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

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

RICHARD ALEXANDER DOBSON

Respondent

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

I, Jonathan Leigh, am a Solicitor employed by the Solicitors Regulation Authority Limited of The Cube, 199 Wharfside Street, Birmingham, B1 1RN. I make this application on behalf of the Applicant, the Solicitors Regulation Authority Limited ("the SRA").

The allegations

1. The allegations against the Respondent, Richard Alexander Dobson, made by the SRA are that, while in practice as a Solicitor and Director at Trent Law Ltd ("the Firm"):

   1.1 Between 28 February 2020 and around September 2021, he failed to act in the best interests of his client, Client A, by reason of any or all of the following:

   1.1.1 Failed to respond substantively to the Claimant's solicitors, prior to legal proceedings being issued against Client A.

   1.1.2 Failed to comply with Court directions.

   1.1.3 Failed to take any, or adequate action, to set aside a default judgment dated 14 March 2021 made against Client A.

   1.1.4 Failed to be open with Client A in that he did not inform her that he had failed to comply with Court directions and/or that default judgment had been entered due to his failure to comply with Court directions.

In doing so he breached any or all of:

a) Paragraphs 3.2 and 7.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs[1] ("the Code for Solicitors").
b) Principles 2, 5 and 7 of the SRA Principles ("the Principles")

The facts and matters relied upon in support of this allegation are set out in paragraphs 9 to 90 below.

1.2 Between 19 March 2021 and around September 2021 he produced (or caused the production of) file notes and correspondence which gave the misleading impression that he was not fully aware of the reasons why Client A's Defence had been struck out when he knew, or ought to have known, that the defence had been struck out due to his failure to comply with Court directions.

In doing so he breached any or all of:

a) Paragraphs 1.4 and 7.11 of the Code for Solicitors
b) Principles 2, 4, 5 and 7 of the Principles

The facts and matters relied upon in support of this allegation are set out in paragraphs 9 to 76 and 97 to 122 below.

Recklessness and manifest incompetence

2. Allegation 1.1 is advanced on the basis that that Respondent's conduct was manifestly incompetent. Manifest incompetence is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegation. Further particulars are set out at paragraphs 91 to 96 below.

3. In the alternative to the allegation that the Respondent breached Principle 4 of the Principles, allegation 1.2 above is advanced on the basis that the Respondent's conduct was reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct, but is not an essential ingredient in proving the allegations.

For further particulars of recklessness, please see paragraphs 123 - 125.

[1] Now the SRA Code of Conduct for Solicitors, RELs and RFLs and RSLs

Appendices and Documents

4. I attach to this Statement the following appendices:

   Appendix 1: Relevant Rules and Regulations

   Appendix 2: Anonymisation Schedule

5. I attach to this statement a bundle of documents, marked "JL1", to which I refer in this statement. Unless otherwise stated, the page references in this statement relate to documents contained in that bundle.

6. The bundle is divided into the following sections:

   Section A: SRA Notice and Response to Notice (Sub-Section A); and evidence provided with SRA Notice (Sub-Section C).

   Section B: Witness Statements

   Section C: Other documents

Professional Details

7. The Respondent, who was born on [redacted] 1953, is a solicitor, having been admitted to the Roll on 1 December 1977. At the relevant times he was a Director (Partner) and Solicitor at the Firm, working from its Derby office.

8. The Applicant's records show the Respondent currently holding two in-house solicitor roles at two Derbyshire based property companies (which are commercial companies, not SRA-regulated businesses). The Respondent holds a practising certificate free from conditions.

The Facts and matters relied upon in support of the allegations

Background

9. The conduct in this matter came to the attention of the SRA when the COLP and owner of the Firm reported the Respondent to the SRA on 15 September 2023. The Firm raised various concerns about the conduct and competence of the Respondent when he was acting for Client A in the defence of a claim **(Page 217)**.

10. The background to the matter was that Client A's husband had sadly passed away in 2010. In 2019 Client A had sold a mobile home in a home park in Derbyshire, for approximately £90,000, with net proceeds of sale of around £79,440. Client A had previously jointly owned the home with her late husband. A dispute arose over whether ownership of the mobile home had passed to Client A and all proceeds of sale were hers, or the joint tenancy had been severed with the executors of Client A's late husband's estate claiming 50% of the proceeds of sale.

11. Client A instructed the Respondent in late February and early March 2020, after a previous solicitor consulted by Client A had fallen ill. This was at the pre-action stage. The alleged conduct occurred between the date of instruction and September 2021, during the Respondent's retainer with Client A and in his dealing with Client A's complaint about the matter.

12. The Respondent sent a client care / terms of business letter to Client A on 3 March 2020 **(Page 77).** This briefly noted Client A's desired outcome as being *"To defeat the claim or to avoid proceedings being issued",* and that the Respondent / the Firm would *"deal with the Claimant's Solicitors and advise as necessary".*

13. An early file note dated 10 March 2020 confirms Client A's instructions and position as including that she:

    13.1 had provided a print-out of a new bank account containing £39,270 in dispute.

    13.2 was "anxious for resolution".

    13.3 would "pay if Claim is valid", although the Respondent noted that such was contrary to the previous advice that she would have a valid defence.

    13.4 Wished to avoid the cost of proceedings eroding the remaining half of the proceeds.

    13.5 The note also stated that the Respondent would be sending a "detailed reply" to Rotheras (the Claimant's solicitors) **(Page 335)**

14. On or around 20 October 2020, Court proceedings were served on Client A, care of the Firm **(Page 113)**. The Respondent filed a defence dated 17 November 2020 **(Pages 120 – 121)**.

15. On 21 November 2020, the Court sent out Notice of Proposed Allocation, with directions including to file and serve a Directions Questionnaire ("DQ") and costs budget by 22 December 2020 **(Page 128)**. The directions included a section headed 'Important Notice', confirming that non-compliance with the Notice could lead to the striking out of the claim or to judgment being entered.

16. The Respondent did not file a DQ or costs budget, as required. Judgment was subsequently entered against Client A on 14 March 2021, for £49,406.68 **(Page 164)**.

17. No application to set aside Judgment was made and the Claimant pursued enforcement action. On 19 July 2021, Bailiffs obtained access to Client A's residence, being her then partner's house. Client A felt there was no alternative but to pay the full enforcement amount sought of £60,273.62 **(Pages 205 – 206)**.

18. Client A complained to the Respondent and the Firm in August 2021 **(Page 205 – 206)**, and subsequently raised concerns about the service with the Legal Ombudsman. The Ombudsman rejected the complaint on the narrow ground that it understood the crux of the complaint to be that Client A had to pay the enforcement officers, and had paid them against the advice of the Firm; while the Firm had by then offered a refund of fees and the Ombudsman did not have the power to overturn CCJs or payments made to enforcement officers **(pages 62 – 65)**.

19. Client A later instructed new representatives, who sent a pre-action protocol letter for professional negligence to the Firm on 20 September 2023 **(Pages 388 - 393)**. The letter sets out that Client A had not been informed of the Respondent not filing the DQ, nor given advice generally as to matters. The negligence and breach of duty is understood to have been swiftly admitted, with a reduced settlement agreed in summer 2024 after negotiations on quantum.

20. The allegations in this matter arise from the Respondent allegedly:

    20.1 Failing to act in the client's best interests over the course of lengthy proceedings.

    20.2 Producing, or causing / allowing to be produced, documents and correspondence which gave a misleading impression of events.

