SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No.12354-2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

GEORGE CONSTANTINE PANAGOPOULOS Respondent

Before:

Ms A Horne (in the chair)
Mr W Ellerton
Mr B Walsh

Date of Hearing: 20 – 23 February 2023

Appearances

Cameron Scott, barrister in the employ of Capsticks LLP, 1 St George's Street, Wimbledon, London SW19 4DR for the Applicant.

Jonathan Goodwin, solicitor-advocate of Jonathan Goodwin Solicitor Advocate, 9 Ridgewood Drive, Pensby, Wirral, CH61 8RF for the Respondent.

JUDGMENT

Allegations

1. The allegations made against Dr Panagopoulos by the Solicitors Regulation Authority Limited ("SRA") were that:

Allegation 1

1.1 On or around 21 October 2019, he instructed his secretary to bill three of the Firm's clients for personal expenses incurred by him for a trip to London with his daughter. In doing so, the Respondent breached both or either of Overseas Principles 2 and 6 of the SRA Overseas Rules 2013 ("the 2013 Rules").

1.2. Allegation 1.1 is made on the basis that Dr Panagopoulos acted dishonestly. Dishonesty is alleged as an aggravating feature of Dr Panagopoulos's misconduct but is not an essential ingredient of proving the allegation.

Allegation 2

2.1. On or around 25 February 2020, Dr Panagopoulos altered billing documents prior to a meeting on 26 February 2020 at which he knew he would be questioned about his expenses. In doing so Dr Panagopoulos breached all or any of Overseas Principles 2, 4 and 5 of the SRA Overseas and Cross-Border Practice Rules (that came into force on 25 November 2019) ("the 2019 Rules").

Allegation 3

3.1. During a meeting on 26 February 2020, Dr Panagopoulos represented that the alterations he made to the billing documents immediately prior to the meeting were made at the time he first reviewed these documents, knowing that the representation was untrue. In doing so, Dr Panagopoulos breached all or any of Overseas Principles 2, 4 and 5 of the 2019 Rules.

Executive Summary

4. The Tribunal did not find that Dr Panagopoulos had instructed his secretary to bill client files for personal expenses as alleged. It was plain, on the evidence and as a matter of fact, that he had not done so. The instruction he had given his secretary was to charge the expenses to three client files. Accordingly, the Tribunal dismissed allegations 1.1 and 1.2.

5. The Tribunal found that Dr Panagopoulos had altered billing documents as alleged and had made a false representation as to when the amendments were made. The Tribunal found such conduct to have been dishonest.

6. The Tribunal's findings can be accessed here:

- Allegations 1.1 and 1.2
- Allegation 2

- Allegation 3

Sanction

7. Having found that Dr Panagopoulos had acted dishonestly, the Tribunal determined that striking him of the Roll was the proportionate sanction. The Tribunal did not find that there were any exceptional circumstances that would justify the imposition of a lesser sanction. The Tribunal's sanction and its reasoning on sanction can be found here:

- Sanction

Documents

8. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):

- Rule 12 Statement and Exhibit JTC1 dated 6 July 2022
- Respondent's Answer and Exhibits dated 21 August 2022
- Applicant's Schedule of Costs dated 10 February 2023
- Testimonials provided on the Respondent's behalf

Preliminary Matter

9. Applicant's application for the assistance of an interpreter for Ms Kourkouvela

9.1 Mr Scott applied for permission to use an interpreter to assist Ms Kourkouvela. Whilst she spoke English, her first language was Greek and she had communicated with Dr Panagopoulos in Greek.

9.2 Mr Scott referred the Tribunal to the Equal Treatment Benchbook. Paragraph 99 stated:

> "Many parties, witnesses and even representatives, who do not speak English as a first language but use it socially and at work, feel able to appear in court without an interpreter. Nevertheless they may be at a disadvantage when seeking to ask or answer questions and argue their case in the formal and artificial setting of a court hearing."

9.3 Mr Scott submitted that, whilst Ms Kourkouvela used English at work, in a setting such as the Tribunal, she might struggle to understand the detailed questions that were likely to be put to her. Dr Panagopoulos had stated in his written evidence that his discussions with Ms Kourkouvela at work had taken place in Greek.

9.4 It was not being suggested that all questions and answers should be interpreted, but that an interpreter should be present to assist Ms Kourkouvela in the event that she did not understand a question, or was unable to answer in English.

9.5 Mr Goodwin did not object to the assistance of an interpreter in the way suggested by the Applicant.

9.6 The Tribunal determined that in order to ensure that Ms Kourkouvela was able to provide her best evidence, the application for an interpreter to assist Ms Kourkouvela when required was both fair and in the interests of justice. Accordingly, the application was granted.

Factual Background

10. Dr Panagopoulos was admitted to the Roll of Solicitors on 17th July 2000. From 1 January 2007 to 2 March 2020, he was employed by Reed Smith LLP ("the Firm") and was the Office Managing Partner of the Firm's office in Athens. He held a current unconditional Practising Certificate.

Witnesses

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

- Kevan Skelton
- Robin Jeffcott
- Eleni Kourkouvela
- George Brown
- George Panagopoulos

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

Findings of Fact and Law

13. 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 Dr Panagopoulos'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.

Dishonesty

14. The test for dishonesty was that set out in Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67 at [74] as follows:

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

15. When considering dishonesty the Tribunal firstly established the actual state of the Respondent's knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether his conduct was honest or dishonest by the standards of ordinary decent people. When considering dishonesty, the Tribunal had regard to the references supplied on behalf of Dr Panagopoulos. Those references were impressive, and had been obtained from many eminent members of the profession. The Tribunal noted that the references attested to the professionalism, honesty and integrity that the writers had seen from Dr Panagopoulos in their dealings with him.

Integrity

16. The test for integrity was that set out in Wingate and Evans v SRA and SRA v Malins [2018] EWCA Civ 366, as per Jackson LJ:

> "Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members … [Professionals] are required to live up to their own professional standards … Integrity connotes adherence to the ethical standards of one's own profession".

17. **Allegation 1.1 - On or around 21st October 2019, he instructed his secretary to bill three of the Firm's clients for personal expenses incurred by him for a trip to London with his daughter. In doing so, the Respondent breached both or either of Overseas Principle 2 and Principle 6 of the 2013 Rules.**
Allegation 1.2 - Allegation 1.1 was made on the basis that Dr Panagopoulos acted dishonestly. Dishonesty is alleged as an aggravating feature of Dr Panagopoulos's misconduct but is not an essential ingredient of proving the allegation.

Allegation 2 - On or around 25 February 2020, Dr Panagopoulos altered billing documents prior to a meeting on 26 February 2020 at which he knew he would be questioned about his expenses. In doing so Dr Panagopoulos breached all or any of Overseas Principles 2, 4 and 5 of the 2019 Rules.

Allegation 3 - During a meeting on 26 February 2020, Dr Panagopoulos represented that the alterations he made to the billing documents immediately prior to the meeting were made at the time he first reviewed these documents, knowing that the representation was untrue. In doing so, Dr Panagopoulos breached all or any of Overseas Principles 2, 4 and 5 of the 2019 Rules.

