

FORMAL COMPLAINT

TO BE LODGED AGAINST

MS. ROSALIND FRANKLIN

DIGGORY PRESS / EXPOSURE PUBLISHING

THREE RIVERS, MINIONS, LISKEARD

CORNWALL OL14 5LE

ENGLAND

TEL: (0044) (0) 1579 363 348

EMAIL : MEADOWBOOKS@HOTMAIL.COM

WWW.DIGGORYPRESS.COM

**IN THE MATTERS OF
POSSIBLE BUSINESS FRAUD , THEFT ,
MISREPRESENTATION AND ATTEMPTED EXTORTION**

COMPLAINT INSTIGATED BY

DR. STEPHEN T. MANNING

CHECKPOINT PRESS, DOOAGH

ACHILL ISLAND, CO. MAYO

REPUBLIC OF IRELAND

TEL : 098 43779

EMAIL: CHECKPOINT@GO.COM

WWW .CHECKPOINTPRESS .COM



To: An Garda Síochána, Achill Sound, Co. Mayo
CC: Devon and Cornwall Constabulary, UK

Re: Formal Complaint by Dr. S.T. Manning, CheckPoint Press, ROI
vs. Ms. Rosalind Franklin, Exposure Publishing / Diggory Press, UK

Dec 03 2006

To Whom it My Concern;

Under telephone advice from the Devon and Cornwall Police, I am writing to register a formal complaint against **Ms. Rosalind Franklin of Diggory Press / Exposure Publishing, Three Rivers, Minions, Liskeard, Cornwall OL14 5LE. Tel (0044) (0) 1579 363 348.**

As advised by the UK Police, I hereby respectfully request the assistance of An Garda Síochána in officially forwarding the following details of my complaint to the Devon and Cornwall Constabulary for primary investigation into the following activities:

- The fraudulent operation of a business; (misrepresentation; theft; fraud).
- The illegal publication, use, and sale of copyrighted material.
- The ongoing attempt to illegally extort monies from the complainant.
- The illegal use of a CheckPoint Press ISBN (see footnote page 2).¹
- The absence of legal accounting procedures; (undocumented receipt and spending of; and the unauthorised withholding of funds due to claimant).
- Breach of contract under British, Irish, and European Law.

Details of the Complaint:

1. Ms. Rosalind Franklin operates an Internet-based publishing operation based from the address listed above under the titles 'Diggory Press' and 'Exposure Publishing'. She advertises as "a low-cost ethical Christian company" making a clear distinction between herself and "other unscrupulous operators whose only interest is to fleece unsuspecting authors". She promises that she can publish a book "for as little as £30 UK sterling".

2. In March 2006, I emailed Ms. Franklin with a view to helping me finish and publish my own copyrighted book under my own CheckPoint Press imprint, using a CheckPoint Press ISBN. (This means that I own both the copyright and the international publishing rights to that book). The verbal agreement, supported by my emails, was that Ms. Franklin would check the preparation and integrity of my digital files and then submit them *on behalf of* CheckPoint Press to the printing company in England; namely Lightning Source UK.

¹ ISBN: International Standard Book Number. This identifies the publishing company for the international retail market. The ISBN in this particular case belongs to Dr. Manning / CheckPoint Press, and its use by Ms. Franklin under her own Exposure imprint without his agreement constitutes fraud, breach of copyright, misrepresentation and (possibly) also theft of sales.

3. Before commencement, I was asked to forward monies to open an account with Diggory, and over the following weeks forwarded the sum of £500 UK sterling. This money was ostensibly to cover checking-inspection work on my book *The Color of Truth Vol I*, as well as similar work on subsequent CheckPoint Press books. The understanding was that it should cost no more than £40 per book once we had ironed out the technicalities with the first book. I fully understood that there would be some extra costs with the first volume due to my need to alter certain files after-the-fact, and anticipated up to £75 being spent on that first project. Somehow, without any formal accounting whatsoever from Ms. Franklin, that figure has since inexplicably ballooned into £380+ without any authorisation from me, the account holder.

4. The problems began when I checked my book status on Amazon.com and saw it listed under 'Exposure Publishing' – Ms. Franklin's company. This was not as per the agreement (see footnote page 2), as I now had no access to any sales data. Neither could I make any alterations to my book without going through Ms. Franklin, whose erratic operating procedures and inflated charges were causing me increased concern.

5. Upon requesting that she resubmit my book as a CheckPoint Press title to Lightning Source as per the original agreement, Ms. Franklin falsely advised me that, "this was the best way to do it, and that it wouldn't affect the publisher's (my) access to book information". In this manner she capitalised on my (then) lack of familiarity with the publishing business so as to secure illegal control over my copyrighted materials whilst also fraudulently using a CheckPoint Press ISBN under her own Exposure imprint.

6. On Oct 20th, I then ordered a copy of the aforesaid book via Amazon.com, only to discover that work already charged to my account had not in fact been carried out as stated by Ms. Franklin. (I have kept the delivery receipt and that particular book as evidence).