Allegation 1.1 – Failed to act in the best interests of Client A; and
Allegation 1.2 - Producing file notes and correspondence giving a misleading impression (or causing them to be produced)

Failed to respond substantively to the Claimant's solicitors, prior to legal proceedings being issued against Client A

21. On 28 February 2020, the Respondent contacted Rotheras Solicitors ("Rotheras"), who were representing the [proposed] Claimants. He confirmed he had received instructions to act for Client A. He stated that he would provide clarification of Client A's position early the following week **(Page 74)**. Rotheras acknowledged the

Respondent's email on the same date and confirmed that it looked forward to hearing from the Respondent as soon as possible with clarification of Client A's position. No such clarification was subsequently set out.

22. Between 28 February 2020 and 20 July 2020, Rotheras sent ten requests to the Respondent for a substantive response to a letter of claim that had been sent to Client A prior to his instruction. Rotheras sent the requests on the following dates:

	Date	Page Number
1.	28.02.20	74
2.	05.03.20	85
3.	13.03.20	90
4.	18.03.20	91
5.	26.03.20	94
6.	31.03.20	98
7.	06.04.20	104
8.	14.04.20	107
9.	14.07.20	108
10.	14.07.20	111

.

23. Most communications did not receive any reply from the Respondent. The Respondent did provide open responses by email, on 17 and 24 July 2020, but simply asserted that there was no liability for Client A and the joint tenancy had not been severed, on 24 July 2020 stating that *"We will set out our detailed reasons by letter".* **(Pages 109-110 and 346 - 347)**. No such letter was sent, and no advice letters or emails were sent to the client over this period.

24. On 28 July 2020, Rotheras noted that they had not received a substantive response to the letter of claim and confirmed to the Respondent that they were instructed to issue proceedings **(Page 346)**. Again, there is no written response, or correspondence with the client about these developments.

25. Rotheras prepared Particulars of Claim dated 12 August 2020 (**Page 353 - 356[2]**). The claim was processed and served through the Court in October 2020, with a date of service of 20 October 2020. The claim was for £47,325 (£44,979 plus Court fees and fixed costs) **(Page 113 - 114)**. Despite informing Rotheras that he would clarify Client A's position in March 2020, the Respondent failed to do so and he failed to respond substantively to the correspondence listed at paragraph 22 above.

[2] Particulars of Claim included, but without the Exhibits

Failed to comply with Court directions

26. After receipt of the claim, on 26 October 2020 the Respondent wrote to Client A with a copy of the Claim, noting that they had been "*on the point of closing your file"*, although it is not clear on what basis. The Respondent also stated in his letter: *"somewhat surprisingly we have received proceedings issued by Rothera" (sic)* **(Page 115)**. As noted above, the last correspondence from Rotheras had been to expressly confirm to the Respondent that they were instructed to issue proceedings as they had not received a substantive response to the letter of claim. There was no evidence of Rotheras' earlier correspondence being provided or summarised to Client A.

27. The Respondent filed an Acknowledgment of Service **(Page 266)** and advised Client A to engage Counsel. After Client A paid £900 requested for Counsel to review and advise on the case, the Respondent provided instructions to Counsel on Friday 13 November 2020 **(Pages 116, 118, 357 - 359)**.

28. On Monday 16 November 2020, the Respondent requested from Rotheras an extension of time to file a defence, from 17 November to 24 November 2020. Rotheras refused the Respondent's request, primarily based on the previous lack of substantive engagement **(Pages 123 - 124)**.

29. The Respondent filed a defence dated 17 November 2020 **(Pages 120 – 121)**, after discussion with Counsel. He also confirmed to Client A on the same date that a defence had been filed, providing her with a positive view on the position and stating *"How the case develops from here will depend to some extent upon the Executor's reaction"* (**Page 136 - 137)**.

30. On 21 November 2020, the Court sent a 'Notice of Proposed Allocation to the Multi-Track' with directions to the parties **(Page 128)**. The directions included that, by 22 December 2020, the parties must complete and file a Directions Questionnaire ("DQ") (Form N181), attempt to agree directions, and file proposed directions (whether or not agreed). The Court Notice also included an express warning that judgment could be entered if the Defendant did not comply.

31. On 22 November 2020, Counsel provided a (generally positive) advice on the merits of the case as set out, advising of approximately 65% prospects of successfully defending the claim as currently pleaded **(Pages 130 - 135)**.

32. On 1 December 2020, the Respondent sent copies of Counsel's advice, the Defence, the Allocation Notice and a blank DQ to Client A by email, noting in his covering email that *"We are required shortly to complete a Directions Questionnaire (copy attached) and deal with other procedural issues necessary in handling the Case."* **(Pages 136 and 360 - 365)**

33. On 10 and 17 December 2020, Rotheras emailed the Respondent seeking to agree directions, and noting the deadline of 22 December 2020 **(Page 140).** The fee-earner at Rotheras asked for a response by 18 December 2020, as they were going to be on annual leave, and stated that if they did not hear from the Respondent they would file the papers, as presently drafted, on behalf of the Claimant(s).

34. The Respondent did not reply by the deadline stated in Rotheras' email. In the absence of a response, on 18 December 2020 Rotheras served the Respondent with a copy of their DQ and other documents that they had filed at Court. Rotheras also stated that they looked forward to hearing from the Respondent with Client A's documents by no later than 22 December 2020 **(Page 146)**.

35. The Respondent did not reply to Rotheras' email of 17 December 2020 or letter of 18 December 2020. The Respondent did not file or serve a DQ with the Court and Rotheras. He did not inform Client A that he had failed to comply with the Court's direction or provide any explanation of the position to Client A.

36. On 25 January 2021, the Court issued an 'Unless Order', which stated that the Defendant had failed to file the DQ with the Court by the date specified **(Page 162)**. The Order required the Defendant to file the DQ by 8 February 2021 or the Defence would be automatically struck out, with the Claimant being at liberty to enter judgment.

37. The Respondent's position is that he did not receive a copy of the Order dated 25 January 2021 until later, when he was subsequently provided with a copy after Judgment had been entered. The COLP at the Firm did find a copy of the Order dated 25 January 2021 on the file when the file was later reviewed; but could not confirm the date when the firm received it. As noted below, a copy of the Order was subsequently sent to the Respondent by Rotheras on 18 March 2021.

38. However, the Respondent was aware of the Allocation Directions and the need to file a DQ, with the Allocation Directions carrying the warning that non-compliance could lead to Judgment being entered. Rotheras also reminded the Respondent on several occasions of the deadline to file the DQ. The Respondent did not file a DQ; nor did he tell Client A that he had failed to file a DQ. The Respondent did not provide advice to Client A about rectifying the position.

39. On 14 March 2021 default judgment was entered against Client A **(Page 164)**, with Client A ordered at that stage to pay £49,406.68 forthwith, including costs and interest. The Judgment contained a section titled *"Notes for the defendant".* It stated that if the defendant believed that judgment had been entered wrongly in default, they may apply to the court office with reasons why the judgment should be set aside. It was also stated in the Judgment that if the Order was ignored, *"goods may*

be removed and sold, or other enforcement proceedings may be taken against you...".

Failed to take any, or adequate action, to set aside a default judgment dated 14 March 2021 made against Client A, and failed to be open with Client A

40. On 18 March 2021, in an email timed at 11:14, Rotheras served the Respondent with a copy of the Judgment and 'Unless Order', stating:

> *"Further to your failure to file directions questionnaire and/or cost budget in this matter, and further to the unless order dated 25 January 2021 (copy attached), our client has now been successful in obtaining judgment against your client. Please find judgment attached.*
>
> *As we have not heard from you since November 2020 in this matter, the judgment has also been served on your client direct…"* **(Page 165)**.

