

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**  
**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**  
**AND IN THE MATTER OF:**

Case No.

**SOLICITORS REGULATION AUTHORITY**Applicant

and

**DARREN HANISON**Respondent

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

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I, **JAMES OLIVER DANKS**, am a Solicitor and Partner at Blake Morgan LLP of Apex Plaza, Forbury Road, Reading, RG1 1AX.

I make this statement on behalf of the Applicant, the Solicitors Regulation Authority Limited ("the SRA").

**The Allegations**

The allegations against the Respondent, Darren Hanison, made by the SRA are as follows::

**Allegations relating to the case of Client A**

**Allegation 1: failure to take instructions**

1. Between around November 2015 and March 2016, the Respondent, while conducting negotiations to settle Client A's medical negligence claim, failed to take instructions from Client A on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, and 1.12 of the SRA Code of Conduct for Solicitors 2011 ("the 2011 Code").

The facts and matters relied upon in support of this allegation are set out in paragraphs 16 to 26 below.

**Allegation 2: misleading Client A over settlement**

2. In around February 2016, the Respondent informed Client A that she would receive £335,000 net in settlement of her claim, without informing her of the global figure of the settlement (£525,000) or how the global amount was being divided. In so doing he breached any or all of Principles 2, 4, and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1, 1.2, 1.5 and 1.12 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 16 to 26 below.

**Allegation 3: not dealing properly with a demand for payment**

3. Between around April 2016 and May 2023, the Respondent failed to deal in a proper manner with a demand for payment of between around £11,000 and £17,000 made by Firm C on Client A in connection with her medical negligence case and he thereby:
  - 3.1. Insofar as the conduct took place before 25 November 2019 breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.2 and 1.5 of the 2011 Code.
  - 3.2. Insofar as the conduct took place on or after 25 November 2019 breached any or all of Principles 2, 5 and 7 of the SRA Principles (“the 2019 Principles”) and either or both of Paragraphs 1.4 and 3.2 of the 2019 Code (“the 2019 Code”).

The facts and matters relied upon in support of this allegation are set out in paragraphs 16 to 26 below.

**Allegation 4: made misleading costs demands**

4. In January 2016 the Respondent represented to Hill Dickinson solicitors and/or Baker & McKenzie solicitors that costs to be claimed as part of Client A’s settlement included:
  - 4.1. £62,840 owed to Rosenblatts solicitors in respect of insurance payments made when Client A was represented by them.
  - 4.2. £150,000 + VAT owed to Secure Law solicitors for work done on the case for Client A by them.

Those representations were misleading and in making them the Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 49 to 54 below.

**Allegation 5: misleading Person A regarding payment of fees**

5. In around January 2016, the Respondent represented to Person A that the defendants in Client A's case were refusing to pay the fees of Person A and her junior counsel. That representation was misleading and in making it the Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 62 to 70 below.

**Allegations relating to the case of Client B****Allegation 6: not taking instructions on offers**

6. Between around August 2015 and September 2016, the Respondent, while conducting negotiations to settle Client B's medical negligence claim, failed to take instructions from Client B on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.1 and 1.12 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 78 to 92 below.

**Allegation 7: misled other side regarding instructions on offers**

7. The Respondent made the following representations to the Defendant's solicitors, Shook Hardy Bacon LLP, purporting to have taken instructions from Client B:
  - 7.1. On 18<sup>th</sup> August 2015 the Respondent represented that Client B would be prepared to accept £400,000 to settle the case.
  - 7.2. On 13<sup>th</sup> September 2015 he represented that he had taken instructions from Client B who had authorised him to make a lower offer of £299,999 to settle the case and had instructed the Respondent that if it was not accepted by 9.00am on 15<sup>th</sup> September he should continue to pursue the claim.
  - 7.3. On 14<sup>th</sup> September 2015 he represented that he had taken further instructions from Client B who had instructed him to put forward an offer of £295,000 to settle the case so long as the offer was accepted by 17.00 the following day.

One or more of those representations was untrue and/or misleading and in making them the Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 78 to 92 below.

**Allegation 8: retained £45,000 from settlement when not entitled to do so**

8. Around or after 15<sup>th</sup> September 2015 the Respondent wrongly retained around £45,000 from Client B's settlement, purportedly on the basis that it represented a 25% success fee. In so doing he breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1 and 1.2 of the 2011 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 101 to 104 below.

**Allegations relating to the case of Client C**

**Allegation 9: failing to obtain ATE**

9. Between 21 December 2015 and 13 October 2021 the Respondent failed to ensure that Client C had valid ATE insurance in place. In so doing:

- 9.1. Insofar as the conduct took place prior to 25 November 2019 he breached any of all Principles 4, 5 and 6 of the 2011 Principles and failed to achieve Outcome 1.2 of the 2011 Code.
- 9.2. Insofar as the conduct took place on or after 25 November 2019 he breached any or all of Principles 2, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 111 to 114 below.

**Allegation 10: wrongly told client about costs immunity**

10. The Respondent inaccurately reassured Client C on 13 October 2021 that she was not at risk of having to pay the defendants' costs if she lost her case. In so doing he breached Principle 2 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 118 to 119 below.

**Allegation 11: misled other parties about ATE**

11. On 22 March 2022 the Respondent:

- 11.1. Represented inaccurately to Irwin Mitchell solicitors that valid ATE insurance was in place for Client C's claim.
- 11.2. Represented inaccurately to the SRA that valid ATE insurance was in place for Client C's claim.
- 11.3. Sent to the SRA a document purporting to be Client C's valid ATE insurance schedule which he had altered, or caused to be altered, to mask the address of the solicitor who had taken out the insurance.

He thereby breached either or both of Principles 4 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 122 to 128 below.

#### **Allegation 12: submitted a false public Indemnity Insurance Proposal**

12. On or after 7 January 2022 the Respondent signed and submitted, or caused to be submitted, a Public Indemnity Insurance proposal form for Fortitude Law which contained inaccurate and misleading information. In so doing he breached any or all of Principles 2, 4 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 136 to 141 below.

#### **Allegation 13: creation of fake ATE insurance schedules**

13. Between 2 November 2015 and 24 January 2020 the Respondent created, or caused to be created, one or more false insurance policy schedules designed to give a misleading impression to clients and/or third parties that ATE insurance was in place when it was not. In so doing:
  - 13.1. Insofar as the conduct occurred prior to 25 November 2019 the Respondent breached any of all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, 1.5 and 1.12 of the 2011 Code.
  - 13.2. Insofar as the conduct occurred on or after 25 November 2019 the Respondent breached any of all of Principles 2, 4, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
  - 13.3. The Respondent's conduct was aggravated by dishonesty.

The facts and matters relied upon in support of this allegation are set out in paragraphs 146 to 150 below.

### **Allegations relating to Clients D, E, F, G, and H**

#### **Allegation 14: not acting in best interests**

14. Between 2015 and 2022 the Respondent failed to act in the best interests of one or more of Clients D, E, F, G, and H. In so doing:

14.1. Insofar as the conduct occurred prior to 25 November 2019 he breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.5 and 1.12 of the 2011 Code.

14.2. Insofar as the conduct occurred on or after 25 November 2019 he breached any or all of Principles 2, 5 and 7 of the 2019 Principles, and Paragraph 3.2 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 162 to 194 below.

#### **Allegation 15: providing misleading information**

15. Between 2015 and 2022 the Respondent provided misleading information to one or more of Clients F, G and H and in so doing he breached:

15.1. Insofar as the conduct occurred prior to 25 November 2019 he breached either or both of Principles 2 and 6 of the 2011 Principles, and failed to achieve Outcome 11.1 of the 2011 Code.

15.2. The Respondent's conduct was aggravated by dishonesty.

15.3. Insofar as the conduct occurred on or after 25 November 2019 he breached Principles 2, 4, and/or 5 of the 2019 Principles, and either or both of Paragraphs 1.2 and 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 204 to 206 below.

#### **Allegation 16: falsified expert report**

16. Between November 2022 and 22 May 2023, the Respondent, being the sole solicitor at Fortitude Law, was responsible for the filing at court of a falsified expert report,

purporting to have been written by Person D. Thereby the Respondent breached Principle 2 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 225 to 227 below.

**Allegation 17: breaches of the Solicitors Regulatory Authority Accounts Rules 2019 (“the Accounts Rules”)**

17. Between February 2022 and July 2022 the Respondent, as Compliance Officer for Finance and Administration (“COFA”), owner and manager of Fortitude Law failed to maintain accounts records compliant with the Accounts Rules and/or comply with his obligations as COFA for Fortitude Law. He thereby breached Rule 8.3 and Paragraph 9.2 of the Accounts Rules.

The Respondent further thereby breached Principles 2 and 5 of the 2019 Principles and Paragraph 4.2 of the 2019 Code.

The facts and matters relied upon in support of this allegation are set out in paragraphs 231 to 232 below.

**General provision on dishonesty an aggravating factor**

18. Insofar as the Respondent’s conduct took place before 25 November 2019, the SRA advances allegations 4, 5, 7, 8, 13 and 15 above on the basis that the Respondent’s conduct was dishonest. The SRA alleges dishonesty as an aggravating feature of his misconduct, but it is not an essential ingredient in proving those allegations.

## Appendices and Documents

1. I attach to this statement the following Appendices:
  - Appendix 1: Relevant Rules and Regulations
  - Appendix 2: Anonymisation Schedule
2. I also attach to this statement a bundle of documents, marked **Exhibit JD1**, to which I refer in this statement. Unless otherwise stated, page references in this statement relate to that exhibit, using the format [**JD1, X**].
3. The bundle is divided into the following sections:
  - Section A: Forensic Investigation Reports
  - Section B: Evidence
  - Section C: SRA Correspondence, Notice and ADM Decision

## Professional details

4. The Respondent, Darren Hanison, is a solicitor who was born on [REDACTED] 1969, and at all material times was the sole partner, owner and manager of Fortitude Law (“the Firm”), a registered sole practice.
5. The Respondent was admitted to the Roll on 16 October 1995. He was based in the Firm’s office at 17a Oathall Road, Haywards Heath, RH16 3EG where he practised in clinical negligence and product liability, largely in connection with allegedly negligent vagina mesh operations.
6. The Respondent no longer holds a practising certificate. The SRA closed the Firm on 17 May 2023, after an intervention triggered by suspected dishonesty at the Firm.

## Background

7. The Respondent set the Firm up in 2015, and it started trading on 15 July 2015. At all material times, the Respondent was the owner and manager of the Firm. From January 2016 the Firm employed a consultant solicitor, Dr Sarah-Jane Richards (“Dr Richards”), until early October 2021; Jacqueline Harwin, another solicitor, was employed from 17 April 2016 to 24 March 2017 as a professional support lawyer; and another solicitor, Gary Harwin, was employed as an associate from 5 September 2016 to 15 September 2017. The Firm also employed paralegals and

administrative staff.

