SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12541-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD. Applicant

and

AMANDA MARIE LENNON Respondent

Before:

Mr P S L Housego (in the Chair)
Mr U Sheikh
Mrs S Gordon

Date of Hearing: 29 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 were that whilst practising as a solicitor at Ascent Performance Group Limited ("the firm"), she:

1.1 On 17 January 2020, in the matter of Client A v Mr and Mrs B, informed the court that an agent who was booked to attend the hearing was unable to attend as they had been taken ill, when she knew that this information was untrue, as no advocate had been booked to attend the hearing on 17 January 2020. By doing so she acted in breach of any or all of the following:

(i) Principles 1, 2, 4 and 5 of the SRA Principles 2019 ("SRAP19") and

(ii) Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs

1.2 In the matter of Client A v Mr JW, created an email containing a false attendance note that she purportedly received from LPC Law on 26 September 2018, relating to a court hearing which purportedly took place on 3 November 2017, and forwarded that attendance note by email to the firm's document inbox on 27 September 2018 so that it would be uploaded to the firm's case management system. By doing so she acted in breach of any or all of Principles 2 and 6 of the SRA Principles 2011 ("SRAP11")

1.3 In the matter of Client A v Mr AR, created an email containing a false attendance note purportedly received form LPC Law on 27 April 2017 relating to a court hearing which purportedly took place on 27 April 2017, and forwarded that attendance note by email to the client on 4 May 2017. By doing so she acted in breach of any or all Principles 2 and 6 of the SRAP11.

1.4 In six civil litigation matters, misled Client A about the progress of claims including in each matter, informing Client A that judgment had been obtained in its favour when she knew that was untrue. By doing so she acted in breach of any or all of the following:

(i) Principles 2, 4 and 6 of the SRAP11

And in respect of any conduct from 25 November 2019, breached any or all of the following:

(ii) Principles 2, 4, 5 and 7 of the SRAP19

(iii) paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs.

1.5 Dishonesty was alleged as an aggravating feature of allegation 1.2, 1.3 and 1.4 (i), however proof of dishonesty was not an essential ingredient for proof of the allegation. Dishonesty was also alleged in respect of Allegation 1.1 and 1.4 as a breach of Principle 4 of the SRAP19.

Background

2. Ms Lennon was admitted as a solicitor on 2 August 2010. At all material times she practised as an associate solicitor at the firm until she was dismissed on 26th October 2020. She had worked at the firm for some 5 years before her dismissal. At the time of the hearing Ms Lennon had a current practising certificate but was not practising as a solicitor.

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

3 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. In that document, Ms Lennon fully admitted all the Allegations. The proposed sanction was that she be struck off the Roll.

Findings of Fact and Law

4. 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.

5. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Ms Lennon's admissions were properly made.

6. 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.

7. The Tribunal noted that Ms Lennon's misconduct was sustained and not an isolated, one-off moment of poor judgement. Ms Lennon had lied to clients, to her employer and to the Court. The Tribunal found her culpability to be high. The Tribunal found there to be no exceptional circumstances and, indeed, none had been advanced. The proposed sanction was entirely appropriate in this case and the Tribunal approved the Agreed Outcome.

Costs

8. The parties had agreed that Ms Lennon would pay the SRA's costs in the sum of £2,000. The Tribunal saw no basis to interfere with that and was content to make the Order in those terms.

Statement of Full Order

9. The Tribunal Ordered that the Respondent, AMANDA MARIE LENNON 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 £2,000.00.

Dated this 16th day of February 2024
On behalf of the Tribunal

P. S. L. Housego

P. S. L. Housego
Chair

JUDGMENT FILED WITH THE LAY SOCIETY
19 FEB 2024

IN THE MATTER OF THE SOLICITORS ACT 1974
And
IN THE MATTER OF AMANDA MARIE LENNON
BETWEEN:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

And

AMANDA MARIE LENNON

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. I, Inderjit Singh Johal am a Barrister employed as a Senior Legal Adviser in the Legal & Enforcement Directorate at the Solicitors Regulation Authority, the address of which is the Cube, 199 Wharfside Street, Birmingham B1 IRN. I make this application on behalf of the Solicitors Regulation Authority (SRA)

ALLEGATIONS

2. The allegations against the Respondent are that whilst practising as a solicitor at Ascent Performance Group Limited ("the firm"), she:

2.1 on 17 January 2020, in the matter of Client A v Mr and Mrs B, informed the court that an agent who was booked to attend the hearing was unable to attend as they had been taken ill, when she knew that this information was untrue, as no advocate had been booked to attend the hearing on 17 January 2020.