7. For my own financial accounts, I also requested receipts for the monies lodged on at least four separate occasions by email and recorded letters, but to no avail. When I then could not reach Ms. Franklin for over a month despite several formal emails (see emails 'A' to 'J' attached) and four unanswered phone calls, I naturally began to worry about her ability to conduct business as per our verbal agreement.

8. After several unanswered emails over a seven-week period, I finally wrote to Ms. Franklin on Mon November 6th 2006 giving a time limit for a response, failing which I would have to terminate our business relationship. She still failed to respond. I then telephoned on Monday November 13th 2006 only to have the phone put down on me twice in succession. I tried to call a third time now requesting the return of digital files and outstanding monies owed, only to be verbally abused and insulted (see attached emails 'K' & 'M').

9. I then wrote a formal letter advising that our contact was terminated and that Ms. Franklin, as per industry norms, should now return; (i) monies owed (£80.34 as stated by her in email 'B' attached); (ii) my digital book files (copyright of myself which I paid to be formatted); and (iii) to remove my book from circulation via Diggory / Exposure outlets – something that was never authorised in the first place; the continuation of which constitutes breach of copyright law and theft of any book sales thereof.

10. By my own reckonings, Ms. Franklin actually owes me *at least* £239.80 sterling, which is the balance of £500 minus £260.20 – the latter being the absolute *maximum* I could agree to being charged for the itemised charges in her belated email of costs (see email 'M'). Even though I was facing the loss of a further £147.20 (£260.20 minus the box of books ordered –

totalling losses of £387.00) I was so concerned about Ms. Franklin's unpredictable personality swings and questionable ethics and that I was now prepared to write off the whole enterprise and simply start again from scratch.

11. However, Ms. Franklin has refused point-blank to accommodate my lawful requests (see email 'Q'), and seems intent on causing as much added costs and inconvenience to me as possible. Indeed, Ms. Franklin will not cooperate even in the matter of cancelling the contract. Against my specific requests, she stubbornly continues to advertise and sell my book; is holding on to my copyrighted digital book files; my CheckPoint ISBN; and the monies genuinely owed to me – whilst simultaneously lodging capricious charges against my account in an insidious attempt to steal those monies.

12. These additional charges are blatantly fraudulent inasmuch as Ms. Franklin has added them after-the-fact in an attempt to justify the belated theft of CheckPoint monies. The fact that she has lodged nonexistent delivery charges for a colour book supposedly sent to me here in Ireland is just one simple proof of her dishonest attempts to extort more monies. Ms. Franklin will not be able to demonstrate the dispatch or postage of any such book – and therefore has exposed the true facts of the matter. (Please see final listing in email 'O').

13. Instead of apologising for her many personal offences and breaches of contract, she has instead now launched a vindictive and libellous attack on my character. She also seems intent on using her illegitimate control over my book to try to extort more monies from me, whilst simultaneously attempting to intimidate me into dropping this complaint (see email 'M').

14. I would be greatly obliged for any assistance in resolving this matter. Furthermore, may I respectfully request that in the event that Ms. Franklin maintains these illegal activities, that those investigating this enquiry advise me of the manner and means by which I can seek justice in this matter under Irish, British and/or European law. I hold both Irish and English nationality, and am willing to travel to the UK to pursue redress in this matter.

For further information, please view the attached record of emails and letters in support of this complaint, and/or contact me directly at the address below.

Thank you kindly for your time.

Sincerely yours

Witness

Stephen T. Manning PhD
Editor, CheckPoint Press

Mr. John V McGivney
Legal Affairs Officer
CheckPoint Services

KEY

Black text = original emails and letters from CheckPoint Press

Red text = edited responses from Ms. Franklin / Diggory / Exposure

Blue text = commentary and explanations from the complainant

Emails and Letters Sent to Diggory Press with Edited Responses

(A) Mon Sept 18th 2006

Hi Rosalind;

Just a quick one to check on where we're at as per getting the colour version done? Have the printer problems been sorted out yet? I will also need to know approximate prices etc before we go ahead, as well as getting a confirmation that the changes for the UK colour version have been noted (cover changes, new review blurbs for the back cover etc)..

Also, I really do need some confirmation of how my account stands and would like some formal receipt for the monies received and spent so far. A formal invoice to my business address would be best, but if you're too busy a PDF file will do for now – so long as I can print it out for my records thanks..

Final point Rosalind; I noticed that the book is listed under Exposure Publishing on Amazon.com. Is this correct? I recall asking to use the CheckPoint LS account. If you can explain this I would appreciate it thanks.

Anyway, I do feel I should have the B&W version transferred to my CheckPoint Press account with LS so that I can control the data etc...How can we do this? Can you organise this? Naturally I can pay for any reasonable charges involved..

Otherwise, hope all is well and business is booming..

Stephen
CheckPoint Press

.....
(B) 5 days later: Short response from Diggory

Fri Sept 22nd

Stephen

Your account has £80.34 credit.

