SLAPP's

Presented by

Paul Carlier

I need to make it clear that:

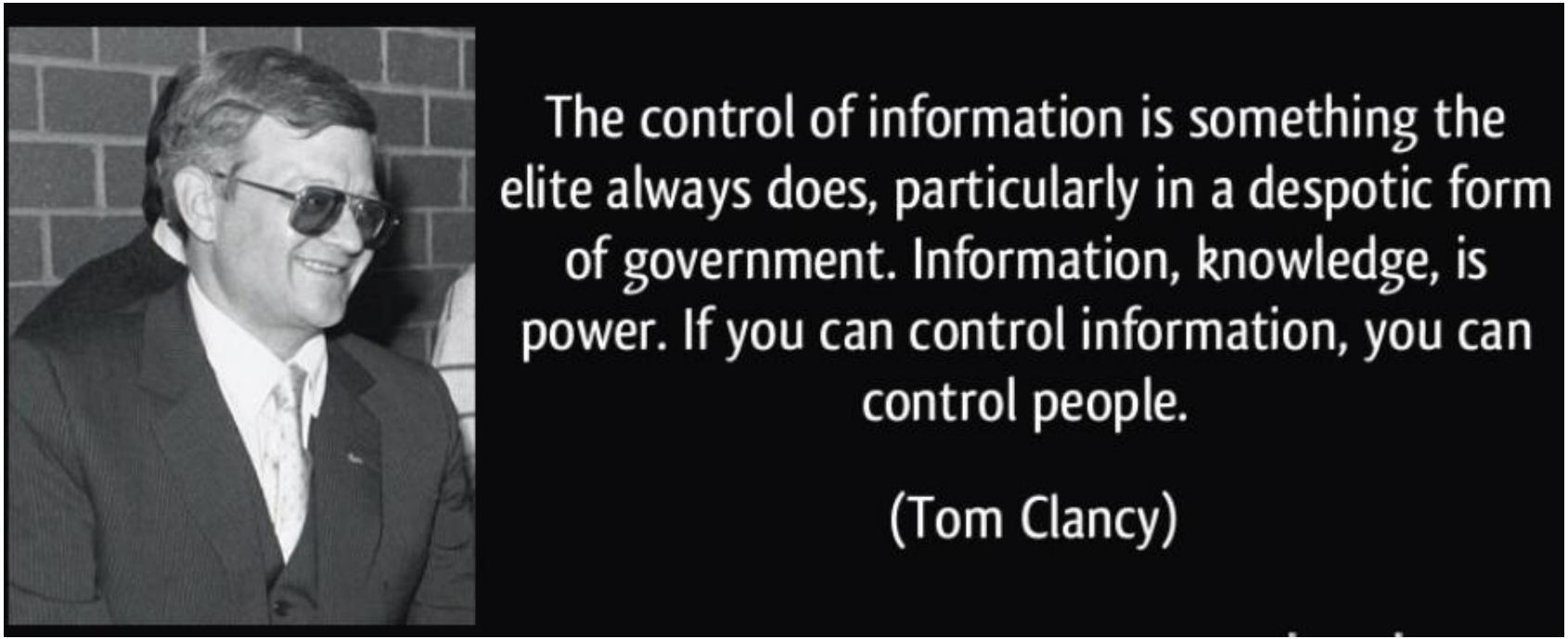
a) I never make an allegation or complaint unless I believe that I am right

and

b) I never make an allegation or complaint unless I believe that I have the evidence to demonstrate or prove it

That applies to this presentation.

If I am expressing an ‘opinion’ or a conclusion, then I will establish that, and the grounds and/or evidence for drawing that conclusion.


The control of information is something the elite always does, particularly in a despotic form of government. Information, knowledge, is power. If you can control information, you can control people.
(Tom Clancy)

SLAPP’s?

The term appears by design to be ‘lightweight’ and rather softens the severity of what they actually are and represent.