The Applicant's Case

17.1 The Firm reported this matter to the SRA on 11 March 2020. The report stated that expenses claimed by Dr Panagopoulos for flights, taxis, subsidence and hotel expenses, totalling approximately €3000, for himself and his daughter relating to a trip to London from 26 to 29 October 2020 had been charged to three client files. Most of the expenses had subsequently been written off at the point of billing, and so were a cost to the Firm

rather than having been billed to clients. €480.62 was billed to a client, and was being reimbursed by the Firm.

17.2 The Firm's management was concerned that this was a purely personal trip, and not a business expense, and decided to investigate the matter. Robin Jeffcott, a then partner in the Firm's employment group and member of the Firm's leadership team, and Kevan Skelton, the Firm's Chief Human Resources Officer, were asked to investigate.

17.3 Mr Jeffcott and Mr Skelton telephoned Dr Panagopoulos on 10 February 2020 and informed him of the concerns over the expenses which had been charged to three client matters. They agreed to meet in London on the 12 February 2020 to discuss the issue. A note of the 10 February 2020 call was produced by Mr Skelton. After the call, documents relating to the expenses in issue were sent by Mr Skelton to Dr Panagopoulos.

17.4 At the meeting on 12 February 2020, Dr Panagopoulos explained that the trip had been intended to involve a business meeting with a broker who was involved on each of the three client matters. That meeting was cancelled after booking the flights, but before departure, making the trip a purely personal one by the time it took place, and all expenses incurred in relation to it were personal. The trip was over a weekend which coincided with the birthdays of both Dr Panagopoulos and his young daughter. The accommodation cost, and the booked taxis to and from the airport, were charged to his Firm's credit card. He accepted that his daughter's flight should not have been charged to the client files in the first place, and that was an error. He assumed that the expenses subsequently written off would be deducted from his personal account with the Firm. He also explained that a share of the flight cost allocated to one client file, and then billed to that client, actually related to a later trip to London, which was to attend a partner's conference, but also involved attending a meeting on that particular file. The later flight had been paid for out of the Firm's marketing budget, but could legitimately have been charged to the client. Dr Panagopoulos therefore decided not to write off the cost of the October 2019 London flight on that client matter, but to bill that flight to the client in lieu of the later flight for which the client could have been properly charged. Following the meeting Mr Skelton wrote to Dr Panagopoulos on 20 February 2020, asking for documentation relating to the expenses and to the proposed meeting with the broker, and confirming that he and Mr Jeffcott would travel to Athens on 26 February for follow-up meetings, including with Dr Panagopoulos and his secretary, Eleni Kourkouvela.

17.5 Mr Skelton subsequently became unable to attend the meetings in Athens on 26 February 2020 and they were conducted by Mr Jeffcott on his own.

17.6 At their meeting on 26 February 2020, Dr Panagopoulos told Mr Jeffcott that the trip to London had been for personal reasons but he had "tagged on" some business elements, namely a meeting with a broker. However, the meeting with the broker was cancelled shortly before he travelled to London. He accepted it was a personal trip at the point he travelled.

17.7 Dr Panagopoulos left the meeting with Mr Jeffcott to obtain billing/expense proforma documents, also referred to as Detailed Billing Reports (DBRs). He returned to the meeting and gave these to Mr Jeffcott. Certain of these documents showed "squiggly

lines" through some of the entries together with the words "purge/ reverse" next to those entries.

17.8 Mr Jeffcott asked Dr Panagopoulos whether the words "purge/reverse" on these documents had been written at the same time as the squiggly lines. Dr Panagopoulos said that he believed they were, and that he would have done so. That statement, it was submitted, was untrue.

17.9 In her witness statement, Ms Kourkouvela confirmed that, the day before the meeting on 26 February 2020, Dr Panagopoulos had asked her for hard copies of the DBRs in relation to his October London trip. As she was aware that enquiries were being conducted in relation to these expenses, she took photos of these documents using her work mobile phone, before giving them to Dr Panagopoulos. Those photos showed that the documents corresponded to four of the documents provided to Mr Jeffcott by Dr Panagopoulos. They contained the squiggly lines shown on the documents provided by Dr Panagopoulos to Mr Jeffcott. These lines had been added by Dr Panagopoulos to the DBRs in or around November 2019, at the time he instructed his secretary to bill the relevant client matters. However, and importantly, the hard copies of the DBRs photographed by Ms Kourkouvela did not contain the additional handwritten words "purge/reverse".

17.10 Ms Kourkouvela stated that the DBR documents she gave to Dr Panagopoulos on 25 February 2020 did not contain these handwritten words. Mr Scott submitted that it could therefore be inferred that Dr Panagopoulos altered the DBR documents after obtaining them from Ms Kourkouvela, but before meeting Mr Jeffcott on 26 February 2020, and that he did so with the intention of misleading the Firm's investigation.

17.11 Ms Kourkouvela showed copies of the photographs she had taken of the DBRs to Mr Jeffcott at her meeting with him on 26 February 2020. She subsequently provided him with copies of the photographs.

17.12 Ms Kourkouvela confirmed that one of her responsibilities was processing and submitting expense reports for Dr Panagopoulos. She also dealt with billing. She would provide hard copy billing proforma documents – the DBRs - to Dr Panagopoulos and he would put his amendments and comments on them. The general process for billing write-offs was that she would print off the DBRs and the Respondent would add squiggly lines to indicate those disbursements which were to be written off.

17.13 In respect of the expenses for the trip to London from 26 to 29 October 2019, all the instructions for the billing of these expenses came from Dr Panagopoulos. She did not make the bookings. She received an email instruction from Dr Panagopoulos to split the cost of the flight tickets equally across three different client matters.

17.14 Immediately after she received this email, Ms Kourkouvela printed the flight confirmation details and pointed out to Dr Panagopoulos that his daughter's name was on them. She asked if there was a different code to use for his daughter's ticket. He told her to "put it through and we will see". She understood this to mean it was to be charged to the client, but that if it was rejected or returned, they would deal with it then. When she received the email with his hotels expenses for the London trip,

Ms Kourkouvela again asked Dr Panagopoulos about these. He told her to do the same as with the flights, that is, to bill them across the three client matters.

17.15 Mr Jeffcott and Mr Skelton met with Dr Panagopoulos again in Athens on 2 March 2020. Notes of that meeting were prepared by Mr Skelton. At that meeting, Mr Jeffcott raised a concern that Dr Panagopoulos had fabricated documents to "cover his tracks". Mr Jeffcott explained that "he was troubled by the proformas [the DBRs] in particular" and reminded Dr Panagopoulos that in their meeting on 26 February 2020, Mr Jeffcott had asked him whether the text "purge/reverse" had been written on the DBRs at the same time as Dr Panagopoulos had annotated the DBRs with the squiggly lines. Mr Jeffcott read back his notes of the 26 February 2020 meeting to Dr Panagopoulos, reminding him that his response was to say that "he believed so and he would have done". Dr Panagopoulos was asked if he had in fact added the text on the billing proformas/DBRs prior to the meeting the previous week. Dr Panagopoulos replied "I may have" but added that it was not done with any intent to deceive. He asserted that he had simply been making a note of what should have happened to the expenses.

17.16 Mr Jeffcott and Mr Skelton concluded that the trip to London between 26 and 29 October 2019 had no business element, and the expenses should not have been charged to client files, or then charged to the Firm when written off the client matters, and that Dr Panagopoulos had fabricated documents relating to his expense claims. The Firm's senior management decided that Dr Panagopoulos should leave the Firm. Dr Panagopoulos subsequently resigned from the Firm on 2 March 2020.