Rosalind

.....
(C) Sat Sept 23rd 2006

Thank you for the response Rosalind, but can you also send the other information requested in the previous emails please? In particular a breakdown of the monies spent so far? I have a schedule planned for marketing and need to get things lined up, as well as take care of accounts.. thanks..

Best wishes

Stephen
CheckPoint Press

.....
[No response](#)
.....

(D) Thurs Oct 05th 2006

Hi Rosalind...Is everything okay? I'm not getting any responses to emails for some time. Considering your usual prompt responses I wondered if all is okay? If you're just too busy then I can wait a while, but can you please acknowledge receipt of emails, thanks..

Speak soon

Stephen
CheckPoint Press

.....
[No response](#)
.....

(E) Fri Oct 13th 2006

Dear Rosalind;

This is the third email without a response. Just a reminder that I'm still waiting for some news about where we stand as per the colour version of the book? I also have questions about the LS account? Not having heard from you lately is causing me some concerns as per my own plans re marketing etc for Christmas..

I don't wish to intrude at all Rosalind, but if you're having problems of some sort then please let me know and I'll call when it would suit you.. let me know the best time..

Also a respectful reminder that I have yet to receive any invoices or receipts for money sent so far. I don't want to give you extra stress Rosalind, so can you please simply acknowledge these emails letting me know we're still on track..?

Kind regards

Stephen
CheckPoint Press

.....
[.... \(F\) 3 weeks since last direct contact from Ms. Franklin:
Still no personal response, but a generic email is sent to all Diggory contacts stating that they have been having email problems with Hotmail accounts.](#)
.....

(G) Wed Oct 18th 2006

Hello Rosalind
Just to let you know I received the generic message about your Hotmail problems. In case you didn't receive my last few emails, I repaste them below for your perusal, and will use this email account instead. Hope this helps..

Stephen

.....
[12 days since generic email and 4.5 weeks since last direct contact from Ms. Franklin](#)
.....

(H) Mon Oct 30th 2006

Dear Rosalind

You will excuse me if I express some concerns, but I have now left two unanswered messages on your answering service and sent several emails these past weeks without due response. The fact that you didn't even give me enough time to talk today on the phone before saying "Yes I'm getting your emails. I can't talk now – do it by email.." and then putting the phone down on me.. is also somewhat disquieting?

Seeing as you acknowledge getting the emails Rosalind, but are not responding to them leaves me assuming that you are having some sort of personal difficulties? As I said before Rosalind, I don't wish to intrude – especially if it's a personal rather than technical problem – but if you could respond with simple 'yes' or 'no' embedded replies to the following questions then I will put off my own plans until things are sorted out.

- Are you receiving my emails?
- Are you having other technical problems?
- Is the printer ready to move ahead?
- When might I expect to get back on track with the colour version?
- When can you deal with the account issues previously mentioned?

I am a very understanding person Rosalind, and I will do my best to accommodate you, but as I'm sure you understand, I need some sort of professional feedback other than having the phone put down on me before I can speak..

I believe it's reasonable under the circumstances to wait three days before trying to contact you again. If I haven't heard from you by Thursday Rosalind I will telephone again with the respectful request that you allow me at least enough time for some reassurances – meanwhile, I sincerely hope all is okay..

Stephen
CheckPoint Press

.....
[No response..](#)
[Approx 7 weeks since last direct contact from Ms. Franklin, and 1 month since generic email](#)
.....

(J) Mon Nov 6th 2006

Hello Again Rosalind

After trying to call you yesterday without success, and considering your answer machine would not pick up, I must now presume that something is seriously amiss at your end. Whilst I can empathise with any personal problems or technical difficulties you may be having Rosalind, I hope you'll agree that it is not reasonable to expect me to continue to try to conduct business with you in this manner – especially when considering my past experiences as previously explained.

I have asked repeatedly both by email and phone that you give me SOME answer as to the matter of your abrupt lack of communication – but no response for weeks now! You have also cut me off on the phone without due explanation. This is both disrespectful and disturbing Rosalind, and is quickly becoming unacceptable to me. I have lodged considerable monies with you Rosalind, but have yet to receive any acknowledgement thereof – nor have you yet accounted properly for the monies spent despite my repeated requests..

Therefore, and very regrettably Rosalind; I must now advise you that if I have not received a suitable response to my previous messages by close of business (5pm) Friday Nov 10th then I must, respectfully, cancel our business arrangement.

In this matter, and until if-and-when matters are resolved to my satisfaction, you are no longer authorised to draw monies from my account with you, nor operate on my behalf, or that of CheckPoint Press in any other way.

I sincerely regret that things have come to this Rosalind, but I hope you will now respond with a view to getting back on track as originally agreed.

Yours;
Stephen T. Manning PhD
CheckPoint Press

.....

(K) Still no response

I then tried to call on Monday November 13th in the late afternoon. As soon as Ms. Franklin heard my voice, she stated “Look, I told you already – send an email..” and put the phone down before I could speak. I called a second time receiving a similar response, only ruder this time; “Listen! Didn’t you hear me the first time! I don’t want to talk to you...send me an email!” . I then called a third time whereupon I started to ask for my money back, and was met with a very loud and frenzied “F**K OFF!” before the phone was slammed down again...