41. Rotheras' letter to Client A, served by a process server on 18 March 2021 at 16:30, also sets out that Judgment was entered as Client A had failed to comply with Court Directions **(Pages 371 – 372)**. Rotheras sent a copy of that letter to the Respondent by email on 24 March 2021 **(Page 366, see paragraph 46 below)**.

42. On 19 March 2021, a file note in the Respondent's name stated that: *"We received a letter of Judgment against us but we have never received any other letters/paperwork etc saying we needed to file anything other than the defence which we did back in November".* **(Page 168)**.

43. Also on 19 March 2021, the Respondent wrote to the Court and stated: *"We have received the enclosed Default judgment today but a Defence was served and filed within time and no communication has been received by us which indicates otherwise".* The letter also asked for an urgent explanation from the Court and sought confirmation that the Judgment would be "withdrawn", in the absence of which the Respondent stated he was instructed to apply to set aside the Judgment **(page 167)**.

44. All file notes are in the Respondent's name. In relation to these, his assistant has confirmed that she would type up some notes, but all would be in the Respondent's name as there was only one account; however, all substantive notes would be written with the Respondent's approval or on his instructions **(page 331 – 332)**.

45. The Respondent at no stage mentioned or acknowledged, in either his letter to the Court or his file note, that his not filing the DQ had been the reason for Judgment being entered. However:

45.1 as noted at paragraph 32 above, the Respondent had confirmed to Client A on 1 December that the DQ would need to be filed shortly; and

45.2 Rotheras had sent correspondence to the Respondent the day before his letter and file note, explaining that Judgment had been entered as he had not filed the DQ.

46. On 24 March 2021, Rotheras wrote to the Respondent by email, in response to a letter of similar content to the letter he had sent to Court **(page 366)**. They again set out a detailed timeline and the reasons for the Judgment being entered, and also provided further copies of relevant documents.

47. File notes in the Respondent's name, dated 24 March 2021 **(Page 170)**, recorded that:

47.1 "*Rotheras emailed with a list of dates for filing. We never received <u>two</u> of the correspondence from the court so we are <u>applying</u> to the court pointing out that we had filed a defence and <u>asking them to explain how judgment had been entered</u>". (underlining emphasis added)*

47.2 The Respondent sent a second letter to Court attaching a copy of the 19 March letter and chasing a response.

48. The Respondent sent the second chaser letter to the Court on 25 March 2021 **(Page 172)**. As noted above, the Respondent had by this stage received more than one confirmation of the reason why Judgment had been entered, i.e. his failure to comply with directions. However, this letter again made no mention or acknowledgment of the fact that his failure to comply with the directions led to Judgment being entered.

49. On 13 and 14 April 2021, Rotheras wrote to the Respondent and noted that they had not received payment, or any correspondence, since their email of 24 March 2021 had set out the reasons for Judgment and provided relevant copy documents. Rotheras noted that, in the absence of a substantive update, their client would be minded to commence enforcement action to secure payment of the Judgment. **(pages 374 - 375)**. Three weeks had passed with the Respondent taking no substantive action to seek Client A's instructions or provide an explanation and advice to Client A.

50. On 14 April 2021, the Respondent wrote to Rotheras stating that *"we await a response from the Court to our enquiry as to the circumstances of Judgment being entered. Your email of 24 March identified **two** vital communications from the Court not received by us…it may be that an Application to set aside the Judgment and restore the Claim will be required. At present, there is a Judgment which does*

not reflect the merits of the case" ***(page 175, emphasis in bold added)****.* The only two communications from the Court identified in Rotheras' email of 24 March 2021 were the Allocation Directions and the Unless Order. As noted above, the Respondent had clearly received the Allocation Directions.

51. The Respondent received a response from the Court on 16 April 2021 **(page 174)**. The Court confirmed that:

    51.1 it had recorded receipt of the defence on 21 November 2020, and issued DQ's on the same day.

    51.2 it did not receive a response to the DQ from the Respondent / the Firm, and issued an Unless Order on 25 January 2021, enclosing a copy of the Unless Order.

    51.3 as no response was received, the Defence was struck out on 23 February 2021 and the claimant requested Judgment to be entered.

52. A file note in the Respondent's name, dated 16 April 2021, states: *"Received a letter from the courts only replying to our second email [sic] saying that we hadn't given them a response to the Directions Questionnaire –* ***which was one of the items that we never received.*** *They never replied to our comment about not receiving the two missing correspondence (sic) so we will be applying to have it set aside."* ***(page 177 – emphasis added)****.* As noted at paragraph 32 above, the Respondent had clearly received the Allocation Notice because he sent it and a DQ to Client A on 1 December 2020. The Respondent knew that the DQ needed to be filed and served because he told Client A on 1 December 2020 that it needed to be completed shortly, along with "other procedural issues necessary in handling the Case" **(Page 136)**.

53. Contrary to the file note of 16 April 2021, no application to set aside Judgment was made.

54. In the ongoing absence of any application(s) by the Respondent, a Notice of Enforcement dated 27 April 2021 was served on Client A by Court Enforcement Services Limited ("CESL"), an enforcement company appointed by the Claimants on the matter.

55. On Friday 30 April 2021, the Respondent wrote to CESL. The Respondent stated that the Firm acted for Client A and that *"The Judgment of 14 March 2021* ***is regarded as irregular*** *and* ***as you will see from the attached copy of our letter of 14 April 2021 to [Rotheras] this is in the course of being dealt with****…Doubtless we will be in touch with you at some stage next week."* (emphasis added) **(Page 179)**. This letter set out an incomplete and misleading version of events, in that:

55.1 The Respondent had not received anything from any third-party to indicate that the Judgment was "regarded as irregular".

55.2 No substantive steps had been taken by the Respondent to challenge or to "deal with" the position.

55.3 The Respondent referred to his letter of 14 April 2021 to Rotheras (see paragraph 50 above), which referred to his letter to Court, as evidence that the matter was "being dealt with", but did not refer to or acknowledge the letter from Court that had subsequently been received, that explained again why Judgment had been entered.

In a second letter, the Respondent queried addresses used by CESL. **(page 181)**

56. On 10 May 2021, a file note records that Client A contacted the Respondent about further attempts by CESL to attend at her residence, being a property owned by her partner **(page 341)**. CESL also wrote to the Respondent on the same date and noted that any queries regarding the original Judgment should be addressed to the Claimant or their solicitors **(page 378)**.

57. On 11 May 2021 (at 13:12 pm), Rotheras responded to the Respondent's letter to CESL, of 30 April, that had stated the Judgment was "regarded as irregular". Rotheras:

57.1 stated that the Judgment was enforceable until the Court ordered otherwise;

57.2 asked for an urgent update on the application to set aside that had been suggested; and

57.3 noted the requirement on the Respondent and/or the Defendant to act promptly if applying to set aside the Judgment **(Pages 182 – 183 and 395)**.

Rotheras sought a response by 14 May 2021.

58. On 10 and 11 May 2021, the Respondent continued to contact CESL about their approach, including that the house being enforced at belonged to Client A's current partner, not Client A (page 396 – 397). At 16:19 on 11 May 2021 the Respondent explained to CESL that he had contacted St Helens Court for the purposes of a stay of execution **(page 184)** when no applications had been made.

59. On 11 May at 16:51, the Respondent sent an email to St Helens County Court, claiming that they *would* be making an application to set aside the Judgment and asking about the procedure for a Stay of Execution **(Page 379).** However, no application to set aside Judgment was prepared or made.

