

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12411-2022

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ALVINA ZIA

Respondent

Before:

Mr B Forde (in the Chair)

Mrs A M Sprawson

Dr S Bown

Date of Hearing:

29-30 March 2023

Appearances

Cameron Scott, counsel, in the employ of Capsticks LLP of 1 St George Road, London, SW19 4DR, for the Applicant.

The Respondent represented herself.

JUDGMENT

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Allegations

Allegation 1

1. On or around 4 February 2019 in response to SRA Production Notices dated 24 January 2019 Ms Zia provided inaccurate and misleading information to the SRA by:
 - 1.1 stating that there was no correspondence between Obelisk Law Ltd and Rigil Kent Acquisitions Ltd, Rigil Kent Corporate Acquisitions and Turnaround Ltd, Natalia Fox, Kevin Morris and/or French Fox Ltd;
 - 1.2 stating that there was no correspondence between Primax Law Ltd and French Fox Ltd.

And in doing so she breached both or either of Principles 2 and 6 of the SRA Principles 2011.

Allegation 1 was advanced on the basis that Ms Zia's conduct was dishonest. Dishonesty was an aggravating feature of the conduct alleged but not an essential ingredient of proving the allegations.

Allegation 2

2. On or around 11 December 2018 and/or 31 January 2019, Ms Zia provided inaccurate and misleading information to the SRA by stating that all clients of Obelisk Law Ltd had consented to the transfer of their files from Obelisk Law Ltd to another law firm.

And in doing so she breached both or either of Principles 2 and 6 of the SRA Principles 2011.

Allegation 2 was advanced on the basis that Ms Zia's conduct was dishonest. Dishonesty was an aggravating feature of the conduct alleged but not an essential ingredient of proving the allegations.

Allegation 3

3. On or around 7 December 2018, Ms Zia transferred up to 293 client files from Obelisk Law Ltd to ACN Law:

3.1 without obtaining written consent from those clients.

And in doing so she breached any or all of Principle 4 of the SRA Principles 2011 and failed to comply with Outcomes 1.2 and 6.3 of the SRA Code of Conduct 2011.

Alternatively to Allegation 3.1:

3.2 without informing clients in advance and enabling them to make an informed decision prior to the transfer of their files. And in doing so she breached both or either of Principles 4 and, 8 of the SRA Principles 2011.

Allegation 4

4. From June 2018 Ms Zia failed adequately to cooperate with and provide information to the SRA in the following respects:

4.1 She failed adequately to respond to enquiries made by the SRA between June and August 2018;

4.2 She failed to provide all of the information sought in two Production Notices dated 24 January 2019;

4.3 She failed to respond to requests for information sent to her on 20 February 2019. And in doing so she breached Principle 7 of the SRA Principles 2011 and failed to comply with Outcome 10.6 of the SRA Code of Conduct 2011.

In failing to provide all the information sought in the Production Notices dated 24 January 2019, the Respondent further failed to comply with Outcomes 10.8 and 10.9 of the SRA Code of Conduct 2011.

Allegation 5

5. On or around 24 July 2018, Ms Zia provided inaccurate and misleading information to the Insolvency Service in that she stated:

5.1 her involvement with Nataliia Fox was limited to an immigration matter and brief advice on the set up of an ABS law firm;

5.2 that she was not involved with French Fox Limited;

5.3 that she was not involved in reviewing any asset purchase agreement for RKAL or RKCAT. And in doing so she breached both or either of Principles 2 and 6 of the SRA Principles 2011.

Allegation 5 was advanced on the basis that the Ms Zia's conduct was dishonest. Dishonesty was an aggravating feature of the conduct alleged but not an essential ingredient of proving the allegations.

Allegation 6

6. As at 4 February 2019, Ms Zia improperly held office monies totalling £23,702.37 in the client account of Obelisk Law. And in doing so she breached Principle 8 of the SRA Principles 2011 and rule 14.2 of the SRA Accounts Rules 2011.

Allegation 7

7. Between July 2019 and December 2019 Ms Zia provided immigration advice as a solicitor while she was neither a recognised sole practitioner nor a manager, employee or member of an authorised body.

And in doing so, and in so far as the conduct took place prior to 25 November 2019, the Respondent breached Principle 7 of the SRA Principles 2011 and both or either of rules 1.1 and 10.1 of the SRA Practice Framework Rules 2011.

And in so far as the conduct took place from 25 November 2019, the Respondent breached both or either of rules 9.5 and 10.1 of the SRA Authorisation of Individuals Regulations.

Allegation 8

8. When dealing with the Legal Ombudsman, the Respondent:

- 8.1 Between 23 July 2020 and 6 August 2021 failed to cooperate with an investigation by the Legal Ombudsman into a complaint made by a client in respect of immigration advice;
- 8.2 Has failed to comply with the Legal Ombudsman's Final Decision dated 6 July 2021 which ordered her to make a payment of £2,600.

And in doing so the Respondent breached Principle 2 of the SRA Principles 2019 and paragraph 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

Executive Summary

9. The Respondent operated Primax Law Limited as a sole practice from 27 February 2012 to 1 October 2015.
10. Obelisk Law Limited ("Obelisk Law") started trading on 1 July 2015.
11. Ms Zia was the sole director, owner/manager, and its COLP and COFA. A petition for the winding up of Obelisk Law was presented on 14 May 2018. Obelisk Law was wound up on 10 December 2018. On 10 June 2020, the SRA decided to intervene in Obelisk Law.

12. On 11 May 2018, Ms Zia contacted the SRA seeking assistance and informing it that the client and office accounts of Obelisk Law had been frozen. The SRA sought further information which was not provided.
13. On 10 August 2018 a forensic investigation was commissioned. The scope of the investigation was subsequently extended to include Primax Law. In the course of the investigation two Production Notices dated 24 January 2019 under section 44B of the Solicitors Act 1974 were served on the Respondent. A Forensic Investigation Report dated 7 March 2019 was produced.
14. Allegations 1 to 4 and 6 arise out of the SRA investigation.
15. Allegations 1 and 2 concern the provision of inaccurate and misleading information by the Respondent to the SRA in the course of that investigation.
16. Allegation 3 arises from information uncovered by the investigation which shows the Respondent transferred 293 client files from Obelisk to another law firm without first obtaining the consent of the clients concerned.
17. Allegation 4 concerns the failure of the Respondent adequately to cooperate with the SRA investigation and her failure to provide information, particularly that requested by the Production Notices.
18. Allegation 5 arises out of a complaint made to the SRA by the Insolvency Service on 14 August 2018. The complaint related to an investigation by the Official Receiver's Office into two companies, Rigil Kent Acquisitions Ltd and Rigil Kent Corporate Acquisitions and Turnaround Ltd. That investigation identified that Ms Zia appeared to have had some involvement with those companies and another company, French Fox Limited. The evidence obtained by the SRA indicated that Ms Zia had provided inaccurate and misleading information to the Insolvency Service.
19. Allegation 6 concerns a breach of the SRA Accounts Rules 2011 identified in the course of the SRA's investigation.
20. Allegations 7 and 8 arose out of a complaint made to the SRA by a client of Ms Zia's on 5 July 2020. The client had engaged and paid her to provide advice in relation to an immigration matter at a time when she was not authorised to act as a solicitor or to provide immigration advice. The client also submitted a complaint to the Legal Ombudsman's Office (LeO). The complaint to the Ombudsman was upheld and a final decision was published on 6 August 2021. It was alleged that Ms Zia failed to cooperate with the Ombudsman and has failed to comply with the Ombudsman's decision.
21. Ms Zia made admissions to most allegations and she was struck off the roll of solicitors.