I then sent the following letter by recorder delivery and email..

.....

(L) Mon Nov 13 2006

By Recorded Delivery and Email

I'll keep this direct and to the point Rosalind.

For a month now you have failed to acknowledge my emails and phone calls, and have left me hanging without any indication of what was amiss –because of this I have risked losing a contract with a local college for eighteen books for the Spring Term.... that was going to be done through you..

I repeatedly asked you for the briefest of explanations – anything to give me some idea of why you were suddenly unavailable to continue with the work I have already paid you for. I am a reasonable person and would have been quite understanding if some explanation was forthcoming – but nothing at all for a month now? Neither have you submitted the breakdown of costs I requested in regards to monies already taken from my account with you.

You assured me that you are an honest person Rosalind, and that you are running an ‘ethical Christian company’ – indeed you have made a big point of this in your previous conversations and on the website. But the way you are conducting business at present is not at all ethical is it Rosalind? Neither is it very ‘Christian’, and it is certainly not acceptable to me.

The way you have handled yourself these past weeks a totally unacceptable way to do business – at least it is for genuine professionals who respect their customers. And now you have the audacity to put the phone down on me twice despite my calm and professional enquiries. Then you tell me to f**k off.... How dare you Rosalind! I don’t know what you’re thinking, or who you think you are dealing with, but as you are about to discover, you have made the gravest of errors.

You now have three days from today – that is until close of business on Thursday to do the following tasks or face the consequences.

1. Immediately remove my book from your website, and from any other channels in any way associated with you or your company.

2. Either (i) refund me in full for ALL monies spent with your company, or (ii) return all book files to me in PDF format along with the outstanding £80.00 you recently advised was in my account.
3. Forward an accurate bill in relation to monies already taken out of my account.

You may also consider a written apology not only for the lack of responses to my reasonable enquiries, but also for your crass vulgarity on the phone (but only if your 'Christian ethics' allow you to of course).

If these tasks have not been addressed by close of business Thursday Nov 16th 2006, then I will, as is my legal right, take the following action:

1. Seek legal redress for monies owed, and sue you personally for fraud, breach of contract, and for personal damages.
2. Lodge a formal complaint with Lightning Source / Ingrams / Taylors / Amazon / the BBB and any other agency remotely associated with you or your business.
3. Post a complaint on the Internet, and forward it to all author-related websites as a warning.

You have three days only to reply to this email address or, to CheckPoint Press, Dooagh, Achill Is., Co. Mayo, Ireland

Dr. S.T. Manning
CheckPoint Press

.....
(M) Tuesday Nov 13th 2006

Surprisingly, an email response came the very next day, but this extremely long email was aggressive, abusive and unapologetic and was contrived to portray me, the client, as 'a nuisance' who was engaged in 'deliberate and selfish harassment'. This, despite the afore-quoted evidence of emails sent and received, and the fact that Ms. Franklin, with £500 UK of my money in her account, would not respond to six professional structured emails or four enquiring phone calls over a seven-week period.

The following extracts quoted verbatim are particularly pertinent to my complaint:

Nov 13th 2006

...I am within my rights to tell you to 'f off' if you do not obey our advice... I am certainly not going to apologise to you... ...swearing is how I get rid of persistent nuisance callers...

Great customer service from an 'ethical Christian publisher'.. isn't the term 'obey' a bit of a give-away though..? As for being a "persistent nuisance caller", I would say that four unanswered phone calls in a month is not at all unreasonable under the circumstances..

Why can't you just take the 'hint' the first time instead of bringing this upon yourself eh? ...I am not going to apologise for that. Not now or not ever. I do not like losing my temper, but frankly you deserved it today. There was a reason for it... your selfish, unreasonable and harassing behaviour.

Strange way to view professional enquiries about where my £500 has gone..?

Your book will be withdrawn from being printed for all new copies as from tomorrow. I have withdrawn it from our website now.

This wasn't true. Ms. Franklin reengaged upon this undertaking the very next day, instead holding my book to ransom in an outrageous attempt to justify emptying my account...

Note that there is no apology of any sort, only a great deal of negative hyperbole and caustic remarks. The tirade went on for four pages before threatening me with legal action if I dared to make a complaint or go public about my experiences with Ms. Franklin.

Then, Ms. Franklin offered the following contrived list of costs as a belated (and fraudulent) account of monies received and work undertaken on my behalf.

Your account

30/3/2006 -	£15 insert 3 new pages into b+w
£15 Join up pdf	**£15 insert 3 new pages into colour
£15 front cover	**£15 insert 3 more colour pages into colour
£15 rear cover	version
**£10 Barcode	£9.16 copy to J Putti in Eire
£30 setup	£105.80 20 copies @ 5.29
£13 proof and delivery to Eire	£7.24 postage on above
£5 spine artwork	£15 list cover etc on the amazons
31/3/2006	14/08/2006
£15 insert new pages into pdf	**£40 text revision at printers
**£15 edit likewise the colour	**£27.50 insert 10 new pages into pdf
version	

less total paid by you means that YOU CURRENTLY OWE US £17.30

Kindly remit by return.