By doing so she acted in breach of any or all of the following:

(i) Principles 1, 2, 4 and 5 of the SRA Principles 2019 ("SRAP19") and
(ii) Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs

2.2 In the matter of Client A v Mr JW, created an email containing a false attendance note that she purportedly received from LPC Law on 26 September 2018, relating to a court hearing which purportedly took place on 3 November

2017, and forwarded that attendance note by email to the firm's document inbox on 27 September 2018 so that it would be uploaded to the firm's case management system.

By doing so she acted in breach of any or all of Principles 2 and 6 of the SRA Principles 2011 ("SRAP11")

2.3 In the matter of Client A v Mr AR, created an email containing a false attendance note purportedly received form LPC Law on 27 April 2017 relating to a court hearing which purportedly took place on 27 April 2017, and forwarded that attendance note by email to the client on 4 May 2017.

By doing so she acted in breach of any or all Principles 2 and 6 of the SRA P11

2.4 In six civil litigation matters, misled Client A about the progress of claims including in each matter, informing Client A that judgment had been obtained in its favour when she knew that was untrue.

By doing so she acted in breach of any or all of the following:

(i) Principles 2, 4 and 6 of the SRAP11

And in respect of any conduct from 25 November 2019, breached any or all of the following:

(ii) Principles 2, 4, 5 and 7 of the SRAP19

(iii) paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs.

3. Dishonesty is alleged as an aggravating feature of allegation 2.2, 2.3 and 2.4 (i), however proof of dishonesty is not an essential ingredient for proof of the allegation.

4. Dishonesty is also alleged in respect of allegation 2.1 and 2.4 as a breach of Principle 4 of the SRAP19.

ADMISSIONS & SANCTION

5. The Respondent admits all the allegations in their entirety and admits that she was dishonest. She accepts that she should be struck off the roll of solicitors.

BACKGROUND

6. The Respondent was admitted as a solicitor on 2 August 2010. At all material times she practised as an associate solicitor at the firm (which is a subsidiary of Irwin

Mitchell) until she was dismissed for gross misconduct on 26 October 2020. She worked at the firm for some 5 years before her dismissal.

7. The Respondent has a current practising certificate but is not practising as a solicitor.

The facts and matters relied upon in support of allegations

8. The Respondent was suspended by the firm on 13 October 2020. That was after she admitted to her line manager, Mr Robinson that she had told the Court on 17 January 2020 that an advocate that was booked for a trial (in the matter of Client A v Mr and Mrs B) had been taken ill, when in fact no advocate was booked. She made the admission following the reallocation of the client file to one of the Respondent's colleagues in early October 2020.

9. Mr Robison carried out an investigation and prepared a summary Investigation report into the Respondent's handling of the Client A v Mr and Mrs B matter and recommend that the Respondent be considered for gross misconduct.

10. On 21 October 2020, the Respondent was sent a letter inviting her to a formal meeting on 26 October 2020. The letter informed the Respondent that the following allegations would be considered:

    - *Negligence, carelessness or recklessness which could result in damage or misuse of the Group's or clients' property, facilities, equipment or products;*
    - *Breach of any professional code of conduct to which the firm is subject, including the Solicitors Code of Conduct and FCA Code of Conduct, as amended from time to time;*

      And more specifically the following:
    - *You missed various deadlines on a file including a trial date;*
    - *You misled the court by advising them that an advocate who was booked to attend the hearing had taken ill when there was no advocate booked;*
    - *You failed to act on the order made after the hearing and did not update the client; and that you did not escalate the issue to your line manager David Robinson or any other member of the management team*.

11. At the formal meeting, the Respondent confirmed that she had read the letter dated 21 October 2020 and the evidence provided and admitted the allegations. She was dismissed for gross misconduct on 26 October 2020.

12. Following the Respondent's dismissal from the firm, a review was caried out of her files. The firm discovered that she had misled the same client about the progress of other litigation cases. In those cases, she told the client that judgment had been obtained in their favour when in fact the cases had not progressed or been struck out and in two cases she fabricated court attendance notes purportedly from the firm's advocacy provider, LPC.

