

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 11689-2017

**BETWEEN:**

SOLICITORS REGULATION AUTHORITY

Applicant

and

TANIA RUBY BAINS

Respondent

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Before:

Mr A. N. Spooner (in the chair)

Mr T. Smith

Dr P. Iyer

Date of Hearing: 18 January 2018 and 2 May 2018

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**Appearances**

Gareth Thomas, Counsel of Capsticks Solicitors LLP, 1 St George's Road, Wimbledon, SW19 4DR for the Applicant.

The Respondent appeared and was represented by George Thomas, Counsel of Serjeants' Inn, 85 Fleet Street, London, EC4Y 1AE instructed by Steve Roberts, Richard Nelson LLP, Priory Court, 1 Derby Court, Nottingham, NG9 2TA.

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**JUDGMENT**

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## **Allegations**

1. The amended allegations against the Respondent were that:
  - 1.1 On a date unknown, in 2011, the Respondent submitted an application to Weightmans LLP for a training contract which she knew or ought to have known contained false and/or misleading information; and in doing so she breached Rules 1.02 and 1.06 of the Solicitors' Code of Conduct 2007. It was alleged the Respondent had acted dishonestly.
  - 1.2 On 28 April 2015 Respondent submitted a Curriculum Vitae to MPL, a legal recruitment agency, which she knew or ought to have known contained false and/or misleading information in the knowledge that it would be forwarded on to DLA Piper LLP; and in doing so she breached Principles 2 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.

## **Documents**

2. The Tribunal reviewed all the documents submitted by the Applicant and the Respondent which included:

### **Applicant:**

- Application dated 19 July 2017 together with attached Rule 5 Statement and all exhibits
- Trial Bundle
- Email dated 17 January 2018 from the Applicant to Richard Nelson LLP
- Applicant's Statements of Costs dated 11 January 2018 and 27 April 2018

### **Respondent:**

- Closing Submissions on behalf of the Respondent dated 1 May 2018
- The Respondent's Personal Financial Statement dated 11 December 2017

## **Preliminary Issues**

### The Applicant's Application to Amend Allegation 1.1

3. Mr Thomas, on behalf of the Applicant, made an application to amend Allegation 1.1. He submitted that this was to correct a technical error. Allegation 1.1 had been pleaded as a breach of Principles 2 and 6 of the SRA Principles 2011. The Tribunal was referred to the email from the Applicant to the Respondent's representatives dated 17 January 2018 informing them of the Applicant's intention to make this application.
4. Mr Thomas explained that a witness statement had been obtained from Mr H at Weightmans LLP in which Mr H confirmed that although the HR team could not confirm the date of the Respondent's application for a training contract with Weightmans LLP, she had participated in a vacation scheme in June/July 2011 and a subsequent assessment on 23 August 2011. On this basis, although Allegation 1.1

referred to “a date unknown”, it was apparent that the date predated 6 October 2011 and therefore the Solicitors’ Code of Conduct 2007 would apply rather than the SRA Principles 2011. Mr Thomas made an application to amend the reference to breaches of Principles 2 and 6 of the SRA Principles 2011 to breaches of Rules 1.02 and 1.06 of the Solicitors’ Code of Conduct 2007. Rules 1.02 and 1.06 mirrored Principles 2 and 6 and therefore no prejudice would be caused to the Respondent if the amendment was allowed.

5. Mr Thomas, on behalf of the Respondent, confirmed there was no objection to the application.

#### The Tribunal’s Decision on the Application to Amend Allegation 1.1

6. The Tribunal considered carefully the submissions of the parties and the documents to which it had been referred. The application was not opposed and the amendment would remedy a technical breach ensuring the correct rules were pleaded. The amendment did not change the case in any way. Rules 1.02 and 1.06 of the Solicitors’ Code of Conduct 2007 were almost identical to Principles 2 and 6 of the SRA Principles 2011. The Tribunal was satisfied there would be no prejudice to the Respondent and it was in the public interest for the amendment to be allowed as this would ensure clarity in the way the case was put. The Tribunal granted the application to amend Allegation 1.1 as sought.

#### The Applicant’s Application to Adduce Additional Documents

7. Mr Thomas, for the Applicant, made an application to adduce additional documents. He stated the only witness the Applicant intended to call was Mr Gary Jones, who had been granted permission to give evidence by video link. Mr Thomas stated that a week earlier Mr Jones had contacted the Applicant and provided some further email correspondence between the Respondent and M at Legalink. M was the Chief Administrative Officer of Legalink and had provided these emails to Mr Jones.
8. Mr Thomas confirmed the email correspondence had been sent to the Respondent’s solicitors the previous week. He made an application for the email correspondence to be exhibited to Mr Jones’ witness statement. Mr Thomas accepted these referred to information given to Mr Jones by M, as M had informed him this was the only email communication with the Respondent that she had had. Mr Thomas submitted the emails were contemporaneous records from March 2015 but accepted that in the absence of a witness statement from M, the evidence was hearsay. He confirmed his intention to ask Mr Jones questions about the emails.
9. Mr Thomas, for the Respondent, confirmed that the Respondent did not object to the Tribunal having sight of the email chain from 2015 between the Respondent and M but reminded the Tribunal that the Respondent had only seen these emails some years after they had been written as she did not have any access to the email system at Weightmans LLP. However, Mr Thomas stated that the Respondent objected very strongly to any questions being asked of Mr Jones about these emails. Mr Thomas submitted it was not known whether other emails had been deleted, whether they were on the server or whether M had only been communicating by email, as the Respondent’s position was that they had also spoken. Mr Thomas submitted that the

email chain was evidence that the Respondent had done some work at Legalink but it should not be used for any other purpose.

#### The Tribunal's Decision on the Application to Adduce Additional Documents

10. The Tribunal considered carefully the submissions of both parties and the witness statement of Mr Jones. The email chain referred to had been produced extremely late and was some 3 years old. The Tribunal's Standard Directions required the Applicant to serve any documents not included in the Rule 5 Statement by 12 September 2017. Producing the emails in January 2018, a week before the final hearing, did not comply with the Standard Directions and was not satisfactory. There was no reason given to explain why these documents had not been produced any earlier or why a supplementary witness statement from Mr Jones, referring to these additional documents, had not been obtained and served.
11. The Tribunal also noted that the Standard Directions required Civil Evidence Act Notices to be served by 18 December 2017. The Applicant had served three Civil Evidence Act Notices. One on 18 December 2017, then another Notice on 7 January 2018 and finally an Amended Civil Evidence Act Notice on 9 January 2018. None of these referred to the email correspondence from March 2015.
12. Taking all matters into account the Tribunal concluded that it would not allow the additional documents to be adduced as this would not be fair to the Respondent. It was not appropriate for Mr Jones to give evidence about these additional documents both in the absence of an acceptable explanation for their late production and particularly as he had not provided any witness statement in advance of the hearing about them. The Applicant's application was refused.

#### **Factual Background**

13. The Respondent, born in 1986, was admitted to the Roll of Solicitors on 15 September 2015.
14. On 2 September 2013, the Respondent commenced a training contract with Weightmans LLP ("Weightmans") which was completed on 1 September 2015. In order to secure that training contract, the Respondent submitted an online application form to Weightmans in 2011 for both a summer vacation placement and a training contract.
15. On 28 September 2015, the Respondent commenced employment with DLA Piper LLP ("DLA Piper") as an Associate Solicitor in the Finance and Projects Team.
16. Following the Respondent's departure from Weightmans to start work at DLA Piper, Weightmans found information on its IT system which caused concern. This included copies of a Curriculum Vitae ("CV") that the Respondent had submitted to a legal recruitment agency, MPL, in the knowledge that the CV would be sent to DLA Piper as well as other law firms from which she was seeking employment as a solicitor.

17. Weightmans carried out an internal investigation which included an exchange of emails with the Respondent after she had left. On 8 January 2016, Weightmans reported its concerns to the Solicitors Regulation Authority (“SRA”) about alleged false or misleading information being included on the Respondent’s CV in order to obtain employment as a solicitor at DLA Piper.
18. On 29 February 2016, DLA Piper also reported concerns to the SRA, having suspended the Respondent on becoming aware of the concerns raised by Weightmans. Internal disciplinary proceedings took place at DLA Piper. The Respondent resigned before those proceedings were concluded.

