

**From:** Richard Howard  
**Sent:** Monday, November 02, 2020 12:20 PM  
**To:** Kris Deichler  
**Subject:** Kingston-upon-thames Court Listing at 10am on Tues 8th Dec 2020

Dear Kris,

It's clear that we both have very different points of view in regards to the refund for sessions not provided and so I am sure you will welcome the fact that I have proactively requested that Kingston County Court intervene as an objective third party.

Please find attached a court listing for **10:00am on Tuesday 8th December at Kingston-upon-thames County Court.**

You may wish to use this as an opportunity to outline to the Court your reasons and present documents for why a refund is not due in your eyes and so have your points heard by an *objective* party who will apply English Law to them.

It is a requirement that you serve all documents on the "claimant" in **advance** and so please email me all paperwork/exhibits at least 2 weeks prior to this date.

You are more than welcome to exhibit my December 2018 letter in full which you have quoted me on so that the Court can have some context by reading the whole thing.

It is also a requirement that at this hearing you disclose your current sources of income, assets, savings accounts etc (full list on what documents to bring can be found on page 2 of the attached) and monthly expenses so that if the Court is not satisfied with your objections then they can impose and oversee a monthly repayment plan which the Judge is satisfied is within your means.

**P.S.** I am serving this document on you via email with the Courts knowledge. If your residential address has indeed changed then you are welcome to provide this to me for I am happy to serve it via the post as well.

If you have any questions then please let me know otherwise I will see you on Tuesday 8th December.

Kind Regards  
Richard

**From:** Richard Howard  
**Sent:** Wednesday, November 25, 2020 23:56 PM  
**To:** Kris Deichler  
**Subject:** Court Listing at 10am on Tues 8th Dec 2020

Dear Kris,

I hope you are well.

It is now less than 2 weeks until the court listing at **10am on Tuesday 8th December** (attached again) and so if you do have any exhibits that you wish to show the court related to your allegation that a non-refundable contract was entered into vs the default one where paying for sessions offered and redeemed would only be due then now would be the time to post these exhibits to Kingston County Court and email me copies.

If after reading my email from the 2nd November / checking up on the law or taking legal advice you are now of the revised belief that a refund is legally due and you wish to resolve this matter without further cost then kindly forward the **£[REDACTED]** amount to...

Name: **Premier Ventures Ltd**  
Sort Code: **23-69-72**  
Account Number: **24982039**  
Reference: **Refund**

Kind Regards  
Richard

**From:** Kris Deichler  
**Sent:** Friday, November 27, 2020 9:58 AM  
**To:** Richard Howard  
**Subject:** Re: Court Listing at 10am on Tues 8th Dec 2020

Dear Richard,

I stand to believe that your original claim was lodged with the Court much earlier this year or even at the end of last year. Given that and the fact that you did not communicate with me about your intentions or make any attempt to inform me about the claim you made against me, nor make any attempt to check that the papers you claim were sent to an address had been received. You're aware I had no prior knowledge of this matter until your email sent in September. This despite the fact that we were in communication several times in the months before that and during which time you demonstrated you had ample time to write a long letter to me about your feelings on various points. Yet, at no stage did you write or call to inform me that you had lodged this claim with the courts, nor in any of the other emails and correspondence in that time either.

Neither did you at any point seek to understand what the refund policy exists is at Lighthouse for such a claim. Something I believe is customary for customers of a company to do as part of a refund request, given that companies in the UK are under no legal requirement to state or even display information about their returns and refunds policy. It is the obligation of the customer to seek this out if not known. Something you neither did prior to the services being delivered in 2018, nor have you since. Given this, please do not make statements that Lighthouse operates an "aggressive no refund policy". On what do you base that given a complete lack of direct discovery on this?