13. On 26 February 2021, Irwin Mitchell made a report about the Respondent's conduct (the Report) to the Applicant. The Report summarised eight matters where it was alleged that she had misled a banking client (Client A) and/or the court about the progress of litigation, and she had in two of those matters fabricated attendance notes in which the outcome of purported hearings had been recorded.

14. Glen Walker, the Chief Compliance officer at the firm provided the Applicant with a witness statement dated 27 January 2022 in which he provided details about the client matters.

ALLEGATION 2.1

Client A v Mr and Mrs B

15. The firm acted for Client A , the claimant in defended possession proceedings and the Respondent was the fee earner handling the matter.

16. On 13 August 2019, the Staines County Court issued directions for the trial of the matter which included that defendants file a defence by 3 September 2019, that the claimant file a reply to the defence by 17 September 2019 and the parties to file and serve witness statements by 12 November 2019. The matter was to be listed for trial on the first open date after 7 January 2020. The directions were contained in an order dated 22 August 2019.

17. The Respondent confirmed receipt of the defence on 6 September 2019. The Respondent did not comply with directions but agreed an extension of time with the defendants for compliance with them. The trial was fixed for the 17 January 2020.

18. On 15 January 2020, the Respondent informed the Court in a telephone conversation that the firm was ready to proceed with the trial on 17 January 2020.

19. On 17 January 2020, the Respondent took a call from the Court and advised the Court that the agent who was booked to attend the hearing did not attend because they were taken ill.

20. At 11.06am on 17 January 2020 the Respondent sent an email to the Court confirming the position in respect of the agent. The email to the Court is at page L11 and the content is repeated here:

" *Dear Sirs,*

Client A V Mr and Mrs B[1]

Claim Number: F00SM116

We write with reference to the above matter and further to previous correspondences in connection with the matter.

We confirm that our agent has fallen ill and as such, has been unable to attend the hearing. We have been urgently seeking alternative representation.

We extend our apologies to the Court in respect of the matter and confirm that no disrespect to the Court or the Defendant was intended.

Yours faithfully

Amanda Goral[2]

21. No agent had been booked to attend the trial. LPC, the firm's advocacy suppliers told the firm that they were not instructed in respect of this matter. The firm do not use any other advocacy supplier.

22. The Court adjourned the hearing on 17 January 2020 and made an unless order in terms that unless the claimant by 31 January 2020, made an application for relief from sanctions in relation to the failure to comply with the Court order dated 22 August 2019, that the claim would be struck out.

23. The recital of the Court order dated 17 January 2020 referenced both the telephone conversation with the Respondent on 15 January 2020 and the email from her on 17 January 2020, in the following terms:

"*Upon the Court's listing officer contacting the claimants solicitors on 15 January 2020 to ascertain whether it was their intention to attend court today and upon it being confirmed that they would attend.*

Upon their non-attendance today at the hearing fixed for 10:30am.

And Upon the Court office receiving an email at 11:06am from the Claimant's solicitor stating that their agent had fallen ill and would not be in attendance."

[1] The clients names have been anonymised for the purposes of the agreed outcome.
[2] Goral is the Respondent's maiden name.

24. The Respondent did not inform the client about the hearing or the Court order made on 17 January 2020. On 28 January 2020, she sent an early assessment to the client in which she referred to negotiating an arrangement with the defendant. The Respondent did not make an application for relief and the claim was struck out on 31 January 2020.

25. The Respondent did not raise any issues in respect of the matter with her line manager or any of the management team. Instead, she reset the review date for the case on the case management system and this took the matter out of the Respondent's team's diary system and prevented the matter from coming to anyone's attention for review.

26. The matter was re-assigned to another member of the Respondent's team in October 2020. Following the reassignment of the case the Respondent admitted what she had done to Mr Robinson. In an email to him on 12 October 2020, she said *"I've cocked up a bit……..unfortunately, the claim has actually been struck out as I missed a hearing date. I've buried my head in the sand a bit on this one…….I can only apologise and have absolutely no excuse. I get anxiety, there was a lot going on and I made really a really rubbish decision not to just tell all when happened. I totally hold my hands up on this one and have cocked up*….".

27. Mr Robinson reviewed the file and discussed the issues with the Respondent on 12 October 2020 over a Microsoft Teams call. Mr Robinson sent the Respondent an email on 13 October 2020 setting out details of their discussion and the Respondent agreed, when responding to his email, that his email was accurate.

