

Our Reference: WK/WKA-024-22/DR Your Ref: TBA
Direct Line: +254 798 035 580 Date: 29-11-2022
Email Address: info@wka.co.ke

Association of Media Women in Kenya (AMWIK)
Mbaruk Rd, off Muchai Drive
P.O Box 10327-00100
Nairobi, Kenya
info@amwik.org

Attention: Chair -Dr. Jane Thuo

Dear Sirs,

DEMAND FOR UNCONDITIONAL APOLOGY TO OUR CLIENT, MS. JACKLINE LIDUBWI

The above matter refers.

We have been retained by **Jackline Lidubwi (our Client)** on whose firm unequivocal instructions we address you (AMWIK) hereunder:-

Our Client, Jackline Lidubwi, is a multi-award-winning communications professional whose stellar career in journalism, media training, and management across public and non-governmental sectors spans over twenty (20) years. Jackline holds a *Master of Arts degree in Communication Studies* from the *University of Nairobi*, a *Bachelor of Arts degree in Communication studies* from *St Paul's University*, and a *Diploma in Mass Communication* from the *Kenya Institute of Mass Communication*. She also received training in *Media Campaigns for Social Change and Development* at *Radio Netherlands Training Centre* in 2017.

Some of the media awards, she has won include but are not limited, to the *Disability Mainstreaming Award* in 2017, *Annual Disability Rights and Advocacy Award (ADARA)* as a media activist for persons with disabilities in 2014, and *UNFPA/KEMEP Award* in 2013 as *Best Television Producer in the Female Genital Mutilation* category. It cannot be gainsaid further, that our Client is passionate about social justice and has in fact published widely on disability, inclusion, and the media.

BACKDROP

Our Client's perfunctory job application experience with yourselves, AMWIK, is best described in the poignant postulations of the renowned philosopher, *Thomas Hobbes* in his work *Leviathan*, **NASTY, BRUTISH, AND SHORT**. Nasty and brutish, yet, AMWIK speechifies itself as a torchbearer in '*envisioning a society in which the media embraces and promotes equitable development, human rights and women rights*'. A real and present tergiversation. AMWIK has treated our Client brutally and taken her through a wild goose chase christened as a recruitment process that was really nothing but a mockery and a charade to even its own members.

Below is the concise scene of the antecedent facts giving rise to this letter of demand, particulars of which are well in your residence.

1. Our Client joined AMWIK on or around **20th August 2022** to honor her mentee Liz Opudo, who had just passed on, and was passionate about AMWIK. On or about **16th September 2022**, AMWIK called for job applicants via its online platforms, to apply for its **Executive Director(ED)** Position that had fallen vacant. Our Client applied.
2. As such, on **21st September 2022**, our Client was shortlisted for the ED position and received a phone call and follow-up email from your authorized representative and chair, Dr. Jane Thuo (**Dr. Thuo or AMWIK's chair**), inviting her for an interview.
3. On **23rd September 2022**, AMWIK's chair informed our Client, that she had been listed as a finalist for the ED position by AMWIK.
4. Subsequently, you invited our Client for a second interview on **1st October 2022**. During the second (2nd) interview that was recorded on your ZOOM platform, our Client and yourselves agreed on the *sine qua non*s such as the salary, and the start date which was to be **1st November 2022**.
5. Twenty (20) minutes after the second (2nd) interview on **1st October 2022**, our Client received a congratulatory call from AMWIK's chair thus confirming her appointment to the ED position. During the call, AMWIK's chair informed our Client that in compliance with AMWIK's '*board compliance procedures on recruitment*' (if any), you would be reaching out to her referees for background checks to validate AMWIK's board's findings. Further, you informed our Client that if you cleared her, she would soon receive her offer letter and employment contract.
6. Sure enough, you cleared our Client, and in alignment with your promise, you sent our Client an offer letter via email, on the **4th October 2022 at 9.49 a.m.**, with an undertaking that she would receive a detailed employment contract once she accepted the offer. Below is an excerpt of your email to our Client.

'Dear Jackline,

Following your expression of interest in the position of the Executive Director to the Association of Media Women in Kenya, and after the interviews, I wish to inform you that you have been appointed to fill the position. You are expected to report beginning 1st November 2022. A contract with all the details will be shared once we receive your acceptance letter.

I wish to congratulate you on behalf of the board. We look forward to working with you. I believe you will take AMWIK to greater heights!