#### Allegation 1.1

19. On 2 September 2013, the Respondent commenced a training contract at Weightmans. In order to secure that position, the Respondent completed an online application form for both a summer vacation placement and a training contract. She participated in the vacation scheme in summer 2011.
20. The Respondent’s online application confirmed she had completed her Law degree at the University of Wales and set out the individual subjects studied as part of the degree together with the results obtained in respect of each subject. However, documents from the University of Wales conflicted with the information provided by the Respondent in her application.
21. Some of the subjects referred to in the Respondent’s application were not identified by the University of Wales as subjects she had studied. Also, in respect of all but one of the subjects that were confirmed by the University of Wales as having been studied by the Respondent, the grades entered on the Respondent’s application were higher than the grades actually awarded. The one exception identified related to Criminology, where the grade awarded matched the grade given on the Respondent’s application form.
22. A comparison between the information referred to in the Respondent’s application form and the information confirmed by the University of Wales was as follows:

Subjects referred to in the Respondent’s Application	Grades referred to in the Respondent’s Application	Subjects and Grades confirmed by the University of Wales
Analysing Law	66	Not confirmed as studied
Civil Justice System	65	Not confirmed as studied
Constitutional & Administrative Law	64	Constitutional Law – 48 Administrative Law – 53
Contract Law	70	37
Criminal Justice System	76	Not confirmed as studied

Subjects referred to in the Respondent's Application	Grades referred to in the Respondent's Application	Subjects and Grades confirmed by the University of Wales
Learning Legal Skills	80	Not confirmed as studied
The Law of Tort	68	65
Competition Law	67	Not confirmed as studied
European Law	64	European Law 1 – 44 European Law 2 - 63
International Law	63	51
Land Law	60	40
Medicine Law and Ethics	64	63
Criminology	63	63
Company Law	62	Not confirmed as studied
Law Of Equity and Trusts	65	56

23. In addition to the above, the University of Wales confirmed the Respondent had studied other subjects which she had not referred to within her application for a training contract. Those subjects were as follows:

- Origins - Common Law: 57
- Crime and Punishment: 60
- Family and Child Law: 63
- Legal System: 56
- Legal Process: 55
- Criminal Law: 49
- Psychology and Crime: 63
- Human Rights: 50

24. The Respondent's application confirmed that she had completed her Legal Practice Course at the College of Law, Birmingham. However, the grades referred to in her application were inflated and were not the grades confirmed by the University of Law. Furthermore the subjects of Commercial Dispute Resolution and Employment Law were capped at 50 marks due to the exams being attempted a second time as a re-sit. The comparison was follows:

<b>Subjects Referred to in the Respondent's Application</b>	<b>Grades referred to in the Respondent's Application</b>	<b>Grades confirmed by the University of Law</b>
Business Company Law	70	50
Property Law and Practice	65	50
Civil Litigation	56	52 (Litigation overall)
Criminal Litigation	74	52 (Litigation overall)
Interviewing	Competent	Pass (C)
Advocacy	Competent	Pass (C)
Legal Writing	Competent	Pass (C)
Legal Research	Competent	Pass (C)
Employment Law	65	50
Commercial Law	74	59
Commercial and Dispute Resolution	71	50

25. The SRA wrote to the Respondent for an explanation on 9 January 2017. Legal representatives replied on the Respondent's behalf in a letter dated 31 January 2017 in which they confirmed that the Respondent accepted the information contained within her application submitted to Weightmans for a training contract was incorrect. However the Respondent maintained that she did not enter the incorrect information deliberately in an attempt to mislead Weightmans. Her explanation was as follows:

"...She recalls that she made the application for a training contract with Weightmans in 2011 whilst working for [IM] as a paralegal. She had been made aware by a colleague that Weightmans were advertising for a training contract position (including a vacation placement) and when she made further enquiries, she discovered that the date for submission of the application was that day. Miss Bains completed the application detailing all of her experience and degree and postgraduate results. As she was in work, she did not have access to her academic records, and made efforts to complete the relevant marks for the modules studied from memory. She correctly gave her overall mark in respect to both her degree and LPC and detailed the marks within her application believing them to be accurate.

On being offered a role with Weightmans, she provided copies of her academic certificates to Weightmans which accurately recorded the position. At no time did Weightmans query what appeared to have been differences between the application in 2011 and the academic certificates which had been provided by her.

On the basis that Miss Bains has explained that the factual inaccuracies detailed within her application to Weightmans were as the result of an honest mistake, she denies breaching Principles 2 and 6 of the SRA Principles 2011.”

Allegation 1.2

26. On 28 April 2015 at 19:19 the Respondent sent an email attaching a copy of her CV to Ms L at MPL, a recruitment agency. In that email, the Respondent stated:
- “Apologies for the delay, I had hoped to get this to you earlier today but meetings meant I was called away. I have managed to get it done though and attach my CV for your reference.
- I don’t know if you want to give it a once over before sending it out, I have proof read but two eyes are normally better than one. I included a little bit about Weightmans north as although it’s a notable firm, I am not sure much is known about its banking work.
- I understand once you have checked and approved you will be sending this out to DLA I believe? It would be great to be kept in the loop as to where this is going. I think your colleague is sending one to out [sic] to [E], and the only difference in the CV with that is my address....”
27. Ms L confirmed in an email to the Applicant dated 13 July 2017 that she had had telephone discussions with the Respondent prior to the email she received from the Respondent on 28 April 2015 and that she had received the Respondent’s permission to send her CV to DLA Piper. Ms L also confirmed that the process at MPL was to format all CVs prior to sending them out to remove all contact details. She stated other than this, no amendments were made to candidates’ CVs apart from correcting spelling and grammar.
28. In the CV sent by the Respondent to Ms L on 28 April 2015, there was information which was not accurate concerning the Respondent’s academic qualifications and her work experience. Parts of the CV had been cut and pasted from CVs of two other solicitors and parts had been taken from the Weightmans’ website.
29. In relation to the Respondent’s qualifications, her CV stated she had achieved one A\* grade, five A grades and four B grades at GCSE level. However the Respondent’s actual GCSE results showed she actually achieved one A\* grade, two A grades, five B grades and two C grades.
30. The Respondent’s CV also suggested she had studied Competition Law and Policy as well as Company Law as electives on her Law degree at the University of Wales. Her CV stated she had achieved “First Class results in Company Law, Competition Law and Policy and the Criminal Justice System.” However, the University of Wales confirmed these subjects were not studied by the Respondent.



31. The Respondent's CV stated she had passed her Legal Practice Course with a commendation. However, The University of Law confirmed she had received a pass with an average mark of 52 rather than a commendation.
32. The Respondent's CV also referred to her receiving distinctions in Civil Litigation, Commercial Litigation and Advanced Commercial Litigation/Dispute Resolution in the electives studied on the Legal Practice Course. However, the University of Law confirmed the Respondent did not receive a distinction in any of the subjects she had studied there as part of the Legal Practice Course. Furthermore, the University of Law confirmed the Respondent initially failed Commercial Litigation/Dispute Resolution and had to re-sit these exams. The re-sit results were capped with a pass mark of 50 so the Respondent could not have been awarded a higher mark than this.
33. In relation to the Respondent's work experience, the Respondent claimed on her CV to have undertaken work experience whilst working at Weightmans which was not accurate. Mr Gary Jones and Ms G were partners in Weightmans' corporate commercial team. Ms G was the Respondent's supervisor and her CV was available to the Respondent internally.
34. Both Mr Jones and Ms G were provided with a copy of the Respondent's CV which she had sent to MPL on 28 April 2015 and asked for their observations. Ms G stated:
  - The Respondent had not undertaken any work for lenders in connection with joint public and private funding from European funders as claimed on her CV;
  - The Respondent had copied five bullet point items directly from Ms G's CV giving details of work she claimed to have carried out and they appeared in the same order as on Ms G's CV. Those points were all incorrect as all the work had been undertaken by Ms G not the Respondent, and one piece of the work had been undertaken by Ms G before the Respondent had joined Weightmans;
  - There were several assertions of work the Respondent claimed to have done which Ms G stated had not been done by the Respondent, and nor was the Respondent a point of contact as claimed on her CV;
  - Some of the wording used in the Respondent's CV was taken from Weightmans' website;
  - The Respondent claimed to have "Organised the AGM of the international legal network, Legalink event, held in Rio de Janeiro, to great success." Ms G stated the Legalink event held in Rio was in 2011 and the Respondent had not organised any Legalink AGM.
35. Both Ms G and Mr Jones highlighted areas of the Respondent's CV which appeared to have been cut and pasted from the CV of an associate solicitor, Ms P of another firm of solicitors, E. Ms P's CV was retrieved from Weightmans' system along with several other emails sent and received by the Respondent whilst she was employed at Weightmans. Ms G and Mr Jones concluded that whilst some embellishment within a CV was to be expected, the extent of the embellishment within the Respondent's CV was not honest. This led to the decision to report the matter to the SRA.

