

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12513-2023

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

MICHAEL LENNON

Respondent

Before:

Mrs C Evans (in the chair)

Ms H Appleby

Ms E Keen

Date of Hearing: 18 January 2024

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations against the Respondent, made by the SRA within the Rule 12 Statement dated 3 November 2023 were that:
 - 1.1 Between 29 June 2018 and 21 January 2019, while purporting to act on behalf of the Firm he requested and received money from clients for legal services, by bank transfer into his personal bank account and subsequently failed to account for that money to the Firm thereby breaching all or alternatively any of:

Principles 2 and 6 of the SRA Principles 2011 and Rule 14.1 of the SRA Accounts Rules 2011.
 - 1.2 Between 29 June 2018 and 21 January 2019, he concealed from the Firm that he was acting for clients in his personal capacity by:
 - 1.2.1 failing to open specific client files using the Firm's systems;
 - 1.2.2 using the Firm's letterheads without their knowledge or authority;
 - 1.2.3 receiving client moneys into his own personal account;
 - 1.2.4 representing Client K in criminal proceedings without authority of the Firm and thereby breached any or all of:

Principles 2 and 6 and of the SRA Principles 2011.
2. In addition, allegations 1.1 to 1.2 above were advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Documents

3. The Tribunal had before it the following documents:-
 - Rule 12 Statement and Exhibit MD1 dated 3 November 2023
 - Statement of Agreed Facts and Outcome dated 11 January 2024

Background

4. The Respondent, who was born on 6 March 1979, is a solicitor having been admitted to the Roll in 2011. At the time the allegations against him arose he was employed as an assistant solicitor at DPP Law Ltd ("the Firm") from 28 August 2012 to 20 February 2019.
5. The Respondent last held a Practising Certificate for the practice year 2020 to 2021, which was free from conditions. This was revoked on 31 January 2022, and he therefore did not have a current Practising Certificate.

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

6. The parties invited the Tribunal to deal with the Allegations against the Respondent in accordance with the Statement of Agreed Facts and Outcome annexed to this Judgment. The parties submitted that the outcome proposed was consistent with the Tribunal's Guidance Note on Sanctions.

Findings of Fact and Law

7. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
8. The Respondent admitted all the rule breaches set out above, including the allegation of dishonesty. He further accepted the factual basis of the admitted allegations.
9. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
10. The Tribunal considered the Guidance Note on Sanction 10th Edition June 2022. In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal found that the Respondent was wholly culpable for his misconduct which was extremely serious. The conduct was a breach of the trust the Firm placed in him as did his colleagues, and clients.
11. The Tribunal determined that the nature of the Respondent's misconduct, including admissions that his conduct was dishonest, was such that the only reasonable and proportionate sanction was to strike the Respondent from the Roll of the solicitors.

Costs

12. The parties agreed costs in the sum of £4,750.00. The Tribunal considered those costs to be appropriate and proportionate. Accordingly, the Tribunal ordered costs be paid by the Respondent in the agreed amount.

Statement of Full Order

13. The Tribunal Ordered that the Respondent, MICHAEL LENNON, 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 £4,750.00.

Dated this 13th day of February 2024

On behalf of the Tribunal

C Evans

C Evans
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
13 FEB 2024

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No: 12513-2023

IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

MICHAEL LENNON

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 3 November 2023 and the statement made pursuant to Rule 12 (2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Ltd ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making three allegations of misconduct against Michael Lennon ("the Respondent").

The allegations

2. The allegations against the Respondent, made by the SRA within that statement were that:
 - 2.1 Between 29 June 2018 and 21 January 2019, while purporting to act on behalf of the Firm he requested and received money from clients for legal services, by bank transfer into his personal bank account and subsequently failed to account for that money to the Firm thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.1 of the SRA Accounts Rules 2011.

2.2 Between 29 June 2018 and 21 January 2019, he concealed from the Firm that he was acting for clients in his personal capacity by:

- 2.1.1 failing to open specific client files using the Firm's systems;
- 2.1.2 using the Firm's letterheads without their knowledge or authority;
- 2.1.3 receiving client moneys into his own personal account;
- 2.1.4 representing Client K in criminal proceedings without authority of the Firm.

and thereby breached any or all of Principles 2 and 6 and of the SRA Principles 2011.

