BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL **Case No:**

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

ANDREW BRIAN ALEXANDER COOPER

Respondent

STATEMENT PURSUANT TO RULE 12 (2) OF THE SOLICITORS (DISCIPLINARY PROCEEDINGS) RULES 2019

I, Jonathan White, am a Solicitor of Blake Morgan LLP, 6 New Street Square, London, EC4A 3DJ. I make this Statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("SRA").

The allegations

1. The allegations against the Respondent, Andrew Brian Alexander Cooper, made by the SRA are that, while in practice as a Solicitor at Streathers Solicitors LLP, ("the Firm"):

   1.1 Between 16 August 2019 and 20 September 2022, caused or allowed payments to be made from the Firm's client account in circumstances where he did not have his clients' instructions to do so, which led to a cash shortage of up to £1,174,493.62, and in doing so thereby breached any or all of:

   To the extent the conduct took place before 25 November 2019:

   1.1.1 Principles 2, 6 and 10 - SRA Principles 2011

1.1.2 Rule 20.1(f) – Solicitors Accounts Rules 2011

To the extent the conduct took place on or after 25 November 2019:

1.1.3 Principles 2, 4 and 5 of the SRA Principles 2019;
1.1.4 Rule 5.1 – Solicitors Accounts Rules 2019
1.1.5 Paragraph 4.2 - SRA Code of Conduct for Solicitors, RELs and RFLs ("the Code of Conduct").

The facts and matters relied upon in support of this allegation are set out in paragraphs 10 to 30 below.

1.2 On or about 27 June 2022, inserted a signature to a letter to HMRC on behalf of Person A without their knowledge or consent, and caused this to be sent to HMRC, purporting to demonstrate that the letter had been signed by Person A when it had not, and in doing so breached any or all of:

1.2.1 Principle 2 of the SRA Principles 2019;
1.2.2 Principle 4 of the SRA Principles 2019;
1.2.3 Principle 5 of the SRA Principles 2019; and
1.2.4 Paragraph 1.4 of the Code of Conduct.

The facts and matters relied upon in support of this allegation are set out in paragraphs 39 to 48 below.

Dishonesty

2. In addition, to the extent that the conduct alleged in Allegation 1.1 took place before 25 November 2019, that allegation is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations. For further particulars of dishonesty in relation to Allegation 1.1, please see paragraphs 31 to 33 below. For the avoidance of doubt, to the extent that the conduct alleged in Allegation 1.1 took place on or after 25 November 2019, dishonesty is alleged by way of a breach of Principle 4 of the SRA Principles 2019.

Appendices and Documents

3. I attach to this Statement the following appendices:

Appendix 1: Relevant Rules and Regulations

Appendix 2: Anonymisation Schedule

4. I attach to this statement a bundle of documents, marked JW1 to which I refer in this statement. Unless otherwise stated, the page references ("JW1 p [X]") in this statement relate to documents contained in that bundle.

5. The bundle is divided into the following sections:

Section A: Investigation documents.

Section B: Notice recommending referral of conduct to the Tribunal.

Section C: Correspondence following the Notice.

Section D: Referral Decision.

Section E: Other documents.

Professional Details

6. The Respondent, who was born on 2 September 1982, is a solicitor, having been admitted to the Roll on 3 December 2007. At the material time he was a partner at the Firm [**JW1, p30**], where he specialised in probate work. The Respondent was dismissed by the Firm on 2 November 2022 [**JW1, p5**]. The Respondent does not currently hold a practising certificate.

The facts and matters relied upon in support of the allegations

Background

7. The conduct in this matter came to the attention of the SRA on 29 September 2022 when the Firm made an initial report in respect of the Respondent, following receipt of a client complaint [**JW1, p28**]. Following this report, a Forensic Investigation Officer employed by the SRA commenced an inspection on 17 January 2023 [**JW1, p10**]. This resulted in a Forensic Investigation Report ("FIR") being prepared dated 25 April 2023 [**JW1, p1 to 27]** together with appendices **[JW1, p28-162]**.

8. The alleged conduct occurred between approximately August 2019 and September 2022. The FIR highlighted a cash shortage of £1,174,493.62 on the Firm's client account arising from improper payments being made from the Firm's client account. It also raised concerns about a letter to HMRC on a client file [**JW1, p8**].