Preliminary Matter

22. Adjournment

Ms Zia's application

- 22.1 Ms Zia applied to have the substantive hearing adjourned. This was a renewal of her application which had been considered by the Tribunal on the papers the previous day and refused.
- 22.2 Ms Zia said that she had been suffering from ill health since she contracted Covid 19 in September 2022.
- 22.3 She had fallen ill again between 23 December 2022 and January 2023 for a period of 4 weeks. Ms Zia had been bed ridden with influenza.
- 22.4 During a remote hearing held on 15 January 2023 she explained her health situation and requested an extension of time in which to provide her Answer to the allegations. Ms Zia was granted a short extension to 7 February 2023 to do so.
- 22.5 Due to her health, she said that she was not in a position to prepare her Answer by 7 February 2023 and at Case Management Hearing (CMH) on 8 February, she again explained her ongoing health issues.
- 22.6 At the present hearing Ms Zia presented a letter from her GP setting out the health issues which included anxiety and physical health problems the nature of which she explained to the Tribunal would prevent her sitting for long periods.
- 22.7 Ms Zia said she understood that she had not been responsive, but this had been the result of matters set out above and that she should be given the opportunity to respond properly to the allegations.
- 22.8 Ms Zia asked for the substantive hearing to be adjourned and she be given sufficient time to prepare her case and to instruct a solicitor to assist her. To this end she had an appointment with a solicitor for the following week.
- 22.9 Ms Zia submitted that the delay would not prejudice the Applicant and that she would be the subject of unfair prejudice if the hearing went ahead in circumstances where she was unwell and she had not prepared her case.
- 22.10 Further, Ms Zia said that she had a hospital appointment for a blood test at lunchtime that day. The appointment had come at short notice, and she was obliged to attend.

The Applicant's Response

- 22.11 Mr Scott opposed the application.
- 22.12 He said that Ms Zia had already applied to adjourn the substantive hearing and this had been refused by the Tribunal the previous day. There was nothing new in the

application she had made in person before the Tribunal and he adopted the written submissions made by the Applicant as follows:

“The application attaches a short letter from her GP which states she is suffering from stress and anxiety, amongst other medical conditions. The GP letter requests that the hearing be deferred because she is struggling with her health.

The Respondent has sought a 12-week adjournment. Whilst the SRA are sympathetic to the Respondent’s health difficulties, the SRA opposes the request for an adjournment. The Respondent first made the Tribunal aware of her health difficulties at the non-compliance hearing on 19 January and was notified of the need to obtain medical evidence to support her request for an extension due to health reasons, however she has not done so until now.

The same issue arose at the CMH, at which the SDT noted in its Memorandum the requirements of a properly reasoned adjournment application (see Memorandum dated 10 February). The Tribunal noted at this stage that the health issues had been in existence for many years, and there was no reason why the medical evidence could not be obtained sooner - the Respondent’s attention was drawn to Rule 23 of the SDT’s guidance note on health issues.

In any event, the medical evidence supplied does not meet the criteria for a health-based adjournment as indicated in the Tribunal’s guidance note (see paragraphs 14 and 15). The SDT’s guidance note provides that an application for an adjournment on grounds of ill-health needs to be based upon the “reasoned opinion of an appropriate medical adviser” (para.6 (c)). It also provides that, unless there are reasons that an adjournment application has genuinely arisen at a very late stage, the SDT will expect the adjournment to be supported by a statement of truth as to the reasons for the sought of adjournment (para.7). The SRA would also expect such a statement to cover the reasons for the lateness. The Respondent has been put on notice since January of the level of detail needed for medical evidence, however this has not been provided.

The Respondent has had the opportunity to obtain a far more detailed report than the letter provided from her GP. The medical evidence provided is not the “reasoned opinion of an appropriate medical adviser”. Rather, it is a short note which does not contain any detail or comply with the requirements of the guidance note for example an opinion on when the Respondent may be better.

There appears to be no recognition in the medical evidence of the fact that proceedings are necessarily stressful, engaging as they do serious issues around fitness to practise. The medical evidence does not pass the very high bar needed to justify an adjournment. The efficient and timely determination of this case will be in the best interests of all concerned. It is not in the interests of justice, the public, or the profession for this hearing to be adjourned.

Furthermore, the substantive hearing has been converted to a remote hearing with the SDT’s permission, which the Applicant considers should assist the Respondent in being able to attend a hearing despite her health complaints....”

The Tribunal's Decision

- 22.13 The Tribunal listened with care to the submissions, however, there was nothing new or different in Ms Zia's application which had cause to make the Tribunal reconsider its decision of the previous day refusing the application. The reasons for refusal remained the same as set out in its written decision of 28 March 2022:

“R applies for an adjournment on the basis of ill-health and relies in part on a note from her GP. The GP note cites stress and anxiety and physical health conditions while making reference to historical health issues that relate to issues of R's non-compliance with the tribunal's orders. These are not enough to justify an adjournment.

There is a part but insubstantial explanation offered as to lateness of these issues coming to light and they certainly do not explain away the delay or lack of engagement generally. The application is refused and the hearing goes ahead remotely.

The respondent can be advised that adjustments can be made during the hearing to accommodate her stresses and other health issues. The tribunal does not agree that we should reserve the decision until tomorrow. The strength of the application is substantively weak and fails to meet the threshold for that would enable the tribunal to grant the application in the respondent's favour. However, the application can be renewed before the tribunal if there is additional evidence available that would substantively support an application.”

- 22.14 The Chair told Ms Zia that she would be given time to attend her hospital appointment that day and that the hearing would commence upon her return which she said would be at about 2:00 p.m. Also, Ms Zia would be given regular breaks as and when she required them and the Tribunal would do what it could to enable her to put her best case forward.

Documents

23. The Tribunal considered all the documents in the case which were contained in an agreed electronic bundle.

Findings of Fact and Law

24. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (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 Zia'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.
25. 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. 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.

