93:5,11 97:19 131:12 160:22 163:15 172:14 174:8 177:8 195:21	<b>sought (1)</b> 8:8	<b>states (1)</b> 156:8	<b>straightforward (1)</b> 170:16	<b>supervising (1)</b> 134:20	<b>thank (5)</b> 13:20 24:3 118:7 128:5 139:18 <b>thanksgiving (1)</b> 108:6	
<b>situations (1)</b> 33:7	<b>Southwell (4)</b> 72:8,15 72:24 73:6	<b>stay (1)</b> 150:9	<b>street (1)</b> 150:15	<b>supervision (5)</b> 134:10 135:4 136:22 137:3 143:23	<b>Thanks (3)</b> 87:2,3,19	
<b>six (15)</b> 12:5,6 38:2 64:9 78:6 99:16 110:8 117:24 118:5 179:4,13 180:14,15 180:17 187:16	<b>speak (6)</b> 22:9 72:20 75:7 115:15 203:20 203:22	<b>step (3)</b> 67:15 92:20 176:23	<b>string (1)</b> 86:14	<b>supervisor (1)</b> 135:11	<b>thing (11)</b> 24:9 28:17 30:7 47:17 81:5 85:9 112:23 120:16 133:21 188:7 203:21	
<b>skills (3)</b> 40:17,19 121:7	<b>speaking (15)</b> 4:4,12 4:13 5:19,21 16:11 82:14 104:6 169:19 169:24 170:5,11,14 172:21 197:16	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>strong (1)</b> 188:19	<b>support (24)</b> 59:22 84:19,25 85:1,2,4 89:5,12 90:7,12 91:3,15 93:8 94:19 94:20 95:1,3,5 118:13 124:12 128:23 134:2,4 154:19	<b>things (25)</b> 4:20 47:21 63:18 88:19 100:6 104:23 108:16 112:20 129:21 141:8 142:1 162:22 170:23 171:3,13,19 174:21 176:11 181:22 183:22 187:3 200:12,17 203:13,18	
<b>skip (2)</b> 5:24 67:21	<b>special (1)</b> 80:4	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>strongly (1)</b> 181:24	<b>supported (1)</b> 94:11	<b>think (135)</b> 1:4 3:23 4:18 6:13 10:15 11:23 14:9,16 15:19 16:15,19 20:3 28:20 35:16 35:16 36:19 41:6 47:1 49:11,13,14 49:19 51:10 53:8 54:15 57:10 58:13 58:15 60:15 63:12 70:16 73:6 78:16 80:8 82:23 84:17 85:8 86:19 88:21 88:22 92:2,24,24 93:8 95:22 99:15 109:21 110:2 112:11,19 113:25 114:4 115:18 118:12 121:12,13 121:19 123:18 125:6 126:14 127:11,12,19 130:13 132:1,20 136:4,21 138:1,22 141:23 144:12,13 152:11 153:6,7,10 153:12,13,14,24,25 154:6 155:16,17 157:20 163:13,16 163:18 173:2,3 174:7,11,17,18 175:7,21 176:3,4,8 176:18 177:9,16 178:14 181:5,6,12 182:22 184:16 185:22,24 186:3,14 187:14 188:1 191:1 191:4,20 193:12 195:15 196:10,10 195:15 196:10,10	
<b>skipped (1)</b> 87:5	<b>specific (1)</b> 45:4	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>structure (5)</b> 52:22 65:7 78:20 80:12 81:12	<b>supporting (4)</b> 16:20 16:21 90:6 94:14	<b>third (4)</b> 32:21 79:3 117:16 155:10	
<b>Slark (1)</b> 53:2	<b>specifically (1)</b> 78:18	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>structured (1)</b> 100:7	<b>suppose (5)</b> 14:21 128:4 141:9 151:21 189:11	<b>thoroughly (2)</b> 57:19	
<b>slightly (2)</b> 97:23 199:5	<b>Specsavers (32)</b> 4:25 8:8 17:7 21:24 23:7 23:12 28:13 29:8 30:23 31:6,8 38:1,6 40:3 41:3,13 42:9 42:11,13,15,20 48:8 50:6 62:8 85:15 87:9 93:23 95:24 151:10 152:2 172:4,24	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>Stuart (55)</b> 1:4,6,7,8 5:11 9:2 34:10 36:6 39:15 46:20,21 55:23 70:5 76:7 79:18 103:11 107:4 110:6 118:9 128:6 157:6 174:13,19 182:14,18,19,21,24 183:10 184:19 186:12 198:15,21 198:23 199:1,5,7 199:14,16,20,23,25 200:5,8,15,22 201:4,10,12,15,17 201:21 203:4,12 205:3	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>slipped (1)</b> 199:5	<b>spend (2)</b> 136:4 145:6	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>structures (1)</b> 98:13	<b>suspended (7)</b> 191:20 192:22 193:12,13 193:14,15,16		
<b>small (1)</b> 63:18	<b>spending (1)</b> 121:22	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>Stuart (55)</b> 1:4,6,7,8 5:11 9:2 34:10 36:6 39:15 46:20,21 55:23 70:5 76:7 79:18 103:11 107:4 110:6 118:9 128:6 157:6 174:13,19 182:14,18,19,21,24 183:10 184:19 186:12 198:15,21 198:23 199:1,5,7 199:14,16,20,23,25 200:5,8,15,22 201:4,10,12,15,17 201:21 203:4,12 205:3	<b>suspension (2)</b> 83:14 198:17		
<b>social (1)</b> 181:1	<b>spent (1)</b> 121:5	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>stuck (3)</b> 76:12,13 147:16	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOG (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>spirit (1)</b> 140:22	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>stuff (2)</b> 10:9 53:16	<b>suspension (2)</b> 83:14 198:17		
<b>small (1)</b> 63:18	<b>sponsored (1)</b> 121:22	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>subject (6)</b> 6:17 48:3 83:1 91:5 105:10 193:25	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>snow (1)</b> 115:5	<b>spoke (11)</b> 5:20,21 11:25 12:18,20,21 18:11 68:23 72:22 76:20 198:3	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOG (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>spirit (1)</b> 140:22	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>spoke (11)</b> 5:20,21 11:25 12:18,20,21 18:11 68:23 72:22 76:20 198:3	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:15 111:16,23,25 112:1 112:4,24 113:5,7 121:4 135:1 171:20 171:21 173:25 174:1 178:24 179:13,13,15,18,19 179:24 180:8,9,14 180:16,18,21 184:21,22,23 185:18,23 186:21 187:15,16,22 192:2 195:7,11,19 196:4 196:6,6 197:16,24 198:2,4,5,12,17	<b>stop (9)</b> 50:2,4 55:15 60:7 63:13 89:22 99:21,22 127:17	<b>submit (1)</b> 35:10	<b>sure (16)</b> 3:22 14:6 55:18 81:24 85:16 89:6 110:13 118:23 119:11 133:23 134:7 151:23 152:16 161:23 185:25 186:18		
<b>SOB (46)</b> 3:6 5:8 14:14 15:6,7 23:25 25:17 25:18 26:1,10 32:25 34:22 36:17 63:14 72:7,18 73:1 84:23 88:19 90:2,9 90:11 127:14 138:24 160:15 172:4,20,25 173:15 177:4,7,20 178:16 186:7 190:2,10,24 191:1,5,7,22 194:16,22 196:14 196:24 197:10	<b>staff (58)</b> 45:21 47:8 48:10 53:4 73:1 96:5 109:6 111:					