Malicious Communication

(A criminal offence under the Malicious Communications Act 1988)

POTENTIAL OFFENCES UNDER THE MALICIOUS COMMUNICATIONS ACT 1988

Under this area of law, malicious communications are communications from one person to another by letter, electronically, or an article of any description which conveys the following:

- A message that is indecent or grossly offensive
- A threat
- Information that is false and is known or believed to be false by the sender

This also includes any article or electronic communication that is of an indecent or grossly offensive nature.

The above only applies if the sender's purpose, or one of their purposes, was to cause distress or anxiety to the recipient. The mental state of the sender is a key element of the offence and the prosecution must prove their case beyond reasonable doubt. In other words, they must make the court or jury sure that a person intended, or one of their intentions was, to cause distress or anxiety.

A person found guilty could face a prison term not exceeding two years on indictment or up to 12-month custody at the Magistrates' Court.

Blackmail?

(A criminal offence under the Theft Act 1968)

21 Blackmail.

(1) A person is guilty of blackmail if, with a view to gain for himself or another or with intent to cause loss to another, he makes any unwarranted demand with menaces; and for this purpose a demand with menaces is unwarranted unless the person making it does so in the belief—

(a) that he has reasonable grounds for making the demand; and

(b) that the use of the menaces is a proper means of reinforcing the demand.

(2) The nature of the act or omission demanded is immaterial, and it is also immaterial whether the menaces relate to action to be taken by the person making the demand.

(3) A person guilty of blackmail shall on conviction on indictment be liable to imprisonment for a term not exceeding fourteen years.

Abuse of Legal Process

Good article on this by the Law Society can be found here:
https://www.lawsociety.org.uk/topics/business-management/slapps-and-reputational-risks

Strategic legal actions against public participation (SLAPPs) have featured frequently in the news recently.

SLAPP litigations form their basis in defamation law (but can also include issues surrounding privacy, confidentiality and data protection).

Unlike genuine defamation claims – which typically arise out of an attempt to protect or repair the claimant's damaged reputation – SLAPPs go further, aiming to prevent lawful investigations and discussions about matters of public interest.

The government defines SLAPPs actions as "an abuse of the legal process, where the primary objective is to harass, intimidate and financially and psychologically exhaust one's opponent via improper means".

Solicitor’s Regulation Authority

Abuse of the litigation process

This involves the use or threat of litigation for reasons that are not connected to resolving genuine disputes or advancing legal rights. Purposes can include harming commercial competitors, silencing criticism or stalling another process. The aim is to use the threat of cost or delay to achieve these outcomes.

Solicitor’s Regulation Authority

Taking unfair advantage

In advancing a client's interests, solicitors must be careful not to take unfair advantage of the opponent or other third parties such as witnesses. Special care is needed where the opponent is unrepresented or vulnerable. Solicitors will need to consider this duty in all cases, but particularly when faced with a party showing a simple lack of legal knowledge or obvious procedural misunderstandings.

There can be a fine line between proper defence of the client's interest and taking unfair advantage of others, usually highlighted by any form of deceit or misinformation.

Indicative behaviour 11.7 in the Code of Conduct highlights that taking unfair advantage of an unrepresented party's lack of legal knowledge shows a failure to comply with duties to others. Special care should be taken when corresponding with lay or vulnerable opponents not to take advantage or use language that might intimidate them.[8] Regulatory breaches can arise from any oppressive or domineering tactics, regardless of whether misleading information is included. These tactics include:

- overbearing threats of claims or poor outcomes
- legalistic letters to minors or others who might be vulnerable
- threats of litigation where no legal claim arises
- claims of highly exaggerated adverse consequences.

My own experience…..

This is not about me.

I am obviously going to use examples that I can testify to and prove with evidence.

However, these personal experiences have also been suffered by countless others, and I speak on their behalf. Be they a victim of financial wrongdoing, whistleblower or journalist

Lloyds Banking Group example

1. Forthwith comply, in all respects, with the confidentiality requirements set out in your contract of employment; and
2. Immediately surrender to the Bank any confidential informational you may have, including but not limited to client details and/or irretrievably delete these.