8. The Respondent told Dr Richards that his professional background was in insurance, although the Firm practised almost entirely in medical negligence and product liability. The Respondent had overall responsibility for all client matters handled by the Firm and conducted most or all of the settlement negotiations on the cases relevant to these proceedings.
9. Dr Richards had practised at another solicitors, Rosenblatts, where she was handling product liability and medical negligence cases resulting from the implantation of vaginal mesh devices. A number of patients suffered significant complications from these devices alleged to have been caused by defects in the devices, or medical negligence, and cases were taken against the manufacturers, NHS Trusts, and individual surgeons.
10. Dr Richards had moved to another firm, Secure Law Ltd, when Rosenblatts experienced difficulties caused by the incapacitation of one of its partners. As a result some of the 'mesh' cases were transferred to Secure Law where Dr Richards continued to manage them. When Secure Law ceased trading in around 2015, Dr Richards and some of the clients transferred to the Firm where Dr Richards became a consultant solicitor.
11. While Dr Richards remained involved in the cases, the Respondent himself conducted most of the settlement negotiations.
12. From April 2021, the SRA started to receive complaints about the Firm relating to the cases in these proceedings from clients and others:
  - 12.1. 28 April 2021 – from Client A about a failure to resolve an issue with Firm C;
  - 12.2. 29 September 2021 – from Dr Richards, concerned about issues with the cases of Clients D and G;
  - 12.3. 8 November 2021 – from Client B concerned about possible improper retention by the Firm of money from her settlement;
  - 12.4. 10 February 2022 – from Client C about lapsed ATE insurance;
  - 12.5. 6 June 2022 – from Person A (a barrister) relating to probity issues around a decision to pay her and her junior counsel reduced fees in connection with Client A's case;
  - 12.6. 1 July 2022: Client F complained of a failure to progress her case and protect it from limitation issues;

- 12.7. 14 October 2022: Client G who was complaining about lack of updates on her claim;
  - 12.8. 14 November 2022: Client H concerned about the poor handling of her claim;
  - 12.9. 7 July 2023: Person E, a medical expert, who had been contacted by Client K about a medical report in his name, which he had not written or been instructed to write;
  - 12.10. 14 August 2023: an insurance company, Firm A, reported that a number of fake ATE policy schedules had been uncovered in the files of the Firm.
13. In August 2022 the SRA started a financial investigation into the Firm's accounts. A site visit took place on 31 August 2022. Correspondence about the Firm's accounts continued in September, October and November 2022. On 17 February 2023 SRA investigators conducted an interview with the Respondent covering the accounts and other issues. During the interview the Respondent accepted that he might not be fully compliant with the Accounts Rules.
14. On 19 April 2023 the SRA Forensic Investigator completed his report [JD1, 12] on the Firm which identified breaches of the Solicitors' Accounts Rules.
15. The Firm was shut by SRA intervention on 17 May 2023.

## **ALLEGATIONS RELATING TO THE CASE OF CLIENT A**

### **Allegation 1. Deciding on offers/counteroffers without instructions from Client A [Principles 2, 4 and 6 of the 2011 Principles and Outcomes 1.2 and 1.12 of the 2011 Code]**

#### **Background**

16. Client A instructed the Firm to act on her behalf in her claim for medical negligence. She first instructed Rosenblatts in 2012 on a private basis through her house insurance. Once the funding from the house insurance was exhausted, she moved instructions from Rosenblatts to Secure Law in 2013 on a no win no fee basis. In around 2015, Secure Law ceased to practice, and Client A moved her case to the Firm, also on a no win no fee basis [JD1, 1271 to 1273 paras 12-25].
17. On 17 November 2015, the Firm sent the client care letter, conditional fee agreement (CFA), and terms of business to Client A [JD1, 1283].

18. On 4 December 2015 the Respondent emailed Dr Sarah-Jane Richards, a consultant solicitor who had been looking after Client A's case for the Firm, stating that Client A had given him verbal instructions to settle for a net payment of £300,000 **[JD1, 989]**, but there is no evidence on the file of this telephone conversation. In an email to Baker & McKenzie and Hill Dickinson on 1 January 2016, the Respondent said that costs were owed to Rosenblatts in the sum of £62,840 and Secure Law in the sum of £150,000 **[JD1, 1439]**. In a further email to them on 7 January 2016 the Respondent confirmed that the offer of £630,000 was based on a previous Part 36 offer of £500,000 plus the costs, disbursements and VAT of £317,480 as of 31 December 2015 "*as notified in correspondence*"
19. On 4 February 2016, at 14:52 hours, David Locke of Hill Dickinson (Mr Locke) sent a Without Prejudice offer to the Respondent by email offering to settle Client A's claim, inclusive of costs, VAT and disbursements, in the sum of £444,750 **[JD1, 1058]**.
20. The Respondent responded at 15:30 hours stating that he would take his client's instructions. The Respondent emailed Mr Locke at 16:02 hours with a counteroffer of £550,000 **[JD1, 1055]**.
21. There is no evidence on the client file, received from the Respondent, that he took Client A's instructions on Mr Locke's offer, or that he had instructions to make the counteroffer.
22. On 6 February 2016, Client A requested an update. The Respondent replied to Client A and confirmed that he had "*at least £300k*" for her **[JD1, 1048 to 49]**. On 14 February 2016, the Respondent told Client A that he had "*obtained a final offer of settlement...for a net figure to [her] of £335,000*". In the email he explained how this amount had been reached: "*The £335,000 net figure represents a valuation of your claim approximately £400,000 – which is significantly higher (46.5%!) than the £273,000 recommended number in Counsels' latest Advice of July 2015 (calculated using the highest claim valuation number of £390,000 and applying Counsels' view of the litigation risk at 30%).*" **[JD1, 1066]**
23. The Advice prepared by Person B (junior counsel on the case) actually valued Client A's claim between £365,000 to £390,000 (paragraph 39), and at paragraph 56 he recommended making a Part 36 offer at £350,000 to £375,000 **[JD1, 1250 & 1257]**.
24. Client A did not give the Respondent instructions to accept, or make, any offers on her behalf. The Respondent just provided her with amounts. The Respondent did not provide her with any advice about the amounts put forward and there is no evidence on the client file that he provided Client A with any advice on how or why any settlement figures were appropriate or reasonable **[JD1, 1263 paras 31-36]**.

25. By 16 February 2016, Client A's claim was settled. The Settlement Agreement dated 1 March 2016 showed that a total settlement figure in the sum of £525,000 had been agreed with the defendants' solicitors, Baker & McKenzie and Hill Dickinson [JD1, 1083]. The figure was inclusive of damages, costs, VAT and disbursements. From this sum, Client A received £335,000.
26. Baker & McKenzie and Hill Dickinson have both confirmed, in emails dated 25 October 2022 [JD1, 1225] and 11 November 2022 [JD1, 1229] respectively, that the costs incurred by Rosenblatts and Secure Law were factors in their client agreeing to settle Client A's claim for £525,000.

### **Breaches of the rules**

27. A solicitor should not act without instructions from their client. It is a requirement of acting with integrity that a solicitor should obtain instructions from their client before making key decisions on the client's behalf on settling a claim, having given the client full information and proper advice on whether to take the action or not. The Respondent knew that he did not have instructions or authority from Client A to make offers or reject counteroffers on her behalf when he was negotiating with Baker & McKenzie and Hill Dickinson.
28. By failing to inform Client A about any offers being put forward on her behalf or received in respect of her claim, Client A was unable to make informed choices about how her matter progressed, the appropriateness of the settlement reached or the options available to her. Therefore, the Respondent failed to achieve Outcomes 1.2 and 1.12 of the 2011 Code.
29. Conducting negotiations without instructions was not in Client A's best interests and breached Principle 4 of the 2011 Principles. There was the risk that the Respondent could have prevented a deal which Client A would have accepted.
30. Further a solicitor acting with integrity would not conduct important negotiations without instructions. In so doing, the Respondent breached Principle 2 of the 2011 Principles. Members of the public would be dismayed by hearing that a solicitor would conduct negotiations in this way and their trust in the Respondent and the provision of legal services would be damaged in breach of Principle 6 of the 2011 Principles.

### **Integrity**

31. The leading case on the meaning of integrity in the context of professional regulation is *Wingate v SRA* [2018] EWCA Civ 366 which states that integrity:

“97 ... is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from

*their own members...The underlying rationale is that the professions have a privileged and trusted role in society. In return they are required to live up to their own professional standards.*

*100 Acting with integrity is more than simply not being dishonest. Integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty. ... a professional person is expected to be even more scrupulous about accuracy than a member of the general public in daily discourse.*

*101...The duty to act with integrity applies not only to what professional persons say, but also to what they do..."*

**Allegation 2 – failure to inform Client A of the full settlement figure, or explain the breakdown.**

**[Principles 2, 4 and 6 of the 2011 Principles and Outcomes 1.1, 1.2, 1.5 and 1.12 of the 2011 Code]**

**Background**

32. Paragraphs 16-26 above are repeated.

**Breaches of the Rules**

33. The Respondent never gave Client A an opportunity to discuss settlement figures or understand if, how, or why such figure was appropriate for her claim **[JD1, 1264]**. The Respondent failed to provide Client A with sufficient information to allow her to make an informed decision on the value of her claim and whether this was an offer she should accept. He therefore failed to achieve Outcome 1.12 of the 2011 Code. This also represented a failure to act in Client A's interests contrary to Outcome 1.2 of the 2011 Code.
34. Further, by failing to provide Client A with this information, the Respondent failed to provide Client A with a competent service that took into account her needs and circumstances, and thus failed to achieve Outcome 1.5 of the 2011 Code.
35. The Respondent did not inform Client A that the global settlement agreed was £525,000 at least until she became aware of the text of the formal Settlement Agreement, if indeed she did ever become aware of it **[JD1, 1083]** although it is not signed by or on behalf of Client A **[JD1, 1090]**. The explanation provided by the Respondent to Client A about how her net figure was reached shows that the Respondent unilaterally decided how much Client A was to receive from the global

settlement, regardless of the negotiations between the Firm, Baker & McKenzie and Hill Dickinson. Given that the amount claimed included large sums for costs that were, in reality, not being claimed or not due (see Allegation 4) the choice of figure to give Client A was arbitrary. It was unfair to Client A not to be transparent about the settlement and so the Respondent failed to achieve Outcome 1.1 of the 2011 Code.

36. The client file provides no explanation or reason why the Respondent considered that Client A should receive £335,000, which was less than that recommended in Person B's Advice. In the absence of any good explanation, the Tribunal is invited to infer that the Respondent did not have one, and that he was acting in the interests of maximising the amount of money that would stay with the Firm. This represents a failure to act in Client A's best interests, contrary to Principle 4 of the 2011 Principles.
37. The Respondent did not tell Client A about the global settlement figure. Clients must be able to trust their solicitors to provide them with all information to enable them to make an informed decision about their matter and the options available to them. Not providing Client A, at the time of disclosing to her the suggested settlement, with a breakdown of how much money from the settlement would be retained by the Firm or paid out to others deprived her of the chance to question the figures and take an informed view about the division of the money. This is not the behaviour or conduct that society expects from solicitors nor the behaviour or conduct that the profession expects from its own members. Therefore, The Respondent failed to act with integrity, contrary to Principle 2 of the 2011 Principles.
38. The trust that the public places in solicitors, and in the provision of legal services, depends upon the reputation of the solicitors' profession as one in which every member, of whatever standing, may be relied on to act with complete honesty and integrity. Members of the public would not expect a solicitor to negotiate settlements on behalf of their clients without obtaining instructions or authority from the clients, nor would they expect a solicitor to obscure from the client how the sums involved in the settlement were to be distributed. In doing so the Respondent has failed to behave in a way that maintains public trust in him and in the provision of legal services in breach of Principle 6 of the 2011 Principles.
39. In an email dated 21 February 2023, Person C, Forensic Investigation Officer at the SRA asked the Respondent to explain why he had not provided the client with a breakdown of the Firm's costs, as Client A had requested; if the client had been provided with a breakdown of the settlement in terms of damages, legal costs or similar; and if the client was ever aware of the inclusive settlement **[JD1, 98]**. The Respondent never responded.

### **Allegation 3 – failure to deal properly with demands for around £17,000 on Client A from Firm C**

**[Principles 2, 4, 5, and 6 of the 2011 Principles and Outcomes 1.2 and 1.5 of the 2011 Code. Principles 2, 5 and 7 of the SRA Principles and Paragraphs 1.4 and 3.2 of the Code for Solicitors]**

#### **Background**

40. Paragraphs 16-26 above are repeated.
41. Following settlement of Client A's claim, she received correspondence from Firm C, who had funded post-surgery treatment for Client A **[JD1, 1311 to 1361]**. Under the terms of the health insurance policy, Client A was contractually obliged to claim Firm C's outlay as part of her claim.
42. Secure Law had previously prepared Client A's Schedule of Loss **[JD1, 1367]**. This included Client A's policy excess and travel costs to the private medical appointments but failed to include Firm C's outlay, which amounted eventually to £16,647.62 (when all payments and interest were included) **[JD1, 1367]**.
43. Client A forwarded the correspondence to the Respondent, who told her that he would deal with it on multiple occasions. By email dated 29 June 2020, the Respondent told Client A to put the letter in the bin **[JD1, 1337]** and on 4 September 2020 he told her to delete Firm C's email **[JD1, 1345]**.
44. On 25 February 2021 and 10 May 2021, Client A made formal complaints to the Respondent about his failure to deal with the Firm C correspondence **[JD1, 1362]**. She has never received a response from him. Client A continued to receive chasing correspondence from Firm C, more than seven years after settlement of her claim was reached.
45. Failing to inform Client A that he had not dealt with Firm C's outlay meant that Client A continued to receive letters from Firm C's debt department over a prolonged period of time. This caused Client A anxiety and stress **[JD1, 1266]**.