Allegations 1.1 and 1.2

17.17 Mr Scott submitted that Dr Panagopoulos had clearly instructed his secretary to charge/split his personal expenses to three client matters in his email to her of 21 October 2019. There was no indication that his daughter's flight should be charged to him personally.

17.18 Ms Kourkouvela was clear that she had specifically queried with Dr Panagopoulos whether the cost of his daughter's flight should be charged to client files, and that Dr Panagopoulos had told her to "Put it through and we will see".

17.19 Mr Scott submitted that, by instructing his secretary on or around 21 October 2019 to bill 3 clients for the costs of his and his daughter's trip to London from 26 to 29 October 2019, Dr Panagopoulos had failed to act with integrity in breach of Principle 2 of the 2013 Rules. A solicitor acting with integrity would not have instructed his secretary to bill clients for expenses relating to a personal trip. Even if there was, at the time of the instruction, also a business reason for the trip, a solicitor acting with integrity would not have instructed the billing of expenses which were purely personal, including in particular the cost of his daughter's flight and hotel accommodation. By the time the invoice for the hotel and taxi expenses were forwarded by Dr Panagopoulos to his secretary, it was known that the trip had lost its business purpose. And yet, when his secretary asked how to process those expenses, she was told to do the same with them as she had done with the cost of the flights.

17.20 Further, a solicitor acting with integrity would have ensured that the personal expenses were paid by him personally, and in particular would have ensured that his secretary (who was relatively new to her role) was provided with clear, unequivocal guidance that such personal expenses should be processed in such a way to ensure they would be paid by him personally. Dr Panagopoulos provided no such guidance.

17.21 In seeking to bill personal expenses to clients, Dr Panagopoulos had acted in a way that was likely to bring into disrepute the overseas practice, himself as a regulated individual and, by association, the legal profession in breach of Principle 6 of the 2013 Rules.

Dishonesty

17.22 Mr Scott submitted that Dr Panagopoulos knew that all or part of the expenses he sought to charge to clients were personal expenses, and that there was no legitimate basis to charge them to a client. Ordinary decent people would consider charging personal expenses to a client in these circumstances as dishonest.

Allegation 2

17.23 Dr Panagopoulos had admitted at the meeting on 2 March 2020, (and admitted in his evidence to the Tribunal), altering the DBRs immediately prior to the meeting of 26 February 2020, but claims that he did so for his own, innocent purposes and with no intention to mislead. However, the circumstances in which alterations were made, together with his misleading statement at the meeting on 26 February to the effect that the alterations were made at the same time as the squiggly lines, led to a clear inference that his addition of the words "purge/reverse", were intended to suggest that he had instructed his secretary that his personal expenses were to be reversed and charged back to him personally. This was misleading.

17.24 Public trust in the solicitors' profession was diminished when solicitors alter documentation with the purpose of misleading an investigation. This was what Dr Panagopoulos did when he altered the billing documents/DBRs shortly prior to the meeting with Mr Jeffcott on 26 February 2020. Principle 2 was therefore breached.

17.25 In altering the documents as he did, Dr Panagopoulos also failed to act with integrity in breach of Principle 5 of the 2019 Rules. A solicitor acting with integrity, knowing that his expenses were being investigated, would not have altered billing documents/DBRs and, if he did make amendments to those documents, would ensure the investigators were given clear and unequivocal explanations as to the specific timing of when the alternations were made and the reasons for this.

Principle 4/Dishonesty

17.26 Mr Scott submitted that Dr Panagopoulos knew that the billing documents (the DBRs) were highly relevant to the investigation into the treatment of his personal expenses. Ordinary decent people would view the alteration of these documents shortly prior to the meeting as dishonest.

Allegation 3

17.27 Mr Scott submitted that, contrary to Dr Panagopoulos's evidence, the evidence of Mr Jeffcott was clear. Mr Jeffcott had asked whether all the handwritten words were written at the same time that the squiggly lines were applied. He had specifically asked this because, when speaking to Ms Kourkouvela earlier, whilst she had mentioned that squiggly lines had been put on the document by way of the instruction about what was to be written off, she had not mentioned anything about any words being written on the DBRs. His certainty as to the question asked, and the reasons for asking it, contrasted with the vague rebuttal of Dr Panagopoulos, who stated that Mr Jeffcott's evidence did not accord with his recollection of what was said at the meeting on 26 February 2020.

17.28 The meeting note dated 26 February 2020, was consistent with Mr Jeffcott's evidence. He recorded that in response to his question, Dr Panagopoulos stated that he "believed so" and "yes, would have done".

17.29 Mr Jeffcott's recollection was also supported by an email dated 1 March 2020, that was sent to the Firm's senior management 3 days after the meeting on 26 February 2020, stating:

> "[in relation to the DBRs] The expenses which were written off have a squiggled line through them (as described by EK in our earlier meeting). They also had the words "purge/reverse" next to them. As EK had not mentioned these words when we spoke earlier, I asked GP if they had been written by him at the time of his original review and he said they had been".

17.30 The note of the meeting on 2 March 2020 clearly recorded that Mr Jeffcott had reminded Dr Panagopoulos that he had been asked at their previous meeting whether the text "purge/reverse" had been written at the time Dr Panagopoulos originally amended the proformas to write off the expenses. Mr Jeffcott read back his notes from the prior meeting at this point, to ensure that Dr Panagopoulos was reminded of the prior discussion. Mr Jeffcott asked Dr Panagopoulos whether he had in fact added the text prior to the 26 February 2020 meeting, to which Dr Panagopoulos replied "I may have". When pressed about this again, Dr Panagopoulos accepted that he had added the words on the DBRs prior to the 26 February meeting. Mr Scott noted that Dr Panagopoulos had not suggested in the 2 March 2020 meeting that the notes of the 26 February 2020 meeting were incorrect, or that there may have been some misunderstanding of the question he had been asked.

17.31 Mr Scott submitted that public trust in the solicitors' profession was diminished by solicitors who made untrue representations. Dr Panagopoulos told Mr Jeffcott, in the meeting of 26 February 2020, that the words "purge/reverse" on the billing documents/DBRs had been written at the same time as the squiggly lines, when they had not. Accordingly, he had failed to uphold public trust and confidence in the legal profession in breach of Principle 2 of the 2019 Rules.

17.32 Dr Panagopoulos also failed to act with integrity. A solicitor acting with integrity would have told the truth to Mr Jeffcott at the meeting on 26 February 2020, and specifically that he had added the words "purge/reverse" to the billing documents/DBRs immediately before the meeting. A solicitor acting with integrity, given the seriousness

of the matters under investigation, would have recognised the importance of being completely candid about the timing of the annotations, and would have made it very clear, so there was no room for any doubt, that the words "purge/reverse" were written at a much later date than the "squiggly lines", and explained his reasons for making the later amendments.

Principle 4/Dishonesty

17.33 Mr Scott submitted that Dr Panagopoulos knew that he had added the words "purge/reverse" to the billing documents/DBRs shortly before the meeting with Mr Jeffcott. He knew his response to Mr Jeffcott's question as to the timing of those amendments was untrue. Ordinary decent people would regard this as dishonest. Such conduct was in breach of Principle 4 of the 2019 Rules.

