

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12331-2022

## BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

WENDY MICHELLE RANDALL

Respondent

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Before:

Ms A Horne (in the chair)

Mr A Ghosh

Mrs S Gordon

Date of Hearing: 22 August 2022

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## Appearances

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

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## JUDGMENT ON AN AGREED OUTCOME

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## **Allegations**

1. The allegation against Ms Randall made by the Solicitors Regulation Authority Ltd (“SRA”) was that, whilst in practice at Hillyer McKeown LLP (“the Firm”) she:
  - 1.1 On or around 5 August 2016, signed two Affidavits to confirm that the Affidavits had been signed and sworn in her presence, when this was not the case; and in doing so breached any or all of Principles 2 and 6 of the SRA Principles 2011 (“the Principles”) and failed to achieve Outcome 11.4 of the SRA Code of Conduct 2011 (“the Code”).
2. Allegation 1.1 was advanced on the basis that Ms Randall’s conduct was dishonest. Dishonesty was alleged as an aggravating feature of her misconduct but proof of dishonesty was not required to establish the allegation or any of its particulars.
3. Ms Randall admitted allegation 1.1 and also admitted that her conduct had been dishonest.

## **Documents**

4. The Tribunal had before it the following documents:-
  - Rule 12 Statement and Exhibit LF/1 dated 13 May 2022
  - Ms Randall’s Answer to the Rule 12 Statement dated 13 June 2022
  - Statement of Agreed Facts and Outcome dated 18 August 2022

## **Background**

5. Ms Randall was admitted to the Roll in September 1988. At the material time, she was employed by the Firm. Ms Randall held a current Practising Certificate, free from conditions.

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

6. The parties invited the Tribunal to deal with the Allegation against Ms Randall 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**

7. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Ms Randall’s rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
8. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Ms Randall’s admissions were properly made.

9. The Tribunal considered the Guidance Note on Sanction (10<sup>th</sup> Edition/June 2022). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. Ms Randall was an experienced solicitor who was solely responsible for her conduct. She had caused harm to the reputation of the profession, and had undermined the trust placed in her and the provision of legal services. The Tribunal accepted that the misconduct was not planned, and that Ms Randall had insight into her misconduct. She had made open and frank admissions and had co-operated with the investigation into her conduct. The Tribunal considered that Ms Randall's departure from the standards expected of her was serious. Particularly given the admission and finding of dishonesty, the Tribunal considered that sanctions such as No Order, a Reprimand, a Fine, Restrictions or a Suspension did not adequately reflect the seriousness and gravity of Ms Randall's misconduct. The parties submitted that the appropriate sanction was to strike Ms Randall off the Roll. The Tribunal agreed that the proposed sanction was the only appropriate and proportionate one in all the circumstances. Accordingly, the Tribunal approved the application for the matter to be dealt with by way of an Agreed Outcome.

### **Costs**

10. The parties agreed that Ms Randall should pay costs in the sum of £6,810. The Tribunal considered that the costs agreed were reasonable and, accordingly, ordered that Ms Randall pay costs in the agreed sum.

### **Statement of Full Order**

11. The Tribunal ORDERED that Ms Randall, solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £6,810.00.

Dated this 7<sup>th</sup> day of September 2022  
On behalf of the Tribunal



**JUDGMENT FILED WITH THE LAW SOCIETY**  
**7 SEPT 2022**

A Horne  
Chair

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

WENDY MICHELLE RANDALL

Respondent

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STATEMENT OF AGREED FACTS AND OUTCOME

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Introduction

1. By a statement made by Lyndsey Farrell on behalf of the Solicitors Regulatory Authority Limited ("the SRA") pursuant to Rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019, dated 13 May 2022 ("the Rule 12 statement"), the SRA brought proceedings before the Tribunal making allegations of professional misconduct against the Respondent, set out below. Definitions and abbreviations used herein are those set out in the Rule 12 Statement.
2. The Respondent is prepared to make admissions to all Allegations in the Rule 12 Statement, as set out in this document.

