**GIDLA & ASSOCIATES **

**Attorneys at Law**

**Christopher Ross Gidla 99 A Duke Street**

**BSc, LLb(London) LEC Port of Spain**

**Tel/Fax:350-6259**

23rd of November, 2017

**To**

**Keron Francois**

**7 Pro DeVertile**

**Arima**

Dear Sir,

**RE: Defamation/Cliff Clark- CEO Clark Group of Companies and Brick House Security Company Ltd**

**PRE-ACTION PROTOCOL ISSUED IN ACCORDANCE WITH PRACTICE DIRECTION DATED THE 15TH DAY OF NOVEMBER, 2005 MADE BY THE CHIEF JUSTICE OF TRINIDAD AND TOBAGO.**

We act on behalf of the above named Claimant.

This pre Action protocol is issued in accordance with the practice Direction dated the 15th of November, 2005 made by the Judiciary of Trinidad and Tobago.

We are instructed by my Client that

1. He is the CEO of the Clark Group of Companies especially, Brick House Security company. He has been dealing with important Clients, Bankers and also some very important friends. He has a Security Company by the name of BrickHouse Security Company and other businesses. Trust has been a very important factor in his line of business.
2. You are an ex-employee of his company and you contain very sensitive information about his clientele.
3. on 15th of November, 2017 at 6:32 am you have caused to post a letter on Ian Alleyne’s facebook page. The letter contained the following information:

*“This is Mr.Cliff Clarke, CEO an founder of brick house security company, he has been owing myself an other ex employees for a very long time now, even my lawyer getting a hard time to get me my money…he even try to pay with a bounced cheque, help me expose this Man,he lives a big lifestyle, but he owing a lot of ppl”*

1. **Particulars of the Libel**
2. The above letter contained libellous Material and caused injury to my client’s reputation. The line stating “he has been owing myself an other ex employees for a very long time now” is totally false. My client is always Pay his employees. Eventhough he has been owing monies to people which is usual in any business, the statement owing …for a very long time is false and caused injury to my client’s reputation.
3. The line stating “My Lawyer getting hard time getting me my money, is false since my Client replied to the lawyer’s letter Clarifying the amount expressed in his letter.The Lawyer never responded after that.
4. The line Stating “*he even try to pay with a bounced cheque,”* is completely false. No Cheque’s he have given to you bounced. He has a proper trained Accountant who always checked that he has adequate money in his bank to cover his cheque’s. Since he has to deal with the banks, this statement would cause him injury. Since the statement was published he has been questioned by various clients, and banks about this. He has lost contracts due to this statement.
5. A contract with IQor which is worth $12,000 per month. he lost it because of this statement.
6. You also uttered slanderous material against him whilst you are in his employ informing other employees that this is not a good company to work for.

**Particulars of Damage:**

i.The contract with IQor :$12,000 per month

ii. His reputation was injured because of this statement. He has been a Man of utmost reputation and has been friendly with very important people in the society. He has business contacts with officials and big business people. This statement has lowered his respect in the society. His business is in starting stage and it is very important in his business to have trustworthiness. This statement would hinder his proper running of his business and did cause damage to his reputation and his business.

1. My Client seeks immediate retraction of the statement with an apology in the facebook.
2. Since he is running a high powered business operation and damage done to him would be in the region of $500,000 approximately. Hence My client seeks these monies or other monies after negotiation with my client to be settled within 14 days of the receipt of this letter.
3. If the statement is not retracted immediately, I have my client’s instructions to seek an injunction from the court of law. In that case the costs of the Injunction should be borne by you. Since, interlocutory actions are expensive, it would be in your best interest to retract the statement immediately.
4. If my Client or me is not contacted within 14 days of the reciept of this letter, and probably to negotiate on the amount of compensation, I also have my client’s instructions to file a claim in the court of law. Note: it is a tenet of the judicial system that the losing party of the claim has to pay the costs. Hence, you would have to pay the costs approximately in the region of above $50,000. Again it would be in your best interest to contact us within 14 days and inform us when you would settle the above amount in order for you to save the court costs.

**You are required to respond within 14 days from the day of receipt of this letter.. Failure to do so will result in legal proceedings being commenced against you without further notice.**

Please be guided accordingly

Yours in Service,

**Christopher Ross Gidla**

Attorney at law