9. The allegations against the Respondent arise out of the contents of the FIR.

Allegation 1.1 – [payments from client account]

10. The minimum cash shortage arose as a result of three types of unauthorised payments from the client account:

    10.1 Payments to HMRC in respect of the Respondent's personal tax in the sum of £76,652.82
    10.2 Payments to client and third parties, causing £1,429,647.45 of the shortage on the client account.
    10.3 Client to business bank account transfers in the sum of £88,111.92.

Payments to HMRC

11. The Respondent's Unique Tax Reference Number ("UTR") was 7131532011 [**JW1, p59**].

12. The Forensic Investigation Officer ("FIO") identified seven payments totalling £76,652.82 made from the client account to HMRC in respect of the Respondent's tax liabilities under his UTR between 13 January 2020 and 1 August 2022. The payments were made from six client matters, as set out at the table at paragraph 32 of the FIR [**JW1, p13**].

13. The Respondent had requested the payments and in each case the reference "7131532011K" had been used [**JW1, p13**].

14. In the exemplified matter of the estate of Person B, the Respondent emailed his colleague on 7 December 2021 as follows [**JW1, p74**]:

    "*Further to the below please can you do a transfer to office to pay the bill.*

    Please then do a Faster Bacs slip of £39,350.82 for "tax payment" to the following account details

Sort code	*Account number*	*Account name*
08 32 10	*12001039*	*HMRC Cumbernauld*

Reference: 7131532011K"

15. The payment was duly made the same day [**JW1, p75**].

16. The FIO found no evidence on the client file that the estate of Person B owed any tax liability to HMRC [**JW1, p14**].

17. There was no evidence that any of the clients consented to these transfers.

Payments to clients and third parties.

18. The FIO identified 42 improper payments made from the Firm's client bank account to client and third parties between 16 August 2019 and 20 September 2022. These payments totalled £1,429,647.45, as set out at the table in the FIR [**JW1 p14 and p79-81**].

19. However, three of those payments, totalling £419,918.57 were from client ledgers that received funds as a result of other improper transfers. This sum was therefore offset from the client account shortage [**JW1, p17 at paragraph 55**], resulting in a net shortage of £1,009,728.88.

20. In the exemplified matter of Person C, the Respondent acted for Person C in respect of her tax returns [**JW1, p17**]. On 8 July 2022 HMRC informed Person C that, following a review of her tax return for the year ending 5 April 2020, her tax liability was £351,641.20 greater than the amount shown on her tax return [**JW1, p94**].

21. Between 6 May 2022 and 8 July 2022, six payments totalling £674,606.64 were made from the client bank account to HMRC in respect of Person C's tax liabilities. The payments were paid out against ledgers for five other clients, as set out in the table at paragraph 63 of the FIR [**JW1, p18**]. One such payment was made from the client account of the estate of Person E in the sum of £275,199.67 on 8 July 2022 [**JW1, p111**]. The payment reference number contained the same first 10 characters as Person C's UTR [**JW1, p111 and p91**] and was different to the tax reference number issued by HMRC to the estate of Person E [**JW1, p113**]. This transfer was authorised personally by the Respondent [**JW1, p111**].

22. There was no evidence that any of the clients consented to these transfers.

Client to Business bank account transfers

23. The FIO identified 34 improper transfers from the client account to the business bank account between 12 March 2020 and 11 May 2022 as set out at the table in the FIR [**JW1, p15 and p84**]. There was no evidence that any of the clients consented to these transfers.

24. In the exemplified matter of Person D, £59,881.51 was received from HMRC on 12 March 2020 in respect of a tax refund for Person D [**JW1, p63 and p195**].

25. This payment was, however, credited to the client matter ledger AG31/2 [**JW1, p64**].

26. On 30 March 2020, the Respondent requested a client account to client account transfer of £49,481.51 from client matter ledger AG31/2 to client matter ledger ALM17/1 in the sum of £49,481.51 [**JW1, p85**]. This transfer brought the balance of the AG31/2 ledger to nil, and so it can be inferred that the transfer could not have happened from this ledger if Person D's £59,881.51 had not been credited to this ledger.

27. On 31 March 2020 an invoice was raised in the sum of £20,000.00 in the matter of ledger ALM/17 with a bill number of 52067 [**JW1, p86**]. On the same date a transfer of £20,000.00 was made from the client to the office account on the ALM17/1 ledger with the same number in the 'Desc/payee' column as the bill number [**JW1, p66**]. The Respondent authorised this transfer [**JW1, p89 and p202**]. Prior to the crediting of the £49,481.51, the balance on the ALM/17 ledger had been nil. It can therefore be inferred that the £20,000.00 transfer could not have happened if Person D's money had not been credited to ledger ALM/17.

