

Ms Caroline Doyle

ACAS

London Region, Floor 22
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286 Euston Road
London NW1 3JJ

Ms Noëlle Rawé

(NB: This letter is longer than the original (8 pages) because I have increased the font size and line spacing; I have also added boxed comments, and changed the line numbering to continuous)

See also: my follow on letter of [17.08.08](#).

My [02.09.08](#) letter to the Employment Tribunal.
Discussed on [KPMG page # 16](#)

1 5 August 2008

2 Claim: Noëlle Rawé v KPMG LLP – Number 3200 936/2008; ACAS ref: 85680

3 (By 'Recorded Delivery')

4  **WITHOUT PREJUDICE**

5 Dear Ms Doyle,

6 Last week I spoke to Geoff Saunders, my contact at Unite the Union, explaining that I feel
7 highly prejudiced to be expected to negotiate with [KPMG](#) given that:

8 (1) It totally refutes [my claim](#):

- 9 • In its [22 May 2008](#) reply ¹ to my [17 January 2008](#) grievance it concluded "it has been
10 decided that your grievance should not be upheld".
- 11 • In its – [undated](#) – [ET3 response](#) to my [3 April 2008 claim](#) (posted to me by the tribunal on
12 [17 June 2008](#)), its opening statement reads "...the Respondent believes that the Claimant
13 has no reasonable prospect of success and therefore her claim should be struck-out".

14 (2) I cannot obtain its evidence in support of its position.

15 Indeed, it is clear from its attached initial reply of [11 July 2008](#) ² to my [1 July 2008](#) letter and
16 [Subject Access Request](#) of the same date (already supplied to you), that it will only partially
17 meet my requests – partly on the ground that the circumstances for supplying some of the
18 information should be in the context of standard disclosure.

19 Mr Saunders suggested that I nonetheless contact you to communicate the amount of
20 compensation I am looking for so that you can liaise with KPMG.

I should have added: 'then with me'– as Doyle did NOT - and continued going into silent mode

21 1 [KPMG ET3 reply](#)

22 Given the above, prior to doing this, I confirm that I have *absolutely no doubt in my mind* that I
23 have a valid claim against [KPMG](#) - and its reply provides further evidence of this: (references
24 indicated by ('point 'x'), refer to points in my [3 April 2008](#) claim).

¹ 22 May 2008 KPMG reply to my 17 January 2008 grievance

² 11 July 2008

25 Under **“IT Restrictions”, paragraph 6** – It states that Mr Ladsky first approached KPMG in
26 October 2006, and the next occasion was in January 2007.

27 **This had never been communicated to me.** The first time I was told he had approached KPMG
28 was on 30 March 2007 i.e. 5 months after the said initial contact - and it was positioned as
29 being very recent.

30 Furthermore, **I was only told about one of his (false) accusations** (that “[my] website contains
31 *anti-Semitic comments*”). (points 8, 10, 11)

What Andrew David Ladsky had also claimed to Kensington & Chelsea police that readily endorsed it, among other, in its so-called **“crime report”**; snapshot under Overview # 13

32 In the same paragraph, KPMG states ***“The Respondent could not ignore these allegations”***

33 **KPMG opts to not tell me anything**, yet states that it ***“could not ignore the allegations”***. So,
34 anybody can walk off the street into a KPMG office and make outrageous, scurrilous
35 accusations against an employee and, without giving the employee the chance to defend
36 herself / himself against the accusations, KPMG opts to take punitive actions against the
37 employee.

In my follow on letter to ACAS, of 17.08.08, I repeated my position that: **(1)- KPMG had failed to inform me that Andrew David Ladsky had approached it in Oct 06 and Jan 07; (2)- that it was refusing to communicate to me the *“allegations”* which, it claimed: it *“could not ignore”*.**

(NB: This is the **same morally depraved conduct** as that of the Kensington-Notting Hill police mafia that is processing 2 highly vicious, malicious, libellous so-called *“crime reports”* against me following fabricated ‘complaints’ against me by Ladsky - which it did NOT challenge – and in relation to which the police did NOT give me the chance to defend myself against...

...and even went as far as claiming that it had ***“No suspicion of false reporting”*** - even though it never contacted me to get my side of the story (Overview # 13 and # 16 ; my 17.10.11 Appeal Request in the context of my 19 Apr 11 Claim against the police).

Yes, that’s the KPMG that summarised its ‘Values’ as **“Above all, we act with integrity”**!

= **ALL part of the same VERY SICK tribe** (Persecution # 6) that perceives ‘the little people’ who ‘dare’ stand-up to them and their mates for their so-called ‘rights’, as non-entities who do not have the right to have rights, there to be used, abused and tormented at will – BY ALL (Overview # 19).

38 It also states ***“...the Respondent decided to restrict the Claimant's access to the internet as a
39 precautionary measure”***

40 While I have asked for a definition of ***“precautionary measure”***, whatever the explanation: **it is
41 abundantly clear that KPMG did not have proper and reasonable cause for its conduct.**

42 It is only as a result of battling with KPMG that, in October 2007 i.e. *one year* after the initial
43 accusations are said to have been received (in October 2006), that I was provided with some

Shld be 2007

44 [written evidence](#) – although, very clearly, not all that was communicated against me to KPMG
45 by Mr Ladsky.

