SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12100-2020

BETWEEN:

SOLICITORS REGULATION AUTHORITY Applicant

and

ALAN JOSEPH FITZPATRICK Respondent

Before:

Mrs A. Kellett (in the chair)
Mr M. N. Millin
Mr P. Hurley

Date of Hearing: 8 July 2020

Appearances

There were no appearances as the matter was dealt with on the papers.

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations made by the Applicant against the Respondent were set out in a Rule 12 Statement dated 5 June 2020 and were that:

1.1 From 2014 he caused or allowed the retention in his firm's office bank account of client monies received in the form of unpaid professional disbursements for periods in excess of 2 working days leading to a cash shortage of £485,280.08 in his firm's client account as at 30 June 2019 in breach of all or alternatively any of the following:

Rules 6, 7, 17.1, and 29.1 of the SRA Accounts Rules 2011; and
Principles 2,6,8 and 10 of the SRA Principles ("the Principles").

1.2 From 2014 he failed to inform the SRA that his firm was experiencing serious financial difficulties in breach of Rule 7 of the Principles and Outcome 10.3 of the SRA Code of Conduct 2011.

1.3 Recklessness was alleged against the Respondent in respect of allegation 1.1 as an aggravating factor; however, proof of recklessness was submitted not to be an essential ingredient for proof of the allegation.

Documents

2. The Tribunal had before it an electronic bundle containing the following documents:

- Statement of Agreed Facts and Proposed Outcome dated 7 July 2020
- Memorandum of Consideration of an Agreed Outcome dated 6 July 2020

Factual Background

3. The Respondent was admitted to the Roll of Solicitors in October 1981. At the relevant times he was director, Compliance Officer for Legal Practice (COLP) and sole equity and managing partner in Rowley Dickinson Limited.

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

4. 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 (November 2019). The proposed sanction was that the Respondent be struck off the Roll.

Findings of Fact and Law

5. The Applicant was required to prove the allegations to the standard applicable in civil proceedings (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.

6. The Tribunal reviewed all the material before it and was satisfied to the requisite standard that the Respondent's admissions were properly made including the admission as to recklessness.

7. The Tribunal considered the Guidance Note on Sanctions (November 2019). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Respondent had admitted allowing a client account shortage of over £485,000 to arise in a course of conduct continuing over 6 years. As a very experienced solicitor, COLP and owner of the firm he was highly culpable for the admitted breaches. Those for whom payment of disbursements was delayed suffered direct harm and the reputation of the profession was also harmed by such conduct. The Respondent's firm had benefitted directly from the use made of client money. The Tribunal considered that in the light of the admitted conduct, including the admission of recklessness, the proposed sanction of strike off was appropriate, proportionate and in accordance with the Sanctions Guidance.

Costs

8. The parties agreed that the Respondent should pay the Applicant's costs of these proceedings fixed in the sum of £20,611.38. The Tribunal considered the costs application to be appropriate and proportionate, and ordered that the Respondent pay the costs in the agreed amount.

Statement of Full Order

9. The Tribunal ORDERED that the Respondent, ALAN JOSEPH FITZPATRICK, 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 £20,611.38.

Dated this 23rd day of July 2020
On behalf of the Tribunal

A. Kellett
Chair

IN THE MATTER OF THE SOLICITORS ACT 1974
And
IN THE MATTER OF ALAN JOSEPH FITZPATRICK
BETWEEN:

SOLICITORS REGULATION AUTHORITY

Applicant

And

ALAN JOSEPH FITZPATRICK

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUCTOME

1. By its application dated 5 June 2020 which included a statement pursuant to Rule 12 Solicitors (Disciplinary Proceedings) Rules 2019, the Solicitors Regulation Authority ("SRA") brought proceedings before the SDT against the Respondent.

ALLEGATIONS

2. The allegations in the proceedings against the Respondent are:

1 from 2014 caused or allowed the retention in his firm's office bank account of client monies received in the form of unpaid professional disbursements for periods in excess of 2 working days leading to a cash shortage of £485,280.08 in his firm's client account as at 30 June 2019 in breach of all or alternatively any of the following;

Rules 6, 7, 17.1, and 29.1 of the SRA Accounts Rules 2011 (SAR 2011) and Principles 2,6,8 and 10 of the SRA Principles (SPR 2011).

