

Our Ref: SF.RobiM08-02  
Your Ref: JK  
DEI: Simon.Fagan@aticuslaw.co.uk  
**Manchester Office**

FAO Mr. Jake Kanter  
Deadline Investigations Editor  
Penske Media Corporation

By Email Only: jkanter@deadline.com

Dear Sir,

**MARCO ROBINSON**

We are instructed to act for and on behalf of: Mr. Mark Robinson aka Marco Robinson and Undisputed Films Limited. Please note our instruction and contact details accordingly.

Our client recently received correspondence from you in which you have identified that you have been conducting an investigation into our clients and that you intend to publish a story regarding various allegations of and regarding our client's business activities and alleged 'public representations'.

For and on behalf of our client, we initially question the rationale behind pursuing any such enquiry and challenge that there is any public interest or justification either for an investigation and/or in particular, any form of publication.

Our client fully appreciates however that the press has a liberty to investigate and publish such stories as they consider newsworthy, subject always to the understanding that the content of any publication should be honest, truthful and conveyed accurately and fairly. You will be aware but are nevertheless reminded of the various and wide-ranging codes of conduct in place in respect of the publication of any article.

We initially comment that it is apparent from your correspondence, that you are and remain in contact with a group of individuals who are and have been engaged in a dispute with our respective clients. You have made reference to a recent judgment from Coventry County Court, and we have no doubt that you are aware of separate proceedings which are ongoing before the same Court and which are pending trial and/or determination. As such, it is appropriate and before addressing any of the specific issues that have been raised within the course of your correspondence, that it is prudent to confirm that should any article be published which in any way, interferes with the course of justice in respect of any other matter before the Court, then all rights are reserved including and in particular, a right to pursue applications for abuse of process or contempt of court pursuant to the Contempt of court Act 1981.

However, our client responds to your summarised comments as follows: -

## CLAIMS BEFORE COVENTRY COUNTY COURT

1. It is correct that [REDACTED] secured a judgement as against our respective clients, but that judgment was fact dependent, not general, and the Judgment did not record that either of our clients had engaged in, or were found to have, engaged in any act of fraudulent misrepresentation.
2. The claim was ultimately brought on the grounds that there was a breach of contract. This is a common claim and finding in the context of civil proceedings. We presume that you have been provided with a copy of the salient Judgment, but if not, a copy of the same can be provided for your attention, but it is of note that the presiding Judge did not find, as they are otherwise entitled, to record that the Defendants had engaged in fraudulent misrepresentation. This is further evidenced by the fact that the Judgment was limited to the value of the claim, statutory interest and court fees, as is normal and appropriate in respect of any such claim, and contrary to a finding based on fraudulent misrepresentation, where the Court has liberty to additionally penalise the Defendant's for dishonest conduct.
3. In any event, you will please record that an appeal in respect of the judgment has been prepared, and progression of the same only delayed whilst our clients await a document from the County Court and from the Deputy District Judge who presided over the trial, following which the appeal to the High Court will be considered.
4. In respect of the two remaining claims which are pursued before the Coventry County Court, each of which is broadly similar to the claim pursued by [REDACTED] featuring the same witnesses and evidence. You will be aware that the Claimants in those respective claims are [REDACTED] and [REDACTED]. You will kindly note that in respect of each of those claims, applications to strike out their respective claims have been pursued.
5. Whilst we do not in the course of this response, intend to particularise the grounds on which those applications are pursued, we do comment that said applications include allegations of collusion as between each of the three claimants, based upon evidence which the Claimants themselves have produced.
6. You will, or ought to be made aware that [REDACTED] [REDACTED] and [REDACTED] the respective claimants in the Coventry proceedings, are all connected in that they are all engaged by, own and/or work within a business known as the Indie Filmmakers Foundation ('IFF'), an entity that co-incidentally competes with the business of Undisputed Films Ltd. It is noted that following previous correspondence to IFF identifying the link as between the three claimants and this entity, the website has been closed for an 'update', but there are and remain sufficient links to the parties:

[https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjA-P-7lrGOAxWhX0EAHYrLB7AQFnoECBEQAQ&url=https%3A%2F%2Fm.facebook.com%2Fstory.php%2F%3Fstory\\_fbid%3D10169014041015710%26id%3D707130709&usg=AOvVaw3SjZbyIl9wkNwF7EjsbVfi&opi=89978449](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjA-P-7lrGOAxWhX0EAHYrLB7AQFnoECBEQAQ&url=https%3A%2F%2Fm.facebook.com%2Fstory.php%2F%3Fstory_fbid%3D10169014041015710%26id%3D707130709&usg=AOvVaw3SjZbyIl9wkNwF7EjsbVfi&opi=89978449)



