

Your Ref: TO FOLLOW

21 December 2021

Dear Mr Wood

Thank you for your letter dated 16 December 2021.

I believe every case is different and it is down to interpretation of the law and that ultimately it is a decision by the Courts.

Therefore I shall express my opinion on the matters raised in your letter and address your points, albeit from a layman's point of view.

The reason I proposed that particular agreement to Mr Tomlinson instead of being paid in GBP was because Mr Tomlinson stated that he couldn't afford to pay me as he was struggling financially. Therefore I believed that I could offer him a deal that would support him as I really believed in my abilities in turning his race from a mere 700 entries to a 1,500, potentially doubling his net profit. I wanted to help him out. I wanted to make his race the best there is in the UK. I had all best intentions. Anyone reading the contract can see that it's not made to my advantage.

As you rightly point out, I relied upon my "*repute in the trade*" to realise on payment for the services I provided to Mr Tomlinson as per our agreement. I could argue against your point of "*significant gain on the rates you would otherwise obtain*", given that you do not know the amount of hours I spent on the promotion and any other costs I have incurred with travel, professional printing of materials, setting up the website, editing etc. As you will be aware, with any promotional activities, most of these are being made before the actual event, to attract interest and participants.

For example, thanks to my connections and promotions, I secured entries from Romania for Mr Tomlinson. For the first time in his seven year race history. These competitors entered Mr Tomlinson's race based on my endorsement and my "*repute in the trade*", with an estimated total fee received by Mr Tomlinson of £2,700. They didn't know Mr Tomlinson. They knew me and they trusted me.

You also state that I "*could have earned even more potentially by selling the birds after the race*". This is untrue. Given that once the 30 entries would be sold into the race, they wouldn't belong to me anymore. They would belong to the new owner. It would be their gain if the bird managed to get into the final and returned and got sold, gain which is split 50-50 with Mr Tomlinson. So again, the one gaining out of this is Mr Tomlinson, not me.

So to suggest that I could have made significant gains overall through this arrangement, is not true. I felt belittled by the comment in your letter as it suggested that I was not worth the money I requested.

My relationship with Mr Tomlinson started in early April 2019 when he approached me as he believed I was the right person to make his race successful. Since then I carried out significant unpaid work in promoting his race and also on a personal level, supporting him through his shows in the UK. For example, I did interviews with him on my online show, I put together videos shot with my drone. I did all this for free as I believed in him.

For reasons unbeknown to me, Mr Tomlinson started denigrating me online, around March - April 2020 and he refused to return my calls or any attempt to resolve any potential misunderstandings amicably. He began a sustained online campaign of denigration of my name and my reputation, with posts in which he called me a con man, a fraudster and a liar. He claimed that I tried to "*rip him off*", a malicious accusation that he never proved. In the end he even stopped using my name and simply called me "the con man".

He shared these posts within several Facebook pigeon groups and generally at any opportunity that he had to bring my name into disrepute.

I have written evidence of his posts, comments, website links and texts, comments I received from people who bought into my syndicate and then withdrew their entries as they believed that the birds would not get a fair treatment given Mr Tomlinson's prejudiced and derogatory comments (including on his live streamed shows) towards me. So to be clear: people were afraid that these 30 birds (which weren't 30 after all, but this is another story) would not get a fair treatment given Mr Tomlinson's hatred towards me. It was his actions that created the unfairness, not mine.

In addition, I received slurs, insults and death threats, all as a result of his public comments about me. From people that never met me or had anything to do with me. All as a direct result of Mr Tomlinson's actions. I have evidence which I will provide if/when required by law to do so.

Yes, it is correct that I proposed as an alternative to enter the birds myself. Mr Tomlinson stated that it was against the race rules, which I wasn't aware of. He did not offer any other alternatives to ensure I received payment for my services.

As an alternative I also asked for my son to enter the pigeons in his own name. He declined it and asked for the full entry fees. He never at any point proposed any alternative that would suggest that he was prepared to pay for the services I had provided.

Mr Tomlinson offered at some point to pay £3,000 but then withdrew his offer (for which I also have evidence). He later offered £2,000 which I refused (June 2020). To me this demonstrates that Mr Tomlinson knows that he has not paid for my work. Therefore I can not accept your suggestion that I *'negotiated and received any payment'*.

I tried everything I could to get some form of payment for all the hard work I put in. I think you can understand that the commercial dispute is not as straight forward...

Which takes me to your point about the *"company's legal remedy to sue for the debt"*. My decision not to chase the debt was two fold:

- 1) It didn't make commercial sense to pursue it given solicitor's costs, court's costs that would far outweigh the money Mr Tomlinson's owed me;
- 2) The stress that Mr Tomlinson and his family put me and my family through months on end was not worth it. My family and my health take priority.

I simply chose to walk away. I wanted to draw a line under this matter and move on with my life.

So I disagree with your interpretation of my actions. Simply because I chose to walk away does not entitle Mr Tomlinson to use my work and then demand that I give him the right to the work anyway. My actions (and/or lack of) are not an endorsement to agreeing him to use my work.