We trust you will be happy with these arrangements, and will provide the required undertakings. We should make you aware however that in the event you do not return all confidential information and/or confirm that you have irretrievably deleted this on or before 30 April 2015, the Bank reserves the right to record details of your conduct on relevant fraud prevention databases. Such information may be accessed from the UK and other countries and used by law enforcement agencies and by us and other employers (and potential employers) to prevent fraud.

We look forward to hearing from you by return.

Yours sincerely,

Moonbeever and their client (A Grant Thornton partner)

Invitation to retract Defamatory Statements

We hereby invite you to, by no later than **4pm on 19 March 2020**:

1. Retract the Defamatory Statements in writing to us and to the other addressees of your email (the "Retraction"); and

2. Confirm to us that you will not repeat the Defamatory Statements, nor make any additional statements including equivalent false statements, in any forum whatsoever (the "Confirmation").

Should you wish to make the Retraction and/or provide the Confirmation by email then it should be addressed to us at [redacted]@moonbeever.com and

[redacted]@moonbeever.com.

Remedies

Should you not make the Retraction nor provide the Confirmation by 4pm on 19 March 2020 then our clients (and [redacted] in particular) reserve the right to immediately seek relief in respect of any loss or damage arising to them in connection with the Defamatory Statements together with such interim relief as they deem appropriate. Please note that an application for an injunction is fortified by your stated intention to repeat the Defamatory Statements *"by any means or media I see fit"*.

In the case of any such proceedings our clients shall seek to recover their associated costs from you to the fullest extent possible in addition to damages.

Our clients look forward to receiving your retraction and confirmation by return and in any event by 4pm on 19 March 2020.

Moonbeever and their client (A Grant Thornton partner)

I have not made any defamatory statements and will not be making any retraction whatsoever and the FCA should accept this as my allegation of unlawful intent to threaten and intimidate a whistleblower with intent to gag or conceal.

You have until 4.00pm March 19th to either:

A) Immediately initiate the legal proceedings that you threaten in your letter

Or

B) Issue an apology for the unlawful threats and/or misunderstanding or misinterpretation on your part and that of your client.

Or

C) Perhaps you, your client or anyone else who has been posed the same questions could actually answer them and explain why none of the evidence presented represents the wrongdoing and criminality that is the subject to my protected disclosures and allegations made with a reasonable belief.

In the event that you initiate the proceedings you should be aware that I reserve the right to present any or all evidence relating to these cases that support my protected disclosures and allegations pursuant to them made with more than a reasonable belief.

If you choose to initiate unnecessary proceedings or seek unnecessary injunctions so as to further intimidate and introduce costs as leverage, I will not accept any liability for damages or any costs that you choose to rack up as a means of introducing this costs leverage.

I will address the remainder of your letter separately.

Regards

Paul Carlier

Moonbeever and their client (A Grant Thornton partner)

2. Email from [redacted] Partner at Moonbeever dated June 5th.
After submitting a DSAR request to the SRA to discover what Moonbeever had said to the SRA in response to my report of them. I discovered that Moonbeever had been less than honest with the SRA. When I challenged them as to their communications to the SRA, [redacted] replied with this email.

It is important to understand that between March 18th when I repied to their letter of same date that made the unlawful threats and afforded me 24 hours to comply with two unequivocal demands, and this email from [redacted] dated June 5th, that Moonbeever had steadfastly maintained their position and that of their clients, and continued to reserve their rights to action, and to have made the threats of action.

WHEREAS, in her email of June 5th [redacted] now states that my email of March 18th, that basically told them in no uncertain terms that I wouldn't be complying with either of their demands, and that pointed out deliberate false and/or misleading representations within their letter, made so as to engineer leverage and intimidation, *"was enough for our clients to take no further action"*.

A) There are no circumstances under which my email of March 18th could have been sufficient for their clients to consider that the threatened action was not required. My email refuses unequivocally to comply with either of their demands, both of which they had threatened I MUST comply with or face further action immediately. My email demands that they take the immediate action threatened.

B) Between March 18th and June 5th, Moonbeever and their clients maintain their position and arguments and make further reference to taking action against me. However, [redacted] email of June 5th, confirms that these were all knowingly false represenations and groundless threats or implications, because her client had instructed as of March 18th and my response, that no further action was warranted.