November 7, 2014

57:23 <b>thought (25)</b> 9:9 10:17 12:2,6 14:18 15:22 15:24 44:13 49:17 57:8,9 70:24 82:10 109:10,12 127:13 129:18 130:14 141:24 144:25 161:7 163:21 172:21 184:5 196:3 <b>thoughts (1)</b> 13:20 <b>thread (1)</b> 21:8 <b>threaten (1)</b> 160:24 <b>threatened (2)</b> 82:17 161:2 <b>threatening (2)</b> 162:18 167:8 <b>three (21)</b> 4:9 14:10 48:19 62:25 70:10 77:11,20 78:25 82:25 89:4 98:3,15 119:21 120:11 137:14 138:23 160:15 175:5 180:21 185:17 190:23 <b>thrust (1)</b> 53:20 <b>Thursday (4)</b> 72:2 140:18 150:4 188:12 <b>Thursdays (1)</b> 100:18 <b>ticket (1)</b> 110:4 <b>tickets (2)</b> 171:19,23 <b>ticking (1)</b> 104:22 <b>Tidmass (2)</b> 112:1 180:19 <b>time (107)</b> 4:14 7:5 10:11,20 13:2 14:10 16:12 20:8 20:22 21:13,23 22:15,22 23:4 24:25 32:4,10,15 33:25,25 35:18 38:5 39:18 43:5 49:14 53:7 54:1 55:17 56:3 57:10 57:18,22 66:12 68:24 69:21 70:20 73:19 77:15 81:3 84:12 93:8 95:23 96:21,24 97:7,10 99:7 100:1 104:11 104:13 105:9,15 106:22 110:15 112:20 114:4,8 117:18,23 119:1,14 121:13,19,22 123:1 124:8,20 125:5 132:3 136:4 140:14 140:17,21 141:5,18 142:2 143:6,8,11 145:7,16 148:13 156:8,25 158:9 160:23 161:12 162:8,11 163:9,13 169:1,7 174:18 175:12,24 176:5,8 186:3 193:1 194:21 196:7 198:15 200:17 201:3 202:3 202:24 <b>timeframe (1)</b> 24:12 <b>times (6)</b> 5:20 61:5 89:4 105:6 144:12 176:19 <b>timescale (1)</b> 20:7 <b>timescales (1)</b> 164:18 <b>timetable (3)</b> 198:24 199:3 203:10 <b>tit (1)</b> 156:3	<b>title (3)</b> 38:16,20 84:18 <b>today (11)</b> 35:25 36:2 63:10 83:19 86:5 140:7,15 168:8,19 182:18 187:13 <b>toke (3)</b> 192:6,15,17 <b>token (3)</b> 120:18 167:16,19 <b>told (29)</b> 11:4 13:12 14:6 40:3 61:20 71:7 81:23 82:5 83:2 115:10,25 141:14 149:10,13 152:25 160:17 180:10 188:5 195:5 195:7,13,13,17,20 195:21 196:2,6 197:24,25 <b>tomorrow (1)</b> 87:21 <b>top (1)</b> 102:18 <b>topic (1)</b> 61:8 <b>totally (2)</b> 121:7 167:16 <b>touched (1)</b> 183:13 <b>town (1)</b> 150:14 <b>Tracey (2)</b> 180:18 195:15 <b>traded (1)</b> 117:19 <b>trainee (3)</b> 134:11 135:4,7 <b>transcript (1)</b> 183:6 <b>transfer (9)</b> 2:25 18:23 25:16 26:1,3,17,24 31:6 164:16 <b>Transfers (1)</b> 18:19 <b>transition (2)</b> 16:19 95:5 <b>treated (2)</b> 24:4,6 <b>trial (4)</b> 109:23 110:7 110:22 112:3 <b>tried (2)</b> 133:9 193:16 <b>trigger (1)</b> 176:15 <b>triple (1)</b> 77:4 <b>true (9)</b> 22:1,4,18 24:15 83:8 110:11 114:16 127:18 146:23 <b>trust (1)</b> 164:10 <b>truth (2)</b> 182:23 188:4 <b>try (5)</b> 14:1 63:15 64:9 64:15 167:3 <b>trying (10)</b> 25:21 36:18 76:1 112:11 136:1 141:25 156:13 159:12 179:12 199:8 <b>Tuesday (3)</b> 63:5 111:16,17 <b>Tuesdays (11)</b> 110:22 110:23 111:4 112:10 115:19 118:1 123:8 125:1 125:2,4 150:3 <b>turn (4)</b> 63:16 80:11 80:20 104:3 <b>turned (1)</b> 96:22 <b>turning (1)</b> 77:8 <b>twice (4)</b> 39:13 108:24 157:15,18 <b>two (41)</b> 22:21 23:25 38:1 50:20 51:12 60:5,11,14 67:21 67:24 68:4 70:9 77:7 79:2 89:21 96:22 106:13 108:13 112:4 120:6 121:5 124:5 130:1 134:15 138:15 139:20 157:10	165:5 168:16 172:6 178:12 184:20 185:8,10,18 190:18 192:2 198:2 200:20 200:23 202:7 <b>typically (2)</b> 58:19 77:15 <b>T-O-K-E (1)</b> 192:18  <b>U</b> <b>ulterior (4)</b> 62:16 67:24 68:3 174:25 <b>ultimately (4)</b> 68:12 84:14 177:10,12 <b>unable (5)</b> 107:14 115:5,6 137:11 140:20 <b>unacceptable (3)</b> 60:7 168:14,22 <b>uncomfortable (6)</b> 182:5 183:15 184:24 185:13 193:21 194:5 <b>unconditionally (1)</b> 144:9 <b>underlined (1)</b> 118:17 <b>underlying (2)</b> 182:20 183:2 <b>understaffed (1)</b> 111:4 <b>understand (36)</b> 12:22 18:18 22:8,14 34:15,17 42:8,16 43:3 44:12 46:11 49:14 56:14,16,18 93:20 94:6,9,16 127:1 128:2,3,15 137:18 139:12,25 145:25 146:1,3,11 147:15 157:11 162:2 184:6 185:10 196:1 <b>understanding (12)</b> 29:10 40:16 41:17 50:5 74:2 99:20 140:1 147:19 148:24 149:5,8 197:17 <b>understood (1)</b> 79:9 <b>undue (2)</b> 83:21 84:6 <b>unfair (1)</b> 192:25 <b>unfounded (5)</b> 181:25 182:1,2 183:7,8 <b>unhappy (2)</b> 63:12,13 <b>unilaterally (1)</b> 159:6 <b>unmade (1)</b> 190:1 <b>unnecessarily (1)</b> 159:7 <b>unnecessary (1)</b> 84:5 <b>unpaid (1)</b> 158:8 <b>unreasonable (2)</b> 33:10 154:17 <b>untouchable (1)</b> 180:1 <b>untrue (2)</b> 61:21 183:3 <b>unusual (1)</b> 33:2 <b>upheld (11)</b> 153:8,12 154:14 155:7,11,16 155:22,25 156:14 164:2 183:21 <b>uphold (1)</b> 156:15 <b>uppermost (1)</b> 203:21 <b>upset (8)</b> 82:14,17 160:25 167:7 168:4 171:20 197:19 198:13 <b>urgent (2)</b> 66:6 67:18 <b>use (6)</b> 7:1 55:6 86:6 96:13 172:23 176:14 <b>uses (1)</b> 103:16	<b>usual (2)</b> 52:12 62:8 <b>usually (1)</b> 50:7 <b>utmost (1)</b> 33:4  <b>V</b> <b>valuable (2)</b> 33:13 59:8 <b>value (1)</b> 65:15 <b>variation (1)</b> 28:22 <b>various (3)</b> 11:14 81:20 144:17 <b>vastly (1)</b> 31:18 <b>venture (13)</b> 22:21 47:6 48:8 84:1,3,4 84:12 93:21 94:2,4 94:12 124:23 167:2 <b>venue (1)</b> 188:21 <b>verbally (1)</b> 161:1 <b>version (5)</b> 7:1 95:22 96:13 98:3 139:23 <b>vibe (1)</b> 141:12 <b>victimisation (1)</b> 180:5 <b>victimising (1)</b> 191:14 <b>view (9)</b> 14:19,20 57:24 66:9,15 72:9 94:23 96:21 198:14 <b>views (1)</b> 66:10 <b>Visionplus (9)</b> 8:18 18:15,20 27:5 28:2 28:13 31:8 37:20 38:5 <b>visit (1)</b> 89:4 <b>visited (1)</b> 65:7 <b>vote (3)</b> 46:7 149:16 190:20 <b>voted (5)</b> 46:12 47:12 190:14 191:3,9  <b>W</b> <b>wait (1)</b> 167:21 <b>waited (2)</b> 156:10,14 <b>waived (1)</b> 41:13 <b>walk (1)</b> 1:18 <b>walk-in (3)</b> 83:5,6,8 <b>want (24)</b> 3:22 17:10 44:22 52:20 56:23 60:21,25 62:11 68:5 79:19 80:19 80:20 103:23,24,25 104:18,19 112:7 132:9 158:13 177:19 178:4 194:15 195:3 <b>wanted (24)</b> 12:3,13 41:3 61:13,15 62:5 66:2 71:16 80:9 89:15 107:15,22 138:8 162:25 174:19,21,24 176:7 184:6 194:24 195:1 195:5 197:18 200:23 <b>wanting (2)</b> 117:3 170:16 <b>wants (6)</b> 6:4 65:12 68:12 158:16 175:19 190:2 <b>warn (1)</b> 109:1 <b>wasn't (57)</b> 4:14 7:2 16:9 17:9,16 18:22 33:21 36:10 39:21 40:24 41:10 54:15 65:24 67:4 79:19 80:2 82:2 90:14 97:8 105:12 106:6 107:22 109:4 110:11 113:21,21 114:3 115:20 117:19 121:11,15	125:3,6 126:9 128:8,15 130:13 137:12 138:20 141:14,14,20 142:21,25 143:11 144:8,20 148:3,6,7 149:2 153:13 176:16 180:7 190:24 194:21 197:7 <b>wasted (2)</b> 57:18,22 <b>watch (1)</b> 55:3 <b>watertight (1)</b> 134:8 <b>way (41)</b> 37:18 52:12 56:1 58:11 64:22 70:3,4,13 82:1,14 82:20 100:6 103:6 104:17 105:14 118:16 122:8,23 141:9 144:20 161:20 162:3 166:20 167:12 176:13 177:8,9,10 179:18 182:3,3,10 182:25 183:2,11,13 183:19 187:5 188:5 188:6 190:22 <b>ways (2)</b> 89:18 120:19 <b>Wednesday (2)</b> 140:19 150:4 <b>week (76)</b> 1:18 12:6 12:14 23:5 38:22 38:23 51:4 59:6 61:4,14 62:14 63:8 63:16 64:9,12,14 66:22 67:13,16,19 67:20 71:12,14,16 71:19,22 72:12 76:4,15,23 77:21 78:2,2,3,4,8,8,11 78:12 79:7,11,13 79:17 80:2 97:9 106:7,11 107:20,22 118:3,22 122:19 136:14 137:22 138:11 144:2,4,6 144:11,19,25 145:2 145:21 146:9,13 