46 Under [“Data Subject Access Request”, paragraph 8](#) – [KPMG](#) denies that it stonewalled
47 me.

48 This denial is fascinating – considering the ‘black on white’ evidence: in its attached [19 July](#)
49 [2007](#) reply ³, it falsely claimed *“legal privilege”*. It also claimed ‘concern’ about releasing
50 *“personal data”* relating to Mr Ladsky. Outcome: it did not supply me with anything.

51 In my attached [31 August 2007](#) ⁴ letter I challenged its position by, among other, quoting from
52 the Act. It led to its attached [5 October 2007](#) correspondence ⁵ with which it enclosed a letter
53 from Mr Ladsky to KPMG, dated [26 March 2007](#). As can be seen, over 50% of the content of
54 the letter is blacked-out. Also enclosed are notes of a telephone conversation said to have
55 taken place between Mr Ladsky and KPMG Counsel on 9 February 2007, which amount to
56 little more than 20 words ([points 10](#))

57 In my [24 October 2007](#) reply I questioned the fact that over 50% of Mr [Ladsky’s 26 March](#)
58 [2007](#) has been blacked-out, as well as the amount of documentation supplied given that, at the
59 [30 March 2007](#) meeting I had been told that Mr Ladsky was *“very persistent”*.

60 In its attached [14 November 2007](#) reply ⁶, [KPMG](#) claimed, among other: (1) that *“the blacked-*
61 *out areas relate to Mr Ladsky’s allegations and his proposed actions against KPMG (rather*
62 *than you)...”*; (2) while Mr Ladsky had phoned other people, the 9 February 2007 notes I had
63 been provided with on 5 October 2007 were *“notes of conversations where they exist”*.

“Where they exist”. FALSE accusations are made against an employee– that are then claimed to be the reason for taking unlawful actions against the employee – BUT: ‘no records are kept’! Yep! That’s how [‘The Best \(big\) Company to Work for’](#) behaves! ([section 7 KPMG pg](#))

Where did the *“conversations”* take place? Masonic lodge? Synagogue?

64 In October 2002, I had sent a fax to [Kensington & Chelsea Housing](#) and the [Leasehold](#)
65 [Valuation Tribunal](#) on KPMG headed paper. Mr Ladsky immediately seized on this opportunity,
66 asking his solicitors, [Cawdery Kaye Fireman & Taylor](#) to contact KPMG (attached: [28](#)
67 [November 2002](#) ⁷ letter supplied by KPMG on 5 October 2007, to which I have added a copy
68 of my [24 October 2002](#) fax ⁸).

69 The manner in which my sending the fax in 2002 was handled by my group at the time, and
70 how I was treated in 2007 are poles apart. Indeed, whereas in 2007 I was assumed to be guilty
71 and not given the chance to prove my innocence, in 2002 I was immediately informed and
72 asked for ‘my side of the story’. The communications were open, honest and above all –

³ 19 July 2007 letter from KPMG

⁴ My 31 August 2007 letter to KPMG

⁵ 5 October 2007 letter from KPMG, and 5 enclosures

⁶ 14 November 2007 letter from KPMG

⁷ 28 November 2002 letter from Cawdery Kaye Fireman & Taylor to KPMG

⁸ My 24 October 2002 fax to Kensington & Chelsea housing and LVT

73 objective – and I was treated with consideration (*) In other words: an approach consistent with
74 the KPMG Values. (*) e.g. after the first meeting on 13 February 2007, I told Peter Bassett
75 “*The only thing that was missing from the situation yesterday was a pair of handcuffs*”

76 KPMG knew that Mr Ladsky’s accusations that I “*used KPMG’s systems to work on my*
77 *website*” and “*update it*” were false (point 11). (Had I tried, KPMG’s IT configuration for
78 accessing the Internet would not have allowed me to access my website Host’s server) (point
79 33.2) (And KPMG also knew about my ongoing problem with Mr Ladsky: point 6)

In fact, in addition to my reporting at e.g. the 13 Feb 07 meeting the main things that were happening in relation to my case...

...- KPMG’s previously associated firm of solicitors, McGrigors, had looked at 121 pages of my website in Mar-April 07– hence, **at the time** that KPMG was taking extremely traumatic, UNLAWFUL actions against me e.g. my 17.01.08 Grievance (see other additions below)

80 What took place from February 2007 onwards ‘screams’ of KPMG using Mr Ladsky’s
81 accusations as an excuse for taking punitive actions against me for exposing on my website
82 malpractice / wrongdoings by parties with which KPMG has a working relationship e.g. the
83 Ministry of Justice; the police; the ICAEW (point 4). While its handling of my Subject Access
84 Request conveys that it was siding with Mr Ladsky (point 33.3)

85 It took advantage of the blind trust I had in KPMG, and my concern that Mr Ladsky had brought
86 his long-standing personal vendetta against me to KPMG (points 8, 33.4)

87 Under “Response to the Claimant’s Allegations”, paragraph 12(e) – KPMG denies that it
88 caused me “extreme distress” for practically the whole month of April 2007 (point 33.5) and
89 that it implemented “supervised”, “limited relaxation of the restrictions” on access to the
90 Internet to “allow [me] to continue [my] work and alleviate [my] alleged distress”.