28. Mr Robinson's email of 13 October 2020 contained the following detail about the discussion with the Respondent:

    "I understand form our call that you had a call with the court on 15 January 2020 confirming that we were proceeding with, and were prepared for, the trial that was listed on 17 January 2020. This is despite there being no note of the call on the file.

    You also confirmed that on 17 January 2020 you took a call from the court and advised the court that the agent who was booked to attend the hearing did not attend because they were taken ill. This is despite the fact that no agent was booked to attend. You explained that when you took the call form the court you panicked and told the court the agent had taken ill.

After receiving the order you did not update the client of the outcome. You diarised the matter on and didn't report to me or any other member of the management team in my absence.

If any of the above is not accurate can you let me know."

Breach of the SPR19 and Code of Conduct

29. The Respondent missed a trial date and had failed to secure an agent/advocate for the hearing on 17 January 2020 leaving her client without representation. When questioned by the Court she deliberately misled them about the absence of an advocate, informing them the absence was due to illness, when she knew that was untrue as no advocate had been booked.

30. The Respondent is an officer of the Court and has a duty to uphold the rule of law and proper administration of justice. She failed to uphold the proper administration of justice, in breach of Principle 1 by providing untrue information about the absence of an advocate to the Court, which lead the Court to make decisions in respect of her client's case on incorrect information.

31. The Respondent failed to act with integrity and breached Principle 5 by deliberately misleading the Court as to the real reason for the absence of an advocate.

32. Public trust and confidence in the solicitors profession is likely to be undermined by her conduct. The public would expect solicitors to be truthful in their exchanges with the Court at all times and not deliberately mislead them. In deliberately misleading the Court, the Respondent acted in breach of Principle 5.

Dishonesty in relation to allegation 2.1

33. In accordance with Principle 4 of the SRAP19, the Respondent is required to act with honesty.

34. The Respondent's actions were dishonest in accordance with the test for dishonesty laid down in **Ivey (Appellant) v Genting Casinos (UK) Ltd t/a Crockfords (Respondent) [2017] UKSC 67 ("**Ivey v Genting Casino**")**: The following paragraph from the authority is relevant to the assessment of whether the Respondent acted dishonesty:

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

additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the factfinder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest."

35. The Respondent acted dishonesty according to the standards of ordinary and decent people because she deliberately made statements to the Court which she knew to be untrue for the purposes of misleading them.

36. The Respondent had missed the trial date and being the fee earner in the matter knew that no advocate had been booked for the trial on 17 January 2020 when she told the Court on two occasions, that the advocate booked was ill and unable to attend.

37. She knew that the information she gave to the Court was misleading and that they were misled by it. It is clear from the face of the Court order dated 17 January 2020 that they relied upon her false representation about the advocate booked being ill (in her email) when adjourning the hearing and making the unless order.

ALLEGATION 2.2

Client A v Mr JW

38. The Respondent was instructed to pursue the defendant for a debt owed by a company of which he was a director and for which he had signed a personal guarantee in relation to an overdraft facility on a business bank account provided by Client A.

39. Following service of a defence and counterclaim, Client A's instructions were to make an application to Court to strike out the defendant's claim and seek summary judgment. An application to strike out the defence and for summary judgment was made by the Respondent on 26 January 2016.

40. On 19 April 2016, the County Court at Chelmsford allocated the case to the small claims track and listed the hearing of the claim on 19 July 2016. A hearing fee of £335 was payable by the claimant by 5 May 2016, failing which the claim would be struck out.

Claim struck out

41. The claimant did not pay the hearing fee by 5 May 2016 as the Respondent missed the deadline for payment and the court struck out the claim. The Court notified the

firm by letter on 31 May 2016 that the claim had been struck out as the hearing fee had not been paid in accordance with the Court order dated 19 April 2016.

42. Client A sent emails to the Respondent on 19 July and 23 August 2017 in which they enquired about the listing of a hearing date for the summary judgment application. On 30 October 2017, the Respondent informed Client A that the hearing had been listed on 3 November 2017, although the claim had been struck out previously.

43. On 28 December 2017, the Respondent emailed Client A with the outcome of the purported hearing on 3 November 2017. The email included the following:

"" *As you will be aware, a hearing took place in this matter on 3 November. Please accept my apologies for the slight delay in providing the hearing outcome.*

I am pleased to confirm Judgment was entered in the Bank's favour for the full principle owing. Unfortunately the Court were not minded to award full costs but did award fixed costs of £210 together with costs of issuing the claim."

