SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 — Case No. 11725-2017

BETWEEN:

SOLICITORS REGULATION AUTHORITY — Applicant

and

IMRAN UDDIN — First Respondent
MUZAMMIL HUSSAIN ABID — Second Respondent

Before:

Mrs J. Martineau (in the chair)
Mr B. Forde
Mrs L. Barnett

Date of Hearing: 30 April to 4 May and 9 to 10 May 2018

Appearances

Rory Dunlop, counsel of 39 Essex Chambers, 81 Chancery Lane, London WC2A 1DD instructed by Capsticks Solicitors LLP, 1 St George's Road, Wimbledon, London SW19 4DR for the Applicant.

The First Respondent represented himself.

Paul Williams, counsel of 33 Bedford Row, London, WC1R 4JH instructed by the Second Respondent.

JUDGMENT

Allegations

1. The allegations against each of the Respondents made by the Solicitors Regulation Authority ("SRA") were that:

1.1 On dates between 1 January 2011 and 31 December 2014, they caused and/or allowed Crescent Law Limited ("the Firm") to pursue fraudulent personal injury claims and in doing so breached any or all of Principles 2, 6 and 8 of the SRA Principles 2011 ("the Principles").

1.2 On dates between 5 November 2013 and 31 December 2015, they caused and/or allowed damages which should have been paid to the Firm's clients to be paid instead to third parties, without the clients' consent, and in doing so breached Principles 2, 3, 4, 5, 6, 8 and 10 of the Principles.

1.3 On dates between 1 January 2011 and 31 December 2014 they caused and/or allowed victims of road traffic accidents to be harassed or misled about why they should pursue personal injury claims, and in doing so breached Principles 2 and/or 6 of the Principles.

1.4 On dates between 1 January 2011 and 31 December 2015 they failed adequately or at all to supervise agents and employees acting on behalf of the Firm in personal injury claims and in doing so breached Principles 3, 4, 5, 6 and 8 of the Principles and Outcomes O(7.2), O(7.3), O(7.4), and O(7.8) of the SRA Code of Conduct 2011 ("the Code").

2. The allegations made against the First Respondent alone were that:

2.1 On or about 13 March 2015 he provided misleading information to the Firm's insurer, and failed to disclose information he should have disclosed, about how the Firm came to act in the conveyance of a property part-owned by Client 4's wife without her consent and in doing so breached Principles 2, 6 and 8 of the Principles.

2.2 On or about 21 March 2014 he failed to conduct adequate customer due diligence in relation to Client 4's wife and in doing so breached Principles 7 and 8 of the Principles.

3. The allegations made against the Second Respondent alone were that:

3.1 On or about 29 October 2013 he failed to conduct adequate customer due diligence in relation to a client purporting to be Person F and in doing so breached Principles 7 and 8 of the Principles.

3.2 On or about 25 July 2016 he provided misleading information to the SRA in that he denied that he had held a directorship of a company in which he had been a director and in doing so breached Principles 2 and 7 of the Principles.

4. It was alleged that:

4.1 Both Respondents were dishonest in respect of the allegations at paragraphs 1.1 and 1.2; and

4.2 The First Respondent was dishonest in respect of the allegation at paragraph 2.1; and

4.3 The Second Respondent was dishonest in respect of the allegation at paragraph 3.2;

However, dishonesty was not an essential ingredient to prove any of those allegations.

Documents

5. The Tribunal reviewed all the documents submitted by the parties, which included:

- Rule 5 Statement and Exhibit DWRP1 dated 20 September 2017
- First Respondent's Answer to the Rule 5 Statement dated 1 December 2017 and his Supplemental Answer dated 24 April 2018
- Second Respondent's Answer to the Rule 5 Statement dated 26 November 2017
- Applicant's Witness Statements
- First Respondent's Witness Statement dated 9 April 2018
- Second Respondent's Witness Statement dated 9 April 2018, First Supplementary Witness Statement dated 23 April 2018 and Second Supplementary Witness Statement dated 24 April 2018
- Applicant's Schedule of Costs dated 20 April 2018

Preliminary Matters

Application to amend the Rule 5 Statement

6. Mr Dunlop applied to amend errors in the Rule 5 Statement that referred to the First Respondent when they ought to have referred to the Second Respondent. The application was not opposed by either Respondent. The Tribunal determined that the errors were clearly typographical errors. Amending the Rule 5 Statement as requested would cause no prejudice to either Respondent. Accordingly, the Tribunal granted the application to amend.

Application by the First Respondent to submit an amended answer and additional documents

7. The directions issued by the Tribunal required that the Respondents file and serve their Answer to the allegations by 1 December 2017. The directions also required that the Respondents file and serve any documents on which they intended to rely by 22 December 2017. On 25 April 2018, the First Respondent filed and served a supplemental Answer to the allegations together with documents in support. At the commencement of the hearing he applied for those the supplemental Answer and additional documents to be admitted. The other parties did not object to the application.

8. The Tribunal determined that the additional evidence served to assist the Tribunal in clarifying the issues between the parties. The Tribunal granted the application to admit the additional evidence notwithstanding that it was not served in accordance with its previous directions.

Application by the Second Respondent to submit Supplementary Witness Statements and additional documents

9. The Second Respondent had submitted a supplementary witness statement dated 23 April 2018 and documents in support. He also submitted a second supplementary witness statement dated 24 April 2018. He applied for the additional statements and evidence to be admitted. The application was not opposed by the First Respondent. The Applicant made clear that the authenticity of the additional documents was in question, and subject to its being able to challenge those documents, the application was not opposed.

10. The Tribunal determined that the additional evidence served to assist the Tribunal in clarifying the issues between the parties. The Tribunal granted the application to admit the additional evidence notwithstanding that it was not served in accordance with its previous directions.

Application by the Applicant to submit a Supplementary Witness Statement and additional documents

11. The Applicant obtained a further witness statement and documents in support from YK following its receipt of the Second Respondent's first supplementary statement. The Respondents did not oppose the admission of that additional evidence. The Tribunal determined that it was in the interests of justice to admit the statements and documents in support into evidence. Accordingly, the application was granted.

Application by the Applicant to amend allegation 1.2

12. During his closing submissions the First Respondent, who had admitted allegation 1.2 submitted that the allegation of a breach of Rule 20.1 of the Solicitors Accounts Rules 2011 had not been properly brought. There was no allegation that client money had been deposited within the client account and then improperly withdrawn as the cheques in question had been written by third parties to clients and thus would not have been held in the client account.

13. The Applicant, having considered that submission, applied to withdraw the allegation of a breach of Rule 20.1. The Tribunal granted that application.

Factual Background

14. The First Respondent was admitted to the Roll in September 2000. From 15 December 2003 until the Applicant's intervention into the Firm on 18 May 2017, he was the senior partner of the Firm, practising mainly in conveyancing and litigation. He was the Firm's Compliance Officer for Legal Practice ("COLP") and also its Compliance Officer for Finance and Administration ("COFA"). He was identified in client care letters as the person to whom complaints should be directed. His Practising Certificate was suspended following the intervention and remained suspended.

15. The Second Respondent was admitted to the Roll in July 2007. From 3 September 2007 until the intervention into the Firm on 18 May 2017 he was a partner of the Firm, practising mainly in personal injury, and was the Partner responsible for personal injury work. He also had general management responsibilities. His Practising Certificate was suspended following the intervention and remained suspended.

16. At all material times, the First and Second Respondents were the only Partners at the Firm. The Firm undertook a range of work of which personal injury accounted for 16%.

17. Person B was a director of JDA until 1 September 2013. He was also the director of a Claims Management Company ("CMC") CMC D until 1 May 2016. On 4 September 2014 he was appointed as the director of a medical experts' agency. His wife, Person C, was an employee of the Firm and undertook personal injury work. She was a director of CMC D from 1 July 2008 until 27 October 2011 and was a director of JDA from 10 October 2008 to 23 March 2009 and 1 May 2010 to 12 December 2011.

18. Before the ban on referrals was introduced on 1 April 2013 by the Legal Aid Sentencing and Punishment of Offenders Act 2012 ("LASPO"), the Firm paid CMC's for referrals. After 1 April 2013, the Firm continued to receive referrals from CMC's. There was no evidence that the Respondents breached LASPO.

Witnesses

19. The following witnesses provided statements and gave oral evidence:

- David Levy – Forensic Investigation Officer
- Deborah Gormley – formerly a Counter Fraud Intelligence Handler at Direct Line Group
- Philip Day – Claims Crime Prevention Consultant at Liverpool Victoria Insurance Company Ltd
- YK – Former employee at the Firm
- Client 1
- Client 2

20. The following witnesses provided written statements only and were not required for cross-examination:

- Person D
- Person E
- Person F
- Person G
- Person H
- Person I
- Person J
- Person K
- Timothy Brown – formerly a Claims Investigator for Direct Line Group

21. Client 3 provided a witness statement but did not attend the hearing despite being required for cross-examination.

22. The written and oral evidence of the witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

Findings of Fact and Law

23. The Applicant was required to prove the allegations beyond reasonable doubt. The Tribunal had due regard to the Respondents' rights to a fair trial and to respect for their private and family lives under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms. The Tribunal considered all the evidence before it, both written and oral, together with the submissions of all the parties.

24. **Allegation 1.1 - On dates between 1 January 2011 and 31 December 2014, they caused and/or allowed the Firm to pursue fraudulent personal injury claims and in doing so breached any or all of Principles 2, 6, 8 and 10 of the Principles 2011.**

Allegation 4.1 – the Respondents were dishonest in respect of Allegation 1.1.

Applicant's Submissions

24.1 Between May 2014 and 2015, the Applicant received complaints from Direct Line Group ("DLG"), LV Insurance ("LV") and Acromas in relation to personal injury claims conducted by the Firm, alleging that the Firm was involved in personal injury fraud. DLG appointed claims inspectors to obtain statements from individuals on whose behalf claims had been lodged and who confirmed that they either did not instruct the Firm, or had not suffered any injuries. On 27 March 2015, the Applicant received a report from LV which identified 23 cases where personal injury claims had been issued on behalf of claimants who had not instructed the Firm. Acromas complained of the Firm acting without instructions.

24.2 Mr Dunlop submitted that there were 2 elements to this allegation, namely (i) the Firm pursuing fraudulent claims and (ii) the Respondents causing or allowing such claims to be pursued.

The Fraudulent Claims

24.3 There were 4 categories of fraudulent claims pursued by the Firm:

24.4 Category A – Submitting a Claims Notification Form ("CNF") for claimants when not instructed to do so.

24.4.1 Persons D and E were involved in a minor incident on 5 January 2013. They both provided statements in which it was confirmed that no injury was suffered by either of them, and they had not made any claims for personal injury. The Firm's file included a telephone attendance note dated 20 March 2013 between LN of the Firm and Person E. A client care letter was sent to Person E that day.

The letter named the Second Respondent as the person mainly responsible for her case. It did not name any other fee earner as assisting, although the letter had LN's direct email address. Under the heading "Confirmation of Your Instructions" the letter stated:

> "We are enclosing a duplicate copy of this letter and would be grateful if you would sign, date and return the duplicate copy and enclosed Terms and Conditions. If we do not receive the signed documents as requested within 7 days of this letter, we will assume you are fully agreed with the terms and conditions of [the Firm] and subsequently you will be bound by the same."

24.4.2 The Firm did not wait for seven days. On 21 March 2013 a CNF was lodged on behalf of Person E. In her statement, Person E confirmed that she "did not instruct anyone to act in any claim on my behalf", and that she had not consulted a solicitor.

24.4.3 In a letter dated 9 May 2013, Acromas wrote to the Firm. The letter explained that person D had been contacted about the claim and confirmed both that Person E had not suffered any injury and had not instructed solicitors. The letter asked the Firm to "Please explain why you allege to have such instructions and why a claim has been presented to us." It further stated that "we consider the intimation of the alleged claim to be nothing more than fraudulent behaviour and require a full explanation of your conduct. As a result of our enquiries, we have incurred losses that total £420 … for which we require reimbursement. In addition it is our belief that this matter should be reported to the SRA … for further consideration of action to take."

24.4.4 No reply to the letter appeared on the file. On 20 August 2013 a cheque in the sum of £420 was sent by the Firm to Acromas.

24.4.5 Person G was involved in an incident on 4 December 2013. In a statement dated 26 June 2016, he explained that he was the driver when he heard a "rubbing noise" as another car made contact with his. There was no damage to his car and he was not injured "in any way". Person G stated that he had never heard of the Firm and had "not issued any instructions to them whatsoever. They have no authority to act on my behalf in relation to this or any other matter." The Firm's file contained a letter dated 18 December 2013 to Person G confirming that the matter had been referred to the Firm, and that the Firm would act on his behalf subject to a Conditional Fee Agreement ("CFA"). There was no signed CFA on the file. Whilst there was some evidence of engagement with the third party insurer on the file, the matter did not proceed any further.

24.4.6 The Second Respondent suggested that these were the only two instances of claims without instructions. Mr Dunlop submitted that the schedule of cases attached to the Rule 5 Statement identified 54 cases where claims were submitted without instructions. The suggestion that the evidence from the insurance companies was not reliable, as they may have intimidated witnesses into saying that they had not provided instructions, was rejected. It was noted

that the Firm had produced no evidence to show that claimants who stated that they had not instructed the Firm had indeed instructed the Firm.

24.5 Category B – alleging in a CNF that a claimant was injured contrary to instructions

24.5.1 Person H was involved in a Road Traffic Accident ("RTA") on 25 December 2013. He was visited at his home address by a Doctor who stated that he worked for CMC A. Person H complained of an injury to his right knee. This was examined by the Doctor. The medical report did not mention any injury to the knee, the one area of complaint, but recorded discomfort in the neck, shoulders and back. The claim made by the Firm was for a whiplash injury.

24.5.2 Person I was involved in a RTA on 2 December 2012. He received a call in November 2014 from CMC B, who referred work to the Firm. He explained that he had not suffered any injury. He was told that he could claim for stress and inconvenience. On 26 November 2014, Person I was sent a CFA by CMC B, which he signed and returned. The CNF submitted by the Firm was dated 25 November 2014, i.e. the day before he signed and returned the CFA. The injury on the CNF was said to be whiplash and soft tissue with medical attention sought.

24.5.3 In his witness statement of 19 January 2015 to DLG Person I explained that he had not suffered any injury as a result of the accident but was "a bit shocked and shaken". On receipt of a letter from the Firm explaining that a claim for personal injury was being made on his behalf, he became concerned. He called the Firm and explained that he had not been injured in the accident and did not want to pursue a claim.

24.5.4 As regards any suggestion that the 3 matters exemplified in the Rule 5 Statement were the only matters, there were 53 other matters where false claims for injury were made. Mr Dunlop submitted that it was clear from the number of examples that the practice of falsely claiming for injuries was systemic.

24.6 Category C – alleging in a CNF that a claimant was a passenger without any evidence or instructions

24.6.1 Persons K and L were involved in a RTA on 12 June 2014. They were not injured in the accident. They were contacted by CMC B who harassed them to make a claim. They made it clear to CMC B that they had not suffered any injury in the accident. It was suggested to them that they could claim for headaches and post-traumatic stress. The Firm submitted two CNF's, one for person K and another for a passenger JF. Both CNF's claimed for soft tissue injury and whiplash. The address given for JF was the same as that of person K. In his statement of 25 July 2014, Person K confirmed that he had never heard of JF, she was not present in the car at the time of the accident, and she did not reside at his address.

24.7 Category D – submitting a CNF for a staged or induced crash

24.7.1 The claim involved a vehicle which belonged to JDA being driven by the brother of Person B. The client care letter, dated 1 July 2013, identified the Second Respondent as the partner mainly responsible and Person C as the person assisting. As detailed above, Person C was the wife of Person B and thus the sister-in-law of the claimant. The 'accident' did not actually take place until 2 July 2013, i.e. the day after the date on the client care letter. The CNF claimed for soft tissue injury and whiplash. It also mentioned other occupants of the car at the time of the accident. The third party insurer made an interim payment to JDA for the damage to the car on 14 October 2013. Following that payment, further investigation was undertaken by the insurance company. On 15 April 2014, the insurance company wrote to the Firm. It explained the circumstances in which the accident occurred and stated: "We believe that our insured is the innocent party in this induced accident. We believe that your client has induced this accident with the aide of a stooge vehicle". Thereafter, the claim was no longer pursued by the Firm. Mr Dunlop submitted that the circumstances of the accident closely matched those described by YK in his statement of 9 April 2018. The allegation of the Firm submitting claims for staged accidents was first made by YK in a report to the SRA dated 17 July 2013, a year after he had left the Firm.

24.7.2 Mr Dunlop submitted that it was clear from the exemplified matters that the Firm had pursued fraudulent personal injury claims.

24.7.3 As regards the Respondents causing or allowing the Firm to pursue fraudulent personal injury claims, it was submitted that even if the Second Respondent did not have personal knowledge, he was the partner mainly responsible for the Personal Injury (PI) department. He trained and supervised the paralegals who were submitting the claims, and the client care letters stated that he was the person who was mainly responsible for their claim. In those circumstances, he could be said to have caused or allowed the Firm to pursue the claims. The First Respondent rightly, it was submitted, conceded that as the Senior Partner and COLP, he could be said to have caused or allowed the frauds perpetrated by the Firm.

24.7.4 Mr Dunlop referred the Tribunal to the case of Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, and the test for integrity that was espoused therein. Lack of integrity was an objective test and was satisfied where it was demonstrated that a Respondent had failed to steadily adhere to a moral code. Lord Justice Jackson in defining integrity stated that it connoted "adherence to the ethical standards of one's own profession" and that professionals such as solicitors were "expected to be even more scrupulous about accuracy than a member of the general public in daily discourse."

24.7.5 Mr Dunlop submitted that no solicitor acting with integrity would allow the Firm or a department within the Firm, and staff acting under supervision, to advance fraudulent claims. In doing so, the Respondents had breached Principle 2. Causing or allowing the Firm to pursue fraudulent claims was conduct that was plainly likely to diminish the trust the public had in the profession in breach

of Principle 6 of the Principles. In allowing fee earners to pursue fraudulent claims, the Respondents had failed to run their business or carry out their roles in the business effectively and in accordance with proper governance and sound financial and risk management principles in breach of Principle 8.

Dishonesty

24.8 Mr Dunlop submitted that the appropriate test for dishonesty was that formulated by Lord Hughes in Ivey:

> "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."

24.9 It was inconceivable that the Second Respondent was not aware of the fraudulent practices within the PI department; the fraud perpetrated was on such a large scale that he must have been aware of it.

24.10 He was put on notice of the frauds:

- By the letter dated 9 May 2013 from Acromas;
- By the letter dated 15 April 2014 from Admiral Insurance stating that the accident had been staged;
- By letters dated 27 August 2014 from insurance companies alleging that claims had been pursued by the Firm without instructions from clients.

24.11 Even after the receipt of the letters of 27 August 2014, 7 further fraudulent claims were submitted by the Firm. As detailed above, in the matter of Person I, a false injury claim was submitted the day before Person I had given any authority for the submission of any claim. Further, Person I had made it clear that he had not suffered any injury; the claim by the Firm alleged whiplash and soft tissue damage.

24.12 In relation to Person E, the Firm's file included two telephone attendance notes, the first of which was dated 20 March 2013 and purported to record her instructions. The second telephone attendance note was dated 17 April 2013 which purported to record instructions from Client E stating that she no longer wished to pursue the claim. Person E's witness statement directly contradicted the contents of both attendance notes. It was noted that no transcript of either of the calls was provided, despite the Firm having a system which recorded calls. The Respondents had not called LN to give evidence to confirm that those calls had indeed taken place. It was submitted that the telephone attendance notes had been concocted after the event to justify the filing of

the claim, in the knowledge that the Firm was not instructed. Had the Firm been instructed, it would not have paid the Insurer's expenses, but would have produced evidence of its instruction.

24.13 As regards the First Respondent, it was submitted that he must have been aware of the fraudulent practices of the PI department as:

- He was the senior managing partner in a two partner firm;
- He was responsible for litigation and the exemplified matters were all litigation claims;
- He was responsible for all complaints; and
- He was aware of the concerns of the insurers.

24.14 Had the Respondents been unaware of the Firm's fraudulent practices, they would have conducted an investigation in response to the insurers' letters. They failed to do so and allowed the practices to continue until at least November 2014. In its schedule attached to the Rule 5 Statement, the Applicant indicated that 109 of the 159 fraudulent claims detailed therein were made after the Firm received the letter of 9 May 2013. Furthermore, no disciplinary action had been taken against any senior members of staff.

First Respondent's Submissions

24.15 The First Respondent accepted breaching the Principles as alleged. As to whether the claims were fraudulent, he submitted that he did not and could not know if the claims were fraudulent as he neither conducted nor supervised any personal injury work. Whilst he had no involvement in the PI department, he was responsible for overall compliance.

24.16 He accepted that better systems should have been in place, and as the senior partner, it was his responsibility to ensure that the Firm's systems were adequate. He accepted the systemic faults within the department and his responsibility for those. He had made serious and consequential errors for which he had and would continue to experience regret and remorse. In his supplementary Answer the First Respondent explained that he ought to have acted more robustly and taken a more active role when he became aware of the difficulties within the department.

Dishonesty

24.17 The First Respondent denied that he had acted dishonestly. He accepted that the appropriate test was that detailed in Ivey. He submitted that he had no knowledge of the fraudulent claims at the time. Whilst he accepted his failings in terms of the systems employed at the Firm, this was not sufficient for a finding of dishonesty on his part. He stated that he was not aware of the letter of 9 May 2013 from Acromas, and that it was not shown to him by the Second Respondent. Whilst he was the partner responsible for dealing with complaints, this was not a complaint from a client and so was not brought to his attention. It was part of his failure, hence his admission, not to have created a clear policy to identify which letters he ought to see as the COLP. He stated that the

letter should have been shown to him, but that it had not been discussed with him by the Second Respondent. When it was put to him that it was completely implausible that the Second Respondent did not discuss this letter with him between the time that it was received and the time payment was made, the First Respondent explained that the Second Respondent ran the PI department and dealt with any issues arising.

24.18 The First Respondent submitted that he was unaware of any problems with the PI department until receipt of the insurer letters in August 2014. There had been no client complaints prior to that. As a result of those letters, the Second Respondent undertook an investigation and new policies and procedures were introduced.

24.19 The First Respondent was referred to his statement of 26 May 2017 given in the intervention proceedings, in which he stated that the investigation into the Firm by the SRA commenced on 18 December 2013, and that he "understood from [the FIO] that his visit was made as a result of reports to the SRA from insurers (rather than the firm's clients) in relation to personal injury matters but he did not discuss such matters in detail with me." It was put to him that his evidence in these proceedings that he was not aware of the reason for the investigation from the outset contradicted his previous evidence. The First Respondent explained that the letter sent to him by the SRA did not mention fraudulent claims. He had understood that it was to do with referral arrangements. His statement in the intervention proceedings had been incorrect. He had had a very short time to check that statement and this was an error. He did not accept that the statement detailed the true position of his knowledge which he now sought to deny having understood that the position adopted in the intervention proceedings fixed him with knowledge such that by doing nothing from 2013 onwards, he appeared to be dishonest.

Second Respondent's Submissions

24.20 The Second Respondent denied this allegation. During closing submissions it was accepted that, viewing the matter with hindsight and objectively, the Firm had pursued fraudulent personal injury claims as alleged. The Second Respondent accepted that things had gone "badly wrong" in the PI department. He did not accept that he had caused or allowed the Firm to pursue the claims that (as was accepted) were fraudulent. There was "malpractice" within the department that had occurred mainly in 2013/14 and was as a result of fee earners taking short cuts and failing to follow proper procedures. It was submitted that there were "wholesale breaches of procedures", and in particular that there was a "widespread failure on the part of staff handling claims to get written instructions from Clients to be able to properly progress the claims". Mr Williams submitted that it was not the Firm's policy to pursue fraudulent claims; when the Second Respondent became aware of improper practice, he took timely and appropriate steps to ensure there would be no re-occurrence. As regards the Category D fraud detailed above the Second Respondent dealt appropriately with the allegation once it had been brought to his attention. In his interview he explained that the Firm was reluctant to deal with the claim once the allegation of the matter being induced had been raised. The matter was raised by the Second Respondent with the client who no longer pursued the claim. In his evidence the Second Respondent explained that the client later returned to the Firm to resurrect the claim and was told that the Firm would not act for him. Mr Williams directed the Tribunal to the Second Respondent's second supplementary witness statement and the matter of Person I, who only became aware of the claim for personal injury on receipt of a letter from the Firm. This confirmed

that the Firm had a policy of independently verifying instructions from clients. As to the scale of the fraud, Mr Day accepted that of the 308 letters sent out in relation to claims submitted by the Firm, only 23 statements were obtained. This was less than 10% of the claims submitted to LV.

24.21 The Second Respondent accepted that he received the letter dated 9 May 2013 from Acromas. He investigated that matter and concluded that this was an isolated incident. In his evidence the Second Respondent explained that he disciplined the fee earner responsible and repaid the insurance company's investigation costs as the fault lay with the Firm. Mr Williams submitted that on the facts of the particular claim, the Second Respondent was entitled to come to the conclusion that he did at that stage, namely that the fee earner had not followed the Firm's established practice of only submitting a CNF after written instructions had been received from the Client.

24.22 Mr Williams submitted that it was noteworthy that none of the fraudulent files exemplified and relied on by the Applicant related to the period when the Second Respondent was the sole fee earner in the department. The fraudulent matters were all conducted by other fee earners in the Firm and occurred during the time when the department had expanded rapidly and had such a large volume of work that the Second Respondent was unable to properly supervise the claims and the staff.

Dishonesty

24.23 The Second Respondent denied that he had acted dishonestly. He submitted that he was not personally involved in any of the matters where any fraud occurred. Where matters were brought to his attention, he took appropriate action. In relation to the Person E matter, on receipt of the letter of 9 May 2013, he fully investigated the matters raised therein. As a result of his investigation he disciplined the fee earner responsible and paid the insurer's investigation costs.

24.24 On receipt of the letter of 15 April 2014, he spoke with the claimant about the allegations raised therein. When the claimant later returned to the Firm wishing to resurrect the claim, he refused to act. When the insurers' letters of 27 August 2014 were received, he investigated fully and produced a revised and more detailed list of processes and procedures for the department. He also took disciplinary action against those members of staff whose conduct had fallen below acceptable standards. There had been "wholesale breaches" of procedures by the staff in the PI department, however the Second Respondent had no knowledge of this at the time. As soon as any deficiencies in processing claims were brought to his attention, the Second Respondent took immediate remedial action. It was not the policy of the PI department or under the Second Respondent's instructions that matters were incorrectly processed. If the correct procedures had not been followed the Second Respondent ultimately had some responsibility for that as he was unable to monitor the work properly. However, this did not equate to dishonest conduct. He had, at all times, discharged his responsibilities to the best of his ability and had never compromised his professionalism.

The Tribunal's Findings

24.25 The Tribunal agreed that the appropriate test for dishonesty was that detailed in Ivey, and that the appropriate test for lack of integrity was that detailed in Malins.

24.26 The Tribunal found beyond reasonable doubt, that the exemplified matters were fraudulent. The Second Respondent's concession was entirely appropriate given the weight and nature of the evidence. Having determined that the matters were fraudulent, the Tribunal considered whether the Respondents, or either of them, had caused or allowed the Firm to pursue fraudulent claims, and whether their conduct was dishonest.

24.27 The First Respondent admitted allegation 1.1. There was no suggestion that the First Respondent was involved in the running of the fraudulent matters, and the Tribunal did not find that he had undertaken any casework in relation to the exemplified, or any, PI matters. The First Respondent did not need to have personally had conduct of the matters to recognise that the claims were fraudulent. The Tribunal found that the evidence in relation to the fraudulent nature of the claims was clear and overwhelming. The Tribunal determined that as the senior partner and COLP, he was responsible for, amongst other things, ensuring that proper procedures were in place and adhered to so as to prevent the Firm becoming involved in fraudulent transactions. He failed to do so and thus had caused and allowed the fraudulent transactions to occur. He had, quite properly, accepted those failures. Accordingly, the Tribunal found allegation 1.1 proved beyond reasonable doubt against the First Respondent on the facts and the evidence. The First Respondent's admission was properly made.

24.28 The Tribunal accepted that the First Respondent had very little to do with the PI department, and had no involvement in the management of the department. Whilst he had responsibility for recruitment of all members of staff, he left the supervision and training of staff in the PI department to the Second Respondent. The Tribunal did not find that as the senior partner, the First Respondent must have been aware of the fraudulent practices within the department. It was clear that whilst he was the designated complaints handler, the letter of 9 May 2013 was not seen by him at the time. The Tribunal accepted the First Respondent's evidence that whilst he was responsible for litigation, he had no involvement with the litigation claims in the PI department. The Tribunal did not consider that the First Respondent had knowingly turned a blind eye to the fraudulent claims, rather, he was completely unaware of the fraudulent practices. The Tribunal considered that reasonable and decent people, operating ordinary standards of honesty would not find that the First Respondent, who had no knowledge of the fraudulent activities, had acted dishonestly. Accordingly, the Tribunal did not find dishonesty proved against the First Respondent as regards allegation 1.1, and thus allegation 4.1 in this regard.

24.29 The Tribunal, as stated above, found that the Second Respondent's concession that the transactions were fraudulent was properly made. The Tribunal considered that as the head of the department, he was responsible for ensuring that the department was properly run and that fee earners were trained and adhered to any procedures in place. In considering whether the Second Respondent caused or allowed the Firm to pursue fraudulent personal injury claims, the Tribunal examined the Second Respondent's role and responsibilities in the exemplified matters. The Tribunal did not accept that the fraudulent claims were conducted by one or two errant fee earners. The evidence plainly demonstrated that this was occurring with a number of fee earners in the department, and was the widespread practice of the department. The Tribunal did not accept the Second Respondent's explanation that fee earners were simply making "mistakes", the number and frequency of the fraudulent claims pursued by the Firm

could not be put down to human error. There was clearly a practice of pursuing claims without any regard for clients' actual instructions.

24.30 Having considered all of the exemplified matters, the Tribunal, in this judgment, illustrates its findings mainly by reference to the matter of Person E. The Second Respondent accepted that he received the letter from Acromas of 9 May 2013. The Tribunal considered that the allegations raised in that letter put the Second Respondent on notice (if he was not aware before) that there were issues with the department. The Tribunal found it incredible that the Second Respondent did not show the letter of 9 May 2013 to the First Respondent; it was inconceivable that a letter alleging fraud on the part of the Firm was not brought to the attention of the senior partner. Whilst the First Respondent had accepted responsibility for not having proper procedures in place in that regard, the Second Respondent was the head of the PI department and it was his responsibility to bring matters of that nature to the First Respondent's attention. It was utterly implausible that his pride in the department and his desire to resolve any issues himself would have led him to not showing a letter with such serious allegations to the senior partner in the Firm. In the particular circumstances, any solicitor acting with honesty and integrity would have brought such correspondence to the attention of the senior partner. His investigation into the matter, if any investigation took place, was wholly inadequate. The Tribunal noted that no correspondence between the Firm and the insurance company in response to the letter of 9 May 2013 was produced. The Tribunal found that notwithstanding the Second Respondent's submission that as there was no written mandate from the client the Firm had "no legs to stand on", an honest solicitor would have either refuted the allegation of fraud (either by informing the insurance company that the client had indeed instructed the Firm and that the telephone attendance notes on the file would show that that was the case), or explained that it was an error on the part of one member of staff.

24.31 The Tribunal found the Second Respondent's evidence in relation to the Person E matter to be contradictory and unsatisfactory. The Second Respondent stated that he viewed the matter as an isolated incident which caused him no alarm; it was a breach of protocol by the fee earner. He also stated that he saw a need to "revise my procedures". When asked what steps he took to revise those procedures he reverted to its being a "one off" and a breach by "one file handler". The Tribunal determined that had the Respondent believed it to be a one-off mistake, he would not have seen any need to revise the procedures.

24.32 The Second Respondent also explained that the fee earner involved was disciplined. He provided no independent evidence in that regard. He did not explain that to the FIO, or in his response to the EWW, or in his statement in the intervention proceedings, or in his statement of 9 April 2018 in these proceedings. The first mention of any disciplinary action was in his first supplementary witness statement of 23 April 2018. The First Respondent, in his evidence, stated that he was not aware of the fee earner being disciplined. The Tribunal did not accept that the fee earner had received any disciplinary action, let alone a verbal warning in front of other staff and a formal written warning delivered by the office manager. It was implausible that in a firm the size of the Respondents' firm, members of staff would receive formal disciplinary sanctions without the senior partner being aware of those sanctions.

24.33 The Tribunal found that as the partner with responsibility for the PI department, the Second Respondent, in failing to properly supervise his staff and ensure that there were appropriate procedures in place, had caused and allowed the fraudulent claims to be pursued. He could not abrogate his responsibilities in that regard by blaming the failures on errant members of staff. The Tribunal determined that there was clearly a culture within the department of treating the CMCs as the client, and failing to have proper regard to the actual clients.

24.34 The Tribunal found that the Second Respondent had breached the Principles as alleged. He had set up the department and was the one responsible for training and supervising its staff. He had allowed a culture of "malpractice" to permeate the department and the way in which cases were dealt with. He had allowed staff to pursue fraudulent claims, and had failed to take appropriate action. A solicitor acting with integrity would not allow staff acting under his supervision to pursue fraudulent claims, and would have ensured that proper procedures were in place so as to protect clients' interests. A solicitor acting with integrity would not have allowed his department to put the interests of CMC's above those of the client, and would have ensured that CNF's were accurate and accorded with client instructions. The Tribunal found that it was clear that the Second Respondent had failed to act with integrity. Accordingly, it found beyond reasonable doubt that the Second Respondent had breached Principle 2 of the Principles. Allowing the Firm to pursue fraudulent claims on the scale that occurred in the Firm would diminish the trust the public placed in him and in the provision of legal services. Members of the public would not expect a solicitor to allow his firm to pursue fraudulent claims, particularly when he had been put on notice of potential fraud. Accordingly, the Tribunal found beyond reasonable doubt that the Second Respondent had breached Principle 6 of the Principles. Plainly the Second Respondent had failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles. The Tribunal noted that whilst the Respondents had produced the December 2014 Guidelines for staff in relation to the running of PI cases, they had not produced any documentation to show what the policy was before that date, or any evidence which demonstrated when that document had actually been created. The Second Respondent's explanation that he was not asked to provide it was not sustainable. He appeared before the Tribunal, in the knowledge of the allegations he faced. It was a matter entirely for him as to the documents he produced in his defence. The Tribunal found that the Second Respondent's failures demonstrated beyond reasonable doubt that he had breached Principle 8 of the Principles.

24.35 It was inconceivable that the Second Respondent did not know about the practices of the PI department. Those practices continued after receipt of the letter of 9 May 2013; over 100 fraudulent claims were submitted following receipt of that letter. On 15 April 2014, a third party insurer wrote to the Firm alleging that an accident was staged. The caseworker dealing with that matter was Person C who was the wife of Person B (Person B being the director of the company that owned the vehicle involved in the accident) and the sister-in-law of the claimant. The Second Respondent stated in his interview that following receipt of that letter the Firm was reluctant to pursue the claim, but that they "don't want to tell him that". The Second Respondent did not put any safeguards in place to prevent Person C from working on cases referred to the Firm by Person B, even though he was aware when Person C was recruited that she was married to Person B and that Person B referred work to the Firm. The Tribunal found

his evidence inconsistent. In cross-examination he stated that he was there to safeguard matters as he saw everything – letters out, instructions, etc. He also stated that as the work from Person B was negligible, it was not a particular source of tension for him, but that he had not taken the appropriate safeguards. When it was put to him that his evidence was inconsistent in that he had said both that he was supervising so there was no issue and also that it had not occurred to him that there was any issue, the Second Respondent sought to explain that it had not occurred to him to tell the supervisor of the department how to distribute the work. The Second Respondent's attempt to explain contradictory statements made by him in his oral and/or written evidence permeated his evidence before the Tribunal. The Tribunal also noted the Second Respondent failed, even after the letter of 15 April 2014, to prevent Person C from working on cases referred by her husband's company.

24.36 The Tribunal did not find the Second Respondent's evidence of his lack of knowledge of any fraudulent practices within the PI department to be credible. On the contrary, it found that at the minimum, even if he did not himself pursue fraudulent claims, he was fully aware of the practices of his department. The Tribunal considered that reasonable and decent people operating ordinary standards of honesty would find that the Second Respondent, in knowingly allowing his department to pursue fraudulent personal injury claims, had acted dishonestly. Accordingly, the Tribunal found allegation 1.1 proved beyond reasonable doubt, including that the Second Respondent's conduct had been dishonest. Thus allegation 4.1 against the Second Respondent as regards allegation 1.1 was proved beyond reasonable doubt.

25. **Allegation 1.2 - On dates between 5 November 2013 and 31 December 2015, the Respondents caused and/or allowed damages which should have been paid to the Firm's clients to be paid instead to third parties, without the clients' consent, and in doing so breached Principles 2, 3, 4, 5, 6, 8 and 10 of the Principles.**

Allegation 4.1 – The Respondents were dishonest in relation to allegation 1.2

Applicant's Submissions

25.1 There were 2 groups of cases where damages were paid to third parties without the clients' consent.

25.2 Person F

25.2.1 Person F was involved in a RTA on 25 July 2013. The client care letter addressed to Person F at her home address was dated 29 October 2013 and named the Second Respondent as the person responsible for her matter. On 5 November the Firm recorded in a telephone attendance note that a call was received from COMPANY C (a car rental company). The caller stated that person F was with him and that "she wants to authorise [the Firm] to send all her correspondence to [COMPANY C] and they will deal with her personal injury claim on her behalf". The fee earner recorded speaking with Person F and obtaining her verbal consent.

25.2.2 A medical examination was attended on 25 November 2013, attended by someone purporting to be Person F. A copy of the medical report was sent to Person F and COMPANY C. On settlement of the claim, the Firm received a cheque in the sum of £3,000 dated 20 December 2013. On 6 January 2014 the Firm sent a letter to COMPANY C enclosing a letter to the client and the cheque.

25.2.3 The real Person F instructed solicitors in November 2013. Those solicitors filed a claim on 11 December 2013. The solicitors were informed on 17 December 2013 that the claim had already been settled and payment made. The solicitors wrote to the Firm requesting a copy of the file, the client ledger and the Firm's authority to act. The Firm did not provide the requested documentation. On 9 March 2014, Person F's solicitors complained to the SRA. On 11 March 2014 the solicitors emailed the Firm stating that they had "contacted your offices on no less than four separate occasions and not once have we received the courtesy of confirmation of receipt of our emails".

25.2.4 Person F met with the FIO. She provided a statement in which she explained that:

- She did not sign the CFA contained on the Firm's file;
- She had not attended COMPANY C on 5 November 2013;
- She had not attended the medical appointment and had a letter from her employer confirming that she was at work on that date;
- She refuted the medical evidence used by the Firm to settle the claim. The details were incorrect, it did not refer to a previous whiplash injury and the driving licence used as proof of identity was false; and
- She had not received a cheque for damages.

25.2.5 The Respondents accepted that this was a fraudulent transaction. Mr Dunlop submitted that the First Respondent had caused or allowed this to happen for the same reasons detailed in relation to allegation 1.1. The Second Respondent had caused or allowed this to happen as he was the head of the PI department, the supervisor and trainer of the staff within the department and was the person named as being responsible for the case in the client care letter. Further, it was the Second Respondent who was responsible for the culture of the PI department in doing what CMC's wanted without properly checking with the client.

25.3 Clients 1, 2 and 3

25.3.1 Clients 1, 2 and 3 were involved in a RTA on 14 January 2015. The claims were being dealt with by Person B under the supervision of the Second Respondent. The claims were settled. Cheques dated 1 July in the sum of £2,800 for Client 1 and £2,300 for Client 2 were sent to the Firm. A cheque dated 2 June 2015 for Client 3 was sent to the Firm. All cheques were made payable to the clients.

25.3.2 Having not received his damages, Client 1 called the third party insurers who informed him that payment had been made to the Firm. In a letter dated 27 May 2016 addressed to the Second Respondent, Client 1 complained that he had been informed that the offer from the third party insurer had been for £2,800 but he had been informed by Person B that it was £2,300. Further, the cheque sent for him had been cashed but he had not received any of the compensation. A response to that complaint dated 24 June 2016 was sent to Client 1, but no copy of that was available. In a further letter to the Second Respondent dated 29 June 2016, Client 1 referred to the 24 June 2016 response. He reiterated that he had only instructed the Firm and no other company, and that he had not signed any consent allowing his damages to be paid to a CMC. He stated that "If you are insisting that you have the related paper work please provide me the copies (sic) of all the authorities and instructions signed by me." He alleged that the Firm was complicit in the fraud: "In our meeting I assured you that I didn't sign any paper work authorising anyone else to deal with my claim apart from [the Firm] but still my damages cheque was passed on to the claims company by the firm on the basis of some forged authorities which proves involvement (sic) of the firm with claim management companies and also backs my allegations against the firm."

25.3.3 In his statement, Client 2 explained that he was informed by the Firm that an offer of £2,300 was made. On 8 October 2015 he received a deposit into his account of £1,300. The deposit was made in Morden, which is where the Firm was located. He was told that he would receive the balance within 2 weeks. As a result of not receiving the outstanding amount, he made a complaint to the SRA. In his oral evidence Client 2 denied attending the Firm to collect his cheque, and denied that he had received a cash payment of £425.00. He also denied that the document produced by the Second Respondent (by way of an exhibit to the statement of Person B) was genuine. The document, purportedly signed by Client 2 authorised the release of his compensation payment to CMC D and confirmed receipt of £425 in cash. That cash payment was not reflected in the Firm's ledger. Mr Dunlop submitted that the only conclusion to be drawn was that the authorities (produced for the first time the week prior to the hearing) were forged by, or with the awareness of the Second Respondent, to defend the Firm against Client 2's complaint that he was not paid all he was due.

25.3.4 In his statement, Client 3 confirmed that he had not received any of the compensation monies due to him. The documentary evidence demonstrated that Client 3's cheque was sent to the Firm, and the Firm's file contained a letter addressed to Client 3 enclosing the cheque. Client 3 complained to the SRA. Mr Dunlop submitted that whilst no significant weight could be placed on Client 3's statement as he had not attended to give evidence, the Tribunal could rely on the evidence of Clients 1 and 2 and the oddities in the documentary evidence to conclude that Client 3 was also deprived by the Firm of his damages.

25.3.5 When the FIO examined the file, there was no documentary evidence that any of Clients 1, 2 or 3 had consented to the payment of their cheques to CMC D. There were, however, letters addressed to the clients enclosing their cheques. It

was not disputed that the cheques were given to Person B, the director of CMC D.

25.3.6 Between the interviews of 25 July and 8 August 2016, the First Respondent sent the FIO an authority purportedly signed by Client 1, authorising the release of his compensation payment to CMC D. Client 1 denied signing the authority. In the interview of 8 August 2016, the FIO asked where the authority had come from as it was not on the file when he had last inspected it. The Second Respondent explained that a letter had been received from Client 1 requesting copies of the signed authority. Whilst it may not have been on the file seen by the FIO, it was in the compliance folder. When asked to provide the original signed authority, the Second Respondent stated that he would look for it. That original authority was never produced. The Second Respondent, in his oral evidence, was unable to explain why the original authority was not provided. In his statement dated 26 May 2013, produced for the intervention proceedings, the Second Respondent stated that the authority "was seen by [the FIO] on the first visit, but on the second visit the signed authority was claimed to be missing by [the FIO]. We do not believe that this was the case..." In an email to the Applicant dated 24 August 2016, the Second Respondent stated: "During our first meeting with [the FIO] when [Client 1's] authority was not available on the file I informed [the FIO] that I had myself seen the original on the file. It was shown to [Client 1] during his visit to our office in March 2016 ... On 29th June 2016 the client requested that he wanted the copy of his "authority to release the cheque to be given" to him so he can match the signature with other signatures. The office manager took the authority from the file to send it to the client ... Unfortunately, since that time, neither my staff or (sic) I can trace the original on the file. Whilst I am clearly not certain, I can only assume that (sic) original was sent to the client to match his signature on client's request..." It was put to the Second Respondent that his statement in the intervention proceedings was untrue; he knew that the original was not on the file when it was seen by the FIO. The Second Respondent explained that he would assume that all the documents were on the file. He had seen and shown the original to Client 1. He was unable to confirm if and when the original was removed from the file. He could only assume that the original had been sent to Client 1 in error as "we do all make mistakes".

25.3.7 Mr Dunlop submitted that no solicitor acting with integrity would allow the Firm or the department they ran to pay out clients' damages to third parties without the client's consent. The fact that the monies were paid to CMC's from whom the Respondents stood to gain was an aggravating factor. The Respondents had allowed their independence to be compromised by the relationship they developed with CMC's, who were treated as the real clients because of the work they could bring to the Firm and the personal connection that the Second Respondent had with Person B.

25.3.8 Paying clients' damages to third parties without the client's consent was clearly not conduct that was in the best interests of the client, did not protect client monies and did not provide the client with a proper standard of service. Such action was bound to diminish the trust the public placed in the Respondents and the provision of legal services. By allowing monies to be paid away in that

manner, the Respondents had failed to run their business or carry out their roles in the business effectively and in accordance with proper governance and sound financial and risk management principles.

Dishonesty

25.4 The Respondents' actions in relation to allegation 1.2 were dishonest. There were three fake letters on the Firm's file purporting to send the cheques to Clients 1, 2 and 3 in the post when it was agreed that none of the cheques were posted. Had the cheques been given to Person B without the awareness of the Respondents, they would have investigated the matter thoroughly. If it transpired that it was Person C who had given the cheques to Person B, they would have dismissed her for gross misconduct, paid the Clients the sums they were owed and apologised. Instead they attempted to cover up the Firm's dishonesty. Mr Dunlop submitted that this suggested that the Respondents were aware all along such that they were complicit in the fraud.

25.5 In particular, the Second Respondent asserted that he had seen the original authority signed by Client 1 when no such authority existed. In his statement in the intervention proceedings he stated that the authority had been on the file when the FIO first saw the file; he knew that this was not true. He provided in both his oral and written evidence implausible explanations as to why the authority was not on the file. Further, after it was produced, the Second Respondent provided implausible explanations as to why the original could not be found.

25.6 Shortly before the hearing, and as an exhibit within his own exhibit, the Second Respondent produced authorities said to have been signed by Client 2. Client 2 did not accept that he had signed them.

25.7 The First Respondent could be said to have been dishonest as he was aware of Client 1's complaint when it was raised in the interview with the FIO. He informed the FIO that the cheque was paid according to signed written instructions. He also emailed the forged authority to the FIO. Mr Dunlop submitted that there were only 2 logical possibilities: either he was "very gullible" and believed every word he was told by the Second Respondent, or he knew he was assisting in a dishonest cover up.

25.8 As regards the Person F matter, the Second Respondent must have known at the time the claim was being advanced that it was fraudulent, or at the very least dubious. He was the partner responsible for the claim and was named as such on the client care letter. Neither he, nor anyone else at the Firm, ever met Person F. It was extremely unlikely that Person F would want a car hire company to receive all of her correspondence, including the cheque for her damages. Even so, the Second Respondent allowed a cheque for Person F's damages to be sent to Company C on the strength of (a) assurances allegedly provided by a person telephoning from the offices of Company C and (b) documents provided by Company C. It was submitted that the only possible conclusions to be drawn were that:

(i) The Second Respondent was aware of the fraud and permitted it to happen so that the Firm would receive costs and potentially more referrals from Company C;

(ii) The Second Respondent turned a blind eye to the possibility of fraud as the Firm would receive costs and potentially more referrals from Company C;

(iii) The Second Respondent was manifestly incompetent in failing to notice the risk of fraud. In circumstances where Company C had both initiated the claim and received the damages cheque, the Second Respondent was under an obligation to ensure that he or another member of staff at the Firm had met Person F and confirmed her identity.

25.9 Although there was no evidence to indicate that the First Respondent was aware of the fraud at the material time, he must have become aware in or around March 2014 when Person F's solicitors complained to the Firm.

First Respondent's Submissions

25.10 The First Respondent partially admitted allegation 1.2. He did not cross-examine Clients 1 and 2. He stated that he had no involvement with any of the matters, save that he approved a letter in response to Client 1's complaint. That was some time after the damages cheque in respect of that matter had been dealt with, and before the matter was raised by the FIO. The First Respondent's admission was, similarly to allegation 1.1, based on the systemic failures for which he was responsible. As the COLP he should have had guidelines or procedures in place to deal with the transmission of damages cheques which could have flagged any issues and which would require more considered decision making. He also accepted that he ought to have become more involved in the matter relating to Clients 1, 2 and 3 and "perhaps recognised that the Second Respondent was perhaps too close to the situation." He accepted that as the COFA, he had overall responsibility for the financial administration of the Firm. The failings that occurred took place within the accounting and administration systems that were supervised by him. Accordingly, he admitted allegation 1.2 to the extent that he had failed in his duties as the COLP and COFA; his culpability was restricted to his failings in those roles.

Dishonesty

25.11 The First Respondent denied dishonesty. As regards his sending the authority being an indicator of dishonesty, the First Respondent submitted that he was the main point of contact at the Firm for the FIO, and the majority of the documents sent by the Firm to the FIO were sent by the First Respondent. In cross-examination the FIO confirmed that as the senior partner, the First Respondent was the conduit through which information was sent, and that the First Respondent had sent in all documents received by the FIO.

25.12 During cross-examination, the First Respondent confirmed that he was not aware of the matter relating to Person F at the time, and had not seen or dealt with any of the correspondence received from her solicitors. The failure by the PI department in not showing him the correspondence or informing him of the issues was a systems failure for which he accepted responsibility. Mr Dunlop referred the First Respondent to his statement in which he explained that in respect of Person F "the First Respondent was aware that an incident had taken place, but as the matter was being handled by … a solicitor in the Firm, the Second Respondent as supervisor dealt with any investigation

and attempted resolution of the matter." Mr Dunlop submitted that this was the First Respondent's admission that he was aware of the matter. His oral evidence, in which he stated that he was not aware was a defence mechanism to distance himself from any knowledge. The First Respondent could not say when exactly he did become aware, but he was aware of the matter at some point and understood it was being dealt with by the solicitor with conduct and the Second Respondent.

25.13 As regards the First Respondent's comment in the interview that Client 1 had signed an authority, the First Respondent explained that he had simply re-iterated what had already been explained by the Second Respondent. It was erroneous for the Applicant to reach the conclusion that the First Respondent was dishonest based on this single comment that had been taken out of context.

Second Respondent's Submissions

25.14 The Second Respondent denied this allegation. The Second Respondent accepted during his interview with the FIO that the Person F matter involved a fraudulent identification claim. The fraudulent use of Person F's identity was not known by the Firm, which had complied with all procedural requirements. By the time the matter had been brought to the Second Respondent's attention, the fraud had already taken place.

25.15 As regards Client 1 and 2, he did not accept that the Firm had no authority to pay damages to a third party; he relied on the authority signed by the Client 1, authorising the Firm to pay his compensation to CMC D, and the authorities signed by Client 2 authorising the Firm to pay his damages to CMC D and confirming that he had received an interim payment of £425. Client's 2 and 3 had attended the office with Person B and collected their damages cheques in person, albeit that Client 3 remained in the car outside the office. In his witness statement of 9 April 2018, the Second Respondent stated that the claims of Clients 1, 2 and 3 were baseless with intent to defraud the Firm for the following reasons:

- The clients were all travelling together in the same vehicle which was owned by Person B;
- Clients 1 and 3 were employed by Person B;
- Whilst Client 1 denied he had instructed CMC D, his claim was introduced to the Firm by Person B, the director of CMC D;
- Clients 1 and 2 did not contact the Firm until several months after the settlement of their claims. In that period the Second Respondent had met with Client 3 numerous times in relation to a separate matter;
- Only Client 1 had complained to the Firm;
- He met with Client 1 to discuss the matter. He informed Client 1 that he would contact the CMC and request the return of his money. If the CMC failed to do so, he would take legal action. He also explained to Client 1 that if so instructed, he would contact the third party insurer and request that they seek to recover the

damages from the CMC for banking an unauthorised cheque. Client 1 did not get back to the Second Respondent and instead made a complaint against the Firm.

25.16 The Second Respondent noted that Clients 2 and 3 did not complain to the Firm. He asserted that each of Clients 1, 2 and 3 had accepted cheques from the CMC. He relied on the exhibit to the statement of Person B which included copies of 3 cheques dated 11 and 25 November 2013 and 23 January 2014, made out to Client 1 from Person B. He also asserted that Client 3 took him to Gatwick Airport during the Easter holidays in 2017, after having provided a witness statement to the FIO. Further, Client 1 was living at the cab office owned by Person B, contrary to what was said by Client 1 in his witness statement.

25.17 Mr Williams submitted that the claims of Clients 1, 2 and 3 were anomalous and different to the other matters that were investigated. The FIO accepted that this was the case. The key feature was that the 3 clients were known to each other and Clients 1 and 3 were known to the Second Respondent. It was submitted that Clients 1 and 2 were clearly not independent witnesses. It was accepted that as the Second Respondent had elected not to call Person B, very little weight could be given to his evidence. However, the totality of the evidence was clear. It would seem that the Second Respondent and the Firm were caught in the middle of other parties' various monetary disputes. In his evidence the Second Respondent explained that Client 3 owed money to Person B for the purchase of a business, and that Client 1 had been borrowing money from Person B. When Person B refused to lend Client 1 any more money, Client 1 brought the claim, and encouraged Clients 2 and 3 to do the same. The cheques exhibited to the statement of Person B were evidence of the monies Person B had been loaning to Client 1.

25.18 Mr Williams submitted that in all the circumstances, the Tribunal should exercise very real caution before relying on the evidence of the Clients 1, 2 and 3. He highlighted the evidence given by Client 1 during cross-examination in relation to the three cheques paid to him by Person B. When asked about the cheques, Client 1 explained that the money was given to him for him to pay to others. When he spoke to Person B about his compensation, he was told that the money had not yet been received, not that the money had been retained as he owed Person B money. He stated that he had all the messages on his phone that would prove that he did not owe any money to Person B. When asked by the Tribunal if he accepted that the cheques had been paid to him, Client B re-iterated that those monies were paid to him for him to pay others. Mr Williams submitted that Client 1's evidence on this point was implausible and not credible.

25.19 As regards Client 2, it was the Second Respondent's case that he was asked by Client 1 to make a complaint in order to support his own complaint. Further, there was no evidence from any expert witnesses as regards the signatures on the authorities said to have been signed by Clients 1 and 2, nor was there any expert evidence as to whether those signatures had been copied onto the documents. It was to be noted that Client 2 accepted that what appeared to be a "floating" signature on a document was his genuine signature and he accepted that the document had been signed by him. This was not dissimilar to the "floating" signatures on the documents he claimed not to have signed.

25.20 The evidence of the Second Respondent in relation to Clients 1, 2 and 3 allegedly not receiving their cheques and/or all their damages compensation, was that when he realised there was a problem, he tried to mediate on behalf of all parties. Person B, Client 1 and Client 3 were all known to the Second Respondent.

25.21 Mr Williams submitted that although the Tribunal may have wanted to hear from Person B (whose evidence, given that he had not attended, was of limited weight and probative value), the burden was on the Applicant to prove all material facts to the requisite standard. It was submitted that, looked at in the round and holistically, the evidence called by the Applicant on this issue was very mixed and generally unreliable, and should be rejected on the basis it might not, in all the circumstances, be true.

Dishonesty

25.22 The Second Respondent denied dishonesty. He may have been named in the client care letter as the person mainly responsible for the Person F matter, but this was an error. The claim was being conducted by a solicitor who should have been named as the person with conduct of the case. Even as the supervisor of the matter, he would not have been able to discover that Company C had provided false identification documents and that a medical report had been produced without seeing the real client. As he was not personally involved in the matter, he could not do anything to prevent the identity fraud. He noted that no claim had been brought against the Firm by Person F. He asserted that in this instance the Firm had been the victim of fraud. Following his interview with the FIO, the Second Respondent reported the fraud to the NCA.

25.23 As regards Clients 1, 2 and 3, the cheques were paid out on the signed authority of the clients. The letters on the file sending the cheques out were standard letters and were not amended when clients attended the office to collect their cheques. Whilst it may have been better to mark the letters such that it could be seen that the cheques were collected, that was not the practice of the PI department. He had seen the original authority of Client 1 located on the file, and had shown that original to Client 1 when he attended the office in March 2016. All three clients had attended the office to collect their cheques, in company with Person B. As to how the cheques were cashed, and what proportions were paid to Person B, he was not aware. The Firm had acted entirely properly when it gave the cheques to the clients.

The Tribunal's Findings

25.24 Both Respondents admitted that the Person F transaction was fraudulent, and that payment was made to Company C without Person F's consent. The Tribunal determined that the compensation received by the Firm for Clients 1, 2 and 3 had been paid to third parties without their consent. The Tribunal accepted that Client 1 discovered that his payment had been received by the Firm but not passed onto him when he telephoned the third party insurer. It accepted that Client 2 had not attended the Firm to collect his damages cheque, had not received an interim payment of £425, and had only received a portion of the damages due. The Tribunal accepted their evidence that they had not signed the authorities purporting to authorise the payment of their damages to CMC D. The Tribunal found that Client 3 had not received his damages. The Tribunal found beyond reasonable doubt that damages which should have been paid to the Firm's clients were instead paid to third parties without the

clients' consent. The Tribunal then considered whether the Respondents had caused or allowed those payments, and whether their conduct was dishonest.

25.25 As the senior partner, COLP and COFA, the First Respondent was responsible for ensuring that proper systems were in place so that the Firm did not pay out clients' damages to others without the client's consent. In failing to ensure that appropriate systems and procedures were in place, the First Respondent had caused and allowed those improper payments. Accordingly, the Tribunal found allegation 1.2 proved beyond reasonable doubt on the facts and the evidence. The Tribunal found that the First Respondent's admission to this allegation was properly made.

25.26 The Tribunal did not accept that because the First Respondent seemed to be aware of Client 1's complaint during his interview, he knew of the improper payment at the time it had occurred. Further, the Tribunal did not find that because the First Respondent had sent the authorisation purportedly signed by Client 1 to the FIO, that he was aware that the authorisation was not genuine. Nor did it demonstrate that he was complicit in a dishonest cover up. The FIO confirmed in his oral evidence that all documentation had been sent to him by the First Respondent as the senior partner of the Firm. The Tribunal accepted that the First Respondent only became aware of the Client 1 matter when he approved a letter in response to Client 1's complaint. The Tribunal found that the First Respondent was not aware of the Person F matter until the letters from her solicitors were received at the Firm. The Tribunal determined that the First Respondent was not aware of the improper payments when they were made; he did not turn a blind eye to the making of improper payments. The Tribunal determined that reasonable and decent people operating ordinary standards of honesty would not find that the First Respondent, who had no knowledge of the improper payments, had acted dishonestly. Accordingly the Tribunal did not find dishonesty proved against the First Respondent in respect of allegation 1.2 and thus allegation 4.1 was dismissed in this regard.

25.27 The Tribunal, as detailed above, considered that as the head of the department, it was the Second Respondent's responsibility to ensure that proper and appropriate procedures were in place. This extended to the payment to clients of their damages. In failing to ensure that those procedures were in place, the Second Respondent had caused and allowed damages to be paid to third parties without the client's consent.

25.28 When being cross-examined on the Person F matter the Second Respondent was asked whether he was mainly responsible for what happened to which he replied "towards the client, yes". He agreed that the telephone "consent" ought to have raised alarm bells. The Second Respondent stated that had he been aware of the telephone call he would have taken further action and that the fact that all of the identification documents and everything else came through Company C was alarming. When it was put to the Second Respondent that the payment of the cheque took place 2 months after the call, the Second Respondent explained that he was not the person with conduct of the case and that he "might never have noticed this file until the complaint".

25.29 As regards Clients 1, 2 and 3, the Tribunal noted that in his interview of 25 July 2016, the Second Respondent, when asked about the cheques, initially stated that he gave "one of them" to CMC D. That was the cheque belonging to Client 1, and it was given to CMC D "on client's instructions". He then explained that the Clients had told him

to call them when the cheques arrived and had instructed him not to post them. The Second Respondent continued that Client 2 came to the office with Person B "and collected both cheques, well three cheques rather I think". He also confirmed that the person working on the claims was Person C, the wife of Person B. When asked in cross-examination who gave the cheque(s) to Person B, the Second Respondent stated that he did not know. When it was put to him that in his interview he stated that he had given the cheque to Person B, the Second Respondent explained that he was being addressed in the capacity of the company and not personally. As regards the collection of the cheques, the Second Respondent explained that there was a red bay in front of the office. All of the clients attended the office and Person B and Client 1 came in to collect the cheques. Client 3 waited outside in the car. Given that response, the Second Respondent was asked to explain why he had stated earlier that he did not know who had given out the cheques. He explained that he had spoken to Clients 1 and 3 and Person B so he was now able to provide more detail as to what happened. The Tribunal noted that in the statement of Person B, upon which the Second Respondent relied, it was stated that Client 1 gave his compensation cheque to Person B. There was no suggestion in that statement that Person B had attended the Firm's offices and collected the cheques there.

25.30 The Tribunal found the Second Respondent's evidence in this regards to be entirely inconsistent and incredible. It was highly unlikely that when answering for the Firm he would say "I". During his evidence it was clear when he was referring to actions he had taken himself, when he would state "I", and those taken by the Firm when he would state "We". He had provided differing versions of the number of cheques collected and who attended to collect those cheques. As regards his evidence in relation to the purported authority, it was inconceivable that the original was accidentally sent to the client such that it could not be produced when requested. Again, his evidence was inconsistent in that regard. The Tribunal did not accept the Second Respondent's explanation that letters would be created as if the cheque had been posted in circumstances where the cheque was to be collected. The Tribunal noted that in his interview he intimated that the Clients had been called to inform them of the arrival of their cheques, whilst in his evidence he suggested that the Clients, or one of them, had called the Firm and been informed that their cheques had arrived. The Tribunal noted that the letter to Client 3 from the Firm was dated 5 June 2015, with the cheque being dated 2 June 2015. The cheques to Clients 1 and 2 were dated 1 July 2015, which was approximately 4 weeks after the letter from the Firm to Client 3. The Tribunal found it implausible that, having written to Client 3 on 5 June 2015, the Firm was still in possession of his cheque in July 2015, such that all 3 cheques were collected at the same time.

25.31 During cross-examination the Second Respondent stated that he had shown Client 1 his signed authority during their meeting in March 2016. It was suggested that this was not consistent with the letter written by Client 1 of 27 May 2016. He was asked why no letter in response had been located. The Second Respondent stated that that letter had not been received by the Firm; Client 1 first complained to the Legal Ombudsman. He was then directed to Client 1's letter of 29 June 2016 which referred to "my complaint letter of 27th May 2016 and your response dated on 24th June 2016". He was asked whether that was fabricated, to which he replied "I said there should be a response. If there was no response then the letter was not received". When asked again why the letter of 24 June 2016 had not been provided, the Second Respondent replied

that had the FIO requested the letter, it would have been provided. The Tribunal found this evidence to be inconsistent and contradictory.

25.32 The Tribunal noted that it was during his cross-examination that the Second Respondent submitted that Client 3 had been waiting outside in the car, and that the Second Respondent was present when Client 3 had agreed to allow an adjustment from his compensation claim in order to pay Person B the money owed to him. This had not been raised by him in any of his witness statements, nor was it raised by Person B in his witness statement. The Tribunal determined that the Second Respondent's evidence in this regards was not credible and was a fabricated justification for his conduct.

25.33 The Tribunal found that the Second Respondent had breached the Principles as alleged. No solicitor acting with integrity would allow damages to be paid to third parties without the client's consent. Further, having paid away those damages without consent, a solicitor acting with integrity would not try to justify those improper payments by the production of documents purportedly signed by clients authorising those payments. The Tribunal accepted the evidence of Clients 1 and 2 in regards to the authenticity of the authorities. The Tribunal found beyond reasonable doubt that the Second Respondent had failed to act with integrity in breach of Principle 2. He had also allowed his independence to be compromised based on the relationship he had with Person B and CMC's. As the Tribunal detailed above, the PI department, led by the Second Respondent, had a culture of treating the CMC's as the real client. The Second Respondent put those relationships above his duties and obligations to his clients. The Tribunal found beyond reasonable doubt that in allowing his independence to be compromised the Second Respondent had breached Principle 3 of the Principles. That he had failed to act in the best interests of his clients, failed to provide a proper standard of service to his clients and failed to protect client monies was evident, and the Tribunal found beyond reasonable doubt that the Second Respondent had breached Principles 4, 5 and 10 of the Principles. Such conduct would clearly diminish the trust the public placed in him and in the provision of legal services. Members of the public would not expect a solicitor to pay client monies away to third parties without first obtaining the client's consent. Such conduct, the Tribunal found beyond reasonable doubt, was in breach of Principle 6 of the Principles. That he had failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles was plain, and the Tribunal found beyond reasonable doubt that the Second Respondent had breached Principle 8 of the Principles.

25.34 The Tribunal determined that the Second Respondent was not aware of the identification fraud at the material time, and that he became aware when complaints were made by Person F's solicitors. The Tribunal found that reasonable and decent people operating ordinary standards of honesty would not find that the Second Respondent, who had no knowledge of the fraud at the material time, was dishonest. Accordingly the Tribunal dismissed allegation 4.1 in this regard.

25.35 The Tribunal found that not only was the Second Respondent's evidence as regards Clients 1, 2 and 3 unsatisfactory and contradictory, it was also untruthful. He had provided differing versions as to who was present when the cheques were collected. Initially it was Client 2 that had attended the office. Later he stated that it was Client 1 that attended with Client 3 waiting outside in the car. His account as to why he had

been unable to find the original authority signed by Client 1 was extraordinary. He had sought to rely on the purported authorities of Client 2, as exhibited to Person B's statement. He accepted during cross-examination that these authorities were not on the file when he checked it. The Tribunal found that it was inconceivable that such authorities, if they existed at the time, would not be on the file. When no authority could be produced as regards Client 3, the Second Respondent, for the first time, explained that Client 3 was also present when the cheques were collected. To justify the payment of Client 3's damages to Person B, the Second Respondent, again for the first time, explained that he was present when Client 3 agreed that Person B could have the damages in settlement of a debt. This was not only new evidence, but was not corroborated by the statement of Person B whom it was said the debt was owed to, and on whom the Second Respondent relied. He sought to distance himself from the 24 June 2016 response to Client 1, stating that the original complaint of 27 May 2016 had not been received. When it was pointed out that his response was referred to in Client 1's letter of 29 June 2016, he amended his answer to stating that there should have been a response, but if there was none then the letter had not been received.

25.36 The Tribunal found that the Second Respondent's evidence in relation to Clients 1, 2 and 3 was plainly untrue. The Tribunal determined that the Second Respondent was aware that their damages cheques had been improperly paid to Person B in that they were given to Person B without the clients' consent. Reasonable and decent people operating ordinary standards of honesty would find that the Second Respondent's conduct, in knowingly causing and allowing damages which should have been paid to Clients 1, 2 and 3 to be paid instead to third parties, was dishonest. Accordingly, the Tribunal found beyond reasonable doubt that the Second Respondent's conduct as regards Clients 1, 2 and 3 was dishonest. To that extent, allegation 4.1 was found proved.

26. **Allegation 1.3 - On dates between 1 January 2011 and 31 December 2014 they caused and/or allowed victims of road traffic accidents to be harassed or misled about why they should pursue personal injury claims, and in doing so breached Principles 2 and/or 6 of the Principle.**

Applicant's Submissions

26.1 There was no dispute that a number of people involved in RTA's, and on whose behalf the Firm purported to act, were harassed and misled into making personal injury claims. Whilst some of those people stated that the caller harassing or misleading them was from the Firm, Mr Dunlop accepted that this was not sufficient, to prove beyond reasonable doubt, that the caller was actually from the Firm. The schedule attached to the Rule 5 statement contained:

- 22 cases in which individuals were cold-called with the caller trying to persuade or pressure them into bringing a claim;

- 7 cases where individuals were misled by being told there was a government scheme whereby victims of RTA's could be compensated for stress and inconvenience even if they were not injured and/or they had to make an injury claim by law (neither of which were true);

- 15 cases in which individuals were advised that they were entitled to claim for stress and inconvenience even if they were not injured.

26.2 Mr Dunlop submitted that the Respondents caused or allowed victims of RTAs to be harassed and misled as:-

- The Respondents knew that the CMCs were getting paid for these referrals out of clients' damages. As there would be no reason for anyone to agree to pay the CMC a fee for an introduction to a firm when they could call one for free, it was unlikely anyone would agree to such an arrangement had they not been harassed or misled. The Firm should have been on notice that anyone referred to them from a CMC after the introduction of LASPO was either naïve or had been misled. The Respondents ought to have ensured that that was not the case.

- CMC A and CMC B clearly used these disreputable tactics of harassing and lying to people, in many cases. It seemed incredible that the Respondents never became aware that this was how they were getting the referrals. Their use of these techniques was so prevalent that it was totally implausible that not one of these many clients who were harassed or misled in this way said to the Firm: 'I was not injured but I was told about getting damages for stress and inconvenience'.

- The SRA investigation into the Firm began in December 2013. The Respondents were told that the investigation related to referral arrangements. It was implausible that given the nature of the investigation the Respondents made no enquiries or that they did not discover the practice employed by CMC A and CMC B.

- In August 2014 the Respondents received warning letters from 4 different insurers about what was going on in the Firm, specifically warning the Firm about CMC B's tactics of harassing and misleading members of the public. Had the Respondents acted properly, they would have suspended all arrangements with the relevant referral companies pending an investigation.

- The Respondents did not suspend their work with CMCs. The Second Respondent admitted that they continued the relationship with CMC B until around November 2014. The result was that members of the public like Person I were harassed and misled. The harassment and misleading of Person I took place at the end of November 2014, over 3 months after the Respondents had warning in the clearest terms of what CMC B was doing. The Respondents could be said to have caused or allowed his harassment, even if not the clients before August 2014.

- The Second Respondent had made numerous inconsistent statements, e.g. stating that CMC B had referred 11 cases when that was demonstrably not the case.

First Respondent's Submissions

26.3 The First Respondent denied this allegation. He submitted that the CMCs had their own private arrangements with clients prior to the client instructing the firm. Clients entered into arrangements with CMCs for a number of reasons; those arrangements were not uncommon. It was not logical to suggest that the arrangement with a CMC was of itself sufficient to trigger a belief that clients had been harassed or misled.

Further, there was no evidence that the First Respondent knew this to be the case. Whilst the First Respondent accepted that the response of the Firm to the insurers' letters of 27 August 2014 might have been quicker, the fact remained that an investigation did take place by the Second Respondent and the result of that investigation was that the Respondents together took decisive action in ceasing any further referrals from the relevant CMCs. It was not accepted that any delay was sufficient to demonstrate that the Respondents allowed this practice to happen. The letter from the Applicant commencing the investigation stated that the investigation related to referral arrangements. It was difficult to see how the Firm could be on notice from the SRA's letter that clients were being misled or harassed.

Second Respondent's Submissions

26.4 The Second Respondent denied this allegation. He had no knowledge of the tactics employed by the CMCs. Further, there was no evidence that the techniques complained of were utilised by anyone employed in the Firm. The FIO confirmed in his oral evidence that there was no evidence that the Firm had been cold-calling clients. The Second Respondent had listened to a sample of the calls made by the CMC's. Mr Dunlop had conceded that it was possible that the CMC's had filtered the calls that they passed to him to listen to.

The Tribunal's Findings

26.5 The Tribunal found that there was no evidence to show that either Respondent was aware of the nature or content of the calls to clients in which they were harassed or misled by the CMC's. The Tribunal did not find that the referral from a CMC ought, in and of itself, to have put the Respondents on notice of any malpractice. The CMCs were MOJ regulated, and were not banned after the introduction of LASPO. There was also no evidence that prior to the insurers' letters of 27 August 2014, any client had informed the Firm of what they had been told by the CMCs in relation to claiming for distress and inconvenience.

26.6 Accordingly, given that there was no evidence in support of the allegation, the Tribunal did not find allegation 1.3 proved and dismissed that matter against both the First and the Second Respondents.

27. **Allegation 1.4 - On dates between 1 January 2011 and 31 December 2015 they failed adequately or at all to supervise agents and employees acting on behalf of the Firm in personal injury claims and in doing so breached Principles 3, 4, 5, 6 and 8 of the Principles and Outcomes O(7.2), O(7.3), O(7.4), and O(7.8) of the Code.**

Applicant's Submissions

27.1 The Respondents failed to properly supervise their staff, resulting in breaches of the Principles and the Code:

- In order to act in the best interests of clients, the Respondents needed to ensure that the work of employees for whom they were responsible was properly supervised;

- A proper standard of service to clients required adequate supervision of employees;

- The serious supervision failures within the Firm was likely to undermine the trust placed in the Respondents and the provision of legal services;

- In failing to adequately supervise employees the Respondents had (i) failed to run their business or carry out their roles in the business effectively and in accordance with proper governance and sound financial and risk management principles; (ii) failed to have effective systems and controls in place to achieve and comply with all the Principles, Rules and Outcomes and other requirements of the Handbook; (iii) failed to identify, monitor and manage risks to compliance with all the Principles, Rules and Outcomes and other requirements of the Handbook and to address the issues identified; (iv) failed to maintain systems and controls for monitoring the risks to money and assets entrusted to them by clients and others, and to take steps to address issues identified; and (v) failed to have a system for supervising clients' matters, to include the regular checking of the quality of work by suitably competent and experienced people.

27.2 Both Respondents admitted allegation 1.4.

27.3 The Tribunal found allegation 1.4 proved beyond reasonable doubt on the facts and evidence in relation to both the First and the Second Respondents. The Tribunal determined that the admission of the Respondents was properly made.

28. **Allegation 2.1 - On or about 13 March 2015 the First Respondent provided misleading information to the Firm's insurer, and failed to disclose information he should have disclosed, about how the Firm came to act in the conveyance of a property part-owned by Client 4's wife without her consent and in doing so breached Principles 2, 6 and 8 of the Principles.**

Allegation 4.2 – the First Respondent was dishonest as regards allegation 2.1

Applicant's Submissions

28.1 On or around 21 March 2014, Client 4 and a person purporting to be his wife met with Person A, a solicitor, who was known to the First Respondent. Client 4 and his 'wife' instructed that they wished to sell their property. The matter was referred by Person A to the First Respondent. The attendance note dated 21 March 2014 provided by Person A to the First Respondent indicated that Person A had seen passports and utility bills as proof of identity. Client 4's 'wife' had explained that "she is habitually resident in Nigeria and will require her husband to be the main contact person and that he has her authority to exchange contract (sic) and receive the proceeds of sale".

28.2 A client care letter sent to Client 4 and his 'wife' stated that the First Respondent was the fee earner responsible for the matter. He supervised a caseworker in relation to the transaction. Neither the First Respondent, the caseworker nor any other employee of the Firm met Client 4's wife. The sale completed and the proceeds of the sale, after payment of the mortgage were paid to Client 4.

28.3 On 10 October 2014 Client 4's wife contacted the Firm demanding to know how the property she jointly owned with Client 4 had been sold without her consent with all the proceeds of the sale being paid to Client 4. Having ascertained that the person who contacted the Firm in October 2014 was the real wife of Client 4, the First Respondent completed an insurance notification form to the Firm's insurers in which it was stated (amongst other things):

> "This was a relatively straightforward conveyancing transaction. The clients were a husband and wife and instructed this firm to sell their property in London. They were met together and they gave instructions that all matters including the proceeds of sale were to be handled by the husband."

28.4 When asked in the form to provide comments as to what he believed the extent of his liability to be, the First Respondent stated (amongst other things):

> "The solicitor who met the clients initially is adamant that he met the client and there were not (sic) issues and the instructions were clear and there was no suspicious circumstances (sic) or undue influence operating."

28.5 Mr Dunlop submitted that in failing to make it clear that the solicitor was Person A, and was not employed by the Firm, and that Client 4's wife was not met by anyone at the Firm, the First Respondent had provided misleading information. Such conduct was in breach of the Principles as alleged. No solicitor acting with integrity would seek to mislead their insurers. In doing so the First Respondent had diminished the trust placed in him and in the provision of legal services by members of the public. He had also failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.

Dishonesty

28.6 The form was deliberately completed so as to obscure the facts, and was drafted so as to mislead the insurers into believing that he, or someone at the Firm had met both Client 4 and his wife. Such conduct was plainly dishonest.

First Respondent's Submissions

28.7 The First Respondent denied this allegation. The First Respondent explained that he had never before made any notifications to his insurers. He called his broker in order to obtain guidance on the process and procedure. The broker explained that an initial fact finding form had to be completed. Further documents would be requested by the broker and the form and documents would then go to the insurers. The insurers would instruct solicitors who would request a copy of the file as a matter of course. At that point, any issues relating to the matter would be raised.

28.8 The form itself was short and required a brief iteration of the circumstances. The form was factually correct as far as the First Respondent was concerned (the couple were met together and a solicitor did meet the clients initially). In hindsight now, it was accepted that the wording could have been better but the fact remained that there was no intention

to mislead and the First Respondent did not even consider the issue of the insurer not indemnifying the claim.

Dishonesty

28.9 The First Respondent believed that all of the facts of the matter would be clearly demonstrable from the file including the circumstances in which the clients were instructed, the referral and the subsequent dispute as to the identity of one of the clients. He had not attempted to mislead the insurers as all matters would be apparent from the file which he knew would be passed to the insurers or their solicitors.

The Tribunal's Findings

28.10 The Tribunal considered the First Respondent's statements on the report form. It found that anyone reading the report would consider that Client 4 and his wife had been seen by a solicitor at the Firm. There was nothing in the form that would suggest that Person A was not a solicitor at the Firm, or that no-one in the Firm had met Client 4's wife. Whilst what was said by the First Respondent in the form was technically correct, it was misleading. The Tribunal found beyond reasonable doubt that the report was misleading, and that the First Respondent had failed to disclose information that should have been disclosed. The Tribunal noted the comments of Jackson LJ in Malins as regards the "scrupulous accuracy" expected of a solicitor. The First Respondent ought to have taken particular care not to create a misleading report. He failed to do so. The Tribunal found that a solicitor acting with integrity would have taken care to ensure that all relevant facts were on the notification form, notwithstanding the fact that the full file would be produced at a future date. The Tribunal found beyond reasonable doubt that in providing the information on the form such that it was misleading the First Respondent had acted without integrity in breach of Principle 2. Such conduct diminished the trust the public placed in the First Respondent as a solicitor and in the provision of legal services in breach of Principle 6. Members of the public would not expect a solicitor to provide misleading information when completing a form of that nature. In providing misleading information the First Respondent had failed to carry out his role in the business effectively in breach of Principle 8. Accordingly, the Tribunal found allegation 2.1 proved beyond reasonable doubt including that the First Respondent had breached the Principles as alleged.

28.11 The Tribunal noted that the First Respondent anticipated that the full file would be sent to the insurer's solicitors and that they would be in possession of all of the facts. Whilst the Tribunal determined that the information and failure to disclose information was misleading, the Tribunal did not find that this was a deliberate and conscious act on the First Respondent's part. The Tribunal accepted that the First Respondent genuinely believed that all that was required on the form was a short precis as full disclosure would be achieved once all the documents had been sent to the insurer and/or their solicitors. Whilst his belief was misplaced, it was not dishonest. The Tribunal considered that reasonable and decent people operating ordinary standards of honesty would not find that the First Respondent had acted dishonestly in the circumstances. Accordingly, the Tribunal dismissed allegation 4.2.

29. **Allegation 2.2 - On or about 21 March 2014 the First Respondent failed to conduct adequate customer due diligence in relation to Client 4's wife and in doing so breached Principles 7 and 8 of the Principles**

29.1 The First Respondent failed to perform the necessary due diligence in relation to the sale of the property owned by Client 4 and his wife. In particular, he failed to ensure that he, or one of his employees, met Client 4's wife and/or obtained her confirmation that she wished to sell the property and to transfer the proceeds of the sale to client 4.

29.2 The First Respondent admitted allegation 2.2.

29.3 The Tribunal found allegation 2.2 proved beyond reasonable doubt. The First Respondent accepted that he had not adequately checked the identification documents of Client 4's wife either at the outset of the transaction or at any significant point during the transaction. He had clearly failed to comply with his legal and regulatory obligations in breach of Principle 7 and failed to carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles in breach of Principle 8. Accordingly, the Tribunal found allegation 2.2 proved beyond reasonable doubt on the facts and the evidence. The Tribunal considered that the First Respondent's admission was properly made.

30. **Allegation 3.1 - On or about 29 October 2013 the Second Respondent failed to conduct adequate customer due diligence in relation to a client purporting to be Person F and in doing so breached Principles 7 and 8 of the Principles.**

Applicant's Submissions

30.1 The full circumstances of the Person F matter are detailed at allegation 1.2 above. Mr Dunlop submitted that in circumstances where Company C had initiated the claim and the payment for damages was also sent to Company C, the Second Respondent was under a duty to ensure that he or another employee of the Firm had met Person F and confirmed her identity and instructions. In failing to do so the Second Respondent had failed to comply with his legal obligations under the Money Laundering Regulations 2007, to perform due diligence on his client's behalf before bringing claims on their behalf or disbursing money held on their behalf. In failing to conduct due diligence the Second Respondent failed to run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles.

Second Respondent's Submissions

30.2 The Second Respondent denied this allegation. He explained that he was not the solicitor with conduct of the case, and his name had been left on the client care letter in error. The matter was conducted by another solicitor in the PI department and it was her responsibility to conduct due diligence. The Second Respondent was unaware that there were any issues in relation to the matter until he was contacted by Person F's solicitors. Following that contact he undertook an investigation. On discovering that the cheque had been sent to Company C, which was not the Firm's usual procedure, he instructed the solicitor with conduct not to adopt that procedure in future. Following

the investigation, the Firm stopped accepting referrals from Company C and made a Suspicious Activity Report.

The Tribunal's Findings

30.3 The Tribunal accepted that the Second Respondent was not the person with conduct of the Person F matter, despite his being named in the client care letter as the person mainly responsible for the case. The Tribunal considered that whilst the Second Respondent had overall responsibility for the PI department, he could not be held accountable for every failing on every file. It was clear that this was a fraud that had been perpetrated by others, and did not emanate from the Firm. Whilst the Second Respondent may well have discovered the fraud, or at least that there was something dubious about the telephone call in which Person F purportedly instructed that her damages and all future communication be sent to Company C, there was nothing to suggest that even with all the correct and appropriate procedures in place, that file was one which he would have reviewed. Although there should have been proper and appropriate procedures in place, the Tribunal did not expect the supervisor of a department with such a high volume and turnover of work to have personal knowledge of each and every file. Given that the Second Respondent was not the fee earner with conduct of the matter, the Tribunal did not accept that it was his responsibility to conduct due diligence. Accordingly, the Tribunal did not find allegation 3.1 proved and thus dismissed the allegation.

31. **Allegation 3.2 - On or about 25 July 2016 the Second Respondent provided misleading information to the SRA in that he denied that he had held a directorship of a company in which he had been a director and in doing so breached Principles 2 and 7 of the Principles.**

Allegation 4.3 – the Second Respondent's conduct as regards allegation 3.2 was dishonest.

Applicant's Submissions

31.1 The Second Respondent was a director of JDA from 1 May 2010 to 31 March 2011. On 25 July 2016, when asked about that directorship, the Second Respondent denied that he had ever been a director of that company. When the FIO confirmed that he had been appointed a director, the Second Respondent was surprised and stated that he had "no clue" about that. He explained that he had given JDA his ID and log book to scrap his old car. Mr Dunlop submitted that implausible theory was "a shot in the dark" as this was the first time that the Second Respondent had heard that he was ever a director of JDA.

31.2 The Second Respondent was again asked about the directorship in interview on 8 August 2016. Mr Dunlop submitted that his shot in the dark explanation turned out, incredibly, to be correct. The person he gave his log book to scanned it by mistake to the accountant who mistakenly used it to make him a director. In an email of 24 August 2016, he repeated that implausible account, with a variation. This time it was his driving licence, not the log book, that was sent to the accountant by mistake. The Second Respondent had asserted that someone would be willing to give a statement on his behalf on this issue; no statement was ever produced. This version was not even

supported by Person B in his witness statement. If this far-fetched account were true, the person who made the mistake would surely have been willing to say so. They did not. The idea that this error went unnoticed for 11 months was also incredible.

Dishonesty

31.3 Mr Dunlop submitted that the only conclusion to be drawn was that the Second Respondent had lied to the FIO about his directorship of JDA. It was not hard to see why – being a director of JDA connected the Second Respondent to Person B, and cast doubt on his integrity and independence as a solicitor, when he profited from a hire company that profited from the dubious PI claims brought by the firm. In lying to the FIO, the Second Respondent's conduct was self-evidently dishonest.

Second Respondent's Submissions

31.4 The Second Respondent denied this allegation. He stated that he was not aware that he had been appointed as a director of JDA until told by the FIO in his interview of 25 July 2016. The appointment had not been made with his knowledge or consent. The account he gave in that interview reflected his knowledge and understanding at that time. Following the interview he made enquiries with Persons B and C to try to ascertain how it was that he was made a director without his knowledge. He was informed that a mistake had been made by the company accountant. The company had a copy of his driving licence; his details had somehow become mixed up and sent to Companies House. When the error was discovered, he was removed as a director. At no time was he informed by JDA, Person B or Person C of the mistaken appointment. The Second Respondent highlighted that his address and nationality had been incorrectly recorded; he had never lived at the address attributed to him, and was not a British national at the time of the appointment.

Dishonesty

31.5 The Second Respondent denied that he had lied to the FIO. He had nothing to gain by being untruthful on this issue. Further, he had nothing to gain in being a director of JDA, and had received no benefit from his directorship.

The Tribunal's Findings

31.6 In cross-examination, when asked to confirm which document was used in error, the Second Respondent confirmed that it was his driving licence. At the time the accountant was making the new director appointments, the Second Respondent's driving licence was scanned to him by mistake. He was asked whether the accountant who made the appointment knew him, to which he replied "no". He was then asked whether his occupation was detailed on his driving licence. He replied that it was not. Mr Dunlop referred the Second Respondent to the Companies House documents. Those documents recorded his occupation as "solicitor". He asked the Second Respondent how the accountant knew his occupation given that he did not know the Second Respondent and his appointment was in error. The Second Respondent stated that the accountant would have gone back to the instructing party for details. Mr Dunlop submitted that if that was the case, he would have been told at that point that this was an error. The Second Respondent explained that JDA's office was "not

necessarily professional", and that the boy who cleaned the cars often did admin work in the office. He knew the Second Respondent's occupation and if he had answered the phone and been asked what the Second Respondent did for a living he would have told the caller.

31.7 The Tribunal found the Second Respondent's explanations to be incredible and utterly implausible. It did not accept that the "shot in the dark" explanation given at his interview turned out, co-incidentally, to be exactly what happened. Even more far-fetched was his explanation as to how his correct occupation was recorded on a document that was submitted in error by the accountant who did not know the Second Respondent, and had no documents that detailed his occupation. The Tribunal found that the Second Respondent knew that he was a director at the time of, and throughout his appointment.

31.8 The Tribunal found that the Second Respondent's lack of integrity in this regard was evident. No solicitor acting with integrity would deliberately mislead the regulator. In doing so the Second Respondent had plainly failed to adhere to the higher standards expected of him by the public and the profession. In providing untruthful information, the Second Respondent plainly breached his obligation to deal with his regulator in an open and co-operative manner. Accordingly that Tribunal found beyond reasonable doubt that the Second Respondent had breached Principles 2 and 7 as alleged. His dishonesty was clear; he lied to the FIO and to the Applicant. Reasonable and decent people operating ordinary standards of honesty would consider that it was dishonest for a solicitor to lie to his regulator. Accordingly, the Tribunal found allegation 3.2 proved beyond reasonable doubt, including that the Second Respondent's conduct was dishonest.

Previous Disciplinary Matters

32. The First Respondent appeared before the Tribunal on 1 November 2007 for failing to disclose material facts to lender clients. On that occasion he was ordered to pay a fine in the sum of £5,000 and the costs of and incidental to the application and enquiry fixed in the sum of £7,250.00

33. The Second Respondent had no previous disciplinary matters.

Mitigation

34. The First Respondent submitted that he had had some considerable time to consider his failures and analyse what went wrong. They came down to two distinct issues; the distractions in his personal life and his failure to perform his compliance obligations as the COLP and COFA.

35. He was active in politics from 2010 but this increased significantly in 2013 when he shadowed an existing Councillor and was selected and elected as a Council candidate for the 2014 local authority elections in London. His duties included becoming Chair of the Pension Fund Advisory Committee, managing the Authority's pension fund. In early 2013 he became chair of a local charity for the elderly as well as undertaking a number of duties within his religious Community organisation, the largest Muslim Community in the UK. The First Respondent submitted that, in hindsight, those

activities took a considerable amount of his time and seriously affected his ability to perform his duties at the office.

36. The First Respondent fully accepted the systemic failures that contributed to the Firm's difficulties. He stated that he should have set out clearer policies (e.g. what a "complaint" was and how that should be dealt with). He should have been more involved with the PI department and not just left it for the Second Respondent to manage. The monitoring and support of staff and their work was not robust enough. The system in place between himself and the Second Respondent to identify difficult and problematic situations and then collectively make decisions was similarly lacking. He should have been more involved in undertaking reviews and investigations in the PI department and should have intervened and taken over dealing with issues that could compromise the Firm.

37. The consequences of his failures had been uniquely damaging. In addition to the reputation of the profession and any pain and suffering to their clients that may have ensued, there had been an effect on the democratic process. The First Respondent was standing as Parliamentary Candidate during the 2017 General Election when the intervention decision was taken. The publicity that followed potentially affected public trust in politicians and the political process; this was a source of pain and regret for the First Respondent.

38. There were also personal consequences for the First Respondent and his family. He submitted that his political life and professional life clashed in such a way so as to destroy both and to devastate his personal life.

39. Most of all, it was a source of deep pain and disappointment that it was his failures that caused this situation. He had let many others and himself down; he wished to apologise to his fellow professionals. The First Respondent believed that he still had the ability to make a valuable contribution to the profession, should he be permitted to do so.

40. Mr Williams submitted that the Second Respondent was sorry for what had occurred at the Firm, and had struggled to come to terms with the events leading to the intervention. Given the Tribunal's findings, there was not much constructive mitigation that could be advanced on the Second Respondent's behalf. He accepted the findings and understood that his career as a solicitor was over. As regards his personal circumstances he was married with two young children.

Sanction

41. The Tribunal had regard to the Guidance Note on Sanctions (5th Edition). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

42. The Tribunal found that the First Respondent's culpability for his misconduct was high. He had paid little regard to his duties as the COLP and COFA of the Firm and had allowed his personal and political ambitions to supersede his professional obligations as a solicitor. He was an experienced solicitor and was fully aware of his obligations.

He had left the running of the PI department to the Second Respondent, and, as he accepted, had failed to provide the Second Respondent with adequate support. Even when he became aware of issues, e.g. the Client 1 complaint, his actions had been inadequate. His misconduct had caused harm to the reputation of the profession, and had caused clients to not receive the damages to which they were entitled. The Tribunal found that the First Respondent's failures were serious. The seriousness was aggravated by its continuance over a period of time and his previous appearance before the Tribunal. The Tribunal found that the First Respondent had some insight into his misconduct. He accepted responsibility for the systemic failings within the Firm and his personal responsibility for that. He had co-operated with the FIO throughout the investigation. The Tribunal considered that the serious nature of the First Respondent's misconduct together with the harm it had caused meant that sanctions such as no order, a reprimand or a fine were not sufficient. The Tribunal considered that the need to protect the public and the reputation of the profession required that the First Respondent be immediately removed from his ability to practice; such a sanction reflected the seriousness of his misconduct. However, his misconduct was not such that permanent removal was necessary. The Tribunal determined that the First Respondent could safely return to practice with restrictions on his practising certificate preventing him from being a sole practitioner, COLP or COFA. This would prevent any re-occurrence of his admitted and proven failings, and proportionately constrained any risk of harm to the public or the reputation of the profession. The Tribunal determined that a suspension of 2 years was both appropriate and proportionate.

43. The Tribunal found that the Second Respondent's culpability for his misconduct was high. He had been motivated by the desire to increase revenue and grow the PI department. He was directly responsible for his misconduct and was responsible for the culture in the department of treating CMCs as if they were the actual client. The only reason for putting the status of CMCs above those of the clients was to ensure that the CMCs continued to refer work to the Firm. He was directly responsible for the circumstances giving rise to the misconduct. He had caused and allowed the Firm to pursue fraudulent claims and pay out clients' damages to third parties without their consent. He had deliberately sought to mislead the regulator in relation to his directorship of JDA, which he knew was in conflict with his role as a solicitor at the Firm. His misconduct was aggravated by the findings of dishonesty. The Tribunal found that his misconduct was deliberate, calculated and continued over a period of time. He had attempted to conceal his wrongdoing by his reliance on authorities which he knew were not genuine. The Second Respondent knew that he was in material breach of his obligations to protect the public and the reputation of the profession. Although the Respondent had no previous findings, his dishonesty was such that his previous good character was not sufficient to mitigate the seriousness of his misconduct. Given the serious nature of the allegations the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand, restrictions or a financial penalty. The Tribunal determined that the Second Respondent's conduct was such that he needed to be immediately removed from practice so as to protect the public and reputation of the profession. His failings and the harm caused was so severe that the only appropriate and proportionate sanction to protect the public and the reputation of the profession was the permanent removal of the Respondent from the profession. Accordingly, the Tribunal struck the Respondent from the Roll

Costs

44. Mr Dunlop applied for the Applicant's costs in the sum of £78,650.30. Neither Respondent had any issue as to the quantum claimed. Both Respondents submitted statements of means, and that they had substantial levels of debt. The First Respondent stated that he had been forced to sell his property and was currently residing with his parents. He still had the costs of the intervention to pay, and had no real source of income. Mr Williams submitted that it was clear that the Second Respondent had no money with which to pay any costs. Further, given the likely sanction, the Second Respondent had no means to earn an income.

45. The Tribunal noted that Direction 7 of its Standard Directions dated 5 October 2017 stated:

> "If at the substantive hearing the Respondents wish their means to be taken into consideration by the Tribunal in relation to possible sanctions and/or costs, they shall by no later than **4.00 p.m. on Tuesday 27 March 2018** file at the Tribunal and serve on every other party a Statement of Means including full details of assets (including, but not limited to, property)/income/outgoings supported by documentary evidence. **Any failure to comply with this requirement may result in the Tribunal drawing such inference as it considers appropriate, and the Tribunal will be entitled to determine the sanction and/or costs without regard to the Respondents' means. A failure to comply may also cause the consideration of the Respondents' means to be adjourned by the Tribunal to a later date which may result in an increase in costs.**"

46. Whilst both Respondents had submitted statements of means, neither had provided any documentary evidence in support of those statements. The Respondents submitted that they were unable to make any payment towards the costs given their already large commitments and debts. Neither Respondent applied for an order for costs not to be enforced without leave of the Tribunal.

47. The Tribunal considered that the quantum, after any adjustment as regards the shorter hearing time, was reasonable given the nature of the case. The investigation into the Respondents' conduct had taken three years and included numerous visits by the FIO to the Firm. The Tribunal noted the Respondents' submissions as to their limited means. The Tribunal were aware that the Applicant was ordinarily realistic in terms of recovery of costs. The Tribunal determined that it was appropriate that the Applicant should recover its costs in this matter, and ordered that the Respondents each pay the sum of £38,325.15.

Statement of Full Order

48. First Respondent

1. The Tribunal Ordered that the Respondent, IMRAN UDDIN solicitor, be suspended from practice as a solicitor for the period of 2 years to commence on 10 May 2018 and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £38,325.15.

2. Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal as follows:

2.1 The Respondent may not:

2.1.1 Practise as a sole practitioner or sole manager or sole owner of an authorised or recognised body;

2.1.2 Be a partner or member of a Limited Liability Partnership (LLP), Legal Disciplinary Practice (LDP) or Alternative Business Structure (ABS) or other authorised or recognised body;

2.1.3 Be a Compliance Officer for Legal Practice or a Compliance Officer for Finance and Administration;

3. There be liberty to either party to apply to the Tribunal to vary the conditions set out at paragraph 2 above.

49. Second Respondent

The Tribunal ORDERED that the Respondent, MUZAMMIL HUSSAIN ABID, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £38,325.15.

Dated this 20th day of June 2018
On behalf of the Tribunal

Ian Martineau

J. Martineau
Chairman

Judgment filed
with the Law Society
on 21 JUN 2018