Rosalind

**PUBLISH YOUR BOOK FOR ONLY £30 OR US\$50
VISIT WWW.DIGGORYPRESS.COM**

This is a blatant attempt by Ms. Franklin to attempt to place me on the defensive whilst fraudulently trying to steal the remaining funds in my account. The whole list is highly questionable. When considering her claims to **PUBLISH YOUR BOOK FOR ONLY £30 OR US\$50** one is naturally left wondering how on earth she can justify such exorbitant charges in my particular case? Even allowing for some 'custom' work, most of the listed tasks are standard procedures in book publishing that would normally come under the umbrella of the advertised **£30 OR US\$50**. So how can Ms. Franklin justify charges of ten times the normal amount in my case? Quite clearly, this is an overt and deviously-belated manipulation of the originally-agreed charges.

Furthermore, those listings marked with ** were NOT at any point authorised by me (and probably were never carried out either – I have seen no evidence in support of these charges). On the contrary, I specifically asked Ms. Franklin NOT to proceed with the colour version of the book until certain things were clarified (see email 'A')

In any event, the total of Ms. Franklin's contrived bill only adds up to £382.70 UK pounds. This means that she is stating that I only paid her the unusual amount of £365.40. This is clearly fraudulent for two specific reasons:

- (i) I paid Ms. Franklin by cheque and money order. Firstly a UK bank cheque in the name of Mr John McGivney for £200, followed by money orders drawn in UK pounds for another £300, which of course is duly documented.
- (ii) Given I was never quoted exact costs by Ms. Franklin at any point, why indeed would I have drafted out exactly £365.40 instead of the round figure of £500?

Seeing the troubling direction that things were going in, and now realising that Ms. Franklin was clearly unstable (or at least 'unpredictable' – according to others in the business who have dealt with her), I decided to try to cool the waters somewhat by offering a compromise that would still end up costing me several hundred pounds. This includes the money (now wasted) spent with Ms. Franklin, as well as the additional costs of republishing my own book again under my own imprint.

.....

(N) Wednesday Nov 15th 2006

Ms. Rosalind Franklin
Diggory Press / Exposure

By email and recorded post

Our Ref: DP-1106

In an effort to avoid a long and distasteful legal battle with you Rosalind, and in an effort to calm the waters somewhat and give you an opportunity to bring this matter to a close without further recriminations, I respectfully suggest that you forward this letter, along with my previous emails to your lawyers. Hopefully, they will see the logic of complying with my reasonable requests so that both you and I can get on with our lives without descending into what promises to be a long, costly, and very time-consuming battle of wills.

Firstly, perhaps I should advise you that I have taught business ethics at University level, and that I am both a qualified Christian minister and counselling psychologist. Hopefully, this will reinforce the integrity of what I am saying to you in a genuine spirit of 'Christian' compromise. I have been down this road before Rosalind, and I can assure you it is not worth the trouble considering what's being asked. I am still getting calls from disgruntled authors who, like myself, had the misfortune of doing business with PageFree Publishing in the US. A simple search under their name and the word 'fraud' will show you the extent of the Internet campaign against them. They tried to intimidate me with legal threats too, but I took them on and continue to do so – purely upon principle. That matter is being dealt with by the Attorney General of Michigan as we speak, and I fully expect them to face criminal charges for what in their case, is a clearly fraudulent operation.

As for yourself Rosalind, I actually believe you are trying to offer a legitimate service. But the plain facts are that you did not maintain a reasonable level of correspondence with me; you did not provide invoices or receipts; and under your own admission, you used profanity on the phone. Now you level libellous charges of harassment against me, and insult me further with unsolicited opinions. I believe it is fair to say that three emails and four phone calls in a month to a business contact who has inexplicably 'dropped off the radar' does not constitute harassment in any shape or form. Despite the inflammatory rhetoric of your email Rosalind, we both know that this 'harassment' charge has come right out of the blue. It is completely reasonable under any formal business arrangement for a person who has already pre-paid for a service to expect to be kept informed of progress. If you cannot handle the protocols of customer service Rosalind – either for technical or personal reasons – then you should consider either taking on more staff, or changing jobs. I say this not to offend you, but simply to point out the obvious fact that if you can't (or wont) communicate with paying customers in a manner commensurate with international business norms, then if you wish to avoid situations such as this, you need to make some changes.

As to the matter at hand, it may interest you to know that I have today received a copy of my own book via Amazon. I ordered this about two weeks ago when I realized something was amiss, and I felt I should check whether or not you had actually undertaken the tasks requested and paid for. As you know Rosalind, you have listed charges for these tasks in your email. Those tasks have not been done, and I have the proof here in my hand. I will keep the book in its original packaging and date-seal it as evidence if needs be. I have also ordered my phone records for the past six weeks so as to prove

the fact that on the three occasions I did call you, the phone was put down on me within seconds. Mr McGivney is also standing by to confirm the monies paid to you – for which I still have no receipts.