3. In addition, allegations 1.1 to 1.2 above were advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Admissions

4. The Respondent admits all the rule breaches set out at paragraphs 2 and 3 (allegations 1.1, 1.2 and 1.3 of the Rule 12 statement dated 3 November 2023), including the allegation of dishonesty. He further accepts the factual basis of the admitted allegations as set out in this document.

Professional Details

5. The following facts and matters are agreed between the SRA and the Respondent.
6. The Respondent, who was born March 1979, is a solicitor having been admitted to the Roll on 15 July 2011. At the time the allegations against him arose he was employed as an assistant solicitor at DPP Law Ltd ("the Firm") from 28 August 2012 to 20 February 2019.
7. The Respondent last held a Practising Certificate for the practice year 2020 to 2021, which was free from conditions. This was revoked on 31 January 2022. He does not hold a current Practising Certificate.

Background

8. The conduct in this matter came to the attention of the SRA on 28 February 2019 when a report was received from Mr Stuart Andrew Nolan, a Director at the Firm. Mr Nolan informed the SRA that the Respondent had been providing legal services to clients without

the Firm's knowledge or permission and requested payments into his personal bank account from clients.

9. On 11 January 2019, the Firm became aware that the Respondent was conducting criminal litigation when he did not have permission to do so. The Respondent was a solicitor within the Civil Litigation department and was not a fee earner in the Criminal department. There was a clear distinction between the departments as the terms of the general criminal contract with the Legal Aid Agency specified only supervised and designated fee earners could conduct criminal litigation and advocacy. The Firm investigated the Respondent's conduct and decided to take disciplinary action against him. However, the investigation was put on hold as the Respondent had to take bereavement leave. The Firm and the Respondent agreed that he would leave by way of a settlement agreement. The Respondent's employment ceased on 20 February 2019.
10. After 20 February 2019, the Firm conducted a review of the Respondent's files and office. The Firm discovered that the Respondent had accepted instructions and acted for a number of clients (Clients A-K) without the Firm's knowledge or permission. The Firm also noted the Respondent had requested payment into his personal bank account in relation to some of these matters (Clients A – C and E - G).

Allegation 1.1 – Between 29 June 2018 and 21 January 2019, while purporting to act on behalf of the Firm he requested and received money from clients for legal services, by bank transfer into his personal bank account and subsequently failed to account for that money to the Firm thereby breaching all or alternatively any of Principles 2 and 6 of the SRA Principles 2011 and Rule 14.1 of the SRA Accounts Rules 2011.

11. On six occasions between 29 June 2018 and 21 January 2019, the Respondent asked six clients to make payments into a bank account with Santander, account number 37246981, sort code 09-01-34. The clients in question were Clients A – C and E - G. In each case:
 - 11.1.1. the payment related to work being undertaken by the Respondent during his normal working hours; and
 - 11.1.2. correspondence relevant to the matter was sent to the Client either from an email account bearing the Firm's domain name and / or upon the Firm's letterhead; and
 - 11.1.3. documents relating to the case were stored within the Firm's physical filing system or upon the Respondent's work computer.

12. Furthermore, in the case of Clients F and G, payment was requested on an invoice bearing the name of the Firm. Clients A to H were either introduced to the Respondent by the Firm or, alternatively, instructed him in his capacity as its employee.

Client A

13. In the course of his employment with the Firm, the Respondent acted for Client A in a potential false imprisonment claim and recovery of property from the police. On 26 September 2018, the Respondent emailed Client A from MikeLennon@dpp-law.com requesting payment of £100.00 into his personal bank account.

14. Client A emailed the Respondent confirming that the money had been transferred and thanked him. On 2 October 2018, Client A made a payment of £100.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client A in his email dated 26 September 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client A's details. The SRA has seen no evidence that the Respondent ever paid the £100.00 he received from Client A on 2 October 2018 into the Firm's client account.

15. Between 14 April 2017 and 18 January 2019, in the course of his employment with the Firm, the Respondent acted for Client B in respect of an appeal to the Independent Office for Police Conduct (IOPC). On 29 June 2018, the Respondent emailed Client B from MikeLennon@dpp-law.com requesting payment of £225.00 into his personal bank account.