44. In a letter dated 28 August 2018, the Court informed the firm that the last hearing they had on record was in July 2016, which did not go ahead and they had no record of an order being made on 3 November 2017. On 19 August 2020, the Court again informed the firm that the claim had been struck out as the hearing fee had not been received. The contact from the Court was in response to the firm enquiring about a judgment made on 3 November 2017.

Creation of email containing a falsified attendance note

45. As the hearing on 19 July 2016 was vacated due to the claim being struck out, there was no need for an advocate to attend the hearing. An advocate had been booked with LPC but the booking was cancelled and LPC confirmed the cancellation in an email to the firm dated 15 July 2016.

46. On 27 September 2018, the Respondent forwarded an email to the firm's Docs inbox (a repository that attaches to the firm's case management system), purportedly sent from LPC to the Respondent on 26 September 2018. The purported email from LPC was titled *"Attendance note for Client A*[3] *v"* and contained an attendance note of the purported hearing on 3 November 2017 at the Chelmsford County Court.

[3] The clients name has been anonymised for the purposes of the agreed outcome.

47. The attendance note recorded the outcome of the hearing on 3 November 2017, which accorded with what the Respondent had told Client A on 28 December 2017, that judgment was entered for the client and costs of £210 were awarded. The attendance note also included the name of the Claimant's advocate, Tom Worsfold and referred to the Respondent having been spoken to him before and after the hearing.

48. The firm enquired with LPC about the purported email received from them containing the attendance note. LPC informed the firm that:

- They could not find any record of the booking;
- They did have an advocate called Tom Worsfold but he was attending another matter on 3 November 2017, 120 miles away in Coventry County Court and that they never sent him to Chelmsford County Court;
- The only record they had of the matter was a hearing on 19 July 2016 at Chelmsford County Court which was booked by Vicky Brookes on 13 July 2016 and cancelled on 15 July 2016.
- They carried out a word search of their database in relation to the matter and the email contents and could not find any trace of the notes in their system.
- The Firm would have received an invoice and a separate invoice number from LPC with the attendance note, which they understood the firm did not have.
- In light of all the information, they concluded that although it appeared to have come from them, it did not.

49. The metadata for the attendance note shows that it was created on 26 September 2018, the same date as the purported email from LPC to the Respondent.

50. The firm informed the Investigation Officer of the Applicant on 24 May 2023 that: "*Ascent's contractual agreement with LPC also provides for an attendance notes of hearings to be supplied within 24 hours of a hearing so it would be highly unusual for the attendance note to have been supplied almost a year after the hearing had taken place".*[4]

51. The Firm conducted a review of its email servers and found that although there were 57 entries from LPC on 26 September 2016, there were no entries titled "*Attendance Note for National Westminster Bank Plc v"*. It was also noted that the

[4] See page L4.

purported email received from LPC by the Respondent was unusual in that it did not contain a time stamp in the 'SENT' column, only a date stamp. The firm concluded that it never received the email.

Breach of the SPR11

52. The claim in the matter had been struck out in May 2016 because the Respondent missed the deadline for paying the hearing fee. She failed to inform the client that the claim had been struck out and when asked for an update misled them that there was a hearing listed on 3 November 2017. On 28 December 2017 she informed the client that judgment was entered in their favour, when in reality the claim had been stuck out over 18 months ago.

53. Some 9 months later on or around 26 September 2018, she created an email purporting to be from the firm's advocacy provider containing an attendance note about the purported hearing on 3 November 2017 and on 27 September 2018 sent that to the firm's docs inbox so it could be uploaded to the case management system.

54. The attendance contained false information as it referred to a Court hearing that did not take place and referred to the name of an LPC advocate in attendance when the advocate was 120 miles away at another court hearing. The attendance note was created approximately 11 months after the purported hearing to which it related.

55. The Respondent accepts that she created the email dated 26 September 2018 containing the attendance note.

56. A solicitor acting with integrity does not create false emails apt to mislead their firm about litigation being conducted on behalf of a client. Public trust in the Respondent and in the provision of legal services is undermined by the Respondent creating false emails containing a false attendance note.

Dishonesty

57. Ordinary and decent people would regard a solicitor fabricating an email perpetuating the false impression given to the client about the litigation, as dishonest.

58. The Respondent was the fee earner in the matter and knew that the client's claim had been struck out. She knew that there was no subsequent hearings in the

matter and so would not have received an email from LPC containing an attendance note about a hearing. She also knew anyone reading the email containing the attendance note at the firm would be misled about the progress of the matter.

ALLEGATION 2.3

Client A v Mr AR

59. The Respondent acted in a defended litigation matter for Client A. An application was made for summary judgment on behalf of Client A in 2013. In 2015, the Court sought confirmation on whether or not the claim was to proceed. There was no evidence on the firm's file that the firm sent a response to the Court's letter and no progress was made in respect of the litigation since 2015.

60. However, on 21 May 2019 the Respondent informed Client A in a telephone call that at a hearing on 13 May 2019, judgment had been awarded in the sum of £14,229 and fixed costs in the sum of £650 and that she was awaiting receipt of a judgment order.

61. The Court informed the firm on 17 November 2020 that there was no registered judgment under the claim number for the matter and that the last piece of correspondence under the claim number was dated 30 November 2015.

Creation of email containing a falsified attendance note

62. On 2 May 2017, the Respondent sent Client A an email updating them with the outcome of a purported hearing that took place on 27 April 2017, at which the Court struck out the defendant's counterclaim but not the defence.

63. The Respondent subsequently sent an email to Client A on 4 May 2017 in which she forwarded an email that she had purportedly received from LPC dated 27 April 2017, which contained a detailed attendance note of the purported hearing on 27 April 2017.

64. In Glen Walker's witness statement at Paragraph 9 he says there is reason to believe that the attendance note has been fabricated because:

    - the Court had been unable to corroborate that a hearing took place. It has indicated that given the period of inactivity it may no longer hold any records relating to this matter;

- Ascent has contacted LPC and they have confirmed that it did not provide Ascent with an advocate, and the attendance note is not in its house style.

65. The firm provided LPC with the email that they purportedly sent to the Respondent on 27 April 2017. LPC informed the firm that:

    - After carrying out extensive searches on their database with their IT department, they could not locate any details about the hearing;
    - That they would not produce attendance notes in an email body and nor would they include details of the advocate who attended;
    - Having carried out a word search in their data base, they could not find any trace of the notes in their system.

Breach of the SPR11

66. No progress had been made in respect of the claim since late November 2015 but on 2 May 2017 the Respondent told Client A that the court had struck out the defendant's defence. She subsequently sent the client a false attendance note of a purported hearing that had taken place on 27 April 2017 at which the defence had been struck out. The attendance note was contained in an email purportedly form LPC.

67. The Respondent accepts that she created the email from LPC.

68. The Respondent acted without integrity in breach of Principle 2 as she created an email containing a false attendance note and forwarded that to Client A.

69. Her conduct would undermine public trust in her and in the provision of legal services. The public would not expect a solicitor to create a false email and send it to their client. The Respondent's conduct calls into question the reliance clients can place on information given to them by their solicitor.

Dishonesty

70. Ordinary and decent people would regard a solicitor providing their client with a false attendance note in an email that she had created, as dishonest.

71. The Respondent was the fee earner in the matter and would have known the correct position in respect of the claim. She knew that there was no subsequent hearings and so would not have received an email from LPC containing an attendance note about a hearing.

ALLEGATION 2.4

72. Reliance is placed on the matters pleaded in Allegation 2.2 and 2.3 in relation to the Respondent misleading Client A about the progress of claims and including that judgment had been entered in its favour when she knew that to be untrue, and also to the matters pleaded below.

Client A Mr and Mrs M

Claim struck out

73. The Respondent aced for the claimant, Client A in defended Court proceedings.

74. On the 22 May 2019, following a case management hearing on 21 May 2019, the County Court at Reading allocated the trial in the matter to the multi-track and gave various directions to the parties including that unless the Claimant pay the court trial fee of £1,091.00 by 15 August 2019, the claim would be struck out with effect from 15 August 2019 without further order.

75. On the 24 May 2019, the Reading County Court provisionally listed the trial on 6 November 2019 and extended the deadline for payment of the trial fee by the Claimant to the 9 October 2019, and failure to do would result in the claim being struck with effect from 9 October 2019.

76. The hearing fee was not paid and the claim was struck out with effect from 9 October 2019.

Misleading the client

77. The Respondent informed Client A in a telephone conversation on 7 January 2020 that judgment had been obtained for £61,360 and costs of £1,250. Client A was led to believe that judgment had been obtained in default of the defendant complying with an unless order that was made by the Court following their failure to comply with Part 18 enquiries. The Respondent had not in fact made any Part 18 request and the Court did not make an unless order against the defendant[5].

78. On 25 February 2020, the Respondent told Client A that the judgment had not still been received but she would continue to chase the Court.

Client A v Mr BTT

[5] See Firm have confirmed in their letter dated 26 February 2021, that there is no evidence that a Part 18 request was made or Unless order made. The Court orders that were made do not make any reference to part 18 requests or an unless order against the defendant, which the court pointed out in their email to the Firm at page E10.

79. The Respondent acted for the claimant, Client A in defended Court proceedings.

80. In October 2017, the Respondent was instructed by Client A to apply for summary judgment/strike out following a failure by the defendant to submit an amended defence[6].

81. Although the Respondent made an application for strike out/summary judgment, Client A's claim was struck out on 7 March 2018 as the Respondent failed to pay the trial fee.

82. The Respondent had been put on notice of the trial fee by the Notice of Trial date issued by the Central London County Court on 29 November 2017. The trial date was listed on 4 April 2018 and within the Notice of Trial date, the Claimant was required to pay the trial fee of £1,090.00 by 7 March 2018 failing which the claim would be struck out with effect from that date without further order.

83. The Respondent failed to pay the Court fee despite receiving an email on 3 April 2018 from a paralegal at the firm who informed her that a call had been received from the Central London county court asking if a trial fee of £1,090.00 had been paid.

84. The Respondent also received an email from the defendant on 6 April 2018 in which he referred to his recollection being that the Respondent had told him that the Court telephoned her on 3 April 2018 to inform her that the case was being struck out as she had failed to pay the fee and that she was going to investigate matters with an intention to bring back the case.

Misleading the client

85. The Respondent failed to inform the client that the claim had been struck out. Between March and October 2018, she led Client A to believe that the summary judgment/strike out application was extant and that she was awaiting a hearing date. On 8 October 2018, she told Client A that a hearing date for the summary judgment/strike out was fixed for 13 January 2019.

86. On 13 January 2019 she informed Client A by telephone that the hearing went ahead and that judgment was reserved and in a telephone conversation on 26 June 2029, she informed Client A that judgment had been obtained for £25,000.

[6] See paragraph 8 of Glen Walker's statement's statement and the client's internal records at G7 and G8.

87. On 21 August 2019 and on 2 September 2019, the Respondent continued to mislead client A into believing that the Court had made a judgment in their favour as she told them that she was chasing the court for the judgment.

Client A V Mr FA

88. The Respondent acted for Client A in relation to a claim which was defended.

Misleading the client

89. The Respondent told Client A in a telephone conversation on 25 March 2019 that a hearing had been listed on 10 June 2019. In a telephone conversation on 18 July 2019, she informed Client A that judgment had been obtained in the clients favour for £15, 843.05 and fixed costs in the sum of £837.94.

90. The case had not in fact reached a hearing and the Liverpool Country Court were awaiting to hear further from the firm, for instance in respect of a fee payment. The last step in the proceedings was that the Claimant had filed a witness statement on 29 May 2018 and there had been an exchange of correspondence between the Court and the defendant's solicitors on 17 and 18 July 2018 about a potential application to strike out the Claimant's claim.

Client A V Mr H

91. The Respondent acted for Client A in a defended matter against a guarantor.

92. The Respondent made an application to the Doncaster County Court for a judgment on a part admission dated 20 December 2016. A District Juge at the court decided that the application should be on notice to the defendant and a letter was sent to the firm on 23 January 2017 informing it of that and that a further application fee of £155 would be required when the application was listed for a hearing. The Respondent did not subsequently deal with the application.

93. In January 2021, when the firm contacted the Doncaster County Court, it was informed that if it wished the application for a judgment to be dealt with, a further application fee of £155 would be required when the application is listed for a hearing.

Misleading the client

94. On 14 July 2017, the Respondent told Client A in a telephone call that the trial (that was adjourned from 29 March 2017) was listed on 13 November 2017. On 15 November 2017, the Respondent told Client A in a telephone call that judgment had been granted in the clients favour in the region of £14.500.00 plus costs. On

9 March 2018, the Respondent confirmed to Client A that judgment had been granted for the sum of £14,500.00 and cost in the sum of £1,091.97 but she was still awaiting a copy of the judgment.