91 As I wrote in my 1 July 2008 request, the “limited relaxation” took place on 8 August 2007
92 (point 12). Hence, this was *more than 4 months after* barring me from accessing the Internet
93 on 30 March 2007.

94 In the following month i.e. April 2007, I was in tears at my desk practically every day, at times,
95 sobbing uncontrollably due to my being treated as though I was the criminal – instead of what I
96 am: the victim of criminal activity (points 9, 33.5).

97 Practically every day I highlighted my plight in emails, asking for a resolution and, in several
98 emails, I reported the impact it had on me. (I have a copy of all the emails – including the
99 replies) (point 9). Why was nothing done at the time to “alleviate my distress?” Why was
100 nothing done at the time “to allow me to continue my work?” (I was cut-off from practically all
101 the internal sites making it near impossible to do my work). On 25 April 2007, I was made to
102 sign a letter permanently barring me from accessing the Internet (point 9)

103 Under point 9 of my claim, I state that “by mid-April 2007 I sought medical treatment to help me
104 cope with the situation”. (NB: As per standard procedures, I had supplied my GP’s contact
105 details to KPMG for my HR file). What happened this year with my private GP (of 37 years!) is,
106 to say the least, ‘fascinating’. In fact, it is ‘so fascinating’ that I intend to have him as one of my
107 witnesses during the court hearings.

108 I saw him in April 2008 to ask him for a referral to a psychiatrist (for the purpose of evidence in
109 relation to the employment tribunal re. 'mitigating my loss'). As soon as I stated this, he replied
110 "You should not have filed a claim against KPMG", which he again repeated. This took place
111 within 2-3 minutes of the consultation and hence, without asking me why I had done it.

My filing [a Claim](#) against [KPMG](#) was *none of his business*. WHY was he siding with KPMG?

Discussed under [section 13 KPMG page](#)

112 Shortly afterwards, he kept probing me to find out whether I had recorded my conversations at
113 [KPMG](#).

And the long-awaited answer to that question...8 years on (in 2015) is:

**YES I DID secretly record my so-called 'performance appraisal' meetings on [09.10.07](#)
and on [24.10.07](#).** (Recordings are under **sections 8.1 and 9.1** on the [KPMG page](#))

When you consider what was said at these meetings by my line manager, Ceri Hughes, and by Peter Bassett, partner, and Kathy Woodhouse, HR...

...followed by KPMG's actions (and lack of action), including, among others, [its denials in its PACK OF LIES Defence](#) of my claims in my [03.04.08 Employment Tribunal Claim...](#)

...– **you can see why KPMG was worried I might have recorded the meetings.**

114 When I reiterated my request for a referral, he replied that he could not do it, giving as reason
115 "You should have come and see me before".

116 I told him that I had, in April 2007, because I was in a terrible state due to what was happening
117 at work, and that he had prescribed me anti-depressants, as well as tranquilisers. He replied "I
118 don't have any note on that". He did not ask me what he had prescribed me. He did not ask
119 whether the medication had been of help. And nor did he ask whether there was anything else
120 I wanted to discuss. In fact, it was clear that he wanted to get rid of me as soon as possible –
121 as he got up from his desk.

122 I still had a copy of his 16 April 2007 prescription (as it was a repeat prescription), as well as
123 the boxes for the medication I had bought as soon as I left him i.e. on 16 April 2007. Hence,
124 later on that day i.e. [10 April 2008](#), I wrote him the attached letter⁹ stating that it was "for the
125 purpose of completeness of my file", to which I attached a scanned copy of his prescription
126 and of the packagings, including relating the reasons why he had given me the prescription.

127 So: yes, KPMG caused me "extreme distress" and, in spite of my doctor 'not having any note
128 of my visit and of the prescription' (a first in 37 years!), I do have the 'black on white' evidence
129 to prove that I "sought medical treatment" ([points 9, 33.5](#))

[KPMG](#) denied it caused me "extreme distress". **YET: IT HAD VERY CLEARLY APPROACHED MY DOCTOR to determine what evidence I had in support of my claims – so that it could feel**

⁹ My 10 April 2008 letter to Dr []

free to deny them in its **PACK OF LIES Defence** (section 14 KPMG pg), preceded by its **22.05.08** 'response' to my **17.01.08** Grievance (section 11).

AND, my doctor (of 37 years!) was more than happy to help in *any way* he could (*)

(KPMG was playing *the same game* as e.g. the then **Met Commissioner, Sir Paul Stephenson**, who, under **para.35** of his '**23.05.11**' Defence against my **19.04.11** Claim, wrote that, in relation to the processing of false, highly vicious, defamatory accusations against me:

that "[I] was required to prove that [I] suffered the humiliation, degradation, injury to feelings, additional anxiety, distress and costs" (Queen's Bench Division, Summary of events)).

I repeat = ALL part of the same VERY SICK tribe (Persecution # 6) that perceives 'the little people' who 'dare' stand-up to them and their mates for their so-called 'rights', as non-entities who do not have the right to have rights, there to be used, abused and tormented at will – BY ALL.