Yours sincerely,

Dr Jane Thuo,

Chairperson, Association of Media Women in Kenya (AMWIK)'

7. In response to the above email, our Client sent you her acceptance letter on **4th October 2022**.
8. However, our Client did not get any further official communication and/or contract from you. Our Client began to get feedback from different workmates at her place of work, that one AMWIK board member and the vice chair, **Ms Rachael Ombaka (AMWIK's vice chair)** was contacting different people asking for information about her. Surprisingly, our Client's employer as it were, even learnt of her interview and shortlisting from third (3rd) parties, as different people continuously got calls from AMWIK's vice chair.
9. Due to the mounting pressure and undue delay, on **20th October 2022**, our Client reached out to AMWIK's chair to find out what was going on. AMWIK'S chair downplayed our Client's concerns and said that AMWIK was still processing the contract. Our Client then informed AMWIK's chair of the rumors going around that AMWIK's board was split, and there were some board members who were favoring the other candidate who had applied for the position, **Ms. Patience Nyange**, but she assured her there was no cause for alarm.
10. That on **24th October 2022**, AMWIK made an announcement of an acting ED. That it finally dawned on our Client the pantomime that had transpired when on **14th November 2022**, she was called by AMWIK's chair and informed that the ED position had officially been given to Ms. Patience Nyange. You did not proffer any formal explanation in writing to rescind the offer letter that you sent to our Client.
11. On **19th November 2022**, you published a statement referenced '**AMWIK Board communication on the hiring process of the executive director**' absolving yourselves of any wrongdoing and insinuating that you 'rescinded' our Client's offer due to '*concerns*' and '*details of background checks which remain confidential*' therefore casting aspersions on our Client's character.

BREACH OF CONTRACT, PRIVACY AND VIOLATION OF OUR CLIENT'S FUNDAMENTAL RIGHTS

- A. It is our Client's advised position that your above actions infringed and trampled on her Constitutional fundamental rights and freedoms. You did not proffer our Client with a right of reply to the baseless 'concerns' leveled against her by unknown people hence violating her right to a fair hearing that flies in the face of the rules of natural justice, right to human dignity, right to privacy, right to fair administrative, right to fair labor practices, right to access to information, and freedom from discrimination.
- B. As such, it is evident that indeed there was an 'unseen hand' that led to the informal rescinding of our Client's offer. Further, AMWIK did not comply with the law in its recruitment procedures and policy. In fact, the Whatsapp chats between our Client and AMWIK's chair reveal that some of AMWIK's board members decided to go on a frolic of their own, against the set protocols, and proceeded to contact our Client's personal contacts to fish for dirt, in the guise of conducting 'background checks' so that she would not get the position.
- C. Under the general law of contract, the acceptance of an offer constitutes a binding contract that can be justiciable. The offer was sent by your authorized representative, that is Dr. Jane Thuo, and our Client's acceptance letter was sent on email and confirmed by yourselves.
- D. Your decision to rescind our Client's offer letter was neither officially communicated in writing, nor in the manner the offer letter was sent, privately and procedurally, rather it was published in a public manner that exposed our Client's reputation to opprobrium, obloquy and odium amongst her peers, friends and family.
- E. You cannot use the Data Protection Act, 2019 Kenya which is a shield, as a sword to infringe on our Client's right to dignity.

LIBELOUS STATEMENT

1. Speaking about a person's right to protection of reputation and character, William Shakespeare stated:
"Lago Good name in a man or woman, dear my Lord, is the immediate jewel of their souls. Who steals my purse steals trash; his and has been slave to thousands; but he that filches from me my good name Robs me of that which not enriches him; and makes me poor indeed." (Othello Act 3 Scene 3, 155-161).
2. In the sociological setup of any society, any human being is entitled to respect for their person, and is reciprocal. Our client is entitled to protect herself from being disparaged with a view to lowering her reputation in the eyes of right-thinking members of society generally. Our Client is entitled to her good name.
3. In the case of *Nation Media Group Limited v George Nthenge, civil appeal no. 64 of 2013 [2017] ECLR* the Court of Appeal aptly held that *"Much as we acknowledge the intrinsic value of freedom of the press, we do not subscribe to the notion that the pen is a passport to experimentation and the taking of liberties with people's reputations. Indeed, in some instances, a good name is all that a person has when much else is lost or gone..."*
4. That your statement published on the 19th November 2022, in its natural and ordinary meaning meant and was understood to mean that:
 - a. Our Client, though not mentioned by name, was among the two candidates who were shortlisted;
 - b. Our Client was not the top candidate, never qualified for, and was NOT appointed to the position of Executive Director;
 - c. That if at all, our Client was appointed, the appointment was rescinded due to 'concerns' about her 'background' and 'character' after AMWIK contacted her referees;

- d. Our client is corrupt and a liar;
- e. Our client is untrustworthy; and
- f. Our client is guilty of professional misconduct.

Our instructions are, that the said publication is false and accentuated by extreme malevolence against our Client. That by dint of your publication, our Client has been gravely injured in her credit, personal and professional reputation, and has been laid out bare into public scandal, opprobrium, obloquy odium and contempt.

WE ARE HEREBY INSTRUCTED TO DEMAND FROM YOU AS WE HEREBY DO:

That you **HEREBY** in respect of your publication issue an unconditional, unquantified, and prominent apology to our Client, and the same to be given equal prominence in the manner in which the impugned statement was published.

TAKE FURTHER NOTICE that if you do *NOT* comply **within the next 24 hours**, we shall proceed to file suit seeking punitive, exemplary, compensatory damages, and costs, including but not limited to a separate suit for breach of contract, and breach of privacy.

Sincerely,



WILLIAM KAROKI

Managing Partner-WKA ADVOCATES

cc: Client