2 From 2014 failed to inform the SRA that his firm was experiencing serious financial difficulties in breach of Rules 7 of the SPR 2011 and Outcome 10.3 of the SRA Code of Conduct 2011.

3 Recklessness is alleged against the Respondent in respect of allegation 1 as an aggravating factor; however, proof of recklessness is not an essential ingredient for proof of the allegation.

ADMISSIONS

3. The Respondent admits all the allegations.

BACKGROUND

4. The Respondent, Mr Fitzpatrick, was admitted to the Roll of Solicitors on the 1 October 1981. His address for service is

5. At all relevant times to this application the Respondent practised as a director, Compliance Officer for Legal Practice (COLP) and sole equity and managing partner in Rowley Dickinson Limited (the firm).

6. The Respondent was assisted at the firm by three directors, . All three directors had been salaried partners prior to the incorporation of the practice. The Respondent also employed a , who was the firm's Compliance Officer for Financial Administration (COFA), cashier and accountant. The Respondent was responsible for the financial management of the firm together with

7. In January 2020, the Respondent transferred his Claimant Personal injury department[1] to Simpson Millar Solicitors and began an orderly closure of his firm.

8. The Respondent's firm closed on the 30 April 2020. He still has a current practising certificate however he is not currently practising as a solicitor and has has no intention to do so again.

AGREED FACTS

9. In February 2019, the Respondent entered into negotiations with Thompsons solicitors about them purchasing his firm.

10. In April 2019 Thompsons carried out a due diligence process into the firm. They discovered that the firm had been trading whilst in a precarious financial position and that in some successful personal injury matters, had used funds in its office account, which had been transferred from the client account for the payment of professional disbursements, to maintain the business.

[1] 70% of the firm's income derived from the claimant personal Injury department.

11. Thompsons also discovered that cheques had been drawn from the firm's office account for the payment of the professional disbursements but not sent.

12. Thompsons subsequently raised their concerns with the Respondent. Those concerns included that there had been a breach of the Solicitors' accounts rules[2] and that they and the Respondent were under an obligation to report matters to the SRA.

13. Thompsons contacted the SRA about their concerns on the 7 May 2019 and they made a formal report to the SRA on the 15 May 2019. In their report, Thompsons referred to their understanding that the practice at the firm of retaining professional disbursements and using it for business purposes had recently ceased.

Respondent's self-report & Letter dated 23 May 2019

14. The Respondent made a self-report to the SRA on 15 May 2019.

15. In the self-report, the Respondent accepted that there had been a breach of the accounts rules on the basis of Thompson's findings and that the particular practice had ceased. He also reported that he was taking steps to ensure that all outstanding professional fees were discharged with minimal delay.

16. On 21 May 2019, the SRA wrote to the Respondent making enquiries about his self-report.

17. On the 23 May 2019, the Respondent wrote to the SRA informing them that:

- The practice of utilising funds for professional disbursements for business purposes had started in 2014;
- The reason it started was due to difficult trading conditions since the implementation of LASPO[3] in 2013 which led to the fees being generated by the PI department to reduce considerably;
- The Bank of Scotland had reduced the firm's overdraft facility from £220,000 to £95,000.
- Faced with difficult trading conditions, he started to delay the payment of disbursements and utilise the money for business maintenance purposes.
- He did not realise that it was a breach of the rules.

[2] Specifically rule 17 (1) (b) of the Solicitors' Accounts Rule 2011.
[3] LASPO is the Legal Aid Sentencing and Punishment of Offenders Act 2012. It came into force in 2013 and it introduced fixed fees and the non-recoverability of success fees from defendants in personal injury cases.

- He did not wish to make any excuses due to the fact that he should have checked and had he checked would have realised that payment of disbursements was technically client money and should not have been used for any other purpose than the discharge of disbursements.
- He was never advised by his bank, accountants or management consultants that the practice he was following amounted to a breach.
- He realised that the steps that he was taking was bad management and he was not avoiding the payment of disbursements but delaying the payment.
- The claimant personal injury department would be joining Thompsons and it was anticipated that they would inject funds into the practice which would enable creditors to be discharged.
- That a breach of the Solicitor's accounts rules was not continuing as the practice had ceased.