I am still maintaining my Thursday 5pm deadline, but in a spirit of ‘Christian’ compromise I now offer you this revised format to bring our business to a close:

1. Remove my book from circulation as requested
2. Return the finished book files to me so that I can get the book back in circulation with minimal aggravation or inconvenience (you might bear in mind the added costs I will incur doing this)
3. Refund the £80 outstanding as per your last advice to me prior to this dispute

If you can accommodate these requests Rosalind, - or at least confirm that you will do so by 5pm on Thursday, then I will wait for the royalty statement as indicated in your email, and withdraw the civil action planned to be instigated on Friday. In this regard, may I respectfully suggest that you check with your lawyers as to how you would fare should I in fact press ahead with a lawsuit as detailed previously.

I hope you will take this opportunity to bring our business relationship to a close in a manner that I believe best accommodates both our needs.

Sincerely

Witnessed

S.T. Manning PhD
CheckPoint Press

J.V. McGivney Esq

.....
(O) Ms. Franklin’s response is to add insult to injury, adding a further £95.50 UK pounds to the bill for work which she once again fraudulently claims was undertaken but for which there is no evidence at all. In regards to proof of fraud, charges are listed for the posting of a book proof to Ireland. If this was indeed sent, then there should be a dated record thereof..

In any event, the charges this time are levied against a total of only £400, not £500 as can be shown was actually paid in to my account. This could be a simple accounting error, but under these specific circumstances, and considering Ms. Franklin’s hostile position, I would like this and any other such ‘accounting errors’ to be investigated as possible deliberate frauds after-the-fact.

The second offence here is the related attempt at extortion. Holding copyrighted material from another publishing company against their wishes, especially when expressly directed to release it is a breach of copyright law – as is the attempt to sell any books without originating author/publisher permission (i.e. Dr. Manning at CheckPoint Press).

Stephen

I missed the 2nd page of your statement with us, so the figure I sent last night was understated. I have bolded the new items that were omitted from the statement last night.

Your account with us

30/3/2006 -
£15 Join up pdf
£15 front cover
£15 rear cover

£10 Barcode
£30 setup
£13 proof and delivery to Eire
£5 spine artwork

31/3/2006
£15 insert new pages into pdf
£15 edit likewise the colour
version
£15 insert 3 new pages into b+w
£15 insert 3 new pages into colour version
£15 insert 3 more colour pages into colour
version
£9.16 copy to J Putti in Eire
£105.80 20 copies @ 5.29

£7.24 postage on above
£15 list cover etc on the amazons
14/08/2006
£40 text revision at printers
£27.50 insert 10 new pages into pdf
£27.50 insert 10 new pages into colour pdf
£15 barcode and insertion on cover for color
version
£30 color setup
£23 inc delivery proof to Eire

less total paid by you means that YOU CURRENTLY OWE US £78.20. As no credit is given, I suggest you let us have this payment immediately. When we get this payment we are owed, we will THEN withdraw your book from printing, distribution and sale.

Rosalind

Diggory Press, Three Rivers, Minions, Liskeard, Cornwall, PL14 5LE

PUBLISH YOUR BOOK FOR ONLY £30 OR US\$50
VISIT WWW.DIGGORYPRESS.COM

.....
(P) I then sent the following message in the hope that Ms. Franklin would reconsider her aggressive and provocative stance, and end the matter with minimal aggravation to both of us..

From: "Stephen Manning" <stmphd@hotmail.com>
To: meadowbooks@hotmail.com
CC: _____
Subject: Last opportunity..
Date: Wed, 15 Nov 2006 05:22:15 -0900

I just read this email after composing the attached pdf, so I'm going to ignore it for now..and see what your response might be..I do hope you take this opportunity Rosalind..

Please read attached pdf and respond by 5pm tomorrow.

Pdf attached referred to the previous letter of compromise

.....
Amazingly, Ms. Franklin responds with more arrogance and rudeness, opening her email by calling me a liar in the matter of having a new copy of my own book in hand... the email rants on in similar unapologetic manner, employing exaggerations, inventions, and downright lies in a transparent attempt to justify her fraud and spitefulness towards a paying customer who had the misfortune of believing her Internet claims of being an 'ethical Christian company'.

This contrived email is obviously written for the benefit of anyone viewing the complaint, and is a devious attempt to alter the truth of the matter..

Although the text is verbatim, I have edited out unnecessary paragraphs and corrected the spelling mistakes for ease of reading..

(Q) Tue Nov 14th 2006

Stephen

You do not have the proof at all in your hand.
What am I looking at here then..?

These tasks were done at the time they were billed – (but I never saw any bill) you got a trial pdf with these corrections so you know that we did those corrections in a timely manner and you approved it weeks ago – (I approved a digital file– that's all. But where is the evidence that you actually completed the task..?) and a revision did go through at the printers at the time. We can prove these things.

