SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974 Case No. 12654-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD Applicant

and

DAVID WILLIAM McDERMOTT Respondent

Before:

Ms T Cullen (Chair)
Mrs L Murphy
Ms L Hawkins

Date of Hearing: 26 March 2025

Appearances

Andrew Bullock, barrister of Solicitors Regulation Authority of The Cube, 199 Wharfside Street, Birmingham, B1 1RN, for the Applicant.

Geoffrey Williams KC of Farrar's Building, Temple, London EC4Y 7BD for the Respondent, who was present.

JUDGMENT

Allegations

1. The allegations against the Respondent, David William McDermott, made by the SRA are that, while in practice as a Director at Michael W Halsall Solicitors Ltd ("the Firm"):

1.1 Between 2015 and 2020 on three client matters he made statements which were apt to lead the clients to believe their personal injury claims had succeeded when he knew or ought to have known they had failed and in doing so thereby:

1.1.1 insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of Principles 2, 4, 5 and 6 of the SRA Principles 2011 ("the 2011 Principles") and failed to achieve Outcome 1.2 of the SRA Code of Conduct. (the Code of Conduct")

1.1.2 insofar as such conduct took place on or after 25 November 2019, acted in breach of Principles 2, 4, 5 and 7 of the SRA 2019 Principles ("the 2019 Principles) and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs. ("the Code for Solicitors)

1.2 Between 3 October 2018 and 14 August 2020 on three client matters without proper valuation, paid money to clients after their claims have failed and in doing so:

1.2.1 insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of Principles 2, 4 and 6 of the SRA Principles 2011 ("the 2011 Principles") and failed to achieve Outcome 1.2 of the SRA Code of Conduct. (the Code of Conduct")

1.2.2 insofar as such conduct took place on or after 25 November 2019, acted in breach of Principles 2, 5 and 7 of the SRA Principles ("the 2019 Principles) and paragraph 3.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs. ("the Code for Solicitors)

In addition, allegation 1.1.1 is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Executive summary

2. It was alleged that the Respondent misled clients in three personal injury cases between 2015 and 2020 by suggesting their failed claims were successful. The Applicant also contended that he improperly paid two clients from the firm's funds after their cases had failed, without proper valuation.

3. The Respondent admitted his conduct Allegation 1.1, which included dishonesty and he accepted that there were no exceptional circumstances and that he would be struck off the Roll of Solicitors. The Respondent denied Allegation 1.2. This Allegation was dismissed following a submission made by Mr Williams at the close of the Applicant's case

Sanction

4. The Respondent was struck off the Roll of Solicitors.

Documents

5. The Tribunal considered all the documents in the case which were contained in the electronic bundle.

Preliminary Matters

6. The Tribunal acceded to the Applicant's application (unopposed) for Allegation 1.2 to be amended to remove the part of the allegation relating to Client AG. It was accepted by the Applicant that payment to AG was made based on a proper valuation based on counsel's advice.

7. Mr Williams confirmed that the remainder of Allegation 1.2 was denied in its entirety by the Respondent.

Factual Background

8. The Respondent is a solicitor having been admitted to the Roll on 1 December 1994. The Respondent commenced employment at the Firm in 1995 and was appointed a Director in 2013. He remained so at the time of the conduct and was also the Compliance Officer for Legal Practice (COLP), which he had been since 2013. He dealt with personal injury work. He was suspended from the Firm on 28 September 2021 and resigned the day after on 29 September 2021. The Firm was purchased on 31 October 2022.

9. The Respondent no longer has a Practising Certificate, but remains on the Roll of Solicitors.

Findings of Fact and Law

10. 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 right 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.

11. The Tribunal had due regard to the following and applied the various tests in its fact-finding exercise:

Dishonesty
The test set out at paragraph 74 of Ivey v Genting Casinos (UK) Ltd t/a Crockfords [2017] UKSC 67.