18. The Respondent attached to his letter a schedule of unpaid professional disbursement which totalled £478,474.66.

Forensic Investigation

19. Following receipt of the Respondent's letter dated 23 May 2019, the SRA commissioned a forensic investigation into the firm. David Rowson, a Forensic Investigation Officer (FIO) carried out the investigation. Stephen Wallbank, the Forensic Investigation Team Leader attended final interviews of the Respondent and with David Rowson.

20. The investigation started on 22 July 2019 and the FIO prepared a forensic investigation report (FIR) dated 11 October 2019.

FIR

21. The FIR established that at the extraction date of 30 June 2019, there was a cash shortage in client account of £485,280.08 which was caused by the firm transferring funds received for professional disbursements from client account to office account and using the funds for general business purposes whilst leaving the professional disbursements unpaid.

22. The unrepresented cheques and therefore the unpaid professional disbursements of £485,280.08 consisted of 951 cheques dating from 14 October 2013 to 27 June 2019 and ranging in amounts from £25.00 to £9,420.00.

23. The FIR confirms that the firm began delaying payments for professional disbursements in 2014 due to financial difficulties and did so to improve their cashflow.

24. The general business purposes for which the monies in office account were used included payment of staff and directors' salaries and regular monthly payments to the Respondent as repayment of his loan account.

25. The disbursements that the firm delayed paying related to medical reports, law costs draftsmen fees and counsels' fees.

26. The Respondent managed to reduce the cash shortage between July and September 2019 by paying some of the unpaid professional disbursements. During those months he paid a total of £61,983.02 and as at 12 September 2019 the cash shortage stood at £423, 297.06.

27. The FIR recorded both the process at the firm for retaining professional disbursements and the finances of the firm between 2014 to 2019.

Finances

28. The financial accounts showed that the financial position of the firm had deteriorated from 2014 to 2018. The firm made losses between 2014 and 2018 and those losses had increased from £9,668 in 2015 to £88,487 in 2018.

29. The management accounts for the period ending 30 June 2019 showed a loss of £23,898 and negative shareholder funds of £89,800. Those accounts also showed that the Directors loan account stood at a total of £422,563, which was down from £474,449 in 2018. The sole creditor of the Director's loan account was the Respondent and he was the sole shareholder.

Process of retaining professional disbursements

30. After settlement of the costs and disbursements in personal injury matters and having received those funds into client account, the firm transferred the monies received for the professional disbursements from client to office account.

31. The firm wrote letters to the providers of professional disbursements which stated that a cheque was enclosed for settlement of their invoice and cheques were written out to the service providers. However, neither the cheque nor the letters were sent.

32. The books of account recorded that the professional disbursements as paid, as the cheque payments were posted to ledgers. The cheques that were not sent out appeared in the office account reconciliation as unrepresented cheques.

33. By entering the cheque payment in the books of account it avoided the unpaid professional disbursements being shown as office account credit balances in the client ledger accounts and client list of balances.

34. Subsequently when the firm paid the professional disbursements, they cancelled the cheque and made the payment by BACS.

Interview with the Respondent by the FIO

35. The FIO interviewed the Respondent on the 12 September 2019.

36. Below is a summary of relevant explanations and matters from the interview.

- The Respondent explained that with the introduction of LASPO their fees in 2014 began to reduce considerably...." *I would say they reduced by probably two thirds and then you have cashflow problems and I think that was the deciding factor, it was the case of transferring disbursements, the element of the cost that should have been used to discharge the disbursements, ...from client to office account and the money was being used to help the cashflow problems...I was keeping the firm moving forward and there was never any intention not to discharge the doctors or counsel. I was merely delaying payment and then as things....we may have a purple period where a number of cases come into fruition and we had spare money we would then pay, pay off the disbursements"*;
- They were delaying payment of the professional disbursement so that everything else could be paid such as "*the salaries, the national insurance, the tax, the vat, the rent.";*
- He never considered reporting his financial problems to the SRA*;*
- He said there was no formal decision to delay payment of the professional disbursements and to transfer the funds to the office account and that the accounts department started doing it and that he became aware of it. That once he knew about it he acquiesced to it and it was a way to keep the firm afloat. He became aware of it after a few months after it started;
- He thought delaying payments was bad management but at the time was not aware it was a breach of the solicitors' accounts rules. He had been a

solicitor for nearly 40 years and had never had any solicitors' accounts rules training;