Admissions

3. The Respondent admits all the Allegations made against her in the Rule 12 Statement, namely:

"1. *The Allegations against the Respondent, Wendy Michelle Randall, made by the SRA, are that, while in practice at Hillyer McKeown LLP ("the Firm"), she:*

1.1. *On or around 5 August 2016, signed two Affidavits to confirm that the Affidavits had been signed and sworn in her presence, when this was not the case;*

*and in doing so breached any or all of Principles 2 and 6 of the SRA Principles 2011 and failed to achieve Outcome 11.4 of the SRA Code of Conduct 2011*

### **Dishonesty**

2. *In addition, Allegation 1.1 above is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but proof of dishonesty is not required to establish the Allegations or any of their particulars."*

### **Agreed Facts**

4. The Respondent is a solicitor (SRA ID: 139441) who was admitted to the Roll on 1 September 1988. At the time of these Allegations, the Respondent was employed by the Firm (SRA ID: 514842), who were registered at George Stacks House, George Street, Chester, CH1 3EQ.
5. The Respondent is currently employed by HM Legal Services Limited (t/a Hillyer McKeown) (SRA ID: 657043), which has been registered as a licensed body with the SRA since 2 January 2020. HM Legal Services Limited has the same registered address as that previously held by the Firm.
6. The Respondent has a current Practising Certificate, free from conditions

### ***Initial complaint***

7. On 29 May 2020, Ms A sent a letter of complaint to the Firm about the Respondent's conduct in relation to the signing of the Affidavits. The letter makes the following points:



- 7.1 That Ms A had discovered the Affidavits when clearing out files as a result of her divorce from Mr A;
  - 7.2 That the signature that purported to be hers on these documents was in fact forged by Mr A;
  - 7.3 That this had taken place without Ms A's consent;
  - 7.4 That it was Ms A's belief that these documents had been produced by Mr A, the Respondent and Person B (the Respondent's daughter) as, at the time, Person B was working as Mr A's P.A, and the two were in a relationship; and
  - 7.5 That in Ms A's view, the Firm should take the following steps: (i) discipline the Respondent; (ii) formally apologise to her (Ms A); and (iii) *"indemnify me for the distress this has caused me"*.
8. Ms A subsequently provided copies of the Affidavits in question to the Firm. These forms related to her two children: Child A1 and Child A2.
9. Both of these documents appear to have been issued by the Department of Home Affairs in South Africa. Both documents are headed:

*"SUGGESTED FORMAT: PARENTAL CONSENT AFFIDAVIT  
(CONSENT FOR PERSON UNDER THE AGE OF 18 TO TRAVEL TO OR FROM THE  
REPUBLIC)"*

10. The first of these documents purports to provide consent from both Ms A and Mr A for Child A1 to travel to South Africa, and for him to be accompanied by Mr A.
11. The second of the documents purports to provide consent from both Ms A and Mr A for Child A2 to travel to South Africa, and for her to be accompanied by Ms A.
12. The first page of both of these documents purports to contain the signatures of both Ms A and Mr A.
13. The second page of both of these documents contains the declaration, which has been signed by the Respondent. This declaration reads as follows:

*"Thus signed and \*\*sworn/solemnly affirmed before me on this 5<sup>th</sup> day of August 2016."*

14. The word, "*solemnly*" has been deleted with handwriting on both Affidavits; presumably to give the impression that an oath was sworn, rather than an affirmation given.

15. Directly under the signed declaration, the form contains the following words:

*"Commissioner of Oaths*

*(May be attested free of charge at any embassy or mission of the Republic of South Africa).*

16. The Respondent, following her signature, has provided her name, capacity, location and contact telephone number. A stamp for the Firm has also been attached to both documents.