The Respondent's Case

Allegations 1.1 and 1.2

17.34 Dr Panagopoulos denied that he had instructed his secretary to bill clients for personal expenses. The trip had been intended to be a business trip, or at least one with a dual business/personal element. Dr Panagopoulos produced correspondence which indicated that there was intended to be a business meeting at the end of October 2019. The flights, taxi and accommodation expenses were all booked and incurred prior to travel. It was accepted that, as at the date of travel, Dr Panagopoulos knew that there was no longer any business element to his trip, such that the trip was entirely personal. In the circumstances, he had expected that the full expenses would be allocated to, and paid by him.

17.35 When the draft bills were prepared, Dr Panagopoulos had drawn squiggly lines through the relevant expenses, giving a clear indication that they were not to be billed to the client matters to which they had been allocated. Dr Panagopoulos noted that Ms Kourkouvela understood that this was the position, and had actioned his instruction in this regard.

17.36 Mr Goodwin submitted that allegation 1.1 was fundamentally flawed and was incapable of being found proved as pleaded. There was no evidence that Dr Panagopoulos had instructed his secretary to bill personal expenses to clients. The Applicant's witnesses had conceded that there was a difference between charging expenses to a file and billing clients for those expenses. Whilst Ms Kourkouvela's evidence, it was submitted, had been vague and unclear in parts, her evidence as regards being instructed to charge matters to client files was clear. She had been instructed to charge the expenses to the three client files, not to bill them, and was then instructed to write off all but a small element of those expenses so that they were not billed to the clients.

17.37 The Applicant, it was submitted, had tried to remedy the defect in the pleadings by suggesting that the words "charge" and "bill" could be used interchangeably. The imperfection in the allegation had been raised by Dr Panagopoulos in his Answer to the Rule 12 Statement. The Applicant was therefore on notice of the defect. It had made no application to correct or amend the Rule 12 Statement.

17.38 Mr Goodwin submitted that the instructions Dr Panagopoulos gave to his secretary as regards the expenses was clear. He had told her to charge/split them between three files. At no point had he instructed her to bill those expenses. On the contrary, when the expenses were listed on the draft billing documents (DBRs), he had removed them from the bill by drawing squiggly lines through them.

17.39 In the circumstances, allegations 1.1 and 1.2 should be dismissed.

Allegation 2

17.40 Dr Panagopoulos denied allegation 2.

17.41 Dr Panagopoulos explained that he had reviewed the DBRs in preparation for the meeting on 26 February 2020, and that the notations he made to them were consistent with the squiggly lines which were already there. The words did not add anything to the documents, in that they did not amend or change the effect of the documents. He stated that the words "purge" and 'reverse" meant the same thing, which was "write off" from the bill. He believed that, having written off an expense from a client matter, it was not necessary for him to give any instruction for it to be charged to his own account, because this would happen automatically if he did not direct that it was to be charged to a particular Firm cost centre, such as marketing. He maintained that there was, therefore no need to alter the DBRs to make it look as if he had instructed that the written off expenses should be charged back to him; he had no reason to alter the billing documents at all, as he had nothing to hide.

17.42 Dr Panagopoulos explained that he obtained copies of the draft bills and reviewed them for his own purposes, to remind himself of what had occurred. The notations he made during that review were by way of an aide memoire as to what he had instructed his secretary by drawing the squiggly lines on the draft bills.

17.43 The words he added were not added with the intention to mislead, nor was there any intention to rely on the documents. He had not brought the amended documents (as amended with both the squiggly lines and the words "purge/reverse") to the meeting. During the course of the meeting on 26 February 2020, he had been asked by Mr Jeffcott to bring those documents into the meeting and had left the meeting in order to collect them. Accordingly, he did not produce them to Mr Jeffcott, until Mr Jeffcott asked for them, and had no intention to rely on them himself at the time that he added the extra words to the DBRs. Dr Panagopoulos explained that he believed that the documents (as originally amended with the squiggly lines) would have been uploaded onto the Firm's system, and that Mr Jeffcott therefore already had access to those documents. He could not, therefore, have intended to mislead Mr Jeffcott by adding words to the DBRs when Mr Jeffcott would have had access to the original amended versions.

17.44 Dr Panagopoulos stated that he had not expected to be further questioned at the meeting on 26 February 2020, as he had already provided a full explanation of the expense claims in the meeting of 12 February 2020. Dr Panagopoulos explained that, had he intended to rely on the documents including the later added text, he would have brought them to the meeting with him. The fact that he did not bring them to the meeting on 26 February 2020 was confirmation that he did not intend to rely on the annotations;

the annotations were of no significance, and were intended only to clarify the existing position for Dr Panagopoulos during his review.

17.45 Mr Goodwin submitted that when considering this allegation, the Tribunal should consider the full context. Dr Panagopoulos genuinely believed that Mr Jeffcott was already in possession of the documents as originally amended. In the call on 10 February 2020, he had been told that the Firm's audit process had flagged some of his expenses as needing further review and clarification. In the email of 20 February 2020, Mr Skelton stated that they hoped "to be in a position to conclude the investigation shortly". Dr Panagopoulos reasonably concluded that Mr Jeffcott and Mr Skelton were in possession of all the relevant documents, including the DBR's.

17.46 Further, having provided his account in full on 12 February, Dr Panagopoulos genuinely believed that he was not going to be subject to further questioning. In the email of 20 February 2020, it was stated that Mr Jeffcott and Mr Skelton would be attending the office on 26 February 2020 to speak with Ms Kourkouvela, Ms Glissenaar and Dr Panagopoulos. It was the genuine belief of Dr Panagopoulos that Mr Jeffcott was already in possession of the amended documents (with the squiggly lines). He also genuinely believed that he was not going to be questioned as he had already provided a full explanation.

17.47 Mr Goodwin submitted that there was no evidence that Dr Panagopoulos had altered the DBRs because he knew that he was going to be questioned further, and was trying to protect his position. In circumstances where there was no evidence that Dr Panagopoulos knew he was going to be questioned, allegation 2.1 was fatally flawed and could not be found proved. Further, and in any event, given his genuine belief at the time, there was no evidence that Dr Panagopoulos altered documents in order to mislead Mr Jeffcott. Dr Panagopoulos had not intended to rely on the DBRs; he had only brought them into the meeting on 26 February 2020 when he was requested to do so by Mr Jeffcott in the course of that meeting.

17.48 In all the circumstances, allegation 2 should be dismissed.

<u>Allegation 3</u>

17.49 Dr Panagopoulos denied allegation 3.

17.50 Dr Panagopoulos explained that there was no reason for him to mislead Mr Jeffcott in the way alleged. At no time had Dr Panagopoulos attempted to conceal that he had made any later amendments to the DBR's. In his evidence Dr Panagopoulos explained that the question from Mr Jeffcott came at the end of what he had found to be an exhausting and demoralising meeting. He recalled being asked whether it had all been written at the time of billing. He had understood that he was being asked whether he would have written the instruction at the time of billing, as a general question regarding his usual procedure, but had not understood the question as being specific to the DBRs that he had brought into the meeting.