Client B

16. On 29 June 2018, Client B made a payment of £225.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client B in his email dated 29 June 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client B's details.

17. On 19 July 2018, Client B made a payment of £100.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client B in his email dated 29 June 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client B's details.

18. On 27 July 2018, the Respondent emailed Client B explaining that he had prepared additional submissions for the IOPC and that he had made a request to the Metropolitan Police Legal Services. On 27 July 2018, the Respondent emailed Client B from MikeLennon@dpp-law.com requesting payment of £100.00 into his personal bank account.
19. On 28 July 2018, Client B made a payment of £100.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client B in his email dated 29 June 2018. The account is not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client B's details.
20. On 15 January 2019, Client B emailed the Respondent requesting an update on whether a pre-action letter had been sent out. On 18 January 2019, the Respondent emailed Client B from MikeLennon@dpp-law.com requesting payment of £300.00 into his personal bank account.
21. On 18 January 2019, Client B emailed the Respondent confirming that the money would be transferred at the weekend. On 21 January 2019, Client B made a payment of £300.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client B in his email dated 29 June 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client B's details.
22. The SRA has seen no evidence that the Respondent ever paid the £725.00 he received from Client B on 29 June 2018, 19 July 2018, 28 July 2018, and 21 January 2019 into the Firm's client account.

Client C

23. Between 27 September 2018 and 15 October 2018, in the course of his employment with the Firm, the Respondent acted for Client C in respect of submitting a complaint to the Police. On 28 September 2018, the Respondent emailed Client C from MikeLennon@dpp-law.com requesting payment of £250.00 into his personal bank account.
24. On 08 October 2018, Client C made a payment of £250.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client C in his email dated 28 September 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client

C's details. The SRA has seen no evidence that the Respondent ever paid the £250.00 he received from Client C on 08 October 2018 into the Firm's client account.

Client D

25. On 24 October 2018, Graham Gregg emailed the Respondent on behalf of Client D providing proof of payment for legal services in connection with liaising with Bedfordshire Police.

26. On 24 October 2018, Mr Gregg made a payment of £250.00 on behalf of Client D to the Respondent via bank transfer. The payment was made into the Respondent's personal bank account. The account was not a client account. There is no correspondence which shows the Respondent provided his bank details to Client D, however the only plausible explanation for the making of the payment is that the Respondent must have provided his bank details. The payment can be seen as a receipt on the Respondent's bank statement with Client D's details.

27. The SRA has seen no evidence that the Respondent ever paid the £250.00 he received from Mr Gregg on behalf of Client D on 24 October 2018 into the Firm's client account.

Client E

28. Between 8 November 2018 and 14 November 2018, in the course of his employment with the Firm, the Respondent acted for Client E in respect of a claim against the Police for the destruction of a vehicle. On 8 November 2018, the Respondent emailed Client E from MikeLennon@dpp-law.com requesting payment of £300.00 into his personal bank account.

29. On 15 November 2018, Client E made a payment of £300.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client E in his email dated 08 November 2018. The account is not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client E's details. The SRA has seen no evidence that the Respondent ever paid the £300.00 he received from Client E on 15 November 2018 into the Firm's client account.

Client F

30. Between 13 November 2018 and 19 November 2018, in the course of his employment with the Firm, the Respondent acted for Client F in respect of completing and submitting

an ACRO application and subject access request form to Dorset Police. On 13 November 2018, the Respondent emailed Client F from MikeLennon@dpp-law.com requesting payment of £400.00 into his personal bank account.

31. On 14 November 2018, Ms Amanda Gosden emailed the Respondent on Client F's behalf and requested an invoice in respect of the fee. The Respondent then emailed Ms Gosden and attached an invoice. Ms Christopher in her statement states "*on 14th November 18, Mr Lennon issued an invoice in the style of a DPP Law invoice for £400. This is not a genuine DPP Law invoice. There is no matter reference nor VAT reference.*"
32. On 15 November 2018, Ms Gosden emailed the Respondent thanking him for the invoice and confirmed she would process the payment the next day. On 19 November 2018, the Respondent acknowledged the email and questioned whether they had all the details.
33. On 20 November 2018, Client F's company made a payment of £400.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Client F in his email dated 13 November 2018. The account was not a client account. The payment can be seen as a receipt on the Respondent's bank statement with Client F's company details. The SRA has seen no evidence that the Respondent ever paid the £400.00 he received from Client F on 20 November 2018 into the Firm's client account.