17. In addition to signing to confirm that the Affidavits had been signed and sworn before her, the Respondent also appears to have certified copies of:

17.1 Mr A's passport;

17.2 Ms A's passport; and

17.3 Child A1's Birth Certificate.

*Witness statement of Ms A*

18. Following her initial complaint to the Firm, Ms A provided further clarification of the incident in the witness statement she provided to the SRA on 29 September 2021. The following points can be discerned from the witness statement:

18.1. In August 2016, Mr A and Ms A were due to travel to South Africa, with their two children, Child A1 and Child A2. Mr A was a South African national. It had been planned that Mr A would travel first with Child A1, before Ms A would travel out a few days later with Child A2;

- 18.2. Mr A informed Ms A that she would need to sign something before they travelled, but he eventually told Ms A that the issue had been resolved without Ms A having to sign anything;
- 18.3. Mr A and Child A1 flew out to South Africa on 11 August 2016. Mr A left a brown envelope containing documents with Ms A and informed her that she would need to hand this to immigration upon her arrival in South Africa, along with her passport and that of Child A2. Ms A did not open the envelope to look at the documents;
- 18.4. On 16 August 2016, Ms A and Child A2 flew out to South Africa to join Mr A and Child A1. As instructed, Ms A handed the envelope to immigration upon arrival in South Africa. The immigration officer inspected the documents and then returned them to Ms A. She placed them back in the envelope without looking at them. When she met up with Mr A, she handed the envelope to him;
- 18.5. Following her separation from Mr A in 2019, Ms A was looking through personal papers for documents needed for the divorce. It was at this point that she discovered the Parental Consent Affidavits;
- 18.6. Upon inspection of these documents, she noted that it was not her signature on these forms. She recognised that it was Mr A's handwriting on these documents;
- 18.7. Ms A has never met the Respondent, nor been to the office of the Firm;
- 18.8. The fact that Mr A had been able to complete a Parental Consent Affidavit, permitting her children to travel to South Africa, without her involvement was a point of concern for Ms A during a very acrimonious divorce; and
- 18.9. Ms A was aware that the Respondent was the mother of one of the former employees of Ms A and Mr A, namely Person B.

*Firm's investigation*



19. As a result of receiving the letter of complaint from Ms A and the further documents, the Firm interviewed the Respondent on 19 June 2020. The interview was conducted by Paul Beckett, the Firm's Practice Manager, and a HR Advisor. In the course of the interview, the Respondent was shown a copy of the documents that had been received from Ms A and asked if she recognised them. The Respondent's answer is recorded as follows:

*"WMR states that she does recognise them, and she did indeed sign the documents in absentia. WMR recognises and agrees that this is not the correct process for such documents and that WMR should not have signed them without meeting the client. WMR states how sorry she is that this has happened, she only signed the documents as a last minute favour for the client so they could go on holiday as planned, she thought that as the client jointly owned a business with her husband, it may be able to bring more work into the firm. WMR emphasises that this was a one off temporary lack of judgement, and that she has never been dishonest or lacked integrity in any other decision or aspect of her job"*

20. The following additional remarks were recorded as having been made by the Respondent:

*"WMR explains that there are personal reasons why she feels that the complaint has been submitted, regarding a relationship with WMR's daughter and the client's husband. WMR's daughter worked as a PA for the client and her husband, and WMR's daughter had a relationship with the client's husband. The client has made previous anonymous phone call to WMR at work posing as a potential new client, to confront WMR about her daughter. Neither WMR, nor her daughter has had any contact with the client or the client's husband for a number of years. WMR recognises that this does not change what has happened, and that she still fully holds herself responsible for signed the affidavit in absentia, however wanted to provide full disclosure on some of the background information."*

*"WMR apologises again for the lapse in judgement and re-iterates that she has not been dishonest or lacked integrity in any other instance since practising as solicitor."*

21. A statement provided by Paul Beckett to the SRA on 28 June 2021 added to this interview by confirming, of the Respondent's comments in the 19 June 2020 interview:

*"She did not offer any explanation that she had misunderstood the nature of the documents or the requirements for their completion"*

#### *Outcome of Firm's investigation*

22. On 23 June 2020, the Firm reported this matter to the SRA.
23. On 18 July 2020, the Firm issued the Respondent with a final written warning in relation to this incident.

