

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12048-2020

BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

and

EDWARD ANTHONY BROMET

Respondent

Before:

Mr R Nicholas (in the chair)

Ms A Horne

Mrs L Barnett

Date of Hearing: 10-13 November 2020

Appearances

Andrew Bullock, barrister, of Solicitors Regulation Authority of The Cube, Solicitors Regulation Authority, 199 Wharfside Street, Birmingham, B1 1RN, for the Applicant.

Jonathan Greensmith, solicitor, of Keystone Law, 48 Chancery Lane, London, WC2A 1JF, for the Respondent.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent were:
 - 1.1 Between 28 August 2018 and 24 September 2018 the Respondent made four improper transfers totalling £19,000.00 from the Firm's client account to the office account.

In so doing the Respondent breached, or failed to achieve, any or all of:
 - 1.1.1 Principles 2, 4, 6 and [STAYED] of the Solicitors Regulation Principles 2011 ("the Principles").
 - 1.1.2 [STAYED]
 - 1.1.3 Outcome 3.4 of the Solicitors Regulation Code of Conduct ("the Code of Conduct").
 - 1.2 In relation to the transfers referred to in Allegation 1.1 the Respondent providing misleading and/or incomplete information to his co-trustee/client,

In so doing the Respondent breached any or all of:
 - 1.2.1 Principles 2, 4 and 6 of the Principles.
 - 1.3 On 27 and 28 September 2018, the Respondent made three improper transfers totalling £28,000.00 from the Firm's designated deposit client account to the office account.

In so doing the Respondent breached and or all of:
 - 1.3.1 Principles 2, 6 and 10 of the Principles.
 - 1.3.2 Rules 17.7 and/or 20.1 of the Accounts Rules.
 - 1.4 Between April 2016 and April 2018. The Respondent inappropriately allowed the Firm's letterhead and template letters to be used by another organisation.

In so doing the Respondent breached, or failed to achieve, any or all of:
 - 1.4.1 Principle 6 of the Principles.
2. Dishonesty is alleged in respect to allegations [STAYED], 1.2 and [STAYED] but dishonesty is not an essential ingredient to prove those allegations.

Documents

3. The Tribunal had before it all of the documents filed in respect of the substantive hearing. The Tribunal, in its consideration of the Agreed Outcome Proposal considered the following documents as specifically relevant:-

- Rule 12 Statement dated 15 January 2020.
- Respondent's Answer to the Rule 12 Statement dated 18 February 2020.
- Applicant's "Note to the Tribunal" dated 10 November 2020.
- Agreed Outcome Proposal dated 12 November 2020.

Background

4. The Respondent was born in April 1969 and admitted to the Roll of Solicitors in October 1996.
5. In December 2015 Bromets Solicitors Limited ("the Firm") was authorised by the Applicant, and shortly thereafter commenced trading. The Firm was trading from office space at the Respondent's home address before latterly moving to different premises in West Yorkshire.
6. The Respondent held all relevant formal managerial roles at the Firm, including being sole director, Compliance Officer for Legal Practice ("COLP") and Compliance Officer for Financial Administration ("COFA"). The Respondent stated in previous communications with the Applicant that he was "monitoring business every minute of the day" and that he was "monitoring [the] firm day and (*sic*) day out every waking hour".
7. On 30 July 2019, after a decision by a panel of Adjudicators, the Applicant intervened into the Firm and the practice of the Respondent.
8. The Respondent's practising certificate was suspended as a result of the intervention, but the Respondent had subsequently been issued with a practising certificate subject to conditions since 4 October 2019.

Application for the matter to be resolved by way of Agreed Outcome

9. The matter was listed for a substantive hearing into the allegations on 10-13 November 2020. On Day 1 of the hearing the Respondent made an application to adjourn due to the IT issues with which he was presented The Tribunal granted that application and adjourned the matter until 10am on Day 2.
10. On Day 2 of the substantive hearing the parties relayed to the Tribunal that there had been "constructive discussions." The Tribunal indicated that if an Agreed Outcome Proposal was envisaged, it should be filed at the Tribunal in the prescribed form. Proceedings were adjourned until Day 3 for that to be done.
11. Full details of the matters alluded to above are set out in a separate Memorandum dated 18 November 2020.
12. On Day 3 of the substantive hearing the parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

13. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to the Respondent's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
14. The Tribunal reviewed all the material before it and was satisfied on a balance of probabilities that the Respondent's admissions were properly made.
15. The Tribunal was further satisfied that the extant allegations, which were denied, could properly be stayed. The Tribunal determined that the admissions made, in particular the admission to one count of dishonesty, sufficiently addressed the gravamen of the misconduct. It was neither proportionate nor in the public interest for the matter to proceed to a contested hearing on the discrete allegations outstanding, which would not add to the sanction in any event.
16. The Tribunal considered the Guidance Note on Sanction (November 2019). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
17. The Tribunal considered the seriousness of the misconduct admitted and found proved. The proper use of the client account is a fundamental tenet of the solicitors' profession. Clients must be able to trust that their money and assets are protected, preserved and handled within the confines of the Solicitors Accounts Rules at all times. The Respondent failed to preserve the integrity of the client account by virtue of his conduct. The Respondent compounded those failures by dishonestly advising a client that his funds had been deposited into a high interest account, when in fact the Respondent had withdrawn the same to meet his office overheads and his own financial needs. The extent of the Respondent's misconduct in his misuse of client funds, in addition to his dishonest communications, was that he made seven improper transfers over a four week period.
18. The Respondent's misconduct was exacerbated by the fact that over a two year period he allowed the Firm's letterhead and template letters to be used by another organisation.
19. The Tribunal determined that the totality of the Respondent's misconduct, including a finding of dishonesty, was so serious that the sanctions of No Order, Reprimand, Fine or Restrictions were neither appropriate nor proportionate.
20. The Tribunal concluded that the seriousness of the Respondent's misconduct was such that the protection of the public and the reputation of the profession required the Respondent to be struck off the Roll.
21. The Tribunal noted the undertaking provided by the Respondent to the Applicant that he will not, at any future date, apply for readmission as a solicitor.
22. Accordingly the Tribunal approved the application for matters to be dealt with by way of an Agreed Outcome.

Costs

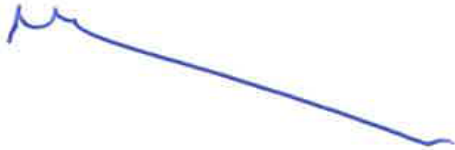
23. The parties agreed that the Respondent should pay the Applicant's costs of £28,000.00. The Tribunal determined that the amount proposed was reasonable and proportionate. The Tribunal therefore ordered that costs be paid in the agreed amount.

Statement of Full Order

24. The Tribunal Ordered that the Respondent, EDWARD ANTHONY BROMET, 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 £28,000.00.

Dated this 20th day of November 2020

On behalf of the Tribunal



R Nicholas
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
20 NOV 2020

IN THE MATTER OF THE SOLICITORS ACT 1974

SOLICITORS REGULATION AUTHORITY

Applicant

EDWARD ANTHONY BROMET

Respondent

AGREED OUTCOME

1. By its application dated 15 January 2020, and the statement made pursuant to Rule 12 (2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making four allegations of misconduct against Mr. Bromet.

The allegations

2. The allegations against Mr. Bromet, made by the SRA within that statement were that: -

(At paragraph 1.1) Between 28 August 2018 and 24 September 2018, he made four improper transfers totalling £19,000 from the firm's client account to the office account.

In doing so he breached, or failed to achieve, any or all of:

- 1.1.1 Principles 2, 4, 6 and 10 of the SRA Principles 2011 ("the Principles")
- 1.1.2 Rule 20.1 of the SRA Accounts Rules 2011 ("the Accounts Rules")

1.1.3 Outcome 3.4 of the SRA Code of Conduct 2011 (“the Code of Conduct”)

(At paragraph 1.2) In relation to the transfers referred to in allegation 1.1, he provided misleading and/or incomplete information to his co-trustee / client. In doing so the Respondent breached any or all of:

1.2.1 Principles 2, 4 and 6 of the Principles

(At paragraph 1.3) On 27 and 28 September 2018, he made three improper transfers totalling £28,000 from the firm’s designated deposit client account to the office account.

In doing so he breached any or all of:

1.3.1 Principles 2, 6 and 10 of the Principles

1.3.2 Rules 17.7 and/or 20.1 of the Accounts Rules

(At Paragraph 1.4) Between April 2016 and April 2018, he inappropriately allowed the firm’s letterhead and template letters to be used by another organization.

In doing so he breached, or failed to achieve, any or all of:

1.4.1 Principle 6 of the Principles

3. In addition, dishonesty was alleged as an aggravating factor with respect to allegations set out within paragraphs 1.1 to 1.3 of the Rule 12 Statement.

4. Mr. Bromet admits the allegations with the exception only of the allegation that he breached Principle 10 SRA Principles 2011 and Rule 20.1 SRA Accounts Rules 2011 as alleged within paragraph 1.1 of the Rule 12 Statement which is denied. He also admits

that the allegations set out within paragraph 1.2 of the Rule 12 Statement were aggravated by dishonesty in respect of the matters set out at paragraphs 6.9.1 to 6.9.2.1 inclusive of this Agreed Outcome but denies dishonesty in relation to allegations set out within paragraphs 1.1 and 1.3. of the Rule 12 Statement.

5. The SRA applies to stay the allegations against Mr. Bromet (including the allegations of dishonesty) insofar as they are not admitted. Because of the admissions made by Mr. Bromet (including his acceptance of the appropriate sanction for his misconduct), and the undertakings offered by him, it is not proportionate for there to be a lengthy contested hearing concerning matters which will not add to penalty.

Agreed Facts

6. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraphs 2 and 3 of this statement, are presented in chronological order and are agreed between the SRA and Mr. Bromet.

- 6.1. Mr. Bromet, who was born on April 1969, is a solicitor having been admitted to the Roll on 15 October 1996. He was a Director and only shareholder of Bromets Solicitors Ltd ("the Firm"), a company which is now in creditors voluntary liquidation, but which formerly carried on the business of a solicitor's practice from offices in Yorkshire.

- 6.2. From April 2016, the Firm had an arrangement with Company A¹ which allowed Company A to use a template "Letter of Engagement" and "Letter before Claim" on the Firm's letterhead in certain compensation claims with the Firm being paid £10 for

¹ Company A is the company referred to in footnote 8 to the Report of the Forensic Investigation Officer dated 30 May 2020 which is exhibited to the Rule 12 Statement at page 37 onwards.

each letter sent if compensation was awarded. The correspondence was in an agreed and fixed form and was not reviewed by the Firm before it was sent out.

6.3. Between 28 August 2018 and 24 September 2018, Mr. Bromet made a series of four transfers, ranging in value between £1,500 and £6,500 and amounting to the total sum of £19,000 between the general client account of the Firm and its office account. After their receipt into the office account, those moneys were then disbursed in payments to employees of the Firm; its unsecured creditors; and Mr. Bromet himself which could not otherwise have been made from the office bank account. On all the dates the relevant transfers were made (28, 30 and 31 August and 24 September 2018), the balance of the office account was low (or too low to meet the payments out to third parties and/or Mr Bromet that were immediately made). The total value of the payments to Mr. Bromet that it is known that he would not otherwise have been able to make to himself from the office bank account during this period was at least £4,092.²

6.4. Mr. Bromet has explained these payments on the basis that they were loans made to the Firm by a trust ("the Trust")³ of which he was co-trustee with Mr. HM in lawful exercise of his powers of investment. If this was the case, then they were made by Mr. Bromet in circumstances where the interests of the beneficiaries of the trust, as the persons beneficially entitled to the funds being lent, conflicted with his own as the only shareholder in the company to which they were being lent.

² This is the figure for payments which Mr. Bromet made to himself on dates when the Forensic Investigation Officer reported that there were insufficient funds in the office account to make the payments in question without the transfer having been made.

³ The Trust is the sub-fund of the discretionary settlement referred to at paragraph 90 of the Report of the Forensic Investigation Officer dated 30 May 2019 which is exhibited to the Rule 12 Statement at page 37 onwards.

6.5. Concerns were raised by a Forensic Investigation Officer of the SRA (“the FIO”) on 7 November 2018. The funds transferred from the general client account of the Firm to its office account between 28 August 2018 and 24 September 2018 were replaced in full between 4 and 5 December 2018.

6.6. Subsequently, on 27 and 28 September 2018, Mr. Bromet made three round sum transfers to a total value of £28,000 from a separated designated client account relating to Clients One⁴ to the office account of the Firm. After their receipt into the office account, those moneys were then disbursed in payments to employees of the Firm and Mr. Bromet himself which otherwise could not have been made from the office bank account. On 27 September, the balance of the office account was too low to meet the payments out to third parties and/or Mr Bromet that were immediately made. The total value of the payments to Mr. Bromet that it is known that he would not otherwise have been able to make to himself from the office bank account during this period was at least £9,570.

6.7. None of those transfers was properly required for the purposes of a payment to, or on behalf of Clients One; nor were they otherwise permitted by Rule 20.1 SRA Accounts Rules 2011.

6.8. The funds transferred from the designated client account relating to Clients One on 27 and 28 September 2018 were promptly replaced in full between 1 October 2018 and 5 October 2018 by payments of £12,000 on 1 October 2018, £2,000 on 2 October 2018, £4,000 on 3 October 2018, and £10,000 on 5 October 2018. The matter was self-reported to the SRA on 23 October 2018.⁵

⁴ Clients One are the various persons identified within Paragraph 44 of the Report of the FIO.

⁵ The SRA had received a separate report in relation to these payments on 8 October 2018

6.9. Between 7 November 2018 and 9 May 2019 Mr. Bromet corresponded with Mr. HM on various occasions regarding the affairs of the Trust. During that correspondence, Mr. Bromet made the following statements, which gave either misleading or incomplete information to Mr. HM.

6.9.1. In an email timed at 11.59 on 7 November 2018, which was sent following the attendance of the FIO at the offices of the Firm, Mr. Bromet wrote *“They noticed your trust cash (which was dormant generating no interest) is being held in another bank account. I explained that that is a positive move for you as it generates otherwise non-existent income for you and you have no access to capital”*

This email was misleading in that:

6.9.1.1. The *“...trust cash...”* being referred to was the £19,000 which had been transferred from client account to office account between 28 August 2018 and 28 September 2018. It was not therefore being *“...held in another bank account...”* of the Firm because it had (to Mr. Bromet’s knowledge) been paid away both to Mr. Bromet himself and to creditors of his Firm.

6.9.1.2. Mr. Bromet had not explained to the FIO that the transfer would generate an otherwise non-existent income for Mr. HM. Instead, the FIO reported that Mr. Bromet informed her that the transfers were loans / investment and that he would pay Mr. HM £1,000 in interest.

6.9.2. The misleading position was repeated in an email timed at 17.53 on 9 May 2019, in response to a query by Mr. HM as to the manner in which trust moneys had been dealt with where Mr. Bromet wrote *'Funds were transferred but no trust funds were spent for "my benefit" – they were invested or loaned for trust purposes with a high rate of interest to assist your income'*

'I have never claimed you were "supportive" of my actions or that you "agreed with" any "plan"'

This was misleading because:

6.9.2.1. Trust funds received into the office account of the Firm had been paid out to Mr. Bromet or used to make payments on behalf of a company in which he was the only shareholder. Whilst it is correct that income was generated through interest paid upon the loan, the investments were also to Mr Bromet's benefit. The funds had therefore been used for his benefit.

6.9.2.2. Mr. Bromet had previously claimed that Mr. HM was supportive of his actions in emails which he sent to the FIO at 19.19 on 15 February 2019 and to Mr. HM at 16.02 on 20 March 2019.

Non-Agreed Mitigation

7. The following mitigation, which is not agreed by the SRA, is put forward by Mr. Bromet:

7.1. Mr. Bromet made early admissions to parts of each of the SRA's allegations. The following is provided by him mitigation as explanations (and not excuses) for the admissions that he makes.

7.2. In respect of allegation 1.1:

7.2.1. It was Mr. Bromet's understanding at all times that the monies that he advanced to the Firm as loans from the Trust fell within the wide-ranging powers of

investment that he had in his capacity as a duly-appointed trustee of the Trust. Interest was earned and paid to the beneficiary of the Trust as income. The loans were repaid in full. Not a penny was lost by the client, who benefited from income in the way of interest that would otherwise not have been earned.

7.2.2. Mr. Bromet nevertheless admits and accepts that the circumstances of the arrangement were such that he failed to achieve Principles 4 or 6 of the SRA Principles and Outcome 3.4 of the Code of Conduct, and that by providing no contemporaneous documentation detailing the loan into his firm he acted without integrity.

7.3. In respect of allegation 1.2:

7.3.1. Mr. Bromet admits and accepts that the explanations that he provided to his co-trustee in the Trust on 7 November 2018 and on 9 May 2019 were incomplete and were therefore misleading, in which circumstances he was dishonest.

7.3.2. Whilst it was correct that the "... *trust cash* ..." would always have been made available upon demand and was therefore "... *held in another bank account* ..." as Mr. Bromet told Mr. HM in his email of 7 November 2018, the funds were not held in the firm's client bank account, which Mr. Bromet accepts might have been Mr. HM's assumption upon receipt.

7.3.3. It is further accepted that the email of 9 May 2019 could be deemed misleading because whilst the Trust benefitted from income by way of interest under the arrangement, Mr. Bromet did derive a personal benefit from the investment being made into his firm. Mr. Bromet was focussing in his email upon the income that had been generated for the beneficiary but he was wrong to state that he had not also derived a benefit. Mr. Bromet inaccurately recalled and was mistaken when he stated in his email of 9 May 2019 that he had not previously claimed that Mr. HM was supportive of the investment because Mr. Bromet now recognises that he had said that he was in emails sent several months earlier. That was his recollection of discussions with Mr. HM.

7.3.4. Mr. Bromet accepts that the consequence of this was that he failed to achieve Principles 2, 4 and 6 of the Principles.

7.4. In respect of allegation 1.3:

7.4.1. The transfers from client account to office account on Thursday 27 and Friday 28 September 2018 were explained to the SRA as having been made as the result of a mistake, where Mr. Bromet was away from the office and had cause to use a mobile banking application on his telephone to arrange payments from a remote countryside location in poor weather conditions and with a limited and intermittent mobile signal causing reception and download issues.

7.4.2. The transfers were made from one account to another where Mr. Bromet was of the belief that monies that were due to the firm in fees had been received and were properly available to be transferred from the account. He did not at the time appreciate that he was transferring monies from a separate client deposit account on the mobile banking app, or that the fees which he believed had been received and explained the balance upon the account were in fact still owed by the client.

7.4.3. Upon recognising the mistake, the monies were promptly replaced the following week. The matter was self-reported to reporting accountants and to the SRA.

7.4.4. Where he was at the time made it impossible to make further checks at the time but Mr. Bromet accepts with the benefit of hindsight that given the difficulties he was experiencing in accessing the app at the time, he should have made further checks to ensure that the monies were properly available in the correct account and that he should not in any event have made any transfer in a round sum.

7.4.5. Mr. Bromet admits and accepts that by this he failed to achieve compliance with Principles 6 and 10 of the SRA Principles and Rules 17.7 and/or 20.1 of the SRA Accounts Rules, and that he consequently acted without integrity.

7.5. In respect of allegation 1.4:

7.5.1. Whilst there is no evidence of any actual diminution of trust placed in Mr. Bromet or in the provision of legal services by any third party recipient of a letter produced under the arrangement with Company A, all of which letters were received by large, commercial and sophisticated users of legal services, Mr. Bromet admits and accepts that the arrangement had the potential to diminish

trust and accepts that he could not therefore be said to have achieved Principle 6 of the SRA Principles.

7.6. General comments

7.6.1. Mr. Bromet's actions were never intended to be dishonest or to lack integrity. He recognises, accepts and agrees that the effect of the admissions that he makes is that he should be removed from the Roll of Solicitors and should no longer practise as a solicitor.

7.6.2. Mr. Bromet does not contend that the mitigation and explanations set out within these paragraphs amounts to exceptional circumstances which would justify the Tribunal making any order other than that he be struck from the Roll. Mr. Bromet wishes to retire as a solicitor anyway and accepts this consequence.

7.6.3. The Tribunal has seen set out within his Witness Statement the effect that Mr. Bromet's admitted conduct has had upon him and on those around him. Mr. Bromet totally and humbly accepts the mistakes and misjudgements that he has made, his lack of knowledge of the details of SRA Accounts Rules, and the impact that his actions have had upon his former employees and the clients of his former business.

7.6.4. It is emphasised that it was never alleged that any client has lost out financially. No client has lost a penny. Nevertheless, Mr. Bromet is sorry that he has fallen short of the regulatory requirements and apologises to the Tribunal and to the profession for having done so.

Undertakings

8. Mr. Bromet undertakes to the SRA that he will not, at any future date, make an application to the Tribunal under Section 47 (2) (f) Solicitors Act 1974 (as amended) for an Order that his name should be restored to the Roll of Solicitors.

Penalty proposed

9. It is therefore proposed that Mr. Bromet should be struck off the Roll of Solicitors.
10. With respect to costs, it is further agreed that Mr. Bromet should pay the SRA's costs of this matter agreed in the sum of £28,000.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

11. Mr. Bromet has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (5th edition), at paragraph 47, states that: "*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)).*"

12. In Sharma [2010] EWHC 2022 (Admin) at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was

momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

13. Mr. Bromet represented to Mr. HM (either expressly or by necessary implication) that money belonging to the Trust was being held on deposit client bank account when, in fact, it had been paid away in circumstances of conflict. The effect of him so doing was to leave his co-trustee in ignorance of his breaches of professional duty as a solicitor and his fiduciary duties as a trustee. As co-trustee, and as an individual with a beneficial interest in H's fund, Mr. HM had a legitimate interest in knowing how his fellow trustee had conducted himself in office. It is agreed by Mr Bromet that these acts do not fall within the small residual category where striking off would be a disproportionate sentence.

14. In addition, Mr Bromet has admitted other breaches of his professional duties, including making transfers of funds held in client accounts to his firm's office account on seven separate occasions,⁶ with the effect that he used the funds as working capital for the Firm and himself, even though these were swiftly replaced. He admits that in doing so he lacked integrity. Breaches of the SRA Accounts Rules are inherently serious matters – please see **Weston v The Law Society (Unreported) 29 June 1998** - and a finding of lack of integrity on the part of a solicitor can justify them being struck from the Roll – please see **Bolton v The Law Society [1994] 2 All ER 486 (CA)**.

⁶ Although Mr. Bromet does not admit that the transfers in relation to the Trust were made in breach of the SRA Accounts Rules 2011, he accepts that they were made in circumstances of conflict and were improper to this extent.

15. Accordingly, the fair and proportionate penalty in this case is for Mr. Bromet to be struck off the Roll of Solicitors.

Dated 12 November 2020

Andrew John Bullock Senior Legal Adviser upon behalf of the SRA

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Edward Anthony Bromet