#### **Breaches of the Rules**

46. A solicitor acting with integrity would not tell their client to put correspondence in the bin, or delete it, especially when the client could be held personally responsible for those costs. A solicitor acting with integrity would take steps to rectify his client's position (or explain why it could not be rectified) and be open and frank with the client if an error had been made. In behaving as he did, the Respondent failed to act with integrity, and failed to act in Client A's best interests in breach of Principles

2 and 4 of the 2011 Principles, and failed to achieve Outcomes 1.2 and 1.5 of the 2011 Code. This conduct also represents a lack of a proper standard of service, in breach of Principle 5 of the 2011 Principles and would damage trust in the profession in breach of Principle 6.

47. Insofar as the conduct took place on or after 25<sup>th</sup> November 2019, including advising Client A to throw away or delete correspondence from Firm C, the Respondent breached Principles 5 and 7 of the 2019 Principles and Paragraph 3.2 of the 2019 Code. Members of the public would be concerned that a solicitor should fail in a sustained way to do what is required to represent a client's interests. This conduct undermines trust in the solicitors' profession and so was also in breach of Principle 2 of the 2019 code. In misleading Client A about the action he was taking, the Respondent was in breach of paragraph 1.4 of the 2019 Code.
48. The conduct took place over periods covered by two sets of Rules and Principles depending on whether it was before 25<sup>th</sup> November 2019, or on or after that date. The correspondence at **[JD1, 1311 to 1328]** is covered by the 2011 Principles and the 2011 Code. The correspondence at **[JD1, 1329 to 1361]** comes under the 2019 Principles and the 2019 Code.

**Allegation 4 – dishonest representations to Hill Dickenson and Baker & McKenzie about the costs claimed as part of Client A's settlement (with dishonesty as an aggravating feature charged in Allegation 6)**

**[Principles 2 and 6 of the 2011 Principles, and Outcome 11.1 of the 2011 Code]**

**Background**

49. Paragraphs 16-26 above are repeated.
50. The Respondent told the SRA on 8 March 2022 that no costs were recovered for Rosenblatts because they did not intimate any claim for costs and that no costs were recovered for Secure Law because they terminated their CFA with Client A **[JD1, 2202]**
51. The Respondent also confirmed that £87,708 plus VAT was recovered by way of costs for the Firm when it had been instructed for less than three months from 17 November 2015 to on 12 February 2016.
52. In an email dated 21 February 2023, Person C, the SRA investigator, asked the Respondent about the costs incurred by Rosenblatts and Secure Law and, inter alia, why they were intimated as being due throughout the settlement negotiations **[JD1, 96]**. The Respondent did not respond.

53. The Respondent misled Baker & McKenzie and Hill Dickinson into believing that costs were due to Rosenblatts and to Secure Law and that those costs needed to be factored in when considering settling Client A's claim on a global settlement basis.
54. The Respondent knew that those costs were not being claimed by either Secure Law or Rosenblatts and to indicate to Baker & McKenzie and Hill Dickinson that they were was untrue.

### **Breaches of the Rules**

55. The conduct lacked integrity in breach of Principle 2 of the 2011 Principles because a solicitor acting with integrity would not mislead other firms into paying costs purportedly incurred by third party solicitors when no costs were in fact being claimed. In misleading them, the Respondent took advantage of the trust they were likely to put in him, and so failed to achieve Outcome 11.1 of the 2011 Code.
56. The Respondent failed to behave in a way that maintains the trust the public places in him and in the provision of legal services. Misleading other solicitors to believe that costs were due, when they were not would damage the public's trust in the delivery of legal services, contrary to Principle 6 of the 2011 Principles.

### **Dishonesty**

57. The Applicant alleges that the conduct in Allegation 4 was aggravated by dishonesty. 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 ordinary decent 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.”*

58. At the time of telling Baker & Mackenzie and Hill Dickinson that other firms were seeking their costs, and thereby putting upward pressure on any settlement figure,

the Respondent knew that the costs were not being claimed. He deliberately misled both firms.

59. The Respondent's conduct was dishonest. Applying the test of *Ivey v Genting* set out above, the Respondent knew that:
- 59.1. Costs were not being claimed by Rosenblatts or Secure Law;
  - 59.2. Baker & McKenzie and Hill Dickinson would factor what they were told about costs incurred by Rosenblatts and Secure Law into any final settlement offers;
  - 59.3. Allowing Baker & McKenzie and Hill Dickinson to believe the costs were payable artificially inflated their final global settlement offers, inclusive of costs, VAT and disbursements, to Client A;
  - 59.4. Because the Respondent was a solicitor, Baker & McKenzie and Hill Dickinson would likely rely on his representations as to costs being claimed;
  - 59.5. Baker & McKenzie and Hill Dickenson were unlikely to demand proof that the costs represented as being claimed, really were being claimed.
  - 59.6. The Respondent's valuation of Client A's claim meant that any monies over and above that figure could be retained by the Firm.
60. An ordinary decent person would consider to be dishonest the Respondent's actions in misleading the defendants' solicitors about costs due to Rosenblatts and Secure Law when no costs were in fact due to those firms.
61. In those circumstances, the Respondent was dishonest by the standards of ordinary decent people.

#### **Allegation 5 – dishonest representations to counsel and clerk about problems with fees**

**[Principles 2 and 6 of the 2011 Principles and Outcome 11.1 of the 2011 Code]**

#### **Background**

62. Paragraphs 16-26 above are repeated.
63. In 2011, Client A instructed Person A (leading counsel) under the direct access scheme for barristers to give advice in connection with her claim for medical negligence. Person A continued to work on Client A's claim after Client A instructed solicitors: first Secure Law and then the Firm.

64. When Client A instructed Secure Law, Person A was retained under a Conditional Fee Agreement (CFA) with Secure Law. Person B joined the case as junior counsel and was also retained by a CFA with Secure Law.
65. After settling Client A's claim in 2016, Person A's fee note to the Firm showed she had incurred £24,877.50 fees excluding VAT and success fee **[JD1, 2350]**. Person B's fee note showed he had incurred £13,132.75 excluding VAT and success fee **[JD1, 2421]**
66. Following settlement of Client A's claim, the Respondent contacted Person A. He also contacted the barristers' clerk to Person A and Person B. The Respondent informed the Clerk, Person D, that the defendants' solicitors were refusing to pay their costs because their CFAs were with Secure Law not the Firm. On 15 February 2016 Person D emailed Person A and Person B saying that the Respondent had told him he had *"around £20,000 plus VAT "to play with" and wanted to know whether [they] would be willing to accept this as payment"* in respect of their fees **[JD1, 2346]**.
67. On 18 March 2016, as a consequence, Person A agreed to accept £20,000 inclusive of VAT and success fee for the work carried out by them both. Person A recalls receiving £11,000 **[JD1, 2342]**. Person B's papers show he received £5,555.55 plus VAT **[JD1, 2437]**.
68. Correspondence between the defendants' solicitors and the Respondent in the course of negotiating settlement shows that the defendants' solicitors did not raise any issue with counsels' fee notes or funding arrangements **[JD1, 2352 to 2416]**.
69. To confirm the position, the SRA wrote to Baker & McKenzie and Hill Dickinson. Both confirmed, in emails dated 25 October 2022 and 11 November 2022 respectively, that they did not raise any issue with the Respondent, nor did they have any issue, regarding Person A and Person B's fee notes or funding arrangements **[JD1, 1225, 1229]**.
70. The Respondent therefore misled Person A, Person B and Person D, to believe that Baker & McKenzie and Hill Dickinson had raised an issue with their CFAs when this was not true.

### **Breaches of the Rules**

71. The Respondent took advantage of Person A and Person B in his professional capacity, breaching Outcome 11.1 of the 2011 Code. Solicitors are required to discharge their professional duties with integrity, probity and trustworthiness. The Respondent abused the trust he knew Persons A, B and D placed in him, and took advantage of his position.

72. As a result of the Respondent taking advantage of them, Person A and Person B accepted significantly lower fees than they were entitled to receive for the work carried out on Client A's claim.
73. This conduct demonstrates the Respondent's lack of integrity, breaching Principle 2 of the 2011 Principles. The Respondent's conduct fell short of the higher standards which society expect from solicitors. A solicitor acting with the high ethical standards expected of the profession would not mislead and take advantage of others to wrongfully deny them legitimately earned fees.
74. The public trust the profession to act in good faith and public trust and confidence would be lost in both the Respondent and the provision of legal services if they were aware that the Respondent misled fellow legal professionals in order to deny them of legitimately incurred and due fees on client matters. Therefore, the Respondent has also breached Principle 6 2011 Principles.
75. The Respondent's conduct was aggravated by dishonesty.
76. Applying the test of *Ivey v Genting* set out above, the Respondent knew the following when he made the dishonest representations involved:
  - 76.1. That his representation to Person A that the solicitors were contesting counsels' fees was untrue.
  - 76.2. That his similar representation to Person D was untrue.
  - 76.3. That this representation would be passed on by Person A and/or Person D to junior counsel, Person B.
  - 76.4. That Persons A, B and/or D would believe the representation to be true.
  - 76.5. That Persons A, B and/or D would not check the truth of the Representation with the defendants' solicitors, because they would trust the Respondent, as a solicitor, to tell them the truth.
  - 76.6. That not paying Person A and B's fees in full would enable the Firm to retain a larger amount of the settlement money.
  - 76.7. That he, the Respondent, would benefit financially by that.
77. By the standards of ordinary decent people, to lie to professional colleagues in order to obtain an unjustified financial advantage would be regarded as dishonest.

#### **ALLEGATIONS RELATING TO THE CASE OF CLIENT B**

**Allegation 6 – Deciding on offers/counteroffers without instructions from Client B**  
**[Principles 2, 4 and 6 of the 2011 Principles and Outcomes 1.1, 1.12 and 11.1 of the 2011 Code]**

**Background**

78. Like Client A, Client B initially instructed Rosenblatts to pursue a claim (in her case for product liability) against the manufacturer of the vaginal mesh implanted in her. Her claim then moved to Secure Law before she instructed the Firm when Secure Law ceased trading **[JD1, 1772]**. The client care letter from the Firm enclosing the CFA to Client B is dated 14 August 2015 **[JD1, 1609]**
79. In a letter dated 17 August 2015 there is reference to a telephone conversation between the Respondent and Sarah Croft of Shook Hardy Bacon LLP, who was representing the defendants in Client B's claim. During the conversation, the Respondent confirmed that Client B was interested in exploring settlement of her claim **[JD1, 1643]**. While Client B has no memory of ever giving instructions to the Respondent to settle the case, in a subsequent email (see below) there is a reference to the fact that a "*range of settlement of £100,000-£120,000*" had been discussed with Client B at some point on 17 August.
80. At 10.43 hours on 17 August 2015 the Respondent sought direction from counsel on settlement figures. At 11.42 hours Person B replied stating that he and Person A agreed that "*a gross damages offer at £165,000+ and that...£195,000 would be a great result*" **[JD1, 1641]**
81. From 18 August 2015, the Respondent commenced making offers to settle Client B's claim, starting at £400,000 inclusive of costs, VAT and disbursements **[JD1, 1644]**. Client B did not give instructions to the Respondent to make this offer.
82. On 28 August 2015 and 11 September 2015 Ms Croft made counteroffers to settle Client B's claim **[JD1, 1672, 1675]**. The Respondent rejected an offer on Client B's behalf on 11 September 2015 **[JD1, 1691]**. Client B was not informed of either counteroffer and did not give instructions to reject either offer.
83. On 13 September 2015 the Respondent emailed Ms Croft and made an offer to settle Client B's claim for £299,999 inclusive of costs, disbursements and VAT **[JD1, 1689]**. The letter also stated that unless a settlement could be reached by 9.00am 15 September 2015, Client B's instructions were to pursue the claim. Client B did not give the Respondent any of these instructions to put to Ms Croft on her behalf.
84. Ms Croft rejected the Respondent's offer on 14 September 2015 and made a counteroffer of £290,000 inclusive of costs, disbursements and VAT. The Respondent responded the same day at 18.53, stating that he would take Client

B's instructions but that the offer was *'likely to be rejected as too low in all the circumstances and that a number no lower than £295,000'* would be required [JD1, 1694, 1698]. Client B had never indicated that she required a gross figure of at least £295,000 nor had she given instructions for the Respondent to impart such information to Ms Croft.