Integrity
The matters set at paragraphs 97 to 107 of Wingate v SRA [2018] EWCA Civ 366,

No Case to Answer: "The Galbraith Test"

The test is set out at 1042 B-E R-v-Galbraith1981-1-W.L.R.-1039-1981-5-WLUK 173

NOTE: While all the evidence was carefully considered the Tribunal does not refer to each and every piece of the evidence or submissions in its judgment and findings.

12. Allegation 1.1 - Between 2015 and 2020 on three client matters he made statements which were apt to lead the clients to believe their personal injury claims had succeeded when he knew or ought to have known they had failed and in doing so thereby:

1.1.1 insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of Principles 2, 4, 5 and 6 of the SRA Principles 2011 ("the 2011 Principles") and failed to achieve Outcome 1.2 of the SRA Code of Conduct. (the Code of Conduct")

1.1.2 insofar as such conduct took place on or after 25 November 2019, acted in breach of Principles 2, 4, 5 and 7 of the SRA 2019 Principles ("the 2019 Principles) and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs. ("the Code for Solicitors)

Allegation 1.2 - Between 3 October 2018 and 14 August 2020 on three client matters without proper valuation, paid money to clients after their claims have failed and in doing so:

1.2.1 insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of Principles 2, 4 and 6 of the SRA Principles 2011 ("the 2011 Principles") and failed to achieve Outcome 1.2 of the SRA Code of Conduct. (the Code of Conduct")

1.2.2 insofar as such conduct took place on or after 25 November 2019, acted in breach of Principles 2, 5 and 7 of the SRA Principles ("the 2019 Principles) and paragraph 3.2 of the SRA Code of Conduct for Solicitors, RELs and RFLs. ("the Code for Solicitors)

In addition, allegation 1.1.1 is advanced on the basis that the Respondent's conduct was dishonest. Dishonesty is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

The Applicant's Case

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12.1 Mr Bullock acknowledged that the Respondent admitted Allegation 1.1 in full, this included dishonesty. He also acknowledged that Mr Williams had previously given an indication that there were no exceptional circumstances and the only sanction which could be imposed was strike off from the Roll of Solicitors and on this basis he kept his opening remarks brief.

12.2 The allegations stemmed from the Respondent's conduct between 2015 and 2020 in relation to three personal injury client matters. It was contended that the Respondent had misled clients into believing their claims had succeeded when they had failed and improperly paid them money from the firm's office account after the failures.

12.3 It was said that on three separate client matters (CF, PA, and AG), the Respondent allegedly made statements that would lead the clients to believe their personal injury claims were successful, despite knowing or ought to have known they had failed. In the same three client matters, the Respondent was said to have paid money to CF and PA after their claims had failed, without proper valuation of their claims. It was contended his conduct in misleading clients CF, PA and AG between 2015 and November 2019, was dishonest by the standards of ordinary decent people. This was presented as an aggravating feature. His conduct, which included failure to inform clients of the failure of their claims and his subsequent actions was seen as demonstrating a lack of integrity and failure to act in their best interests representing breaches of SRA Principles (both the 2011 and 2019 versions).

Matter of CF

12.4 Claim Failure: The client's personal injury claim, relating to an accident in March 2012, failed due to defective service of court documents in 2015. The Respondent himself noted in a file note dated 29 April 2021: *"This is a case that was being dealt with by NT. Service was defective. We ended up having to pay damages to the client in respect of the claim."* The Firm's report also confirmed, "*the claim failed due to service of the Court documents being defective".*

12.5 Misleading Communication: Despite the claim failing, the Respondent continued to communicate with CF as if the claim was ongoing and successful. Examples include correspondence in 2017, 2018, and 2019 regarding medical evidence and a barrister's review.