In terms of this matter between you and I, I have been recently advised a judgement was already made in your favour without any defence from myself, as stated in the letter attachment you sent to me on the 2nd of November. In light of that, it appears the attached letter is therefore not a request to give evidence, but a summons for me to agree terms of payment for the approved (in my absence) claim. **I have been told that by all accounts, seeing that the court has made this decision there is no available appeals process.**

Again, all of this happened whilst we were in written communication before the judgement was made and also with your knowledge that I had never received the official court paperwork you claim to have sent and that you at no point attempted to make me aware of any hearing being held, where I could have contested or challenged your claim.

It seems to me you have gone about this in quite the underhanded and one could even say cowardly manner. If not, then why didn't you bring this whole thing to light in early 2020, or when you wrote to me in February and request then to have an open and candid discussion about this and involve me in the process? Something you did not do. Perhaps that is because you feared your case was weak and saw a better chance of success by more clandestine methods?

I do not live at the address you used and so your claim must be against some other Kris Deichler and perhaps you ought to go there and seek answers from that person. I wonder whether you happened to send a sarcastically and insultingly themed cake with those papers also, as you have previously before with others you've been embroiled in legal matters with. Given the extensive and thorough response and the speed of this particular reply, it demonstrates the seriousness with which I and Lighthouse have placed on this matter. It demonstrates that we would have responded to the court similarly. Someone who avoids their responsibility does not embark on this level of thoroughness or expediency when and where

required, nor people who have 'lost their way'.

The bottom line here is that the service was provided to you throughout 2018 and at no point whatsoever was the service not able to be continually provided to you at that time or after, making your point in your previous email about universities not being able to provide their services during the pandemic irrelevant and incomparable. At no point was I unable to continue with the course of mentoring we both mutually embarked on and continued on until your letter of 5th December 2018. It was at this point you voluntarily chose to withdraw, by your own admission (to quote your letter of February 2020),

*“In regards to your comment in the Whats App message saying that it was my choice to step back you are correct in that that ultimately, it was.”*

It is my understanding that no refunds are required to be given by law in the UK for a 'change of mind', as you admit this was. Especially if that change of mind was 93% of the way through the fulfilment of the service too, I ought to add. Furthermore you have given no substantiation for how you came to this seemingly arbitrary figure that you have claimed either.

The judgement that has apparently been made against me here has therefore been made by default and achieved on a technicality, rather than any fair scrutiny and mutual process. No very serious legal issue could or ever would be concluded by such means but that's something it seems you are content to hide behind. The fact you are inferring that the upcoming hearing in December is an opportunity for me to present a case AFTER the said judgement has (by all accounts) been made, I find further points to either your own naivety of the process itself you have engaged in, or some kind of further underhanded and/or manipulative tactic.

I can see no reason on this basis why I ought to extend any courtesies or respect that haven't been hitherto given to myself. **There has been no appeal opportunity given to me in this process** and so I do not see why that should be extended in kind either. Had someone's intention genuinely been to seek an objective and fair decision on this, including the willingness to be wrong, I believe they would have gone about this very differently.

On a final note, you have made reference in your communications to me previously as to the fact that you and several other past clients of Lighthouse, who you claim to have spoken to about the company and who along with you believe it has 'lost its way' and on this I want to make two important points. The first being that in over 16 years and after operating on various levels with as many as 50,000 people over that time, the company has only ever received a total of 6 requests for a refund. In that time also, the company has grown to having 44 associated partners who have all significantly invested personally in the company itself and it's future projects.

This does not sound to me like a company or organisation which has 'lost its way'. In fact it is quite remarkable by any company's standards. Though when and if we do 'lose our way', we will go to all lengths to recover and learn from that. Rather though, it sounds as if there are those very few who *themselves* have lost *their* way but prefer to project that outside themselves, rather than question the validity of their assertions.