85. At 21.19 the Respondent emailed Ms Croft again [JD1, 1696], stating that he now had instructions to put forward an offer of £295,000 to settle her claim inclusive of costs, disbursements and VAT so long as it was accepted by 17.00 hours the following day and cleared funds were sent to the Firm by 4.00pm 18 September 2015. Client B had not provided instructions to the Respondent to put forward this offer on her behalf.
86. At 11.08 hours on 15 September 2015, Ms Croft emailed to accept the Respondent's offer [JD1, 1701]
87. During the negotiations, the Respondent did not take instructions from Client B on whether or not to accept the defendants' offers, or make counter-offers. Client B has no memory of being contacted at all before a cheque in final settlement was presented to her, but having been shown emails from her file she accepts she did have an email exchange with the Respondent on and after 15 September 2015 [JD1, 1773 and 1797]
88. In an email to Client B at 17.27 on 15 September, the Respondent states that they are *"now in a position to finally settle your claim (subject to agreeing the terms of the Settlement Agreement" ..."*. This email is sent around six hours after he has received a letter from the defendants' solicitors agreeing to the Respondent's latest counteroffer [JD1, 1701].
89. The email continues *"I hope you will agree that this settlement figures is significantly better than the range of settlement ... on which you provided your instructions when we last met on 17 August 2015"* [JD1, 1703]. This provides circumstantial support for the suggestion that there had been no discussions of specific figures since then, up to 15 September.
90. The email does not provide the overall settlement figure of £295,000 nor does it explain how that will be broken down. It simply states: *"you will receive a total net payment of £130,000 (i.e. after the payment of all legal fees – Secure Law and [the Firm], all disbursements and the ATE premium)"*.
91. The email went on to say, *"The £130,000 net figure represents a valuation of your claim at £300,000 (which takes the highest claim valuation number in Counsels' latest Advice) and where a litigation risk of 39.5% is then applied (as discussed Counsels' current view is that the Litigation risk is at best 35%, but in the range of 45-35%). This gives a total claim of £181,500 and after deduction of the applicable*

*success fee (including any shortfall in unrecoverable costs) at 25% and the ATE Premium leaves £130,000”.*

92. On 16 September 2015, Client B emailed the Respondent to confirm that she would be pleased to accept the offer of £130,000 **[JD1, 1734]**

#### **Breaches of the Rules**

93. By failing to inform Client B about any offers being put forward on her behalf or received in respect of her claim, she was precluded from being in a position to make informed choices about the services she needed, how her matter was being handled and the options available to her, contrary to Outcome 1.12 of the 2011 Code.
94. A solicitor acting with integrity would or should provide information and advice about the options available to their clients before accepting or rejecting on the client's behalf offers to settle, and before making counteroffers. They would ensure that their clients understood the risks and consequences of proceeding with claims and settling claims. They would ensure that the client had a complete understanding of the breakdown of any settlement and how and why the amount was a suitable and sensible settlement. The Respondent failed to do any this, which is evidence that he failed to act with integrity, contrary to Principle 2 of the 2011 Code. How he acted is not the behaviour or conduct that society expects of solicitors or that the profession expects of its members.
95. The Respondent's conduct also breaches Principles 4 and 6 of the 2011 Code. It was not in Client B's interests not to be informed of the various offers being made, and not to inform her amounts of a failure to provide a proper standard of service. The Respondent failed to behave in a way that maintained public trust in himself and in the provision of legal services by effectively presenting Client B with a fait accompli which she felt left her little option but to accept **[JD1, 1773]**. This was an unfair way to treat her and represents a failure to achieve Outcome 1.1 of the 2011 Code.

#### **Allegation 7 – misleading Shook Hardy Bacon LLP as to having instructions**

**[Principles 2 and 6 of the 2011 Principles and Outcomes 1.12 and 11.1 of the 2011 Code]**

##### **Background**

96. Paragraphs 78-92 above are repeated.

##### **Breaches of the Rules**

97. In representing to the defendant's solicitors on 18 August 2015, 13 September 2015

and 14 September 2015 that he had taken instructions from Client B, when he had not done so, he failed to act with integrity. A solicitor acting with integrity would not mislead another solicitor about the instructions he had received and make or reject offers in a way that could be repudiated by the client who had not approved the action. This conduct was contrary to Principle 2 of the 2011 Principles and also a solicitor misleading another undermines trust in the profession contrary to Principle 6. In so doing he took unfair advantage of the solicitors, by exploiting the likelihood that they would trust that he was acting under instructions, and so failed to achieve Outcome 11.1 of the 2011 Code and impeded the ability of his clients to make informed decisions, contrary to Outcome 1.12 of the 2011 Code.

### **Dishonesty in relation to of Allegation 7**

98. Allegation 7 is advanced on the basis that the conduct was aggravated by dishonesty. Dishonesty is alleged as an aggravating feature but is not an essential ingredient in proving Allegation 7.
99. When misleading the solicitors as to whether he had instructions or not, applying the lvey test the Respondent knew the following:
  - 99.1. That he had not taken Client B's instructions on the offers/counteroffers set out above;
  - 99.2. That he should not be conducting negotiations without instructions;
  - 99.3. That if he told the defendant's solicitors that he did not have instructions, they would most likely refuse to enter into discussions on the suggestions the Respondent was making;
  - 99.4. That if he told the defendant's solicitors he had taken instructions they would believe him;
  - 99.5. That the defendant's solicitors had no way of checking what instructions he had;
  - 99.6. That Client B had no effective way of knowing what offers/counteroffers were being made if he, the Respondent, did not tell her about them.
100. Ordinary decent people would regard it as dishonest for a solicitor to claim to another solicitor to have told his client information when he knew he had not done so, and to be claiming to act on instructions when he was not.

### **Allegation 8 – wrongfully retaining around £45,000 from Client C's settlement**

**[Principles 2, 4 and 6 of the 2011 Principles and Outcomes 1.1 and 1.2 of the 2011**

**Code]****Background**

101. Paragraphs 78-92 above are repeated.
102. From the £295,000 settlement, Client B received £130,000, £6,125 went to the ATE premium (although there is no evidence of the Respondent paying this), and £62,500 was paid to Secure Law for their costs. This leaves £69,226.20 which must have been retained by the Respondent and the Firm. The Respondent settled the case one month from being instructed.
103. The CFA between Client B and the Firm confirms that the Firm was entitled to deduct from Client B's damages a success fee of 100% of the basic costs, albeit limited to 25% of her total damages. In his email to Client B on 15 September 2015 **[JD1, 1701]**, the Respondent explained that he had valued Client B's claim at £300,000 but reduced the value of her damages by 39.5% litigation risk to £181,500. From that, he deducted 25% of the damages as his success fee i.e. £45,375.
104. The Respondent was only entitled to deduct 100% of his actual incurred costs from Client B's damages, subject to a cap of 25% of her damages. In an email dated 7 March 2022, the Respondent stated that the Firm's costs totalled £36,663.50 costs, plus VAT **[JD1, 2188]**. The Tribunal can infer that the deduction was not the result of a calculation of actual costs because:
- 104.1. There is no documentary evidence of what the costs were;
  - 104.2. The Respondent has failed to provide any breakdown of the costs despite requests from Client B, made on her behalf by her husband [WS Client B, para 22 **[JD1, 1774]**];
  - 104.3. The Firm had only been instructed for little over a month at the point of settlement making it unlikely that costs of £36,663.50 (excluding VAT) had been properly incurred **[JD1, 1599, 1701]** – even at £500 per hour, that amounts to over 70 hours' work.

**Breaches of the Rules**

105. In the absence of a proper justification, the deduction of £45,375 was wrong. A solicitor acting with integrity would not deduct fees from a client's settlement without having a proper justification for it, and in so doing the Respondent breached Principle 2 of the 2011 Principles. The deduction was unfair to Client B and contrary to Client B's best interests, in breach of Principle 4 of the 2011 Principles and was a failure to achieve Outcomes 1.1 and 1.2 of the 2011 Code.

106. If Client B or any member of the public was aware that the Respondent had wrongly deducted £45,375 from a client's damages and received £69,226.20 for one month of negotiating a settlement when Client B had received £130,000 after being in hospital for six months, losing part of her bladder and suffering long term kidney failure, trust in the Respondent and the provision of legal services would be damaged. Therefore the Respondent breached Principle 6 of the 2011 Principles.

#### **Dishonesty in relation to of Allegation 8**

107. Allegation 8 is advanced on the basis that the conduct was aggravated by dishonesty. Dishonesty is alleged as an aggravating feature but is not an essential ingredient in proving Allegation 8.
108. When wrongfully deducting £45,375 from Client B's damages the Respondent knew the following (applying the Ivey test):
- 108.1. There was a valid CFA in place.
  - 108.2. Under the terms of the CFA, the Firm was allowed to deduct as a success fee a sum equivalent to actually incurred costs, subject to a cap of 25% of Client B's damages.
  - 108.3. The Firm had not incurred costs of £45,375 in the month he had been instructed.
  - 108.4. The Respondent was therefore not entitled to deduct that sum as a success fee.
  - 108.5. Without a breakdown of costs, Client B would find it difficult or impossible to work out that the Respondent was not entitled to deduct the sum.
  - 108.6. It was likely the Firm, and by extension the Respondent as only director, would benefit financially from the deduction.
109. By the standards of ordinary decent people it is dishonest to take money belonging to another to which you are not entitled.
110. In interview, the Respondent told Person C, the SRA's Forensic Investigation Officer that the offers and counteroffers would have been presented to Client B but that they were not necessarily on the client file that he provided to the SRA [**JD1, 86 Line 10ff**]. Person C also asked the Respondent in written questions dated 21 February 2023 to confirm that the offers and counteroffers to settle Client B's claim were subject to instructions from the client. The Respondent never responded [**JD1, 96**].

## **ALLEGATIONS RELATING TO THE CASE OF CLIENT C**

### **Allegation 9 – failing to ensure Client C had valid ATE insurance**

**[Principles 4, 5 and 6 of the 2011 Principles and Outcome 1.2 of the 2011 Code; Principles 2, 5 and 7 of the 2019 Principles.]**

#### **Background**

111. Like Client A and Client B, Client C instructed the Firm to recover compensation for medical negligence after Secure Law had folded [JD1, 2279]. She entered into a CFA around December 2015 with the Firm and the client care letter confirmed that she would have the benefit of ATE insurance [JD1, 2301, 2288]. During her time with Secure Law, she had been told that they had arranged for her to have a policy of ATE insurance via Firm A.
112. In an email of 13 October 2021 at 10:51 the Respondent reassured Client C about possible costs stating “*As discussed and requested ... whatever the outcome of your case, you will not be at risk of having to pay any money in respect of the Defendants’ legal costs ...*” [JD1, 2307], thus implying that there was an ATE policy in place.
113. After being alerted to concerns over the validity of her ATE insurance policy by Dr Richards [JD1, 2315] Client C contacted Firm A and discovered that the policy she had had with them had been cancelled by Firm A years earlier because the Respondent had not kept Firm A updated on the progress of her claim [JD1, 2282].
114. Allowing the ATE insurance policy to lapse put Client C’s prospects of successfully claiming compensation at risk. ATE insurance would cover any costs and disbursements claimed by the defendant, if Client C lost her case, or failed to improve on a Part 36 offer. Without the ATE insurance, Client C was at risk of having to pay all of those costs herself, if her claim was unsuccessful, which weakened her negotiating position.