The moral depravation of ALL these people is beyond words.

(*) My doctor's clientele was very much Establishment ('Lord this', 'Lady that'). And, I believe, also relevant: **he was 'Jewish'...**'like' Andrew David Ladsky...and 'perhaps' like **Peter Bassett**, the KPMG partner who was the kingpin in the criminal actions against me.

130 Under "The Claimant's Appraisal", paragraph 11: *"The Respondent continued to support*
131 *the claimant and make allowances where possible"*. In my 1 July 2008 letter, I have asked in
132 what way KPMG considers it did this.

The moral depravation! I again draw your attention to the following, discussed on the KPMG page, e.g.

- my 17.01.08 Grievance – sections 10.2, 11;
- my transcript of the 09.10.07 meeting e.g. **lines 47 to 109** when my line manager, **Ceri Hughes**, refused point-blank to take into account the impact on me of the actions KPMG had taken against me - section 8.1.

Me: *"You cannot dissociate the two; the environment under which I have had to perform"*

CH: *"But I have to...And if you don't agree to that, then I can't progress the discussion"*

- my transcript of the 24.10.07 meeting, when I also kept raising the issue: **Peter Bassett**, at **line 376**: *"we don't need to discuss what was behind it"*; **line 379**: *"Whether it was caused by one thing or another, isn't really the issue"* – section 9.1.
- my 03.04.08 Claim – **section 12**.

I repeat: that's the KPMG that summarised its 'Values' as: **"Above all, we act with integrity"**!

133 Under "Response to the Claimant's allegations", paragraph 12(a): *"the Respondent*
134 *believes that it went far beyond what could be reasonably expected of an employer in such*
135 *circumstances in terms of the support it offered"*. Ditto: I have asked KPMG to expand on this.

Translation: **"The support it offered"**... to 'Dear Mr Andrew David Ladsky' and 'the

Brotherhood' (Persecution # 6)...

...as the reality was that, its so-called "offers of support" were motivated by a VERY SINISTER motive: e.g. my Comments in my [14.02.07](#) Draft Notes of the 13 Feb meeting with Bassett and Jeanette Dunworth, HR; **section 5.2 KPMG pg.**

For blatant evidence of this, see my summary of KPMG's "offers / invitations" to use its 'health services', in the [08.05.07 13h29 email](#) from BUPA Wellness KPMG; **section 5 KPMG pg.**

And they were also motivated by the ulterior motive of making the above claim, as and when required.

136 As I wrote on page 22 of [my grievance](#), heading 8 "As to the offers of help and assertions of
137 being "concerned" about me, considering the treatment I have been made to endure since
138 February 2007, I have come to view them as [KPMG](#) 'beating me up' on the one hand, and
139 offering to attend to my wounds on the other. Furthermore, as having the ulterior motive of
140 finding something to use against me"

141 Under "[The Claimant's Appraisal](#)", [paragraph 9](#) - "...a departure from the standard
142 timetable was agreed to reassure the Claimant that her concerns were being taken seriously
143 and that the process was fair". This is laughable ([points 13, 15 – 20, 30, 33.6, 33.8](#))

IT REALLY IS 'LAUGHABLE'! See my above subsequent additions

144 Under "[The Claimant's Appraisal](#)", [paragraph 10](#) - "The Respondent denies conducting the
145 appraisal process in such a way as to force the Claimant to leave her employment with the
146 Respondent". I believe that the well documented treatment I was made to endure supports my
147 position.

Indeed! See my above subsequent additions.

148 Under "[The Claimant's Appraisal](#)", [paragraph 11](#)

149 "The Respondent believes that the Claimant has been unable to disentangle her "personal
150 issues" from her work and that as a result her performance has suffered".

151 This is what Ceri Hughes, my line manager, tried to 'pin on me' during [part 1 of my 'appraisal'](#)
152 – and [my part 2 'appraisers'](#) continued to try to 'make it stick'. While [one of my colleagues](#)
153 supported Ceri Hughes' position ([points 23, 24](#)), even if others are now willing to do the same
154 thing, and testify under oath during the court hearings, I have sufficient 'black on white'
155 evidence to support my position that it is a false accusation.

The [05.08.07](#) 'feedback' on 'my performance' 'from' **Finbarr Geaney** was FABRICATED by Bassett and Hughes. I discuss this under **section 9.4 KPMG pg.**

156 In February and March 2007 - 'compliments of Mr [Ladsky](#)' - some major events were taking
157 place in my life: [threat of bankruptcy, of losing my flat, of costs](#), including having a [fraudulent](#)
158 [£10,000 claim filed against me](#); false accusations by [the police](#) to my website Host which, in
159 the process, implied that [I had committed a crime](#), and also [branded me "a Nazi"](#).

See: [16.02.07](#) unlawful threat of “*bankruptcy and forfeiture*”: [Overview # 10](#); [27.02.07](#) fraudulent claim: [Overview # 11](#); Mar 07 highly vicious, malicious, defamatory, pack of lies “*crime report*” against me by the [Kensington, Notting Hill police mafia](#) - and its equally malicious, vicious, perverse, defamatory, racist, xenophobic emails to my website Host: [16.03.07](#); [20.03.07](#) - [Overview # 13](#).