60. On 12 May 2021, an email from CESL timed at 14:37 asks the Respondent to provide them with a copy of any application for a stay of execution **(page 185)**, while a file note timed at 14:57 confirms that the enforcement agents had again attended at Client A's partner's property, "ramming on the door", with Client A in a position where she had "refused to go home" **(page 342)**.

61. On 12 May 2021 (at 18:33), the Respondent replied to Rotheras' letter of 11 May (see paragraph 57 above). The Respondent provided a copy of a banking 'mini-statement' and confirmed that Client A still held £39,270 in a separate account. The Respondent stated that he was waiting for a response from St Helens District Registry in relation to a Stay of Execution and that he was instructed to apply to set aside the Judgment. The Respondent also asked Rotheras to suspend enforcement of the Judgment, **(page 186)**.

62. On 14 May 2021, the Respondent sent another email to Rotheras **(page 189)**. This again stated that he was instructed to apply for Judgment to be set aside, while also stating that *"we did not receive the Order made on 25 January 2021* ***or any other communication before the Judgment of 14 March*** *…We await hearing from you…."* (emphasis added). No application to Court had been made at this stage and the file showed no advice or explanation being provided to Client A.

63. On Monday 17 May 2021, Rotheras emailed the Respondent and noted that it had been two months since the Judgment and it remained valid and enforceable. They requested evidence of the steps taken in any applications to set aside Judgment or to obtain a stay of execution, and stated that their client would require such evidence before deciding on whether to suspend enforcement action. **(page 190)**.

64. On Friday 21 May 2021, Rotheras wrote to the Respondent again, noting they had received no response and they required evidence of the position by close of business on 24 May 2021, failing which they were instructed to continue with enforcement **(page 194)**.

65. On the afternoon of 24 May 2021, the Respondent sent a short email to Rotheras, attaching an incomplete copy application dated 20 May 2021 and stating: *"As St Helens District Registry have not responded to our enquiries about the transfer of its file we are submitting there the Application for Stay of Execution and will lodge separately at Northampton the Application to set aside Judgment"* **(Pages 195 and 380 - 383)**. Although the attachment was dated 20 May 2021, there is no other indication or evidence that any application to Court was made.

66. Later, also on 24 May 2021, Rotheras replied. They noted that the Respondent had still provided no evidence of an application to set aside being filed with the Court,

or prepared at all. They requested an explanation and evidence of the position by return, with their client's consideration of suspending enforcement action being dependent upon receiving an explanation and evidence of steps taken to set aside the judgment **(page 198)**. The Respondent did not reply to Rotheras and he did not provide any advice or explanation to Client A.

67. By a letter dated 1 June 2021, and in reply to the Respondent's email of 11 May, St Helens County Court and the County Court Money Claims Centre confirmed that St Helens County Court did not hold a file, and any application for a stay of execution should be made through the nearest District Registry to Client A. The Respondent received the letter by email on 1 June 2021, and by post on 4 June 2021 **(pages 384 - 387)**. The Respondent did not file any application to set aside the judgment with the Court and he did not provide any substantive advice or explanation to Client A after he received the Court's letter.

68. On 19 July 2021, an agent from CESL obtained entry to Client A's residence, being the home owned by her partner, while Client A and her partner were away, because a decorator working at the property had left a door open.

69. Client A and her partner returned home, and contacted the Respondent to say the bailiff was in the house and seeking to enforce the writ against goods. The Respondent wrote to Rotheras on 19 July 2021, following up a telephone call, querying the enforcement and stating that the enforcement agent was taking *"no account of either the deposited funds (and Undertaking [not to dissipate]) or that you are aware our instructions are to have the Judgment set aside and is demanding full payment"* **(Page 201)**. The amount now being enforced had increased, with the increased costs and interest, to £60,273.62 **(Page 206)**, when just under £40,000 had been deposited in the separate account. The Respondent asked Rotheras to contact the HCEO regarding goods not being removed from the house *"pending the issues of ownership and setting aside the Judgment/Writ of Control being dealt with"*. No applications had been made in four months since Judgment was entered.

70. The Respondent advised Client A not to make payment to the enforcement agents **(Page 200)**, but provided no explanations or advice since the Judgment on why the situation had arisen, or of any substantive steps he was taking to resolve or mitigate it. In fact, as noted above no application to Court had been fully prepared on the file, and still less made.

71. Also on 19 July 2021, Rotheras replied to the Respondent. They noted that (in summary):

71.1 they had made it clear that their clients required copies of the proposed applications to Court before considering suspending enforcement action.

71.2 since confirming on 24 May 2021 that they would proceed with enforcement, they had received no further correspondence from the Respondent, with the Court confirming no applications had been received.

71.3 Their clients had instructed them to allow the enforcement officers to continue, in light of the significant delays on the Respondent's part, unless they are willing to pay the Judgment debt. **(Page 203)**

72. Under the pressure of enforcement agents being in her home, emptying drawers and seeking to seize goods, and with the amount being sought increasing each time, Client A stated that she felt that she had no alternative but to pay them £60,273.62 **(Pages 205 and 394)**.

73. On 8 August 2021, Client A raised a complaint to the Respondent about his handling of the case, noting that she and her partner had been led to believe that there was no money owing, felt that it should not just have escalated to a County Court Judgment and enforcement, and that the "*ordeal has caused us unnecessary stress, anxiety, depression and loss of earnings through absenteeism from work…[and has] affected our mental health and wellbeing*" ***(page 205-206)***.

74. The Firm (the COLP) asked the Respondent to provide his detailed response. The Respondent provided this to the COLP on 3 September 2021 **(Pages 207 – 208 and 245)**. The Respondent provided general background on the facts of the underlying dispute, and a summary of the issues, but:

74.1 Did not include, acknowledge or mention:

a) his lack of substantive response at the pre-action stage;
b) the specific reason why Default Judgment had been obtained, i.e. his failure to follow Court Directions and file a DQ; or
c) that he was informed of this reason as soon as Judgment was obtained.

Instead, he stated that:

"The Client was unsure what to do. She didn't want the claim hanging over her head but was reluctant to pay it….By that stage Rotheras had issued proceedings and it was agreed we would take Counsel's Opinion in the course of settling a Defence. In the event…I drafted the Defence based on telephone discussion but he [Counsel] saw and approved the result afterwards. In the course of Directions ***something went wrong*** *because* ***the next that was heard*** *was the client had*

been served direct by Rotheras with a Judgment. I took this up with Rotheras and the Court and ***with difficulty discovered that a letter and Order were not received by us.*** *The Claim had been issued as a Money Claim and I had further correspondence with the Court.****"*** (our emphasis)

74.2 Did not include or mention the repeated requests from Rotheras for evidence of any application to set aside Judgment, or the express statements from Rotheras on 21 and 24 May 2021 that any consideration of suspension of enforcement action was dependent upon him providing explanations and evidence of steps actually taken to set aside the Judgment. Instead, the Respondent stated that:

"Rotheras continued to demand payment under the Judgment despite knowing the situation…The Client was told not to allow the Civil Enforcement Officer (CEO) access. I had difficulty getting a response from the Court which had issued the Writ. Rotheras were unsympathetic but ***agreed to withhold enforcement subject to an Undertaking from the Client that she would not disperse the deposited money which was supplied…The next heard was that…****the Client had been called by the CEO saying he was in the property and proceeding…I spoke to Rotheras who indicated they would take instructions with a view to goods not being removed. I confirmed the call but they failed to respond and claimed they had not agreed anything…The Client was advised not to pay the CEO. However, being a nervous person and because it was [her partner's] house, he could not prove ownership of goods and was angry, she told us she had paid the CEO to get rid of him".* (our emphasis)

