

## **SOLICITORS DISCIPLINARY TRIBUNAL**

**IN THE MATTER OF THE SOLICITORS ACT 1974**

Case No. 12587-2024

## BETWEEN:

and

JOSEPH DONALD DAVID MORGAN Respondent

Before:

Mr J Abramson (in the Chair)

Mr D Green

Mrs S Gordon

Date of Hearing: 20-21 November 2025

## Appearances

Michael Colledge, employed by Blake Morgan LLP, New King's Court, Tollgate, Chandler's Ford, Eastleigh SO53 3LG for the Applicant.

Martin Hynes, Counsel, Mountford Chambers, 13 Ely Place, London EC1N 6RY for the Respondent.

## JUDGMENT

## **Allegations**

1. The allegations against Mr Morgan were that, while in practice as a Solicitor at Document Certifier Ltd, a non-SRA Regulated Law Firm of Office One, 1 Coldbath Square, London, EC1R 5HL (“the Firm”):
  - 1.1 From at least 25 June 2021 to 18 August 2022 Mr Morgan certified documents as being true copies of originals seen by him by certifying copies of uploaded and/or scanned documents provided to him through the website, documentcertifier.com (“the Website”), when he had not seen the original documents;
  - 1.2 From 18 August 2022 to 30 September 2022 Mr Morgan breached the terms of a Regulatory Settlement Agreement with the SRA dated 18 August 2022 (“the RSA”); and
  - 1.3 After 18 August 2022 Mr Morgan continued to advertise a certification service on the Website in that he continued to certify documents as being true copies of original documents seen by him, when he had not seen the original documents.
2. By doing so, Mr Morgan breached any or all of Principles 2 and 5 of the SRA Principles 2019 (“the Principles”) and Paragraphs 1.4, 7.2 and 7.3 of the SRA Code of Conduct for Solicitors, RELs and RFLs (“the Code”).

## **Executive Summary**

3. The Tribunal found all of the Allegations proved.
4. In the absence of exceptional circumstances, the Tribunal determined that the only appropriate and proportionate sanction was to strike Mr Morgan from the Roll of Solicitors.

## **Documents**

5. The Tribunal considered all of the documents in the case including:
  - Rule 12 Statement [[here](#)]
  - Appendix 1 and Bundles MJC1, MJC2 and MJC3 dated 5 April 2024
  - Rule 14 Statement and Appendix 1 dated 30 September 2024
  - Respondent’s Answer and Exhibit dated 10 May 2024 [[here](#)]
  - Respondent’s Response to the Rule 14 Statement dated 14 October 2024
  - Respondent’s Statement of Means dated 25 September 2024
  - Applicant’s Updated Schedule of Costs dated 6 December 2024

## **Preliminary Matters**

6. Application by the Applicant to make submissions on Sanction
  - 6.1 Mr Colledge applied to address the Tribunal on sanction.

6.2 Mr Hynes opposed the application on the grounds that the Tribunal was an expert tribunal and well versed in dealing with such cases. It did not require the Applicant's assistance and it would be contrary to its established practice to grant the application.

6.3 The Tribunal decided that it would hear submissions at the appropriate time.

### **Factual Background**

7. Mr Morgan was admitted to the Roll of Solicitors in September 2019. He was the sole director of the Firm which traded through the Website.

8. On 25 June 2021, a member of the public reported to the SRA that she had used the Website to obtain a certified copy of a document and an apostille. At a later date she discovered that the documents which had been issued were invalid.

9. On 15 July 2021, the Foreign and Commonwealth and Development Office ("the FCDO") informed the SRA of their concerns that Mr Morgan was offering apostille services. The FCDO explained that apostilles are issued under the Hague Convention of 5 October 1961 (known as "the Apostille Convention"). An apostille confirms that the signature and/or seal on a document is authentic. This enables the document to be presented for use overseas. Only competent authorities can issue apostilles. In the UK, the competent authority is the FCDO. Any errors with an apostille have severe implications. The FCDO also reported that Mr Morgan described himself as a notary despite not being qualified as a Notary Public.

10. The SRA commenced an investigation into Mr Morgan's conduct in 2021. On 21 January 2022, he attended a regulatory interview at the SRA with an Investigation Officer and an Intelligence Officer. During that interview he confirmed that he had ceased providing notarial and apostille services when he was made aware that he was not authorised or permitted to do so.

11. On 18 August 2022, Mr Morgan entered into the regulatory settlement agreement ("the RSA") with the SRA in which he agreed to a published rebuke. The RSA set out, at paragraph 3, ("Admissions"), the following admissions made by Mr Morgan:

- 3.1(a) He provided notarial services to members of the public when he was not authorised by the Faculty Office to practise as a Notary;
- 3.1(b) He issued Apostille certificates to members of the public when he had no authority to do so;
- 3.1(c) He certified documents as being a true copy of the originals as seen by him, by placing reliance on having seen uploaded documents through The Website, when he had not seen the original documents.

12. Mr Morgan agreed in the RSA that he would not deny the admissions made or act in any way which was inconsistent with the RSA. The RSA stated at paragraph 6.2 that:

*"If Mr Morgan denies the admissions, or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a*

*referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.”*

13. The RSA stated further at paragraph 6.3 that:

*“Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.”*

14. After 18 August 2022, the SRA identified evidence online that Mr Morgan continued to operate the Website to provide certification services. There was no evidence that the Website provided apostille or notarial services. The certification service involved Mr Morgan continuing to certify documents as true copies of the originals as seen by him by relying on scans of the documents submitted through the Website.

15. On 14 October 2022, the SRA wrote to Mr Morgan and informed him that they were investigating concerns that he acted in breach of the RSA. The SRA engaged in further correspondence with Mr Morgan about the alleged breach.

16. Mr Morgan raised two main defences to his continued certification of documents through the Website after the RSA. Firstly, that he was permitted to certify documents without seeing the original documents according to a Law Society Q&A. Secondly, the RSA did not prohibit certification as it applied to cessation of the apostille and notarial services, not to his certification services.

17. On 25 July 2024, Mr Colledge of Blake Morgan LLP wrote to Mr Morgan enquiring as to Mr Morgan’s continued certification of documents on the Website. On 19 August 2024, Mr Morgan confirmed that he continued to provide certification of documents on the Website. Further questions were put to Mr Morgan about his process of certification. He was asked for confirmation of whether he had “a copy of the original and scanned it himself; or had seen the original.” On 6 September 2024, Mr Morgan replied that he had sight of the “original” document.

18. The alleged misconduct commenced in June 2021 and continued to September 2024.

## **Witnesses**

19. The written and oral evidence of witnesses is quoted or summarised in the Findings of Fact and Law below. The evidence referred to will be that which was relevant to the findings of the Tribunal, and to facts or issues in dispute between the parties. For the avoidance of doubt, the Tribunal read all of the documents in the case and made notes of the oral evidence of all witnesses. 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.

20. Mr Morgan provided oral evidence to the Tribunal.

## **Findings of Fact and Law**

21. 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 Mr Morgan's right to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
22. The Tribunal had due regard to the following and applied the various tests in its fact-finding exercise:

### **Integrity**

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

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

24. **Allegation 1.1, From at least 25 June 2021 to 18 August 2022 Mr Morgan certified documents as being true copies of originals seen by him by certifying copies of uploaded and/or scanned documents provided to him through the Website, when he had not seen the original documents.**

**Allegation 1.2. From 18 August 2022 to 30 September 2024 Mr Morgan breached the terms of the RSA.**

**Allegation 1.3. After 18 August 2022 Mr Morgan continued to advertise a certification service on the Website in that he continued to certify documents as being true copies of original documents seen by him, when he had not seen the original documents.**

In doing so, he thereby acted in breach of any or all of Principles 2 and 5 of the Principles and Paragraphs 1.4, 7.2 and 7.3 of the Code.

### The Applicant's Case

- 24.1 Oral submissions were made by Mr Colledge during the hearing. He confirmed to the Tribunal that no witnesses would give evidence in support of the Applicant's case.
- 24.2 On 25 June 2021, there was a complaint to the SRA from a member of the public who used the Website for its apostille and certification services and found that the apostille and the certified copy of the original document were invalid. Mr Colledge referred to a transcript from a meeting dated 21 January 2022 between Mr Morgan, an SRA Investigation Officer and an SRA Intelligence Officer during which Mr Morgan explained his misunderstanding of the difference between notarising, certifying a document and providing an apostille for a client.

24.3 On 18 August 2022, Mr Morgan entered into the RSA with the SRA following the SRA's investigation into the services that Mr Morgan offered through the Website. The RSA concerned three aspects of Mr Morgan's activities:

- Notarial services
- Apostille services
- Document certification services

24.4 The Applicant's case is that Mr Morgan admitted at paragraph 3.1(c) of the RSA that "He certified documents as being a true copy of the originals as seen by him, by placing reliance on having seen uploaded documents through The Website, when he had not seen the original documents."

24.5 Following the date of the RSA, there was no evidence that Mr Morgan offered apostille or notarial services. However, he continued to certify documents by placing reliance on having seen documents uploaded through the Website. In paragraph 6(3) of the RSA, Mr Morgan had agreed not to act in a way that was inconsistent with the RSA:

*"Denying the admissions made or acting in a way which is consistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs."*

24.6 The Applicant's firm position was that Mr Morgan breached the RSA and that his actions amounted to a failure to act with integrity. Mr Morgan had asserted that the RSA did not apply to stand alone certification services provided through the Website. His understanding of the RSA was that he was able to provide certification services that were independent from notarial or apostille services. The Applicant's case was that Mr Morgan's position on the RSA was not credible.

24.7 Mr Morgan continued to provide a certification service on the Website through which he continued to certify copies of uploaded documents when he had not seen the originals in breach of the RSA. Mr Colledge directed the Tribunal in the case bundle to examples of documents that Mr Morgan had certified without seeing the original documents. There were no examples of documents certified by Mr Morgan where there was evidence that original copies had been seen. The examples were of cropped copies of scanned documents uploaded onto the Website.

27.8 The Tribunal considered page 16 of the Answer in which Mr Morgan set out his process for certification. He set out the process as follows:

*"2. The client uploads the original document to certify (e.g. a bank statement, etc) directly to me.  
 3. The client uploads a form of ID to verify their identity/address.  
 4. Once all of the above is submitted, I firstly use a Google Document AI software to check the veracity of the uploaded documents. This checks that the document is original, untampered with, is not a sample, does not contain any suspicious words, does not appear anywhere on the internet, etc."*

5. *I then manually review all of the provided details, the document to certify, and the ID to verify identity/address, and ensure that everything is in order and correct.*
6. *If there are any issues, I ask the client further clarifying questions, and/or ask them to submit an alternative copy of the document to certify, and/or an alternative copy of the ID to verify their identity/address.*
7. *Once I am entirely satisfied that everything is in order and correct, I then certify the document to be a true copy of the original document (using the usual language – “I hereby certify that this is a true copy of the original document as seen by me,” etc...).*
8. *I then send the completed certified copy of the original document back to the client. I initially send this back to the client by email but also offer the option to print and send a physical copy by post if required.”*

27.9 The Applicant's case was that the only stage at which the original document was considered by Mr Morgan, was at step 2 above when the client uploaded the original document. The only point at which the document was reviewed by Mr Morgan was at step 5.

27.10 Mr Colledge referred the Tribunal to step 4 where Mr Morgan used Google Document AI software to check the veracity of the uploaded documents. Mr Morgan's position was that the AI software checked that the uploaded document was "original, untampered with" and did "not appear anywhere on the internet."

27.11 Mr Colledge submitted that an AI check of the veracity of a document would not provide any confidence that Mr Morgan was not handling a forged document. It was submitted that Mr Morgan's certification process risked the certification of faked documents. Mr Colledge submitted further that Mr Morgan's certification process involved multi-generational documents. The client scanned or downloaded the original document onto a device and the scanned document was then uploaded onto the Website. The uploaded scan is not the original document. Mr Morgan certified multi-generational documents. This was not the process of certifying; this was the process of copying documents.

27.12 Mr Colledge directed the Tribunal to Appendix 1 of the Applicant's skeleton argument which was a summary of the available law and practice on certified copies. The Applicant's case was that a certified copy could not be certified as a true copy of the original unless the person certifying had seen the original document. An electronic certification could, therefore, be possible where the person had seen the original document. An uploaded or electronic copy of a hard copy document could not, however, be relied upon as a substitute for seeing the original document.

27.13 The Applicant's case was that the authorities referred to by Mr Morgan in support of his process of certification did not support his case. Mr Morgan had referred to a Lexis Nexis note entitled "*Can certified copies of documents be sent/received by email? Is a certified copy of a document sent/received by email a 'true copy'?*" The note confirmed that a scan of a photocopy is a copy of a document, and for the purpose of certification, that copy must be compared to the original document.

27.14 Mr Colledge referred to the Government guidance on certifying a document. He submitted that this guidance clearly stated that a photocopied document and the original document must be seen by the person undertaking the certification. The Law Society Q&A cited by Mr Morgan related to the specific scenario where an original will was submitted to the probate registry, and whether the solicitor could print the scanned copy of the will and certify it. The Q&A stated that it was possible to certify the scanned copy “*...so long as the printed copy is ‘true’ to the original – that is, an exact reproduction of the original.*” The guidance recommended amendment of certification wording where copied documents were presented to “*I certify that this is a true copy of the scanned original.*” and that “*To be able to say this, you will also need to know that the scan is a true copy of the original will.*”

27.15 It was noted that the Law Society Q&A included a disclaimer that

*“While every effort has been made to ensure the accuracy of the information in this article, it does not constitute legal advice and cannot be relied upon as such.”*

27.16 Mr Morgan had contacted the Law Society by email for advice on his method of certification. The response stated that:

*“I have not been able to find any commentary to suggest any changes since the Q&A on our website was published in September 2023. Nor can I find any cases which might be relevant.”*

A further response by email stated:

*“Although there is no prescriptive requirement to physically possess the original document being certified, you need to be satisfied that your certification wording accurately reflects the manner in which certification was carried out and it may be prudent to check with the recipient of the document that they are satisfied with the method of certification, specifically that you have not had sight of the original document where that is the case.”*

27.17 Mr Colledge referred to advice about certification sought by Mr Morgan by email from a partner at Weightmans. The response did not state that Mr Morgan’s method of certification was correct.

27.18 Mr Colledge submitted that the legal requirements for certification were clear, and Mr Morgan had ignored these. Physical possession of the original document is not required for certification, but sight of the original document remains a necessary requirement according to the law.

27.19 Allegations 1.1 and 1.3 were based on Mr Morgan’s certification process given that his stated process did not involve sight of original documents. Mr Morgan had used his authority as a solicitor to state facts which he knew were not true. Certification requirements were clear. Certification was a statement of fact and it could only be done by seeing original documents.

27.20 Mr Morgan had continued to certify documents contrary to the RSA. Mr Colledge submitted that, after he entered into the RSA, Mr Morgan had added extra wording to the certificates available from the Website, which read “*The original Document was uploaded, verified and certified electronically.*” Despite this, Mr Morgan’s continued certification process remained inconsistent with the RSA.

The SRA’s case on the alleged breaches

Principle 2 of the Principles (Public Trust)

27.21 Mr Colledge submitted that public confidence in Mr Morgan, in solicitors and in the provision of legal services was likely to be undermined by his failure to adhere to proper procedures regarding certification. Mr Morgan explained his process of certification, which did not involve him seeing original documents. Legal processes, however, require sight of original documents for certification. The public relied on legal and other professionals to provide certification services that could be relied upon. Mr Morgan did not provide such certification services. In those circumstances, Mr Morgan breached Principle 2 of the Principles.

27.22 Mr Colledge further submitted that the RSA clearly stated that Mr Morgan was prohibited from certifying documents. By continuing to certify documents Mr Morgan breached Principle 2 of the Principles.

Principle 5 of the Principles (Integrity)

27.23 Mr Colledge submitted that Mr Morgan had fallen below the standard expected of him as a legal professional and that he failed to act with integrity i.e. with moral soundness, rectitude and adherence to an ethical code. A solicitor acting with integrity would not act in a way which was inconsistent with the RSA. It was submitted further that by certifying documents without seeing an original copy as required by accepted certification processes, Mr Morgan breached Principle 5 of the Principles.

Paragraph 1.4 of the Code (Maintaining trust and acting fairly)

27.24 Mr Colledge submitted that in breaching the RSA and continuing to offer certification services without sight of the original documents and in adopting certification wording that referred to original documents, Mr Morgan misled his clients. Accordingly, Mr Morgan breached Paragraph 1.4 of the Code.

Paragraph 7.2 of the Code (Cooperation and accountability)

27.25 Mr Colledge submitted that in continuing to offer certification services without further explanation to the SRA, Mr Morgan breached his obligation to the regulator to comply with the RSA. Accordingly, Mr Morgan breached Paragraph 7.2 of the Code.

Paragraph 7.3 of the Code (Cooperation and accountability)

27.26 It was submitted that in breaching the RSA by continuing to offer certification services, Mr Morgan failed to cooperate with his regulator. Accordingly, Mr Morgan breached Paragraph 7.3 of the Code.

### Mr Morgan's Case

27.27 Mr Hynes confirmed to the Tribunal that Mr Morgan would give live evidence in support of his case.

27.28 Mr Morgan denied the allegations.

27.29 Mr Morgan's case was that he was correct to determine that by certifying copies of scanned documents uploaded to him through the Website, he had sight of the original documents. His position was clear that there was no need to have physical contact with the original document for the purpose of certification.

27.30 Mr Morgan referred to the Law Society Q&A, the Government guidance and correspondence with third parties as evidence to support his position that the process used through his Website for certification involved sight of original documents.

27.31 In oral evidence, Mr Morgan stated that the Law Society Q&A confirmed his understanding that there was no need physically to hold the original document. The electronic document scanned to Mr Morgan through the Website is the original document in electronic form. He therefore had sight of the original document.

27.32 Mr Morgan stated that no changes could be made to documents scanned to him, so it was safer to certify an uploaded document. The veracity of the document was checked by Google AI software and Mr Morgan would be alerted if the uploaded document appeared anywhere else on the internet. He asserted that his document checks were more thorough than law firm "know your client" and anti-money laundering checks.

27.33 In oral evidence, Mr Morgan rejected the suggestion that he could not compare the document uploaded to him through the Website to an original document because it was in electronic form. He asserted that he received the original document which underwent several verification checks which could not be undertaken on a paper document. Mr Morgan insisted that a paper document could be interfered with and therefore forged.

27.34 Mr Morgan was asked to respond to the submission that for the purposes of certification, the professional must have sight of the original document. He insisted that the electronic document is the original document and that his process of certification was in line with the Law Society Q&A on certification.

27.35 Mr Morgan agreed that the RSA prohibited him from providing notary or apostille services. He stated that, as soon as he had entered into the RSA, he no longer provided those services. Mr Morgan's case was that the RSA did not concern certification services. He insisted that he always tried to maintain the highest standards and that he did not receive any guidance from the SRA about whether he was trying to move in the right way by changing the Website. Mr Morgan's position was that all of his correspondence with the SRA showed his good intent and he insisted that he never tried to mislead his regulator.

### The Tribunal's Findings

27.36 The Tribunal considered the evidence presented to it, including oral submissions made during the hearing and the documentary exhibits. In reaching its findings the Tribunal also took into account the relevant provisions of the Principles and the Code.

#### Allegation 1.1

27.37 The Tribunal noted the evidence of Mr Morgan certifying that he had seen the original document. In his evidence, Mr Morgan was insistent that that the uploaded document was the original. The Tribunal found that as a matter of common sense and logic, whatever was uploaded to the Website could not possibly have been the original. It could only have been some generational version of the original. Mr Morgan cannot say, as a matter of fact, that he had seen the original, only a version of the original. Accordingly, the certification that he has seen the original cannot be correct, nor the statement that the document is a true copy of the original. The Tribunal found further that while existing legal procedures did not require physical possession of an original document for the purpose of certification, there should be sight of the original document. Mr Morgan's use of Google AI software as a substitute for sight of the original document was irrelevant: certification involves comparing a copy with the original and not verification of a document. The Tribunal found further that the existing guidance on certification did not support Mr Morgan's interpretation of certification, and that the certification language used by Mr Morgan did not reflect the manner in which the document had been certified.

27.38 As a result of its findings, the Tribunal determined whether Mr Morgan had breached Principle 2. The Tribunal found that Mr Morgan's conduct undermined the maintenance of trust and confidence in solicitors and in the provision of legal services. In those circumstances, Mr Morgan breached Principle 2 of the Principles. The Tribunal found Allegation 1.1 proved in all respects.

#### Allegation 1.2

27.39 The Tribunal considered the oral evidence given by Mr Morgan in which he confirmed that he had continued to provide certification services where documents were scanned and uploaded to the Website. The Tribunal also considered the wording of the RSA. In paragraph 3 of the RSA Mr Morgan admitted to certifying documents without sight of original documents contrary to standard certification procedures. In paragraph 6 Mr Morgan agreed that he would not act in a way that was inconsistent with the RSA. The Tribunal found that the wording of paragraphs 3 and 6 of the RSA was clear.

27.40 The Tribunal found that by continuing to offer certification services in that way, Mr Morgan breached the terms of the RSA. Accordingly, Mr Morgan's conduct undermined the maintenance of trust and confidence in solicitors and in the provision of legal services. In these circumstances, the Tribunal determined that Mr Morgan breached Principle 2 of the Principles.

27.41 The Tribunal found that Mr Morgan's actions not only failed to maintain the public confidence in solicitors, but he had also fallen below the standards expected of him as a legal professional and failed to act with integrity i.e. with moral soundness, rectitude

and adherence to an ethical code. A solicitor acting with integrity would not act in a way which was inconsistent with the RSA. The Tribunal therefore determined that Mr Morgan's conduct breached Principle 5 of the Principles.

27.42 The Tribunal determined that as Mr Morgan offered certification services using uploaded documents with no sight of original documents, Mr Morgan misled his clients in breach of Paragraph 1.4 of the Code. The Tribunal determined that Mr Morgan breached 7.2 of the Code when he breached the RSA without an explanation to the SRA. The Tribunal determined that when Mr Morgan breached the RSA he failed to cooperate with his regulatory body and breached Paragraph 7.3 of the Code. The Tribunal found Allegation 1.2 proved in all respects.

#### Allegation 1.3

27.43 The Tribunal found that Mr Morgan continued to certify documents uploaded to the Website after the date of the RSA. The Tribunal noted the slight change to the wording of certificates that were available on the Website after the date of the RSA. Mr Morgan had added the wording "*The original document was uploaded, verified and certified electronically.*" The Tribunal found that this additional wording did not alert his clients to the fact that their certificates were invalid and did not address the original certification statement wording. The Tribunal determined that such conduct failed to uphold trust and confidence in the solicitors' profession and in legal services provided by authorised persons in breach of Principle 2 of the Principles. The Tribunal determined that Mr Morgan failed to act with integrity in breach of Principle 5 of the Principles. The Tribunal found Allegation 1.3 proved in all respects.

#### **Previous Disciplinary Matters**

28. Mr Morgan had no previous disciplinary findings recorded against him, other than the published rebuke as part of the RSA.

#### **Mitigation**

29. No mitigation was advanced on behalf of Mr Morgan.

#### **Sanction**

30. Mr Colledge submitted that the previous regulatory findings of the SRA were of significance in these disciplinary proceedings and should be considered by the Tribunal when making its decision on sanction. Mr Colledge submitted further that the Allegations against Mr Morgan established that he had failed to act with integrity and that the Tribunal should have regard to the case of *Adetoye v SRA* [2019] EWHC 707.

31. Mr Hynes submitted that the culpability of Mr Morgan's conduct was high, but the case rested on his flawed interpretation of the limited law and guidance on certification. Mr Morgan had not abused his position as a solicitor. His conduct was never criminal, and he did not blame others for his actions.

32. Mr Hynes submitted that Mr Morgan had engaged with the SRA and the Law Society throughout the investigatory process. He submitted further that, given the range of

sanctions, suspension from practice should not be considered as there was no intention to mislead. The regulatory regime achieved its purpose. He could not operate his business, but he could be of use to the public as a practising solicitor.

33. The Tribunal had regard to its Guidance Note on Sanctions (11<sup>th</sup> edition – February 2025). The Tribunal’s overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal’s role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
34. The Tribunal concluded that Mr Morgan’s motivation for setting up the Website and offering certification services was self-interest. His actions in doing so were calculated and deliberate. He was in a position of trust as a solicitor certifying documents for members of the public and he breached that trust with every certification. Mr Morgan worked alone managing the Website and was in direct control of the circumstances leading to the misconduct. The guidance is clear that he could not certify documents without seeing original documents, but Mr Morgan chose to rely on his own interpretation, which the Tribunal had found to be incorrect. Mr Morgan misled the regulator when he continued to certify documents in the same way and acted in a way which was inconsistent with the RSA. He did not contact the SRA to seek clarification of the terms of the RSA.
35. The Tribunal determined that Mr Morgan caused harm to his clients as they were provided with purportedly certified documents, but which in reality could not be relied upon. He brought the reputation of the legal profession into disrepute and departed from the standards of integrity, probity and trustworthiness expected of a solicitor. Mr Morgan continued to certify documents after the date of the RSA which demonstrated the extent of the harm to his clients that could have reasonably been foreseen.
36. The Tribunal determined that Mr Morgan’s misconduct was aggravated in that it was deliberate, calculated and repeated and took place over a long period of time. His misconduct was further aggravated by the breach of his obligation as a solicitor to protect the public and maintain public confidence in the reputation of the profession.
37. The Tribunal considered mitigating factors before considering the appropriate sanction. The Tribunal determined that there were no factors to mitigate the seriousness of Mr Morgan’s misconduct. Mr Morgan did not provide any evidence that he tried to locate previous customers to inform them he could not provide notarial, apostille or certification services after the date of the RSA. The Tribunal noted that there was a degree of cooperation with the SRA following the complaint from the member of the public but not sufficient to mitigate the seriousness of the misconduct.
38. The Tribunal considered and rejected the lesser sanctions within its sentencing power such as no order, a reprimand, a fine or restrictions. The Tribunal considered the case of *Adetoye v SRA* [2019] EWHC 707 (Admin) which concerned the issue of the appropriate sanction to impose in regulatory cases where there had been a significant lack of integrity. The Tribunal determined that Mr Morgan had allowed his misunderstanding of law and guidance on certification to escalate to the point that brought him before the Tribunal.

39. The Tribunal determined that Mr Morgan showed no remorse or understanding of the extent of the harm he had caused through the service he provided on the Website. He steadfastly relied throughout his case on his own understanding of certification, which was incorrect. Based on the evidence before the Tribunal, he had relied on stock guidance and practice notes rather than any analysis of case law, text books and rules of procedure, had received what looked like informal comments from two unidentified lawyers, and relied on a brief Q&A on the Law Society website which itself carried a disclaimer against relying on it as legal advice. The Tribunal was of the view that Mr Morgan had fallen severely short of expected professional standards. In addition, he did not make any enquiries about insurance for the services provided by the Website. The Tribunal was particularly troubled by the extra wording he had added to certificates available from the Website after the date of the RSA, but which did not change the basis of his certifications. The Tribunal believed that this behaviour additionally showed that, if he was allowed to continue to practise as a solicitor, Mr Morgan would present a risk to his clients and the reputation of the profession.

40. The Tribunal determined that in view of the seriousness of the misconduct, the appropriate and proportionate sanction was to strike Mr Morgan's name from the Roll of Solicitors.

## Costs

41. Mr Colledge, appearing on behalf of the SRA, applied for costs as set out in the Applicant's Statement of Costs. The total costs claimed amounted to £35,640.00. The SRA's costs of £600.00 were modest, and Blake Morgan LLP's fixed fee of £24,400.00 plus VAT represented a modest fixed fee for a two-day hearing. Mr Colledge referred to the additional costs which covered the fees for expert evidence and reasonable adjournments.

42. Mr Colledge submitted that the prosecution had been properly brought by the SRA and this was the basis on which costs should be awarded. Mr Colledge referred the Tribunal to Mr Morgan's Statement of Means. He submitted that Mr Morgan had limited income but has equity in a property. Mr Colledge invited the Tribunal to make a full order as to costs.

### The Tribunal's Decision on Costs

43. The Tribunal noted that under Rule 43(1) of the Solicitors (Disciplinary Proceedings) Rules 2019 it has discretion to make such order as to costs as it thinks fit, including the payment by any party of costs or a contribution towards costs of such amount (if any) as the Tribunal considers reasonable. Under Rule 43(4), when deciding whether to make an order for costs, against whom and in what amount, the Tribunal must take into account all relevant factors, including the parties' conduct, compliance with directions, the reasonableness and proportionality of time spent and rates claimed, and the means of the paying party.

44. The Tribunal was satisfied that the proceedings had been properly brought by the SRA and that, in principle, the costs claimed were reasonable. The preparation undertaken by the SRA and its solicitors was appropriate given the nature of the case and the need to present the matter before the Tribunal. The Tribunal accepted that the SRA had

incurred genuine economic costs and that a proportion of those costs were properly recoverable.

45. The Tribunal reminded itself of the principles established in *R v Northallerton Magistrates' Court, ex parte Dove [1999] 163 JP 894*, that an order for costs is compensatory, not punitive, and must not exceed costs reasonably incurred.
46. Applying those principles, the Tribunal concluded that the SRA was entitled to recover its costs in full.

#### **Statement of Full Order**

47. The Tribunal ORDERED that the Respondent, JOSEPH DONALD DAVID MORGAN, be STRUCK OFF the Roll of Solicitors and it Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £35,640.00.

Dated this 2<sup>nd</sup> day of January 2026  
On behalf of the Tribunal

*J. Abramson*

J. Abramson  
Chair