17.51 Dr Panagopoulos did not accept that he had been asked whether he had written all of the annotations on the documents at the same time. He believed that Mr Jeffcott was already in possession of the DBRs (without the written annotations) as he believed that

they were stored on the Firm's system. He explained that when his secretary was away, he would scan his amended DBRs into the system and then email them to the central office in order to generate bills. He assumed that this was the same procedure undertaken by his secretaries when they, and not he, were processing the draft bills. He therefore had no reason to misrepresent the timing of the different annotations.

17.52 Dr Panagopoulos considered that the question he was asked by Mr Jeffcott was unclear. He had truthfully answered what he had interpreted the question to be.

17.53 Dr Panagopoulos accepted that at the meeting on 2 March 2020, Mr Jeffcott read him the notes he had made at the 26 February 2020 meeting. When it was put to him that he did not at that stage state that Mr Jeffcott's note was inaccurate, Dr Panagopoulos said that he had denied any intent to deceive, and pointed out that the DBRs had only been brought to the meeting at Mr Jeffcott's request during the course of the meeting. Whilst he did not say that the note of 26 February was inaccurate, he denied any accusation of wrongdoing. It was accepted by Dr Panagopoulos that he did not, in the 2 March 2020 meeting, state that he had not understood the question asked by Mr Jeffcott, and so had been answering a different question when he said "I believe so, yes would have done".

17.54 Mr Goodwin submitted that Dr Panagopoulos had no intention of relying on the manuscript amended DBRs; he had only brought them into the meeting when asked to do so by Mr Jeffcott. The question Dr Panagopoulos was asked by Mr Jeffcott in the 26 February 2020 meeting was vague, unclear and open to interpretation. As a result, both the question asked and the answer given were open to interpretation. There was nothing to show that Mr Jeffcott sought to distinguish between the squiggly lines and the annotated words. During cross-examination, Mr Jeffcott was asked whether, having received the answer to his question from Dr Panagopoulos, he had asked any follow-up questions. Mr Jeffcott confirmed that he had not. Mr Goodwin submitted that there was no evidence to challenge Dr Panagopoulos's interpretation of the question he had been asked.

17.55 In the 2 March 2020 meeting, Dr Panagopoulos was asked a clear and direct question about the timing of the annotations, to which he provided a clear, direct and honest answer.

17.56 Mr Goodwin submitted that allegation 3 had not been substantiated by the Applicant to the required standard; there was nothing to challenge the honest belief and interpretation of the question Dr Panagopoulos was asked at the meeting on 26 February 2020. Further, his answer to the question he understood he was being asked was honest and accurate. Accordingly, allegation 3 should be dismissed.

The Tribunal's Findings

Allegations 1.1 and 1.2

17.57 The allegation against Dr Panagopoulos was that he instructed his secretary to bill personal expenses to three client files. The email that he sent to Ms Kourkouvela was clear. Dr Panagopoulos instructed Ms Kourkouvela to "charge/split" the flights between the identified files. According to the evidence of Ms Kourkouvela, he told her

to do the same thing with the hotel expenses he emailed across to her. There were no instructions on that email, and so Ms Kourkouvela asked him what to do with these additional expenses, and was told to do the same as she had with the flights.

17.58 The Tribunal found that there was a difference between charging a matter to a client file (namely allocating costs, time, etc to a file) and billing a client (namely invoicing a client for work done and relevant disbursements). In his evidence, Mr Jeffcott accepted that there was a distinction between charging a matter to a file and billing the matter. He explained that it was a two stage process. The first stage was to allocate or charge matters to a client file. The second stage was the billing of that file, when it was determined whether disbursements which had been charged to the file were then to be billed to the client (i.e. appear on the bill sent to the client for the client to pay) or written off.

17.59 The Tribunal determined that there was no evidence that Dr Panagopoulos had instructed his secretary to bill his personal expenses to the client files. What Dr Panagopoulos had instructed his secretary to do, in his email to her of 21 October 2019, was to charge his personal expenses to the client files. Having done so, he had then instructed her that those expenses should not be billed to the clients, by way of drawing squiggly lines through the expenses on the draft bills. This was an instruction to write the expenses off, or "purge" them according to the terminology used in the Firm's Athens office. The evidence of both Dr Panagopoulos and Ms Kourkouvela as to the meaning of the squiggly lines was clear and consistent. They both understood that such items were to be removed from any bill. Accordingly, the Tribunal found that the impugned instruction, contained in the email of 21 October 2019, was an instruction to charge the flights for the October 2019 trip to three client matters. Whilst this was a step preparatory to billing the clients concerned for those expenses, it was not yet an instruction to "bill", which decision was taken at a later stage when the draft bill was produced. At that later stage the instruction, communicated by use of the "squiggly lines", was not to bill the expenses (apart from one element which Dr Panagopoulos asserted was properly billable because a later flight had been to the benefit of the client, and had not been charged to the file). The same applied to the hotel and associated expenses for the October 2019 London trip. The instruction had been given orally, rather than by email, but was to do the same as with the flights, which was to charge them to the three client files. The Tribunal therefore accepted Mr Goodwin's submissions as to the wording of Allegation 1.1, and found that it could not be made out as it was fatally flawed.

17.60 Accordingly, the Tribunal found allegations 1.1 and 1.2 not proved and thus those allegations were dismissed.

Allegation 2

17.61 The Tribunal firstly considered whether allegation 2 was fatally flawed as submitted by Mr Goodwin. The email dated 20 February 2020 and sent to Dr Panagopoulos by Mr Skelton stated:

> "Robin and I plan to visit the Athens office next Wednesday, 26th February. The purpose is to provide us the opportunity to speak with Eleni Kourkouvela and Susan Glissenaar, **plus yourself again**." (**Tribunal's emphasis added).**

17.62 The Tribunal found that it was plain from that email that the intention was for further discussion with Dr Panagopoulos and that he therefore knew that he was to be asked questions in relation to his expense claims again. The Tribunal thus did not accept that allegation 2 was fatally flawed as had been submitted.

17.63 It was not disputed that Dr Panagopoulos had altered the DBR's by adding the manuscript notes shortly before the meeting on 26 February 2020. It was his case that he had added the manuscript notes when he was reviewing the documents in advance of that meeting, and that as an academic, such was his usual practice. It had also been his evidence that drawing squiggly lines through items that were not to be billed to clients was his usual practice. That this was the case was confirmed by Ms Kourkouvela in her evidence.

17.64 Dr Panagopoulos stated that the later manuscript annotations were "merely confirming the intention of the 'squiggly lines'". The Tribunal did not accept that evidence. The Tribunal determined that in circumstances where, on his own case, all relevant people understood the meaning of the squiggly lines, there was no reason for Dr Panagopoulos to "confirm the intention" of them. There was even less reason for him to confirm that intention to himself in circumstances where the squiggly lines were his own usual practice.

