BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

CHINWE UZO CHIKWENDU

First Respondent

And

UNDIGA EMUEKPERE

Second Respondent

STATEMENT PURSUANT TO RULE 12 OF THE SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

I, Hannah Pilkington, am a Solicitor employed by Capsticks Solicitors LLP of 1 St Georges Road, London, SW19 4DR. I make this statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("the SRA").

The Allegations

The allegation against Chinwe Uzo Chikwendu, ("the First Respondent") and Undiga Emuekpere ("the Second Respondent") is that, while acting as solicitors at Riverbrooke Solicitors Ltd ("the Firm) and, in the case of the First Respondent, Manager and Owner of the Firm, and in respect of the conduct of an Employment Tribunal Matter on behalf of [redacted]:

1. Between around June 2018 and 8 August 2018, The First Respondent and the Second Respondent prepared and/or caused to be prepared a grossly inflated bill of costs and, in doing so:
   1.1. Breached either or both principles 2 and 6 of the SRA Principles 2011 ("the SRA Principles");
   1.2. Failed to achieve outcome 11.1 of the SRA Code 2011 ("the SRA Code")
   1.3. Acted dishonestly. Dishonesty is alleged as an aggravating factor of the misconduct but is not an essential ingredient of proving the allegation.

   The facts and matters relied on are set out in paragraphs 5-46 and 83-92 below.

The allegation against the Second Respondent only is that, while acting as a solicitor at the Firm, and in respect of a complaint made by [REDACTED] to the Legal Ombudsman:

2. Between around 29 July 2017 and 30 January 2020, the Second Respondent created an attendance note of a meeting with [REDACTED] which was false and misleading to the extent it suggested that the costs of the tribunal case were discussed during that meeting and, in doing so:
   2.1. Breached either or both of Principles 2 and 6 of the SRA Principles 2011;
   2.2. Acted dishonestly. Dishonesty is alleged as an aggravating factor of the misconduct but is not an essential ingredient of proving the allegation;
   2.3. To the extent the conduct took place on or after 25 November 2019, breached all or any of Principles 2, 4 and 5 of the SRA Principles (2019).

The Facts and matters relied on are set out in paragraphs 5-29, 47-63 and 83-92 below.

The allegation against the First Respondent only is that, while acting as a solicitor at, and as Manager and Owner of, the Firm:

3. The First Respondent has failed to cooperate with the SRA by failing to provide further information, documentation and explanations requested in:
   3.1. A letter from Capsticks Solicitors ("Capsticks") on behalf of the SRA dated 21 August 2023;
   3.2. A Notice under section 44B of the Solicitors Act 1974 dated 5 October 2023.

In failing to cooperate, the First Respondent:

3.3. Breached both or either paragraphs 7.3 and 7.4 of the SRA code of Conduct for Solicitors, RELs and RFLs;

3.4. Breached Principle 2 of the SRA Principles (2019)

The facts and matters relied on are set out in paragraphs 5, 64-82 and 83-92 below.

Appendices and Documents

4. I attach to this statement:

4.1. Appendix 1: Relevant Rules and Regulations

4.2. A bundle of documents marked **Exhibit HWP 1** to which I refer in this statement. Unless otherwise stated, the page references in this statement (“**[HWP1 page x]**”) refer to pages in that bundle.

The bundle is divided into the following sections:

Section A: Referral Notice, Decision and Supporting Documentation;

Section B: Respondents’ Representations;

Section C: Correspondence between the SRA and the Respondents;

Section D: Supplemental Costs Draftsman Report, Appendices and Instructions;

Section E: Civil Judgment and Order;

Section F: Witness Statements;

Section G: Additional correspondence;

Section H: Exhibit to representations dated 28.12.22 of First Respondent – being the Matter File.

Professional details

5. The First Respondent, who was born on 10 July 1974, was admitted as a solicitor on 16 January 2006. From 1 September 2017 to present she was the manager and owner of Riverbrooke Solicitors Ltd, a recognised body since 1 November 2011. She has a current Practicing Certificate free of conditions.

6. The Second Respondent, who was born on 30 July 1972, was admitted as a solicitor on 1 April 2009. From 1 June 2017 to 30 September 2020 she was engaged by Riverbrooke Solicitors Ltd as a self-employed consultant. She no longer holds a Practising Certificate. She remains on the Roll.

Facts and Matters relied on

Background: Employment Tribunal Proceedings for Sylvia Oluyoka

7. The SRA relies on the following
   7.1. Witness statement of [redacted] dated 5 March 2023 **[HWP1 p. 1020 - 1182]**;
   7.2. Expert Report of Jon Williams dated 31 January 2022 **[HWP1 p. 204- 349]**;
   7.3. Supplemental Expert Report of Jon Williams dated 10 November 2023 **[HWP1 p. 900-996]**.
8. In around April 2017, [redacted] instructed the Firm in connection with an Employment Tribunal claim against her former employer, the London Borough of Tower Hamlets. [redacted] had already commenced the claim in the Tribunal with the assistance of her union representative and was being represented by counsel whom she had instructed directly.
9. The Firm sent a Client Care Letter to [redacted] dated 23 May 2017 confirming that the First Respondent and the Second Respondent would handle the matter assisted by another fee earner **[HWP1 p. 21-26]**. The Client Care Letter confirmed the following in respect of costs:

   Estimate of Costs

   … I am obliged to provide you with an estimate under the Solicitor's Code of Conduct and confirm that if this matter is fully contested the total bill could be in the region of £10,000. However, some cases settle before going to a final hearing, in which case, the costs will be in the region of £6,000 plus VAT… Please note that these estimates are not intended to be fixed and I will be able to give you a better estimate as the matter proceeds… I will be sending you an estimate of the costs incurred at least every two months and will inform you if it appears that the estimate supplied may be exceeded or if I receive additional information that would require or mean that that this initial estimate may be exceeded…

Updates on costs

I will update you on the level of costs incurred where the matter becomes protracted or complicated and the initial estimate provided above is likely to be exceeded. When reviewing the costs position, I shall explain to you any changes in circumstances which will or are likely to affect the costs and whether they also affect the benefit to you of continuing with the matter. I will confirm any changes to you in writing.