12.6 Improper Payment: On or around 14 August 2020, the Respondent paid CF £25,000.00 from the office account. The Firm later stated,

> *"Mr McDermott seems to have picked a figure of £25,000.00, which he believed would recompense you … I cannot confirm whether this sum, agreed between yourself and Mr McDermott, would fully compensate you for your personal injuries and financial loss sustained as a result of the accident in 2012".*

12.7 Firm's Acknowledgement: The Firm informed CF in October 2021 that

> "*your case had failed against the responsible third party, due to our negligence in not effectively serving the Court papers. Mr McDermott had a duty to inform you of this in 2015. He should have also given you the opportunity of taking legal advice in respect of our negligence. He failed to do so."*

Matter of PA

12.8 Claim Failure: Protective proceedings were issued in August 2016, but no further action was taken on the file and, therefore, the client's case would have failed against the Defendant for want of prosecution.

12.9 Misleading Communication: The Respondent continued to communicate with PA as if the claim was proceeding, including discussing a valuation of the claim in July 2018, suggesting a settlement range of £3,750.00 to £3,800.00. He wrote,

> "*our preliminary valuation of your claim is in the region of £3,900.00 …"*

12.10 Improper Payment: On 8 October 2018, the Respondent confirmed to PA that

> *"the sum of £3,800.00 was transferred into your Bank Account in full and final settlement of your claim for damages."*

12.11 Firm's Acknowledgement: The Firm informed PA in October 2021 that

> "*your case would have failed against the Defendant for want of prosecution. …. As stated earlier, Mr McDermott should have informed you that your case had failed and, therefore, you would not be recovering compensation from a third party. He should have given you the opportunity to take independent legal advice. Instead, he has valued your claim himself, and made payment through this company."* However, the firm also noted, *"It is my opinion that the settlement that you received from Mr McDermott is in the brackets of what you would have been awarded by the Court, had your case been assessed at Court. I therefore cannot confirm to you that you have been undercompensated as a result of this company's negligence."*

Matter of AG

12.12 Claim Failure: Part 7 proceedings were issued in April 2017, but the claim was struck out due to a *"failure to book representation for the Case Management Conference"* following a Court Order dated 25 July 2018.

12.13 Misleading Communication: Despite the claim being struck out, the Respondent continued to communicate with AG as if the claim was ongoing, including discussing quantum in November and December 2019, suggesting a settlement figure of around £17,000.00 and later confirming an agreement for a "*balancing compensatory payment of £12,500.00."*

Improper Payment (*withdrawn)*

12.14 Firm's Acknowledgement: The Firm informed AG in October 2021 that

> *"your case had failed against the responsible third party, due to our negligence in not complying with the Court ordered directions in the case. Mr McDermott had a duty to inform you of this … He should have also given*

you the opportunity of taking independent legal advice in respect of our negligence. He failed to do so."

12.15. The Respondent made two self-reports to the SRA on 30 September 2021. He admitted to making payments to two clients when their claims had been struck out without informing them and acknowledged a *"failure to behave with the integrity expected of a solicitor and member of the Legal profession."*

12.16 In a further email on 8 November 2021, he repeated his conduct and expressed regret for his *"lack of frankness."* He accepted that clients should have been updated and offered appropriate advice, stating, *"No meaningful explanation is offered as to why this did not happen".*

Dishonesty (Allegation 1.1.1):

12.17 It was submitted that the Respondent acted dishonestly because he knew:

- The claims had failed due to the firm's negligence.
- The clients were unaware of this failure.
- He was communicating as if the claims were proceeding and had succeeded.
- His correspondence was likely to lead clients to believe their claims were successful and conceal the firm's negligence.

12.18 Ordinary decent people would regard it as dishonest for a solicitor to knowingly make untruthful statements to their clients in order to conceal negligence.

12.19 As to Allegation 1.2 Mr Bullock clarified that the Applicant's case was not that the Respondent *undervalued* the claims, but that the payments were made without a proper valuation. He argued that one could not equate the quantum of the original personal injury claim with the proper valuation of a potential professional negligence claim that arose when the personal injury claims failed due to procedural errors resulting in the ending of the court cases for CF and PA.

12.20 It was important to view Allegation 1.2 within the context of the "false narrative" created by the Respondent set out in Allegation 1.1, admitted by him, where it appeared the claims were ongoing when they were not. Having created this impression Mr Bullock stated that as for the payments, the Respondent had acted in a conflict of interest. The Firm had been *"on the hook"* due to the failed claims, creating a conflict when the Respondent valued and paid clients using office monies (or his own resources in one instance).