160 Had I been “unable to disentangle [my] “personal issues” from [my] work”, I would not have
161 been able to perform as I did on a major project during that period – as evidenced by Ceri
162 Hughes’ comment at [my mid-year appraisal](#) at the beginning of April 2007 “Noëlle’s
163 involvement with the conference in March was hugely useful to the event and she played a key
164 role. I am personally very grateful for the efforts that she put in...”

165 Also of particular note: at my mid-year appraisal, no comment whatsoever was made that I
166 was letting my “personal issues” impact on my work ([point 22](#))

167 Hence, this is a scurrilous, highly vicious and wicked accusation. ‘Highly vicious and wicked’,
168 as the accusation attempts to capitalise on the horrendous events that were taking place in my
169 private life.

170 (In addition to my work being impacted by my lack of access to the Internet – post April 2007),
171 the time that my performance “suffered” was in April 2007. The cause was KPMG cutting me
172 off from the majority of the internal sites ([point 22](#)). But that, is something that my ‘appraisers’
173 did not want to recognise and, in the case of Ceri Hughes, went as far as threatening to end
174 my ‘appraisal’ meeting if I persisted in raising it ([point 17](#)) (Event recorded in my [15 October](#)
175 [2007](#) email to HR, on which I copied Ceri Hughes. The content of my email was not
176 challenged).

Re. Ceri Hughes threatening to end my [09.10.07](#) ‘appraisal’ meeting: see, above, my subsequent addition quoting the lines where she said it.

(I only revealed that I had recorded conversations at the time of launching the [KPMG page](#), in 2015. Ditto about the evidence on [McGrigors](#)).

177 It can be seen from my ‘appraisers’ input on [my performance appraisal form](#) that they totally
178 ignored the two pages in which I report what I had been made to endure and how it affected
179 my ability to work ([point 14](#)) – as they just wrote “*This has not been the best year for Noëlle*”
180 ([points 27, 33.6](#))

This was repeated ad-indefinitum – instead of addressing the cause behind it: the extremely cruel, vicious, sadistic, perverse actions taken against me by KPMG – that were ignored under the banner of: “we will agree to disagree”.

[24.10.07](#)

Kathy Woodhouse, HR:

1. line 393: “*this has not been your best year; it hasn’t been the happiest year...*”
2. line 648: “*It sounds to me like, you’ve had a really difficult year*”

3. line 648: “A really, really difficult year...”
4. line 664: “it’s not been a happy year for you...”
5. lines 670-671: “...this has not been the best year...”
6. lines 698-699: “...I mean, quite honestly, I think, you know, this year it has been tough...”
7. lines 728-729: “...whatever way, it’s hasn’t been a fantastic year for us, and it won’t have been a fantastic year for you”
8. line 861: “...it’s not been a great year.”
9. line 921: “It’s been a bad year”

Peter Bassett, partner:

10. line 879-880: “...it has not been a good year all around”

Kathy Woodhouse:

- lines 95-97: “it’s probably as well to acknowledge this earlier, that there would be elements, as in any appraisal that we are going to agree to disagree.” “Are we happy Peter that we agree to disagree?” (Replied affirmatively)
- lines 104-104: “I think in truth the more important point is that we acknowledge the things that we do agree about, and agree to disagree on the things that we don’t agree about”
- lines 727-728: “I think, you know, we will agree to disagree,..”
- lines 806-807: “I think, for me, that we need, with regards to this year’s appraisal, I actually think that there should be quite a quite large ‘agree to disagree’ on various things”

181 Under “[The Claimant’s Appraisal](#)”, paragraph 10 – “The Respondent confirms that the pay
182 rise and bonus that the claimant received was appropriate for the performance rating she
183 received...”

184 The overall rating is based on a false assessment of my performance ([point 28, 29](#)). So: yes I
185 have suffered detriment, including not being promoted, which had been assessed as “a
186 realistic target given Noëlle’s experience and capabilities” ([points 26, 33.7](#))

This is what Peter Bassett had told me the previous year i.e. [2005-06 \(pg 18\)](#).

187 Under “[The Claimant’s grievance](#)”, paragraph 4(b) - “the Respondent was right, to restrict
188 the Claimant’s internet access due to her contravening the Respondent’s IT policy”

189 Under “[IT Restrictions](#)”, paragraph 7 - “...the Claimant’s serious breach of the IT policy
190 which could potentially have led to the Claimant’s dismissal”

191 The following is the section on “[use of email](#)”, from [KPMG’s IT policy](#) I downloaded on 7
192 August 2007 (from the internal site ...[]).

193 “When using KPMG’s email system internally or externally, staff may not send any email,
194 attachment which:

- 195 • Makes representations or express opinions purporting to be those of KPMG.