75. On 8 September 2021, the Firm provided a reply to Client A's complaint. This was based on the information provided by the Respondent, stating that: *"In the course of Directions something went awry because we heard you had been served direct by Rotheras with a Judgment. Mr Dobson took this up with Rotheras and the Court and with difficulty discovered that a letter and Order were not received by us….Mr Dobson had further correspondence with the Court. Rotheras continued to demand payment dispute knowing the situation….You were told not to allow the CEO access. Mr Dobson had difficulty getting a response from the Court which had issued the Writ. Rotheras were unsympathetic but agreed to withhold enforcement subject to an Undertaking from you that you would not disperse the deposited money which was supplied….[When the CEO was in the property]…Mr Dobson spoke to Rotheras who indicated they would take instructions with a view to goods not being removed. Mr Dobson confirmed the call, but they failed to respond and claimed they had not agreed anything….You were advised not to pay the CEO. However, you told us you had paid the CEO to get rid of him… despite our objective to defeat the claim and to avoid proceedings, proceedings were issued by Rotheras and could not be avoided….".* ***(pages 209 - 214)***

76. The Respondent has accepted that he was provided with a copy of the letter to Client A dated 8 September 2021, albeit for information rather than specifically

asking for comment **(page 233)**. The file note dated 8 September 2021 in the Respondent's name stated that Client A had put in a compliant *"and it was dealt with by our complaints department"* **(page 344)**. Consistent with his internal report to the Firm, and all previous correspondence on the file, the Respondent did not correct the letter when he received it, and was not open with the client, or others, about his actions and omissions on the file.

Breaches of the Principles and Code for Solicitors

Allegation 1.1 – Failing to act in the best interests of Client A

77. The SRA relies on paragraphs 9 to 76 above.

78. Additionally, the SRA relies upon the following facts and matters:

78.1 Despite repeated reminders from Rotheras, and initially agreeing with his client to send a "detailed reply" to them, between 28 February 2020 and 20 October 2020 the Respondent failed to provide any substantive pre-action response to the Claimant's solicitors and/or failed to update or advise Client A on the position adequately[3]. **(paragraphs 9 to 25 above)**.

78.2 Despite being clearly aware of the requirement to file a DQ by 22 December 2020, the Respondent failed to comply with the initial Allocation Directions on time, or at all. This was despite receiving the directions, including the warning of potential for judgment to be entered if there was non-compliance, and repeated reminders and requests for engagement about it from Rotheras. **(paragraphs 26 to 39).**

78.3 Despite stating that he was instructed to apply to set aside Judgment, and from early on knowing that the reason for Judgment being entered had been his failure to comply with directions, at no stage did the Respondent prepare and file any application for the Judgment to be set aside, even though it was clear from the judgment that an application to set aside the judgment could be made if the judgment had been entered wrongly in default. The Respondent therefore failed to take any, or adequate action to set aside the Judgment **(paragraphs 40 to 72)**

78.4 From 22 December 2020 to September 2021, the Respondent failed to be open with Client A about his failure to comply with the Court Directions and the reasons why a default Judgment had been entered.

78.4.1 The Respondent initially did not explain to Client A that he had failed to comply with the Court Directions, or provide advice to Client A about rectifying the position.

[3] Exemplified by the final stages of Rotheras confirming that they were instructed to issue proceedings, but when proceedings are then issued the first correspondence to the Client described the development as happening "somewhat surprisingly".

78.4.2 The Respondent also failed to be open with Client A that judgment had been entered because he had failed to comply with Court directions, and failed to explain or advise Client A on the options available to her in those circumstances. **(paragraphs 9 to 76, and particularly 38 to 76).** The Respondent's failures were clearly not in Client A's best interests.

Paragraph 3.2 of the Code for Solicitors (service provided is competent and delivered in a timely manner)

79. As noted above, at all stages of the case, over a period of around 16 months, the Respondent failed to adequately or properly progress his client's case and/or take steps to properly protect or advance her position. The Respondent failed to: respond substantively to the Claimant's solicitors prior to legal proceedings being issued; comply with court directions; take any, or adequate action to set aside the default judgment, or be open with his client. This led to the amount being claimed against Client A increasing from around £40,000 to £60,273.62, despite the fact that his client had received a broadly positive opinion from Counsel that the defence had good prospects of success.

80. The Respondent accepts that his conduct may have been negligent, which was subsequently accepted by the Firm and its insurers. However, the actions of the Respondent in this matter were not a "slip" or minor errors of judgment. The Respondent's actions were an ongoing catalogue of failures to take various straightforward steps, over an extended period of time, which the Respondent must have known, or ought to have known, should be undertaken. This was especially as Rotheras had sent repeated reminders or chasers to the Respondent.

81. As such, the Respondent failed to provide a competent and timely service to Client A, in breach of paragraph 3.2 of the Code for Solicitors.

Paragraph 7.11 of the Code for Solicitors (being open with clients when things go wrong)

82. From 18 March 2021 onwards, the Respondent was aware that the case had gone very wrong, and Client A was potentially to suffer additional stress and financial loss or harm. He was also aware, or should have been aware, from that date onwards, that the cause of the Default Judgment had been his failure to file a DQ. However, at no stage did the Respondent:

    82.1 Explain fully to Client A what had happened, the likely impact of a default judgment being entered, or the options available to rectify matters.

82.2 Take any substantive steps to put matters right, if possible, such as applying to set aside Judgment.

83. In breach of paragraph 7.11 of the Code for Solicitors, the Respondent failed to be open with his client when things went wrong; failed to put matters right (or attempt to do so) when the client suffered loss; and failed to explain fully and promptly what had happened and the likely impact.

Principle 5 (Integrity)

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

85. A solicitor acting with integrity would:

85.1 acknowledge and respond to pre-action correspondence substantively, where they had indicated they would do so, or if they did not do so they would notify their client and explain the reasons and the correspondence from the potential Claimant. Following on, where legal proceedings had been indicated to follow their non-response, they would not then portray those proceedings as 'somewhat surprising' when they are duly served.

85.2 fully advise their Client on Court directions, and comply with them, or where such directions were not complied with be open with their client about the failure to comply and tell them of the situation.

85.3 where instructed to apply to set aside a Judgment, and indicating they would do so, particularly where Judgment arose from their own failure to comply with Court directions, take substantive steps to actually make such an application (including informing their Firm of the position given the situation, and that Court fees would arise).

85.4 where aware that Judgment had been entered against their client, as a result of their failure to comply with Court directions, be open with the client and acknowledge the position within their correspondence, advising the client appropriately and accordingly.

86. The Respondent's actions were contrary to the above actions of a solicitor acting with integrity. He thereby acted without integrity in breach of Principle 5 of the Principles.

Principle 7 (Best interests of each client)

87. Solicitors are expected to act in the best interests of their clients. It is clearly not in a client's best interests for their legal position to be compromised at various stages of a process by their solicitor failing to take relevant actions, or for their solicitor not to clearly advise them of the position and take responsibility for any failure to properly progress a matter or to comply with Court directions.

88. The Respondent was solely responsible for Client A's matter and highly culpable for the actions and omissions on this matter, which as noted above continued for a long period of time. The Respondent failed to take steps to progress his client's matter. In addition, there was harm caused to Client A, both financially and emotionally, due to the Respondent's failure to comply with directions and failure to take action to set aside the judgment and/or be open with Client A about the position. The Respondent's actions (and inaction) were clearly not in the best interests of his client and he has breached Principle 7 of the Principles.