12.21 Mr. Bullock referred the Tribunal to paragraph 2.3 of the Applicant's Reply: *"It was not proper for the respondent to rely on his own experience when quantifying the values of the claims which are the subject of the allegation because of the obvious conflict which existed between his own interests and those of our clients."*

12.22 Mr Bullock also referred to an email from the Respondent to the Applicant (dated 8 November 2021) where he acknowledged that the clients should have been offered the opportunity to obtain independent legal advice or valuation by independent counsel, suggesting he, the Respondent, recognised the issue with his approach and in fact apologised for *"lack of frankness."*

12.23 Regarding public interest in pursuing Allegation 1.2, Mr Bullock argued that the Tribunal should sanction on the "full facts" as alleged by the Applicant, even beyond the admitted dishonesty, to protect the reputation of the profession and maintain public trust in the regulatory process.

Respondent's Submission of No Case to Answer on Allegation 1.2

12.24. Mr Williams argued with reference to the Galbraith Test (set out above) that there was no case for the Respondent to answer on Allegation 1.2 based on the strict wording of the allegation: "*without proper valuation paid money to clients after their claims had failed."* (emphasis added). He cited the Oxford English Dictionary definition of "proper" as "correct or accurate" and argued that the Applicant had presented no evidence that the amounts paid were incorrect or inaccurate.

12.25 He countered the Applicant's argument about conflict of interest by stating that there was no specific allegation, as perhaps there should have been, against the Respondent of misconduct due to a conflict of interest. He argued that the Respondent could only be judged on what he had actually been charged with and not on what the Applicant could have charged him with. The Applicant had ample opportunity to seek leave to amend its Rule 12 Statement, but it had not done so.

12.26 Mr Williams criticised paragraphs 49 and 50 of the SRA's Rule 12 statement, arguing they were nonsensical and contained an implied imputation of dishonest undervalue which was not supported by evidence and in the case of AG had been withdrawn. He stressed that the Respondent had provided a sworn statement confirming the accuracy of the payments and the Applicant had not served any evidence in contradiction or rebuttal.

12.27 As to the public interest, Mr Williams argued that the Tribunal's resources were precious and there was no public interest in pursuing Allegation 1.2, especially given the admitted dishonesty on Allegation 1.1 which would inevitably lead to the Respondent being struck off. He suggested the Applicant should not bring cases without a proper basis or public interest.

The Tribunal's Decision

12.28 The Tribunal granted Mr William's application.

12.29 The Tribunal reminded itself of the test set out in *R v Galbraith.*

12.30 The Tribunal considered that the application related not so much to the strength of the evidence *per se* but to an issue of a more fundamental nature arising from the pleading of Allegation 1.2 itself.

12.31 Setting aside arguments as to the dictionary definition of the word 'proper' as used in Allegation 1.2, the Tribunal noted that the Applicant had introduced the concept of 'conflict of interest' into the allegation. This was not something which it had included in the wording of the allegation as set out in the Rule 12 Statement, but it was a concept introduced for the first time at paragraph 2.3 of the Applicant's Reply dated 1 October 2024 (as quoted above).

12.32 The Tribunal noted that the Reply is a document produced to respond to matters set out in the Respondent's Answer. It is not a pleading. If the Respondent had wanted to pursue an allegation raising conflict of interest, then it had been open to it to seek leave to amend the Rule 12 Statement, but it had not.

12.33 The reliance upon an un-pleaded aspect of misconduct had, in the Tribunal's view, introduced an impermissible level of ambiguity into Allegation 1.2. This raised a significant risk of prejudice as the Tribunal could fall into a trap of reading more into the allegation than it could do so legitimately. It was not the role of the Tribunal to read into an allegation, concepts which were not overtly and clearly stated.