The Principles, Outcomes, Rules Tests and Law

26. SRA Principles 2011 (and 2019 where relevant)

- 26.1 Principle 2 of the SRA Principles 2011 requires solicitors to act with integrity. In Wingate v SRA [2018] EWCA Civ 366, the Court of Appeal stated that integrity connotes adherence to the ethical standards of one's profession. In giving the leading judgement, Lord Justice Jackson said: Integrity is a broader concept than honesty. In professional codes of conduct the term "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.
- 26.2 Principle 4 of the SRA Principles 2011 requires solicitors to act in the best interests of each client.
- 26.3 Principle 6 of the SRA Principles 2011 and Principle 2 of the SRA Principles 2019 requires solicitors to behave in a way that maintains the trust the public places in them and in the provision of legal services.
- 26.4 Principle 7 of the SRA Principles 2011 requires solicitors to comply with their legal and regulatory obligations and to deal with their regulators in an open, timely and cooperative manner.
- 26.5 Principle 8 of the SRA Principles requires solicitors to run their business effectively and in accordance with proper governance and sound financial and risk management principles.

27. Outcomes of the SRA Code of Conduct 2011

- 27.1 Outcome 1.2 of the SRA Code of Conduct 2011 requires solicitors to provide services to their clients in a manner which protects their interests in their matter, subject to the proper administration of justice.
- 27.2 Outcome 6.3 of the SRA code of Conduct 2011 deals with the circumstances in which clients are referred to third parties including other lawyers and states that solicitors must ensure that clients are in a position to make informed decisions about how to pursue the matter.
- 27.3 Outcome 10.6 of the SRA Code of Conduct 2011 requires solicitors to cooperate fully with the SRA at all times.
- 27.4 Outcome 10.8 requires solicitors to comply promptly with any written notice from the SRA.
- 27.5 Outcome 10.9 requires solicitors, pursuant to any written notice under Outcome 10.8 to:

- Produce any documents held by them or under their control;
- Provide all information and explanations requested.

28. Solicitors Accounts Rules 2011 (SARs)

28.1 Rule 14.2 of the SRA Accounts Rules 2011 provides that only client money may be held in a firm's client account except in limited circumstances. None of those circumstances applied in this case.

29. SRA Practice Framework Rules 2011

29.1 Rule 1.1 of the SRA Practice Framework Rules 2011 limits the circumstances in which a solicitor may practise as a solicitor in England and Wales. In the circumstances of this case, the only permissible circumstances were as a recognised sole practitioner, an employee of a recognised sole practitioner or as a manager, employee, member or interest holder of an authorised body.

29.2 Rule 10.1 of the SRA Practice Framework Rules 2011 states that a solicitor must not practise as a sole practitioner unless they are authorised by the SRA or by an approved regulator or are exempt.

30. The SRA Authorisation of Individuals Regulations :25 November 2019

30.1 Rule 9.5 provides that solicitors may undertake immigration work provided that such work is undertaken through an authorised body. An authorised body for these purposes either a firm authorised by the SRA or a sole practitioner's practice authorised by the SRA. Immigration work is defined in section 82 of the Immigration and Asylum Act 1999 and includes advice in relation to visas to enter or remain in the UK.

30.2 Rule 10.1 of the SRA Authorisation of Individuals Regulations provides that a solicitor must not act as a sole practitioner unless their practice is authorised as a recognised sole practice.

31. The SRA Code of Conduct for Solicitors, RELs and RFLs

31.1 Rule 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs requires solicitors to cooperate with the SRA, other regulators, ombudsmen and bodies with a role in overseeing and supervising the delivery of, or investigating concerns in relation to, legal services.

32. Dishonesty

32.1 The test for dishonesty is that 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 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.”

Factual Background

33. Ms Zia was admitted as a solicitor on 17 September 2001. She held a Practising Certificate for 2021/2022 which was subject to the following conditions:

- Not to act as a manager or owner of any authorised body;
- Not to act as a COLP or COFA for any authorised body;
- Not to hold or receive client money or act as a signatory to any client or office account or have the power to authorise transfers from any client or office account;
- Not to practice on her own account;
- Subject to the first condition, to act as a solicitor, only as an employee, where the role had first been approved by the SRA.

34. Notwithstanding the above, Ms Zia had not applied for a Practising Certificate for 2022/2023.

35. The Applicant’s Case

35.1 Allegation 1 (provision of inaccurate response to SRA in response to production notices).

35.1.1 Mr Scott said that on 24 January 2019, as part of its investigation, the SRA served two Notices under section 44B of the Solicitors Act 1974 on Ms Zia. One Notice related to Obelisk Law and sought, amongst other things, the following information:

“Please provide all correspondence between Obelisk Law or the respondent with (i) Rigil Kent Acquisitions Ltd (“RKAL”) (ii) Rigil Kent Corporate Acquisitions and Turnaround Ltd (“RKCAT”) (iii) Nataliia Fox (iv) Kevin Morris (v) French Fox Ltd including that on any messaging services such as WhatsApp.”

“Regarding the closure of Obelisk Law, please provide: (a) The authorities provided by clients for their files to be transferred to ACN Law Ltd or any other law firms; (b) List of client files transferred to ACN Law Ltd.”

35.1.2 The second Notice related to Primax Law Ltd and sought, amongst other things, the following information:

“Please provide all correspondence between Primax Law Ltd or you with (i) Rigil Kent Acquisitions Ltd (“RKAL”) (ii) Rigid Kent Corporate Acquisitions and Turnaround Ltd (“RKCAT”) (iii) Nataliia Fox (iv) Kevin Morris (v) French Fox Ltd including that on any messaging services such as WhatsApp.”

35.1.3 Ms Zia responded to the Primax Law Notice on 4 February 2019. In that letter she stated, amongst other things, that there was no correspondence with French Fox Ltd.

35.1.4 Ms Zia responded to the Obelisk Law Notice on 4 February 2019. In that letter, she stated, amongst other things:

“There is no correspondence with RKAL.

There is limited correspondence with RKCAT. Obelisk had represented RKCAT and another client in relation to a high court matter.”

There is no correspondence with Nataliia Fox, Kevin Morris and French Fox Ltd.”