**The second point on this last note I also want to mention, is that you have expressed to me about your discussions and association with several other people who have all since become ex-clients of Lighthouse, following their involvement with you and for which you could potentially be held liable for slandering the reputation of the company and held accountable for the associated costs and losses as a result. We are currently considering investigating this matter and handed this over to our legal counsel.**

Regards,  
Kris

**From:** Richard Howard  
**Sent:** Saturday, November 28, 2020 18:49 PM  
**To:** Kris Deichler  
**Subject:** Court Listing at 10am on Tues 8th Dec 2020

Dear Kris,

Thank you for your selective answer to my email.

As I have stated on numerous occasions the case was opened on the **18th March 2020** one week after your response to my February 2020 letter. Proof of this has been attached, it will also answer your question in regards to how the total was computed.

In regards to your continued accusation that "*I had no prior knowledge of this until September*" I cannot say that I believe you based again on the fact that the one time you have reflected on your behaviour and apologised via phone was on the day the paperwork would have arrived at [REDACTED]...

Furthermore it is only my obligation as Claimant to serve documents on the "last know address of the defendant" being that this is an address **you** provided and multiple birthday cards have found their way to you the correct procedure was followed.

When you say "*given that companies in the UK are under no legal requirement to state or even display information about their returns and refunds policy*" please can you point to the law that states that companies are permitted to state that a no-refund policy has been agreed **after** funds have been sent?

Surely you have noticed before purchasing products and services that have no refund attached to them that you must give consent **prior** to entering the contract? An "oh by the way" after the fact is not lawful. I also request you direct me to the LIG contract, email or Whats App message where you stated this and I agreed to it.

Please also direct me to the law that states that "*It is the obligation of the customer to seek this out if not known.*" This is the first I have ever heard the accusation that the onus is on the consumer for this and so please educate me on this by providing a web link or name the precise law related to this as well.

## **Refund Policy**

In regards to "*please do not make statements that Lighthouse operates an "aggressive no refund policy"*." I think the above: you need to pay for sessions I never received and you never scheduled make this statement valid.

On top of that I can also refer to LIG's rip off policies when it comes to events such as *Dare 2 Dream* where £80 per person was taken for a promised event that never took place.

No replacement event or refund was ever provided and so presumably hundreds of people were conned presumably under the guise that it was "for the greater good" that LIG keep their money and provide nothing in return.

Another valid point would be for those poor souls who enrolled in the discipline course only to find that much more effort was put into pitching it then it's substance. Those that at best did 1/12 of the twelve month course were not given a refund for the 11 months but told, sorry no refund, we keep 100%.

LIG remains the only personal development company that I know of that does not provide some form of guarantee of outcome or a you're not happy, have your money back policy. As you stated to me at the time with your discipline programme, if the person doesn't get what they want from it, it's a sign they're not in the right place / they need more help. Transcribed into plain English = not our problem and no refunds.

So on what basis is the above not an "aggressive no refund policy"?

## Court Case Opening

Regarding this statement "*also with your knowledge that I had never received the official court paperwork*" this is an outright lie. Judgement was posted on **8th April 2020**. Paperwork was delivered to an address that you were known at and along with your apologetic phone call on the day the court paperwork arrived, it is complete nonsense to say that "I knew" you had not received the paperwork.

If your story is to be believed then you first become aware of this case when I emailed you on **3rd September 2020** then the first time I was told you had not received the documents was on **2nd October 2020** when you eventually replied. Six months after judgement.

I'm sorry you see issuing court proceedings to your last known address as "cowardly" and "underhanded" but it's what claimants are required to do. In regards to requesting a discussion I invite you to review your response to my February 2020 letter, is that an invitation that Kris Deichler wants to mend bridges and have an open and candid discussion?

Also what would the point of been in discussing this refund request? you have claimed for months now it's a no refund policy in your eyes. I know you rate yourself as a master influencer but I still would have sought a refund had we chatted and you would have still denied me one.

Haha oh Kris, bless you for bringing up the cake matter. Another example of something that happened 5yrs ago. Just so you know I do not regret it and for the record my friends, parents, own barrister found it rather amusing.