147:18 148:16,20 148:22,23 149:1,6 149:17 150:5 168:9 202:23 <b>Weekdays (1)</b> 118:1 <b>weekend (1)</b> 203:20 <b>weeks (7)</b> 45:19 66:25 78:5,6,7 79:14 82:25 <b>week's (1)</b> 101:16 <b>welcomed (3)</b> 45:24 48:23 56:6 <b>welfare (1)</b> 136:3 <b>went (12)</b> 21:20 41:18 41:21 47:9 54:4 84:14 100:6 143:16 188:16 195:16,18 195:19 <b>weren't (23)</b> 4:15 9:11 9:14,16 12:25 13:2 23:7 32:10 39:18 62:20 65:5 114:5 114:22 116:5 122:10 123:23 134:23 141:6 153:8 167:5 170:25 174:12,13 <b>we're (1)</b> 202:16 <b>we've (4)</b> 144:15,16 176:11 199:5 <b>whatsoever (2)</b> 23:10 90:16	<b>wheel (1)</b> 115:8 <b>whilst (15)</b> 21:18 32:25 33:13 53:2 98:23 110:22 116:15 117:21 118:23,24 119:4 120:4 164:2 197:1 198:10 <b>whitewash (1)</b> 170:6 <b>wife (20)</b> 22:22 69:10 117:14,21 118:23 119:4 120:4,7,13 123:14,16 124:1,7 124:12,25 152:1,8 152:11,20,21 <b>wife's (7)</b> 117:6 121:24 124:13,16 151:4 154:17,21 <b>willing (2)</b> 12:14 164:7 <b>willingness (1)</b> 27:22 <b>win (1)</b> 63:22 <b>wish (5)</b> 62:3 77:9 112:9 123:16 166:5 <b>wished (5)</b> 98:17 125:1 143:8 186:21 187:25 <b>wishes (1)</b> 177:4 <b>withdrawing (1)</b> 190:16 <b>withdrawn (2)</b> 57:25 58:5 <b>withdrawals (1)</b> 190:3 <b>withheld (1)</b> 159:17 <b>withholding (2)</b> 159:5 159:12 <b>witness (17)</b> 1:10 2:22 8:5 19:14 39:24 45:16,18 51:22 77:6 107:4 125:9 126:1 130:9 146:18 181:16 182:15 183:23 <b>witnesses (2)</b> 200:3 202:3 <b>wonder (1)</b> 5:1 <b>word (8)</b> 62:5 76:12 76:13 128:12 172:23 175:4 181:18 186:10 <b>wording (1)</b> 143:19 <b>words (2)</b> 21:21 156:18 <b>work (30)</b> 9:1 14:22 15:24 19:5 22:5 36:1,1 40:19,20 46:22 63:24 65:9 78:4 80:9 112:5,8 115:8 116:11,20 117:15 119:12 125:16 127:1 135:10 154:17 161:1 181:2 192:25 194:12 201:13 <b>worked (14)</b> 21:13,17 21:21 69:13 78:7 78:11 111:23 114:18 118:2 120:6 122:1 123:12 150:1 195:3 <b>working (30)</b> 21:18,23 24:19 33:11 38:22 38:23 46:24 50:21 52:12 60:14 65:12 112:18 113:19,25 114:14 116:4,6,16 116:25 119:15 120:4 122:1 124:25 125:17 127:6 154:15 164:13 178:10 193:21	194:22 <b>works (4)</b> 64:22 77:11 116:10,22 <b>worry (2)</b> 145:17 195:23 <b>Wotton (3)</b> 180:20 193:22 195:9 <b>wouldn't (5)</b> 121:25 131:1 156:4 189:6 197:20 <b>would've (1)</b> 170:21 <b>write (8)</b> 52:14,18 72:1 86:17 88:10 99:6 180:13 194:8 <b>writes (4)</b> 21:4 28:25 57:15 159:18 <b>writing (30)</b> 4:24 20:15 21:6 25:4 62:19 63:3 72:16 73:20 86:2 88:24 91:24,25 92:1,7 101:13,13 102:17 103:2,4 105:1,1,22 106:11 128:3,7,9 128:22 144:8 169:8 169:11 <b>written (31)</b> 15:12 39:20 44:24 48:9 48:24,25 51:20 60:13 67:9,10 70:7 76:24,24 87:4 88:6 92:10 93:1,6 100:16,24 109:22 116:25 128:16 139:15 140:19,20 176:24 186:13,19 192:5,14 <b>wrong (5)</b> 10:15 126:21 162:3 183:5 197:20 <b>wrongful (1)</b> 133:11 <b>wrote (21)</b> 28:18 49:14 69:20 70:24 87:6 98:2 106:5 161:25 162:1,5 166:15,17,23 167:24 168:5 172:3 179:6 185:22,22 191:22 192:1 <b>w/c (1)</b> 53:12  <b>Y</b> <b>year (15)</b> 4:18 10:24 15:21 29:4 66:25 78:5,8,9,13 79:14 80:3,6 117:9 146:10 154:22 <b>years (13)</b> 23:14 33:12 35:10,15 70:10 82:25 111:24 124:6 130:14 133:15 160:16 172:9 174:1 <b>yesterday (9)</b> 1:14,21 10:1 33:22 160:8 160:11,16 168:18 194:12 <b>young (1)</b> 124:5  <b>O</b> <b>01375 (1)</b> 118:10  <b>1</b> <b>1 (14)</b> 52:22 57:16 58:14 59:4 81:5 88:15 115:4 119:19 119:20 140:1 144:6 154:9 205:2,3 <b>1,000 (1)</b> 79:14 <b>1.01 (1)</b> 106:25
--	--	--	--	---	---	--