Principle 2 (Public Trust)

89. Members of the public place their trust and confidence in solicitors to act properly and to competently represent them, and to explain and advise them of the progress of their matters. Such trust and confidence goes to the heart of the standing of the legal profession. As noted above, the Respondent failed to progress or protect his client's case at various stages before, during and after proceedings, or to provide explanations about the issues. These failings were not isolated, but cumulative, with the Respondent solely responsible and highly culpable for the losses, stress, and anxiety that arose.

90. The collective defaults of the Respondent are not matters that can only be considered in hindsight, or arise from a limited 'slip', as the Respondent was aware of the requirements or relevant actions at each stage but failed to take them and/or advise the client fully about the position. As such, the cumulative failures to act in the best interests of Client A were serious, and likely to reduce trust and confidence in the solicitors' profession, in breach of Principle 2 of the Principles.

Manifest Incompetence

91. In addition, it is alleged that the Respondent's conduct in relation to matters within allegation 1.1 was manifestly incompetent.

92. The concept of manifest incompetence was raised in the case of SRA v Iqbal [2012] EWHC 3251 (Admin), which established the following, in the judgment of Sir John Thomas [then President of the Queen's Bench Division]:

"*It seems to me that Trustworthiness also extends to those standards which the public are entitled to expect of a solicitor, including competence. If a solicitor exhibits manifest incompetence, as, in my judgment, the Appellant did, then it is impossible to see how the public can have confidence in a person who has exhibited such incompetence. It is difficult to see how a profession such as the medical profession would countenance retaining as a doctor someone who had showed himself to be incompetent. It seems to me that the same must be true of the solicitors' profession. If in a course of conduct a person manifests incompetence as, in my judgment, the Appellant did, then he is not fit to be a solicitor. The only appropriate remedy is to remove him from the Roll. It must be recalled that being a solicitor is not a right, but a privilege. The public is entitled not only to solicitors who behave with honesty and integrity, but solicitors in whom they can impose trust by reason of competence".*

93. The Court of Appeal in Wingate v SRA [2018] EWCA Civ 366 stated as follows (Paragraphs 105 and 106) in the judgment of Lord Justice Rupert Jackson, in that the combination of:

"Principle 6 is directed to preserving the reputation of, and public confidence in, the legal profession. It is possible to think of many forms of conduct which would undermine public confidence in the legal profession. Manifest incompetence is one example. A solicitor acting carelessly, but with integrity, will breach Principle 6 if his careless conduct goes beyond mere professional negligence and constitutes "manifest incompetence"; see Iqbal and Libby. In applying Principle 6 it is important not to characterise run of the mill professional negligence as manifest incompetence. All professional people are human and from time to time make slips which a court would characterise as negligent. Fortunately no loss results from such slips. But acts of manifest incompetence engaging the Principles of professional conduct are of a different order"

94. The Respondent's conduct was manifestly incompetent, taking into account:

94.1 The cumulative failures in his handling of Client A's matter were not a mere 'slip', but around 16 – 18 months of ongoing failures to undertake various steps that he had been entrusted to undertake, or to be open with his client about any failures during the process.

94.2 Harm arose, and such potential harm would or should have been clear to any solicitor.

94.3 The Respondent's experience meant that he was well aware of, or should have been aware of, the implications of failing to take appropriate action or to advise his client.

94.4 The multiple number of reminders that the Respondent received from Rotheras, at various stages of the matter, should have led to substantive action and advice to the client.

95. Competent conduct in the circumstances would have involved:

95.1 engaging adequately prior to proceedings being issued, and in any event keeping his client informed of developments so that proceedings being issued was not considered 'surprising'.

95.2 complying with key Court directions, as directed, and/or advising a client if failures to comply arose.

95.3 Preparing and filing an application to set aside Default Judgment where instructed to do so, and advising his client openly about her options in relation to the Judgment.

95.4 Ensuring open and accurate advice and updates were provided to the client, before and/or after Judgment was entered.

96. Accordingly, a competent solicitor would not have acted in the cumulative manner the Respondent did, over such a long period of time.

Allegation 1.2 – File notes and correspondence giving a misleading impression

97. The SRA relies on paragraphs 9 to 76 above. Additionally, the SRA relies upon the following facts and matters.

<u>Correspondence to Court dated 19 March and 25 March 2021 (see in particular paragraphs 40 – 48 above)</u>

98. Neither of these letters mention or acknowledge that Judgment had been entered as the Respondent had failed to comply with Court Directions. The letters instead present an incomplete and misleading position for any third party reviewing them, requesting an "urgent explanation" for the Judgment when the Respondent had already been sent the explanation and documentation showing that Judgment had been entered due to his non-compliance with the Court Directions.

Internal file notes

99. The SRA relies upon the following file notes:

99.1 *19 March 2021 (**page 168**): "We received a letter of Judgment against us but we have never received any other letters/paperwork etc saying we needed to file anything other than the defence which we did back in November".*

The true position was that the Respondent had received the directions requiring the filing of the DQ by 22 December 2022. Rotheras had also sent confirmation of the reasons for the Default Judgment and a copy of the Judgment to him on 18 March 2021. The file note gives the impression that he was not aware of the reasons for the Judgment, when he knew (or ought to have known) the reasons.

99.2 *24 March 2021 (**page 170**): "Rotheras emailed us with a list of dates for filing. We never received two of the correspondence from the court so we are applying to the court pointing out that we had filed a defence and asking them to explain how judgment had been entered"* [our underlining emphasis]. This note was misleading and/or erroneous in that:

99.2.1 There had only been two communications sent by the Court prior to Judgment, the Allocation Directions on 21 November 2020 and the 'Unless Order' dated 25 January 2021. The Respondent had clearly received the Allocation Directions setting out the requirement to file a DQ, as he had forwarded them on to Client A with a blank copy of a DQ.

99.2.2 The note gives the impression that an explanation for how judgment had been entered was still required, and that background information was unknown, when correspondence from Rotheras had clearly set out how and why Judgment had been entered, with supporting documentation. There should have been no lack of awareness about the position given the information that the Respondent received. However, the file note made no mention or acknowledgment of this.

99.3 *16 April 2021 **(page 340)**: "Received a letter from the courts only replying to our second email [sic] **saying that we hadn't given them a response to the Directions Questionnaire – which was one of the***

items that we never received. *They never replied to our comment about not receiving the two missing correspondence so we will be applying to have it set aside." (emphasis added)*

This note gives an impression of not having received any notice to file a DQ. As noted above, the Respondent had clearly received the Notice of Proposed Allocation with directions to file the DQ as he sent a blank copy of the form to Client A, and knew (or should have known) that his failure to comply with the directions had led to Judgment being entered.

Correspondence to CESL

100. In particular, on 30 April 2021 the Respondent stated to CESL (page 179): *"The Judgment of 14 March 2021* ***is regarded as irregular*** *and* ***as you will see from the attached copy of our letter of 14 April 2021 to [Rotheras] this is in the course of being dealt with****…Doubtless we will be in touch with you at some stage next week."* This was misleading and omitted highly relevant information, in that:

100.1 It made no mention of the reason Judgment had been entered, which by then been confirmed to the Respondent by both Rotheras and the Court.

100.2 The letter to Rotheras of 14 April 2021 referred to the Respondent's letter to Court, as the primary document showing any attempt to "deal with" the issue; however, the Respondent omitted any reference to the Court's response to him, which he had received on 16 April 2021 and which explained that the Defence was struck out, and Judgment entered, as he had failed to comply with Court Directions and a previous Order.