Client G

34. Kennan Doyle Solicitors employed Client G. An employment issue had arisen between the parties and Client G was given the option to leave by way of a settlement agreement. A term of the agreement was that Client G had to seek independent legal advice and sign the agreement in front of another solicitor. The fees would be paid by Kennan Doyle Solicitors.
35. Louis Ellis-Doyle, Managing Partner of Kennan Doyle Solicitors contacted the Firm. The Respondent agreed to provide the independent advice if Client G wished to instruct the Firm to do so. Ms Doyle provided the Firm's contact number to Client G to make an appointment with the Respondent. On 02 August 2018, Client G accepted the settlement and the Respondent was instructed thereafter. 09 August 2018, the Respondent emailed the Practice Manager at Kennan Doyle Solicitors from MikeLennon@dpp-law.com and provided his personal bank details.
36. Ms Doyle in her statement states "*Mr Lennon sent the signed agreement along with his invoice for payment to by email. This was on a DPP Law email and Letterhead but*

requested the cheque be made payable to him. My accounts manager Margaret Armstrong emailed him on DPP email and asked for bank details as we try not to send too many cheques these days.”

37. Ms Christopher in her statement states *“on 9th August 18, Mr Lennon produced and sent an invoice in the style of DPP Law invoice to Kennan Doyle Solicitors “for advising on the terms of an employment settlement” in the sum of £250. He requested payment by cheque payable to Mike Lennon. This is not a genuine DPP Law invoice – there is no matter reference nor VAT registration number.”*

38. On 10 August 2018, Kennan Doyle Solicitors made a payment of £250.00 to the Respondent via bank transfer. The payment was made into the account details which the Respondent provided to Kennan Doyle Solicitors in his email dated 09 August 2018. The account is not a client account. The payment can be seen as a receipt on the Respondent’s bank statement with Kennan Doyle Solicitors details. The SRA has seen no evidence that the Respondent ever paid the £250.00 he received from Kennan Doyle Solicitors on 10 August 2018 into the Firm’s client account.

Client H

39. On 22 February 2019, Client H telephoned a solicitor at the Firm. He explained that he had instructed the Respondent, and he was due to attend Court on his behalf on 27 February 2019. This information was communicated to Iain Gould, Supervising Partner of the Respondent. He was unaware that Client H had instructed the Respondent.

40. On 24 February 2019, Mr Gould telephoned Client H and explained that the Respondent had recently resigned. Client H informed Mr Gould he had contacted the Respondent through the Firm several months ago. Client H wanted to bring proceedings against his sister. The Respondent agreed to draft the papers and attend Court. However, Client H was to be a litigant in person. Client H explained that he had paid £1000.00 to the Respondent four or five months ago. Mr Gould agreed to carry out some inquiries and would contact Client H. Mr Gould was unable to find an open file on the office management system. He located some papers regarding Client H’s case. On 25 February 2019, Mr Gould contacted Client H to provide an update. Client H advised Mr Gould he had spoken to the Respondent, and he was happy for him to remain instructed on the matter. Mr Gould explained he has no association with the Firm.

41. On 15 February 2018 and 21 March 2018, Client H made a total payment of £1000.00 to the Respondent via bank transfer. The payments were made into the Respondent's personal bank account. The account was not a client account. There is no correspondence which shows the Respondent provided his bank details to Client H. The only plausible explanation is the Respondent must have provided his bank details to Client H as the payments were received into his personal bank account. The payments can be seen as a receipt on the Respondent's bank statement with Client H's details.

Between 29 June 2018 and 21 January 2019, he concealed from the Firm that he was acting for clients in his personal capacity by:

Failing to open specific client files using the Firm's systems

42. The Respondent failed to open both physical and electronic client files in respect of Clients A – K on the Firm's case management system. The Firm only became aware of these matters following a review of his files and office upon the Respondent leaving the Firm.