10 (4) 53:3 86:22  
117:19 204:1  
10,000 (2) 17:8 78:13  
10.30 (4) 1:2 203:18  
203:23 204:1  
100 (2) 52:1 85:17  
11 (1) 21:4  
11.44 (1) 55:20  
11.52 (1) 55:22  
1197 (2) 4:23 5:2  
12 (21) 2:23 3:5,5 11:9  
95:18 106:7,9,11  
142:12,13,24 143:6  
144:24 145:24  
146:6 147:5,22,23  
148:1,2 199:17  
12th (1) 145:20  
12,000 (1) 79:14  
12/7/2009 (1) 169:12  
1209 (1) 3:12  
1210 (2) 5:24,24  
1215 (1) 6:25  
1217 (3) 2:23 6:25  
7:14  
1218 (1) 11:11  
1228 (1) 9:20  
1231 (2) 13:17 15:2  
1233 (1) 16:5  
125 (4) 78:4,7,24 79:2  
1259 (3) 62:22,22,23  
1262 (4) 62:18,19,20  
64:25  
13 (4) 121:15 142:13  
142:14 143:2  
13(ii) (1) 27:19  
1379 (3) 21:4,5,8  
1380 (1) 21:6  
14 (11) 118:16 122:11  
122:15 125:22  
127:7 129:3,8,19  
140:5 142:14 143:2  
14th (1) 123:5  
14-page (1) 42:18  
1413 (1) 23:23  
1414 (2) 23:25 24:1  
1421 (4) 25:8,10,12,22  
1422 (1) 25:21  
1456 (2) 27:13,18  
1457 (1) 28:6  
1488 (2) 28:23 31:12  
1494 (1) 32:6  
1496 (1) 32:12  
1497 (1) 35:1  
15 (5) 1:10 2:21 26:9  
150:13 200:6  
1510 (2) 36:9 37:15  
1519 (2) 38:9,14  
1527 (1) 39:3  
1530 (1) 40:2  
1533 (1) 47:1  
1536 (2) 45:13 47:23  
1537 (1) 49:19  
1538 (1) 50:11  
1539 (3) 50:11 54:20  
56:22  
1540 (3) 44:18,19 45:2  
1544 (2) 57:15,16  
1546 (1) 58:23  
1547 (1) 59:2  
1548 (1) 59:10  
1554 (6) 59:21 60:11  
71:9 72:17 73:4,8  
1561 (3) 72:1,4,17  
1562 (3) 73:20 74:18  
80:14  
1573 (1) 81:17  
1574 (3) 81:17,18  
82:11  
1575 (1) 83:12  
1581 (1) 87:5