35.1.5 Mr Scott submitted that these statements were untrue and Ms Zia knew they were untrue. The Respondent had corresponded with French Fox Ltd, RKAL, RKCAT, Nataliia Fox and Kevin Morris. He relied on the following:

- An email from Ms Zia to “Kevin” at the email address acquisitions@rigilkent.co.uk dated 21 November 2016. Kevin is Kevin Morris. The email address was a generic email address for RKAL and RKCAT.
- Kevin Morris worked for RKAL, RKCAT and French Fox Ltd;
- WhatsApp messages between Ms Zia, Nataliia Fox and Kevin Morris on 27 and 28 January 2017. These messages related in part to French Fox Law, the trading name of French Fox Ltd.
- Email correspondence between Ms Zia and “Michael@rigilkent.co.uk” regarding a share sale agreement on 28 and 29 June 2017. Michael@rigilkent.co.uk is the email address of Michael Kruaze who worked for Kevin Morris at RKAL, RKCAT and French Fox Ltd.
- A letter from Ms Zia to the Insolvency Service dated 24 July 2018 in which she confirmed that she had advised Nataliia Fox in relation to an immigration matter and the setup of an ABS Law firm. Further, she was instructed by Nataliia Fox who was the director of RKCAT in relation to High Court proceedings in February 2017.

35.1.6 Ms Zia transferred Primax Law to Nataliia Fox in or around October 2016. This was confirmed by Ms Zia to Mr Howell, the Forensic Investigation Officer (FIO), during an interview on 2 October 2018 and by Ms Zia in her letter to the SRA of 4 February 2019.

35.1.7 Companies House documents confirmed that, on 15 October 2016, Nataliia Fox became a director and Person with significant control of Primax Law and the Respondent resigned as a director.

Alleged Breach of Principle 2 of the Principles 2011

35.1.8 Mr Scott submitted that a solicitor acting with integrity would ensure they responded accurately to statutory notices from the SRA requesting information. By failing to respond accurately, and misrepresenting:

- that there was no correspondence between Obelisk Law Ltd and RKAL, RKCAT, Nataliia Fox, Kevin Morris and French Fox Ltd;
- that there was no correspondence between Primax Law Ltd and French Fox Ltd;

35.1.9 Ms Zia failed to act with integrity and Principle 2 was therefore breached.

Alleged Breach of Principle 6 of the Principles 2011

35.1.10 The public's trust in the legal profession would be undermined by a solicitor who provides inaccurate and misleading information to the SRA generally and, in particular, in response to a statutory notice. Principle 6 was therefore breached.

Alleged Dishonesty

35.1.11 Further, Ms Zia knew that the information she provided was inaccurate and misleading. Ordinary, decent people would consider providing it to be dishonest for a solicitor knowingly to provide inaccurate and misleading information to the SRA. Ms Zia's conduct was therefore dishonest.

35.2 Allegations 2 and 3 (provision of inaccurate and misleading information to the SRA regarding file transfers, and transfer of files without client consent)

35.2.1 Mr Scott said that in her letter of 4 February 2019 relating to Obelisk Law Ms Zia provided authorities from 43 clients who consented to the transfer of files from Obelisk to ACN Law and a list of files transferred to ACN Law. This listed a total of 336 client matters.

35.2.2 However, on 11 December 2018, during a telephone conversation with the FIO, Ms Zia had stated that all of Obelisk Law's client files had been transferred to ACN Law, that she had written to the clients first and that they had all provided their informed consent. In an email dated 2 January 2019 she had confirmed to the FIO that the files were transferred on 7 December 2018.

35.2.3 On 31 January 2019 she had confirmed to the FIO during a telephone call that no clients had been transferred to ACN Law without their consent.

35.2.4 Mr Scott submitted that these statements were untrue and Ms Zia knew they were untrue. Only 43 signed client authorities were enclosed with the letter of 4 February and only two of those authorities were dated on or before 7 December 2018. It can be inferred that around 293 client matters had been transferred to ACN Law without consent having been obtained from these clients.

35.2.5 Mr Scott placed reliance on an email from one client of Obelisk Law, Client A, dated 28 December 2018 which confirmed that he had not given permission for his matter to be passed to ACN Law. The transfer of files was made shortly before Obelisk Law was wound up on 10 December 2018. Ms Zia had, however, been aware of financial difficulties faced by Obelisk since at latest May 2018.

35.2.6 On 11 May 2018, Ms Zia had made a Small Firms Contact Form submission to the SRA on behalf of Obelisk Law confirming that the Firm's office and client accounts had been frozen. On 11 October 2018 Ms Zia had sent a copy of a draft Proposal for a Company Voluntary Arrangement in respect of Obelisk to the SRA.

35.2.7 Mr Scott's primary case was that Ms Zia failed to obtain consent from around 293 clients before transferring their files to ACN Law. Alternatively, Ms Zia did not take steps to inform Obelisk's clients sufficiently in advance of the closure of Obelisk to enable them to take informed decisions as to the transfer of their files.

Allegation 2: Alleged Breach of Principle 2 of the Principles 2011

35.2.8 A solicitor acting with integrity would not have told the SRA that all clients of Obelisk Law Ltd had consented to the transfer of their files from Obelisk Law Ltd to another law firm when in fact that was not the case. Principle 2 was therefore breached.

Allegation 2: Alleged Breach of Principle 6 of the Principles 2011

35.2.9 The public's trust in the legal profession would be undermined by a solicitor who provides inaccurate and misleading information to the SRA generally and, in particular, in response to a statutory notice. Principle 6 was therefore breached.

Allegation 2: Alleged Dishonesty

35.2.10 Further, Ms Zia knew, when she told the SRA that all clients of Obelisk had consented to the transfer of their files, that this was not true. She knew that only 48 clients had consented and that, of that 48, 46 consents were provided after the transfer had taken place. Ordinary, decent people would regard it as dishonest for a solicitor to make such a statement knowing it was untrue.

Allegation 3: Alleged Breach of Principle 4 of the Principles 2011 and Outcomes 1.2 and 6.3

35.2.11 Ms Zia transferred client files to another firm of solicitors three days before her firm, Obelisk Law, went into liquidation. A solicitor acting in the best interests of the client would have consulted with all clients before transferring their files and would have obtained the clients' informed consent to such a transfer. By failing to do so, Principle 4 and Outcomes 1.2 and 6.3 were breached.

Allegation 3: Alleged Breach of Principle 8 of the Principles 2011

35.2.12 Ms Zia had known since, at latest, May 2018 that Obelisk Law was in financial difficulties. By failing, prior to the transfer of all Obelisk's client files, to inform her clients of the impending winding up and closure of Primax Law, and therefore giving

clients the opportunity to make informed decisions regarding the transfer of their files, Principle 8 was breached.

35.3 Allegation 4 (failure to cooperate with the SRA)

35.3.1 In addition to providing misleading information, Ms Zia also failed to respond adequately, or at all, to requests for information or documentation from the SRA.

35.3.2 On or around 11 May 2018, Ms Zia submitted a Small Firms Contact Form submission to the SRA confirming that the bank had frozen Obelisk Law's client and office bank accounts for over a month. On 31 May 2018, Michele Maffin of the SRA requested the following information:

- copy loan agreement;
- correspondence with the bank relating to the suspension of the office account;
- client account bank reconciliations for the period 1 March to 31 May 2018;
- bank statements for the office and client account for the period 1 March to 31 May 2018.