- 196 • *May damage KPMG's reputation or its relationships with its clients, or which may*
197 *embarrass clients of KPMG.*
- 198 • *Is illegal, defamatory, obscene, pornographic, offensive, or damaging, or which may be*
199 *considered by others to cause distress, sexual, racial or other harassment or*
200 *discrimination.*
- 201 • *May infringe copyright.*
- 202 • *May introduce a virus or other malicious software to any KPMG or client network.*
- 203 • *Constitutes 'junk' email (usually non-business messages posted to multiple addresses)*
204 *or is posted to multiple news groups.*
- 205 • *Is for private commercial purposes unrelated to KPMG.*

206 *In addition, even where none of the above categories of email traffic are involved, where an*
207 *individual has excessive amounts of personal email traffic on their system (defined as*
208 *levels of personal email activity sufficient to cut into their working time or to interfere with*
209 *the performance of their duties), this may also be treated as a disciplinary offence”*

210 Without any evidence to the contrary from KPMG - I hold the view that what I have done does
211 not breach any of the above. Indeed, according to my records:

- 212 • On 4 October 2006, I sent 6 emails to the media (The Guardian, The Independent, Daily
213 Express, Daily Mail, and 2 to The Times)
- 214 • On 6 October 2006, I sent one to a contact at Which?, and one to BBC Radio 4 ‘You and
215 Yours’ who replied to a ‘comment’ I had sent through its website the previous day.
- 216 • The emails were very similar in content, with ‘tailoring’ if I had been in contact with the
217 media previously e.g. my attached 4 October 2006 email to The Guardian ¹⁰, and my
218 attached email to the Independent of the same date ¹¹ - and included, as attachment, the
219 fax sent by Portner and Jaskel, on behalf of Mr Ladsky, to my then ISP.
- 220 • As can be seen from these examples, the content of my emails does not breach any of the
221 rules.
- 222 • As in the attached examples, in each instance, the first line of my emails stated, in block
223 letters: “Please note that this email is sent in my personal capacity, and not in my capacity
224 as an employee of KPMG”

225 On 8 October 2006 I opened a personal email account which, according to my records, I
226 started to use immediately.

227 (Of course, like my colleagues, I have regularly used my KPMG email to correspond with
228 friends, but I do not believe that I have done this to the extent of breaching the policy).

229 I conclude from this that what KPMG holds against me is the fact that my emails established a
230 link between my website and KPMG.

¹⁰ My 4 October 2006 email to the Guardian

¹¹ My 4 October 2006 email to the Independent

I repeat my earlier comment of KPMG behaving in the same morally depraved way as the [Kensington, Notting Hill & Chelsea police mafia](#): making accusations against me whilst denying me the right to defend myself against them.

I'll say it for the 3rd time = ALL part of the same VERY SICK tribe ([Persecution # 6](#)), etc.

231 **Under "[IT Restrictions](#)", paragraph 6**

232 *"The Respondent...obtained an IT report relating to the Claimant's IT use. Following receipt of*
233 *the IT report (which highlighted some 10,000 hits on a small number of websites related to the*
234 *Claimant's "personal issues") the Respondent decided to restrict the Claimant's access to the*
235 *internet as a precautionary measure"*

236 In my [1 July 2008](#) letter, I have asked KPMG for a copy of the report.

237 Extracts from the same [IT policy](#) I copied on 7 August 2007 from the internal website:

238 *"Conducting personal business - Staff should be aware that no computer network can be*
239 *guaranteed as being absolutely secure...staff using the KPMG network for personal*
240 *business (such as conducting online banking or shopping) do so at their own risk..."*

241 This clearly demonstrates that KPMG staff can use the Internet for "personal business".

242 In his [7 March 2007](#) email, Peter Bassett, the then Partner for my group wrote *"Unfortunately*
243 *there have been occasions when you relaunched your Web site and sent notification of the*
244 *relaunch to other Web sites and media organisations which have led to KPMG's address*
245 *appearing on those sites"*

246 Accessing "the [KPMG](#) network for personal business (such as conducting online banking or
247 shopping)...will also "lead to the KPMG address appearing on those websites". Why isn't that
248 an issue?

249 It provides further evidence in support of my position that the victimisation and harassment I
250 have suffered at KPMG from February 2007 onwards is due to my exposing on my website
251 malpractice / wrongdoings by parties with which KPMG has a working relationship e.g. [the](#)
252 [Ministry of Justice](#); [the police](#); [the ICAEW](#) (points 1, 4)

253 (And events with [Her Majesty's West London County Court in 2007-2008](#), as well as with
254 [Kensington & Chelsea police in 2007](#) provide evidence of vindictive actions – including siding
255 with Mr [Ladsky](#)).

256 As I wrote under [point 33.1](#) "KPMG sided against me in the context of my personal problem –
257 ironically – for behaving in the manner it prescribes in its [Code of Conduct and its Values](#)..."

258 In this context I also highlight that, under:

- 259 • The Public Interest Disclosure Act 1998, provisions contained under Part IV of the
260 Employment Rights Act 1996, whistle-blowers are protected from "suffering
261 victimisation...detriment" when exposing malpractice. (I understand that while the Act

262 refers to 'employees', it can also apply to my situation i.e. suffering victimisation by an
263 employer for whistle-blowing on parties external to the employer).

- 264 • [Article 10 of the Human Rights Act 1998](#), I have the "Right to freedom of expression".

