

Updated Final Draft – Formal Demand for Immediate Compensation and Accountability

To: support@msofas.co.uk

From: Simon Paul Cordell

Date: Thursday, 31 July 2025

Dear Msofas Customer Care,

This message is not just a reminder, it is a declaration from myself to you. A declaration of how your company has left me unsupported, blamed, and without the basic decency of comfort in my own home for **“Seven Months”** following the delivery of a structurally defective sofa on **07th of June 2025**, for a non-defaulted sofa I ordered of yourselves on **01st of April 2025**, and at the price of **£1,422.99**.

Key Facts and Failures:

1. **I Never Sought Two Sofas as Compensation:** From the start, as stated in my **“First Email (9 June 2025)”**, I was planning to purchase **“Two Sofas,”** one for my main living space and one for my new summer house. This intent existed **“Before”** your product was flagged faulty. I chose your company out of trust, not duress.
2. **Refusal to Resell the Sofa to Me is Ethically Concerning:** You now refuse to allow me to retain this sofa, despite its diminished value and forced adaptation within my home. If it's not fit for resale to me at a discount, what customer will be told it's new? Msofas staffs action imply you're withholding it **“To Resell As New,”** and/or depriving me of a lower price but not others considering it resell price due to this cases circumstances and these are practices that I reject as they are both unmoral and illegal, nor ethical or logical.
3. **Forced Use Was Caused by Your Delay:** I did not want to use a broken product, especially one that may now be sold second-hand. My use was **“Not Misuse,”** it was necessity born of your delay. You failed to act promptly, forcing me into this position.
4. **False Accusations and Attempted Blame-Shift:** Across **“14 Emails”** From **“9 June To 24 July,”** you twisted factual evidence into accusations, saying the sofa was torn through **“Excessive Force”** or **“Shoe Marks.”** These claims were disproved by your own engineer. Yet you have offered **“No Apology.”**
5. **Packaging Removal and Your Misapplied Policy:** Your team removed packaging without consent—while I was still debating a return—and later cited this to deduct refund amounts. This policy was weaponized against me unjustly.
6. **Physical and Emotional Harm:** I'm now in recovery from a medical procedure (covered by a sick note from **“28 July 25 August 2025,”** plus extensions if needed). I cannot lift heavy equipment or rearrange my flat for another delivery. Your actions have left me **“Without Comfort,”** with **“Ongoing Pain,”** and under **“Unjust Stress,”** all avoidable had your staff acted lawfully. I gave clear warning about my recovery after surgery to Msofas, what is my reason for purchase of sofa, but they failed to support me in a way that would accommodate these circumstances by blaming me with unfair logic rather than analyzing the situation in a fair a mutual manner until reports had been completed.

I therefore disclose to you in these proceedings a copy of my sicknote as **Exhibit:** S1 & **Exhibit:** SB.

- **Exhibit: S1**

Circle Health Group

STATEMENT OF FITNESS FOR WORK
For social security or Statutory Sick Pay

Mr, Mrs, Miss, Ms Simon Paul Cordell

Patient's Name 28/7/25

I assessed your case on post-surgery

And, because of the following condition(s):

I advise you that:

☒ You are not fit for work

☐ You may be fit for work taking account of the following advice

If available, and with your employer's agreement, you may benefit from:

☐ a phased return to work ☐ amended duties

☐ altered hours ☐ workplace adaptations

Comments, including functional effects of your condition(s):

This will be the case for four (4) weeks to 11/8/25

Or from 28/7/25 to 11/8/25

fitness for work again at the end of this period.

The Kings Oak Hospital

- **Exhibit: SB.**



7. **Designated Living Space Ruined:** Your delay forced me to “**Dispose**” of my “**£5,000 Italian Leather Sofa Due To Fire Hazard Complaints,**” after your defective product made proper storage impossible. I invested heavily in redesigning my home to accommodate your item, based on your promise of support. Now you suggest removal and refund, erasing everything.

My Legal Rights – Consumer Rights Act 2015

I Am Entitled To:

- A full refund without deductions

- Compensation for consequential losses
- Protection from policy manipulation
- Redress for false accusations, emotional hardship, and loss of use

Final Demands – Claim Ref: MSOFA000000031816

1. **“No Collection”** without prior written agreement on **“Retention Or Compensation.”**
2. **Immediate payment for:**
 - **Disposed Italian Leather Sofa:** (£5,000) — should your final two options (removal or refund) remain unchanged.
 - **Redesign Costs:** (cupboards, fireplace, furnishings,) should your final two options (removal or refund) remain unchanged.
 - **Emotional And Physical Hardship:** tied to forced use and delayed surgical recovery, should your final two options (removal or refund) remain unchanged.
3. **A written apology acknowledging:**
 - Product faults,
 - False blame,
 - Contradictory communications,
 - Ignored fire hazards and stress inflicted.
4. **Legal & Litigation Clause – Statutory Backing Included:** If resolution is not achieved by **“07th August 2025,”** I will escalate to:
 - Trading Standards,
 - Consumer Ombudsman,
 - Formal Legal Proceedings for Breach of Contract and Duty of Care.

Should legal escalation become necessary, I will additionally claim **“Compensation For All Litigation Expenses,”** in accordance with:

- **Consumer Rights Act 2015:** granting full refunds where goods are faulty, misrepresented, or unfit for purpose
- **Civil Justice Council’s 2025 Final Report on Litigation Funding:** which confirms that consumers forced into legal action by a trader’s failure to resolve a valid claim may recover:
 - Solicitor fees,
 - Case preparation costs,
 - Evidence compilation and procedural expenses.
- **PACCAR reversal legislation (2025):** confirming enforceability of consumer litigation funding agreements

These costs are **“Not Restricted To Court Fees”** and will be documented in full, including legal quotes and case timelines. Any attempt to deny these costs will be met with reinforced statutory reference and professional legal follow-up.

Your conduct has failed “**Legally, Morally,**” and in “**Duty Of Care.**” I expect resolution and accountability, not avoidance.

Yours sincerely,

Simon Paul Cordell

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