12.34 It was for the Applicant to properly plead its case and set out each and every allegation on which it sought to rely, clearly so there could be no doubt on the part, not only of the Respondent, but also on the part of the Tribunal as to what allegations the Respondent was called upon to meet and the Tribunal was being asked to find. It must be in the public interest and the interest of the profession to ensure the allegations are properly pleaded to enable a fair and just hearing to take place.

12.35 As a matter of logic, no evidence whether of a strong or tenuous nature could support an allegation which was in fact not pleaded. On this basis, the Tribunal dismissed Allegation 1.2. This was a decision entirely within the Tribunal's discretion though if it was wrong as to the question of dismissal, then the allegation would fall to be struck out on the basis of ambiguity.

<u>The Respondent's Case</u>

12.36. The Respondent admitted Allegation 1.1 in full.

<u>The Tribunal's Findings</u>

12.37 The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made with respect to Allegation 1.1 including the allegation of dishonesty. In conclusion, the Tribunal found the following proved on the balance of probabilities:

<u>Allegation 1.1 [proved in full]</u>

12.38. Breaches of Principles 2, 4, 5 and 6 of the SRA Principles 2011 ("the 2011 Principles") and failure to achieve Outcome 1.2 of the SRA Code of Conduct (the Code of Conduct") and dishonesty, insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019.

And,

Breaches of Principles 2, 4, 5 and 7 of the SRA 2019 Principles ("the 2019 Principles) and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs and RFLs. ("the Code for Solicitors) insofar as such conduct took place on or after 25 November 2019.

Previous Disciplinary Matters

13. There were no previous findings.

Mitigation

14. Mr Williams accepted on the Respondent's behalf that by reason of his admission to Allegation 1.1 he would certainly be struck off the Roll of Solicitors as there were no exceptional circumstances. The Respondent had anticipated this outcome 3 ½ years ago.

15. Mr Williams wanted it placed on record that the Respondent was, and remains a man of principle. Notwithstanding the finding on Allegation 1.1 he was in all other respects an honest man. He had self-reported and he accepted his misconduct. However, he had rightly contested those matters for which he believed he was not guilty.

16. He had had great experience in quantifying personal injury claims and no client out of the many thousands he had assisted, including the three in the present matter had suffered financial loss. PA, CF and AG had been paid at the higher end of the bands which would have applied had their cases proceeded and been successful at court. He had used his own funds to pay one client.

17. The Respondent had complete insight. He apologised to the Tribunal, the profession and the clients.

18. This had been a sad fall from grace for a talented and experienced solicitor who had represented many people in the appropriate way and within the rules over many years.

Sanction

19. The Tribunal considered the Guidance Note on Sanction (11th Edition June 2022) ("the Sanctions Guidance") and the proper approach to sanctions as set out in Fuglers and others v SRA [2014] EWHC 179. In doing so the Tribunal had to assess the culpability and harm identified together with the aggravating and mitigating factors that existed.

20. Whilst the Tribunal had been told of the Respondent's many good qualities it acknowledged that he had admitted dishonesty. The least a client may expect from their solicitor is that they will not be misinformed by their solicitor and that they will be told the truth by their solicitor. This basic premise forms the bond of trust between solicitor and client and from which all else flows in the solicitor client relationship. In this case, and for reasons which were not entirely clear this had been breached by the Respondent.

21. The Tribunal had listened carefully to the mitigation put forward on the Respondent's behalf, nevertheless it could not dislodge the inherent seriousness of the admitted misconduct and, absent exceptional circumstances, the Tribunal was constrained as to the sanction it should impose.

22. Normally, the Tribunal would a adopt a *'bottom up'* approach and impose the least severe sanction capable of adequately protecting the public from harm. However, dishonesty had been admitted and there were no exceptional circumstances identified which would prevent the imposition of the ultimate sanction. The misconduct was too serious for no order, a reprimand, conditions of practice, a fine or suspension. The only sanction which could be imposed was for the Respondent to be struck off the Roll of Solicitors, nothing less would restore the public's confidence in the profession.