<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjA-P-7lrGOAxWhX0EAHYrLB7AQFnoECBcQAQ&url=https%3A%2F%2Fwww.indiefilmmakersfoundation.com%2Fabout-us%2F&usg=AOvVaw2dmwcHdtx5bWvF5bM5TjZX&opi=89978449>

<https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwizzrjl1rGOAxWnaUEAHTD9KOgQFnoECBAQAQ&url=https%3A%2F%2Fwww.indiefilmmakersfoundation.com%2Fabout-us%2F&usg=AOvVaw2dmwcHdtx5bWvF5bM5TjZX&opi=89978449>

[https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjspgmCl7GOAxXoZ0EAHTdUKzkQFnoECA0QAQ&url=https%3A%2F%2Fuk.linkedin.com%2Fin%2Fjesspeters6&usg=AOvVaw1\\_tuk7\\_tIOBErTfz3lZ3kj&opi=89978449](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjspgmCl7GOAxXoZ0EAHTdUKzkQFnoECA0QAQ&url=https%3A%2F%2Fuk.linkedin.com%2Fin%2Fjesspeters6&usg=AOvVaw1_tuk7_tIOBErTfz3lZ3kj&opi=89978449)

7. The contract as between Undisputed Films Ltd and the respective individuals specifically provided that they are restricted from competing against Undisputed Films Ltd or working for a competitor for a period of 2 years, however and in each instance, in setting up and managing Indie Filmmakers Foundation, each of the Claimants are in breach of contract.

#### **LEGACY OF LIES**

8. You have referred within your correspondence to our client having described himself as a producer of 'Legacy of Lies', but this is incorrect. Our client has referred to himself as being a 'co-producer' in respect of the film and has maintained this position on his social media and various publications since the film was released in 2019. The reason as behind this declaration and publication, is because that is exactly what he was. You have referred to a 'cease and desist' letter as sent to our client by the 'credited producers' of the film and which we shall presume has been provided to your attention.
9. You will not be aware however that a full response has been served in respect of that cease and desist letter and where our client has confirmed that (i) that the entity with the original rights to the production and the intellectual property, was dissolved in 2021, but in any event, sold all its rights to Netflix and as such, none of the 'producers' have any rights to make any demands in respect of the use, or misuse, of any intellectual rights of and/or regarding the project; and (ii) irrespective of the above, Mr. Robinson was able to refer to and produce correspondence from the production company in 2018/19 where they specifically confirmed that Mr. Robinson was an executive producer in respect of the project, indeed such correspondence being prepared in one instance specifically to assist the immigration authorities in facilitating the entry of Mr. Robinson into Ukraine to participate in filming.
10. There has been no rebuttal of that evidence and no dispute as to its legitimacy or reliability.
11. You have referred to the failure of our client, Mr. Robinson, to invest \$250,000 into the production, but this is incorrect. This sum was invested in 2017, and the funds were used to meet the initial costs of pre-production, but the production required further funding which Mr. Robinson believed he could, but ultimately was unable, to fulfil. If as may be inferred from your correspondence, that this failure resulted in the company subsequently failing to credit

Mr. Robinson with a producer credit, then this was not communicated to Mr. Robinson at any time until the recent course of correspondence, despite his social media presence identifying his involvement having being active and visible for almost 6 years.

12. Mr. Robinson was active in the production and in assisting the promotion of the project from 2017 and had been working with the Director and scriptwriter Adrian Bol from 2014. Indeed, Mr. Robinson and Mr. Bol formed a company Eager Films (UK) Ltd and was in regular contact some time before the appointment of the producers engaged with Legacy of Lies. In relation to production credits, Eager Films has been credited. We do however comment that when investigating the production on line, various websites promote the involvement of between 3 and 19 different producers, executive producers and assistants.
13. Our client's position is relatively simple; our client has not sought to conceal his participation in the project. His 'producer' credit has been attributed to his IMDB account and has been visible and accessible. At no point prior to the dispute have any of the 'producers', Legacy Film Limited or (and in particular) Netflix UK or USA, pursued any claim, application or served any pre-action correspondence upon our client in respect of his disclosure. In summary, our client maintains that he was offered and accepted a producer status and relied upon the same accordingly. If there are parties now claiming that the producer credit, was withdrawn, then they failed to communicate the same at any time save in the course of and following the Dispute and our client maintains that to have done so before the completion of the project, would almost certainly have constituted a breach of contract.
14. As early as 2020 and following the release of the film, third parties were engaging with Mr. Robinson and on the basis that he was a producer of the project:

[https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://maactioncinema.com/archives/13471&ved=2ahUKEwj\\_rDE7K2OAxVVWEEAHUiiGfiQFnoECE8QAQ&usq=A0vVaw0H2wvnk4xJ7\\_4u2VFHJ-zc](https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://maactioncinema.com/archives/13471&ved=2ahUKEwj_rDE7K2OAxVVWEEAHUiiGfiQFnoECE8QAQ&usq=A0vVaw0H2wvnk4xJ7_4u2VFHJ-zc)

15. As such, whilst it is additionally accepted that our client had a role within the production, it is and remains maintained that he derived a producer credit and this should otherwise be recorded. Accordingly, our clients' representations within his website and biography are correct and are not an overstatement in the context of Undisputed Films Ltd literature or promotions.

## CHATGPT

16. It is difficult for our client to comment on your generic complaint that our client has used, or relied upon, ChatGPT in respect of various questions as raised. Absent particulars, our client cannot comment on what response he did or would have given. There is however no restriction on our client using any internet or any other research tool which assists him in educating and teaching his clients and it is entirely possible, that our client has sourced and presented information to various clients which has derived from the internet. Despite our clients previous production history and experience, he has not claimed, nor does he claim, to be a fountain of all knowledge and if and where information has been secured from a third party source, the information has been provided (i) in response to an enquiry raised by a client; (ii) to which our client did not have the answer; (iii) provided in good faith; and (iv)



without representing or claiming that the knowledge was his. It is surprising that in the current digital climate, that any complaint should be investigated or advanced, which relates to the use of any digital resource.

17. It is however the case, that our client Mr. Robinson, has an extensive background in the production of various projects including film and television.

#### **STOLEN**

18. It is denied that our clients have represented to anyone that they are 'involved' in a project called 'Stolen' with Sir Ben Kingsley and/or Imogen Poots. Stolen is a film concept in respect of which Sir Ben Kingsley and others, have been identified as potential and preferred cast.
19. The identification of 'preferred' cast is entirely common within the film industry as the same is pre-cursor to approaching agents and the poster settings are no more than a 'mock up' clearly identifying that the project is 'casting now'. It does not claim, nor is it the case, that any cast member had signed up.

#### **GET A HOUSE FOR FREE**

20. This program was created by Channel 4 and they contacted and sought the involvement of Mr. Robinson therein. Whilst the only project that aired on television referred to one property in Preston, other properties were gifted in similar, but unaired productions. There is no dispute that the program was produced, featured Mr. Robinson – who met the costs of the property given away – and was aired on Channel 4.
21. It seems incredible, that rather than endorse the generosity of an individual in funding and gifting a property to a third-party beneficiary (irrespective of any personal benefit through PR), that criticism is levelled at him for referring to more than one property.
22. Furthermore, and in any event, Mr. Robinson instructs us that he has been engaged in similar projects in Peru and other jurisdictions.

#### **DEADLINE**

23. The comments represented to you about the content of the trial are incorrect. No representation was made by Mr. Robinson in respect of Deadline having offered an apology and as such, any suggestion or claim that our client has misled or lied in Court is incorrect and any and all such allegations of contempt of court are wholly untrue and are vehemently denied.
24. In the course of trial and in order to substantiate an argument advanced by the Claimant, reference was made to their being a media investigation conducted by Deadline into our clients conduct and in respect of which our clients confirmed that they had not heard further from you following initial correspondence. Our client apologised for not being in possession of that correspondence to submit during the hearing. He did not advance, nor maintain that he had received an apology.

## **START OVER**

25. It is difficult for our clients to comment on unparticularised allegations in respect of the distribution of royalties. Neither of our clients are individually responsible for the collation of royalties, these derive from payments made the retailer or distribution network. If and in the event royalties have not been paid to the client, then this is and can only be because the retailer or distributor has not paid them. If you wish to provide or can facilitate that the source(s) of this complaint identifies themselves, then a full account can be sought and provided. Our clients do however maintain and assert that any and all royalties received by them (and for the avoidance of doubt, only Undisputed Films have ever received any royalty payments), have been paid onto the appropriate parties.
26. As to the manipulation of sales rankings, any suggestion that the conduct of 'manipulation' is unlawful or wrong, is denied. Our client's best endeavours are utilised to facilitate the best ranking of a book and such conduct is no different from the use of an algorithm in respect of any other product available via digital platforms.
27. Our clients actively engage in seeking to promote their clients' products and have successfully achieved such recognition. The criticism that our client solicited co-ordinated reviews, is denied but our clients will undertake all reasonable and lawful means to promote the best interest of their clients. From a client's perspective, the recognition derived from having a book recorded as successful, even in an unusual category, still creates value and benefit and enables that client to advance and promote in the future, that previous books attained a high-ranking status in said categories.
28. Our clients do however maintain that those categories in respect of which their clients publications have been promoted, are not 'remote' and include categories such as Health and fitness, financial management and self help & personal development.