1585 (1) 85:18  
1586 (1) 86:2  
1587 (1) 86:1  
1588 (1) 86:2  
1590 (2) 86:12 87:20  
1591 (2) 86:20 87:17  
1593 (1) 88:10  
1594 (1) 88:11  
1596 (1) 88:23  
16 (6) 1:17 8:16 95:23  
114:20 119:20  
135:8  
1608 (2) 91:3,3  
1629 (3) 93:13,15,18  
1672 (1) 95:21  
1675 (2) 96:11,14  
1676 (1) 98:3  
1677 (1) 98:6  
1683 (3) 105:18,18  
106:12  
1688 (1) 100:3  
1690 (1) 100:12  
1693 (1) 100:22  
1694 (3) 101:11 102:2  
102:11  
1695 (1) 102:18  
1696 (1) 104:5  
17 (12) 8:18 23:24  
28:7 31:25 38:12  
40:3 42:12 43:16  
47:12 55:4 62:25  
64:5  
1761 (2) 110:5,6  
177 (2) 42:10,17  
18 (10) 9:18 10:1,3  
11:10 45:17,17  
65:1 105:19 107:7  
114:23  
18/19 (1) 88:20  
1815 (5) 114:20,24  
128:6,11,11  
1841 (2) 118:15  
119:18  
1880 (1) 118:16  
189 (1) 42:18  
19 (4) 9:20 46:1,11  
139:15  
19,000 (1) 83:17  
190 (5) 41:25 42:2  
43:12,14,22  
1934 (2) 111:9,11  
1945 (1) 113:5  
1950 (2) 113:4,6  
1951 (2) 113:2,14  
1962 (1) 113:23  
1977 (2) 125:13  
126:21  
1996 (2) 108:4,4