10. [redacted] paid the Firm £500 on account of costs on 2 May 2017 and £1,000 on 2 June 2017. She paid a further £1,000 on account towards a joint medical expert report on 1 June 2018 **[HWP1 p.124]**.

11. [redacted] tribunal claim proceeded to a hearing which took place between 15 August and 25 August 2017. [redacted] was successful in her claims for unfair dismissal and discrimination based on disability. Her claim for racial discrimination failed. In a judgment dated 13 October 2017, the Tribunal ordered that the remedy be determined at a Remedy Hearing **[HWP1 p.27]**. The Remedy hearing took place on 7 and 8 June 2018. An oral judgment was given to the parties and a written decision sent on 18 July 2018 **[HWP1 p.118]**. The SRA has not seen the written decision but understands that [redacted] received a settlement of approximately £430,000 **[HWP1 p.1028]**.

12. [redacted] has confirmed in her witness statement **[HWP1 p.1024 paragraph 17]** that, a few days before the Remedy hearing, she found out that the Second Respondent had left the UK and was in Nigeria. [redacted] contacted the Second Respondent who advised her that she had instructed the Firm and to get in contact with the First Respondent. She did this a few days before the Remedy Hearing but was concerned that the First Respondent did not seem to know anything about the case and that bundles for the hearing had not been prepared.

13. The day before the Remedy Hearing began, the First Respondent contacted [redacted] to tell her that she was negotiating a settlement and that an offer of £190,000 had been made. On 7 June 2018, the first day of the Remedy Hearing, the First Respondent contacted [redacted] again. She told her that an offer of £360,000 had been made. It was at that point that the First Respondent told [redacted] that the Firm's costs were £85,000. [redacted] was understandably shocked and upset by this and told the first Respondent about the client care letter which limited costs to £10,000.

14. The Firm sent a representative to the Remedy Hearing. That representative brought a schedule of costs which showed the Firm's costs amounting to £85,000. The SRA does not have a copy of this document.

15. On 30 July 2018, [redacted] wrote a letter of complaint to the First Respondent **[HWP1 p. 1046]**. Amongst other things, she stated:

    1. At the time the client care letter was drafted you were aware of the size of my case when quoting £10,000 as maximum fee
    2. Within the client care letter, it is stated that you are obliged to provide me with an estimate under the Solicitors Code of Conduct. If this matter is fully contested that total bill could be in the region of £10,000 and however some case settle before going to final hearing and which case that cost will be in the region of £6000 including VAT
    3. It is stated within the client care letter that I would be updated on the level of cost incurred at least every two months and be informed if it appears that the estimate maybe exceeded. This was never done and I was not kept informed.

    … From the points I have noted from within the client care letter, I would like you to, please explain how a matter that was estimated to cost £10,000 is now costing £85,000… The first I heard that my cost had increased was on the morning of the 7th June 2018 when you informed me of the offer you had received from the respondent and the your share would be £85,000 [sic.]

16. On 7 August 2018, [redacted] wrote to the Firm confirming that she no longer wished the Firm to represent her **[HWP1 p.1050].**

17. The Second Respondent remained involved in the matter. In August 2018, she contacted [redacted] and arranged a meeting. During this meeting she showed [redacted] a detailed bill of costs which was the same breakdown as was subsequently sent to [redacted] by the Firm on 8 August 2018 **[HWP1 p.1067 and HWP1 p.1070]**. This showed the Firm's costs as £85,573.50 plus VAT and disbursements, a total of £122,240.20. The letter was signed by the First Respondent and stated, amongst other things:
    Let me again apologise for the delay in forwarding our detailed Bill of costs to you… Firstly, as you can appreciate, we could not have prepared and finalised

our Bill without liaising with Ms Undiga [the Second Respondent] *who is the Solicitor and fee earner as well as the client manager with primary conduct of your matter for a substantial period of time until she travelled abroad. It is understandable that she needed to find time to review the draft… Bill of Costs and revert to us… you would recall when I informed you in one of my emails that the Bill of Costs was in draft and we were in the process of finalising the same. Further, we had to make sure that the Bill was not only properly prepared but fully detailed for your purposes and the purposes of the Tribunal or the County court who would be checking the same at the detailed assessment stage… if the Tribunal eventually orders a detailed assessment of our Bill of Costs…*

… we were directed at the end of the Remedy Hearing on 8 June 2018 to apply to the Tribunal for our costs and had made the application within the 14 days allowed. At present, we are still waiting for a hearing appointment for our said costs application. At the costs application hearing… the Tribunal may either summarily assess the costs or order a detailed assessment…

Please now find enclosed herewith our detailed bill of costs in your matter, for your information and use. Kindly let us have your comments of the Bill in due course [sic.]

18. From the terms of the letter of 8 August 2018, it can be seen that:
    - 18.1. The Bill of Costs was prepared by the First Respondent and the Second Respondent;
    - 18.2. It was sent to ;
    - 18.3. It was intended that the Bill of Costs would be used in the Tribunal Proceedings to recover costs from the respondent in those proceedings, the London Borough of Tower Hamlets.
19. Following the Remedy Hearing, a written costs application was made **[HWP1 p.118].** A Bill of Costs was prepared which set out a total profit costs claim of £85,573.50 plus VAT and Disbursements, totalling £122,240.20 **[HWP1 p.94 to 117]**. It is the SRA's case that this was prepared by both the First and Second Respondents.
20. The costs hearing took place on 22 January 2019. On 22 January 2019, on the morning of the costs hearing, the Second Respondent wrote to regarding the costs hearing **[HWP1 p.1095]** stating:

A10

…Riverbrooke Solicitors remain an interested party to these proceedings in spite of the fact that our instructions have been terminated. We will therefore be making the necessary representations to the Tribunal through our own counsel. Riverbrooke solicitors are the only party capable of assisting the Tribunal in its assessment of the correct quantum of costs recoverable… Furthermore, these proceedings do not extinguish your primary and sole responsibility for our costs although the award will allow you to recoup a proportion from the other side…

We look forward to your cooperation and prompt and full settlement of your costs to Riverbrooke Solicitors.