#### **Breaches of the Rules**

115. By not ensuring Client C had ATE insurance, the Respondent failed to act in the best interests of Client C, breaching Principle 4 of the 2011 Principles and also failed to protect Client C’s interests in her matter, failing to achieve Outcome 1.2 of the 2011 Code. The failure to undertake such a basic task was also a failure to provide a proper standard of service contrary to Principle 5 of the 2011 Principles and likely to undermine trust in solicitors contrary to Principle 6 of the 2011 Principles.

116. The continuing failure to ensure that Client C had the benefit of ATE insurance is likely to undermine the public's trust in solicitors, and insofar as it occurred on and after 25 November 2019 was a breach of Principle 2 of the 2019 Code for the reasons set out above. It also represents a failure to provide a proper standard of service contrary to Principle 7.
117. Given the risks, a solicitor acting with integrity would not have allowed this situation to continue for so long. The Respondent is therefore also in breach of Principle 5 of the 2019 Code.

**Allegation 10 – inaccurately reassuring Client C that she was protected against costs**

**[Principles 2 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code]**

**Background**

118. Paragraphs 111-114 are repeated.
119. As there was no valid ATE insurance in place, the Respondent's reassurance in October 2021 was inaccurate and misleading.

**Breaches of the Rules**

120. A solicitor acting with integrity would not provide such a reassurance unless he had satisfied himself that it was true. The Respondent could not have done so, as it was not true. He therefore breached Principle 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
121. The Respondent's actions towards Client C in falsely reassuring her that she was protected from costs even if she lost her case were not what the public would expect from a solicitor and would damage trust and confidence in the solicitors' profession. The Respondent has therefore also breached of Principle 2 of the 2019 Principles.

**Allegation 11 – with regard to Client C's ATE insurance, providing inaccurate information to Irwin Mitchell solicitors and the SRA, and providing the SRA with a misleading altered document.**

**[Principles 4 and 5 of the 2019 Principles, and Paragraphs 1.4 of the 2019 Code]**

**Background**

122. Following Client C's report to the SRA, the SRA wrote to the Respondent on 9 March 2022 asking him to provide a copy of the ATE insurance taken out on Client C's behalf [JD1, 2244]. The Respondent responded on 22 March 2022 at 18.13

providing a copy of the ATE insurance policy which had been held with Firm A. He also stated that the policy was “*still in place*” [JD1, 2256]. That representation was untrue. Firm A’s email to the SRA on 24 March 2022 confirms that Client C’s ATE insurance policy remained with Secure Law and was closed due to inactivity on 3 October 2017. The Firm could have asked for it to be transferred when they took over the case, but never did so [JD1, 2263-64]

123. Client C also provided the SRA with a copy of the ATE insurance policy schedule provided to her by Firm A [JD1, 2430]. Comparing the version of the policy received from Firm A (“the Firm’s Policy”) [JD1, 2457] with the one from the Respondent (“the Respondent’s Policy”) [JD1, 2630] they were exactly the same, save that underneath Firm A’s logo on Firm A’s policy is a heading ‘YOUR SOLICITOR’ with Secure Law’s details. This information is missing on the Respondent’s Policy. Under Firm A’s logo is a line or a shadow, where the details under ‘YOUR SOLICITOR’ have been obscured. The logical inference is that someone has altered the Respondent’s Policy.
124. Just over an hour after the Respondent sent the email and the altered ATE schedule to the SRA, he sent a belated reply to enquiries from Irwin Mitchell about the ATE insurance [JD1, 2276]. Irwin Mitchell represented the lead case in the group action involving Client C and there was a costs-sharing order in place. A lack of ATE insurance for Client C could have impacted their client.
125. Person F of Irwin Mitchell had sent an email to the Respondent on 19 February 2022, referring to a previous letter of 18 January 2022 and saying “*as proposed I will assume (not having heard from you to the contrary) that you have a full indemnity in place for your clients [Client C] ... in relation to [her] potential exposure to common costs, VAT and disbursements ...*” [JD1, 2277]
126. At 19.25 on 22 March 2022 the Respondent responded to Irwin Mitchell in an email. Against the request “*Confirmation that your clients have cover in relation to their own individual case costs, VAT and disbursement*” the Respondent has written “*[Firm A] Total indemnity Limit £100k for disbursement not including Counsel’s fees*” [JD1, 2276]. This is a representation that Client C was covered by ATE insurance for everything except counsel’s fees.
127. When the Respondent told the SRA that Client C’s ATE was still in place, either he knew that it was not, or was reckless as to whether it was in place. The SRA had asked him to provide a copy of the schedule in the context of a complaint from Client A that the policy had not been maintained [JD1, 2244]. Had the Respondent genuinely believed the ATE policy was still in place, or checked the position, there would have been no need to send an altered copy of the schedule with the previous solicitor’s details obscured.
128. The Respondent must also have known, or decided not to check, that the policy

was not valid when he emailed Irwin Mitchell around an hour later.

### **Breaches of the Rules**

129. Informing the SRA that Client C's ATE insurance was "*still in place*" when this was not true was an attempt to mislead the SRA to believing that the policy remained valid. If it were not for Client C supplying her version of the policy document, thus enabling a comparison of the two, the Respondent would have misled the SRA. Providing a copy of the ATE insurance policy schedule, omitting Secure Law's details was part of the attempt to mislead the SRA about Client C's insurance status. This conduct breaches paragraph 1.4 of the 2019 Code.
130. A solicitor acting with integrity would not mislead the SRA or another solicitor about a client's insurance position. This conduct was therefore also in breach of Principle 5 of the 2019 Principles.
131. The conduct was also dishonest and so a breach of Principle 4 of the 2019 Principles.
132. When the Respondent sent the SRA the email with the altered schedule he knew:
  - 132.1. That Client C's ATE policy was not valid;
  - 132.2. That the policy had been taken out by the previous solicitor, and had not been renewed or maintained by the Firm;
  - 132.3. That he could obscure that fact by altering the document to hide the previous solicitor's involvement with the schedule.
  - 132.4. That this alteration was unlikely to be detected by the SRA.
133. By the standards of ordinary decent people, a deliberate attempt to mislead another about the status of an insurance policy, in part by altering a key document, is dishonest.
134. When the Respondent, later on the same day, sent Irwin Mitchell the email in response to their enquiries about the ATE policy he knew:
  - 134.1. That Client C's ATE policy was not valid.
  - 134.2. That Irwin Mitchell would accept his reassurance that it was valid.
  - 134.3. That as they were dealing with another solicitor, Irwin Mitchell would trust the Respondent to tell them the truth about the policy.
  - 134.4. That Irwin Mitchell would be unlikely to take independent steps to verify the policy.

135. By the standards of ordinary decent people, a deliberate attempt by a solicitor to mislead another about the status of an insurance policy is dishonest.

## **OTHER ALLEGATIONS**

### **Allegation 12 – misleading information in PII proposal**

**[Principles 2, 4 and 5 of the 2019 Principles, and paragraph 1.4 of the 2019 Code]**

#### **Background**

136. In the PII proposal form for the Firm for the insurance period 15 January 2022 to 14 January 2023, which the Respondent signed on 7 January 2022, he failed to declare at question 12 on page 20 of the form the SRA's previous forensic investigation, which had started on 25 November 2020 **[JD1, 3255]**. The declaration on the form required the Respondent to confirm that he had not suppressed or misstated any facts **[JD1, 3264]**. Please see paragraphs 277 to 287 of the FIR **[JD1, 56 to 57]**.
137. The Respondent told Person C, the SRA Forensic Investigator, that the copy provided to Person C was the incorrect version, but the Respondent did not subsequently provide any other version of the form to Person C **[JD1, 57 para 285-287]**.
138. In an email to Person F, an SRA Investigation Officer, on 11 May 2023, the Respondent attached "*the final version of the PI renewal form dated 08.01.22*" which he said he sent to the broker on 8 January 2022 which stated that the Firm had been subject to an investigation by the SRA, correcting the mistake on the form dated 7 January 2022 **[JD1, 3232, 3235 and 3236]**
139. On 16 May 2023 Person F, the SRA investigation Officer, contacted Person G at Firm B, the Firm's insurance brokers, and provided him with both copies of the PII renewal forms **[JD1, 3305]**. Person G responded the same day confirming that he had not received the updated form dated 8 January 2022 ("the Updated Form") from the Respondent **[JD1, 3336]**
140. As the COLP, COFA, manager and owner of the Firm, it was the Respondent's responsibility to complete the PII form. In any event, he signed the form declaring that the facts had not been suppressed or misstated. The form dated 7 January 2022, which is the only version Person G received, had suppressed and misstated the facts because it stated that the Firm had not been investigated by the SRA in the last six years when it had. The question was asked as a tick box exercise with two options: yes or no. The Respondent ticked 'no' and submitted this to Person G representing that the Firm had not been investigated by the SRA when it had.

141. There is no evidence that the Respondent, as he claims, sent Person G the updated form on 8 January 2022 for the following reasons:
- 141.1. Person G confirmed that Firm B did not receive the Updated Form.
  - 141.2. The Respondent has not provided the original email evidence showing that the Updated Form was ever sent to Firm B/Person G.
  - 141.3. The pdf document the Respondent supplied which purports to be the sending of the final version of the form makes no mention of the SRA investigation, or the fact that this is a corrected form **[JD1, 3267 to 3272]**

### **Breaches of the Rules**

142. Applying the test from *Ivey v Genting* set out above, at the time of his actions the Respondent knew that the Firm had been subject to a forensic investigation commencing in November 2020. Representing, by ticking the 'no' box, that the Firm had not been subject to an SRA investigation in the previous six years was misleading as it was untrue. By the standards of ordinary decent people, stating something in a formal document that you know to be untrue is dishonest. The Respondent was thereby in breach of Principle 4 of the 2019 Principles.
143. Further these actions demonstrate a lack of integrity. The duty to act with integrity applies to not only what a solicitor does, but what they do. The Respondent provided false information to his insurance broker and signed a declaration that he knew was inaccurate and untrue, knowing that the insurance broker and insurance providers would rely on the information to offer his firm PII. A solicitor acting with integrity would not provide inaccurate and untrue information to their insurers. He thereby breached Principle 5 of the 2019 Principles.
144. The Respondent's actions were misleading to his insurance brokers and the insurance provider contrary to paragraph 1.4 of the 2019 Code. Person G confirms in his email dated 16 May 2023 that the Firm appeared to have misled the insurers and that they would have to notify their wholesale insurance broker and the insurance provider as a result.
145. Members of the public expect solicitors to provide accurate and truthful information to their insurers especially as professional indemnity insurance provides an additional safeguard and protection for clients who use the services of solicitors should matters go wrong. Furthermore, there is no guarantee that the insurance obtained by the Respondent would remain valid and protect clients if needed. If the public were aware that a firm was not properly insured to protect its clients' interests, its trust in the profession and in the provision of legal services would be diminished. By his conduct the Respondent breached Principle 2 of the 2019 Principles.

**Allegation 13 – creation of fake ATE insurance schedules**

**[Principles 2, 4 and 6 of the 2011 Principles and Outcomes 1.2, 1.5 and 1.12 of the 2011 Code; Principles 2, 4, 5 and 7 of the 2019 Principles and paragraph 1.4 of the 2019 Code]**

**Background**

146. Person H, a manager at Firm A (the ATE insurance firm) was approached by firms of solicitors, who had taken over claims for compensation of former clients of the Firm, following the SRA's intervention into the Firm. The firms had located ATE policy schedules purportedly issued by Firm A on the files recovered from the Firm and contacted Firm A to advise the claim had been transferred to them **[JD1, 3413]**
147. The policy schedules disclosed by the new firms to Person H did not reconcile with Firm A's records. On closer inspection, the policy schedules for Clients G, I and J did not appear to be genuine policy schedules, as the policy numbers could not be traced, the wording was incorrect, the company name appeared as Firm A "*pie*" not 'plc' and the policy for Client J included a company logo which was out of date for the policy issue date of 4 April 2018 **[JD1, 3402 to 3403]**
148. The policy schedule for Client I was located on the electronic file, recovered by the SRA Intervention Agent, as a Word document. The metadata for the Word document shows that it was last saved by and last modified by the Respondent on 24 January 2020 **[JD1, 3426]**
149. The evidence indicates that the Respondent created, or caused to be created, fake Firm A policy schedules to give the impression to clients and third parties that ATE insurance was in place when it was not.
150. The Tribunal can properly infer that the Respondent was responsible for the creation of these fake policies because:
  - 150.1. Firm A's genuine policy schedules are provided as PDFs, not word documents.
  - 150.2. Client I's purported schedule was contained in a word document modified by the Respondent nearly two years after the purported policy issue date.
  - 150.3. There is no legitimate reason the Respondent would be in possession of a word version of a Firm A policy schedule.
  - 150.4. There is no legitimate reason the Respondent would be modifying and saving such a document.