I hope you can prove these things Rosalind – because I simply don't believe you. According to Lightning Source if you had submitted those files as stated, those corrections would have gone through weeks ago.. but they haven't have they – as I can see here with my own eyes..

You also knew there were email and other problems delaying our normal rapid response times.. Another misleading exaggeration – this is not exactly true – obviously written for the eyes of the lawyers. I only received one generic email to this effect as Ms. Franklin well knows – that does not excuse over seven weeks of non-contact when she had my funds in account and had promised to undertake certain tasks by a certain date.. ..so again get your facts right. You are just cross because I put the phone on you. Get over it. Rude and unapologetic again, but I suppose I should be grateful she didn't swear at me this time..

Regarding having already prepaid for a service you actually owe us money Stephen, check your statement I sent you. Absolute nonsense and attempted fraud.. Besides, the only 'statement' sent was the email listed.. I never received even one formal invoice, receipt, or bill throughout..

We do not owe you £80 - you are quoting a balance that was on your account months ago before further work was done.. (I am only quoting your own email Rosalind). ..that you authorised. Rubbish! did NOT authorise any such work as will be shown – in fact I specifically directed you NOT to draw any more funds as shown in previous emails.. besides, what business person would ever presume to spend a client's money without some sort of accounting procedure?

You in fact owe us money - £78.20 to be precise - so you had no money at all on account and have not had for weeks. Another maliciously fraudulent statement..

There is no way you are getting the files we have worked on. How kind-hearted of you Rosalind.. considering those files are of no use to you at all and will only take a mouse-click to send back.. if you don't intend to illegally use them then the only reason you have for non-compliance is pure malice.. They are not your property and you knew this was the way we worked as we refused to let you have files before and you accepted the reason then. Not true. More lies written for the lawyers.. Accordingly Rosalind, I challenge you to show where and when I signed off to any such agreement...?

Once you pay us the money you owe us for work we have already done for you that you have committed yourself to, (contrived deception again) we will withdraw your book from sale. (You are contractually and legally obliged to withdraw my book upon request – as stated clearly on your website as well) For the sake of a quiet life and to get this distasteful matter resolved quickly, I will drop the £53 re setup fees you owe us if you drop the legal action. (You really are incredible Ms. Franklin. Do you really take me for such a fool?) Your book will be withdrawn from sale as soon as we receive the remaining balance due from you and not before. Amazing arrogance and contempt for the client once again..well, enough is enough..

Rosalind

PUBLISH YOUR BOOK FOR ONLY £30 OR US\$50

.....
(R) Nov 21st 2006

By email and post

Obviously Rosalind, you seem to think I have nothing better to do than continue to repeat myself over and over again. I made it very clear what the repercussions would be if you failed to respond as requested by Thursday last. Sadly, you appear to have chosen to add insult to injury by not only *not* carrying out your obligations to your client, but by audaciously presuming to try to charge me an extra £160-£200 after-the-fact for work you *claim* to have done but for which I have no evidence whatsoever. Then there is your continued rudeness...

Who do you think you are dealing with here Rosalind? Have you perhaps mistaken my civility as some indication of weakness – or of foolishness? Do you really expect me to be coerced by impudence, arrogance, and obstruction – let alone this latest attempt at extortion? You cannot simply fabricate charges now that you have deigned to actually communicate with me at last – that is fraudulent Rosalind. Fraud and attempted extortion to be exact. At the very least it is gross incompetence coupled with incredible arrogance on your part. Instead of taking the generous offer I made last week, you now dig yourself deeper by further insulting me. I am (or was) the client Rosalind. You were *supposed* to be providing a paid service. But instead you messed up grandly and must now face the consequences. You have a great deal to learn about genuine business ethics, and about how to manage your personal conduct...

Even if you had in fact done the extra work listed, surely you don't seriously expect me to pay for materials which, given the fact that you have made our relationship unworkable, have no further value to me? Why couldn't you have just emailed me a simple 'yes' or 'no' to my respectful enquiries about any problems you may have been having? Why the rudeness and arrogance Rosalind? You can't have it every way. Do a professional job and keep the respect and trust of the clientele. Do a poor job – or be belligerent and abusive – and you lose that trust and respect. In business, you will also lose time, money, and any potential for advancement with that particular client.

When you failed to respond to me for over a month; failed to account for hundreds of spent pounds; and were then rude and abusive on the phone, you breached several business protocols that in any civilised business relationship would be considered deal-breakers. Then, in response to my legal request to cancel the contract, you further insult me and impugn my character with a spiteful diatribe – and now this latest attempt at extortion. I was a paying client Rosalind – not a piñata for your unpredictable personality shifts. And whilst I can empathise with the stresses of doing business, it is neither my place nor obligation to accommodate your inability to deal with those stresses in a reasonable manner.

I have now been extensively inconvenienced and put well out-of-pocket due to your unprofessionalism, yet still I am waiting for some apology or professional response from you? It does now seem I am wasting my time doesn't it? But still, I'll try to explain it one last time...