- He admitted he was aware of the procedure and that the cheques and letters were not sent but kept in a filing cabinet. He said he did not understand that the procedure resulted in not having credits on office account. He agreed in hindsight the accounts were misleading but not at the time;
- He was aware that did not have any previous experience of the solicitors' accounts rules, he did not question it, and nor did he suggest that he undertake any Solicitors accounts rules training;
- He agreed that the unpaid disbursements were a breach of the solicitors' accounts rules;
- He admitted the monies had been used to make repayments of his Directors' loan which was effectively his drawings and repayment of a loan to his wife and that some of these payments were made after he was aware of the client account shortage;
- He agreed that the firm was probably insolvent at the time that they could not pay their liabilities and that their debt was high and were struggling to service it.
- He admitted that in hindsight what was done was totally wrong.

Replacement of shortage in client account

37. As at 20 November 2019 the Respondent replaced approximately £106,000 of the total shortage.

38. Following the transfer of the firm's claimant personal injury department to Simpson Millar, on the 18 December 2019 Simpson Millar paid £372,089.46 to the firm which replenished the client account shortage. Following the receipt of the monies the Respondent began the process of discharging the creditors and he confirmed to the SRA that process was completed in a letter dated 7 January 2020.

ALLEGATION 1

39. For the purposes of the SAR 2011, *"professional disbursement"* means the fees of counsel or other lawyers, or of a professional or other agent or expert instructed.

40. Money held or received for unpaid professional disbursements is categorised as client money according to Rule 12.2 of the SAR 2011.

41. In accordance with Rule 17.1 of the SAR 2011, where money is received in full or part settlement of a notification of costs and include professional disbursements, if that money is not placed directly in client account, a sum in settlement of those disbursements must be transferred from office account to a client account by the end of the second working day following receipt.

42. In accordance with Rule 6 of the SAR 2011, all principles in a practice must ensure compliance with the rules by the Principals themselves and by everyone employed in the practice.

43. A practice existed at the Respondent's firm from 2014 where monies on account of professional disbursements were being transferred from client to office account and not being paid within the required 2 days.

44. Instead cheques would be raised, and letters drafted purporting to send cheques for the professional disbursements, but the cheques would not actually be sent. The cheques and letters would instead be placed in a filing cabinet.

45. The cheques would ultimately be cancelled, sometimes many months or years after they were first issued, and the service providers would eventually be paid although after a significant delay. This led to a situation where there were over 900 unrepresented cheques as at 30 June 2019, totalling almost half a million pounds.

46. The Respondent decided to retain the professional disbursements because of serious cashflow issues with his firm in 2014. He did this knowing it was bad management although not being aware it was a breach of the solicitors' accounts rules.

47. Even after Thompsons had brought the issues to his attention in May 2019, the practice did not completely cease and he continued to use, although apparently for a short period of time, monies that should have been paid to a medical agency for his own purposes.

48. The Respondent personally had the benefit of client monies that he was supposed to have paid the service providers, by way of repayment of his director's loan account of £2,500 per month. Client money was also used to pay staff, Director salaries, VAT, tax and rent. The money was used to keep the firm afloat.

49. The Respondent is in breach of Rule 17.1 for the reasons already referred to. The client ledgers were not accurate as cheques were posted to them which suggested that they had been sent to service providers when in fact they had not been sent. The ledgers gave the misleading impression that payments were being made in

accordance with the SAR 2011. Consequently, the Respondent is in breach of Rule 29.1 SAR 2011.