The police officer, Crown Prosecution Service and Judge either found it funny or harmless and even your own mentor Shaun said to me he "loved it". To this day you are the only one with a gloomy view on this, if you do not have a sense of humour then I'm afraid that's not my problem. Nice try though, trying to push another psychological hotspot and manipulate me to seeing things your way.

When you say "*speed of this particular reply*" I invite you to check your email records and see that the Kingston Court Listing email was sent to you on **2nd November 2020** therefore are you implying that 25 days should show as proof of the "seriousness" you are placing on this matter?

In regards to this statement: "*I have been told that by all accounts, seeing that the court has made this decision there is no available appeals process*" may I ask who you asked about this or where you read this? The county court? Your legal council? Gov.uk? As this is an untrue belief.

## Commitment to Fairness

In regards to "*we would have responded to the court similarly*" I am very happy that all of our communication in regards to this matter is written so I can call you on your shit. Kindly re-read the last paragraph of my email sent on **3rd October 2020** "*its clear you have some points that you would like to bring to the Courts attention and so I would like you to have the opportunity to present them. Once it has been proven that you were not aware of this case you can be assured that I will not protest to any application to re-open it and will give you full opportunity to have your objections heard.*"

I fail to see the "cowardly" or "underhanded" nature in my position. In all of the emails you have sent regarding this matter you have made it clear that as far as you're concerned, you are legally in the right and no refund is due. This last email has made it clear that you feel a victim of me / the system and things would have turned out quite differently if you had gotten your story and exhibits across. As you can see from the above statement, I am more than willing to allow the Court re-open this matter so that we can proceed to trial if there are valid grounds to do so.

## Substance

Like Donald Trump crying foul of mass election fraud without evidence you have made a lot of noise *implying* you have overwhelming evidence, presumably that I agreed to a no refund policy, you provided the December 2018 sessions but I just didn't turn up / answer the phone and that you have the law that says the onus is on the consumer to guess the refund policy, be bound to one that was never presented let alone agreed and stating "oh that's just the way we do things" after the fact but to date you have not named any law, referenced any case law or provided **any** evidence whatsoever.

Furthermore you have made it clear that your residential address is incorrect and so being that you are 100% convinced you will win this dispute then if you have indeed moved house then kindly show substance to this position by providing myself and the Court your new address. There is no reason not to if you are genuinely confident in your position.

## Disclosure

Before being in front of a Judge at trial there is a "disclosure" stage where each party must serve their skeleton argument and exhibits on the court and each other at least 2 weeks before. I have asked repeatedly for your documents but you have not provided anything besides unspecified laws and our LIG terms that you never saw or agreed too. I don't think I have to tell you that such vagueness won't be enough in a court room to stand as a credible defence.

## Documents Required

So to summarise, please provide the below (which you'd have to provide anyway to resolve this via trial)...

- (1) LIG written contract, email or Whats App messages outlining a "no-refund" contract
- (2) My signed copy or myself responding in writing agreeing to the above
- (3) Evidence that Kris called / was present in Pret in December 2018 and attempted to redeem **all** of Dec 2018 sessions
- (4) Link to the law that mean a no-refund policy is enforced as a default
- (5) Link to the law that state that terms and conditions not present at the time of the sale are valid afterwards
- (6) Link to the law that states the onus is on the consumer not the business to check contractual terms
- (7) Your current address of residence so that you receive all paperwork and exhibits from myself and the court

The above will all need to be provided for you to have a chance for the Judge to side with you at a hearing and so please provide them all now. It will save us both time.

You may well think that your confident statements come across as intimidating and that I'll withdraw but if I'm honest the intensity of them comes across more as desperation than anything else and so I still seek proof and substance. Being that LIG has a "legal council" I am sure that you can go to them for guidance or have them take over and provide the above without issue.

In regards to why mentoring was brought to an end its disappointing that all these years on you still cannot see (even though you admitted at the time that you had changed your style of mentoring) that your endless sales pitches and asking for money cap in hand was not what I signed up for. There was a cause that led to the effect of mentoring ending and I'm sorry you struggle to accept your share of the responsibility in it concluding.