#### *SRA's investigation*

24. The SRA attempted to make contact with the Respondent<sup>1</sup> in relation to this incident throughout the autumn of 2020. However, the first piece of correspondence from the SRA that received a response from the Respondent was a letter and e-mail dated 27 April 2021. As part of a series of questions raised by the SRA in this correspondence, the Respondent was asked to confirm if she was aware of the requirements of the Oaths Act 1978 for administering an oath.
25. The Respondent replied to the SRA on the 27 April 2021, confirming that a full response would be forthcoming before 19 May 2021.
26. On 11 May 2021, the SRA received an e-mail from Mr Goodwin, the Respondent's representative, attaching representations in response to the SRA's 27 April 2021 letter. The following points were raised in relation to the background of this incident:

*"By way of background as to that which occurred, it is important to contextualise the involvement of WR's daughter, [Person B], who was employed as a PA at [Firm C], which was owned by [Mr A and Ms A], who were husband and wife.*

*I am instructed that [Person B] started work for the company in early 2016 and, in so far as WR understood the position, she was employed by both [Mr A and Ms A]. At that time, [Person B] lived with WR and her partner and during daily conversations she was able*

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<sup>1</sup> By sending emails and letters to the addresses on the Respondent's MySRA profile



*to ascertain that [Ms A] managed the HR and payroll side of the company, and that [Mr A] was often away from the office on business.*

*WR recalls a period prior to August 2016, when [Mr A and Ms A], travelled abroad without their children and [Person B] was asked, as part of her employment duties, to collect the children from school in Chester on a daily basis, for a week or so. [Person B] would take the children from school to their home where [Ms A]'s father was staying to look after the children.*

*Sometime in 2017, WR received a telephone call from [Ms A], who left a message purporting to be a client who required a Will preparing, and left her name as Smith. When WR returned the call, I am instructed that [Ms A] was abusive and unpleasant to WR, and in relation to her daughter, and it became apparent to WR that during the latter part of her employment until she left the company in March 2017, [Person B] had been in a short term relationship with [Mr A]"*

27. In relation to the passage of time since the incident, the following points were made:

*"The events the subject of your request for information date back to August 2016, approximately 4 years 9 months ago.*

*WR has done the best she can to recall the circumstances of that which occurred, and whilst it will be appreciated that WR wishes to co-operate as best she can, is hampered in providing detailed information and comment as regards that which occurred, due to the lapse of time and fading memory.*

*...To provide a view and comment against the background that WR can remember very little regarding the isolated and discrete events that took place on 5 August 2016, could unwittingly result in errors, and which could be unfair to both the Authority and WR"*

28. In relation to the incident itself, the following comments were made:

*"Doing the best she can to recall the events of 5 August 2016, WR recalls that [Person B] asked if WR could assist as she (that is to say [Person B]), was finalising the travel arrangements for both [Mr A and Ms A] and the family, who were due to travel in a matter*

*of days, with a weekend in between. WR was aware that [Mr A] was extremely busy, often travelling on business, following discussions with her daughter and, in so far as she can now recall, [Person B] presented WR with the completed and signed declarations and the original documents which WR certified copies of"*

*"WR was aware of the close working relationship between her daughter and [Mr A and Ms A] and that [Person B] would often be instructed to assist and organise their travel arrangements. Given [Person B]'s involvement in the travel arrangements for their imminent trip, WR had no reason, at the time, to believe that [Ms A] had not signed the declaration, and was of the genuine belief, that she was assisting [Mr A and Ms A] at a time when the trip was imminent"*

*"...WR now accepts, informed with the benefit of hindsight and reflection, that she made an error of judgement in proceeding as she did, but in the genuine belief, that she could proceed as she did given the connection between her daughter and [Mr A and Ms A] and, in the genuine belief, that the completed and signed documents provided by [Person B] from [Mr A and Ms A] had been completed and signed by them"*

*"It is important to keep in mind the context in relation to that which occurred on 5 August 2016 and, in particular, that WR was aware that her daughter worked for [Mr A and Ms A], knew them and knew that their signatures were genuine and which she proceeded to verify, based upon the documentation she was provided with"*

*"...WR did not, at the time, perceive the documents to be oaths, but rather certification of documentation. WR is entirely remorseful and, indeed, mortified that her actions and genuine positive intention to assist [Mr A and Ms A], could be perceived in any adverse way"*