17.65 Dr Panagopoulos was asked why, if the added words were merely a record of the meaning of the squiggly lines, they had been written along-side each expense through which a squiggly line had been drawn, sometimes several times on each page. Dr Panagopoulos explained that he had added the manuscript words during the process of his review of the DBRs, whilst simultaneously checking to ensure that each of the items squiggled out had not been charged to the clients. The words were therefore a note for himself, confirming that each of the squiggled out expenses had not been billed to the clients (consistent with his instruction at the time of billing). The Tribunal determined that, if that were the purpose of the manuscript words, they would have been in the past tense (i.e."purged/reversed") rather than in the present tense. In writing on the DBRs in the present tense, the Tribunal found that Dr Panagopoulos had chosen to convey those words as an instruction that had been given to his secretary at the time the squiggly lines were applied, and that the added words were not consistent with being simply a reminder for himself of what his instruction had been and the consequent treatment of the expenses, following his subsequent review. It was also implausible that Dr Panagopoulos would have used more than one word, in a note intended only for himself, if those words had exactly the same meaning, as he contended they did. On his evidence, he had noted the same instruction in three different ways; first with the squiggly line, then by the word "purge" and again by the word "reverse". The Tribunal found that the reasons asserted by Dr Panagopoulos for the addition of the manuscript words were not plausible. The Tribunal found that the only plausible explanation for the addition of the manuscript words was that Dr Panagopoulos had intended for it to seem as if he had given his secretary written instructions, beyond the effect of the squiggly lines, such that the expenses would be not just be written off ("purged") but would also be charged to him personally. The evidence of both Mr Jeffcott and Mr Brown was that an expense which had been charged to a client file would not automatically be charged to the partner's personal account on being written off from the client bill, absent a specific instruction to that effect. These expenses had all been paid for using Dr Panagopoulos's Firm credit card, and so they had already been paid

by the Firm, and would remain so unless they were billed to a client, or the partner instructed that they should be charged to him/herself. The Firm's Expenses Policy provided for personal expenses charged to a Firm credit card to be reimbursed by the member of staff, and for the automatic deduction of the appropriate amount from the employee's salary or a partner's current account in the event of a determination, following an investigation, into the appropriate treatment of the expense. However, the Policy also required the staff member to notify the accounts department that an expense was a personal one, within 15 days of the charge being made to the Firm's credit card. Dr Panagopoulos had not done that in relation to the expenses under investigation.

17.66 The Tribunal also found that there was no plausible basis for Dr Panagopoulos believing that the originally amended (squiggly lined) DBRs were uploaded onto the Firm's accounting system, and were therefore available for review by the accounts department and the team investigating his treatment of the expenses. The evidence from Ms Kourkouvela was clear as to the process. She provided Dr Panagopoulos with hard copy billing guides (DBRs) which she printed off for him. Dr Panagopoulos annotated the DBRs to indicate which items of charged time or disbursements should be removed ("purged") from the bill before it was issued to the client, by way of his squiggly lines. Ms Kourkouvela manually amended the draft bill within the accounting system to give effect to the amendments required by Dr Panagopoulos. A further draft version was then printed off for Dr Panagopoulos' review, and when he was happy with it, Ms Kourkouvela sent the approved bill back to the accounts department to be issued. She kept the hard copy DBRs, containing Dr Panagopoulos's manuscript amendments, in folders behind her desk. Dr Panagopoulos had asked Ms Kourkouvela for the hard copies of the DBRs on the files to which his October 2019 London trip had been billed just prior to the visit of Mr Jeffcott on 26 February. Had it been the case that the originally amended DBRs had been uploaded to the accounts system, there would have been no need for Ms Kourkouvela to take photographs of them as a record of the instructions she had been given by Dr Panagopoulos. Both Mr Jeffcott and Mr Brown gave evidence that it was not their understanding that amended DBRs were scanned into the accounts system. Their evidence as to their understanding of the billing process was consistent with the process described by Ms Kourkouvela. The Tribunal did not accept that Dr Panagopoulos was not aware of the billing process. He sought to explain his belief as to the existence of scanned copies of amended DBRs being uploaded to the central accounting system by reference to what would happen when his secretary was on leave. However, his explanation was not that he uploaded the DBRs to the accounts system, but that he sent them via email to someone in the central accounts department in the London office. This is not something that his secretary would have needed to do as she made the required amendments to the draft bills herself. Dr Panagopoulos must have seen her, and his previous secretary, doing this over the years he worked with them, and cannot have been unaware of the process that was followed when his secretary was not on leave. Moreover, even if Dr Panagopoulos had mistakenly believed that his secretary emailed the amended DBR to someone in accounts for them to type the required amendments into the bill, that would not mean that the scanned document was visible to anyone other than the recipient of the email. Further, Dr Panagopoulos's assertion that the email of 20 February 2020, in saying that Mr Skelton and Mr Jeffcott hoped to conclude their investigation shortly, caused him to "reasonably conclude" that Mr Jeffcott had all relevant documents, and so must have had access to the DBRs as originally amended, was equally implausible. That email also asked Dr Panagopoulos to provide Mr Skelton and Mr Jeffcott with any relevant

documents in his possession, so cannot possibly have led him to conclude that they were already in possession of all relevant documents. The Tribunal determined that the explanation given by Dr Panagopoulos of his belief as to the visibility of the originally amended DBRs to the accounts department, or to Mr Jeffcott/Mr Skelton, lacked credibility, and was not a belief that he genuinely held at the time.

17.67 Dr Panagopoulos had stated in his evidence that he did not have access to the billing documents on the accounts system, only his secretary did. He also stated that if he had any dishonest intent when further revising the hard copy DBRs, he would have obtained those documents himself, surreptitiously. So, he either knew that the hard copies were kept in his secretary's office (which contradicts his assertion that he believed they were scanned into the accounting system, as there would be no need to retain the hard copies if that had happened), or if he believed that they were on the system to which he had no access, he would not be in position to obtain them surreptitiously. Again, therefore Dr Panagopoulos's evidence on this issue lacked credibility.

17.68 In the event, it was clear that Dr Panagopoulos knew that Ms Kourkouvela had the hard copy DBRs as he asked her to provide them to him. The Tribunal found that Dr Panagopoulos knew that the documents provided to him by Ms Kourkouvela were the original documents he had given to her. He also knew that those documents were, or might be, relevant to the investigation into his expenses claims. As an experienced solicitor and litigator, Dr Panagopoulos was well aware of the importance of not amending primary documents that would, or might, be used in the course of an investigation. Whilst Dr Panagopoulos may not have known that Mr Jeffcott would ask him to produce the DBRs (and it was accepted that he did not volunteer them to Mr Jeffcott at the 26 February 2020 meeting, only producing them when Mr Jeffcott asked to see them) it must have been in his contemplation that Mr Jeffcott or Mr Skelton would ask either himself or Ms Kourkouvela for them, because Mr Skelton's email to Dr Panagopoulos dated 20 March 2020 asked that Dr Panagopoulos provide them with any documentation relevant to their investigation in advance of their next meeting. The documents evidencing the instructions given by Dr Panagopoulos to his secretary as to how the expenses were to be dealt with were clearly relevant to the investigation which was under way. Notwithstanding that, and that Dr Panagopoulos wanted to review the DBRs himself, he did not provide them to Mr Skelton in advance of the 26 February 2020 meeting as requested.

17.69 For the reasons stated above, the Tribunal did not accept that Dr Panagopoulos was merely noting matters for his own purposes when he made the manuscript amendments to the DBRs. Had that been the genuine purpose of his annotations, he would have clearly explained when and why he had made them, when he was first asked about them by Mr Jeffcott on 26 February 2020. The Tribunal found that the explanations given by Dr Panagopoulos were later constructed by him in order to defend the allegation that he had improperly tried to claim personal expenses from the Firm or the Firm's clients.