35.3.3 At Ms Zia's request an extension of time until 21 June 2018 was agreed for the provision of the information. Despite that, and a chasing email on 18 July 2018 Mr Scott said that Ms Zia failed to provide this information.

35.3.4 On 18 July 2018, the SRA sought the following further information regarding Obelisk Law enquiring whether money due to Compril Law had been paid. Ms Zia failed to provide this information.

35.3.5 As set out above, in relation to allegation 1, on 24 January 2019, the SRA served two Production Notices under section 44B of the Solicitors Act 1974. Although Ms Zia responded to both notices on 4 February 2019, she did not provide all the documentation and information required.

35.3.6 On 5 February 2019, the FIO wrote to Ms Zia seeking four missing attachments. On 14 February 2019, the FIO wrote to Ms Zia again seeking two outstanding documents. Ms Zia failed to provide these. On 20 February 2019, the FIO wrote to Ms Zia again seeking the outstanding documents and the following:

- An explanation as to why Ms Zia had understated her involvement with RKAL and associated parties in her letter to the Insolvency Service of 24 July 2018;
- Information and explanations relating to the transfer of Primax Law to Nataliia Fox;
- An explanation as to whether Ms Zia had disclosed the liabilities of Primax Law in her application for authorisation of Obelisk Law dated 24 March 2015;
- An explanation as to:-
 - (a) whether Ms Zia provided a director's loan to Obelisk Law of £15,000,

- (b) when Ms Zia started negotiating with or applying to HSBC in respect of the transfer from Primax to Obelisk of a £105,000 loan and an additional loan to Obelisk of £100,000 and
- (c) whether she disclosed that funding to the SRA.

35.3.7 Ms Zia failed to respond to that email.

Alleged Breach of Principle 7 of the Principles 2011 and Outcomes

35.3.8 By failing to respond, or adequately to respond to the SRA's requests for information Ms Zia breached Principle 7 and failed to comply with Outcome 10.6.

35.3.9 By failing to provide all of the information and documents requested in the Production Notices of 24 January 2019, the Respondent breached Principle 7 and failed to achieve Outcomes 10.6, 10.8 and 10.9.

35.4 Allegation 5 (provision of inaccurate and misleading information to the Insolvency Service)

35.4.1 On 14 August 2018, the Insolvency Service wrote to the SRA in connection with its investigation onto the collapse of RKAL and RKCAL. The letter stated that French Fox Ltd trading as French Fox Law appeared to have been associated with both companies. Further, they had identified that Ms Zia and Obelisk Law appeared to have had some involvement with both companies. The letter complained that Ms Zia had been extremely slow in providing information to them and referred to two unresolved matters.

35.4.2 On 24 July 2018, Ms Zia had written to the Insolvency Service. In that letter, she made the following statements:

35.4.3 In relation to French Fox Ltd:

"... I originally advised Nataliia Fox on an immigration matter. The matter did not progress to formal instructions ... during this time [I] was requested to provide guidance on the set up of an ABS law firm. I provided brief advice that a formal application must be submitted to the SRA. After this I was not contacted again. Please note that I have not been involved with French Fox Limited. I only became aware of the existence of French Fox Limited when I was informed that my ID had been misused."

35.4.4 In relation to money held in the client account:

"I was instructed by Nataliia Fox who was the director of [RKCAT] in relation to an injunction hearing whereby RKCAT were brought into the proceedings as an interested third party ... it was established that RKCAT was holding funds on behalf of Mr Panter. It was order[ed] that Obelisk Law are to hold these funds in their client account until further notice of the Court."

35.4.5 That she was not involved in reviewing any Asset Purchase Agreements for RKAL or RKCAT

35.4.6 Mr Scott submitted that the statements that she was not involved with French Fox Limited and that she was not involved in reviewing any asset purchase agreement for RKAL or RKCAT were untrue and misleading. Further, the response to the Insolvency Service was untrue and misleading in relation to her involvement with Nataliia Fox. Ms Zia had known that the statements were untrue and misleading and there was evidence which showed this to be the case namely:

- An email from Ms Zia to “Kevin” dated 21 November 2016. Kevin is Kevin Morris. The email address is a generic email address for RKAL and RKCAT. Kevin Morris worked for RKAL, RKCAT and French Fox Ltd;
- WhatsApp messages between Ms Zia, Nataliia Fox and Kevin Morris on 27 and 28 January 2017. These messages relate in part to French Fox Law, the trading name of French Fox Ltd. In one message, Ms Zia states: “*I will be glad to join you in this venture*”;
- Email correspondence between Ms Zia and “Michael@rigilkent.co.uk” regarding a Share Sale Agreement on 28 and 29 June 2017. In one email of 28 June, Ms Zia states: “*This is the wrong agreement. I need an Assets Purchase Agreement. Can you please resend.*” “Michael” responded on 29 June attaching a draft Asset Purchase Agreement. Ms Zia then asked him to resend the document in a Word format so that she could make some changes to it. Michael@rigilkent.co.uk is the email address of Michael Kruaze who worked for Kevin Morris at RKAL, RKCAT and French Fox Ltd;
- Ms Zia transferred Primax Law to Natalia Fox in or around October 2016. This was confirmed by Ms Zia to the FIO during an interview on 2 October 2018 and by Ms Zia in her letter to the SRA of 4 February 2019;
- Companies House documents confirmed that, on 15 October 2016, Natalia Fox became a director and Person with significant control of Primax Law and Ms Zia resigned as a director.

Alleged Breach of Principle 2 of the Principles 2011

35.4.7 A solicitor acting with integrity would cooperate with an investigation by the Insolvency Service, subject to the requirements of client confidentiality and law. They would not provide the Insolvency Service with false and misleading information. By providing false and misleading information regarding her involvement with French Fox Limited, RKAL, RKCAT and Natalia Fox, Ms Zia breached Principle 2.

Alleged Breach of Principle 6 of the Principles 2011

35.4.8 The public’s trust in the legal profession would be undermined by a solicitor who provides inaccurate and misleading information to the Insolvency Service generally and particularly in the context of an investigation. Principle 6 was therefore breached.

Alleged Dishonesty

35.4.9 Ms Zia knew when she provided the information to the Insolvency Service that the information was inaccurate and misleading. Ordinary, decent people would consider it dishonest to provide inaccurate and misleading information to the Insolvency Service. Her conduct was therefore dishonest.

35.5 Allegation 6 (holding of office monies in the client account)

35.5.1 On 6 February 2021, Ms Zia provided a list of client liabilities for Obelisk Law as at 4 February 2019. The FIO identified that at least £23,702.37 comprised office monies awaiting transfer to office account. Mr Scott said that the SRA did not know how long these funds had been held in the client account.