29. In response to the specific questions raised by SRA in 27 April 2021 letter, the following points were made:

- 29.1. That the Respondent was aware of the requirements of the Oaths Act 1978, but she did not treat and/or perceive the documentation as oaths;
- 29.2. That the signing of the documents had not occurred in the presence of Mr A and Ms A, but she genuinely believed that the signatures that appeared on



these documents were those of Mr A and Ms A. To the best of her recollection, the Respondent would have compared the signatures on the passports with those that appeared of these forms;

29.3. Due to the nature of her daughter's working relationship with Mr A and Ms A, and having seen their passports, the Respondent had no reason to doubt the validity of the signatures on these forms;

29.4. In response to the query why, if Mr A and Ms A were not present on 5 August 2016, the Affidavit had been signed to confirm that it had been sworn before the Respondent, the following comments were made:

*"WR accepts that that which she did was an error of judgement and, indeed, to use my clients own words a, "moment of madness", informed by the particular circumstances existing on 5 August 2016, when she was presented with the forms and documentation by her daughter and, more particularly, the close working relationship and the assistance provided by her daughter to [Mr A and Ms A] in connection with their travel arrangements.*

*Whilst WR, to her considerable credit now accepts, informed with the benefit of hindsight and reflection, that which she did was in error, it was done with the best possible of intention to assist [Mr A and Ms A], who she knew at the time were extremely busy and that the matter was of some urgency due to the imminent holiday.*

*For the avoidance of any doubt, WR would not have signed the documentation had she not known as much about [Mr A and Ms A] and her daughters close working relationship with them, as their PA.*

*WR trusted, and still does, her daughter implicitly and relied significantly on her assurances, together with original documents, to compare and verify the signatures"*

30. On 15 October 2021, the SRA served a Notice recommending referral to the Tribunal along with its accompanying bundle, upon the Respondent.
31. On 15 November 2021, Mr Goodwin sent an e-mail to the SRA, attaching further representations and a bundle of documents. In the course of these representations, the following points were made:
  - 31.1. The Respondent admitted breaches of Principles 2 and 6 of the SRA Principles 2011 ("the Principles") and Outcome 11.4 of the SRA Code of Conduct 2011 ("the Code of Conduct"), but denied acting dishonestly;
  - 31.2. The Respondent denied only raising the issue of her treating the Affidavits as a simple certification of documents for the first time in the 11 May 2021 representations, claiming that it had been raised both in the 19 June 2020 meeting, and was raised later on that day with Ian Millington, another Partner in the Firm; and
  - 31.3. That the Respondent was not provided with a copy of the 19 June 2020 meeting note until it was received as part of the SRA's bundle, and so was not afforded an opportunity to comment on or suggest correction to those notes
32. The bundle of documents provided by Mr Goodwin included the following:
  - 32.1. Correspondence between the Firm and Ms A regarding her complaint;
  - 32.2. A signed account from Person B; and
  - 32.3. Character references for the Respondent from seven individuals.
33. It should be noted that whilst the Respondent expressly denied dishonesty in her response to the Notice, she now admits that her conduct was dishonest.

#### **Breaches of Principles and the Code of Conduct**

34. On or around the 5 August 2016, the Respondent signed two Parental Consent Affidavits to confirm that these documents had been signed and sworn before her by both Mr A



and Ms A, when that was not in fact the case. The Respondent accepted that she signed these documents without Mr A and Ms A being present in:

34.1. Her 19 June 2020 interview with the Firm;

34.2. The 11 May 2021 representations that were submitted on her behalf; and

34.3. The 15 November 2021 representations in response to the Notice.

35. As made clear in the Parental Consent Affidavits, there was a requirement for either an oath or an affirmation to be taken. Section 1 of the Oaths Act 1978 states:

*“(1) Any oath may be administered and taken in England, Wales or Northern Ireland in the following form and manner:-*

*The person taking the oath shall hold the New Testament or, in the case of a Jew, the Old Testament, in his uplifted hand, and shall say or repeat after the officer administering the oath the words “I swear by Almighty God that.....”, followed by the words of the oath prescribed by law.”*

36. In signing to confirm that the documents had been sworn before her, when that was not the case, the Respondent has failed properly to administer an oath, affirmation or declaration. For that reason, it is alleged that the Respondent has failed to achieve Outcome 11.4 of the Code of Conduct.