150.5. The Respondent knew that the Client I document was not genuine.

150.6. The document for Client I, and the other created schedules, appear in the file of the relevant client.

150.7. It is more likely than not that if the Respondent was responsible for, or involved in, producing Client I's fake schedule that he either created, or caused to be created, the other fake schedules.

### **Breaches of the Rules**

151. For conduct prior to 25 November 2019, this conduct demonstrates that the Respondent has failed to act with integrity. He knew when he was creating the ATE policy documents that they were false and would mislead clients and third parties into believing protection was in place when that was not the case. This is a breach of Principle 2 of the 2011 Principles.
152. This is not the conduct the public expects of the legal profession or that the profession expects of its own members. If it became known it would undermine trust in the solicitor's profession, and so is a breach of Principle 6 of the 2011 Principles. Further, it involved leaving clients without valid ATE cover, which is not in their interests and a breach of Principle 4 of the 2011 Principles.
153. The Respondent's conduct could have put clients at risk of making decisions they would not otherwise have made because they believed they had the financial protection of ATE insurance. The Respondent failed to take account of his clients' needs and circumstances or enable them to take informed decisions and therefore failed to achieve Outcomes 1.5 and 1.12 of the 2011 Code for conduct before 25 November 2019.
154. By failing to obtain legitimate ATE insurance policies for his clients, the Respondent did not provide services to them which protected their interests in their matter. By its very nature, ATE insurance is to protect clients' interests and in not providing this to them, the Respondent failed to achieve Outcome 1.2 of the 2011 Code.
155. The conduct was also dishonest. Applying the Ivey test, at the time of the conduct, the Respondent knew that:
- 155.1. The policies were not genuine.
  - 155.2. He had created them, or caused them to be created.
  - 155.3. The policies would mislead a client, or a defendant's solicitor as they would give the false impression that ATE insurance was in place when this was not true.
  - 155.4. A client or a defendant's solicitor would be unlikely to independently

check that the policy was genuine.

- 155.5. In the event that the case settled, in particular with a global figure inclusive of damages, costs, disbursements and VAT no call on the policy would need to be made, and so the fact that the policy was fake would not be detected.
156. By the standards of ordinary decent people, creating fake insurance schedules and using them to mislead clients or others is dishonest. The Respondent's conduct was therefore aggravated by dishonestly in accordance with the test in Ivey for conduct occurring before 25 November 2019.
157. Dishonesty is alleged as an aggravating feature in respect of conduct occurring before 25 November 2019, but is not an essential ingredient in proving the allegation for conduct prior to that date.
158. For conduct on or after 25 November 2019, the Respondent breached Principle 4 of the 2019 Principles by the dishonest nature of creating fake ATE schedules as set out above.
159. The conduct was also misleading to the clients and others as Person H stated in his witness statement dated 9 January 2024 that representatives for clients had contacted him as they had found documents on the client files purporting to be genuine policy schedules or reference to litigation funding agreements. For conduct after 25 November 2019, this breached Paragraph 1.4 of the 2019 Code.
160. Members of the public would be shocked to hear that a solicitor created fake insurance policies, exposing his clients to risk of having to pay costs. This conduct undermines trust in profession and breaches Principle 2 of the 2019 Principles.
161. Furthermore, this conduct demonstrates that the Respondent did not act in his clients' best interests in breach of Principle 7 of the 2019 Principles.

#### **Allegation 14 – failure to act in best interests of Clients D, E, F, G, and H**

**[Principles 2, 4, 5 and 6 of the 2011 Principles and Outcomes 1.5 and 1.12 of the 2011 Code; Principles 2, 5 and 7 of the 2019 Principles and Paragraphs 3.2 of the 2019 Code for Solicitors]**

##### **Client D - Background**

162. Client D also moved to the Firm, after Secure Law ceased trading in 2015. Dr Sarah-Jane Richards was her main point of contact at the Firm **[JD1, 602 to 603]**. Dr Richards was a consultant solicitor who had started working with the Firm after

transferring from Secure Law when that firm got into difficulties. She brought a number of cases with her, and was a specialist in medical negligence and product liability.

163. In October 2021, Client D received notification from Dr Richards that Dr Richards' access to the Firm's computer systems had been restricted and that she should contact the Respondent directly regarding her case, particularly because her limitation date for pursuing a claim against Eastbourne District Hospital Trust was imminent **[JD1, 605 and 648]**
164. Despite Client D's efforts to contact the Respondent she received no response. Client D emailed the Respondent at 11.12 on 12 October 2021 **[JD1, 652]**. In response to enquiries put to him, the Respondent produced a PDF file of an email dated 12 October 2021 which he said he had sent to Client D updating her on her matter. The Respondent's email is dated 09.06 i.e. before Client D had emailed the Respondent **[JD1, 654]**. Again, the Respondent was unable to provide the original email file for this email. Client D says she never received it. She may now be out of time for pursuing the Eastbourne District Hospital Trust for compensation following the professional negligence suffered.

#### **Client E - Background**

165. Around 2015 Client E instructed the Firm in respect of a claim for medical negligence compensation. Following complications in surgery, she had been left with a paralysed arm **[JD1, 1934 and 1938]**
166. The Respondent told Client E that her claim was worth £1.95m. Prior to mediation with the Defendant in April 2018, Client E had provided the Respondent with instructions to settle at a minimum of £750,000. The Respondent told Client E that she and her husband should not attend the mediation meeting on 17 April 2016. **[JD1, 1940]**
167. Client E says that the Respondent telephoned her during the mediation process and gave her 20 minutes to decide on an offer from the Defendant of £150,000 plus fees. Client E says she felt under pressure to accept the offer and ultimately gave instructions to do so **[JD1, 1941]**.
168. However, Client E was unaware that state benefits she had received to that point would be deducted from the £150,000 settlement. In addition, the Respondent deducted £30,000 plus VAT from the settlement for his legal costs. From the settlement, Client E received approximately £70,000 having expected to receive upwards of £750,000. **[JD1, 1941]**
169. When he informed Client E that the offer of £150,000 plus fees had been made,

the Respondent failed to inform her that this was a gross offer inclusive of previously received state benefits. The Respondent therefore failed to act in Client E's best interests, breaching Principle 4 of the 2011 Principles. The failure to provide Client E with this important information prevented her from being able to make an informed decision about her settlement, contrary to Outcome 1.12 of the 2011 Code.

170. Furthermore, the Respondent deducted £36,000 from Client E's settlement when the offer made was for costs to be paid in addition to the £150,000 **[JD1, 1941]**. The Respondent should not have deducted any costs from Client E's settlement. In addition, he should have refunded Client E the amount that she had previously paid to him in respect of costs and experts' fees. By failing to refund Client E the amount previously paid to him for costs and expert fees, the Respondent failed to act with integrity, breaching Principle 2 of the 2011 Principles.
171. Client E requested a copy of the Bill of Costs from the Respondent, but he never provided one to her **[JD1, 1966 and 2098]**

#### **Client F - Background**

172. Client F contacted the Firm in May 2019 to pursue a claim for medical negligence compensation on her behalf. She entered into a CFA with the Firm **[JD1, 2457 and 2463]**
173. In her client care letter, the Respondent told Client F that she had to issue a court claim either by 31 October 2019 or 11 September 2021, to preserve her position **[JD1, 2467]**
174. The Respondent told Client F on 11 October 2020 that the NHS Trust had extended a limitation standstill until 5 December 2020 **[JD1, 2485]**. Following this, Client F contacted the Firm, who would tell her that they were investigating her case or that the limitation had been extended further **[JD1, 2458]**.
175. On 18 March 2022 the Respondent emailed Client F to inform her that they would not be taking on Client F's claim and that she should contact alternative solicitors to protect her limitation date **[JD1, 2491]**
176. Client F has since discovered that the Firm failed to extend the limitation standstill, after it had initially been agreed until May 2020, and the NHS Trust had closed their file due to inactivity **[JD1, 2509]**. No progress had been made on her claim and she has missed her limitation date, meaning that she is statute barred from making a claim for the medical negligence suffered.

**Client G - Background**

177. Client G contacted the Respondent in late 2015, following complications from surgery in January 2014. The file of papers recovered by the SRA's Intervention Agent following the intervention into the Firm shows that Client G had been provided with a CFA and had signed the client care letter, dated 2 November 2015, which was countersigned by the Respondent, on 17 November 2015. **[JD1, 2907 para 20, 2701 to 2707]**
178. Client G was told by email on 15 June 2016 by Dr Richards that a formal letter of complaint had been made to the NHS Trust at the beginning of 2016. The file shows that a letter of claim was sent to the North Bristol NHS Trust on 9 March 2017 **[JD1, 2724]**. The response dated 21 September 2017 denied liability and causation **[JD1, 2749]**. A review of Client G's claim by the Firm shows that the Respondent estimated Client G's chances of success as greater than 75%. This was corroborated by Aneurin Moloney, counsel, by email on 28 March 2018. The Respondent also valued her damages at approximately £400,000 **[JD1, 2756]**
179. However, Client G was concerned her case was not progressing. Other than the client care letter, the file shows no other letters to Client G from the Firm or the Respondent. After Dr Richards and Jackie Harwin left the employ of the Firm, her case was passed to trainee solicitor Roshan Laidlay (Mr Laidlay), who was working under the supervision of the sole and principal solicitor, the Respondent. **[JD1, 2907]**
180. In 2020, Client G negatively reviewed the Firm on Facebook. On 25 February 2020 she also sent a formal letter of complaint to the Respondent **[JD1, 2944]**. The Respondent contacted Client G to ask her to remove the negative review, which she agreed to do, by email dated 3 March 2020, if her case progressed **[JD1, 2946]**. On 9 March 2020 the Respondent told Client G that Mr Lamptey was taking over conduct of her claim **[JD1, 2611]**. Mr Lamptey was working under the supervision of the sole and principal solicitor the Respondent. Other than exchanges by email about her witness statement, Client G was not provided with any updates regarding her claim from Mr Lamptey or the Respondent.
181. Client G requested her files back from Mr Lamptey and the Respondent on 26 August 2022. She has never received a response to any of her emails from the Respondent **[JD1, 2962]**
182. It is likely that Client G has missed limitation for making a claim against the NHS Trust, which she alleges were negligent in their care for her because the limitation period for the vast majority of personal injury claims is three years from the date of on which the cause of action accrued or date of knowledge (if later) of the person injured.