95. As of 16 March 2018, Client A was still awaiting a copy of the judgment order.

Breach of the SPR11 and SPR19

96. The Respondent misled Client A in respect of the progress of 6 separate litigation claims over the course of some three years. The Respondent failed to take required action in respect of progressing the claims and as a result, most of the claims had been struck out, but told Client A that judgment had been obtained in their favour. The Respondent as the fee earner would have been aware of the status and progress of the claims and deliberately misled Client A.

97. The Respondent failed to act in the best interests of her clients by failing to take required action to progress Client A's claims and by subsequently misleading Client A into believing that the cases were progressing and judgment had been obtained. The client was unable to make informed decisions about their matter as they were given incorrect information by the Respondent. Accordingly, the Respondent acted in breach of Principle 4 of SRAP11 and/or Principle 7 of the SRAP19.

98. A solicitor acting with integrity does not mislead their clients about the progress and outcome of litigation A solicitor acting with integrity would be transparent with the client about the status of their matter. The Respondent acted in breach of Principle 2 of the SRAP11 and/or Principle 5 of the SRAP19 and Paragraph 1.4 of the Code of Conduct for Solicitors, RELs and RFLs.

99. Public trust and confidence in the Respondent, in the Solicitors profession and in legal services provided by authorised persons is undermined by the Respondent deliberately misleading her clients. The Respondent's conduct calls into question the reliance clients can place on information given to them by their solicitor. The Respondent acted in breach of Principle 6 of the SRAP11 and/or Principle 2 of the SRAP19.

Dishonesty and a breach of Principle 4 of the SRAP19

100. Ordinary and decent people would regard a solicitor knowingly misleading a client about the progress and outcome of claims over the course of years, as dishonest.

101. The Respondent was the fee earner in the matters and would have known the correct position in respect of the claims. She knew the claims had not progressed

and that judgments had not been obtained and knew that her clients would be misled by the information she gave them. The Respondent acted dishonestly and in breach of Principle 5 SRAP19 which requires her to act with honesty.

MITIGATION

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

- She co-operated with the SRA investigation and made admissions to all the allegations against her from the earliest opportunity;
- Her mental health suffered whilst at the firm;
- She does not intend to practise as a solicitor again and will not apply to renew her practising certificate.

PROPOSED SANCTION

103. The proposed outcome is that the Respondent is struck off the Roll of Solicitors and pays the SRA costs in the fixed sum of £2,000.

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

104. The Respondent is highly culpable for her actions. This is because:

- She had direct responsibility for the circumstances that gave rise to the misconduct. Rather than admit to the Court and her client that she had made mistakes or was negligent in missing deadlines and not taking necessary action to advance claims, she lied to the Court and Client A on numerous occasions, going to the extent of falsifying emails and attendance notes to support her lies.
- Her actions were deliberate.
- The motivation for her actions was to conceal her mistakes and negligence from the Court and Client A.
- Her actions involved a significant breach of trust that her client placed in her.

105. The Respondent's conduct resulted in at least five of Client A's claims being struck out and in respect of six claims, she told Client A that a judgment had been made in their favour, when either the claim had not progressed or been struck out.

106. The Respondent's conduct is aggravated by:

- repeated dishonest conduct over a period of some 3 years involving misleading the Court and Client A about the progress of claims.
- misconduct, which was deliberate, calculated and repeated.
- concealment of wrongdoing;
- misconduct which she knew or ought reasonably to have known was in material breach of her obligations to protect the public and the reputation of the legal profession.

107. Mitigating features of her conduct include her cooperation with his regulator and his admissions at an early stage.

108. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (5th edition), at paragraph 47, states that: "*The most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see* ***Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)****).*"

In **Sharma [2010] EWHC 2022 (Admin) at [13]** Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows: *"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll … That is the normal and necessary penalty in cases of dishonesty…*

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances …

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was momentary … or over a lengthy period of time … whether it was a benefit to the solicitor … and whether it had an adverse effect on others…"

109. This case does not fall within the small residual category where striking off would be a disproportionate sentence. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors.

110. The Respondent's misconduct is at the highest level. Protection of the public and public confidence in the provision of legal services requires the Respondent to be struck off the roll.

111. The parties invite the SDT to impose the sanction proposed as it meets the seriousness of the admitted misconduct and is proportionate to the misconduct in all the circumstances.

Dated this 11 January 2024

Signed……

INDERJIT S JOHAL
Senior Legal Adviser
For and on behalf of the Solicitors Regulation Authority
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Signed……

Amanda Lennon