Using the Firm's letterheads without their knowledge or authority

43. The SRA will refer to the statement of Susan Christopher, dated 2 April 2021. In the statement Ms Christopher states:

"Mr Lennon used the miscellaneous reference B13980/001 for correspondence in relation to initial enquiries and matters that required further investigation prior to a decision as to whether or not to convert the enquiry into a formal matter. This miscellaneous reference was not subject to the regular file reviews conducted by Mr Gould and Mr Hagan. Independent file reviews are reserved for formally opened files and are assessed against quality and compliance standards e.g. client care letters, confirmation of funding, instructions, advice and action. The files that Mr Lennon had formally opened were subject to independent file review."

44. The Respondent acted for Client I in respect of bringing a claim against Cheshire Police. The Firm became aware of the matter when Mr Gould located a Notice of Issue, emails, and correspondence in the Respondent's office. The Respondent failed to open a client file. However, a letter of claim was sent to the defendant on 4 August 2017. The miscellaneous file reference B13980/001 had been used by the Respondent in respect of this matter.

45. The Respondent acted for Client J in respect of the claim against John Lewis PLC for false imprisonment. Client J explained to the Firm that the Respondent told her he had commenced court proceedings however this was untrue. The Respondent failed to open a client file. However, a letter of claim was sent to the defendant on 3 October 2018. A further letter was sent to the defendant on 22 November 2018. The miscellaneous file reference B13980/001 had been used by the Respondent in respect of this matter.
46. The Respondent sent invoices in respect of Clients F and G to receive payment for providing legal services without the knowledge or authority of the Firm. Paragraphs 33 to 34 and 38 to 39 of this Statement are repeated as part of this allegation.

Receiving client monies into his own personal account

47. At the outset of his employment the Respondent signed a contract of employment. There is no reference to any circumstance whereby the Respondent would request and receive client monies into his own personal bank account.
48. The Firm were unaware that the Respondent was receiving monies into his personal bank account for legal services from clients. The Firm did not approve any payment arrangement. Ms Christopher and Mr Gould state:

“I confirm that the firm did not approve any payment arrangements that Mr Lennon received in his personal capacity. Nor did the firm approve of his use of DPP Law stationery and branding for his own personal gain. He did not ask permission for his actions; any such request would have been denied.” “For the avoidance of any doubt,

I categorically refuse any suggestion that I knew that Mr Lennon had made arrangements to take personal payment from clients for legal services. The situation was not in my knowledge, nor approved nor sanctioned by myself or to my knowledge any other director of DPP. Further, no other employee, consultant or Director has or has ever had such an arrangement and nor can I contemplate a situation where such an arrangement would be countenanced.”

Representing Client K in criminal proceedings without the authority of the Firm

49. On 11 January 2019, the Crown Court clerk at the Firm received a call from Liverpool Crown Court concerning Client K. A hearing was listed on 14 January 2019 and the Respondent was the acting solicitor. The clerk is the first point of contact between the Firm and the Crown Court listing team. The clerk had no prior knowledge of the matter. The Clerk reported the matter to the Head of the Crown Court criminal (HCC) department at the Firm.

50. The Respondent was immediately asked for the client file and to set out the full details of his involvement in the matter by close of business that day. The Respondent provided a loose pile of papers to the HCC which was acknowledged by the HCC via email. The HCC in his email set out the contract terms with the Legal Aid Agency and instructed the Respondent not to engage in any criminal litigation without prior consent from a director. He also set out the potential risks the Respondent and the Firm could face if the instructions were not complied with.

“Finally – as part of the standard contract terms with the LAA only supervised and designated fee earners can carry out work under the general criminal contract. Moving forward unless you have;

Prior Written and signed authority of a director who had been fully informed of what you intend:

Advise clients or potential clients either formally or informally in respect of criminal allegations;

You must not correspond with or on behalf of clients;

Conduct or engage in any criminal litigation whatsoever.

If you were to do any of the above the potential for harm to clients and to the reputation of this firm could be significant and amount to gross misconduct.”