Alleged Breach of Principle 8 of the Principles 2011 and SARs

35.5.2 By allowing office money to remain in the client account the Respondent breached Rule 14.2 and Principle 8. She allowed the balance of the client account to be overstated by the amount of office money improperly contained in the account and created a risk of any shortages in the client account would not be detected because the client account balance was inflated by the inclusion. Client funds were therefore potentially placed at risk.

35.6 Allegation 7 (provision of immigration advice)

35.6.1 Obelisk Law went into liquidation on 10 December 2018. An Adjudication Panel of the SRA resolved to intervene into the practice on 10 June 2020. From 10 December 2018, Ms Zia held a Practising Certificate but was neither authorised as a sole practitioner nor was she a manager, employee, member or interest holder of or otherwise practising through an authorised body.

35.6.2 Ms Zia was not therefore authorised to practise as a solicitor from that time. Nor was she authorised to conduct immigration work. From around 26 July 2019 to around 10 December 2019, Ms Zia provided immigration advice to Client B.

35.6.3 Mr Scott referred to email correspondence between Ms Zia and Client B. The emails from Ms Zia were sent from alvina.azlegal@gmail.com and signed off “Alvina Zia LLB (Hons) Solicitor”. On 28 July 2019 Client B signed a fixed fee agreement for AZ Legal to act as her legal representative in respect of a Innovator Visa. There was no authorised body by the name of AZ Legal.

35.6.4 There were transcripts of messages between Ms Zia and Client B and a transcript of a telephone conversation Ms Zia on 4 June 2021 during which Ms Zia confirmed that she was instructed by Client B in relation to a visa application but claimed that she was not acting in a legal capacity. The SRA did not accept that Ms Zia was not acting as a solicitor.

35.6.5 Client B paid a total of £2000 to Ms Zia for this advice. She subsequently made a complaint to the Legal Ombudsman. The Legal Ombudsman investigated the matter and made a Case Decision dated 19 July 2021. This decision was accepted by Client B. Ms Zia did not respond to the Case Decision. The Legal Ombudsman then made a Final

Decision dated 6 August 2021. The final Decision ordered Ms Zia to pay £2,600 to Client B.

Alleged Breach of Principle 7 of the Principles 2011 and SARs

35.6.6 Ms Zia failed to comply with her regulatory obligations. By providing advice as a solicitor in the period up to 25 November 2019 when she was not authorised to do so, Ms Zia breached Principle 7.

Alleged Breaches of the SRA Practice Framework Rules 2011

35.6.7 Rule 1.1 limits the circumstances in which a solicitor may practise as a solicitor in England and Wales. In the circumstances of this case, the only permissible circumstances were as a recognised sole practitioner, an employee of a recognised sole practitioner or as a manager, employee, member or interest holder of an authorised body. Ms Zia was none of those things at the relevant time.

35.6.7 Rule 10.1 states that a solicitor must not practise as a sole practitioner unless they are authorised by the SRA or by an approved regulator or are exempt. Ms Zia was neither authorised nor exempt.

Alleged Breaches of the SRA Authorisation of Individuals Regulations

35.6.8 At the time when Ms Zia was providing immigration advice to Client B she was not undertaking work through an authorised body. Nor was her practice authorised as a recognised sole practice. Ms Zia therefore breached both Rules 9.5 and 10.1.

35.7 Allegation 8 (failure to cooperate with the Legal Ombudsman)

35.7.1 Mr Scott said Client B's complaint was investigated by the Legal Ombudsman who wrote to Ms Zia on 7 June 2021 seeking information. Ms Zia did not respond to that letter. Ms Zia also failed to respond to requests for information from the Legal Ombudsman dated 22 June 2021 and 23 June 2021.

35.7.2 On 19 July 2021, the Legal Ombudsman wrote to Ms Zia enclosing the Case Decision and asking for confirmation as to whether that decision was accepted or not. Ms Zia did not respond.

35.7.3 On 6 August 2021, the Legal Ombudsman wrote to Ms Zia enclosing the Final Decision which required Ms Zia to pay Client B £2,600. Ms Zia failed to pay this.

Alleged Breach of Principle 2 of the Principles 2019

35.7.4 The public would expect a solicitor to comply with their regulatory obligations and in particular to cooperate with, and comply with the decisions of, the Legal Ombudsman. Public trust in the solicitors' profession is damaged by those who do not.

35.7.5 By failing to cooperate and to comply with the Legal Ombudsman's decision Ms Zia breached Principle 2 of the SRA Principles 2011 and Rule 7.3 of the SRA Code of Conduct for Solicitors, Registered European Lawyers (RELS) and Registered Foreign Lawyers (RFLs).

35.8 Ms Zia's Case

35.8.1 Ms Zia had not proved an Answer to the allegations nor a statement setting out her account of matters. She did not give evidence nor call any evidence on her behalf.

35.8.2 Ms Zia told the Tribunal that having considered her position she would make admissions to most, but not all parts of the allegations, and that she would make brief submissions to explain the basis for non-acceptance of certain parts of the allegations.

35.8.3 Ms Zia made admissions to the allegations as follows (*matters not admitted are set out in bold*):

35.8.4 Allegation 1

1.1 Admitted

1.2 Admitted

And in doing so she admitted she had breached Principles 2 and 6 of the SRA Principles 2011.

Ms Zia also admitted that she had been dishonest.

35.8.5 Allegation 2

2. Admitted

And in doing so she admitted that she had breached Principles 2 and 6 of the SRA Principles 2011.

Ms Zia denied that she had been dishonest. She explained that she asked for her clients' consent to transfer files. The process had not gone smoothly, some clients replied in writing some did not, and some gave oral permission. It was accepted by her that some clients may have fallen by the wayside and some contacted ANC direct. She had tried to explain this to the SRA and whilst her explanation may have been inadequate, she had not been dishonest, and she had tried to explain matters as he had understood them to be at the relevant time.

35.8.6 Allegation 3

3.1 Admitted.

And in doing so she admitted she had breached Principle 4 of the SRA Principles 2011 and failed to comply with Outcomes 1.2 and 6.3 of the SRA Code of Conduct 2011.

3.2. **Not admitted:** her clients had been given advance notice.

35.8.7 Allegation 4

4.1 Admitted.

4.2 Admitted

4.3 Admitted

And in so doing so she admitted she had breached Principle 7 of the SRA Principles 2011 and failed to comply with Outcomes 10.6; 10.8 and 10.9 of the SRA Code of Conduct 2011.

35.8.8 Allegation 5

5.1 Admitted.

5.2 **Not admitted:** Ms Zia submitted that other than an initial request to be involved which had come to nothing very quickly she was not involved with Fox Limited thereafter.