37. In signing to confirm that the Parental Consent Affidavits had been both signed and sworn in her presence, when they had not, the Respondent undermined the requirements imposed by the Department of Home Affairs for South Africa in relation to the travel of children to and from the country. Regardless of the Respondent's motives for doing this, the discovery of the same caused worry and distress for Ms A during her divorce from Mr A. On any view, this conduct could have damaged the trust the public places in solicitors and the provision of legal services. For that reason, a breach of Principle 6 of the Principles is alleged.

38. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one's own profession. A solicitor acting with integrity (i.e. with moral soundness, rectitude and steady adherence with an ethical code) would not have signed an Affidavit, nor indeed any document, regardless of the circumstances, to confirm that this document had been signed and sworn before them, when that was not the case. On this basis, a breach of Principle 2 of the Principles is alleged.

*Dishonesty in relation to Allegation 1.1*

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

*"When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to the 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."*

40. It is the Applicant's case that the Respondent's assertions that she thought the Parental Consent Affidavits simply required her to certify the signatures of Mr A and Ms A are undermined by a simple reading of the documents themselves given that:

40.1. The signatory is signing to confirm that the document has been both signed and sworn/solemnly affirmed before them; and

40.2. Below the section for the signature to be inserted, are the words "*Commissioner of Oaths (May be attested free of charge at any embassy or mission of the Republic of South Africa)*"

41. It follows that anyone reading these documents would understand that the intended signatory for the second page of this document was being asked to confirm more than a simple signature match.

42. Furthermore, someone, presumably the Respondent as the signatory, has deleted the word, "*solemnly*" on both of the Affidavits. These documents have therefore been completed to suggest that an oath was taken, rather than an affirmation. The



amendment to both of the Affidavits in this manner is inconsistent with an assertion that all that was required was certification of a signature.

43. At the time of signing the relevant sections on both Affidavits to confirm that the forms had been signed and sworn before her, the Respondent knew:

43.1. That the documents had not been signed before her;

43.2. That the documents had not been sworn before her.

44. Again, it follows that in signing to confirm that the documents had been both signed and sworn before her, when that had not happened, the Respondent was knowingly making a false declaration. Regardless of her motives for making that false declaration, however well-intentioned they may have been, this is conduct that would be viewed as dishonest by the standards of ordinary and decent people.

45. In any event, the Respondent's comments in her 19 June 2020 interview with the Firm suggest that her motives, whilst primarily focussed on assisting Mr A and Ms A, may have included securing a benefit for the Firm:

*"...she only signed the documents as a last minute favour for the client so that they could go on holiday as planned, she thought that as the client jointly owned a business with her husband, it may be able to bring more work into the firm"*

46. Furthermore, on two separate occasions in that 19 June 2020 interview, the following comments were attributed to the Respondent:

*"WMR emphasis that this was a one off temporary lack of judgement, and that she has never been dishonest or lacked integrity in any other decision or aspect of her job"*

*"WMR apologises again for the lapse in judgement and re-iterates that she has not been dishonest or lacked integrity in any other instance since practising as a solicitor"*

47. To assert that one has never been dishonest in any other decision or instance is to suggest, albeit tacitly, acceptance of dishonesty on that particular occasion.

48. For all those reasons, it is submitted that the Respondent acted dishonestly in signing the Parental Consent Affidavits on or about the 5 August 2016.