28. The FIO found no evidence that the clients in respect of ledgers AG31/2 or ALM17/I1 had any entitlement to Person D's funds [**JW1, p16**].

Meeting at the Firm on 29 September 2022

29. On 29 September 2022 the Respondent attended a meeting with Mr Danaher, the Compliance Officer for Legal Practice and Money Laundering Reporting Officer; Mr Silverman, a Member of the Firm; Ms Stapleton, the Compliance Officer for Finance and Administration; and Mr Prior of the Firm [**JW1 p36**]. During this meeting various ledgers were put to him as having irregular transfers or payments. The Respondent did not comment directly on the ledgers, but eventually stood up and stated:

"I am absolutely fucked".

30. The Respondent subsequently left the meeting and the building.

Allegation 1.1 – Breaches of Principles, Accounts Rules and Codes

Dishonesty (pleaded as an aggravating factor for conduct before 25 November 2019 and a breach of Principle 4 for conduct on or after 25 November 2019

31. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

"*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."*

32. At the time that the Respondent was causing the payments to be made from the Firm's client account he would have known or believed the following matters:

    32.1 The payments were being made from the client account. The Respondent either made the transfers personally or sent instructions to a colleague to make them.

    32.2 In respect of the payments to HMRC, the Respondent would have known that these related to his personal tax affairs as he used his UTR as the reference number. The Respondent would have known that this was a breach of the Accounts Rules 2011 and 2019.

    32.3 None of the clients had given authorisation for payments to be made from the client account for any of the purposes set out in paragraphs 10 to 30 above. The Respondent would therefore have known that he was not entitled to make the payments that he caused to be made.

33. In those circumstances, the Respondent's conduct in making a significant number of improper payments from the Firm's client account, including several which personally benefitted him, would be considered dishonest by the standards of ordinary decent people.

Principle 2 of the SRA Principles 2011 and Principle 5 of the SRA Principles 2019 (integrity)

34. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity (i.e. moral soundness, rectitude and steady adherence to an ethical code) connotes adherence to the ethical standards of one's own profession.

35. A solicitor acting with integrity would not cause transfers to be made from the client account without the consent of the client. The transfers took place over a number of years and involved 83 transfers, seven of which were made to HMRC in respect of the Respondent's own personal tax liabilities. The cash shortage on the client account exceeded £1m as a consequence. This represented a manifest lack of integrity and consequently the Respondent breached Principles 2 and 5 of the 2011 and 2019 Principles for the period up to and from 25 November 2019 respectively.

Principle 6 of the SRA Principles 2011 and Principle 2 of the SRA Principles 2019 (maintaining trust)

36. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services, and in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons. It is a fundamental aspect of the trust placed in solicitors that they will safeguard client monies and not cause them to be transferred from the client account without consent and/or in circumstances not permitted by the Solicitors Accounts Rules. By making the payments referred to at paragraphs 10 to 30 above the Respondent therefore breached Principles 6 and 2 of the SRA Principles 2011 and 2019 for the period up and from 25 November 2019 respectively.

Principle 10 of the SRA Principles 2011 and Paragraph 4.2 of the Code of Conduct (protecting client money and assets)

37. Client money is sacrosanct. The Respondent's conduct was manifestly in breach of the requirements to protect client money and assets and to safeguard money and assets entrusted to him by clients and others. The result of the Respondent's

conduct was that there was a significant cash shortage on the client account, which risked significant harm to clients. The Respondent therefore breached Principle 10 of the SRA Principles 2011 for the period up to 25 November 2019 and Paragraph 4.2 of the Code of Conduct for the period thereafter.

Rule 20.1(f) of the Solicitors Accounts Rules 2011 and Rule 5.1 of the SRA Accounts Rules 2019

38. Paragraphs 10 to 30 are relied on as evidence that the Respondent breached each of these Rules. The conditions under which transfers from the client account were permitted are not materially different under each Rule in that both regimes require the client to consent to the transfers, save in limited circumstances, which do not apply in this case. There was no evidence that any of the transfers that the Respondent caused to be made were authorised by clients. The Respondent therefore breached Rule 20.1(f) of the Solicitors Accounts Rules 2011 for the period up to 25 November 2019 and Rule 5.1 of the SRA Accounts Rules 2019 for the period thereafter.