Costs

23. Mr Bullock submitted that as a matter of principle the Applicant was entitled to its proper costs, though with some reduction on the basis that the case had lasted one day and not two and that there should be consequent reduction of preparation fees, for hotel accommodation and other disbursements.

24. Whilst Allegation 1.2 had been dismissed the Applicant had succeeded on its case in relation to Allegation 1.1 which included dishonesty, albeit that the Respondent had made admissions which were accepted by the Tribunal as being properly made. The Applicant had pursued its case in a reasonable and proportionate way and followed all directions. Mr Bullock made the point that the allegations in the Rule 12 Statement had effectively mirrored the allegations set out in the earlier Referral Notice and to which the Respondent had not responded and that throughout his engagement with the process had been limited.

25. The quantum of costs claimed by the Applicant was set out in its itemised statement of costs dated 18 March 2025 in the total sum of £9,483.50. Mr Bullock submitted that this was a reasonable and proportionate sum given a case of this nature, though the Applicant was prepared to reduce its costs, for the reasons set out above to £5,715.

26. Mr Williams submitted that the correct course was for the parties to shoulder their own costs. The Applicant had failed on Allegation 1.2 which had been dismissed on the basis that, as a pleading, it was incurably flawed. The Applicant could, at an earlier stage, have applied to amend the Rule 12 statement but it had not done so.

27. That said, the main point of his argument was that the allegation to which the Respondent had made admissions was a matter he had accepted some 3 ½ years prior. The Respondent had expected to be struck off and advanced no exceptional circumstances. There had been no reason for such delay.

28. Six months before the substantive hearing the Respondent had made attempts to settle the matter by way of an Agreed Outcome but this had been refused by the Applicant which had also prolonged matters unnecessarily. Mr Williams questioned why, in such circumstances, the Respondent should be required to indemnify the Applicant for its own failure and submitted that the Respondent should not be required to do so, and that if the Respondent was ordered to pay the Applicant's costs then there should be a further reduction than that proposed by Mr Bullock.

The Tribunal's Decision on Costs

29. The Tribunal noted that under Rule 43 (1) of The Solicitors (Disciplinary Proceedings) Rules 2019 it has the power 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 may consider reasonable. Such costs are those arising from or ancillary to proceedings before the Tribunal.

30. By Rule 43(4), the Tribunal must first decide *whether* to make an order for costs and when deciding whether to make an order, against which party, and for what amount, the Tribunal must consider all relevant matters such as:

- The parties' conduct.
- Were directions/ deadlines complied with?
- Was the time spent proportionate and reasonable?
- Are the rates and disbursements proportionate and reasonable?
- The paying party's means.

31. The Tribunal found the case had been properly brought by the Applicant and that it had complied with the directions and deadlines set. The Respondent had engaged intermittently and a non-compliance court had been required. The Tribunal also noted the following factors:

- The substantive hearing had taken one day and not two days.
- This had not been a case of legal complexity, and the matters had been straightforward save that Allegation 1.2 had been drafted in an impermissibly flawed way which could not be cured by the trial process.
- The Respondent had made admissions and agreed much of the factual matrix of the case. He had successfully resisted Allegation 1.2.
- The rates at which the Applicant claimed its costs appeared proportionate and reasonable.
- The Respondent had not provided evidence of his means.

32. As usual in dealing with costs applications the Tribunal adopted a 'broad brush' approach to the costs and looked at matters in the round. The Tribunal found that the costs claimed by the Applicant were reasonable and the reduction it had made was a pragmatic and sensible concession on its part. The costs now claimed were akin to the level of costs at issue (£5,143). The Tribunal noted that extra expense had accrued due to the non -compliance hearing which had been required during the course of the Tribunal proceedings.

33. Taking all matters into account it was right for the Respondent to pay the reduced costs claimed by the Respondent, without further reduction.

Statement of Full Order

34. The Tribunal ORDERED that the Respondent, DAVID WILLIAM McDERMOTT, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £5,715.00.

Dated this 11th day of April 2025
On behalf of the Tribunal

T. Cullen

T. Cullen
Chair