5.3 Admitted.

She admitted she had breached Principles 2 and 6 of the SRA Principles 2011.

She admitted she had been dishonest.

35.8.9 Allegation 6

6. Admitted.

And in doing so she admitted she had breached Principle 8 of the SRA Principles 2011 and rule 14.2 of the SRA Accounts Rules 2011.

35.8.10 Allegation 7

7. Admitted.

And in doing so, she admitted she had breached Principle 7 of the SRA Principles 2011 and rules 1.1 and 10.1 of the SRA Practice Framework Rules 2011.

And in so far as the conduct took place from 25 November 2019, she admitted she had breached rules 9.5 and 10.1 of the SRA Authorisation of Individuals Regulations.

35.8.11 Allegation 8

8.1 Admitted.

8.2 Admitted.

And in doing so she admitted she had breached Principle 2 of the SRA Principles 2019 and paragraph 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

35.9 **The Tribunal's Findings**

35.9.1 The Tribunal found the following allegations proved in full to the requisite standard, namely on the balance of probabilities, and it was satisfied to the same standard that Ms Zia's admissions to all those allegations and breaches of the Principles, Outcomes and Rules and dishonesty, were properly made.

35.9.2 Allegation 1

1.1 & 1.2.

Breaches of:
Principles 2 and 6 of the SRA Principles 2011.

Dishonesty.

35.9.3 Allegation 2

2

Breaches of:
Principles 2 and 6 of the SRA Principles 2011.

35.9.4 Allegation 3

3.1.

Breaches of:
Principle 4 of the SRA Principles 2011
Failure to comply with Outcomes 1.2 and 6.3 of the SRA Code of Conduct 2011.

35.9.5 Allegation 4

4.1, 4.2 & 4.3.

Breaches of:
Principle 7 of the SRA Principles 2011
Failure to comply with Outcomes 10.6; 10.8 and 10.9 of the SRA Code of Conduct 2011.

35.9.6 Allegation 5

5.1. & 5.3

Breaches of:
Principles 2 and 6 of the SRA Principles 2011.

Dishonesty.

35.9.7 Allegation 6

6.

Breaches of:
Principle 8 of the SRA Principles 2011
Rule 14.2 of the SRA Accounts Rules 2011.

35.9.8 Allegation 7

7.

Breaches of:
Principle 7 of the SRA Principles 2011
1.1 and 10.1 of the SRA Practice Framework Rules 2011.
9.5 and 10.1 of the SRA Authorisation of Individuals Regulations.

35.9.9 Allegation 8

8.1 & 8.2.

Breaches of:
Principle 2 of the SRA Principles 2019
Paragraph 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs.

35.9.10 With respect to the matters not admitted by Ms Zia, the Tribunal made the following findings.

35.9.11 Allegation 2

Dishonesty. The Tribunal applied the test in *Ivey* (*as it had done with respect to id decision to accept the admissions as properly made*). The Tribunal found that Ms Zia had believed she had expressed herself clearly to the SRA when explaining the situation. In hindsight her explanation was capable of being misunderstood however this was not conduct which would be considered dishonest by the standards of ordinary decent people.

The Tribunal did not find dishonesty proved to the requisite standard.

35.9.12 Allegation 3.2

This had been pleaded in the alternative to 3.1. In the light of Ms Zia's admission to 3.1 the Tribunal need not have considered this part of the allegation. However, the Tribunal accepted Ms Zia's submission that notice was given, and it did not find allegation 3.2 proved.

35.9.13 Allegation 5.2

The Tribunal was satisfied that there was no evidence, other than an initial e-mail from Ms Zia expressing some interest in the venture, to support this part of allegation 5. There was no evidence that she had had any further involvement with this entity and the Tribunal did not find 5.2 proved to the requisite standard.

35.9.14 The Tribunal therefore did not find proved:

Allegation 2:
Dishonesty

Allegation 3:
3.2

Allegation 5:
5.2

Previous Disciplinary Matters

36. There were no previous findings.

Mitigation

37. Ms Zia said that in July 2018 she had largely been involved in personal injury matters however due to a change in the cost structure associated with such work she had had to diversify into other areas.
38. Before July 2018 Ms Zia had two staff members however, both took maternity leave very close together and this impacted adversely on her running of the business.
39. She had been subject to unwarranted applications for payment and then insolvency proceedings from a supplier of vehicle damage reports she had instructed in connection with her personal injury work and this too had taken a toll upon her both professionally and personally. Ms Zia had had to restructure her firm by letting go of staff and moving to smaller premises.
40. The period from July to December 2018 was a stressful period for her as not only were there financial and business problems but she was experiencing personal problems with her marriage, and this too impacted on her mental health.
41. Ms Zia apologised to the Tribunal and the profession, for not discharging her duties in a way which would have been expected of her, however she had been suffering from physical health problems which in some regard had been caused or made worse by stress and anxiety.
42. Ms Zia said she had cooperated fully with the SRA and that she had effectively self-reported, she had hidden nothing from the SRA. When the investigation had commenced, she had felt overwhelmed and had been unable to cope.

43. She accepted the transfer of client files had not been as fluid or smooth as she or her clients would have wished but that there had been no direct harm to any of the clients. In her submission Ms Zia said that she had been the only person who had suffered through this process by the financial hardship with which she was still dealing
44. Ms Zia asked the Tribunal to consider her mitigating factors when considering the appropriate sanction particularly the levels of stress and anxiety she had been under in her professional and personal life and her health issues, which she set out to the Tribunal.
45. She asked the Tribunal to take into account her unblemished professional record and the admissions she had made to the allegations. She asked the Tribunal to consider a sanction which would permit her to continue working and providing for her family.

Sanction

46. The Tribunal had regard to the observation of Sir Thomas Bingham MR (as he then was) in Bolton v Law Society [1994] 1 WLR 512 that the fundamental purpose of sanctions against solicitors was:

“to maintain the reputation of the solicitors’ profession as one in which every member, of whatever standing, may be trusted to the ends of the earth”.

47. The Tribunal considered the Guidance Note on Sanction (10th Edition, June 2022) (“the Sanctions Guidance”). The Tribunal was mindful of the three stages it should follow when approaching sanction, namely the seriousness of the misconduct, the purpose for which sanctions are imposed by the Tribunal, and the sanction which appropriately fulfils that purpose in light of the seriousness of the misconduct.
48. The Tribunal assessed the seriousness of the misconduct by considering the level of Ms Zia’s culpability and the harm caused, together with any aggravating or mitigating factors.
49. The Tribunal found the motivation had been a financial one, Ms Zia’s business had experienced difficulties and she had required income. This had not been spontaneous but a deliberate course of action in which she had misled her regulator and others.
50. Ms Zia had abused the trust placed in her by Client B to progress her immigration matter. She had had no authority to act and none to take her money for work she was not permitted to carry out, which, in the event, she did not complete. Ms Zia was wrong to suggest that only she had suffered harm, Client B had been harmed as too had those clients whose consent had not been obtained to transfer their files.
51. Ms Zia had complete control and responsibility for her misconduct.
52. Ms Zia had been an experienced solicitor, but any solicitor, whatever their level of experience would know that it is wrong to mislead their regulator or to provide misleading and inaccurate information to anyone. The consequential damage to the reputation of the profession by Ms Zia’s misconduct was significant and her conduct

was a marked departure from the complete integrity, probity and trustworthiness expected of a solicitor.