Allegation 1.2 – [letter to HMRC on behalf of Person A]

39. The Respondent acted for Person A in the administration of the estate of Person F [**JW1, p25**]. Person A was an executor of the estate. On 27 June 2022 the Respondent sent a letter to HMRC in relation to this matter in which he stated [**JW1, p159**]:

"*Please could you note that a change of address for the executor of the estate* [Person A] *to* [Address 1] *for any future correspondence in this estate including future notices of inheritance tax*.
Should you have any questions please contact our Andrew Cooper at acooper@streathers.co.uk or on 020 7034 4200."

40. The letter was signed in the name of the Respondent. Underneath his signature, the following was written:

"I confirm the above change of address"

41. This was purportedly signed in the name of Person A.

42. The FIO established, by reference to SRA records, that the address referred to as Address 1 in paragraph 39 above, was the personal residential address of the Respondent.

43. On 25 August 2022 at 16.55, Person A emailed the Respondent to inform him that, having contacted HMRC directly, she had not been able to pass security checks and had been informed that a letter had been sent by the Respondent to HMRC on 27 June 2022 informing them of a change of address. Person A had not changed address, and she asked the Respondent for a copy of the letter of 27 June 2022 [**JW1, p162**].

44. A few minutes later at 17.15 Person A emailed the Respondent and wrote [**JW1, p161**]:

    "*Hi Andrew,*
    *My address is [*Address 2*].*
    *Phone [*redacted*].*
    Following our phone conversation, it is alarming to hear that you have not sent a letter to HMRC about my address as they say you have. Thank you for agreeing to call them now, and then call me back to let me know what they say. Hopefully you can readjust my details to the above address so they are correct again, and HMRC are aware of the fraudulent letter."

45. Person A concluded the email by providing the telephone number she had called and her inheritance tax reference number [**JW1, p161**]. The Respondent replied at 17.16 to say that he would call the next morning [**JW1, p161**].

46. On 26 August 2022 the Respondent sent the following letter to HMRC:

    "*We understand from our telephone conversations that you have a letter purporting to change the address of the executor,* [Person A*], dated 27 June 2022.*
    Please note that we did not send such a letter. Her address remains as follows:

    *[*Address 2*]*

    Please could you correct this as a matter of urgency and provide us with a copy of the letter as this clearly raises concerns.

    Should you have any questions please contact our Andrew Cooper at acooper@streathers.co.uk or on 020 7034 4200"

47. Person A made a complaint to the Firm about the handling of the estate of Person F. This led to a meeting between the Respondent, Mr Danaher and Ms Stapleton of the Firm on 27 September 2022 [**JW1, p34**].

48. During that meeting it was put to the Respondent that he had sent a letter to HMRC in relation to the matter, with his home address on it. The Respondent was emailed a copy of the letter during the meeting, the Firm having located it as a deleted file in the Respondent's F-drive. The Respondent admitted that it was his address and that he had prepared and sent the letter to HMRC. He apologised, explaining that Person A was getting upset at the lack of progress and he felt that if he received the letters directly to his address, then he could manage matters more effectively. [**JW1, p34**].

Allegation 1.2 – breaches of Principles and Code of Conduct

Principle 4

49. The Applicant relies upon the test for dishonesty in *Ivey*, set out at paragraph 31 above. At the time that the Respondent applied Person A's signature to the letter and sent it to HMRC, he would have known or believed the following matters:

    49.1 Person A had not changed address.

    49.2 Person A had therefore not instructed him to write to HMRC to notify them of a change of address.

    49.3 The address that was included in the letter was the Respondent's own residential address.

    49.4 Person A had not signed the letter and had not instructed the Respondent to apply an electronic signature to the letter.

    49.5 Person A was unaware of the existence of the letter until she contacted HMRC directly, almost two months later.

50. The Respondent, on his own admission, had created the letter personally and would therefore have known that he did not have Person A's consent to apply her signature to it, in circumstances where the contents of the letter were untrue, and Person A had no knowledge that he was drafting or sending such a letter.