NB: My mistake; the HRA *only* applies to public sector organisations.

265 **2 Conclusions**

266 [By 2007, I had been at KPMG for 10 – happy – years.](#) I was looking forward to staying at
267 KPMG, to being promoted to senior manager, to continue contributing to its success.

268 In the midst of [my experience with 'the system'](#) in relation to my personal problem, KPMG was
269 'my rock', my 'safe heaven', the one entity left in which I truly believed and blindly trusted. I
270 held KPMG in very high esteem, on a pedestal, for being so good to me from the time my
271 problems with Mr [Ladsky](#) started [in 2002](#). I fully endorsed [KPMG's Values and Code of](#)
272 [Conduct](#). I felt very proud to work for a firm that said to operate under these ethos and ethics.

273 I particularly respected, admired and valued my line manager whom I viewed as highly
274 professional, competent and, I thought, a genuinely caring person.

275 Seeing the 'true face' of [KPMG](#), the lengths it is prepared to go to, what colleagues are
276 prepared to blindly carry out - has hurt me, shocked me and sickened me beyond belief. I feel
277 very let down, betrayed, conned, and very angry at the way KPMG has treated me as: I have
278 done nothing wrong. [I am the innocent victim of crime](#), standing-up for the rights I have been
279 told I have the right to demand.

280 [My experience at KPMG has traumatised me to the extent that I can no longer work in the](#)
281 [corporate world](#) – at least not in the UK. I have totally lost trust and faith in the business
282 environment.

283 Not only do I now view legislation, regulations, codes of conduct and company values as just
284 window dressing, the lesson I draw from my experience at KPMG is that complying with them
285 can lead me to suffer very detrimental consequences – leaving me with no 'navigation map'.

286 **3 Settlement**

287 [If a settlement cannot be agreed, I will transfer my claim to the High Court](#) – under the
288 [Protection from Harassment Act 1997: s.1\(1\); s.1\(2\); s.7\(3\)](#)

289 [Case law demonstrates that an employer can be vicariously liable for breach of a statutory](#)
290 [duty imposed on his employees](#), and that the victim can recover damages from the harasser's
291 employer and any financial loss resulting from it:

- 292 • 'Majrowski v Guy's and St Thomas's NHS Trust HL [2006] ICR 1199 (also at [2006] IRLR
293 695)

294 House of Lords: There is an implied term in employment contracts that "*the employer shall*
295 *render reasonable support to an employee to ensure that the employee can carry out the*
296 *duties of his job without harassment and disruption by fellow workers*" - Arnold J. in 'Wigan

297 Borough Council v Davies 1979 ICR 411', quoted by the House of Lords in 'Waters v
298 Commissioner of Metropolitan Police 2000 ICR 1064, HL'.

299 In the Waters case, the House of Lords also quoted 'Spring v Guardian Assurance plc
300 1994 HL ICR 596' and 'Wetherall (Bond Street W1) Ltd v. Lynn [1978] 1 WLR 200' as
301 authority for the proposition that the courts recognise a common law duty on an employer
302 to take care of his employees, including a duty to prevent ill treatment or bullying, quite
303 apart from statutory requirements.

304 • In 'Green v DB Services Ltd HC 2006', the High Court confirmed that under the Protection
305 from Harassment Act 1997 s.3, damages may be awarded for anxiety caused by
306 harassment and for any consequent financial loss. Ms Helen Green was awarded
307 £850,000.

308 **Amount**

309 **Had I stayed at KPMG** - as I intended to - I conservatively estimate that from February 2008
310 until retirement i.e. until 2015, **my total gross remuneration package would have been c. £850k**
311 (salary: £596k (+3% p.a.); contribution to my pension: (at least) £120k; bonuses: £76k; car
312 cash: £40k (+3% p.a.); private medical insurance + life assurance + lunches: £13k)

313 **Now, my prospects are very bleak:**

314 • Top of the list is the fact that I am 58 years old – and hence 7 years from retirement. No
315 matter which country I am in, my chances of finding another job at my age, with a similar
316 remuneration package and growth prospects are non-existent.

317 • If I have to remain in the UK (because of the flat), due to my experience at KPMG, the only
318 type of organisation in which I 'may' be able to operate is a charity.

319 • I find myself on the market as a 'manager' (instead of a 'senior manager').

320 • As is stands, the reference from KPMG will hinder my ability to find another job as, among
321 other, KPMG holds false information on my HR file.

322 • If I can go back to France, my earning potential is affected by, among other, the fact that:
323 (1) I have no relevant work experience in France as I have spent all of my adult life in the
324 UK; (2) most of my 10-year KPMG expertise is sector specific. As I do not want to go back
325 into the accountancy sector, this expertise becomes of no value. The rest of my 'valuable'
326 expertise is UK-centred.

327 Hence, if I can find work, it will likewise be relatively low paid.

328 Whether it's the UK or France, if I can find another job, it is highly unlikely that the salary will
329 ever be more than two-thirds of what I would have earned at KPMG. And, given the type of
330 work, it will not include any of the other elements of my KPMG remuneration package. Hence,
331 assuming a starting salary of £40k, and using a 3% annual growth rate, I estimate the
332 maximum potential gross income to retirement at c. £300k – assuming a start date by October
333 / November 2008 (although it is unrealistic).