50. The Respondent is also in breach of Rule 7 SAR 2011 as he failed to remedy promptly the shortage in client account. In May 2019 the Respondent became aware of the shortage in client account however he did not fully replace it until January 2020.

51. The Respondent lacked integrity[4] because he decided to implement a practice at his firm or acquiesced in a practice at his firm which involved delaying payment of professional disbursements for months and in some instances years in order to use the money properly due to professional creditors as working capital for the firm. The practice also involved the creation of misleading accounts by posting cheques to ledgers despite the cheques not being sent and instead being kept in a filing cabinet together with letters purporting to send the cheques.

52. The Respondent permitted this practice to continue for some 6 years knowing that it was a bad practice.

53. The public would expect solicitors to deal with client money properly and as the Respondent failed to do so, public confidence in the Respondent would be undermined.

54. The Respondent, by allowing the firm to use client money for purposes other than for which it was intended, failed to protect client money.

55. The Respondent failed to run his business effectively and in accordance with proper governance and sound financial and risk management principles. He allowed the practice described at paragraphs 43-45 of this statement to take place and thus allowed the firm to accumulate significant debts to creditors at a time when his firm were at risk of becoming insolvent.

ALLEGATION 2

56. The Respondent's firm was in serious financial difficulty from 2014 onwards. The firm could not pay staff wages and office overheads without using client money in

[4] It is well established that the word integrity connotes moral soundness, rectitude, and a steady adherence to an ethical code., See, for example, *Hoodless & Blackwell v FSA* [2003] FSMT 007. Lack of integrity is capable of being identified as present or not by an informed tribunal by reference to the facts of a particular case,. see *Newell Austin v SRA* [2017] EWHC 411 (Admin). Lack of integrity and dishonesty are not synonymous. A person may lack integrity even though not established as being dishonest. In Wingate & Evans v SRA v Malins (2018] EWCA Civ 366, [2018] P.N.L.R. 22) the Court of Appeal held that *"integrity connotes adherence to the ethical standards of one's own profession. That involves more than mere honesty."*

the form of unpaid professional disbursements which it did for some 6 years. The Respondent's firm was making a profit loss between 2015 and 2019 and by June 2019 had amassed almost half a million pound debt to creditors.

57. The Respondent admitted in interview that his firm were probably insolvent at the stage where he could not pay his firms liabilities.

58. The Respondent should have reported his financial difficulties to the SRA in accordance with Outcome 10.3 of the SRA Code of conduct 2011 which required him to notify the SRA of any material changes to relevant information about him including serious financial difficulty.

59. The Respondent failed to co-operate with his regulator by his failure to report his firm's financial difficulties in breach of Principle 7 of the SRA Principles 2011.

Recklessness in relation to allegation 1

60. The Tribunal can be satisfied that the Respondent's conduct in implementing a practice at his firm or acquiescing in a practice at his firm which involved delaying payment of professional disbursements and using the monies for his own benefit and that of the firm, was reckless as to whether that could have been a breach of the accounts rules.

61. The Respondent was also reckless in allowing a huge debt to build up to creditors in light of the risk of insolvency.

62. The Respondent's actions were reckless in accordance with the test for recklessness originally provided in **R v G [2004] 1 AC 1034** and accepted in **Brett v SRA [2014] EWHC 2974 (Admin)** and adopted by Wilkie J at [78]:

"I remind myself that the word "recklessly", in criminal statutes, is now settled as being satisfied:

"with respect to (i) a circumstance when he is aware of a risk that it exists or will exist and (ii) a result when he is aware that a risk will occur and it is, in circumstances known to him, unreasonable for him to take the risk" (See R v G [2004] 1AC 1034 Archbold para 11-51.)

I adopt that as the working definition of recklessness for the purpose of this appeal."