51. The Respondent's state of knowledge at the point of creating the letter can be inferred from his subsequent conduct. When he was contacted by Person A on 25 August 2022, Person A having been informed of the existence of the letter by HMRC, the Respondent perpetuated the deception by feigning ignorance and concern, both to Person A and to HMRC. By the time of the meeting with the Firm on 29 September 2022, the Respondent had deleted the letter of 27 June 2022. The inference is that the Respondent was fully aware that he had inserted Person

A's signature without consent and sent that letter to HMRC, again, without Person A's consent.

52. In those circumstances, the Respondent's conduct would be considered dishonest by the standards of ordinary decent people.

Principle 5

53. The Applicant relies upon the test for integrity in *Wingate*, set out at paragraph 34 above.

54. The Respondent's conduct was a manifest example of lack of integrity. A solicitor with integrity would not apply a client's signature to a document or letter and send the same, without their consent, especially when the letter itself contained untrue information. The suggestion that the Respondent did so in order to be able to better manage the case is implausible and would, in any event, not excuse the failure to obtain Person A's consent. The Respondent therefore breached Principle 5 of the SRA Principles 2019.

Principle 2

55. The trust the public places in the solicitors' profession is inevitably undermined in circumstances where a solicitor acts in the manner described in paragraphs 39 to 48 above. A member of the public would not expect a solicitor to attach his client's signature to a letter containing untrue information, and then forward it a government agency to cause the latter to write to him directly as opposed to his client. The result of the Respondent's conduct was that Person A was subjected to concern and inconvenience that her address details had been changed without her knowledge or consent. The Respondent therefore breached Principle 2 of the SRA Principles 2019.

Paragraph 1.4 of the Code of Conduct

56. Paragraphs 39 to 48 above are relied on as evidence that the Respondent attempted to mislead HMRC by inserting Person A's signature into the letter of 27 June 2022, which contained untrue and misleading information, without her knowledge or consent, thereby breaching Paragraph 1.4 of the Code of Conduct.

The SRA's investigation

57. On 27 February 2023 the FIO wrote to the Respondent to inform him that she would like to interview him [**JW1, p37**]. The Respondent did not reply. The letter was re-

sent on 8 March 2023 [**JW1, p40**] and was signed for in the name 'COOPER' on 9 March 2023 [**JW1, p45**]. The Respondent did not reply.

58. The FIO sent text messages to the Respondent at his last known mobile numbers on 27 March 2023 and 14 April 2023. The FIO also left a voicemail on 14 April 2023 asking the Respondent to make contact. He did not do so [**JW1, p10**].

59. On 2 October 2024 a Notice recommending referral to the Tribunal was sent to the Respondent, inviting his representations [**JW1, p180**]. He did not reply to this letter. A reminder was sent on 16 October 2024, giving the Respondent additional time to send any representations to the SRA [**JW1, p184**]. The Respondent did not reply to this letter.

60. On 19 November 2024 an Authorised Officer of the SRA decided to refer the conduct of the Respondent to the Tribunal [**JW1, p190**].

I believe the contents of this statement are true.

.....

Dated this 25th day of February 2025

Sensitivity: General

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APPENDIX 1 TO STATEMENT PURSUANT TO RULE 12 (2) SOLICITORS (DISCIPLINARY PROCEEDINGS RULES 2019

Relevant Rules and Regulations

SRA Principles 2019

Principle 2	You act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.
Principle 4	You act with honesty.
Principle 5	You act with integrity

SRA Principles 2011

Principle 2	You must act with integrity.
Principle 6	You must behave in a way that maintains the trust the public places in you and in the provision of legal services.
Principle 10	You must protect client money and assets.

SRA Code of Conduct for Solicitors, RELs and RFLs 2019

Paragraph 1.4	You do not mislead or attempt to mislead your clients, the court or others, either by your own acts or omissions or

allowing or being complicit in the acts or omissions of others (including your client).

Paragraph 4.2 You safeguard money and assets entrusted to you by clients and others.

SRA Accounts Rules 2019

Rule 5.1 You only withdraw client money from a client account:

(a) for the purpose for which it is being held;

(b) following receipt of instructions from the client, or the third party for whom the money is held; or

(c) on the SRA's prior written authorisation or in prescribed circumstances.

Solicitors Accounts Rules 2011

Rule 20.1(f) Client money may only be withdrawn from a client account when it is…(f) withdrawn on the client's instructions, provided the instructions are for the client's convenience and are given in writing, or are given by other means and confirmed by you to the client in writing.