17.70 The Tribunal found the evidence of Dr Panagopoulos inconsistent and unnecessarily vague in parts. Even on matters that were not controversial, Dr Panagopoulos would provide vague answers, or not answer the question such that he would need to be asked it again. For example, when asked whether, as a consequence of billing the client for the flight which was a personal expense, rather than for the later flight which was properly chargeable to the client but had been paid for from the Firm's marketing

budget, it meant that the Firm was in fact paying what he should have paid for, Dr Panagopoulos stated that that was not his intention. He was asked if he accepted that it was nevertheless the consequence. He again answered that it was not intentional. When it was suggested that, whether or not it was intentional, it was still the consequence, he stated that it "could be".

17.71 Further, during his evidence, and notwithstanding that it was accepted that by the time he went on the London trip, there was no business element to the trip, when it was suggested that the travel was personal he stated "the business element no longer existed". It was then put to him again that the trip, when taken, was personal. Dr Panagopoulos stated: "you could characterise it as personal". When asked to clarify what else it could be characterised as, Dr Panagopoulos stated that he accepted that there was no business purpose at the time of travel.

17.72 Moreover, when asked whether there were any contemporaneous records evidencing the proposed meeting with the broker, and why none had been produced to Mr Skelton or Mr Jeffcott, despite their request for such in the 20 March 2020 email, Dr Panagopoulos initially agreed that he had no diary entry for the meeting. However, when returning to give evidence the following day, he said he wished to clarify that answer, and said that he had been referring to there being no mention of the meeting with the broker in his electronic diary, but there was a record of the proposed meeting in a paper diary which he used in conjunction with his electronic diary at the time. When asked why he had not produced that paper diary entry to Mr Jeffcott as evidence of the proposed business meeting, given that he had been asked specifically to produce any evidence he had of the arrangements for the meeting, and nor had he produced it as evidence to the Tribunal, he said that it had not occurred to him to do so until he had been asked about a diary entry the previous day. For a litigator of Dr Panagopoulos's experience, this explanation was incredible. No experienced litigator, knowing that the existence of a proposed business meeting was under question, could fail to appreciate that a diary entry (whether in paper or electronic form) referring to the meeting was relevant both to the initial investigation and to his defence of an allegation of misconduct in relation to charging his expenses to a client matter.

17.73 As detailed above, the Tribunal found that Dr Panagopoulos had altered the billing documents prior to the 26 March 2020 meeting so that they would appear to show that he had provided additional written instructions to his secretary regarding items on the bill, when he had not done so. Such conduct, the Tribunal found, diminished public trust and confidence in the profession. Members of the public would not expect a solicitor to amend documents which he knew were, or might be, relevant to an investigation, whether or not he had been asked to produce those documents. Accordingly, the Tribunal found that Dr Panagopoulos had breached Principle 2 of the 2019 Rules as alleged.

17.74 The Tribunal also found that a solicitor acting with integrity would not amend documents which he knew were relevant, or might be relevant, to an investigation into his conduct. Having made the amendments, it was found, a solicitor acting with integrity would have revealed that fact when asked about the amendments. Accordingly, the Tribunal found that Dr Panagopoulos had failed to act with integrity in breach of Principle 5 of the 2019 Rules.

Principle 4/Dishonesty

17.75 The Tribunal found that Dr Panagopoulos knew that the DBRs were relevant to the investigation into his expense claims. Indeed, if he had been unaware that this was the case, there would have been no reason for him to ask his secretary to provide them to him. He also knew that he was going to be questioned about his expenses at the meeting on 26 February 2020. The Tribunal did not accept that Dr Panagopoulos considered that there would be no questions for him, he having given his explanation at a meeting on 12 February 2020. It was clear from the email of 20 February 2020 that the process had not ended there, and that he was going to be asked further about his expenses.

17.76 As detailed above, the Tribunal found that Dr Panagopoulos had altered the DBRs so that it would appear that he had given his secretary instructions that had not been given to her. Ordinary, decent people would consider that it was dishonest to alter documents shortly before a meeting to which those documents were known to be relevant, in such a way as to alter the impression the documents gave. Accordingly, the Tribunal found that Dr Panagopoulos's actions were dishonest and had breached Principle 4 of the 2019 Rules as alleged.

17.77 The Tribunal thus found allegation 2 proved in its entirety.

Allegation 3

17.78 Mr Jeffcott explained in his evidence that, having asked Dr Panagopoulos to fetch the DBRs, he was surprised to see the annotated words on them. This was because Mr Jeffcott had previously spoken to Ms Kourkouvela about the DBRs, and whilst she had mentioned the squiggly lines, she had not mentioned anything about words being written on them. At the time of his meeting with Dr Panagopoulos, Mr Jeffcott was not aware of, and had not seen, the photographs Ms Kourkouvela had taken of the DBRs before handing them to Dr Panagopoulos.

17.79 Mr Jeffcott demonstrated, in the course of his evidence, that he had shown the amended pages of the DBRs to Dr Panagopoulos and asked him whether "all of this was written at the same time". The Tribunal accepted that evidence in its entirety. Mr Jeffcott was an impressive witness, being measured, clear, and at all times consistent in the evidence he gave to the Tribunal. Mr Jeffcott, it was determined, had a clear and cogent reason for asking the question, given the information he had received from Ms Kourkouvela.

17.80 The Tribunal did not find, as had been submitted, that the question he asked in the meeting was vague, or open to interpretation. Mr Jeffcott was clearly asking whether the squiggly lines and the manuscript words had been made at the same time.

17.81 The Tribunal did not accept that Dr Panagopoulos was genuinely confused about the question he was being asked. Nor was the question vague, unclear or open to interpretation. The Tribunal further did not accept that Dr Panagopoulos believed when the question was asked, that he was being asked not about the actual amendments he had made to the DBRs which were being pointed out to him, but about his usual process. He was present at the meeting which he knew related to an investigation into his claimed expenses for the London trip. There was no suggestion, at that stage, that any other expenses were being investigated, or that his general approach as regards

amending draft bills was the subject of the meeting. Moreover, one would not answer a question about one's general approach to the production of draft bills by saying words to the effect of "I believe so; yes would have done".

17.82 The Tribunal noted that at the meeting on 2 March 2020, Dr Panagopoulos did not state that his answer to the question at issue had been incorrectly recorded by Mr Jeffcott. Nor did he say that he had misunderstood the question he had been asked. Instead, he explained that "he had not presented the proformas to RJ as a mitigation to what had happened. He was simply making a note of what should have happened." During cross-examination Dr Panagopoulos said that this was a "bad form of words", but that at that point he was "rather gobsmacked" and that he "had not expressed myself in an elegant and particularised manner". He explained that saying he had added the words to make a note of what should have happened was "just a choice of words".

17.83 The Tribunal considered that, had there been any misunderstanding as to the question asked, or any inaccuracies in the answer recorded on 26 February 2020, Dr Panagopoulos would have raised this at the 2 March 2020 meeting, as well as denying any wrongdoing.

17.84 The Tribunal found that Dr Panagopoulos had understood the question he was asked by Mr Jeffcott on 26 February 2020, and that in answering the question in the way that he did, Dr Panagopoulos had made representations which he knew to be untrue. Dr Panagopoulos knew that he had made some of the annotations on the DBRs, that is the addition of the words "purge/reverse", on that or the previous day. He cannot have forgotten that those amendments were not written at the same time as the instructions he gave at the time of billing in the form of the 'squiggly lines'.