334 **This leaves me with, 'at best', a shortfall of £550,000. This is the settlement I am seeking from**
335 **KPMG.** To this sum I add six months of salary (only), from February 2008 to July 2008.

336 Given the circumstances, I trust that this will be regarded as a fair and equitable way of
337 calculating the amount of compensation. I take into consideration the fact that, up to 2007,
338 KPMG had been very good to me.

As it turned out, I simply could NOT bring myself to work in this island-Kingdom ever again – as I no longer trust anything, and now, so few people that I can count them on the fingers of one hand.

It took me 2 years before I could force myself to set foot again in the City (business district) – and 5 years before I could go to my last place of employment ([in Canary Wharf](#)) – and that was a daunting experience.

Consequently, I hold the view that KPMG owes me the £850,000 I had calculated, to which I am adding a further (modest) £250,000 for the sheer utter hell I have been going through ever since i.e. 8 years (at 2015).

339 Of note: as I intend to issue proceedings against Mr [Ladsky, as well as his solicitors](#), the
340 agreement cannot include a clause preventing me from referring to his communications to
341 KPMG.

342 As stated earlier on, if agreement cannot be reached, I will transfer my claim to the High Court.

343 Considering [my very comprehensive first-hand experience with the courts](#), and my ‘profile’, I
344 am under no illusion as to the outcome.

345 The benefit for me will be the ability to add my experience with KPMG on [my website](#) as
346 another shocking, outrageous consequence of what can happen to a leaseholder who ‘dares’
347 to – rightfully - challenge a landlord’s service charge demand and, as consequence, the
348 supporting infrastructure to the residential leasehold sector. Added to the other evidence on
349 my website, I hope that it will trigger action against this barbaric, feudal system that causes so
350 much misery to so many people.

351 And, if I end-up in the situation of having costs awarded against me, this will be the ‘crowning’
352 of my case: as KPMG’s costs would no doubt be very high, it would lead to my being totally
353 ruined, and maybe even end-up in prison if I cannot pay all the costs. I am prepared to take it
354 that far, as I have little to lose.

At the end of Aug 08 i.e. **4.5 months after receiving my Claim** (Stratford Employment Tribunal’s letter of [08.04.08](#)) Caroline Doyle, ACAS, told me that “*employment tribunals do not deal with claims under the Protection from Harassment Act 1997*”.

I consequently asked the tribunal to transfer my Claim to the High Court: [02.09.08](#). It replied that it could not: [10.09.08](#).

It left me with only one option: withdrawing my Claim: [14.09.08](#) – I then intended to file in the High Court.

However, considering:

- **(1)**- my then ongoing experience with [Her Majesty’s West London County Court](#) re. the (2nd) [fraudulent 27.02.07](#) claim against me by [Rachman Andrew David Ladsky](#) and [his racketeering solicitors Portner and Jaskel](#) ([Overview # 10 and # 11](#));

- (2)- my experience with the Supreme Court Cost Office (in Jan 09) when I tried to claim my costs back ([Overview # 12](#));
- (3)- my initial experience with [Her Majesty's Stratford Employment Tribunal](#) (**section 16 KPMG pg**);
- (4)- my previous experiences with [Her Majesty's Court Service since 2002 \(Kangaroo courts\)](#)...

...I concluded that there was **NO POINT** my filing the Claim in the High Court – **as I WOULD CONTINUE TO BE DENIED JUSTICE AND REDRESS**. ([Case summary](#) ; [Résumé de mon cas](#)).

I was proven right - as **it happened, for the 6th TIME**, in 2011...which **WAS** in [Her Majesty's High Court](#) - when I was also a Litigant in Person.

Further, **as demonstrated by the conduct of:**

- (1)- 'my' doctor (of 37 years!) in Apr 08 ([section 13](#));
- (2)- the psychiatrist in May 08 ([section 13](#));
- (3)- 'my' solicitor in Nov 07 ([section 10.1](#)); added to
- (4)- my prior experience with 'my' solicitors, [Piper Smith Basham\(Watton\)](#), and 'my' barrister, [Stan Gallagher](#) - both ending up batting for Ladsky (my Comments on the [13.11.03](#) Stan Gallagher's 'Draft Consent Order and Notice of Acceptance' ; [Note 2 on the home page to my site](#)),...

...I also **KNEW** that there was **NO POINT** my attempting to find advisors to represent me on my Claim.

In this highly corrupt, [Freemason-controlled environment \(Persecution # 6\)](#) of, 'one for all, and all for one', and concurrent omertà about its conduct - my card is very clearly marked as: 'DO NOT HELP this woman who dared challenge our illegal activities'.

355 Thank you in anticipation of your forwarding this communication to KPMG.

She did NOT get back to me. After more than 2 weeks, I resorted to phoning her ([section 16](#))

356 Yours sincerely,

357 Noëlle Rawé

358 cc. Mr Geoff Saunders, Regional Officer, Unite The Union, 33-37 Moreland Street, London
359 EC1V 8HA - including enclosures

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