21. Following the costs hearing, the Second Respondent telephoned ██████ and told her that the Firm were going to "come after" her for costs and would take her to court if she did not pay.
22. In a judgment dated 8 March 2019, the application for costs was refused on the basis that orders for costs in the Employment Tribunal are the exception and there was nothing about the case to justify an exceptional award of costs under the Employment Tribunal Rules **[HWP1 p.118-122]**.
23. ██████ subsequently referred her complaint to the Legal Ombudsman **[HWP1 p.1052, HWP1 p.127-134].** The basis of her complaint was that the Firm had quoted costs of between £6,000 to £10,000. The Firm did not inform her that the costs were going to be above this. Further, she considered that the costs claimed by the firm (£85,000) were fabricated. The complaint to the Legal Ombudsman is not dated. ██████ wrote to the First Respondent on 14 August 2018 to confirm that she would be referring the matter **[HWP1 p. 458].** The Legal Ombudsman wrote to the Firm on 4 July 2019 **[HWP1 p.463]** confirming that a complaint had been made.
24. On 18 February 2020, the Legal Ombudsman issued a letter confirming the agreed outcome of ██████'s complaint **[HWP1 p.144-145]**. The Firm agreed to send a final bill of £10,000 plus VAT and disbursements to reflect the amount that they originally quoted. This final bill was issued on 21 February 2020 **[HWP1 p.123]** and paid by ██████ on 5 March 2020 **[HWP1 p.124]**.
25. On 25 February 2020, the Legal Ombudsman referred the matter to the SRA **[HWP1 p.146-148]**.
26. ██████ had no further communication with the Firm until 28 December 2020 when the First Respondent wrote to her with a "Revised Final Invoice" dated 18

A11

November 2022 **[HWP1 p.1109 and 1112]**. The revised final invoice sought payment of £130,000 plus VAT and disbursements, totalling £157,951.20, less £13,000 already paid. A breakdown was also provided **[HWP1 p.1115]**.

27. ████████ instructed solicitors who wrote to the Firm on 9 January 2023 inviting the Firm to withdraw its revised final invoice **[HWP1 p.1170]**. The Firm responded on 17 January 2023 confirming that the invoice had been "duly served" and indicating that ████████ was entitled to apply to court for an assessment of the costs **[HWP1 p.1173].**

28. On 9 February 2023, the Second Respondent wrote to ████████ **[HWP1 p.1176]** stating:

… we have realised that an erroneous invoice was sent to you and now attach herewith the correct invoice.

You would note that the earlier invoice was issued for a higher amount in the sum of £157,951.20 which we have credited to you and have rendered you the invoice in the correct amount in the sum £106,179.94.

Attached to the letter was an invoice in the sum of £87,952.79 plus VAT and disbursements, totalling £106,179.94, less the £13,000 already paid by ████████ **[HWP1 p.1179]**

29. ████████ filed an application under section 70 of the Solicitors Act 1974 for assessment of the Firm's Revised Bill. In a judgment dated 2 November 2023 and reported at ██████ *v Riverbrooke Solicitors [2023] EWHC 2771 (SCCO)* **[HWP1 p.999-1018],** Costs Judge Leonard assessed the Revised Bill at nil and found that the Informal Resolution brokered by the Legal Ombudsman in February 2020 was a contractually binding agreement. The Firm had no right, almost three years later, to issue a Revised Final Invoice. Further, the bill delivered by the Firm on 21 February 2020 and headed "Final Invoice" **[HWP1 p.123]** was a final, statute bill. The Firm needed, but did not have permission, to revise that bill as it purported to do in December 2022 and again in February 2023 (paragraphs 97-101 of the judgment).

Allegation 1: The Bill of Costs

30. The Bill of Costs which was prepared by the First and Second Respondents **[HWP1 p.94-117]** has been reviewed by Jon Williams, a costs lawyer, who has produced an expert report dated 31 January 2022 **[HWP1 p.204 - 243]** ("the First

Report") and a Supplemental Report dated 10 November 2023 **[HWP1 p.900-946]**. The SRA relies on both reports.

31. Mr Williams has stated in paragraph 35 of the First Report **[HWP1 p.221]** that it is not known who prepared the Bill of Costs but notes that there is a claim on page 23 of the Bill for 10 hours of what he assumes to be the Second Respondent's time for preparing the bill. It is the SRA's case that both the First Respondent and the Second Respondent were involved in the preparation of the Bill of Costs.
32. In the First Report, Mr Williams reached the following conclusions **[HWP1 p. 241-243]**:
    32.1. The First Respondent's hourly rate was unreasonable;
    32.2. The Time Tracking Logs ("TTLs") were inaccurate and unreliable manually created records of time purportedly spent by the First and Second Respondents;
    32.3. The Second Respondent's TTL, at least in respect of 103.2 hours recorded for the period between 30 April 2017 and 10 May 2017, had been created retrospectively with reference to a trial bundle index which did not exist until some weeks after the date of the last such entry in the TTL for that period and included several items of work that could not have been completed at the stated time due to the Firm not being in possession of the documents purportedly considered;
    32.4. Even if the veracity of the Second Respondent's TTL was not in dispute, there would be significant and serious concerns as to the reasonableness of the time claimed;
    32.5. The Bill of Costs was riddled with errors and based on retrospectively created time records in the Second Respondent's TTL;
    32.6. The Firm's files could not and do not justify or support claims for time or costs of anything like the levels portrayed in the TTLs and Bill of Costs;
    32.7. The Firm sought to recover from the respondent in the Tribunal proceedings and from [redacted] profit costs that were "*very substantially in excess of those properly and reasonably incurred*"
33. In the First Report, Mr Williams costed the Firm's files resulting in total profit costs of £15,774.80 **[HWP1 p. 243 and 340]**. However, he accepted that there may be missing papers from the Firm's files and that a different Costs Draftsman or Costs Lawyer might reasonably allow more time and therefore costs. Nevertheless, the

costs claimed in the Firm's Bill of Costs (£85,573.50) were over five times the amount Mr Williams estimated.