Correspondence to Rotheras

101. In particular:

101.1 14 May 2021 (page 189): *"…The Court is aware that we did not receive the Order made on 25 January 2021* ***or any other communication before the Judgment of 14 March****…"*

101.1.1 This gave a misleading impression of the background facts and the Respondent's correspondence to the Court(s). Firstly, as the Respondent had simply made enquiries of the Court about the background and

requested a transfer of the Case (pages 167 and 379), without setting out a position himself on the Directions and Orders he had not complied with.

101.1.2 It was also incorrect to again assert that he had not received any other communication before the Judgment, as he had received the Directions to file the DQ and several reminders from Rotheras to do so. As noted above, he knew or should have known that he had received those Directions, as he had sent them and a blank DQ to his client.

101.2 24 May 2021 (Pages 195 and 380 - 383): *"As St Helens District Registry have not responded to our enquiries about the transfer of its file we are submitting there the Application for Stay of Execution and will lodge separately at Northampton the Application to set aside Judgment" (with a "Copy Application" attached dated 20 May 2021).*

101.2.1 This email was in the context of urgent requests for confirmation of any applications to Court to set aside judgment and/or seek a stay of execution. The Respondent had not applied to Court, but there was no specific comment that the attached "Copy Application" was a draft. In addition, the "Copy Application" document made no mention or acknowledgment that Judgment had been entered as the Respondent had not complied with the Court Directions.

<u>Information provided in response to complaint of Client A – Paragraphs 73 to 76 above</u>

102. When Client A complained about the Respondent's representation, after Judgment had been entered and enforced, the Respondent was asked by the Firm to set out an explanation and response to the complaint.

103. Despite the passage of time, and the further opportunity to refer to the file and relevant documents, the Respondent produced a purported explanation that was misleading, in that central but basic issues of relevance were omitted or not openly set out where they would have implicated the Respondent in relation to various issues (see paragraph 74 above).

104. In addition, the Firm relied upon the Respondent's explanation as being an accurate reflection and summary of the issues. When he was provided with a copy of the Firm's response to Client A's complaint, the Respondent did not correct any

omissions with the Firm or Client A. He did not openly tell the Firm or Client A that he had failed to comply with Court Directions or progress matters. The client and the Firm were therefore still presented with an incomplete and misleading impression of events.

Summary

105. The Respondent produced, or caused the production of, file notes and correspondence, over a long period of time, which set out a misleading impression of the position on the case and/or of him not being fully aware of the reasons why Client A's Defence had been struck out, when he knew, or ought to have known, the relevant true position.

Breaches of the Principles and Code for Solicitors

Allegation 1.2 – Producing (or causing the production of) file notes and correspondence which gave a misleading impression.

Paragraph 1.4 of the Code for Solicitors (Do not mislead or attempt to mislead your clients, the court or others)

106. As a solicitor and an officer of the Court, the Respondent is required not to mislead or attempt to mislead the Court, his client, or others, either by his own acts or omissions or allowing or being complicit in the acts or omissions of others. In file notes, correspondence with various parties, and his report on the case for the Firm (as subsequently used for the response to the client), he set out a position on Client A's matter which was misleading. The documentation was misleading because he did not make clear to Client A, the Firm or the Court that he was aware of the reasons why judgment had been entered. Instead, the Respondent presented a position to his Client, the Firm and the Court that did not set out the full, relevant reasons for the Judgment, and gave the impression he was not fully aware of the reasons when this was not true.

107. In failing to be open and transparent, and omitting key details from the various documents (or causing them to be omitted), the Respondent was responsible for inaccurate and misleading documentation being produced, over a period of months.

108. In doing so the Respondent breached paragraph 1.4 by his own acts and omissions.

Paragraph 7.11 of the Code for Solicitors (being open with clients when things go wrong)

109. During his conduct of the case, the Respondent produced (or caused to be produced) documents that presented an incomplete and therefore inaccurate narrative of events. The Respondent did not properly acknowledge the reasons why judgment had been entered on the matter, and that this was because of his failure to comply with Court Directions. This continued when he purportedly summarised the position to the Firm, in response to Client A's complaint.

110. In none of the documents does the Respondent show that he was being open with Client A (or the Firm) about what had gone wrong, or explaining fully or promptly what had happened.

111. At no stage did the Respondent take responsibility for the failures on Client A's matter, or the loss and upset caused to Client A.

112. As a result of the above, in breach of paragraph 7.11 the Respondent's documentation clearly failed to explain fully and promptly what had happened, and in presenting a misleading impression was not open with the client about things that had gone wrong.

Principle 4 (Honesty)

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

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

114. As set out in paragraphs 97 to 105 above, on various occasions the Respondent produced, or caused to be produced, documentation that gave a misleading impression about Client A's matter, or a misleading impression as to

his awareness of the true position. At the time that the Respondent produced his file notes and correspondence, he knew or believed the following matters:

114.1 By 19 March 2021, the Respondent had received the Judgment because he had been sent a copy by Rotheras on 18 March 2021 and his file note recorded receipt of a letter of judgment. The Respondent also recorded that he had never received any other letters/paperwork saying he needed to file anything other than the defence. However, this was not true, as the Respondent had received the Allocation Notice with directions and had sent a draft DQ to his client on 1 December 2020. Therefore, the Respondent must have known, or ought to have known, that his file note was misleading.

114.2. The Respondent's letter to the Court on 19 March 2021 was misleading as it gave the impression that a judgment had been entered when it should not have been as a defence had been filed. The Respondent had been sent the true background and reasoning the day before, and must have known (or ought to have known) at this point that the real reason for judgment being entered was due to his failure to comply with court directions.

114.3 The Respondent's letter to the Court on 25 March 2021 referred to his earlier letter on 19 March 2021 and sought a response. This remained misleading as on 24 March 2021 Rotheras had sent the Respondent a further detailed timeline of why Judgment was entered, complete with relevant documents. By 25 March 2021, the Respondent must have known (or ought to have known) that the real reason for judgment being entered was his failure to comply with court directions.

114.4 The Respondent's file note of 24 March 2021 was also misleading because when he recorded that he would ask the Court to explain how judgment was entered, he already knew (or ought to have known) the reasons why judgment had been entered.

114.5 When the Respondent recorded in his file note on 16 April 2021 that the DQ was one of the items that he never received, he must have known, or ought to have known, that this was untrue because he received the Allocation Notice with directions and had sent a blank DQ to his client on 1 December 2020. Therefore, the Respondent's file note was misleading.

114.6 The Respondent's letter to CESL dated 30 April 2021 was misleading when he stated that the judgment was irregular and he was surprised that [enforcement] was being taken. By this date, the Respondent knew the reasons why judgment had been entered against his client, from correspondence received from both Rotheras and the Court. He also knew that enforcement proceedings could be taken against his client, as this was stated in the Judgment.

114.7 The Respondent told Rotheras on 14 May 2021 that the Court was aware he did not receive the Order made on 25 January 2021 or any other communication before the Judgment of 14 March 2021. This was misleading because it omitted to acknowledge that the Respondent had received the Allocation Directions and had sent them, with a blank DQ, to his client.

114.8 The Respondent wrote to Rotheras on 24 May 2021, stating that St Helens District Registry had not responded to enquiries and he would be submitting there an application for Stay of Execution, attaching a "Copy Application". The "Copy Application" made no mention or acknowledgment of the reason Judgment had been entered. At this stage he knew, or ought to have known, why Judgment had been entered, and that he had not made any application to Court.