---

2

2 (13) 3:24 54:21  
88:16 98:7,9  
106:23 115:4 116:8  
117:19 167:24  
168:5 194:8 197:5  
2,000 (2) 76:22 79:5  
2,500 (1) 36:5  
2.00 (1) 107:2  
2.49 (1) 119:21  
2.56 (1) 119:22  
20 (9) 11:11 16:14  
19:1,16 46:17 53:3  
63:1 119:7 146:14  
20th (1) 143:7  
20-minute (1) 150:13  
2000 (2) 42:12 43:16  
2003 (1) 23:20  
2003/2004 (1) 23:21  
2006 (6) 130:4 158:4  
161:16 163:9,11

168:21  
2007 (3) 4:17 5:22  
25:19  
2008 (41) 1:11,15,16  
1:17,19 5:3 8:18  
9:1 16:14 20:4 25:8  
28:25 34:6,9,11  
38:12 42:6 44:18  
46:18 62:25 69:6  
83:15,15 88:20  
90:3 95:23 97:18  
98:1 106:6,11  
107:6 109:21 110:2  
123:20 144:6,24  
145:20 147:5 148:2  
148:2,4  
2009 (30) 110:20  
112:23 113:20  
114:1 117:7 126:17  
126:19,21,24 127:1  
127:7,18 135:7,8  
139:2 142:12,13,14  
144:3 146:10,14  
148:6,8 151:19  
152:10 153:2  
154:23 155:1  
161:16 170:23  
2010 (5) 70:11 176:7  
179:6 189:22  
198:16  
2014 (2) 1:1 204:1  
2049 (1) 142:5  
21 (2) 77:13,14  
2196 (2) 139:14,14  
22 (3) 77:6,13,19  
2204 (1) 136:22  
2205 (1) 136:23  
2206 (4) 136:21,23  
137:13 139:5  
2208 (1) 136:24  
2209 (1) 145:12  
2277 (1) 126:17  
23 (11) 20:17 46:22,24  
47:13 125:11,14  
126:21,24 127:1  
129:11 191:21  
23rd (2) 48:16,18  
25 (7) 25:8,12 27:3  
42:6 101:17,18  
158:21  
25th (2) 102:3,4  
250 (3) 77:16 78:12  
79:4  
2501 (2) 153:22,22  
2504 (1) 154:7  
2505 (1) 155:10  
2506 (2) 155:17,18  
2511 (2) 156:2,5  
2532 (2) 163:23,25  
2549 (1) 157:25  
2550 (1) 158:15  
2556 (1) 158:23  
2558 (1) 159:2  
2563 (1) 159:18  
2570 (2) 160:2 166:16  
2577 (2) 167:24 168:1  
2581 (2) 169:5,5  
26 (6) 27:13 28:25  
46:18,22 47:18  
110:2  
26th (1) 54:7  
26.07.08 (1) 50:12  
2617 (1) 170:25  
2618 (2) 171:2,15  
2631 (2) 172:2,6  
2632 (2) 172:18 175:4  
27 (2) 13:18 158:23  
27th (1) 48:1  
2725 (2) 177:23,24  
2726 (1) 178:11