## Mitigation

49. The following points are advanced by way of mitigation on behalf of the Respondent, but their inclusion in this document does not amount to adoption or endorsement of such points by the SRA:
- 49.1. The Respondent offers her genuine and sincere apology for that which occurred. The Respondent was admitted as a solicitor on 1 September 1988 and other than matters the subject of these proceedings has an exemplary and unblemished disciplinary and regulatory history of 33 years qualification.
- 49.2. The Respondent made a significant error of judgement, albeit with the best of intentions which the Respondent accepts and recognises, with deep regret will result in the loss of her career and livelihood. The Respondent recognises that she will have to live the rest of her life with the stigma of being a 'disgraced solicitor' and which is not the career legacy she ever dreamt of upon qualification.
- 49.3. Prior to the matter the subject of these proceedings, the Respondent had an exemplary and unblemished career and was a highly regarded solicitor who had earned the trust of many clients and colleagues and which has been destroyed by what the Respondent recognises was her own significant error of judgement albeit isolated and a single mistake.
- 49.4. The Respondent is truly sorry for her actions and factors mitigating the seriousness of the identified breach include:
- The Respondent's intention was to assist Ms A and her family having regard to their imminent travel arrangements.
  - The Respondent has co-operated with the SRA investigation to include making admissions prior to the decision to refer her conduct to the SDT.
  - Genuine insight into her failings, to include open and frank admissions during the course of the SRA investigation and within the SDT proceedings as set out in this document.
  - Remorse, genuine insight and acceptance that the serious error of judgement and the admitted dishonesty will inevitably result in the necessary penalty of strike off.
  - The Respondent offers her sincere and genuine apology and is truly sorry for the error of judgement that has resulted in the loss of her career and of which she was tremendously proud.
- 49.5 In paragraph 24 of this document the SRA sets out its attempt to contact the Respondent in Autumn of 2020. No adverse inference should be drawn from any delay from the Respondent. By way of explanation, the Respondent left her previous employer in September 2014 and regrettably forgot to update the SRA with her new email address. As soon as the Respondent discovered the error, she rectified it



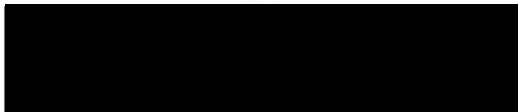
immediately and, subsequently, engaged with the SRA and fully co-operated with the SRA investigation and the SDT following the issue of proceedings.

### **Agreed Outcome**

50. The Respondent agrees to be struck-off the Roll and to pay a contribution to costs to the SRA in the sum of £6,810.
51. The costs set out above include a reduction for the case having concluded by way of Agreed Outcome.
52. The parties consider and submit that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanction (10<sup>th</sup> Edition).
53. It is agreed that:
  - 53.1. Neither a reprimand, fine, restrictions nor a suspension are sufficient for the protection of the public and the protection of the reputation of the profession; and
  - 53.2. This is not a case in which "exceptional circumstances" exist, which would justify the Tribunal departing from the usual sanction of imposing a strike-off in cases involving dishonesty.
54. In respect of the level of culpability:
  - 54.1. The Respondent had been on the Roll for nearly twenty-eight years at the time of these Allegations; and
  - 54.2. Whilst this may not have been pre-planned or premeditated dishonesty, nor did it involve any direct benefit for the Respondent, her comments in the interview with the Firm suggest that she hoped to accrue new business for the Firm by bending the rules to assist Mr and Mrs A.
55. In respect of the level of harm:

- 55.1. The public are entitled to expect that members of the legal profession, when entrusted to complete such forms, will do so correctly and honestly. To do otherwise undermines the trust and confidence afforded to solicitors in the role they play in certifying or witnessing the signing of such documents;
- 55.2. The discovery that Mr A had been able to complete these forms (forms that would permit one parent to travel to South Africa with children without the other parent being present) without any input from Mrs A, which of course had been facilitated by the Respondent signing to confirm that she witnessed Mrs A's signature and taken an oath from her, was a cause of anxiety for Mrs A during an acrimonious divorce.
56. In respect of mitigating features, the Respondent's mitigation is set out at paragraph 49 above.
57. The Parties consider that in light of the admissions set out above and taking due account of the mitigation put forward by the Respondent, the proposed outcome represents a proportionate resolution of the matter which is in the public interest.

Signed:

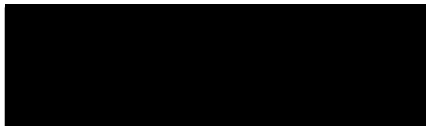


Wendy Michelle Randall

Date:

17th August 2022

Signed:



Mark Rogers, Partner, Capsticks Solicitors LLP

On behalf of Solicitors Regulation Authority Limited

Date:

18 August 2022