

[REDACTED]

From: [REDACTED]
Sent: 30 March 2015 11:59
To: [REDACTED]
Subject: FW:
Attachments: Proposal for SG and Carat.doc; Proposal for SG and Carat 1.pdf

From: [REDACTED] [mailto:[REDACTED]@cjcmedia.com]
Sent: 08 December 2014 15:58
To: [REDACTED]
Subject:

Hi [REDACTED]

from February 2007 until March 2013 CJC Media Limited were contracted to by NHS Scotland, Community Pharmacy division to distribute 990 A1 and 256 A3 posters throughout Scotland to all relevant pharmacies.

During that time, we delivered around 70,000 posters and other marketing materials, without one complaint.

However, on 5th March 2013 my business partner and fellow Director, [REDACTED], resigned from the company to start another company the next day, called Tactical Media.

It transpires that this company was being planned by [REDACTED] for over a year. This, apart from being unethical, was also a dereliction of his fiduciary duties as a Director. I have a plethora of evidence of this, including, website registrations, limited bank accounts getting set up, Powerpoint presentations and e mails to and from clients etc.

During the six years duration of our contract with Community Pharmacy Scotland, [REDACTED] spent approximately four of those years living full time in Italy. His role within the pharmacies was to order the artwork and raise the invoice, as living in Italy; it was the only duties that he was capable of attending to.

My colleagues and I managed the rest of the campaign from start to finish. Please see the enclosed tender; this will give you an insight into how much work went into the organisation of the distribution.

On the day after he resigned, 6th of March, he received an e mail from you to [REDACTED]@cjcmedia.com asking if it was OK for the contractors to retain the Chronic Posters while the Easter posters were being installed. From that, I presume that you were more than happy for CJC Media to continue with the installation?

However, I then received an e mail from you shortly after, to say that you had discussions with Carat about your requirements for the poster campaign for 13/14 and that they will inform you of costs and instruct you as to who will be dealing with the arrangements.

As the only thing that had changed in the previous six years was that [REDACTED] had left and taking into account we at CJC Media had not had one complaint in that time, I had to ask the question, why was there even a decision to be made?

I was then asked to submit a tender to [REDACTED] at Carat, the agency who act for Community Pharmacy Scotland.

After talking to the company solicitor, accountant and various colleagues in the media industry, they all agreed that for [REDACTED] to resign from a highly paid Directors position to tender for a contract he already had made no sense whatsoever.

Therefore, taking everything into account, it is reasonable to presume that [REDACTED] was 100% certain that he was going to win the tender. Therefore, taking that into account, I submitted an absolutely outrageously low tender to [REDACTED], reducing the invoice by £ [REDACTED] per campaign, equating to a saving of [REDACTED] per year.

I also added value to the tender by offering £ [REDACTED] of media via our washroom panels throughout Scotland to coincide with the installation of the pharmacy posters and £ [REDACTED] for a bespoke App for Community Pharmacy Scotland. (See tender enclosed)

On the 7th of March, I e mailed you and asked to meet you to discuss CJC Media's contribution to the pharmacies for the six years previous, however, you refused and said you passed this to Carat. However, you did meet with [REDACTED] of Tactical Media on Wednesday the 13th of March at St Andrew's house, the day before you met with [REDACTED] to discuss what was the preferred tender.

Considering that only two companies tendered for the contract, do you think that is proper business practise that you meet with one and not the other the day before the decision is made?

As you know after taking into account both tenders [REDACTED] decided to give Tactical Media the contract even taking into account that in comparison to CJC Media they had;

- No staff, the contractors who carried out the campaigns for the six previous years refused to work with him. These contractors had built up great relationships with all the pharmacists.
- No relationship with [REDACTED] from Adams Plastics in East Kilbride who supplied the frames, they have since refused to work with him.
- No 'real time' accountability system to confirm the installation of the posters, an integral part of any distribution company.
- No trading history
- No infrastructure
- No audited accounts
- No references
- No website for contractors to contact or reference them
- A spend of [REDACTED] a year more of public funds, with no added value.

After the discussion was made I asked for a meeting with [REDACTED] and although he agreed to the meeting he refused to discuss with me his reasons why, which taking into account, he acts in the best interest of his clients, I don't think was unreasonable.

At the time I could have put an interdict on [REDACTED] to stop him trading but I didn't want to spoil the relationship I had built up with Carat and I knew that would have put [REDACTED] in a position.

However, since the day he left [REDACTED] was not content to try and destroy my business, he has tried to destroy me personally also.

After illegally withdrawing £10,000 from the company account (which he was later forced to return) I called him for 4 hours and asked him to return the money, however he refused to take my calls.

He did however call me later in the day and refused to replace the money, after everything that was happening with the business and his mischievous actions, I lost my cool and threatened him to put it back.

Little did I know that [REDACTED] and his wife had set up a recording and used that recording to entrap me, nice touch that, from a guy who I gave a job too, made a 50% shareholder and was a pal since we were 13 years old, growing up in Pollok together.

They then called the Police and I got charged with contravening The Telecommunications Act, the CPS offered me a £100.00 fine to plead guilty but I refused.

Although they had wiped both their laptops I got them forensically recovered and discovered major revelations about what he had been planning and produced the documents in court.

I wanted to take it into court to tell my side of the story and let the judge know the reasons behind my outburst. After [REDACTED] admitted lying and the judge taking into account the reasons behind my threat I was found not guilty.

[REDACTED] and his wife told lies under oath which tried to incriminate me, nice touch that from a guy you trusted with your life, however, it back fired on them and after an investigation they have recently been charged with perjury, although as yet not convicted.

The reason that I am including this chapter in my information to you is that I want to highlight to you and everyone else that reads this e mail the truth. There are many other deceptions that I can't go into right now for legal reasons.

I have 100% evidence to back up everything that I have put to you should you need it.

I have spoken to [REDACTED] and he has refused to give me a reason why he made the decision and refuses even further to speak about [REDACTED]

He has stated that he wishes that he never got involved in this and I asked him what CJC Media have done wrong he says nothing and I agree.

I am writing to you and many others regarding the decision to employ Tactical Media to carry out the installation on behalf of Community Pharmacy Scotland.

As a director of CJC Media, I feel that I have to fight for what is in the best interest of the company but I also feel that this is a decision that should be brought into the public domain.

I believe that [REDACTED] made an honest decision I just feel that he never knew the full story and maybe was told information about CJC Media that was not true.

Unbeknown to me, [REDACTED] was sending out e mails to clients with his signature which states that CJC Media's office was based at Milnpark Gardens 'The Media Village', no such place exists! He is also put an article in a National paper stating he flies from his home in Italy, twice a month, to visits CJC Media's office in London! No office has ever existed in London.

These actions compounded by the workings behind my back planning his new company, the entrapment and the perjury charge are not the appropriate actions of any business person or were the entrapment is concerned a decent human being.

I am alarmed that this company are still being asked to work alongside Community Pharmacy Scotland and I am going to seek answers to why they were given it in the first place.

According to [REDACTED] it was his decision and if that is the case then I would like to ask if you agreed with that decision?

Regards

[REDACTED]

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