114.9 When producing his detailed response on Client A's complaint to the Firm's COLP, on 3 September 2021, and also when provided with a copy of the complaint response dated 8 September 2021, the Respondent must have known, or ought to have known, the proceedings had been issued after he had failed to provide a substantive response at pre-action stage. The Respondent also knew the reasons why judgment had been entered against his client and he knew that he had not taken any substantive action to set aside judgment. A reasonable inference can be drawn that the Respondent chose not to inform his Client or the Firm of the true position due to the real risk of being the subject of further complaint and/or censure by the client or the Firm.

115. In those circumstances, the Respondent was dishonest by the standards of ordinary decent people and has breached Principle 4 of the Principles.

Principle 5 – Integrity

116. Paragraph 84 above is repeated as to the test for lack of integrity.

117. A solicitor acting with integrity would not produce, or cause to be produced, documents which give a misleading impression about a client's matter, or as to their knowledge of the position on their client's matter. This is particularly where they had failed to comply with Court directions, causing harm to their client, and would be expected to approach the position openly and transparently. A solicitor acting with integrity would present an accurate summary of the case for their client or their firm and not consistently omit key information or present inaccurate positions.

118. The Respondent's actions thereby amounted to a failure to act with integrity, in breach of Principle 5 of the Principles, in that he:

118.1 consistently produced, or caused to be produced, documents that presented an inaccurate or incomplete summary of the true position on Client A's matter. The documents gave the impression that the Respondent was not fully aware the position, when this was not true. The Respondent was aware of the position, or should have been aware, and omitted to include central and key information from the documents.

118.2 Never openly and transparently advised Client A on the position and her options in relation to the matter, producing multiple documents that omitted relevant information and, when specifically asked to comment on her complaint, presenting a review of the case to his firm that omitted central information and placed no blame with him. The Respondent allowed a response based on his case review to go to Client A and not be corrected, again failing to properly acknowledge his role in Judgment being entered against the client and leaving central information that he was aware of omitted from the response.

Principle 2 (Public Trust) and Principle 7 (Best interests of client)

119. The conduct alleged, and set out above, also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in him and in the provision of legal services.

120. Solicitors are trusted by clients and others to produce and present documentation that is accurate and does not provide a misleading impression of the position on the client's matter, or give the impression that the solicitor is not fully aware of the true position (or of reasons for Judgment being entered against their client), when that is not true. This is particularly the case where the most central issue is that the solicitor has failed to comply with Court directions, leading to obvious adverse consequences for their client, as solicitors are trusted to be

open about such matters when they go wrong, in line with their professional code of conduct.

121. As noted in the paragraphs above (for allegation 1.2), the Respondent's conduct continued over a long period of time and was not an isolated incident. The Respondent has breached Principle 2 of the Principles.

122. It is also not in the best interests of clients for a solicitor to produce documentation in the manner the Respondent did, as referred to in this allegation. Accordingly, the Respondent breached Principle 7 of the Principles.

Recklessness

123. Allegation 1.2 is advanced, in the alternative to dishonesty (Principle 4), on the basis that the Respondent's conduct was reckless. The Applicant relies upon the test for recklessness which was set out in the case of Brett v SRA [2014] EWHC 1974. At paragraph 78 in that case, Wilkie J said that for the purposes of the Brett appeal, he adopted the working definition of recklessness from the case of R v G [2004] 1 AC 1034. He said that the word recklessly is satisfied: with respect to (i) a circumstance when {the solicitor} is aware of a risk that it exists or will exist and (ii) a result when {the solicitor} is aware that a risk will occur and it is, in circumstances known to them, unreasonable for them to take the risk.

124. The facts and matters set out in paragraphs 97 to 105 are relied upon and demonstrate, in the alternative, that the Respondent was reckless.

125. The Respondent produced, or caused to be produced, file notes and correspondence which were misleading when he knew the true position on the matter. However, in the alternative the Respondent was reckless because:

125.1 He was aware of the default judgment and of the harm and/or potential harm to his client arising from it. He had been sent explanations confirming the true position on the file, and he must have been aware that there was a risk that inaccurate and misleading information would be provided to his client, the Firm or others if he was not accurate, open and frank about events on the file leading up to enforcement of the Judgment.

125.2 The Respondent was responsible for Client A's matter and he ought to have checked that the information he was providing to his client, the Firm and others was accurate. It was unreasonable for him to take the risk of not checking that the information was correct.

125.3 As noted above, with the issues recurring from Judgment until preparing a response to a complaint (when the Respondent had time to review the full file again), the Respondent would (or should) have been aware of the true position. He did not correct matters with the Firm or his Client, even when responding to Client A's complaint or after he saw a copy of the finalised complaint response, when there was a clear risk that Client A (and others) had been provided with inaccurate and misleading information. It would have been straightforward for the Respondent to note and set out an accurate position. In the alternative to dishonesty, it was unreasonable and reckless for the Respondent to take the risk of not accurately stating or correcting the position on the file for Client A.

The SRA's investigation

126. The SRA has taken the following steps to investigate the allegations which it makes against the Respondent.

127. On 8 September 2024 a Notice raising allegations ("the Notice") was sent to the Respondent, via his representative **(Pages 8 – 43[4])**.

128. On 10 December 2024, the Respondent provided representations against the allegations set out in the Notice. All allegations in the Notice were denied. The representations should be considered in full, but are very briefly summarised as:

128.1 [In the context of a specific allegation regarding the first letter to Court dated 19 March 2020]: that to forget or overlook a fact was more likely to be an error, and lack the required intention for professional misconduct.

128.2 The dates within the Notice regarding the internal report provided by the Respondent, for Client A's complaint, were confused / incorrect, and the final response of the Firm contained other discrepancies and errors. The Respondent was not asked to review and correct the letter of response sent by the Firm before the letter was sent.

128.3 It is "inconceivable and inherently improbable that [the Respondent] would knowingly seek to mislead the Court, his Firm and/or his client" (Respondent's emphasis retained).

128.4 The Respondent expressed remorse, apology and regret for any "misunderstanding that may have occurred" but that would not amount to misconduct, as alleged, or at all, with the Respondent's state of mind and knowledge as to the facts meant that he did not act without integrity or dishonestly, or fail to maintain public trust, and as he did

[4] The version Exhibited is as later amended on 10 January 2025, with corrections and clarifications acknowledged in the Supplemental Notice dated 10 January 2025

not identify any risks at the time he did not take any unreasonable risks or act recklessly.

129. On 5 March 2025, an Authorised Officer of the SRA decided to refer the conduct of the Respondent to the Tribunal **(Pages 398 - 404)**.

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

.....

Jonathan Leigh
Dated this 11th day of June 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 LIMITED

Applicant

and

RICHARD ALEXANDER DOBSON

Respondent

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

Relevant Rules and Regulations

Allegations 1.1 and 1.2

SRA Principles

Principle 2	You act in a way that upholds public trust and confidence in the solicitors' profession
Principle 4	You act with honesty
Principle 5	You act with integrity
Principle 7	You act in the best interests of each client

SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs

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

	allowing or being complicit in the acts or omissions of others (including your client).
Paragraph 3.2	You ensure that the service you provide to clients is competent and delivered in a timely manner.
Paragraph 7.11	You are honest and open with clients if things go wrong, and if a client suffers loss or harm as a result you put matters right (if possible) and explain fully and promptly what has happened and the likely impact. If requested to do so by the SRA you investigate whether anyone may have a claim against you, provide the SRA with a report on the outcome of your investigation, and notify relevant persons that they may have such a claim, accordingly.