**Client H - Background**

183. Client H initially instructed Coles Miller LLP (Coles Miller) in respect of a claim for medical negligence. However, they advised her that she should also pursue a claim under product liability, for which they did not have the necessary expertise. Client H moved her case to the Firm because they told her they would be able to deal with both claims. **[JD1, 3078 and 3083]**
184. Client H was relying on her date of knowledge for limitation purposes requiring a claim to have been issued in or by January 2021. The limitation date for the product liability claim was assessed as 11 September 2018.
185. Client H entered into a CFA with the Firm, signed by the Respondent, dated 10 July 2018 **[JD1, 3087]**. At this time she was within the limitation period to issue court proceedings for a claim under product liability, and within the limitation period for clinical negligence.
186. On 7 August 2018, Mr Roshan Laidlay, a trainee solicitor at the Firm working under the supervision of the Respondent, told Client H that the court had confirmed that her claim had been successfully issued **[JD1, 3115]**
187. On 20 March 2019 the Respondent telephoned Client H informing her that “the other side” (i.e. the defendant’s solicitor) had said she would need to pay £10,000 to pursue the claim. Client H could not afford this. The Respondent did not explain why she needed to pay the £10,000 **[JD1, 3079]**
188. On 21 March 2019 the Respondent telephoned Client H to persuade her to drop the product liability claim and pursue the clinical negligence claim only. Client H says she was exhausted and confused by the lengthy conversation but ultimately gave the Respondent verbal instructions to do this **[JD1, 3079]**.
189. On 19 December 2019 Client H received a copy of the letter of claim sent to the NHS, which stated that they needed to respond by April 2020 **[JD1, 3123]**. From this point on, Client H heard very little from the Firm.
190. By April 2020, Client H had not received an update. She was told that only the Respondent could update her. Client H attempted to get an update throughout 2020 and 2021 **[JD1, 3079]**. By 11 October 2021 she complained to the Respondent. He responded the same day saying progress would be made. **[JD1, 3079]**
191. The recovered file contained an email chain between Client H and Person I, administrator at the Firm working under the supervision of sole and principal solicitor the Respondent **[JD1, 3055]**. In the email chain, Client H had emailed

Person I on 15 January 2021 sending the contents of an email that she had sent to the Respondent the same day stating that she had not heard from the Respondent for months despite contacting him by telephone, email, text, voicemail and via the office telephone number. The email chain also shows an email from Client H to Person I three days later stating, “Darren replied!” and “Darren reassured me that my claim is protected so I won’t run out of time so I feel a lot better about it now”. **[JD1, 3055]**

192. By 7 April 2021, Client H had emailed Person I again saying that she had still not received any information from the Respondent, despite him telling her she would hear from him in January 2021. Person I replied on 8 April 2021, stating that her claim was progressing and that they were waiting from a response from the NHS, who had requested a one-month extension. **[JD1, 3198]**
193. The Respondent emailed Client H on 19 May 2022 stating that she would not win at trial on the balance of probabilities and ceased acting for her. Client H requested her file to be returned to her, to which she has never received a response **[JD1, 3215]**
194. Client H returned to Coles Miller in hope that they would be able to conclude her claim. They told her that she has missed limitation and are out of time for making a claim, although they noted that the Firm had told Client H that limitation had been extended **[JD1, 3228]**. Client H now has no legal representation and has not made any claim for damages in compensation for the medical negligence she suffered. From having two potential claims, she has none.

#### **Breaches of the Rules - Client D**

195. The Respondent’s failure to contact Client D, issue her claim or keep her informed of progress, after he dispensed with the services of Dr Richards in October 2021, has denied her the opportunity to pursue a claim for negligence against the NHS Trust. This conduct is evidence of the Respondent’s failure to act in Client D’s best interests, contrary to Principle 7 of the 2019 Principles. It is also evidence of him failing to provide competent and timely services to Client D, contrary to Paragraph 3.2 of the 2019 Code.
196. Client D’s trust in the Respondent and the provision of legal services has been damaged. Members of the public would not expect a solicitor to ignore correspondence from their client or fail to take action to preserve their client’s position thus jeopardising a claim. In failing to contact Client D, issue her claim and keep her informed of the progress of her matter, the Respondent has failed to behave in a way that maintains the trust the public placed in him and in the provision of legal services, contrary to Principle 2 of the 2019 Principles.

**Breaches of the Rules - Client E**

197. Like Client C, Client E believed that she had the benefit of ATE Insurance with Firm A. However, Firm A have since confirmed to Client E that the Respondent failed to complete and return the necessary forms to Firm A and as a result they closed her policy [JD1, 1947]. This left Client E without the benefit of ATE insurance, had she required to use it. Failing to ensure that Client E had the benefit of ATE insurance is evidence of the Respondent failing to act in her best interests in breach of Principle 4 of the 2011 Principles.

**Breaches of the Rules - Client F**

198. By failing to progress or protect Client F's claim the Respondent has breached Principle 2 of the SRA Principles 2019. Client F's trust and confidence in the profession is damaged as a result of the Respondent's actions and it is highly likely that any member of the public would also lose trust and confidence in the profession if they became aware of his conduct.
199. As the sole and principal solicitor in charge of Client F's claim, the Respondent failed to act with integrity, in breach of Principle 5 of the SRA Principles 2019, because he told Client F that her claim was protected and progressing when he knew or ought to have known, that it was not. Given his role, position and seniority, the Respondent should not have told Client F information he did not know to be true and accurate. This is not the conduct that the public or profession would expect from a solicitor.
200. The Respondent failed to act in Client F's best interests, in breach of Principle 7 of the SRA Principles 2019 because he failed to take action to properly protect her limitation date or progress her claim at all. In nearly three years of instructing the Respondent, Client F's claim made little or no progress from the day that she instructed him.

**Breaches of the Rules - Client G**

201. By failing to progress or protect Client G's claim, the Respondent failed to act in her best interests, breaching Principle 4 of the 2011 Principles and Principle 7 of the SRA Principles 2019. He also failed to provide Client G with a proper standard of service, breaching Principle 5 of the 2011 Principles. He failed to provide her with a competent service, breaching Outcome 1.5 of the 2011 Code, paragraph 3.2 of the Code of Conduct for Solicitors, RELs and RFLs 2019 and paragraph 4.2 of the Code of Conduct for Firms 2019. By failing to provide Client G with substantive updates, he precluded her from making any informed decisions about her claim and legal provider, contrary to Outcome 1.12 of the 2011 Code.

**Breaches of the Rules - Client H**

202. At the time the Respondent reassured Client H that her claim was protected he

knew or ought to have known that the limitation period was due to expire or had in fact expired. The Respondent should have taken steps to either issue proceedings or protect Client H's position. He did neither. This conduct breaches Principle 5 of the SRA Principles 2019, requiring the Respondent to act with integrity. It is not conduct the public expects of the profession nor the conduct the profession expects of its members.

203. Further, such statement, together with the Respondent's complete failure to progress Client H's claim or protect her from missing the limitation date, diminishes public trust and confidence in the Respondent and in the provision of legal services, contrary to Principle 6 of the 2011 Principles and Principle 2 of the SRA Principles 2019. It also represents a failure by the Respondent's failure to act in Client H's best interests, breaching Principle 4 of the 2011 Principles and Principle 7 of the SRA Principles 2019.

#### **Allegation 15 – providing misleading information to Clients F, G, and H**

**[Principles 2 and 6 of the 2011 Principles and Outcome 11.1 of the 2011 Code; Principles 2 and 5 of the 2019 Principles and Paragraphs 1.2 and 1.4 of the 2019 Code]**

##### **Client F - Background**

204. Paragraphs 172-176 are repeated.
205. The Respondent misled Client F into believing that her claim was being progressed. On 11 October 2020 he emailed Client F to say that the standstill agreement with the NHS had been extended to 5 December 2020 and would continue to be extended ongoing **[JD1, 2485]**
206. The NHS told Client F that they received no correspondence from the Firm following the extension until 1 May 2020 leading them to close her claim **[JD1, 2509]**

##### **Breaches of the Rules – Client F**

207. Telling Client F that her claim was progressing when it was not, misled her into believing a situation that did not exist. The Respondent's conduct breached paragraph 1.4 of the 2019 Code.
208. A member of the public learning of this conduct would have their trust in the profession damaged. The public expect solicitors to provide accurate information

on the progress of a matter to clients. The conduct was therefore in breach of Principle 2 of the 2019 Principles.

### **Client G – Background**

209. Paragraphs 177-182 are repeated.
210. Client G was also misled into believing that her claim was against the NHS for medical negligence was being progressed by the Respondent when it was not.
211. She instructed the Firm on or around 25 November 2015 and was seen by a medical expert in December 2016 but never received the final medical report. Client G chased the Respondent until February 2020, when she sent a letter of complaint to him. He responded on 3 March 2020 stating that he would “*attend to [her] matter as a priority*”. On 6 March 2020 the Respondent emailed Client G stating that he was working on her claim and would keep matters moving along. **[JD1, 2906 to 2908]**
212. Other than correspondence with a junior solicitor regarding a witness statement, Client G did not receive any update about her claim. She received no further update about her claim after December 2020 and complained to the Legal Ombudsman about the service in September 2022 **[JD1, 2908]**
213. As a result of the Respondent’s failure to progress Client G’s medical negligence claim, she missed the limitation date for her claim **[JD1, 2530]** and her new solicitors have had to negotiate with the NHS to prove that missing limitation was not caused by Client G **[JD1, 2970 para 2.4-2.5]**.
214. The client file recovered from the Firm by the Intervention Agent revealed a letter of claim to North Bristol NHS Trust and three follow up letters from their solicitors, DAC Beachcroft. Other than one other letter from the Firm to DAC Beachcroft on 21 November 2018, there was no other substantive correspondence on the client file between the Firm and DAC Beachcroft or North Bristol NHS Trust.

### **Breaches of the Rules – Client G**

215. As lead and principal solicitor at the Firm, it was the Respondent’s responsibility to progress Client G’s claim. There is no evidence to show that the Respondent progressed Client G’s claim. Despite this, he misled Client G into believing that progress was being made and that her claim was a “*priority*”. This conduct breached Paragraph 1.4 of the 2019 Code.
216. By believing the misleading information that the Respondent told her, Client G was put at significant risk that she had missed limitation for her claim for medical negligence.

217. The Respondent's conduct took advantage of Client G's lack of knowledge of the legal process, breaching Outcome 11.1 of the 2011 Code and Paragraph 1.2 of the 2019 Code. His conduct also diminished the trust and public confidence in legal services and the legal profession breaching Principle 6 of the 2011 Principles and Principle 2 of the 2019 Principles.

#### **Client H - Background**

218. Paragraphs 183-194 are repeated.
219. On 21 March 2019 the Respondent told Client H that she had one of the best clinical negligence cases he had seen. He convinced her to drop her product liability claim and pursue the clinical negligence claim [JD1, 3079]. On 19 December 2019 she was provided with a copy of the letter of claim to the NHS on her behalf [JD1, 3124]. The letter stated a response was due by April 2020.
220. By April 2020 Client H had not received an update. She chased for an update throughout 2020 and 2021. On 7 April 2021 Client H emailed Person I, Head of Legal Administration at the Firm, saying, "*Hi [Person I], Darren replied! Darren reassured me that my claim is protected so I won't run out of time so I feel a lot better about it now*". [JD1, 3129 and 3248]
221. By an email on 11 October 2021 the Respondent told her that he would move the claim forward by issuing court proceedings. Client H was under the impression that her claim was protected and court proceedings would be issued [JD1, 3079 and 3206].
222. However, on 19 May 2022 the Respondent emailed her stating that if the case went to trial, she would not be successful, so they were closing her file [JD1, 3130]. She asked for her file to be returned to her, but the Respondent never responded [JD1, 3080]

#### **Breaches of the Rules – Client H**

223. When the Respondent told Client H that her claim was protected, that she would not run out of time and he would issue court proceedings on her claim, he provided her with misleading information. Client H was led to believe that her case was progressing when it was not, breaching paragraph 1.4 of the 2019 Code.
224. A solicitor acting with integrity takes great care not to mislead clients. As was said in *Wingate*, a professional is expected to be "*even more scrupulous about accuracy*" than a member of the general public. In failing to ensure that he communicated accurately with clients F, G and H, the Respondent breached Principle 6 of the 2011 Principles, and Principle 2 of the 2019 Principles.

**Allegation 16 – the falsified expert report****[Principles 2 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code]****Background**

225. The Firm attached a medical report to a Claim Form and Particulars of Claim issued at Court on behalf of Client K, in relation to injuries which she had suffered as a result of vaginal mesh surgery. As the lead solicitor and owner at the Firm, the Respondent was responsible for documents filed at Court.
226. The Claim Form and Particulars of Claim were filed at Court on a date between November 2022, when Client K provided the Firm with the issue fee, and 22 May 2023, when the SRA intervened into the practice of the Firm.
227. The medical report stated that it had been prepared by Person E, a consultant obstetrician and gynaecologist **[JD1, 3382]**. Person E has confirmed that he did not prepare the medical report and Client K has confirmed that she was never examined by Person E for him to prepare a medical report about her **[JD1, 3374 and 3355]**.