55. A further email was sent later that day to the Respondent reiterating his previous request for information which had not been provided. He also questioned whether he had acted for Client K on any other matters that were not Actions against police and how they were funded.

56. On 15 January 2019, the Respondent replied stating he held two files, one in relation to an application for an injunction against Merseyside Police and the other relating to a breach of an injunction.

57. Upon the HCC reviewing the files, it became apparent that the Respondent had represented Client K at the police station on 20 August 2018 and at the Magistrates' Court

on 3 January 2019 without the Firm's knowledge or permission. On 16 January 2019, the HCC via email asked the Respondent the following questions:

1. *When the firm was instructed?*
2. *Why you attended the police station?*
3. *Which director you discussed your police station attendance with, and when?*
4. *Why, if not covered by 3 above, you did not inform the criminal department of the above?*
5. *Why you did not disclose the is police station attendance to me earlier and specifically in response to my emails of 11th January.*
6. *Whether since my email of 11th January at 11.19am whether you have subsequently contacted Client K?*

58. On 22 January 2019, the Respondent provided his response via email to the HCC. He explained Client K contacted him on 22 October 2018 in the early hours. Client K was in a distraught state as the police were at her address and wanted to make an arrest. A Police Officer then contacted the Respondent via telephone. He confirmed if Client K agreed to an interview in the evening no arrest would be made at this time. The Respondent agreed to attend the interview on that basis.

59. The Respondent apologised for attending the police interview and not declaring it to the HCC. The Respondent stated "*Very much to my regret – I did not, as I should have done, discuss what I intended to and for this I can only apologise. This I can only explain in the context of the difficult situation that had arisen rapidly. Thereafter, I should also then have disclosed that I had acted in this way so that matters were known. Further, I accept that I should have mentioned my attendance – my responses to your emails were, I believed in the context of the Trial and issues that had arisen regarding the appeal – but that said, as it was part and parcel of the same case, it was a very relevant fact, again I apologise for the way in which this has occurred.*" The Respondent confirmed he had spoken to Client K subsequently since the 11 January 2019 on a couple of times. He explained Client K initiated the contact.

Non-Agreed Mitigation

60. The Respondent does not wish to include any mitigation.

Penalty proposed & Costs

61. The admitted misconduct is serious and of the highest level. It is therefore proposed that the Respondent should be struck off the Roll of Solicitors.

62. With respect to costs, it is further agreed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £4,750.00.

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

63. Subject to the Tribunal's approval, it is agreed between the parties that the Respondent should be struck off the Roll of Solicitors. Absent exceptional circumstances, this is the "*normal and necessary penalty in cases of dishonesty*": SRA v Sharma [2010] EWHC 2022 (Admin), per Coulson J at [13]. There are no exceptional circumstances here.

64. Having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions (10th Edition), the seriousness of the misconduct is such that neither a Restriction Order, Reprimand, Fine or Suspension would be a sufficient sanction or in all the circumstances appropriate. There is a need to protect both the public and the reputation of the legal profession from future harm from the Respondent by removing their ability to practise. The protection of the public and the protection of the reputation of the legal profession justifies striking off the Roll.

65. This assessment takes into account that the level of the Respondent's culpability in respect of the allegations above is high as these were serious acts of dishonesty committed over a period of six months, involving several clients. He acted in a way to provide a benefit to himself by retaining the monies and the Firm suffered financial loss as it did not receive monies to which it was entitled. The misconduct cannot be described as spontaneous, it was deliberate and was repeated. He acted in breach of a position of trust. He had direct control for the circumstances giving rise to the misconduct. He was an experienced solicitor and was aware of the relevant Rules and Principles.

66. As to the harm caused, the admitted failures and breaches of the Principles and Account Rule placed client money at risk and caused a financial loss to the Firm who had placed trust in the Respondent. In addition, it is considered that there was significant harm to the reputation of the profession as a result.

67. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors. The seriousness of his conduct was such that a lesser sanction would be inappropriate, and a strike off is required for the protection of the public and the reputation of the legal profession.

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Mr Oliver Sweeney

Head of Legal and Enforcement, on behalf of the SRA

Mr Michael Lennon, Respondent

Dated: 11 January 2024