Notwithstanding the fact that you should *not* have published my book under the Exposure imprint in the first place; and not withstanding the fact that you then put the wrong ISBN on it; and not withstanding you have already drawn hundreds of pounds from my account without properly documenting each transaction; and not withstanding the rudeness, arrogance and intransigence you have displayed of late; and taking into account this latest attempt to extort even more money from me in spite of my generous offer of compromise last week.... As I said before Rosalind, I don't know what your 'ethical-Christian' business model is based upon, but it is certainly no form of Christianity or ethics that I recognise.

I have tried to understand the curious logic by which you seem to think that it is okay to verbally abuse the client; continuously ignore the client; charge exorbitant fees for minor tasks; keep no client account records; slander the client; and attempt to extort monies under threat of non-compliance... but I still

don't get it Rosalind. There simply is no excuse for your portrayal of yourself as an 'ethical business'. Accordingly, you are also technically guilty of 'trading under false pretences'.

I gave you a very fair and reasonable offer to simply refund the £80 you *stated in writing* was still in my account before this dispute. I also asked you to return my pdf files, which are of absolutely no use to you any longer, and I asked you to remove my book from distribution. Complying would have shown a professionalism that I could relate to, as well as saving me added time and costs over the £500 you have already siphoned from my account – much of it exorbitantly. Instead, your obdurate refusal to do any of these things shows a disturbing penchant on your part towards avarice, spitefulness, and obfuscation. Frankly Rosalind, I am amazed that you think this sort of behaviour is acceptable in any type of relationship – let alone in a so-called 'ethical-Christian' business relationship. In short, and considering you have still not taken the opportunity either to apologise or accommodate my reasonable requests – I see no alternative but to take this to the next level.

However, just in case you really don't understand the seriousness of the situation you are in – and as a final 'Christian' accommodation to you Rosalind – may I now urgently recommend that you address the matters noted in my last letter without delay and notify me accordingly. I am ready to launch the actions I promised in my first letter, but have held off so as to give you an opportunity to apologise and comply, and to ensure I did not react solely out of anger and frustration. Now however, I am convinced it is my duty to tackle you on these matters on principle. Your subsequent responses have shown me that you are not a trustworthy person Rosalind – at least not in this case – and so I now feel released from any obligation to withhold from exposing your activities to other potential authors, as well as pursuing you through the courts for satisfaction as previously indicated. That satisfaction will now also include legal costs and damages both to my business, and to me personally.

I have spent enough time, effort and funds on this ill-fated enterprise with you Rosalind, and I do not intend to waste any more. There is no reasonable excuse for the breaches and failures on your part, nor for the subsequent rudeness and offensive behaviour. And I know this isn't the first time you've heard this from someone in the business. You need to do the right thing now, and accede to my requests immediately and unconditionally – and at least try to learn something from this encounter.

You have until close of business Friday 24th November to confer with whom you must. Other than a confirmation by email of your intention to comply fully and unconditionally with my requests, I do not wish to correspond with you further, nor am I interested in your unqualified opinions. Indeed, any other attempts to communicate could now be viewed as harassment and added to the formal complaint.

However, a formal apology – along with compliance with the requested actions – would go a long way to convince me not to move ahead as planned. You should give this some serious thought Rosalind. Meanwhile, may I respectfully suggest that you endeavour to reform your attitude both to the customer as well as to business matters in general.

Please now send the refund cheque to my business address; email my pdf files to _____; and contact Lightning Source directly to formally withdraw my book from the Exposure account before 5pm Friday November 24th.

Yours,

Stephen T. Manning PhD

.....
[No response](#)
.....

(S) Nov 25th 2006

By email and registered post



Ms. Franklin;

You were advised to carry out specific legal obligations to me as per standard contractual protocols by Thursday Nov 16th. I then gave you the courtesy of extending the deadline to Friday Nov 24th 2006 at 5pm. But you have failed to respond in a reasonable or honest manner.

Instead, you have now attempted to perpetrate three separate frauds, and have libelled me in your latest correspondences. The fact that you have been foolish enough to detail those frauds and deceptions in your emails will now prove your undoing. And no – I'm not interested in discussing it further with you.

For all the noise you make about 'other unscrupulous operators' it seems you too are just another unethical and fraudulent operator out for a quick buck. I would like to give my full opinion, but I have better things to do than waste any more time trying to draw an honest reaction out of you. The fact that you operate under the pretence of being an 'ethical Christian' is what really galls me – as no doubt it will other industry professionals. You should be ashamed of yourself, but evidently you're not.

So be it. I hereby formally declare my intention to follow through with each of the actions as detailed previously. Its time for people to see your real character. Mistakes and delays are acceptable Rosalind. But arrogance, rudeness, deception, ignorance, intransigence and theft are not. You obviously thought that my civility was an invitation to exploit me. What a seriously grave error of judgment you've made.

By the way, I formally withdrew my book from circulation some ten days ago. Asking you to do so via LS was my way of finding out your real character. You failed the test on every score. Legal action and an Internet complaint will now proceed as promised.

S.T. Manning PhD
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