In regards to your self-imposed victim statements of: *"No very serious legal issue could or ever would be concluded by such means but that's something it seems you are content to hide behind"*. and *"There has been no appeal opportunity given to me"* I request you read the above to see my voluntary willingness to re-open this matter. These statements are simply more untruths about my disclosed position.

In regards to your statement *"we do 'lose our way', we will go to all lengths to recover and learn from that."* I would have to disagree. If you really do think that charging for people for mentoring sessions that they did not receive and fighting tooth and nail for less than fifteen hundred quid is *"the way"*, I fear that your multi-level marketing company could well have some of the same headaches I had in the past. For one thing that I have learnt the hard way is that whatever I sell whether that be a product or service it must be **guaranteed** with a **refund** promise for any unhappy customers/clients.

I do find it somewhat amusing that you constantly ask me and others to do their discovery but you were unwilling to speak about the in your face style sessions we had, unwilling to go through the December 2018 letter at the time and deemed every single page of my February 2020 letter not



worthy of discussion as well as being unwilling to attend a session with trained psychologist so that they could bring in their point of view on my concerns and your way of mentoring. It will be fascinating for me to see based on my bullet points above how much discovery you are willing to do regarding this matter and if you are willing to shine the bright light of English law on your many asserted statements to see how valid or not they are.

## Threats

In regards to this: *"you could potentially be held liable for slandering the reputation of the company and held accountable for the associated costs and losses as a result"* Wow so our relationship has hit a new low. Threats. I firmly request that you do not go down that path any further and that you think about what energy and statements you put out there as if you pick up one end of the stick....

Furthermore on a lighter note, just so I'm clear and as you present yourself as very well versed with the law, if I did have private conversations with LIG survivors and it has not always been 100% positive you are saying we are liable/guilty of holding an opinion you do not like?! and that means your company should receive compensation for that?!

In regards to the associated "costs and losses" can you point to these? Which article, blog post, statement to the media, Facebook group are you referring to that has caused this? What sales or reputation has been lost due to these private conversations and more importantly, what was said?

As someone who always encourages others to "do their discovery" and "question your thoughts" do you not find it incredibly foolish and arrogant to label all of those who have left the LIG sphere to have "lost their way". How do you know what has been said or whether they are happy with their lives?

Not everyone's goal is to live like a pauper in their 40's, house share, be single and build a multi-level marketing company that for 20yrs has still not left the launching pad. It's great you now have 44 franchisees, I'm very happy for you, but clearly the other 49,956 clearly had other goals or perhaps they "have lost their way" too...

I also hope you will take time to look at the fact that successful companies that stand the test of time keep their clients satisfaction front row centre with refunds, replacements and in welcoming feedback. It is only unsuccessful companies and cults that attempt to control the narrative by suppressing peoples points of view with legal action.

With that being said please do forward me the details of your "legal council" (presuming they exist) as I want to ensure that I stay on the right side of the law and am very curious to know what I have said, done or otherwise that may potentially lead to LIG seeking compensation from me.

## Conclusion

The court listing on **Tuesday 8th December** remains live however **as stated through multiple emails I am willing to allow the case to be re-opened** so long as the above seven bullet points and any other defence documents are received on or before **Wednesday 2nd December**. For the record I have requested your defence documents ever since **3rd October 2020**, almost 2 months ago now...

If they are not received by then, then Kingston County Court will expect to see you on **Tuesday 8th December** at **10am** to impose a payment plan.

As you rightly state you will need to disclose your income, assets and expenses and as the Court document states, failing to attend can lead to a "contempt of court" order being made and a possible prison sentence and so I highly recommend attending for your own sake.

I really do have better things to put my time and energy into but if you want to re-open this matter and attempt to charge me for mentoring I never received I am more than willing to give you your day in court.

Kind Regards  
Richard