63. The Respondent acted recklessly by:

- Implementing a practice at his firm which was different to that previously implemented by his former chartered accountant, Mr Stockley;

- Relying upon who had no knowledge of the solicitors' accounts rules and no formal accountancy training;
- Implementing a system which he knew involved bad practice;
- Failing to check the solicitors accounts rules in respect of his treatment of unpaid professional disbursement;
- Failed to seek the advice of his firm's accountant's as to whether the practice that existed at the firm was compliant with the solicitor's accounts rules.
- Allowing the practice to continue for almost 6 years;
- Allowing the firm to build up almost half a million pound in debt to creditors;

64. No reasonable solicitor in the Respondent's position and of his experience would have acted as he did. He should have ensured that he consulted the Solicitors Accounts Rules or obtained advice from a qualified accountant before deciding to delay the payment of professional disbursements and using them. Although the Respondent may not have been aware of the specific accounts rules that he was breaching, he would have been aware of the risk that the bad practice was in breach of the rules.

65. Further no reasonable solicitor in the Respondent's position and experience would have allowed his practice to build up such level of debt in light of the risk of insolvency. The risks of engaging in this course of action must have been obvious to the Respondent. In particular, it must have been within his contemplation that he would potentially be unable to repay the huge debt and that the professionals concerned would suffer loss if it transpired that he was unable to repay the sums concerned.

MITIGATION

66. The following mitigation is advanced by the Respondent. It is not endorsed by the SRA:

- He did not realise that delaying the payment of professional disbursements was a breach of the Solicitors Accounts Rules;
- He was in financial difficulty during the period of delaying the payment of professional disbursements;
- He stopped the practice at his firm when he discovered that it was a breach of the rules although there were further instances in respect of payments

received for a medical agency as he was seeking advice on whether the monies owing to them was client monies;

- He fully rectified the shortage in client account by 18 December 2019 and paid all outstanding disbursements by 7 January 2020.
- He made a self-report to the SRA about the misconduct;
- He co-operated with the SRA investigation and made admissions to the allegations;
- He sincerely regrets his actions in allowing the breaches to occur and fully accepts that he failed in his duties in respect of his firm;
- There was no dishonesty on his part;
- There was never an intention to avoid payment of the disbursements but merely delay payment to assist with cashflow issues.

PROPOSED SANCTION

67. The proposed sanction is that the Respondent be struck off from the roll and that he pays the SRA costs in the fixed sum of £20,611.38.

Explanation as to why the sanction is in accordance with the SDT's guidance note on sanction

70. The Respondent is highly culpable for the admitted breaches of the rules and principles. He was the COLP, owner and sole equity partner of the firm and together with the COFA, was responsible for managing the finances of the firm. The Respondent is a very experienced solicitor who at the start of the retention of the professional disbursements was over 30 years qualified.

71. The Respondent was motivated to retain professional disbursements because of financial difficulties at his firm which included cash flow issues with his firm which lasted many years. He had direct control over the circumstances that gave rise to the retention of professional disbursements because of his position at the firm.

72. He acquiesced in the practice at the firm of delaying the payment of professional disbursements which he knew to be bad practice. He was aware of the process of writing out cheques but not sending them and the posting of cheques to the ledgers which gave a misleading impression that disbursements had been paid.

73. Harm was caused to the service providers who had to wait for many months and in some cases years before they received payment for their services. This was whilst the Respondent used the client money that they were due for the benefit of himself and his firm. There was a risk that the service providers might not have received all the money they were due had the firm gone into administration.

74. At 30 June 2019, there was a cash shortage in client account of £485,280.08 which consisted of 951 unrepresented cheques for unpaid professional disbursements.

75. The following aggravating features are relevant:

- The Respondent's acted recklessly;
- The Respondent and his firm benefited from the use of client money;
- The conduct continued over a period of some 6 years;
- The conduct was deliberate;
- There conduct led to a client account shortage of almost half a million pounds.
- The Respondent ought reasonably to have known that unpaid professional disbursements was client money and that to use it in the manner he did was a material breach of his obligations under both the SRA Accounts Rules 2011 and the Solicitors Practice Rules 2011.

76. Strike off the roll is the appropriate sanction. The Respondent's conduct involves an extremely serious breach of Principle 2 of the SRA Principles, that is the requirement to act with integrity. Maintaining public confidence in the reputation of the profession warrants a strike off. The sanction is proportionate to the totality of the admitted acts of misconduct.

Dated this 7th July 2020

Alan Joseph Fitzpatrick

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Respondent

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