

RE: Our client Cynthia Busfield Re Jet Group an...

Subject: RE: Our client Cynthia Busfield Re Jet Group and Jet Group Services
From: Jonathan Peck <Jonathan.Peck@orj.co.uk>
Date: 14/10/2019, 16:41
To: "Jason Earl, JET group" <jason.earl@thejetgroup.co.uk>

Dear Mr Earl,

Thank you for your email.

There is no requirement for me to provide you with my SRA details. However if you wish to check the same you can use the Law Society's "Find a Solicitor" search tool.

My previous email to you was sent from my company iPhone, as I had to leave work earlier than expected because my son was ill. The email sent from my phone may not have had the signature strip below. I assume that this is what you are referring to by credentials.

Notwithstanding the above, it is completely in order for me to send emails from my company mobile device.

I can confirm that I was the author of the email you received on Friday and I look forward to your response to that email.

Yours sincerely,

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| Jonathan Peck Solicitor | Tel: (Stafford) 01785 223440 Tel: (B'ham) 0121 481 2545 Direct Dial: 01785 275363 Mobile: 07825 607370 | ORJ Solicitors LLP: Queensville House Stafford ST17 4NL One Victoria Square Birmingham B1 1BD Email: jonathan.peck@orj.co.uk |  ORJ LAW FIRM www.orj.co.uk |
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From: Jason Earl, JET group [mailto:jason.earl@thejetgroup.co.uk]
Sent: 14 October 2019 16:34
To: Jonathan Peck
Subject: Re: Our client Cynthia Busfield Re Jet Group and Jet Group Services

Mr Peck,

CONFIDENTIAL

Your email makes many claims, but before I react, I believe many erroneous allegations and statements are present, which I refuse to succumb to until corrected.

Furthermore, you did not detail your credentials to me. Please provide your individual (i.e. not firm) SRA ID / Law Society credentials so I know that you are personally in a capacity to act. Due to the lack of credentials on your first email, I would be keen to see your company email policy, as I believe the lack of credentials would be in violation of that. Please do this before sending further emails.

Your email does not reflect the high standard of communication one would expect from the legal

profession. Can you please tell me if you were the author of this email, or was it drafted by your client?

Jase.

On 11/10/2019 16:28, Jonathan Peck wrote:

Dear Mr Earl,

We have been instructed by Cynthia Busfield, of Field House, Field Court, Stone, Staffordshire. As you are no doubt aware our client is the major shareholder of both The Jet Group Limited and The Jet Group Services Limited ('the Companies'). Our client is also a director of The Jet Group Limited.

We are aware that there is a dispute between you and the Companies and we have been provided with recent correspondence which has been exchanged. We will write to you more substantively in respect of the disputes in due course, however there are immediate issues which must be focused upon.

We understand that you resigned your position as an IT contractor in August 2019. It is clear that there has been a breakdown in your relationship with the Companies and that your position as IT contractor has ended, irrespective of any claim to further works having been undertaken (none being admitted) following to your formal resignation.

In the premises, my client is concerned that you may intend (by act or omission) to cause damage to the Companies. These concerns include, but are not limited, to you;

1. Removing hardware from the Companies' offices which contain information belonging to the Companies;
2. Causing or allowing the Companies computer systems to crash;
3. Preventing the Companies from operating as normal;
4. Frustrating or otherwise failing to reasonably comply with a handover to a new IT provider;
5. Causing or allowing the Companies services to its clients to be disrupted;
6. Damaging the reputation of the Companies with existing or prospective clients;
7. Damaging the professional reputation of the Mrs Busfield and other Directors and associates of the Companies with either existing or prospective clients or within the industry.
8. Theft of Intellectual Property form the Companies

The above is not an exhaustive list.

We note the following statement from your email of 9 October 2019, timed at 14.31.

" I shall be investigating other remedies to ensure my pay gets resolved to ensure smooth operations. I will also collect my PC from the office at a time of my convenience."

And further from your email of 5 October 2019, timed at 19.01

“Please note the current audio broadcast PC in the office is a computer I have lent the business. As I need to pay for living costs I will “review” if I need to take the audio PC of mine back as collateral – I may need to sell it to cover imminent living costs. Should this be the case, treat this as advanced warning that there will be no way to broadcast from Sunday evening.”

We have little doubt that a Court would consider the combined effect of the above statements to be a threat to cause damage to the Companies. It may even be that this amounts to a blackmail.

As we have highlighted above, the dispute between you and the Companies is one that can be discussed without engaging in or threatening behaviour which would be to the detriment of the Companies, its employees and the value of other minority shareholding.

Any discussion of the ancillary disputes cannot and will not proceed in an atmosphere of threats.

We therefore require you to confirm in writing that you will provide an undertaking;

1. To provide any and all passwords, codes or other log-in details necessary to allow the Companies complete and full access to the Companies’;
 - a. Servers
 - b. Companies House accounts
 - c. Bank accounts
 - d. Support services
 - e. HMRC account – including Government Gateway details
 - f. IT Systems

The above is not an exhaustive list.

2. Not to cause or allow, whether by act or omission, the Companies’ computer systems to shut down.
3. To reasonably co-operate with the handing over of IT systems to a new controller and not to obstruct or otherwise hinder this process.
4. Not to remove any hardware from the Companies offices, until such time as data belonging to the Companies has been removed.
5. Not to access any of the Companies’ IT systems, *except to ensure the companies’ continue to operate as normal or unless specifically requested to do so in genuine compliance with paragraph 3 above.*

In the event that the above undertakings are not provided, or in the event of you acting in a way which would be in breach of the undertakings if given, our Client reserves

the right to seek urgent injunctive relief from the High Court.

We reserve the right to take this action without recourse to you. We further reserve the right to bring this correspondence to the attention of the Court.

Should such an application be required we shall seek an Order for you to pay our Client's legal costs. We would estimate that our costs and those of specialist Counsel would exceed £20,000 to the point of a return date.

We trust that this action will not be necessary and await confirmation that you will provide the above undertakings. We can then take instructions as to the ancillary disputes you have raised in correspondence.

Finally we would remind you that it is no longer appropriate for you to contact our Client directly in this matter, as we have been instructed. All correspondence in relation to the above issues should now be sent to the writer unless specifically requested by Mrs Busfield.

Please confirm receipt of this email.

Yours sincerely,

Sent from my iPhone