36. In an email dated 27 April 2015, the Respondent, who was friends with Ms P, requested a copy of Ms P's CV for use as a template. On the same day, Ms P provided a copy of her CV. As part of Weightmans' investigation, a marked up version of Ms P's CV showing the changes made by the Respondent and the information left in the Respondent CV's was obtained. Examples of information contained in Ms P's CV which also featured in the Respondent's CV were as follows:
- Personal profile – “An ambitious and motivated solicitor with solid academics, professional background and client relationships, who is looking to build on current experience to become a successful and dynamic banking solicitor.”
  - Legal Work experience – “Amending and updating facility agreements, drafting security documents and ancillary documentation, undertaking the CP process ..... Dealing with consent letters, condition subsequent and day to day queries from lender and/or borrower clients ..... Assisted with preparation of legal opinions and acted as a point of contact for the client and international counsel in relation to the issuing of legal opinions ..... Drafting and reviewed company authorisations (board minutes/shareholder resolutions and director's certificates) while acting on transactions for the borrower and the lender ..... Prepared completion checklists, liaised with the client and third parties in order to finalise documents for completion.”
  - The Respondent had cut and pasted an entire passage from Ms P's CV in relation to details of work the Respondent had undertaken during a work experience seat within the Commercial Insurance Department between March 2014 and September 2014.
  - The Respondent had cut and pasted another passage from Ms P's CV in relation to details of a three month period spent at company P between May 2009 and May 2010. This had not been disclosed as part of the Respondent's initial application to Weightmans.
  - Qualifications - the Respondent had lifted details of the electives studied by Ms P as part of the Legal Practice Course to include reference to receiving a commendation overall. The Respondent had also lifted details of the electives studied by Ms P as part of her law degree.
  - Interests and Activities – “Yoga, meditation (I have attended a ‘mindfulness at work’ bootcamp) ..... Classic novels, current affairs and the theatre.”
37. In an email from the Respondent to Weightmans dated 25 November 2015, the Respondent stated that a CV would always involve some discussion to clarify matters that were briefly listed and she referred to her possible ignorance at the time of drafting in describing matters incorrectly. She accepted her CV contained elements of copying from precedents but believed it was reasonable to utilise precedent descriptions as her experience was in its infancy and she had been trying to describe matters that she believed she had assisted on. The Respondent stated she expected anyone reading her CV to understand her involvement was in an assisting capacity as she had been a trainee solicitor at the time. She also sought advice from Weightmans as to how best to address the errors.

38. In a further email dated 16 December 2015, the Respondent attached details of alleged racial abuse and bullying that she stated she had encountered whilst employed at Weightmans.
39. In addition to the emails between the Respondent and Ms P, other emails were uncovered by Weightmans referring to the CV drafted by the Respondent.
40. On 5 May 2015 at 14:52 the Respondent sent an email to Ms P which stated:
- “Thanks for that, that actually helps a lot. I think the main thing is I have put everything ive [sic] ever touched on my CV and it reads as if im [sic] a banking Guru, when actually it doesn’t, it just mentions the deals ive [sic] worked on. I mean Ive [sic] done the requisite drafting, even ran CP calls to update and feedback through deals. But Im [sic] really only focusing on finance in this final seat now im [sic] working with the banking lady so need to brush up on finance. I can talk about it just need to talk confidently.”
41. On 1 May 2015 at 10:55, the Respondent sent an email to a colleague at Weightmans, Ms S, in which she stated:
- “..... Problem is, my CV sounds amazing, I put in all the deals [Ms G] has been working on and all these technical things, but to be honest its exactly like you, I could blag a bit but am going to have to really work hard to figure out some answers to show I actually know the stuff! .....”
42. On 29 April 2015, the Respondent sent two emails to another colleague at Weightmans, Mr M which stated:
- “Yea, same here. I was busy yesterday as had to do that now irrelevant 10 page report, ro’s disclosure letter, and I really needed to finish the old cv so was here until 7:30pm, all done though, which reminds me I can send it over for reference should you wish ... if not for info but for the hilarity of embellishment.... ..” and
- “Yep, fire it over - If it’s anything like yesterday’s email it should be entertaining (if it was in a bookshop would it be classed as ‘fiction’ or ‘non-fiction’?), I was going to offer to send you mine for reference but I doubted you’d need my mundane input.”
43. In a response submitted on behalf of the Respondent to the SRA dated 31 January 2017, the Respondent through her legal representatives accepted she had submitted an application for employment with DLA Piper in 2015 through a recruitment agency. She referred to being under pressure of time and accepted the CV submitted contained a number of inaccuracies. She accepted the academic qualifications detailed within the CV were inaccurate as a result of failing to amend a number of areas when over typing her friend’s CV which she had used as a precedent.
44. In respect of the work experience referred to on the CV, the Respondent stated she had relied on a document prepared by Ms G and that she had cut and pasted details of cases she believed she had assisted on. She stated she believed it was obvious to any

firm looking at her CV that her role was only to assist on those cases. The Respondent maintained that any inaccuracies were as a result of her overall misunderstanding of the deals conducted by the banking team.

45. In relation to Ms P's CV, whilst the Respondent acknowledged that the wording of certain aspects of the two CV's was the same, she stated that she had taken the view that she had also undertaken the same training whilst working in the Commercial Insurance seat. In terms of her other work experience, the Respondent maintained that errors had occurred due to her haste in submitting the CV and not proof reading it properly.

### Witnesses

46. The following witnesses gave evidence:

- Gary Jones
- Tania Bains (the Respondent)

### Findings of Fact and Law

47. The Tribunal had carefully considered all the documents provided, the evidence given and the submissions of both parties. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
48. **Allegation 1.1: On a date unknown, in 2011, the Respondent submitted an application to Weightmans LLP for a training contract which she knew or ought to have known contained false and/or misleading information; and in doing so she breached Rules 1.02 and 1.06 of the Solicitors' Code of Conduct 2007. It was alleged the Respondent had acted dishonestly.**
- 48.1 Mr Thomas, for the Applicant, submitted that the Respondent had been a paralegal at the time that she submitted the application to Weightmans, and that the Solicitors Code of Conduct applied to her notwithstanding the fact that she was not a trainee solicitor or qualified solicitor at the time. He referred the Tribunal to the case of Re a Solicitor (Ofosuhene) [1997] C.L.Y 3375 in which it was held that the Tribunal had jurisdiction over anyone who was a solicitor at the time of the application, whether the complaint referred to their behaviour prior to admission or not. Mr Thomas, for the Respondent, confirmed this point was not in dispute.
- 48.2 Mr Thomas, for the Applicant, submitted the discrepancies in the Respondent's application were vast and in all cases were favourable to her. He submitted that the Respondent's explanation that she had relied on her memory as best she could was not credible bearing this in mind. She had undertaken her Legal Practice Course in 2008, only three years before submitting her application to Weightmans and whilst it was accepted that the Respondent's memory may not have been accurate, it would have been expected that some grades would have been expressed as too high and some grades expressed as too low. Furthermore, Mr Thomas submitted that the Respondent

had not stated at any point on her application, or to Weightmans after submitting it, that her application had been completed to the best of her memory and that the information given would be confirmed shortly thereafter.

- 48.3 Mr Thomas submitted the Respondent had not been candid when completing the application form and further submitted that making dishonest statements could not subsequently be corrected by providing documentation indicating otherwise. He referred the Tribunal to the case of Ivey v Genting Casinos (UK) Ltd [2017] 3 WLR 1212 which contained the test to be applied by the Tribunal when considering whether the Respondent had acted dishonestly. Firstly, the Tribunal must ascertain the Respondent's knowledge and belief as to the facts at the time. Having done so the Tribunal must then consider whether the Respondent's conduct would be regarded as dishonest by the standards of ordinary decent people.
- 48.4 The Tribunal heard from the Respondent who gave evidence. It was the Respondent's case that she became aware through a friend that Weightmans were advertising for a training contract position and the date for submission of the application was that day. The Respondent stated that she had completed the application at her desk. She stated that her records were at home and as it was mid-afternoon there was nobody at her home to check the records for her. She could recall her overall degree mark and entered this but as nobody was able to check her individual grades, she had guessed her remaining modules and the marks she had achieved. The Respondent stated that at the time she filled in the grades in good faith to the best of her knowledge and had made an effort to remember them correctly.
- 48.5 The Respondent stated that she had completed the application in a rush and had not in fact realised that she had applied for a vacation placement rather than a training contract. However, she had decided to take part in the placement as she felt experience was vital.
- 48.6 The Respondent stated that, having successfully completed the two week vacation placement, she had been invited to attend an "Assessment Day" for a training contract, where she had "handed in" her original degree and academic certificates to Weightmans. These recorded the marks awarded in respect of each module studied during her degree and the Legal Practice Course. The Respondent stated this was not queried by Weightmans.
- 48.7 The Respondent stated she took responsibility for her behaviour but maintained she had never knowingly intentionally acted dishonestly. She accepted she should have emailed Weightmans and informed them that she did not have her certificates with her when she completed the online application form, that she had completed it to the best of her knowledge and that she would send her certificates in subsequently.
- 48.8 On cross-examination, the Respondent accepted Weightmans would have relied on the online application forms and selected candidates without checking information provided on those forms immediately. She accepted it was very important to ensure the forms were correct and to give attention to detail. She also accepted that she should not have sent in the application form as she did and that the onus was on her to ensure its accuracy.

- 48.9 The Respondent was asked how she had come up with the grades and subjects given in the online application form, particularly as she had not studied some of the subjects entered. The Respondent stated that she knew she had achieved a grade 2:1 on her degree and had passed her Legal Practice Course. She stated she was estimating her grades without her certificates in front of her and at the time she thought they were accurate.
- 48.10 In relation to the subjects which she had not studied, the Respondent stated that she knew the subjects studied in the first year included some administrative subjects on which she had received high marks. She remembered there were some introductory modules which she thought included Learning Legal Skills. She denied she had made up the grades and subjects as she went along and stated that if she had done that, she would have made her results on the Legal Practice Course look far more impressive.
- 48.11 The Respondent was asked about the grades she had given in relation to Employment Law and Commercial and Dispute Resolution where the grades had been capped at 50 marks due to her re-sitting the exam but she had given higher grades. The Respondent stated that although the modules on re-sits were capped at 50 marks even if the actual grades were higher, she had given her grade on her performance as it had been throughout the year. She accepted that in hindsight she should have stated 50 marks. However, the Respondent also stated that she had given her certificates to Weightmans so they were aware of her marks.
- 48.12 The Respondent stated that the online application form had contained drop down menus for the grades which limited the amount of information that could be entered. She stated that if she could have entered "to be confirmed" she would have done but this was not an option as only a number could be given.
- 48.13 The Respondent was asked by the Tribunal why she had entered a grade of 70 for Contract Law when she had actually attained a grade of 37. She was asked why she thought she had achieved a grade of 70. The Respondent stated Contract Law was a first-year module. She stated she knew she had got some good grades during that year and thought that was her grade.
- 48.14 The Respondent was also asked by the Tribunal why she thought she had studied Analysing Law, Civil Justice System, Criminal Justice System and Competition Law when she had not studied any of these subjects. The Respondent stated that Company Law "must have been a crossover". She said there had been an element of her being "flippant" and recalling her subjects incorrectly due to "confusion in my memory".
- 48.15 Mr Thomas, for the Respondent, submitted that the whole point of a training contract was to take a person who was not competent and make them competent. He submitted that it was difficult to see how public confidence in the profession could be undermined by pre-admission conduct as the Respondent was not undertaking or purporting to undertake legal services. Accordingly, he submitted the Respondent could not be found to have breached Rule 1.06 as alleged, because she was not even subject to a training contract at the material time.

48.16 Mr Thomas referred the Tribunal to the case of Wingate & Evans v SRA and SRA v Malins [2018] EWCA Civ 366 on the meaning of integrity. In that case, Lord Justice Jackson stated:

“97. In professional codes of conduct, the term ‘integrity’ is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members. ....

.....  
100. Integrity connotes adherence to the ethical standards of one’s own profession.”

48.17 Mr Thomas submitted that the longer the period of time between the alleged conduct and the admission to the Roll, the less connection there would be between a person’s conduct and the professional standards to which they were required to adhere. Mr Thomas submitted it would not be fair to judge a person who was not at the time a solicitor, by the higher standards of integrity than those which might be expected from someone who was a member of the profession. He accepted that it was legitimate to expect a person who aspired to be a solicitor to also aspire to reach these higher standards of integrity before joining the profession, but submitted an absolute standard could not be imposed on someone who made mistakes or lacked judgement prior to joining the profession.

48.18 Mr Thomas accepted that a finding of lack of integrity could include not caring whether a submission in a CV/application was true or not, but again submitted that this would apply more stringently to a solicitor rather than a trainee. He accepted that the Respondent ought to have checked her applications carefully to ensure they were correct.

48.19 Mr Thomas reminded the Tribunal that honesty and integrity were two different concepts and standards. He accepted the test for dishonesty as set out in the case of Ivey v Genting Casinos was the one the Tribunal should apply.

48.20 Mr Thomas submitted the Respondent’s overall degree classification and Legal Practice Course Grade on the application were accurate. He also submitted that some of the subjects which the Respondent had not included would have been relevant to her application for a training contract with Weightmans, such as Human Rights, whereas others she had included were not relevant, such as Criminal Justice System. He stated it had not occurred to her to have indicated her marks were “to be confirmed”. Mr Thomas submitted this was a simple mistake and a strong indication that she had no intention to mislead. Furthermore, Mr Thomas submitted the Respondent would have known that she would be required to submit her certificates to Weightmans in due course.

48.21 Mr Thomas submitted that where the Respondent’s evidence had not been challenged, it should be accepted. He reminded the Tribunal that the Respondent had fully co-operated with Weightmans and submitted she would not have done so if she had known the documents were untrue. This demonstrated she had nothing to hide.

- 48.22 Mr Thomas referred the Tribunal to the character references provided and submitted they supported the Respondent's good character which indicated she would not have behaved as alleged.
- 48.23 The Tribunal had considered carefully the evidence it heard from the Respondent and all the documents provided including the testimonials. The Tribunal found the Respondent's evidence and explanations were not plausible or credible. The Tribunal did not find her to be a reliable witness. She was dismissive of the errors she had made and the impact that such errors may have had on the recipients of the application form. It was particularly pertinent that all of the errors enhanced the Respondent's grades and although the Respondent had had the opportunity to correct these errors, either by stating they would be confirmed or during her vacation placement or later, she had failed to do so.
- 48.24 The Respondent stated that she thought she was applying for a training contract at Weightmans and that the deadline for lodging her application was that afternoon. She had completed it in a rush but had made no effort to check the veracity of the grades and marks that she had put in her application, all of which (bar one), were inflated. The Respondent accepted that she could and should have checked them carefully.
- 48.25 The Respondent's application included a number of subjects that she had not even studied including Company Law, where she said she had achieved a mark of 62, and Competition Law, where she said she had achieved a mark of 67. On her application she stated she had achieved marks of 70 for Contract Law when she actually attained 37. The Tribunal did not accept her assertion that she knew she had got some "good grades" and she thought that was the correct mark for that subject. This simply was not credible.
- 48.26 The Respondent knew the content of her application would be relied upon by Weightmans, indeed she accepted this in her evidence. There were so many inaccuracies on her application, all of which made her appear to be better academically than she actually was, that the Tribunal did not accept these were all mere mistakes or coincidences.
- 48.27 The Tribunal did not find it plausible that the Respondent had guessed all of the grades (save one) would be higher than the actual grades she had achieved. The Tribunal found that the Respondent made the application in the way that she did in order to give herself an advantage over other candidates. This showed a lack of integrity. This was further evidenced by the Respondent stating on her application form that she had achieved 65 marks for Employment Law and 71 marks for Commercial and Dispute Resolution when she must have known these were exams that she had re-sat and were therefore both capped at 50 marks. The Tribunal found it hard to believe that the Respondent would think it was acceptable to give her grades reflecting her performance over the year for these two subjects rather than the capped grade of 50 marks which she must have known was the maximum she could get as she had re-sat these exams. The Tribunal was satisfied the Respondent had breached Rule 1.02 of the Solicitors Code of Conduct 2007 ("the Code") and had acted with a lack of integrity.



- 48.28 The Tribunal was also satisfied the Respondent had breached Rule 1.06 of the Code. Submitting an application form that contained false information in order to gain an advantage over other candidates in potential job applications was conduct that diminished the trust the public placed in the Respondent. The Tribunal rejected the submissions that the Respondent was not even a trainee solicitor at the time and so Rule 1.06 could not apply to her. At the time the Respondent submitted her application, she had been working as a paralegal for approximately 3 years with the legal practices. She would have been well aware of the standards expected of prospective solicitors. In any event, it was a matter of common sense that any job application should contain accurate information as it would be used to shortlist a candidate to the next stage of the recruitment process.
- 48.29 The Tribunal then considered whether the Respondent had acted dishonestly. The Tribunal had already ascertained the Respondent's knowledge and belief as to the facts at the time that she completed the online application form. She had not made mistakes or errors but had deliberately inflated her qualifications in order to give her an advantage over other candidates in the recruitment process. The Respondent accepted that she had got the opportunity to work at Weightmans on the basis of her application and therefore she knew what she was doing when she prepared and submitted that application.
- 48.30 Although a number of good character references had been provided, these did not detract from the fact that the Tribunal did not believe the Respondent's explanations. An honest person who genuinely could not recollect academic credentials would have sent a covering letter, or an email or some note, to indicate their qualifications would be checked and confirmed. Whilst the Respondent said she had provided copies of her academic certificates to Weightmans at the Assessment Day after completing her vacation placement, Weightmans were unable to confirm if this was the case. Even if it was, this did not detract from the fact that the Respondent had not proactively explained that the grades/subjects in her application form were incorrect. She had taken no action to verify the grades/subjects or inform Weightmans of the true position. In doing so she had concealed the fact that the information on her application was false. The Tribunal was satisfied that this conduct would be regarded as dishonest by the standards of ordinary decent people. The Tribunal found the Respondent had acted dishonestly.
- 48.31 The Tribunal found Allegation 1.1 proved.
49. **Allegation 1.2: On 28 April 2015 Respondent submitted a Curriculum Vitae to MPL, a legal recruitment agency, which she knew or ought to have known contained false and/or misleading information in the knowledge that it would be forwarded on to DLA Piper LLP; and in doing so she breached Principles 2 and 6 of the SRA Principles 2011. It was alleged the Respondent had acted dishonestly.**
- 49.1 Mr Thomas, for the Applicant, submitted the Respondent had provided false information on her CV which she had submitted to a legal recruiter. The false details were in relation to her academic qualifications, the work experience recorded and by virtue of replicating chunks from the CV of Ms P.

- 49.2 Dealing firstly with the academic qualifications, Mr Thomas submitted that whilst the Respondent's A-level grades were accurate, her GCSE grades were not. She had not made any reference to the two GCSEs she had obtained at grade C and the results relating to her attendance at Law School and University were identical to those of Ms P in that they referred to a "commendation" which the Respondent did not receive. The electives for both the Law School and University had also been copied across from Ms P's CV. Mr Thomas submitted Ms P had performed better than the Respondent and the Respondent had used Ms P's achievements on her own CV.
- 49.3 In relation to the work experience on the Respondent's CV, Mr Thomas referred the Tribunal to the witness statement provided by Ms G dated 12 December 2017 which confirmed there were five specific entries on the Respondent's CV setting out five areas of work which Ms G had done alone and which did not involve the Respondent. Furthermore, one piece of work was carried out before the Respondent joined Weightmans. The wording for the descriptions of these five work areas had been copied directly from Ms G's CV, which Ms G confirmed was available on the Weightmans' system, to allow the marketing team access to it for tender purposes.
- 49.4 Finally, Mr Thomas submitted the Respondent had copied other paragraphs from Ms P's CV. These included a whole section of work experience at company P which had not been included on her application to Weightmans. Mr Thomas stated that the Respondent had only been working in the banking seat for about 1 month, so it was not possible that she could have been involved in the transactions she detailed at the high level set out. Mr Thomas submitted the Respondent had attempted to shoehorn Ms G's work experience into her own CV.
- 49.5 Mr Thomas submitted the CV was not therefore the Respondent's personal document but was a combination of various paragraphs and information collated from other documents. He submitted the Tribunal could be satisfied the Respondent did know that some or all of the information in her CV was not correct. The level of work she had described was higher than the level of work she was actually doing. Mr Thomas referred the Tribunal to the email sent by the Respondent to the recruitment agency dated 28 April 2015 in which she stated: "I have proof read but two eyes are normally better than one." Mr Thomas submitted it could be inferred from this that the Respondent had read her CV and was happy with it before she sent it to the recruitment agency.
- 49.6 Mr Thomas submitted that the timeframe for submitting the CV was not as urgent as the Respondent had claimed. He submitted the Respondent knew that large parts of her CV were not true and she had therefore acted dishonestly.
- 49.7 The Tribunal then heard from Mr Gary Jones, who was a partner in Weightmans' Corporate Department. He confirmed that the Respondent had worked within the Corporate and Banking team from September 2014 to September 2015. He confirmed in his witness statement that the Respondent's CV was largely a "cut and paste of other people's experience".
- 49.8 In relation to the work experience concerning Legalink, Mr Jones confirmed that he was on the management committee of the international legal network Legalink. He confirmed in his statement that the Respondent had no personal contact or relationship

with Legalink members on a day-to-day basis or at all, she did not liaise with counsel across the globe and she was not the “go to” point. He stated her only contact with Legalink was to request a form from M, the Chief Administrative Officer, and return it to M completed.

- 49.9 Mr Jones, in his statement, gave details of the work the Respondent had done on Legalink to assist him. He stated she had not had any involvement in organising any Legalink meeting. Her only involvement was to help facilitate his attendance at the Delhi meeting by helping to obtain his visa. He stated the reference in her CV to the Rio de Janeiro conference was a complete fabrication as that conference was held in 2011, two years before the Respondent started working at Weightmans.
- 49.10 On cross-examination, Mr Jones confirmed that the banking experience contained within the Respondent’s CV was wholly inaccurate as she had worked with him on acquisitions and disposals. He stated that she could have included work experience she had actually undertaken rather than transactions in which she had had no involvement. He accepted trainee solicitors were sometimes told off and it may have made them feel uncomfortable, but he denied ever hearing or seeing racial comments being made to the Respondent. He confirmed the intention had been to offer the Respondent a permanent position with the firm and that was the reason why she had been given a second seat in his department.
- 49.11 Mr Jones confirmed he was the main partner dealing with Legalink and that he did use trainees to assist him with administrative matters. He accepted he had requested the Respondent to collate a report but denied the Respondent needed to have any contact with other firms or M to complete this. He stated that so far as he was aware, the Respondent did not have any contact with M about the Delhi conference. Mr Jones accepted that there had been difficulty with obtaining visas for the Delhi conference, and that the Respondent had obtained those for him. However, he denied the Respondent had liaised with M to assist other delegates with obtaining their visas. He stated at no time was the Respondent instructed to do this and by the time the Respondent attended the relevant office to obtain the visas, delegates had already been informed they needed to arrange their own visas. Mr Jones stated he was not aware the Respondent had spoken to M in relation to obtaining his visa.
- 49.12 Mr Jones accepted that whilst he had been in Delhi to attend the conference, he had asked the Respondent to send him work-related documents as he was working on transactional matters before the conference started. He denied the Respondent had assisted him with any conference matters. He also confirmed that the Delhi conference committee was run by M and not by Weightmans. He maintained that the description contained in the Respondent’s CV concerning the Legalink conference was not true. He also pointed out that in her CV the Respondent had not referred to Delhi, but to organising a conference in Rio de Janeiro.
- 49.13 The Tribunal also heard evidence from the Respondent on this matter. She stated she had been contacted by MPL who had asked her to send them her CV by “Friday” but that she had missed the deadline. She stated it was Monday 27 April 2015 and “I needed to get it in”. The Respondent stated she was seated at her desk in an open plan area completing her CV covertly on a single screen. She stated that if she had been caught completing her CV, she would have been “really dressed down” and as a result

of this, she had been working on the CV in a small box on her screen. The Respondent stated that there was one partner in particular who tended to stand behind trainees, look at the work they were doing and then berate them. The Respondent also stated that she did not print off her CV as the printer was located next to another partner.

- 49.14 The Respondent confirmed that she had obtained Ms P's CV as a precedent. She had changed the obvious information first, such as name, address etc. She stated that she noticed the employer, company P, was on Ms P's CV. The Respondent stated she "meant to go back to that" and that she remembered thinking there were modules in there and asking herself were they "relevant to newly qualified". The Respondent stated that she changed various things on Ms P's CV and "meant to come back to it" but that she didn't go back and address these matters because she was "rushing and missed it".
- 49.15 The Respondent stated she "fired off the CV" to the recruitment agency as they formatted it for her. The Respondent stated she could not print off the CV at home as she did not have a printer and nor could she print it at work. The Respondent stated that she had thought she would talk about her CV in her interviews, but that she did not look at it again. She stated she had done "a good bit of experience in banking" and that "it all fell under corporate". The Respondent stated that she had some quality exposure to banking work in her first six months and in her applications she had spoken about the experience she had in terms of assisting and drafting. She accepted that she had only spent a month in that department but anticipated she would get further exposure during the rest of her time there.
- 49.16 In relation to the emails she had sent to colleagues, the Respondent stated that she did not see "blagging" as lying. She thought she might be expected to talk about areas of work and she knew that one of her colleagues had experienced a "brutal interview". The Respondent stated she was worried about how she would show her own experience and thought she would have to talk at a "higher level" than she had actually worked. The Respondent stated that there was a level of "stretching on a CV to make it sound bumped up or impressive". She gave the example of her organising a networking event where sandwiches were provided but putting this down on her CV as a dinner. She stated this is what was meant by "stretching".
- 49.17 The Respondent stated that she thought she would have to talk about the deals she had been involved with at a high level at her interview with DLA Piper and that she would not be able to. The Respondent stated she had used the words from Ms G's CV because she thought they would better describe the work but she was concerned that she would not be able to talk about it in a huge amount of detail. The Respondent stated that when she had spoken to her colleague about this, her colleague had reassured her that it was clear from her CV that the Respondent was a trainee and would only be able to talk about matters at that level.
- 49.18 The Respondent stated she thought her CV was "worded well" and that:

"It read better than the competition because I had used a partner's CV but it was all experience that I had done. There were some deals I had not worked on yet

but I told people in interview that there were deals in my CV that I had not started working on yet.”

- 49.19 The Respondent stated that at her interview she had confirmed she was only one month into her banking seat and therefore at a very early stage but that if she was interviewed again at a later stage, she would be able to talk in more detail about the experience she had gained. The Respondent stated her interviewer had laughed, said don't worry about it, and made her an offer of employment.
- 49.20 The Respondent maintained she had never knowingly intentionally acted dishonestly and that she accepted responsibility for her behaviour. She accepted “there were things at a stretch and I shouldn't have done that”. She stated her errors were due to inexperience.
- 49.21 On cross-examination, the Respondent accepted that attention to detail was important and that the onus was on her to ensure she provided accurate information. She accepted she should not have sent in the various documents as she had done. The Respondent accepted that when she had sent her CV to the recruitment agency, she knew it had to be accurate. She also believed that her CV would be sent to DLA Piper.
- 49.22 The Respondent stated she had missed the deadline and as she had never dealt with recruiters before, she thought that when they stated they needed her CV immediately, she had to get it to them as soon as possible. The Respondent confirmed that her CV had originally been requested by the previous Friday and accepted that by the time she was completing the CV, the deadline had passed by about four days. She stated that because she had missed the deadline, there was a greater urgency to get her CV to the recruiters otherwise she would have missed the opportunity. The Respondent stated that at the same time as working on her CV, she was also busy on “a lot of work tasks”.
- 49.23 The Respondent stated she was “over typing” Ms P's CV to make it her own. She stated that she had informed the recruitment agency that she had proof read the CV before sending it because she did not want the agency to know she had completed it in a hurry “as it doesn't look good”. The Respondent stated that she had changed the GCSE grades from memory and that she had left Ms P's personal profile “as it was generic”.
- 49.24 The Respondent stated that she did give some thought to what should stay in the CV and what should be removed and she did change some parts. She accepted that what she should have done was to delete parts of the CV as she was working on it but that she had “fired it off without giving it a second look”.
- 49.25 When the Respondent was questioned about using the exact wording of parts of Ms G's CV, she stated she had talked to Ms G about the work she had set out in her CV and at the time she had thought there was a “need for speed and accuracy” so she would just use Ms G's tender document. The experience set out in that document was undated and the Respondent thought it was recent as only recent experience was set out on tenders. The Respondent stated that she thought she had worked on the deals

she had described but that she did not want to rewrite the way they had been explained in Ms G's document.

- 49.26 The Respondent accepted that one of the deals mentioned in Ms G's document had completed in 2010, whilst Ms G was on full-time secondment but stated that often such deals would "carry back through" to Weightmans and further deals would come through as a result of the secondment. The Respondent stated she was referring to present work.
- 49.27 The Respondent was asked about the Legalink conference in Rio de Janeiro. She stated she was unsure about whether she could talk about the Delhi conference due to confidentiality and she meant to check this. She stated Rio de Janeiro had been the last conference before Delhi and that it was a "drafting point" which she should have clarified. The Respondent accepted she had not checked as she should have done.
- 49.28 The Respondent confirmed she had attended for other interviews as well as the one with DLA Piper. She said she had been worried about talking about the "deals" at a higher level but her colleagues had told her to talk about what she had actually done, which is what she did at her interviews. The Respondent stated that on 7 January 2016, she had voluntarily sent an email to inform DLA Piper about the concerns raised by Weightmans. She stated she had discussed this with one of the partners but he was rather dismissive so she felt that she should email all the details, as she was not sure whether he had understood the position.
- 49.29 The Respondent was asked why she did not inform DLA Piper, after Weightmans had contacted her in December 2015, that the reference to her working at company P was a mistake. She stated she had not volunteered this information as she had not noticed it for a while. She stated that her relationship with Weightmans had broken down and she thought "they were having a go at me". She said she had been dismissive when they referred to deals she had not worked on as she did not understand what they had meant. The Respondent stated she thought Weightmans were "nitpicking" and she was "trying to shut them down". She stated she had not taken them seriously and that she did not trust them.
- 49.30 In relation to the allegations of bullying whilst the Respondent was working at Weightmans, she stated that she was a tough person and could have dealt with this if a job had been offered to her. However, she stated that when she had interviews elsewhere, she realised how much impact the bullying had had on her. She stated she had not raised these issues at the time as it was not in her interests to do so, particularly as culture was an important point which was also relevant to the circumstances under which she was drafting her CV. The Respondent accepted that responsibility ultimately lay with her and she should not have been drafting the document in that environment when she could not give it full care and attention. She stated if she had taken greater time she would have seen that there were things that she could have changed had she taken better care.
- 49.31 In response to questions from the Tribunal panel, the Respondent confirmed that she did not look again at her CV between interviews. She stated she had written a very basic CV previously on her own when she first applied for legal jobs, but she had never done a proper CV before. She accepted she could have used an Internet cafe or

a library computer to draft her CV but she stated this would have cost her time and made the submission of her CV to this particular recruitment agency even later. She also accepted that she had not used the time over the weekend to draft her CV having missed the deadline on the Friday before that weekend. The Respondent agreed that she had put pressure on herself for missing that deadline.

- 49.32 The Respondent stated that during her interviews nobody ever asked about the work at company P which was on her CV. She stated she had talked about working on Legalink, but not specifically about Rio de Janeiro. The Respondent stated that she could not see what she would have gained by referring to Delhi instead of Rio de Janeiro on her CV.
- 49.33 Mr Thomas, on behalf of the Respondent submitted Ms P had supplied her CV as a template to the Respondent on 27 April 2015 at 15:38. That CV was forwarded to MPL the following day on 28 April 2015 at 19:19. The Respondent had completed CV during the intervening period whilst she was also at work on both days, working covertly from a small screen at her open plan office desk. She was not in a happy environment at work and was under particular pressure as a result of this.
- 49.34 Mr Thomas stated that the parts of Ms P's CV which had been inadvertently left in the Respondent's CV were not relevant to seeking work in the area of Banking Law. He submitted it would be incredibly bold to claim to have worked for company P, with whom one had had no professional contact, and that this was a case where the Respondent had simply not realised the details had been left on her CV. He reminded the Tribunal that the Respondent had been cutting and pasting on a small screen and that the errors had been an innocent oversight. He submitted that if the Respondent had been trying to appropriate Ms P's experience, she would not have deleted the section relevant to banking work.
- 49.35 Mr Thomas submitted the Respondent had tried to include the experience she had undertaken whilst working with Ms G to summarise accurately the work she had done. He submitted it could not be suggested from the content of the Respondent's CV that a trainee solicitor was trying to get the credit of a partner's experience. It was quite clear that she was working as a junior member of the team and not in the lead role. She had simply been trying to create an accurate summary of the work she had done, and would be doing, with Ms G.
- 49.36 Mr Thomas stated the Tribunal should treat the emails that had passed between the Respondent and her friends with great care as often colleagues would talk in a disparaging way about themselves for comic effect. He submitted the words "hilarity of embellishment" should not be used as an acknowledgement that the Respondent's CV contained untrue statements. The Respondent was a trainee who was trying to sell herself in her CV.
- 49.37 Mr Thomas submitted the Respondent believed she had submitted an accurate CV and as none of the interviewers had asked her about the work at company P, she had not appreciated she had left this in. She had been rushing to complete the CV on a small screen with no opportunity to check it and had made mistakes due to her lack of care. She had co-operated with Weightmans during a difficult and tense time and had self-reported the issues to DLA Piper.

- 49.38 On the issue of integrity, Mr Thomas reminded the Tribunal that the Respondent's conduct had taken place five months before she qualified as a solicitor.
- 49.39 The Tribunal considered carefully all the evidence it had heard and the documents provided. In relation to the evidence of Mr Jones, the Tribunal found that he gave his evidence in a straightforward manner on the factual matters that were raised with him. Concerning the Respondent, the Tribunal had already concluded that she was not a reliable witness and that her explanations were neither plausible nor credible.
- 49.40 The Tribunal considered carefully the Respondent's CV and compared it with the CVs of Ms P and Ms G. It was quite clear to the Tribunal that the Respondent had turned her mind to amending Ms P's CV to personalise it, as she had changed the A level and GCSE grades but she had left an entire section describing the work experience at company P word for word as it had been in Ms P's CV. The Tribunal considered this was a glaring discrepancy and was particularly mindful that the Respondent confirmed to the recruitment agency that she had proof read her own CV before sending it to them. It was therefore clear that the Respondent had made a conscious decision to leave specific particulars relating to Ms P's CV in her own CV.
- 49.41 The extracts she had copied from Ms G's CV were also taken almost word for word and included work that the Respondent had not even been involved with. Indeed, there was reference to working on a project that had taken place in 2011, long before the Respondent had even joined Weightmans. The Tribunal rejected the Respondent's explanations that she thought she had worked on these "deals" or that she thought she would be working on them. The very fact that she thought they were projects she may have worked on in the future was evidence that she knew she had not worked on them at the time she drafted her CV and therefore she must have known they should not have been included as part of her work experience.
- 49.42 The same could be said of the Legalink conference in Delhi. The extract on the Respondent's CV stated: "Organised the AGM of the international legal network, Legalink event, held in Rio de Janeiro, to great success." It was clear from Mr Jones' evidence that the only involvement the Respondent had had, was to obtain a few visas for delegates to attend Delhi, where the actual conference had taken place during the time the Respondent was with Weightmans. The Tribunal rejected the Respondent's explanations that she had not referred to Delhi for confidentiality reasons because if this had been the case, she would not have referred specifically to Rio de Janeiro either.
- 49.43 A large part of the Respondent's explanations for the errors was that she had been under severe pressure by the recruitment agents to produce the CV quickly. However, the Tribunal found that this was not the case. In her email to Ms P dated (Monday) 27 April 2015 sent at 15:08, the Respondent stated:
- "I need to do a CV because I promised this particular recruiter person I would get it done (by Friday – oops) and so I really need to send it before Wednesday I reckon. I cant [sic] find my old one which I could have worked from, but I remember I basically developed that from your [sic] years ago, so I wondered if you had your CV handy on a computer which you could forward ot [sic] me to work form [sic] as a template basically."



- 49.44 It was clear from this email that the Respondent knew she needed to produce a CV and initially wanted to do so by Friday (24 April 2005). However she missed this date. In her evidence, she accepted that she could have worked on her CV over the weekend but had not done so, but she gave no explanation as to why she had not done this, if it was so important to her.
- 49.45 The Respondent stated that she had put the CV together in haste, at work on the following Monday/Tuesday (27/28 April 2015) to try and send it to the agents by Wednesday (29 April 2015). However, there was no need for this. With proper planning the CV could have been prepared carefully and not covertly in office time. Furthermore, the Respondent's concerns about her employer finding out that she was working on her CV during working hours were entirely warranted. The Respondent had no need to do the CV in office time and should not have done so. It could have been prepared the previous week or over the weekend.
- 49.46 The Respondent in her evidence accepted that she knew it was important to get the CV right and pay attention to detail. It was quite clear to the Tribunal that the Respondent had thought about various parts of the CV, such as changing the name of the University, and changing the sections she copied from Ms G's CV where the words "Advising", "Acting for" and "Advisor to" from Ms G's CV had been changed to "Assisted" in her own CV. She had also removed the reference to "Secondment to" in Ms G's CV in relation to a project she claimed to have worked on. This was clear evidence that there had been some conscious thought on the part of the Respondent when putting together a CV designed to get her a Banking/Corporate position.
- 49.47 The Respondent had thought about which parts of Ms G's CV to use, even though she had only been in the banking team for approximately one month at the time that she was drafting her CV.
- 49.48 The Respondent had knowingly enhanced her academic qualifications to state that she had received a "Commendation" at Law School and "Distinctions" in various modules she had studied there. She also stated she had received "First class results" in Company Law, Competition Law and Policy and the Criminal Justice System at the University of Wales when it was quite clear from the University that she had not in fact studied any of these subjects at that University.
- 49.49 The Respondent had inserted an entire section detailing her employment with company P, which was taken completely from Ms P's CV and had also included sections which covered corporate/commercial work. This was to assist the Respondent in getting a job and was designed to impress a firm looking for someone with corporate experience. It was particularly relevant that the Respondent had not referred to two other legal practices where she had worked but where she had not done any banking/finance work. The Respondent had inserted Ms G's corporate work knowing that she had not participated in that work. The Respondent had not been to the Rio de Janeiro event but had clearly thought about this as she stated she had not made reference to the Delhi event due to possible confidentiality issues.

- 49.50 The impact of all this was to enhance the Respondent's CV and make her appear to have academic credentials and work experience that she did not have. The Tribunal was satisfied that this showed she had acted with a lack of integrity and had acted in a way that was likely to diminish the trust the public placed in her and in the provision of legal services. Members of the profession, and indeed members of the public would expect a trainee solicitor to give an accurate account of their qualifications and work experience when applying for jobs. Failure to do was not acting in a straight forward manner or adhering to a steady ethical code, and diminished the trust that would be place in the Respondent and in the provision of legal services. The Tribunal found the Respondent had breached Principles 2 and 6 of the SRA Principles 2011.
- 49.51 The Tribunal then considered the issue of dishonesty and the Respondent's knowledge and belief as to the facts at the time that she completed the CV.
- 49.52 It was clear to the Tribunal that the Respondent, having copied parts of the CVs of Ms P and Ms G, was then worried that she had gone too far after hearing of her colleague's difficult and brutal interview. She had stated in her email dated 1 May 2015 to a colleague, Ms S, at Weightmans: "I could blag a bit" which is what she successfully did during her interview with DLA Piper.
- 49.53 In another email that the Respondent sent to another colleague, Mr M, on 29 April 2015 she referred to "the hilarity of embellishment" in the context of her CV. In another email to Ms S dated 1 May 2015 she stated:
- "... My CV is massively bumped up and im [sic] going to have two massively blag like a pro so will remain positive but may need a little practice first.....".
- 49.54 There was no doubt in the Tribunal's mind that the Respondent knew what she had done, and she had done it twice, firstly with her online application to Weightmans and then subsequently on her CV to MPL, the recruitment agency. She had fabricated information on her online application to Weightmans and, having got away with it, she then did it in an even more brazen manner in 2015. She knew that enhancing her work experience/grades and using the work experience of colleagues, which she did not have the benefit of, would help her to gain an advantage over other candidates. The Tribunal did not find the Respondent's explanations that she intended to come back to the CV and change it later as credible and, in any event, she did not do so.
- 49.55 As a result of the Respondent's false statements, she was able to obtain a job at DLA Piper by deception as the untrue information contained within her CV may well have given her an unfair advantage over other candidates. In any event, the information was not true and she knew it was not true. The Tribunal had no doubt that this would be regarded as dishonest by the standards of ordinary decent people. The Tribunal was satisfied the Respondent had acted dishonestly.
- 49.56 The Tribunal found Allegation 1.2 proved.

### **Previous Disciplinary Matters**

50. None.

## Mitigation

51. Mr Thomas, on behalf of the Respondent, submitted the Respondent was at an early stage of her career and her youth and inexperience were matters that the Tribunal should take into account. She had cooperated fully throughout these proceedings and the Tribunal was reminded of the character references provided.
52. Mr Thomas also reminded the Tribunal that there had been evidence before the Tribunal that embellishing and “bumping up” CV’s was not unusual although he accepted the Tribunal had found that the Respondent had gone beyond this. He stated the Respondent had had difficulties in obtaining employment and had discussed her experience with other junior colleagues to ensure they did not fall into the same trap. Mr Thomas reassured the Tribunal that the Respondent’s conduct would not be repeated.

## Sanction

53. The Tribunal had considered carefully the Respondent’s submissions, her evidence and the character references provided. The Tribunal referred to its Guidance Note on Sanctions when considering sanction. The Tribunal also considered the aggravating and mitigating factors in this case.
54. The Tribunal firstly considered the Respondent’s culpability. The motivation for the Respondent’s conduct was to gain an advantage over other candidates and successfully attain employment. Her conduct was planned and she had direct control over it. The Respondent was not completely inexperienced in that she had worked as a paralegal for some three years and therefore had experience of working within a legal environment.
55. The Tribunal then considered the harm caused by the Respondent’s conduct. It was clear from the documents before the Tribunal that the Respondent’s behaviour had impacted directly on those who had employed her, believing the credentials in her online application and also in her CV were accurate and correct. It had also impacted those candidates who were not successful in being short-listed because the Respondent’s credentials and experience were purportedly better than theirs. The Tribunal assessed the level of harm as medium and concluded that the extent of harm caused by the Respondent’s conduct could reasonably have been foreseen.
56. The Tribunal then considered the aggravating factors in this case and identified those as follows:
  - The Respondent had acted dishonestly on two occasions, first in 2011 and then again in 2015;
  - Her conduct had been deliberate, calculated and repeated;
  - She had concealed her behaviour from both of her employers as she did not inform Weightmans that the information on her application to them was incorrect, and nor did she inform DLA Piper until after Weightmans’ concerns were raised;

- The Respondent ought reasonably to have known that her conduct was in material breach of her obligations to protect the public and the reputation of the legal profession;
- The Tribunal had already found that her conduct had impacted not only her employers but also other candidates who were not successful and who may have been better qualified than she was for the positions.

57. The Tribunal then considered the mitigating factors and identified those as follows:

- There had been evidence of some insight on the part of the Respondent as she had been advising her junior colleagues not to behave in the same way that she had done;
- There were a number of good character references;
- The Respondent had cooperated with both her regulator and in these proceedings;
- She had accepted the facts of the case.

58. Whilst the Respondent's legal representative had relied upon her immaturity and lack of experience in mitigation, the Tribunal had already taken into account the fact that the Respondent had been working as a paralegal for three years in a law firm at the time that she made her application to Weightmans. Furthermore, when she submitted her CV to the legal recruiters for submission to DLA Piper, she had been working at Weightmans, a corporate firm, for two years and therefore she did have knowledge and understanding of the legal environment.

59. The Tribunal considered carefully each of the sanctions available to it. The Tribunal concluded that it would not be appropriate to make no order, or order a Reprimand or a Fine as none of these were sufficient to reflect the seriousness of the Respondent's conduct which involved dishonesty on two separate occasions. The Tribunal was also satisfied that it was not appropriate to impose a Restriction Order as it was difficult to envisage conditions that could address dishonest conduct and reflect the seriousness of the conduct.

60. The Tribunal then considered a Suspension. The Tribunal did not have confidence that the Respondent's conduct would not be repeated. It therefore concluded that both the public and the reputation of the profession needed to be protected from future harm from the Respondent in this case. The Tribunal had found there had been some insight by the Respondent but not full insight, indeed, during her evidence she had been somewhat dismissive of her conduct and the impact it would have had on others.

61. The Tribunal was mindful of the case of SRA v Sharma [2010] EWHC 2022 (Admin) in which Coulson J stated:

“Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the roll”

62. The Tribunal could not identify any exceptional circumstances in this case. The misconduct was serious, involving two instances of dishonesty, the second more brazen than the first. Having concluded that it did not have confidence that the Respondent's conduct would not be repeated, the Tribunal decided that the appropriate and proportionate sanction was to strike the Respondent off the Roll of Solicitors. This was necessary to protect the public, the reputation of the profession, and maintain confidence in the profession. The Tribunal Ordered the Respondent be Struck Off the Roll of Solicitors.

### Costs

63. Mr Thomas for the Applicant requested an Order for the Applicant's costs in the total sum of £14,828. He provided the Tribunal with a Statement of Costs which contained a breakdown of those costs. Mr Thomas confirmed he was employed by Capsticks Solicitors LLP who had been instructed on this case to act on an advocacy basis only. A fixed fee of £6,750 had been agreed with the Applicant to reflect this. Mr Thomas stated that this had been a paper heavy case on which he had spent some 25 hours to include preparation and attendance at the hearing which had been charged at £225 per hour plus VAT.
64. The second day of the hearing had been estimated at 4 hours of preparation time and 4 hours of hearing time which, Mr Thomas submitted, was a conservative estimate. Mr Thomas confirmed that a further £2,160 had been claimed for the costs of the second day of the hearing. Mr Thomas did not accept that it was the Applicant's fault that the case had taken two days. He reminded the Tribunal that the case had started late on the first day, due to an earlier case overrunning, and that the Respondent's evidence had taken longer than anticipated, although he did not criticise that in any way. In addition, there had been issues of jurisdiction on which he had been required to take instructions and issues regarding the service of the trial bundle on the Respondent's Counsel which could well have been a failing by the Respondent's solicitors, as the trial bundle had been sent to them.
65. Mr Thomas confirmed he was not in a position to challenge the Respondent's means. He requested the Tribunal make an order for costs in the full amount claimed. He reminded the Tribunal that drafting the Rule 5 Statement was extremely important given that this was a key document containing the specifics of the allegation and the evidence relied upon. He submitted it was expected that such a document would require a number of drafts before it was finalised.
66. Both parties was asked to address the Tribunal on the case of Matthews v SRA [2013] EWHC 1525 (Admin) in which it was held that the overall financial liability and any hardship suffered by a respondent as a result of proceedings should be taken into account.
67. Mr Thomas for the Applicant accepted the Respondent's means should be taken into account and any costs ordered should be proportionate. However, he submitted that rather than the Tribunal making arbitrary reductions to the costs, the Tribunal should consider why any reductions were necessary.

68. Mr Thomas for the Respondent submitted the Applicant's costs were excessive and that this was a case that should have concluded within one day. He submitted that the Costs Statement dated 11 January 2018 submitted for the first day of the hearing in the sum of £12,668 was the relevant schedule that should be considered by the Tribunal.
69. Mr Thomas submitted that if the Tribunal decided to consider the later Costs Statement dated 27 April 2018, then no award should be made for the sum of £2,160 claimed by Counsel for the second day of the hearing. Mr Thomas also submitted that the fixed fee of £6,750 which related to the Applicant's Counsel's fee contained no breakdown as to how that fee had been calculated or what was included. That costs schedule contained a claim of 13 hours for preparation of the Rule 5 Statement and Mr Thomas submitted a fee of £1,500 would be appropriate for this item. Mr Thomas submitted that a reasonable and proportionate amount overall for the Applicant's costs was £10,000.
70. Mr Thomas referred the Tribunal to the Respondent's Personal Financial Statement which contained details of her means. She was currently employed by a financial services company dealing with compliance but she had been told that her employment would be terminated if a finding of dishonesty was made. Accordingly, the details of income given on the Respondent's Personal Financial Statement would be reduced by half as she would be relying on her spouse's income. Mr Thomas reminded the Tribunal that sanction and costs should not be punitive. He stated that any order for costs would be difficult for the Respondent and requested the Tribunal reduce the order for costs to £5,000. He stated even a reduced figure would result in immediate hardship to the Respondent.
71. Mr Thomas stated that pursuant to Matthews v SRA, the Tribunal should consider the effect of sanction and the overall impact of financial orders including costs on the Respondent.
72. The Tribunal had considered carefully the matter of costs and the submissions of both parties together with the Respondent's Personal Financial Statement.
73. The Tribunal considered the Applicant's Statement of Costs dated 27 April 2018. The amount of time claimed for the preparation of the Rule 5 Statement was excessive and whilst the Tribunal accepted this was an important document, this was not a case that was overly complex which would have required fifteen hours of drafting time. Accordingly, the Tribunal reduced the time claimed for drafting the Rule 5 Statement by £390.
74. A claim had also been made in the Applicants Statement of Costs for £6,750 for Counsel's Fees, and a further £2,160 in relation to the second day of the hearing. The Tribunal considered it was entirely unhelpful for a fixed fee figure to be given with no breakdown to explain how it had been calculated. It would be particularly difficult for unrepresented respondents, who may not be familiar with these types of proceedings to understand what was included in such a fee. The Tribunal had been informed that part of the fee included advice on a witness giving evidence by video link. The Tribunal was prepared to allow a sum of £500 for this aspect. Taking into account the nature of the case, and the lack of detail in the fixed fees claimed, the Tribunal

concluded that it would allow a brief fee of £3,500 plus VAT for Counsel attending on the first day of the hearing, and a fee of £1,000 plus VAT for Counsel attending on the second day of the hearing. Having made these deductions, the Tribunal assessed the Applicant's costs in the total sum of £11,500 inclusive of VAT.

75. The Tribunal then considered the Respondent's means and her ability to pay the costs order. The Tribunal accepted that it was likely the Respondent would lose her position with her current employer due to the Tribunal's findings of dishonesty. The Tribunal also accepted that it would be difficult for her to find another job quickly as it was likely she would have to disclose these proceedings to any potential employer and that may limit the type of work that she could successfully obtain.
76. The Tribunal accepted that the sanction imposed would impact significantly on the Respondent's salary and job prospects in the future. She was relatively young and she could obtain some form of employment but this was unlikely to take time and would probably not be within the legal environment. Taking all these matters into account, the Tribunal reduced the costs award to £6,000 and ordered the Respondent to pay this amount.

#### Statement of Full Order

77. The Tribunal Ordered that the Respondent, TANIA RUBY BAINS, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,000.00.

Dated this 20<sup>th</sup> day of June 2018  
On behalf of the Tribunal



A. N. Spooner  
Chairman

Judgment filed  
with the Law Society  
on 20 JUN 2018