She, as a lawyer, and having made these threats in writing, has an obligation to inform me if her or her client's position has changed. She failed to do so until June 5th, despite her confirming that her client had accepted my email of March 18th as satisfactory.

She is therefore either lying on June 5th so as to avoid sanction by the SRA, or was lying to me between March 18th and June 5th.

Other Examples

- **THE BBRS** (Business Banking Resolution Service)
- **Osborne Clark** (Law firm to FT in 2019. Same law firm that sent SLAPP to Dan Niedle)
- **The FCA**

And

- Lloyds Banking Group Press Officer (supported by FCA press officer)

From: [redacted]@lloydsbanking.com>
Date: Wed, 18 May 2022 at 10:45
Subject: RE: FW: FX trading desk impropriety comment
To: [redacted]

Classification: Public

Hello [redacted]

Apologies – this took a little longer than anticipated, as a result of a combination of key people being caught up on AGM and needing to dig into matters from up to 8 years ago.

Below is our response

On the record statement

"In December 2015 an Employment Tribunal found that there was no substance whatsoever to the alleged whistleblowing raised by the claimant. The tribunal confirmed that the true reason for dismissal was redundancy, although the proper process for redundancy was not followed in that instance. During the employment tribunal, the judge noted that the individual did not make his allegations until his redundancy despite it happening many months beforehand and the judge determined that '*on the balance of probabilities we prefer the evidence of the [Group]'* and added that '*We consider that if this was the worst thing that [the individual] had seen in 25 years he would have raised the matter with compliance… However, he raised no complaint whatsoever until his redundancy. In the circumstances we accept the evidence of the [Group's] witnesses about this event.'*. The allegations the individual has raised were investigated fully at the time and no substance to them was found."

On background:

- The allegation was reviewed at the time and found to be unsubstantiated. If the individual has new evidence, then we would suggest that this is shared with the bank so we can review it and consider its merits.
- We do not believe the individual has any ability to commence litigation – this relates to matters concluded more than 6 years ago via the Employment Tribunal and as he was not the party who suffered the alleged loss, he has no ability to bring litigation regarding the alleged trade.
- We are not aware of the FCA undertaking any such review of this matter. We would, naturally, fully assist the regulator were any review to commence.
- We would suggest, with the number of twitter posts by the individual critical of the FCA's alleged inaction, that the only way this individual's statement that the FCA is investigating this can be considered credible enough to be published would be if there is confirmation from the FCA that they are indeed investigating.
- To publish that the FCA is investigating Lloyds without corroboration by the FCA that this is indeed the case would be an allegation that the Group would take extremely seriously, particularly as we have no reason to believe any such investigation has been launched.

EMPLOYMENT TRIBUNALS

To: Mr P Carlier
[redacted]

Contains Legal Documents

Victory House
30-34 Kingsway
London
WC2B 6EX
Office: 0207 273 8603
DX 141420 Bloomsbury

e-mail:
londoncentralet@justice.gov.uk

Date 17 August 2023

Case Number: 2212507/2023

Claimant		**Respondent**
Mr P Carlier	**V**	**1. Lloyds Banking Group**

Dear P Carlier,

ACKNOWLEDGEMENT OF CLAIM
Employment Tribunals Rules of Procedure 2013

Your claim has been accepted. It has been given the above case number, which you should quote in all correspondence.

I have sent a copy of your claim to the respondents. Any response will be copied to you. A respondent has 28 days in which to respond. If a response is not received or not accepted a judgment may be issued and the respondent will only be entitled to participate in any hearing to the extent permitted by the Employment Judge who hears the case.

I have also sent a copy of your claim to the Advisory Conciliation and Arbitration Service (Acas) whose services are confidential and free of charge. When a copy of your claim has been received by ACAS, a conciliator will contact you to start to explore possible settlement

A copy of the booklet 'Your Claim, What Happens Next' can be found on our website at www.gov.uk/government/publications/employment-tribunals-after-your-claim-is-accepted-t421

If you do not have access to the internet, a paper copy can be obtained by telephoning the tribunal office dealing with the claim.

Yours faithfully