34. Mr Williams' Supplemental Report was prepared following the location and review of, amongst other things all of the Firm's files and documentation as provided by the Respondents together with both Respondents' representations and comments on the First Report. Following his review of the additional papers provided, Mr Williams' revised costing of the Firm's files resulted in total profit costs of:

    34.1. £45,380.20. This is calculated using reasonable hourly rates as set out in the first Report **[HWP1 p. 233];**

    34.2. £49,352.80 if using the hourly rates as set out in the Firm's client Care Letter.

    This compares to totals of £85,573.50 as set out in the Firm's Bill of Costs and £62,715 as set out in the TTLs **[HWP1 p.931 paragraph 62 and p.974]**;

35. Mr Williams' opinion in the Supplemental Report, in summary, **[HWP1 p.944]** is that:

    35.1. Nothing in the Firm's files or the representations of the First and Second Respondents causes him to change his opinion that the TTLs are unreliable;

    35.2. He remains of the opinion that the Firm's Bill of Costs is "*an inflated and unreliable document and that the Firm's files could not and do not justify or support claims for time or costs of anything like the levels portrayed in the TTLs and Bill of* Costs;

    35.3. The First Respondent's repeated assertions regarding the costs estimates in the Client Care Letter being inadequate due to a lack of knowledge of the extent of the case serve to amplify concerns regarding the veracity of, in particular, the Second Respondent's TTL. Other purported reasons for the inadequacy of the costs estimates are "unsustainable";

    35.4. The Revised Breakdown of Costs obtained by the Firm is also unreliable due, amongst other things, to its heavy reliance on the TTLs and the inclusion of costs for which [redacted] could never be responsible;

    35.5. Via the Bill of Costs, the Firm sought to recover from the respondent in the Tribunal proceedings and from [redacted] "*profit costs that are very substantially in excess of those properly and reasonably incurred"*;

35.6. It ought to have been apparent to the First Respondent and the Second Respondent that purpose in requesting a Bill of Costs in June 2018 was for the purpose of an application to the Employment Tribunal for a costs award. In any event, the First Respondent's letter of 8 August 2018 **[HWP1 p.1067]** refers to the Bill of costs in the context of a detailed assessment by the Tribunal or County court;

35.7. Although he had not seen these documents, the monetary totals of the Firms Revised Final Invoices of £157,951 **[HWP1 p.1115]** and £106,179.94 **[HWP1 p.1179]** cannot be supported by the Firm's files; These documents have since been shown to Mr Williams who has confirmed in an email dated 29 November 2023 **[HWP1 p.997]** that they do not affect his opinion.

35.8. The profit costs claimed by the Firm in the Bill of costs are some £40,193.30 greater that the revised profit costs he has estimated (or £36,220.70 greater than if using the hourly rates in the client Care Letter).

The First and Second Respondent

Misconduct: Allegation 1

36. Principle 2 of the SRA Principles 2011 requires solicitors to act with integrity.

37. In *Wingate v SRA [2018] EWCA Civ 366* , Jackson LJ stated:

[97] … the term "integrity" is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members …

[100] Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty. To take one example, a solicitor conducting negotiations or a barrister making submissions to a judge or arbitrator will take care not to mislead. Such a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse.

38. The Bill of Costs **[HWP1 p.94-117]** was prepared by the First and Second Respondents. In preparing, or approving, the Bill of Costs, the First Respondent and the Second Respondent:

38.1. Created time records, or TTLs, retrospectively;

38.2. Created time records, or TTLs , which were inaccurate and unreliable;

38.3. Created, or approved the creation of, a Bill of costs, intended for use to recover costs in Employment Tribunal proceedings, which was based on inaccurate and unreliable time records, or TTLs;

38.4. Created a Bill of Costs which was grossly inflated and substantially in excess of the costs which were reasonably and properly incurred;

38.5. Created a Bill of Costs which was significantly in excess of the costs quoted to their client in the Client Care Letter dated 23 May 2017 **[HWP1 p.21-26]** in circumstances where no or no appropriate update on costs had been provided to the client;

38.6. Intended that the inflated bill of costs be paid by the respondent in the Tribunal proceedings or, alternatively, by [redacted].

39. A solicitor acting with integrity would not have behaved in any of the ways set out in the previous paragraph. Principle 2 of the SRA Principles 2011 was therefore breached.

40. Principle 6 of the SRA Principles 2011 requires solicitors to behave in a way which upholds public trust in them and in the provision of legal services.

41. The public would not expect solicitors to behave in the manner set out in paragraph 38 above. The public would expect that a solicitor would create a Bill of Costs which accurately reflected the time spent on the matter and included only costs which were properly and reasonably incurred. The public would also expect that a solicitor would not seek to recover costs significantly in excess of the costs estimated in circumstances where the client was not informed that the costs would significantly exceed the estimate and was not provided with any update on the level of costs. By acting in the manner set out in paragraph 38 above, and seeking to recover costs which were grossly inflated, the first Respondent and the Second Respondent damaged public trust. Principle 6 of the SRA principles 2011 was therefore breached.

42. Outcome 11.1 of the SRA Code of Conduct 2011 states:

You do not take unfair advantage of third parties in either your professional or personal capacity.

43. The First and Second Respondents created a Bill of Costs **[HWP1 p.94-117]** which they knew to be grossly inflated and substantially in excess of the costs

reasonably and properly incurred in the matter with the intention of having this paid either by the respondent in the Tribunal proceedings. In doing so they tried to take unfair advantage of the respondent. The First Respondent and the Second Respondent therefore failed to achieve Outcome 11.1 of the SRA code of Conduct 2011.

44. The First Respondent's and the Second Respondent's conduct was also dishonest. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*:

"*When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."*

45. The First Respondent and the Second Respondent each knew the following:

45.1. the TTLs were inaccurate and unreliable;

45.2. the TTLs had been created retrospectively;

45.3. the Bill of Costs **[HWP1 p.94-117]** was based on the TTLs;

45.4. the Bill of Costs was grossly inflated;

45.5. the Bill of Costs was substantially in excess of the costs which were reasonably and properly incurred;

45.6. the Bill of Costs was significantly in excess of the costs quoted to their client in the Client Care Letter dated 23 May 2017 **[HWP1 p.21-26]** in circumstances where no or no appropriate update on costs had been provided to the client.