## **KNIGHTHOOD**

29. The issue of and over our client being referred to and calling himself 'Sir Marco Robinson' and in particular within the Undisputed Films Ltd forum, is not nor has it ever been averred to as having been a title imposed upon him by means of a knighthood.
30. The absence of a knighthood in the context of a title duly imposed by the monarchy within the United Kingdom, does not prevent our client from having been recognised by another jurisdiction.
31. In 2014, our client was recognised by the Sultan Mahmud Badruddin III of Malaysia for his various charitable works and contributions to regional business. On the 1 November 2014, our client was anointed Dato Seri, a title equivalent to that of 'Sir', albeit founded in another jurisdiction.
32. Our client is entitled to refer to himself by this honorary title but as the term 'Dato Seri' is generally unknown within the United Kingdom our client has abbreviated the same to 'Sir'.
33. Our client has been addressed as, and has referred to himself by, this honorary title since 2014. At no point and despite his details being publicly available and published, at no point has



anyone save for and in the course of this dispute, raised any issue of or over his use of this comparative title, or sought to prevent him from doing so.

#### **CHARITY AND CRYPTOCURRENCY**

34. Your representation in respect of the amount of monies generated by Freedom X are misleading, specifically because you are referring to an income of £690 from 2021. The charity hasn't operated since 2021. As to the representation that our client has 'helped thousands' off the street, our client is unsure as to where you derive this representation, but in any event, our client has assisted a large number of homeless both in the United Kingdom and overseas (a feature in part duly recognised by the award of Dato Seri honorarium).
35. You have thereafter made wholly unsubstantiated allegations of a criminal nature against our client and in respect of allegations of having 'defrauded' clients in respect of NKD digital currency. This allegation is without foundation and any publication that avers, suggests or claims that either of our clients have been engaged in or undertaken any act of dishonesty, and in particular, any allegation of fraud, will be strenuously defended and will lead to proceedings for defamation.
36. No allegation of fraud has been presented to our client. He has not been arrested, nor invited to attend for any voluntary interview, nor summonsed nor subject to any civil claim involving any such allegation. For the avoidance of doubt, any and all allegations are and shall remain vehemently denied and are without foundation.

#### **NECKER ISLAND**

37. It is denied that Mr. Robinson has asserted to having been 'personally invited' to attend at an event on Necker Island by Sir. Richard Branson. It is however the case that our client has been invited to speak at an event on Necker Island, by Paul Smolinski, an authorised event organiser who acts for and on behalf of Sir Richard Branson.
38. Our client has a plethora of emails and communications in respect of this invitation and our client would have spoken at the event earlier this year, but the event was postponed and is pending re-scheduling.

Our client has previously provided a range of documents to those parties involved in the dispute. It is obvious from your correspondence, that documents are being exchanged as between you and the parties to the dispute. Unfortunately, when our client has provided documents in response to previous complaints raised, one or more of the recipients have used that information to contact third parties directly, and rather than seek clarification of our clients account, have proceeded to advance their grievances with the intention of dissuading those parties from continuing to instruct our clients. It is however the case that our clients have a wide range of evidence that supports their position, and those submissions as made herein. Are you able, and if so what, assurances can be provided that if any such documentation is disclosed to you, that it will not be disclosed to any other party without our client's consent?

Our clients deny any and all allegations of impropriety, howsoever arising, and represent that and unfortunately, the dispute as between Mr. Robinson and a number of parties, has escalated out of all reasonable proportion.

As set out above and at the beginning of this correspondence, our clients appreciate that the press have freedom to report on such matters as they consider to be of public interest, but and with respect, the only known source of any complaint derives from those parties involved in the dispute or from those parties who have been contacted by them.

It is and remains to be the case that our clients have sought to respond to the various and complaints and arguments as raised against them and shall continue to do so and as there are Court proceedings ongoing and applications/appeals to be heard, it is trite to repeat that any material published in the course of this or any article, which does or may have the prospect of influencing or undermining any part of those proceedings, will result in proceedings being brought against the culpable party or parties.

All rights and remedies are and remain reserved.

Yours faithfully,

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a long, sweeping horizontal line that curves upwards at the end.

**ATICUS LAW SOLICITORS**