53. The extent the harm was reasonably and entirely foreseeable by her, and she had had clear knowledge of her actions.
54. The Tribunal assessed the harm caused as very high.
55. The Tribunal then considered aggravating factors. The Tribunal, in its finding of fact and by Ms Zia's own admissions, found she had acted dishonestly.
56. Her actions had been deliberate and calculated and she had concealed matters by lying to the regulator and others.
57. The Tribunal considered there were very few mitigating factors but noted that Ms Zia had no previous disciplinary findings recorded against her and that she had had a hitherto unblemished career.
58. Given her remarks regarding her belief that she was the only person who had suffered harm, the Tribunal could see only limited evidence of genuine insight. However, she had made admissions, albeit at a late stage in the proceedings.
59. In all the circumstances of this case the Tribunal considered the seriousness of the misconduct to be extremely high: this was perhaps an inevitable conclusion given the findings of dishonesty. In addition, Ms Zia's conduct had been found to have lacked integrity and she had failed to uphold public trust in the provision of legal services, along with multiple other failures of applicable rules and outcomes.
60. The public would expect a solicitor to act honestly, with integrity and to uphold public trust in the profession. The trust the public placed in the profession is shattered when a solicitor is dishonest.
61. The misconduct was so serious that a Reprimand, Fine or Suspension Order, with or without restrictions would not be a sufficient sanction to protect the public or the reputation of the profession from further harm.
62. Ms Zia was found to have been dishonest. The element of dishonesty was therefore an aggravating factor. Coulson J in *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 Admin observed:

“there is harm to the public every time 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”.”

Also:

“A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances ...” confined to *“a small residual category where striking off will be a disproportionate sentence in all the circumstances ...”*.

63. The Tribunal did not consider there were exceptional circumstances present in Ms Zia's case such that a lesser sanction was warranted.
64. The nature, scope and extent of the dishonesty was such that the matters raised by Ms Zia in mitigation were not sufficient to lessen these factors. This had not been a momentary lapse and Ms Zia had not acted in blind panic. The dishonest misconduct had taken place over a protracted period.
65. Following the guidance given in SRA v James et al [2018] EWHC 3058 (Admin) the Tribunal considered that where dishonesty has been found mental health issues, specifically stress and depression suffered by the solicitor because of work conditions or other matters are unlikely without more to amount to exceptional circumstances.
66. The Tribunal noted that Ms Zia had referred to experiencing difficult family circumstances and health problems at the relevant time. However, the Tribunal had not been directed to any medical evidence to substantiate the impact this would have had upon her work and upon her decision-making capability at the relevant time other than Ms Zia's own assertion of its impact.
67. The protection of the public and public confidence in the profession and the reputation of the profession required no lesser sanction than that she be removed from the Roll.

Costs

68. Mr Scott said the quantum of costs claimed by the Applicant was in the sum of £56,712.61, comprising the investigation costs of £15,312.61 and Capsticks fixed fee of £34,500.
69. While this was a fixed fee case the notional hourly rate was about £123 per hour (based on a 5 day case). This figure rose to £140 per hour based on it becoming a 2 day case. Neither figure was excessive.
70. The central feature of the case had been one of dishonesty and whilst there had been limited admissions made by Ms Zia these had been made at a very late stage and after the commencement of the substantive hearing. The Applicant had therefore prepared for a 5-day hearing although in the event it had only lasted 2 days.
71. The proceedings had been correctly brought by Applicant and it was right that it should recover its costs in doing so. The Applicant had proved the bulk of its case to the requisite standard. The hours claimed by the Applicant were not excessive and were reasonable and proportionate in the circumstances of the case.
72. The Applicant's preparation of the case had been hampered by Ms Zia's failure to engage and this extended to the fact that she had not submitted a statement of her means to enable the Tribunal to consider her ability to pay a costs order. In Mr Scott's submission the right course of action would be for the Tribunal to order Ms Zia to pay the Applicant's costs as stated.

73. Ms Zia said she was not working save for some self-employed work which was episodic. She asked the Tribunal to take into account her limited means and to make a reduction in the costs she would be ordered to pay.
74. Ms Zia asked the Tribunal to take into consideration her admissions which had shortened the length of the hearing and also that the Applicant had not proved the entirety of its case against her.

The Tribunal's Decision on Costs

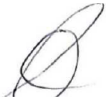
75. Having listened with care to the submissions made by Mr Scott and Ms Zia with respect to costs the Tribunal considered that it was able to summarily assess costs to consider whether they were reasonable and proportionate in all the circumstances of this case. The Tribunal had heard the case and it was appropriate for the Tribunal to determine the liability for costs and the quantum of any costs it ordered to be paid.
76. The Tribunal was aware that it had a wide discretion as to costs and that by rule 43(4) of the Solicitors (Disciplinary Proceedings) Rules 2019, the Tribunal had first to decide *whether* to make an order for costs. When deciding whether to make an order, against which party, and for what amount, the Tribunal had also to consider all relevant matters.
77. The Tribunal noted the following factors:
 - The substantive hearing had taken less time than anticipated: 2 instead of 5 days.
 - Ms Zia had made a number of admissions, although they had been late.
 - There had been little or no dispute of fact between the parties and no live evidence had been needed.
 - Ms Zia had provided no evidence regarding her means or ability to pay a costs order.
78. The Tribunal found the case had been properly brought by the Applicant as it had raised serious issues involving integrity and dishonesty and the public would expect the Applicant to have prepared its case with requisite thoroughness, and, in this regard, it had properly discharged its duty to the public and the Tribunal. In principle therefore the Applicant was entitled to its costs.
79. Given that Ms Zia had provided no evidence as to her means there was nothing in this regard upon which the Tribunal could base a properly reasoned decision.
80. However, the Tribunal found some matters not proved. Also, Ms Zia's admissions had no doubt shortened the proceedings, therefore, some reduction in the costs should be made to take such matters into account.
81. The Tribunal considered it should reduce the costs to £48,000.00.

Statement of Full Order

82. The Tribunal Ordered that ALVINA ZIA, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £48,000.00.

Dated this 18th day of April 2023

On behalf of the Tribunal



B Forde
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
18 APR 2023