In relation to the flyer and your point with regards to consumers *"having imperfect recollection and are poor at remembering details unless items are seen alongside one another"*. Given that the letter doesn't quote the source, I believe this is a personal opinion and not a fact supported by evidence and/or research in relation to entries into pigeon races. Therefore I believe this is a subjective matter. Unless evidenced otherwise, I doubt that people entered any other race in the belief that they entered Mr Tomlinson's because they got confused by a particular flyer. So there is no detriment on Mr Tomlinson's behalf.

I am not prepared to provide you with any contracts or agreements between me and third parties. These are confidential agreements between me and the third parties. If Mr Tomlinson is so concerned that he may be breaking copyright laws, then he should stop using my work. However, given that he's still using these designs publicly after engaging your services suggests to me that he is not *"seriously concerned"* about breaking copyright laws. As I mentioned before, I believe that my commercial dispute with Mr Tomlinson is not resolved, therefore he shouldn't use my work.

In addition, he appears not to be *"seriously concerned"* about breaking copyright laws when he's actively advertising DVDs that I produced, with photos and montage that I produced which

include my company's logo (as per my CAD letter recently sent) without my permission. So, he is using my work illegally, making a profit from my work, yet he is "*seriously concerned*" about a flyer.

With regards to defamation mentioned in the last part of your letter and my posting on my website, I include a recent Facebook post by Mr Tomlinson dated 11 December 2021 (copy enclosed), ten days ago. He contacted a total stranger, someone he had never met or was connected to. But someone who had a complaint against one of my employees in 2014. Seven years ago. I thought this example post would be relevant for your records. I'm not exactly sure what Mr Tomlinson is trying to imply there in relation to my attempt at '*trying to rip them off*' and that I'm telling people that I'm just "*a family man*". Also, for accuracy of information, I only met Mr Tomlinson in April 2019 and our dispute started in April 2020, so to state that he suffered "*3 years of hell*" is completely untrue. However, for someone who only reads his statements, this sounds powerful. In my opinion his actions are done with intent and malice. He is actively instigating someone who posted something seven years ago. He is resurrecting the hate whilst stating something untrue.

Another example of false accusations by Mr Tomlinson made public was during a live stream video in October 2021 about my apparent hacking the WDW Auction website although he had no evidence. That video stream is viewed live by potentially hundreds of people and being shared thereafter. His viewers listen to him and take in the hate propagated by him on a live stream. So the potential for damage is immense. Again, another act done with intent and malice, with no evidence of me having anything to do with his issues. Yet, so powerful at instigating hate. I felt the need to address that particular incident, not only because I simply haven't got the skills to carry out what Mr Tomlinson is accusing me of but also to inform him that what he's saying is practically impossible based on the software used. However, do you think my comments would matter to a public that already thinks of me as a "con man", a public that doesn't understand how the internet works but are supporters of Mr Tomlinson...I don't think so. Again, the power of his words in a live stream can not be undermined.

There are many other posts and comments (posted also by his son, Robert Tomlinson, with the most recent dated 14 December 2021) that span from April 2020 to date.

As you can see, there are two sides to every story.

With regards to my recent posting online mentioned in your letter, I removed some of my comments. I hope that satisfies your request. I believe in freedom of speech and I believe that I have the right to discuss this matter publicly based on facts. I decided to put the website up due to the bullying and harassment I received continuously from Mr Tomlinson and his family starting with April 2020. As you will notice, I do not promote the website and I have evidence of traffic to the website, so I can demonstrate that this is my way of simply protecting myself from abuse. Abuse that is still being actively carried out on online media, live video streaming, whatsapp group chats etc reaching out potentially thousands of people.

Yours sincerely



Mark Lyford

TOMLINSON FB COMMENT NO1



Gary Tomlinson wrote

Dec 11 (6 days ago) ▾

Peter Grahm we have mutual friend

Deleted from facebook

👍 No action available



Gary Tomlinson wrote


Dec 11 (6 days ago) ▾

looks like Lyford is still scamming he tells everyone he is just an ordinary family man we have had 3 years of hell with this man and still on going because we noticed what he was up to so he didn't get ch to rip us of

Deleted from facebook

👍 No action available

ROBERT TOMLINSON FB COMMENT



Robert Tomlinson

1h · 🌐

Be careful if this number starts ringing you people it's a scam that makes out they are selling life insurance but they are just after your bank details!

Funny how a certain someone has started trying to cause trouble again and I start getting scammers ringing me again it's so obvious who's behind them as they always start up at the same time well good luck with your career in TRYING to con honest people out of there money but remember one day calmer will come to you and bite you real hard!!!

17:56 ↗

📶 4G 🔋

Caller identification

⚠️ According to our users' reports, there is a high probability that the telephone number **01482270018** that called you is a **life insurance phone scam!** At the moment we are unable to verify that this number is genuine and truly belongs to SSE

Why do we care? Falling victim to a scam can have a huge emotional impact as well as a severe financial one. It is vitally important that older people are aware of the type of phone scams, and know what to do to protect themselves.