46. With that knowledge, the First Respondent and the Second Respondent prepared, or approved the creation of the Bill of Costs. They intended to try and recover the amounts claimed in the Bill of Costs from the respondent in tribunal

proceedings. They sought to have the amounts claimed in the Bill of Costs paid to them by [redacted]. Ordinary decent people would regard this as dishonest.

Allegation 2: Attendance Note of 29 July 2017

47. During the course of the Legal Ombudsman's investigation of [redacted]'s complaint, the Firm produced an attendance note, purportedly prepared by the Second Respondent, dated 29 July 2017 **[HWP1 p.135]**. This was sent to the Legal Ombudsman, along with other documents, on or shortly after 27 January 2020 **[HWP1 p.533.]** According to this attendance note, the Second Respondent visited [redacted] on 29 July 2017. The matters discussed included the following:

47.1. [redacted]'s leg pain;

47.2. The bundle for the Tribunal hearing;

47.3. Conflicts in the witness statements;

47.4. The judge at the tribunal having "a good track record";

47.5. The tribunal panel also comprising two women;

47.6. Fees. The Attendance Note states:

The issue of fees came up again… I told her that we were definitely in above £30,000 in terms of our costs and she agreed that Riverbrooke had put in a lot of work, which she appreciated.

48. [redacted] confirms in her witness statement that the Second Respondent came to her address on 29 July 2017. They discussed [redacted] moving her office downstairs to make things easier for her. The purpose of the visit was for [redacted] to read through her amended witness statement. The Second Respondent left [redacted] alone to read through the statement on a laptop. The Second Respondent said she was going to do some shopping. She returned about an hour later. The Second Respondent was with [redacted] for 5-10 minutes in total. However, [redacted] is adamant that there was no discussion regarding costs **[HWP1 p.1023 paragraphs 10-12]**.

49. [redacted] also wrote to the Legal Ombudsman's office **[HWP1 p.137-141]** with her comments on the attendance note. In that letter she stated, amongst other things, that:

I do not believe that it [the Attendance Note dated 29 July 2017] *is contemporaneous nor indeed a genuine recollection of discussions. The contents*

demonstrate that it is a fabricated documents due the following statement (sic.) "*The judge has a good track record and there are two women on the panel so if she feels more comfortable she can look at them instead but should always try to maintain eye contact." How did* [the Second Respondent] *know as of the 29/7/2017 the composition of the judge and panel members when my hearing did not commence until the 15th August 2017…*

50. The letter goes on to point to other inaccuracies in the attendance note. In particular [redacted] stated that there was no discussion about conflicts in the witness' evidence. None of the parties were told who would be presiding over the Tribunal hearing prior to the hearing. Further, there was no discussion with her about costs

    It is absolutely not true that any discussion took place about the costs on the 29/7/2017 or at any other time subsequently because if I had been informed I would have been astonished and outraged at the amount of £30,000 after only engaging them in April 2017… Because at this stage I continued to undertake the work required for the Tribunal with the help of my Union rep… Bearing in mind that my union rep… and myself had done the significant part of the job, while the solicitor acted as administrative out post, I would be astonished if my costs at this stage were £3,000 let alone £30,000…

51. Jon Williams, in the First Report, point out the following inconsistencies in relation to the purported attendance note of 29 July 2017:

    51.1. according to the Second Respondent's TTL alone the Firm's costs by 29 July 2017, excluding the meeting on that date, totalled £43,696.06 plus VAT- some £52,435.27 inclusive of VAT;

    51.2. In an email to [redacted] of 11 August 2017, the Firm repeated its initial costs estimate of £6,000 to £10,000 depending on whether the case was contested or not, and acknowledged receipt of the £1,500 paid on account to that date **[HWP1 p.235-236 and 1224]**

52. It is the SRA's case that the Second Respondent prepared the Attendance Note dated 29 July 2019 at some time after the meeting. It is not known when it was created but it was provided to the Legal Ombudsman's office so must have been created at some time prior to the Legal Ombudsman's letter of 27 January 2020 when it was provided to the Legal Ombudsman. The SRA has requested a copy of the Word version of the document in order to investigate when it was created.

However, on 2 June 2020, the First Respondent confirmed that the document had not been saved in a Word version but only in a PDF version **[HWP1 p.648-650]**.

53. The contents of the Attendance Note are false and misleading and do not accurately record what was discussed at the meeting. In particular, there was no discussion about :
    - 53.1. conflicts in witness statements;
    - 53.2. the judge having a good track record;
    - 53.3. there being two women on the panel;
    - 53.4. costs.
54. The Second Respondent knew that the contents of the Attendance Note dated 29 July 2017 were false and misleading.

Misconduct: Allegation 2

55. Principle 2 of the SRA Principles 2011 and Principle 5 of the SRA Principles (2019) require solicitors to act with integrity. The SRA relies on the definition of integrity set out in *Wingate v SRA* set out in paragraph 37 above.
56. After [redacted] complained to the Legal Ombudsman, the Second Respondent provided to or caused to be provided to the Legal Ombudsman an attendance note purportedly created on 29 July 2017 **[HWP1 p.135]** and purporting to record the contents of a meeting between the Second Respondent and [redacted] that day.
57. That attendance note, to the knowledge of the Second Respondent:
    - 57.1. Was not contemporaneous;
    - 57.2. Contained information that was not available to the Second Respondent on 29 July 2017;
    - 57.3. Was inaccurate and misleading as summarised in paragraph 53 above and in particular to the extent that it purported to record a discussion with [redacted] regarding costs.
58. A solicitor acting with integrity would not knowingly have prepared an inaccurate and misleading attendance note. A solicitor acting with integrity would not have sent an inaccurate and misleading attendance note to the Legal Ombudsman in response to a client's complaint. A solicitor acting with integrity would not provide inaccurate and misleading information to the Legal Ombudsman. Yet, by

A20

preparing the attendance note dated 29 July 2017 **[HWP1 p.135]** and sending this to the Legal Ombudsman this is precisely what the Second Respondent did. The Second Respondent therefore breached Principle 2 of the SRA Principles 2011. To the extent the conduct took place on or after 25 November 2019, the Second Respondent breached Principle 5 of the SRA Principles (2019).