17.85 The Tribunal found that public trust in the profession was diminished by solicitors who made representations that were untrue, in the knowledge that they were untrue. Accordingly, the Tribunal found that Dr Panagopoulos had breached Principle 2 of the 2019 Rules as alleged.

17.86 The Tribunal accepted Mr Scott's submission that public trust in the solicitors' profession was diminished by solicitors who made untrue representations. Dr Panagopoulos told Mr Jeffcott, in the meeting of 26 February 2020, that the words "purge/reverse" on the billing documents/DBRs had been written at the same time as the squiggly lines, when they had not. Accordingly, he had failed to uphold public trust and confidence in the legal profession in breach of Principle 2 of the 2019 Rules.

17.87 The Tribunal further found that a solicitor acting with integrity would not have stated that all the annotations to the documents had been made at the same time, when he knew that some annotations (the squiggly lines) had been made months before, and other annotations (the manuscript words) had been made within the previous 24 hours. In doing so, it was found, Dr Panagopoulos had acted without integrity in breach of Principle 5 of the 2019 Rules as alleged.

Principle 4/Dishonesty

17.88 As detailed above, the Tribunal found that Dr Panagopoulos knew that all of his annotations to the DBRs had not been made at the same time. He knew that he had

added the brackets and the words "purge/reverse" to the documents no more than 24 hours before his meeting with Mr Jeffcott. The Tribunal had also found that Dr Panagopoulos fully understood the clear question that he was asked about the timing of his annotations. Dr Panagopoulos, it was found, had knowingly and deliberately made a false representation as to when the documents had been amended. Ordinary, decent people would consider that it was dishonest for a solicitor to knowingly represent that annotations to a document had all been made at the same time when that was not the case, and he knew that was not the case. Accordingly, the Tribunal found that such conduct was dishonest and in breach of Principle 4 of the 2019 Rules.

17.89 Accordingly, the Tribunal found allegation 3 proved in its entirety.

Previous Disciplinary Matters

18. None.

Mitigation

19. Mr Goodwin referred to the Tribunal to the long, distinguished and impeccable career of Dr Panagopoulos, including his educational attainments, published articles and other material. He was qualified in a number of different jurisdictions. As a result of his hard work and commitment to the Firm, he was appointed a partner in 2007 and became the managing partner of the Athens office in 2014, a position he retained until his resignation in 2020.

20. The allegations that had been found proved had been triggered by the events underlying allegation 1.1, which the Tribunal had found not proved. The proven matters, it was submitted, could be described as discreet and isolated. In the circumstances, it was for the Tribunal to determine whether the misconduct was such as to fall within the exceptional category of cases justifying a sanction other than striking Dr Panagopoulos off the Roll.

Sanction

21. The Tribunal had regard to the Guidance Note on Sanctions (10th Edition – June 2022). The Tribunal's overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal's role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.

22. The Tribunal found that Dr Panagopoulos had attempted to obfuscate his charging of personal expenses to the Firm. It noted that, whilst he stated that he considered that when expenses were not charged to a client, they would automatically be charged to him personally, he also stated that the marketing budget for the Athens office was for him to use as he saw fit, and was effectively "part of his package". This demonstrated, at the very least, a cavalier attitude to the appropriate treatment of expenses. He had deliberately altered the DBRs, and then failed to volunteer the later amendments, or be honest about the timing of them when asked. The Tribunal did not find that he had planned the misconduct from the outset. He had breached the Firm's trust by altering documents which were the subject of an investigation, and being untruthful about when those amendments had been made. He was solely and directly responsible for his

misconduct. He was an extremely experienced solicitor who was aware of the import of not amending documents that were, or might be, relevant to an investigation.

23. He had caused harm to the reputation of the profession. In Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin, Coulson J stated:

> "34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."

24. His misconduct had been aggravated by his proven dishonesty. It had been deliberate and calculated, albeit that the conduct took place over a relatively short period of time. He had abused his position of trust and authority, and had sought to place blame for his actions on Ms Kourkouvela (who he said had made errors in processing his expense claims, which his previous secretary would not have made) and Mr Jeffcott (who he suggested had asked a vague question). Dr Panagopoulos knew that his conduct was in material breach of his obligation to protect the public and the reputation of the profession.

25. In mitigation the Tribunal considered that the proven misconduct related solely to his amendment of the documents and his failure to tell the truth about those amendments. It had regard to the testimonials provided on his behalf, and the eminent career he had had. Dr Panagopoulos had fully cooperated with the investigation and the proceedings.

26. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

> "….Lapses from the required standard (of complete integrity, probity and trustworthiness)….may….be of varying degrees. The most serious involves proven dishonesty….In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors."

27. The Tribunal did not consider that the dismissal of allegations 1.1 and 1.2 amounted to an exceptional circumstance. The Tribunal had not found that the expense claims were legitimate, rather that the allegation had been inappropriately worded, and so could not be made out. Accordingly, the Tribunal did not find any circumstances that brought Dr Panagopoulos in line with the residual exceptional circumstances category referred to in the case of Sharma. The Tribunal decided that in view of the serious nature of the misconduct, in that it involved dishonesty, the only appropriate and proportionate sanction was to strike Dr Panagopoulos off the Roll of Solicitors.

Costs

28. Mr Scott applied for costs in the sum of £23,925.00. It was submitted that the case was contested in full, with lengthy and detailed representations having been made on behalf of Dr Panagopoulos. The Applicant had been required to bring 4 witnesses to give

evidence, including Mr Kourkouvela who had flown to the UK from Greece for that purpose.

29. Mr Scott noted that the Tribunal had dismissed allegations 1.1 and 1.2. It was accepted that the Applicant should not recover its costs for unproven allegations, however the time spent dealing with allegation 1.1 was necessary for the consideration of allegations 2 and 3 in any event.

30. Mr Scott noted that the Statement of Means provided by Dr Panagopoulos was not supported by any documentary evidence of his means.

31. Mr Goodwin submitted that there was no issue as to the quantum of costs claimed. Following the Tribunal's order, whilst Dr Panagopoulos could continue to practise using his qualifications as a Greek and Australian lawyer, and so would have some income, the majority of the work he undertook would now no longer be available to him because it involved English arbitrations, and so his income would inevitably reduce. Further, it was not known what effect the Tribunal's order would have on his other qualifications.

32. The Tribunal considered that the quantum of the costs claimed by the SRA was reasonable and proportionate. It noted that the savings and investments declared by Dr Panagopoulos (even in circumstances where he was only entitled to half of that money) were more than sufficient to meet the costs claimed. The Tribunal found that there should be a reduction in the amount awarded by virtue of the Applicant's failure to prove allegations 1.1 and 1.2 as a result of its drafting error. The Tribunal determined £20,000 was a reasonable and proportionate amount, reflecting an appropriate reduction following its dismissal of allegations 1.1 and 1.2.

Statement of Full Order

33. The Tribunal Ordered that the Respondent, GEORGE CONSTANTINE PANAGOPOULOS, 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 £20,000.00.

Dated this 17th day of April 2023
On behalf of the Tribunal

A Horne
Chair