**Breaches of the Rules**

228. By providing the court with a medical report that was stated to have been prepared by a medical expert, but which had not been prepared by the medical expert, the Court was misled as to the status of Client K's case. The supply of the report was an implied representation that Client K had an expert medical report as part of her case, when she did not have such a report. This conduct breached Paragraph 1.4 of the 2019 Code.
229. A solicitor acting with integrity is expected to be particularly careful not to mislead others, especially the court. The Respondent knew, or ought to have known, that a falsified report had been created, and was to be filed at court. In failing to ensure that the court was not misled, the Respondent breached Principle 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
230. The public would be likely to be shocked if it was known that a senior solicitor running his own firm had, even indirectly, been responsible for a fake medical report being filed at court. The Respondent is therefore in breach of Principle 2 of the 2019 Principles.

**Allegation 17 – breaches of the SRA Accounts Rules 2019****[Rule 8.3 and Paragraph 9.2 of the Solicitors Accounts Rules, Principles 2 and 5 of the 2019 Principles and Paragraph 4.2 of the 2019 Code]**

### **Background and Breaches of the Rules**

231. An SRA Forensic investigation Officer, Person C, examined the Firm's financial arrangements. Person C was unable to confirm the cause of a cash surplus of £57,300 in the Firm's client account from the books of account provided to him by the Respondent [JD1, 19 to 20]. To date, the Respondent has not provided an explanation for the cash surplus.
232. Person C was also not able to conclude from the information provided by the Respondent that compliant client bank reconciliations were being completed by the firm, contrary to Rule 8.3 of the SRA Accounts 2019 [JD1, 20 to 21]. The Respondent told Person C he would provide him with the cash book for June 2022 after the interview, which was held on 17 February 2023 [JD1, 74]. To date the Respondent has not provided the cash book for June 2022.
233. As COFA, it was the Respondent's responsibility to take all reasonable steps to ensure that the Firm complied with SRA Accounts Rules 2019 and the Respondent did not do so. The information supplied to the SRA shows that the Respondent was in breach of the SRA Accounts Rules 2019, Rule 8.3 and Paragraph 9.2 in failing to deal with client money properly and not providing compliant bank reconciliations. As COFA, owner and manager of the firm, the failure lies with the Respondent.
234. Careful management of money within a firm of solicitors is of great importance. Solicitors often handle large amounts of client money. A solicitor acting with integrity would ensure that the financial accounts of his firm are properly kept, so that clients and others can be reassured that the firm is handling money honestly.
235. Failing to undertake this task adequately is a failure of integrity contrary to Principle 5 of the 2019 Principles, and likely to undermine trust in the solicitors' profession contrary to Principle 2 of the 2019 Principles.
236. Paragraph 4.2 of the 2019 Code specifically refers to the need for solicitors and their firms to safeguard money and assets entrusted to them. Keeping accurate and transparent accounts is central to that. The Respondent is therefore also in breach of Paragraph 1.4 of the 2019 Code.

### **The SRA Investigation**

237. The SRA started receiving complaints about the Respondent in April 2021, and they continued to arrive during the rest of 2021, all of 2022 and up to August 2023. The chronology below covers the main events of the investigation but does not list the many email and phone contacts with the Respondent.

238. On 7 October 2021, the SRA Investigation Officer wrote an Explanation With Warnings (“EWW”) email to the Respondent setting out allegations made by Dr Sarah-Jane Richards, who had been a consultant solicitor at the Firm **[JD1, 473]**
239. On 26 October 2021 another SRA Investigation Officer wrote to the Respondent asking questions about the issue Client A was having with Firm C **[JD1, 1207]**. On 5 November the Respondent replied, asking for more time which was agreed. The SRA sent a chaser on 10 November resetting the deadline for 15 November **[JD1, 1210]**. The Respondent replied to the questions on 11 November 2021 **[JD1, 488]**, and sent further replies on 22 November 2021 **[JD1, 498]**
240. Correspondence continued in November and December 2021 with concerns about other clients added to the list of SRA questions and the involvement of a third SRA Investigation Officer. By a letter from the SRA of 10 December 2021, the Respondent was on notice of six reports being investigated including those from Dr Richards, Client A, Client B and Client E.
241. Investigations continued in 2022, with the SRA contacting witnesses and complainants. On 6 January 2022, the SRA issued a Section 44B Notice requesting information from the Respondent on, by then, seven separate investigations. The Respondent provided substantive responses on 20 January 2022, although the responses were incomplete and a further s44B Notice was issued on 28 January. After the (extended) deadline for the Second notice was missed, further extensions were granted and another substantive replies were received on 7, 8 and 9 March 2022 **[JD1, 2188 to 2231]**
242. On 3 August 2022 the SRA issued a Notice of Investigation into the Firm’s accounts **[JD1, 116]**. On 24 August 2022 a further s44B notice was issued requesting the files of Clients A, C, D and E **[JD1, 122]**. The Respondent provided answers to some questions on 8 August **[JD1, 134]**. On 22 August Person C wrote to the Respondent pointing out that the information requested had not been supplied **[JD1, 140]**. The two spoke later that day on the telephone **[JD1, 143]**
243. A planned site visit to the Firm’s office, due on 23 August, eventually went ahead on the 31 August 2022 **[JD1, 145]**. The Respondent expressed his unhappiness with the process, and stated that he declined to give some of the requested information even though it was available as it had not been explained to him why it was needed although he did then relent and say he would supply some of the information later **[JD1, 146]**
244. Person C sent a follow-up email on 1 and 6 September 2022 reiterating what material was required **[JD1, 149 and 151]**. There were further exchanges during September 2022 and some (but not all) of the material was supplied by the Respondent on 6 October 2022 **[JD1, 261]**. Further material was supplied on 3 November 2022.

245. On 30 January 2023 the SRA wrote to the Respondent seeking information on a further report, that of Client G **[JD1, 2620]**. A chaser was sent on 7 March **[JD1, 2633]**
246. On 17 February 2023 Person A, together with an SRA Forensic Investigation Manager conducted a recorded interview with the Respondent **[JD1, 70]**. It covered issues with the accounts of the Firm, and Clients B and D, together with an issue over information given on a PII proposal form. It was followed up with a request for further information in an email dated 21 February 2023 **[JD1, 98]**
247. During the interview, the Respondent said he did do bank reconciliations **[JD1, 73 line 10]**, but accepted they might not be compliant **[line 35]**. With regard to Client A and the Firm C issue, the Respondent reiterated his view that the money owed to Firm C was an issue for Secure Law, not him or Client A. He did not accept that the Schedule of Loss could have been amended to include the money owed to Firm C.
248. With regard to allegedly taking actions relating to Client A's case (and others) without instructions, the Respondent stated that Client A was kept up to date with the negotiations **[JD1, 80 line 29]** and went on to say that all their clients would be advised of offers/counteroffers even though there might not be records of that found on a given client file **[JD1, 81 line 9ff, and 86]**. He denied claiming that to counsel that the solicitors were causing a problem with counsel's fees in Client A's case **[JD1, 85]**. The Respondent also denied deliberately misleading Firm B on the PII application: it was just a mistake that had been corrected **[JD1, 91]**. He said he would supply further information to deal with concerns about the accounts.
249. On 19 April 2023 Person C, SRA Forensic Investigator, completed his report on the Firm. It identified issues with the Firm's compliance with the Solicitors' Accounts Rules **[JD1, 12]**
250. On 17 May 2023 the Firm was shut down by an SRA intervention.
251. By a letter of 28 June 2023, the SRA set out the open investigations into the Respondent which included those involving Dr Richards, Clients B, C, E, F, G, H and Person A **[JD1, 585]**
252. Under cover of correspondence dated 18 March 2024 **[JD1, 3480]**, a Notice recommending the referral of the Respondent to the Solicitors Disciplinary Tribunal dated 18 March 2024 ('the Notice') **[JD1, 3483]** was sent to him.
253. Due to the size of the physical bundle accompanying the Notice, the delivery of the Notice could not be made on the Respondent.

254. By correspondence dated 8 April 2024, the SRA requested that the Respondent contact them in order for delivery to be arranged **[JD1, 3537]**. The letter contained a specific warning that stated:

*“Should you choose to ignore this letter, you are at risk of us proceeding with our processes in your absence”.*

255. The same correspondence was also sent to an alternative known postal address for the Respondent **[JD1, 3538]** and also by email to his known electronic address **[JD1, 3539]**.

256. The SRA also sent the Respondent electronic copies of the Notice and evidence bundle on 9 April 2024 **[JD1, 3540 to 3548]**.

257. The Respondent has not responded to the SRA in respect of its correspondence to him

258. On 24 May 2024 an Authorised Decision Maker at the SRA decided to refer the conduct of the Respondent to the Tribunal **[JD1, 3549 to 3556]**.

I believe the contents of this statement are true.



.....

James Oliver Danks

Dated this 30 day of April 2025

**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

Applicant

and

DARREN HANISON

Respondent


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

**Relevant Rules and Regulations**

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Principle/ Rule	RULE/Allegation
	<b>SRA Code of Conduct 2011: The Principles [“the 2011 Principles”]</b>
<b>Principle 2.</b>	<b>Principle 2: act with integrity</b>
	<b>Allegation 1:</b> not taking instructions on offers etc Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegations 4.1, 4.2:</b> false representations to defendants’ solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B’s settlement
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules

	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I
<b>Principle 4.</b>	<b>Principle 4: act in the best interests of each client</b>
	<b>Allegation 1:</b> not taking instructions on offers etc Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 6:</b> not taking instructions on offers etc Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>Principle 5.</b>	<b>Principle 5: provide a proper standard of service to your clients</b>
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>Principle 6</b>	<b>Principle 6: behave in a way that maintains the trust the public places in you and in the provision of legal services</b>
	<b>Allegation 1:</b> not taking instructions on offers etc Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I
<b>SRA Code of Conduct 2011: Outcomes ["the 2011 Code"]</b>	
<b>O(1.1)</b>	<b>Outcome 1.1 you treat your clients fairly</b>
	<b>Allegation 2:</b> not informing client A of settlement breakdown

	<b>Allegation 6:</b> not taking instructions on offers etc Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
<b>O(1.2)</b>	<b>Outcome 1.2 you provide services to your clients in a manner which protects their interests in their matter, subject to the proper administration of justice</b>
	<b>Allegation 1:</b> not taking instructions on offers etc Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
<b>O(1.5)</b>	<b>Outcome 1.5: the service you provide to clients is competent, delivered in a timely manner and takes account of your clients' needs and circumstances</b>
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>O(1.12)</b>	<b>Outcome 1.12 clients are in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them</b>
	<b>Allegation 1:</b> not taking instructions on offers etc Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>O(11.1)</b>	<b>Outcome 11.1: you do not take unfair advantage of third parties in either your professional or personal capacity</b>
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I

<b>SRA Principles 2019 [“the 2019 Principles”]</b>	
<b>Principle 2</b>	<b>Principle 2 (you act) in a way that upholds public trust and confidence in the solicitors’ profession and in legal services provided by authorized persons</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegation 12: inaccurate and misleading PII application form</b>
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Principle 4</b>	<b>Principle 4 (you act) with honesty</b>
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12: inaccurate and misleading PII application form</b>
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
<b>Principle 5</b>	<b>Principle 5 (you act) with integrity</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12:</b> inaccurate and misleading PII application form
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Principle 7</b>	<b>Principle 7 (you act) in the best interests of each client</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place

	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>SRA Code of Conduct for Solicitors, RELS and RFLs [“the 2019 Code”]</b>	
<b>Para 1.2</b>	<b>1.2 You do not abuse your position by taking unfair advantage of clients or others.</b>
	<b>Allegation 15.2:</b> providing misleading information to Clients G, H & I
<b>Para 1.4</b>	<b>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)</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12:</b> inaccurate and misleading PII application form
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
<b>Para 3.2</b>	<b>3.2 You ensure that the service you provide to clients is competent and delivered in a timely manner.</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>Para 4.2</b>	<b>4.2 You safeguard money and assets entrusted to you by clients and others</b>
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>SRA Accounts Rules 2019</b>	
<b>Rule 8.3</b>	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Para 9.2</b>	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA