

# **SOLICITORS DISCIPLINARY TRIBUNAL**

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12614-2024

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

BELINDA ONWUSUAH SARKODIE

Respondent

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Before:

Ms T. Cullen (in the chair)  
Mrs A. Sprawson  
Mr D. Kearney

Date of Hearing: 9 December 2024 and 10 February 2025

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## **Appearances**

Montu Miah, counsel of the Solicitors Regulation Authority Ltd, The Cube, 199 Wharfside Street, Birmingham, B1 1RN for the Applicant.

The Respondent attended the hearing and represented herself.

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## **JUDGMENT**

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## **Allegations**

1. The allegations against the Respondent, Belinda Sarkodie, made by the SRA are that, while in practice as a Solicitor at Property Legal (Manchester) Limited (PLS), Wright & Lord Solicitors Limited (W&L) and Muve (Trading name Connect 2 Law):

- 1.1 Between 29 June 2021 and 16 July 2021, she misled two firms where she worked as a locum, by submitting timesheets and claiming payment for the same hours on the same dates from both firms, while she was also employed to work full time by a third law firm.

In doing so she breached any or all of Paragraph 1.2 Code of Conduct for Solicitors, RELs and RFLs (“the Code for Solicitors”), Paragraph 1.4 of the Code for Solicitors, and Principles 2, 4 and 5 of the SRA Principles 2019 (“the Principles”).

### [Proved - Findings](#)

- 1.2 Misled her employer Muve (trading name Connect 2 Law) that she was working for them full time, and solely for them, while working two other roles for PLS and W&L during her period of employment.

In doing so she breached any or all of Paragraph 1.4 of the Code for Solicitors and Principle 5 of the SRA Principles 2019.

### [Proved - Findings](#)

## **Executive Summary**

2. The Respondent was a solicitor admitted to the Roll of Solicitors on 30 July 2020. An SRA investigation commenced following concerns that the Respondent was working for multiple firms simultaneously and that she had submitted timesheets claiming payment for the same hours on the same dates from both firms at which she was contracted as a locum, whilst also holding a substantive role at a third firm.
3. The SRA investigation identified that there was a crossover period from 29 June 2021 to 16 July 2021 when the Respondent was simultaneously undertaking work for three firms.
4. Allegations against the Respondent included that she had submitted misleading timesheets requesting payment and that she had misled her substantive employer that she was solely working for them whilst also undertaking locum roles elsewhere.
5. All allegations, including dishonesty, were found proved and the Tribunal ordered that the Respondent be Struck off the roll of solicitors.

## **Sanction**

6. The Tribunal ordered that the Respondent be STRUCK OFF the Roll of Solicitors. The Tribunal’s sanction and its reasoning on sanction can be found [\[here\]](#).

## **Documents**

7. The Tribunal reviewed all the documents submitted by the parties, which included (but was not limited to):
  - Rule 12 Statement and Exhibit RAE1 dated 29 May 2024.
  - Respondent's Answer to the Rule 12 Statement dated 26 July 2024.
  - Medical Report prepared by Dr Whitaker, dated 18 August 2023 and filed on behalf of the Respondent
  - Applicant's Statement of Costs dated 2 December 2024
  - Respondent's Statement of Costs dated 9 December 2024

## **Background**

8. The Respondent was admitted to the Roll of Solicitors on 30 July 2020.
9. The Respondent was contracted as a Locum by Property Legal (Manchester) Limited ("PLS") between 17 June 2021 to 16 July 2021.
10. The Respondent was also contracted to work for another law firm Wright & Lord Solicitors Limited ("W&L") as a Locum, between 29 June 2021 to 30 July 2021.
11. From 4 May 2021 to 30 Sept 2021, the Respondent also worked for a third firm Muve.
12. As a consequence, there was a crossover period from 29 June 2021 to 16 July 2021 when the Respondent was simultaneously undertaking work for three firms. The timesheets the Respondent submitted to both PLS and W&L show that she had claimed for the same hours, on the same days from both firms.

## **Witnesses**

13. The evidence 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. 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.
14. The Respondent was the only person who provided oral evidence at the hearing.

## **Findings of Fact and Law**

15. The Applicant was required by Rule 5 of The Solicitors (Disciplinary Proceedings) Rules 2019 to prove the allegations to the standard applicable in civil proceedings (on the balance of probabilities). The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with

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.

### The Applicant's Case

16. The Rule 12 Statement – [[Click Here](#)]

### The Respondent's Case

17. The Respondent's Answer to the Applicant's Rule 12 Statement – [[Click Here](#)]
18. **Allegation 1.1 - Between 29 June 2021 and 16 July 2021, she misled two firms where she worked as a locum, by submitting timesheets and claiming payment for the same hours on the same dates from both firms, while she was also employed to work full time by a third law firm.**
- 18.1 The Tribunal reviewed all the material before it and considered the oral evidence (and cross-examination) of the Respondent. The Respondent accepted that she was contracted as a Locum by PLS between 17 June 2021 to 16 July 2021, by W&L as a Locum between 29 June 2021 to 30 July 2021 and employed by Muve between 4 May 2021 to 30 Sept 2021.
- 18.2 The Respondent accepted that she had prepared the timesheets ultimately submitted to the firms and there was no suggestion that anybody else had prepared the Respondent's timesheets. The timesheets were purportedly an accurate record of the hours worked under the respective contracts between the Respondent and firms at which she was a locum and were the basis on which the Respondent sought payment from them.
- 18.3 The Tribunal found on the balance of probabilities that:
- 18.4 From 29 June 2021 to 16 July 2021 there was a crossover period when the Respondent was simultaneously undertaking work for three firms. The timesheets submitted by the Respondent to both PLS and W&L showed that she had claimed for the same hours, on the same days from both firms.
- 18.5 The Respondent provided an explanation that her work was task based and she could intersperse those tasks through the day moving between work of the respective firms that she was contracted to. The timesheets were said to be accurate as to the total hours worked overall as opposed to an accurate record of the time spent on a particular working day for each of the firms that she was contracted to work for. The Tribunal rejected this explanation.
- 18.6 If the Respondent had provided accurate timesheets to the firms detailing the actual time worked as she moved between their respective tasks interspersed through the working day, the firms would have identified that she was working simultaneously for several firms and taken action. This was the reason that the Respondent prepared the timesheets in the way that she did and it had the effect of misleading them.

- 18.7 This finding is consistent with the Respondent's response to her recruitment consultant who had come to suspect that the Respondent was working simultaneously for several firms. When the recruitment consultant queried whether she was working for multiple firms simultaneously the Respondent falsely denied that she was working for more than one firm as she must have understood that to be in breach of her contracts and/or inconsistent with the timesheets she had submitted when claiming payment from them.
- 18.8 The Tribunal heard evidence in private from the Respondent regarding her health. The Tribunal carefully scrutinised the oral and documentary evidence submitted by the Respondent regarding her health, with particular focus on the extent to which it may have been relevant to or impacted on the allegations she faced.
- 18.9 The Tribunal found the Respondent's evidence in relation to her health to be inconsistent with the hours that she purportedly worked and claimed for on the timesheets. The Respondent submitted that she took on three simultaneous roles to distract her from her poor health and the isolation she felt during the pandemic. The Respondent submitted that on occasion she worked 100 hours per week during this period because she "...knew how to cope best with [her] work so focused on that". The Tribunal found that the Respondent's evidence lacked credibility.
- 18.10 The Tribunal found that between 29 June 2021 and 16 July 2021, the Respondent misled two firms where she worked as a locum, by submitting timesheets and claiming payment for the same hours on the same dates from both firms, while she was also employed to work full time by a third law firm.
- 18.11 Having found the factual matrix of Allegation 1.1 proved, the Tribunal went on to consider the alleged Principle breaches.

*Breach of Principle 2 SRA Principles 2019 (Public Confidence) and Paragraph 1.2 and 1.4 of the Code of Conduct for Solicitors, RELs and RFLs*

- 18.12 Accordingly, the Tribunal found proved to the requisite standard that the Respondent (in misleading and taking unfair advantage of her employers by submitting timesheets and claiming payment for the same hours on the same dates from different firms) had not behaved in a way that would uphold public trust and confidence in the solicitor's profession and in legal services provided. As a result, the Respondent breached Principle 2 SRA principles 2019 and Paragraphs 1.2 and 1.4 of the Code of Conduct for Solicitors RELs and RFLs.

*Breach of Principle 4 SRA Principles (Honesty)*

- 18.13 The Tribunal applied the test for dishonesty set out by the Supreme Court in Ivey v Genting Casinos [2017] UKSC 67 as follows:

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

*knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest.”*

- 18.14 The Tribunal found on the balance of probabilities that when the Respondent completed timesheets claiming payment from two firms for working the same working hours, whilst employed and being paid for full time employment by a third firm she would have known that it was wrong to complete the timesheets in the way that she did as she could not have carried out work for three firms at the same time. She knew this information, which was inaccurate, would be relied upon in relation to calculating the amount of money in the payments which she received.
- 18.15 Knowingly claiming payment for hours which have not been worked is conduct which would be viewed as dishonest by the standards of ordinary decent people.
- 18.16 At the time the Respondent submitted the timesheets to both firms, she knew that these were incorrect as it was not possible to work the same hours for the different firms. The evidence from the recruitment organisations through which the Respondent worked was clear in that their processes depended on the candour of the Respondent in accurately and truthfully completing the timesheets. It was inevitable that the firms would treat the timesheets as accurate. The Respondent expected both firms would accept her submissions as such.
- 18.17 In those circumstances, the Respondent was dishonest by the standards of ordinary decent people. The Tribunal found on the balance of probabilities that the Respondent breached Principle 4 of the SRA Principles 2019.

*Principle 5 of the SRA Principles 2019 (Integrity)*

- 18.18 The Tribunal considered the comments of Jackson LJ in Wingate v SRA [2018] EWCA Civ 366, where he stated:

*“[97] ... the term “integrity” is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... The underlying rationale is that the professions have a privileged and trusted role in society. In return they are required to live up to their own professional standards ... [100] Integrity connotes adherence to the ethical standards of one’s own profession. That involves more than mere honesty”.*

- 18.19 The Tribunal found on the balance of probabilities that by claiming and being paid for the same work hours from two law firms while also employed by a third law firm, the Respondent failed to act with moral soundness, rectitude and failed to demonstrate adherence to the ethical code of the profession.
- 18.20 The Respondent was required to act with integrity which meant that she should have been forthcoming with the firms and employment agencies about her other work. It was incumbent on the Respondent to regularise her professional position and ensure that she

acted with transparency with all parties. It would also require her to abstain from seeking payment for hours worked which she had not done.

- 18.21 The Tribunal found on the balance of probabilities that the Respondent therefore breached Principle 5 of the SRA Principles 2019.

19. **Allegation 1.2 - Misled her employer Muve (trading name of Connect 2 Law) that she was working for them full time, and solely for them, while working two other roles for PLS and W&L during her period of employment.**

- 19.1 The Respondent commenced in a substantive role with Muve on 4 May 2021. She was initially placed on a three-month probationary period. On 15 September 2021 Muve informed the Respondent that her probationary period could not be further extended and that her contract would be terminated. This decision was ascribed to poor performance in the role by the Respondent.

- 19.2 The Respondent's contract with Muve contained a prohibition which required the Respondent to "*...devote your whole time and attention to your duties and will not, without the prior written consent of the Employer, directly or indirectly hold any office in or be employed or engaged by or concerned or interested in any capacity (whether paid or unpaid) in any other business or undertaking;*" However, for the period 17 June 2021 to 16 July 2021, the Respondent also worked for PLS. For the period 29 June 2021 to 30 July 2021, the Respondent worked for W&L.

- 19.3 The Respondent for her part accepted that she had breached her contract with Muve because of the locum roles that she was simultaneously undertaking at PLS and W&L alongside her substantive role at Muve. The Respondent's position was that her failure to comply with the terms of the contract was an inadvertent error as she did not appreciate the contractual prohibition at the time.

- 19.4 Muve confirmed that the Respondent was "*...engaged full time by us in the period advised and never sought permission to work for other firms (which permission would not have been given as this was the busiest period in the conveyancing market on record)*".

- 19.5 In her evidence to the Tribunal the Respondent maintained that she was rushed into a 4 May 2021 start date by Muve and her recruitment consultant and it would have been her preference to wait and assess her employment options. The Respondent submitted that she preferred locum work and had to be encouraged to accept a substantive position by her recruitment consultant. The Respondent submitted that she did not scrutinise the terms of the contract because she was very busy working under severe stress dealing with irate clients and learning the new systems and processes required in the role.

- 19.6 The Respondent placed the blame for her inadvertent breach of contract on the stresses and strains of her working conditions and on her employers and recruitment consultants for not being clear with her.

- 19.7 The Tribunal rejected the Respondent's explanation that she had been rushed into signing her contract. The Respondent had the contract for a week to review it before signing and returning a copy to Muve. The contract was clear and the exclusivity of

working arrangements would have been obvious to any solicitor considering the document. The Respondent's assertion that her breach of contract was inadvertent lacked credibility. The Respondent was in a substantive fulltime post whilst also seeking out further employment. In those circumstances a solicitor would ensure that they had fastidiously checked their contractual position and acted with complete transparency to all parties throughout.

- 19.8 The Tribunal carefully considered the medical evidence proffered by the Respondent and noted that there was no evidence that health had had a bearing on the Respondent's capacity to understand the contract of employment or on her wider conduct at the material time in relation to Allegation 1.2 or generally.
- 19.9 The Tribunal found on the balance of probabilities that:
- 19.10 The Respondent misled Muve by allowing them to continue under a prevailing misapprehension that she was working for them full time, and solely for them, while in fact simultaneously working in two other roles for PLS and W&L during her period of employment.
- 19.11 Having found the factual matrix of Allegation 1.2 proved, the Tribunal went on to consider the alleged Principle breaches.

*Principle 5 of the SRA Principles 2019*

- 19.12 The Tribunal applied the guidance set down in the case of *Wingate v SRA* [2018] EWCA Civ 366.
- 19.13 The Tribunal found that the Respondent abused her position as a solicitor and had taken advantage of the firms' lack of knowledge of the position to mislead them. For a period, the Respondent was being remunerated by three law firms simultaneously and there was an obvious financial incentive underlying her conduct. The Respondent acted in breach of her contract and the Tribunal found the Respondent's evidence (that this was inadvertent and that she was not aware that she had misled her employer) lacked any credibility.
- 19.14 The Respondent was content to allow Muve to believe she was adhering to the terms of her contract. In doing so, the Respondent allowed Muve to be misled and this represented a departure from the ethical standards of the profession and a lack of integrity.
- 19.15 The Tribunal found on the balance of probabilities that the Respondent therefore breached Principle 5 of the SRA Principles 2019.

*Paragraph 1.4 of the Code for Solicitors, RELs and RFLs*

- 19.16 The contract of employment between the Respondent and Muve specifically prohibited her from being employed in any other business. The Respondent signed that contract and as a solicitor was expected to have checked the terms carefully prior to signing it. The Respondent had the contract for a period of approximately one week and this was



to ensure she had sufficient time to review it before signing to indicate her acceptance of the terms.

- 19.17 In view of the Respondent's professional arrangements, the requirement to be fastidious in checking the contractual terms of employment that she was operating under and to be transparent with all parties was clear.
- 19.18 The Tribunal found that it was inconceivable that the Respondent was not aware that she was precluded from taking up further employment whilst an employee of Muve. By failing to seek permission to work in other roles whilst employed by Muve this was not only a breach of contract but also represented misleading conduct by the Respondent towards her employer.
- 19.19 The Tribunal found that the Respondent therefore acted in breach of her obligations under Paragraph 1.4 which precluded the Respondent from misleading or attempting to mislead others.
- 19.20 The Tribunal found on the balance of probabilities that the Respondent therefore breached Paragraph 1.4 of the Code for Solicitors, RELs and RFLs.

### **Previous Disciplinary Matters**

- 20. The Respondent had no previous disciplinary findings recorded against her.

### **Mitigation**

- 21. The Respondent submitted that she had not knowingly done anything wrong. She had worked hard in each of her roles and gone over and above the requirements of the roles that she was employed in.
- 22. The Respondent maintained that her timesheets had been signed off and that all parties were satisfied with them. The Respondent submitted that a more proportionate way for the firms to have dealt with their concerns would have been to raise them with her as opposed to reporting her to the SRA.
- 23. The Respondent maintained that she had acted transparently as the recruitment agencies were aware of her practising arrangements and therefore all was above board.
- 24. The Respondent submitted that if she had thought what she was doing was wrong she would not have done it and referenced her innate work ethic that allowed her to work multiple roles and long hours.
- 25. The Respondent referred to her medical evidence and invited the tribunal to have regard for her poor health at the material time and the impact that this had had on her.

### **Sanction**

- 26. The Tribunal considered the Guidance Note on Sanction (11th Edition February 2025). and the proper approach to sanctions as set out in *Fuglers and others v SRA* [2014]

EWHC 179. The Tribunal's overriding objective when considering sanction, was the need to maintain public confidence in the integrity of the profession.

27. In determining sanction, the Tribunal's role was to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances. In determining the seriousness of the misconduct, the Tribunal was to consider the Respondents' culpability and harm identified together with the aggravating and mitigating factors that existed.
28. The Tribunal considered that the Respondent had been directly responsible for her actions. The Tribunal found that the Respondent was motivated by financial gain. The period when the Respondent was undertaking simultaneous employment was understood to be an extremely busy period for the conveyancing industry following the lifting of restrictions implemented during the covid pandemic. The Respondent was capitalising on this by actively seeking further employment whilst already permanently employed.
29. The firms relied on the honesty of Respondent in completing her timesheets accurately and conducting herself transparently in relation to her contractual obligations. The Respondent took advantage of these circumstances for financial gain.
30. The Tribunal noted that the firms at which the Respondent worked expressed dissatisfaction with her output and performance, the Respondent was not readily contactable whilst working remotely, clients had complained and unsatisfactory work that ought to have to have been completed by the Respondent (and for which the Respondent was remunerated) was subsequently redone by other members of staff. The reputation of the profession was damaged by the Respondent's actions and the level of harm was high.
31. The extent of the harm that was intended or might reasonably have been foreseen arising from the Respondent's misconduct was clear as she must have known that working fulltime in three roles simultaneously was not feasible and that it was not honest for the Respondent to seek remuneration on that basis.
32. The Respondent's conduct was deliberate and repeated. It had been open to the Respondent to complete the timesheets accurately or to seek approval for her other roles but that would have alerted the firms at which she was employed to the correct position.
33. The Respondent placed blame on others for her actions including the recruitment consultants and the firms at which she was employed. The Respondent demonstrated limited insight regarding her conduct.
34. In considering the Respondent's culpability and the level of harm caused, the Tribunal concluded that seriousness of the Respondent's misconduct was high.
35. The main aggravating feature of the Respondent's conduct was the finding of dishonesty. The Respondent had misled and took unfair advantage of her employers by submitting timesheets and claiming payment for the same hours on the same dates from different firms. The Respondent must have realised that such conduct was a material breach of her professional obligations.

36. The Tribunal noted that the Respondent had a previously unblemished career and carefully scrutinised the medical evidence provided by the Respondent.
37. The Tribunal next considered the purpose for which sanctions are imposed, noting that an important purpose of a sanction is to maintain the reputation of the solicitor's profession (*Bolton v The Law Society* [1994] 1 WLR 512). The Tribunal further determined that the reputation of the profession was undermined in circumstances detailed at Allegations 1.1 and 1.2 above.
38. The Tribunal having determined that the Respondent's conduct was dishonest, observed that a finding of dishonesty would, absent exceptional circumstances, require an order striking the solicitor from the roll.
39. Having considered the authorities, in particular: *Solicitors Regulation Authority v Sharma* [2010] EWHC 2022 (Admin) and *SRA -v James* [2018] EWHC 2058 (Admin), the Tribunal could not find any exceptional circumstances justifying any lesser sanction other than a striking off.
40. The Tribunal found, given the finding of dishonesty against the Respondent, the only appropriate and proportionate sanction was to strike the Respondent off the Roll of solicitors.

### **Costs**

41. Mr Miah applied for costs on behalf of the Applicant and referred the Tribunal to the Applicant's Statement of Costs dated 2 December 2024. The Applicant claimed its cost in the amount of £8,891.50. The Applicant had succeeded in the entirety its case and Mr Miah submitted that the costs claimed were reasonable and proportionate.
42. Mr Miah clarified that although the hearing had required an additional day to conclude no additional costs had been claimed beyond 9 December 2024 as the Respondent was not the cause of that additional hearing time.
43. The Respondent opposed the Applicant's costs application. The Respondent cited impecuniosity and stated that her income had been severely impacted by the SRA investigation and the proceedings before the Tribunal.

### *The Tribunal's Decision*

44. The Tribunal assessed the Applicant's Statement of Costs in detail, guided by reference to Rule 43 of the Solicitors (Disciplinary Proceedings) Rules 2019, and had regard for the conduct of the parties (including the extent to which the Tribunal's directions and time limits imposed had been complied with), whether the amount of time spent on the matter was proportionate and reasonable and whether any or all of the allegations were pursued or defended reasonably.
45. The Applicant's case had succeeded in its entirety and the Tribunal considered that the costs claimed by the Applicant were reasonable and proportionate.

46. The Respondent had provided information pursuant to Rule 43(5) of The Solicitors (Disciplinary Proceedings) Rules 2019 regarding her means. The Tribunal had regard for the Respondent's current circumstances but also considered that it was conceivable and realistic that her financial position would improve in the future.
47. The Tribunal ordered that the Respondent do pay the costs of and incidental to this application and enquiry fixed in the sum of £8,891.50.

**Statement of Full Order**

48. The Tribunal ORDERED that the Respondent, Belinda Owusuah Sarkodie, 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 £8,891.50.

Dated this 22<sup>nd</sup> day of May 2025  
On behalf of the Tribunal

*A. Sprawson*

A. Sprawson  
Solicitor Member