2730 (1) 178:9  
2732 (1) 178:6  
2780 (1) 178:22  
2781 (1) 178:22  
2783 (1) 178:20  
28 (2) 53:12 135:7  
2811 (2) 181:13 186:9  
2829 (1) 181:11  
2897 (1) 189:12  
29 (3) 185:21 188:13  
188:19  
2903 (2) 189:11,22  
2911 (2) 190:1,9  
2912 (2) 190:2,18  
2913 (1) 191:11  
2926 (2) 191:21  
192:11  
2927 (1) 193:18  
2939 (1) 193:24  
2949 (2) 196:19,22  
2951 (1) 194:8

---

3

3 (5) 54:21 100:17  
116:12 156:5 160:2  
3,000 (2) 83:19 97:22  
3.15 (1) 157:2  
3.19 (1) 157:4  
3.5 (3) 75:1 76:4 80:19  
30 (3) 44:23,24 53:3  
30,000 (1) 31:16  
31 (1) 81:21  
32,000 (2) 35:23 80:6  
32,500 (4) 3:2 7:17  
17:17 31:5  
34 (2) 119:19,20  
36 (4) 107:5,7,11,11  
37 (1) 107:25  
38 (2) 108:18,21  
389740 (1) 118:11  
39 (1) 110:19

---

4

4 (23) 3:17 4:4 5:3,19  
54:21 59:21 62:1  
63:8,24 72:16 76:4  
100:16,18 116:17  
140:5 142:16,16,21  
142:22,25,25 143:1  
143:1  
4.25 (1) 203:24  
4.5 (1) 61:4  
4.59 (1) 88:6  
40 (1) 150:1  
41 (1) 110:19  
42,000 (22) 3:2 7:21  
10:23 17:4,10,18  
19:2,7 29:4 31:5  
33:19,23 34:5,17  
35:20,22 36:2  
38:22 45:10 76:2  
80:3 117:9  
42,500 (1) 18:14  
44 (1) 125:10  
45 (3) 129:25 130:9  
169:15  
46 (3) 129:25 130:25  
131:3  
47 (2) 131:19 133:5  
48 (3) 78:7 79:13  
133:5

---

5

5 (9) 5:25 6:11 25:13  
54:21 55:1 63:15  
116:23 118:8 179:6  
5th (2) 64:1 100:19  
5,000 (1) 78:9  
50 (6) 25:16 26:24

36:7 40:4 69:23  
89:17  
50,000 (1) 36:4  
51 (2) 136:6,9  
52 (1) 78:5  
53 (3) 136:9,9 146:18  
54 (2) 126:1 149:20  
55 (3) 149:20,25 150:1  
56 (1) 150:20

---

6

6 (5) 20:8 21:2 63:16  
117:2 150:6  
6.5 (1) 30:24  
60,000 (3) 7:3 36:3  
76:2

---

7

7 (12) 1:1 72:2,4,18  
73:12 136:24 142:8  
143:17,18 169:11  
172:3 178:11  
7th (3) 169:12,15  
199:17  
74,000 (1) 83:18  
79 (1) 181:16

---

8

8 (1) 162:12  
8,000-and-whatever...  
164:24  
8,705 (1) 161:20  
8,705.61 (4) 158:2,8  
159:23 178:8  
80 (1) 181:17

---

9

9 (6) 107:12 119:19  
126:17,19 150:6  
178:6  
9th (1) 100:18  
9,000 (1) 164:3  
90,000 (1) 83:20  
93,500 (1) 83:17