59. Principle 6 of the SRA Principles 2011 requires solicitors to behave in a way which upholds public trust in them and in the provision of legal services. Principle 2 of the SRA Principles (2019) requires solicitors to behave in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

60. The public would expect a solicitor to cooperate with the Legal Ombudsman and to respond to its enquiries in good faith. It would not expect a solicitor knowingly to create an inaccurate and misleading attendance note of a meeting and to send this attendance note to the Legal Ombudsman. The public would not expect a solicitor to provide inaccurate and misleading information to the Legal Ombudsman. By creating the attendance note dated 29 July 2017 and sending this to the Legal Ombudsman, with the intention of misleading the Legal Ombudsman, the Second Respondent acted in a way which would diminish public trust both in her and in the provision of legal services. The Second Respondent therefore breached Principle 6 of the SRA Principles 2011. To the extent the conduct took place on or after 25 November 2019, the Second Respondent breached Principle 2 of the SRA Principles (2019)

61. The Second Respondent's conduct was also dishonest. The SRA relies on the test for dishonesty in *Ivey v Genting Casinos* set out in paragraph 44 above. Principle 4 of the SRA Principles (2019) requires solicitors to act with honesty.

62. The Second Respondent knew that, at her meeting with [redacted] on 29 July 2017:

    62.1. There was no discussion regarding costs;

    62.2. There was no discussion regarding conflicts in the witness statements;

    62.3. There was no discussion regarding the Tribunal judge or the other members of the Tribunal panel because the Second Respondent did not know who would be sitting on the Tribunal on 29 July 2017.

63. The Second Respondent knowingly drafted an inaccurate and misleading note of the meeting of 29 July 2017 after the event which purported to state that these

matters were discussed with [redacted]. The Second Respondent then sent this attendance note to the Legal Ombudsman in response to an enquiry with the intention of misleading the Legal Ombudsman. Ordinary decent people would regard this as dishonest. The Second Respondent's conduct was dishonest. To the extent the Second Respondent's conduct took place on or after 25 November 2019, the Second Respondent also breached Principle 4 of the SRA Principles (2019).

Allegation 3: Failing to Cooperate with the SRA

64. Between 21 August 2023 and 7 November 2023, the SRA has made requests for information and documentation to the First Respondent. Despite numerous reminders, the First Respondent has failed to provide any of the information or documentation requested.

65. On 21 August 2023, Capsticks Solicitors ("Capsticks"), who are acting on behalf of the SRA, wrote to the First Respondent **[HWP1 p.868]** to request the following information:

    65.1. An electronic word version of the Telephone Attendance Note dated 29 July 2017;

    65.2. Copies of any policies, guides, protocols or training materials in place regarding time recording, time charging and billing at the Firm in 2017;

    65.3. An explanation of any systems in place for time recording at the Firm in 2017 such as time recording software/use of excel spreadsheets;

    65.4. An explanation of arrangements/ expectations in place as at 2017 for staff time recording;

    65.5. An explanation of arrangements for fee sharing/payment to consultants at the Firm as at 2017.

    The letter was sent by email with a password. The email asked the First Respondent to contact Capsticks by telephone so that the password could be provided, or to send a mobile number to which the password could be sent by text.

66. No response was received. On 30 August 2023, and again on 8 September 2023, Capsticks emailed the First Respondent asking her to contact them **[HWP1 p.871]**. On 14 September 2023, Millie Barnecut of Capsticks telephoned the First Respondent to seek a response. The first Respondent emailed Capsticks on 14

A22

September 2023 **[HWP1 p.873]** alleging that Capsticks earlier email sending the letter of 21 August 2023 had been sent to the "Trash folder". Despite at that point clearly being aware of the request for information of 21 August 2023, and having identified that it was in her email trash folder, the First Respondent still failed to respond and provide the information, documents and explanations requested.

67. A further email was sent by Capsticks to the First Respondent on 22 September 2023 **[HWP1 p.876].** On 2 October 2023, Capsticks emailed the First Respondent repeating the request for the information requested in the letter of 21 August 2023 **[HWP1 p.876]**. On 3 October 2023, Capsticks emailed the First Respondent to confirm that, if the requested information was not provided, it was likely that a Notice under section 44B of the Solicitors Act 1974 would be served **[HWP1 p.880]**.

68. As no response was received, on 5 October 2023, Capsticks sent, by email and by post, a Notice under section 44B of the Solicitors Act 1974 requiring the documentation and information requested to be provided by 4:30pm on 12 October 2023 **[HWP1 p.884]**. The Notice requested the same information, documents and explanations requested in the letter of 21 August 2023 set out in paragraph 44 above. The postal copy of the letter sending the Notice was delivered and signed for on 6 October 2023 **[HWP1 p. 1199]**. No response was received.

69. On 10 October 2023 I, Hannah Pilkington of Capsticks, spoke to the Second Respondent who indicated that she had received both the email and Notice sent on 5 October 2023 but was not comfortable opening attachments which were password protected. Ms Pilkington therefore attached a copy of the section 44B Notice which was not password protected together with a further copy of the letter of 21 August 2023 which was also not password protected. **[HWP1 p.888]**.

70. On 12 October 2023, Capsticks wrote to the First Respondent at her office address **[HWP1 p. 1201]** enclosing hard copies of :

    70.1. Email and letter dated 21 August 2023;

    70.2. Email dated 30 August 2023;

    70.3. Emails dated 8 September 2023; 14 September 2023; 22 September 2023; 2 October 2023; 3 October 2023; 5 October 2023;

    70.4. Letter dated 5 October 2023;

    70.5. Section 44B Notice;

70.6. Email dated 10 October 2023;

No response was received.

71. On 18 October 2023, Capsticks emailed the First Respondent asking for a response to the section 44B Notice by 10am on 19 October 2023. No response was received **[HWP1 p. 1203]**.

72. On 20 October 2023, Capsticks wrote to the First Respondent by email and personal delivery **[HWP1 p.1206-1208]** enclosing a further copy of the section 44B Notice and reminding her of her duties to cooperate with the SRA under paragraphs 7.3 and 7.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs. The letter requested an urgent response to the Notice and indicated that failure to comply could result in further allegations of misconduct and additional costs.

73. The First Respondent emailed Capsticks on 20 October 2023 **[HWP1 p.1211]** stating:

I confirm receipt of your letter by post which I will take the opportunity to review and revert to you.

No further response was received.

74. A further email was sent by Capsticks to the First Respondent on 25 October 2023 seeking a response **[HWP1 p. 1215]**.

75. On 2 November 2023, Capsticks wrote to the First Respondent by email and recorded delivery asking for a response to and provision of the information requested by the section 44B Notice **[HWP1 p.1220-1221]**.

76. On 7 November 2023, the SRA wrote to the First Respondent by post and email **[HWP1 p.1222-1223]** noting that she had failed to provide information and documentation and failed to comply with the Notice. The letter reminded the First Respondent of her obligations under paragraphs 7.3 and 7.4 of the SRA Code and that failure to comply with her professional obligations may result in further allegations of misconduct and/or steps to enforce the Notice. The SRA requested a response to the Notice by 4:30pm on 14 November 2023.

77. On 15 November 2023 Capsticks wrote again to the First Respondent by email and hand delivery. This letter included further copies of earlier correspondence and the s44B Notice. The hard copy letter was delivered by Myles Robinson, a Forensic Investigation Officer (FIO) employed by the SRA on 16 November 2023. This was delivered to the First Respondent. The FIO prepared a note confirming

A24

delivery [**HWP1 p.890 HWP1 p.892**] which records that the First Respondent indicated that she would "respond when she had time". The First Respondent prepared a handwritten note which confirmed receipt **[HWP1 p.892]**.

78. As at the date of this statement, the First Respondent has failed to respond substantively to and to provide the information, documentation and explanations requested in either Capsticks' letter of 21 August 2023 or the Notice under section 44B of the Solicitors Act 1974 dated 5 October 2023.

Misconduct: Allegation 3

79. Paragraph 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code") requires solicitors to cooperate with the SRA.
80. Paragraph 7.4 of the Code requires solicitors to respond promptly to the SRA and to provide full and accurate explanations, information and documents in response to any request for information.
81. By failing to provide the information and documents requested in the letters and emails set out in paragraphs 65 to 77 above and by failing to provide the information and documents requested in the Notice under section 44B of the Solicitors Act 1974 as set out in paragraph 68 above, the First Respondent breached either or both Paragraphs 7.3 and 7.4 of the Code.
82. Principle 2 of the SRA Principles (2019) requires solicitors to behave in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. The public expects solicitors to cooperate with their regulator and to provide full and accurate explanations, information and documents when requested to do so. Public trust is undermined when solicitors fail to do this. By failing to provide the information and documents requested in the letters and emails set out in paragraphs 43 to 56 above and by failing to provide the information and documents requested in the Notice under section 44B of the Solicitors Act 2007 as set out in paragraph 68 above, the First Respondent breached Principle 2 of the SRA Principles 2019.

The SRA's Investigation

83. The SRA issued a Notice recommending referral to the Solicitors Disciplinary Tribunal against both Respondents on 5 October 2022 containing two allegations:

83.1. Fabricating time tracking logs to justify a grossly inflated bill of costs in the sum of £85,573.50 plus VAT which was submitted in the costs Hearing on 22 January 2019;

83.2. (Second Respondent only) preparing an attendance note dated 29 July 2017 which was created retrospectively and was fabricated.

The First Respondent's Representations

84. The First Respondent provided 59 pages of representations dated 28 December 2022 **[HWP1 p.376]** together with 4,440 pages of documentation including the Firm's "comprehensive file of papers" relating to [redacted]'s Tribunal claim. In summary, the First Respondent:

84.1. Denied the allegations in the Notice;

84.2. States that the Bill of Costs reflected the actual work done by the Firm;

84.3. States that the Bill of Costs was not sent to the Tribunal by the Respondents. If it was so submitted, this was done by [redacted];

84.4. Provides a detailed, paragraph-by-paragraph response to the Notice including a narrative of the conduct of [redacted]'s Tribunal Claim, her complaint to the Firm and her complaint to the Legal Ombudsman;

84.5. States that the initial estimate of fees was given in good faith but was exceeded due to various factors including voluminous further disclosure and the need to comply with the Tribunal's directions and orders.;

84.6. Accuses [redacted] of, variously, "duplicity", making a "maliciously false" complaint to the Legal Ombudsman and "lies and manipulation". The first Respondent goes on to suggest that [redacted] intended to have the Firm's costs paid by Tower Hamlets council directly to her. When she realised that the Tribunal would not award costs "*she contrived a plan to avoid paying the firm's costs altogether*" (paragraph 239);

84.7. Suggests that the only proper test to determine the authenticity of the Firm's Bill of Costs is to subject it to a detailed assessment under the Solicitors Act 1974;

84.8. Asserts that Jon Williams did not have access to the Firm's full file of papers when preparing his First Report; that he did not follow the correct procedure; and that his opinion cannot be treated as equivalent to that of a costs judge;

84.9. Further asserts that Mr Williams' First Report is "*wholly inaccurate*";

84.10. Confirms that the Firm instructed its own costs draughtsman, Jill Paveley of Aestima Law Costs Consultants to prepare a detailed bill of costs on a solicitor/own-client basis. This is exhibited at **[HWP1 p.695-748]** and assesses the Firm's profit costs at £130,735.50 plus VAT excluding disbursements of £14,717.87;

The Second Respondent's Representations

85. The Second Respondent provided 37 pages of representations on 1 June 2023 **[HWP1 p.795]** and relied on the same 4,440 pages of supporting documents as the first Respondent together with an additional bundle of 21 pages and a video file. In summary, the Second Respondent:

85.1. Denied the allegations in the Notice;

85.2. Suggests that the SRA has not reviewed the Firm's complete file;

85.3. Denies fabricating time logs;

85.4. Denies that the Bill of Costs was fabricated;

85.5. Denies falsifying the attendance note of 29 July 2017;

85.6. Suggests that Ms ███'s complaint is motivated by a desire:

85.6.1. To ensure that a solicitor is punished;

85.6.2. To ensure that a solicitor is paid a fee which is lower than the solicitor feels they have earned;

85.6.3. *"To keep the solicitor so busy fighting for their professional life that going after the client for their fees is the least of their worries as ███ ███ had promised"*

85.7. Accuses ███ of "*duplicity*";

85.8. Contains a detailed narrative of the conduct of ███ tribunal claim and the complaint to the Legal Ombudsman;

85.9. Suggests that the Bill of Costs was prepared at the instance of ███ ███. That she made the application for costs to the Employment Tribunal and that she appealed against the refusal of the Tribunal to award costs. This is not accepted by the SRA;

85.10. Suggests that the Costs Lawyer Jon Williams did not have access to all of the Firm's documentation and only reviewed approximately 10% of the relevant papers in preparing the First Report;

85.11. Suggests that the Firm's entire file should be subject to an independent assessment.

86. In relation to the allegation that these proceedings are part of some plan by [redacted] [redacted], the SRA notes that the matter was referred to it by the Legal Ombudsman, not by [redacted]. Further, the issue of the Firm's fees was resolved by the Legal Ombudsman process. Further, the Firm's fees have been considered and assessed at nil by costs Judge Leonard as set out in paragraph 29 above.

87. Following receipt of the Respondents' representations, these Representations and all of the documentation supplied by the Respondents, including what they state to be "*The Comprehensive Employment Tribunal matter file*" were supplied to Jon Williams. Mr Williams reviewed these and prepared the Supplemental Report of 10 November 2023 **[HWP1 p.900-946]**, the conclusions of which are summarised in paragraph 35 above. Mr Williams has revised his costing of the Firm's file but his overall opinion regarding the time records and Bill of Costs remains the same.

88. Mr Williams also, in paragraphs 72 to 79 of the supplemental Report, considers the revised breakdown of costs prepared by Ms Paveley of Aestima Law Costs consultants. In his opinion:

88.1. Ms Paveley was not provided with all of the necessary information to enable her to carry out her instructions. In particular, she was not informed of:

88.1.1. The termination of the Firm's instructions from 7 August 2017;

88.1.2. The background relating to [redacted] complaint to the Legal Ombudsman and the SRA's investigation;

88.1.3. The resolution of [redacted] complaint to the Legal Ombudsman and the consequent reduction in the Firm's fees and the Final Invoice to [redacted] in the sum of £10,000 plus VAT and disbursements;

88.1.4. Mr Williams' First Report and the issues raised in the First Report.

88.2. Ms Paveley's role in preparing the revised breakdown was to maximise, legitimately, the firm's charges, on behalf of the Firm, with a view to a subsequent assessment under section 70 of the solicitors Act 1974;

88.3. Ms Paveley's breakdown:

88.3.1. Contains costs that under no circumstances could ever have been payable by [redacted] to the Firm;

88.3.2. Contains costs for which Mr Williams can find no supporting evidence;

88.3.3. Is plainly based, in large part, on the TTLs which he criticises in the first Report and the Second Report;

88.3.4. Contains inexplicable duplicated costs;

88.3.5. Contains unreasonably incurred costs.

88.4. Mr Williams does not consider that the Revised Breakdown prepared by Ms Paveley is a reliable reflection of the work/fees of the Firm for the period up to 7 August 2018 when [redacted] withdrew her instructions.

89. Further, the representations and additional documentation provided by the Respondents do not provide any further support for the attendance note dated 29 July 2017. The SRA notes that the Firm has failed on request to provide a Word version of the document for analysis. Further, the SRA asked the Second Respondent to confirm when the attendance note was created and to provide any contemporaneous notes of that meeting. The Second Respondent confirmed that the note was created the same day. She also stated:

I took notes by hand with a Bic Grip Roller pen, which I usually do. As I left her home, it was raining and some rain fell on my notes causing the ink to run. When I got home, I copied these notes again. Thereafter they were typed up and the draft copy was destroyed because it was illegible.

90. The Tribunal will draw its own conclusions from the fact that the Second Respondent has been unable to provide not only the handwritten notes which she alleges she took at the meeting of 29 July 2017 but also the Word version of the attendance note she claims she typed the same day. Further, if, as she claims, her handwritten note was illegible because the ink had run, it begs the question as to how she was able to copy the note and type it up.

91. The Second Respondent was also asked by the SRA's Investigation Officer (IO) when she became aware of the composition of the Tribunal Panel (the Attendance Note of 29 July 2017 having referred to that). The IO's request was made via email dated 15 September 2020 **[HWP1 p.852].** Her response dated 10 August 2021 **[HWP1 p.190]** was evasive:

A29

Once we received notification from the Tribunal, I was informed

92. On 11 July 2023, the Authorised Decision maker decided to refer this matter to the Solicitors Disciplinary Tribunal

I believe that the facts and matters stated in this statement are true.

………………………………

Hannah Pilkington, solicitor, Capsticks Solicitors LLP
for and on behalf of the Applicant

Dated this 4th day of December 2023

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

CHINWE UZO CHIKWENDU

(SRA ID: 418269)

First Respondent

And

UNDIGA EMUEKPERE

(SRA ID: 487197)

Second Respondent

APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 (2) AND RULE 15 OF THE SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

Relevant Rules and Regulations

SRA Principles 2011

You must:

Principle 2: act with integrity

Principle 6: behave in a way that maintains the trust the public places in you and in the provision of legal services

SRA Code of Conduct 2011

Outcome 11.1: you do not take unfair advantage of third parties in either your professional or personal capacity;

SRA Principles 2019

You act:

Principle 2: in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.

Principle 4: with honesty.

Principle 5: with integrity.

Code of conduct for Solicitors, RELs and RFLs

7.3: You cooperate with the SRA, other regulators, ombudsmen, and those bodies with a role overseeing and supervising the delivery of, or investigating concerns in relation to, legal services.

7.4: You respond promptly to the SRA and

a) provide full and accurate explanations, information and documents in response to any request or requirement; and

b) ensure that relevant information which is held by you, or by third parties carrying out functions on your behalf which are critical to the delivery of your legal services, is available for inspection by the SRA.