

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12598-2024

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

RACHAEL CATHERINE WORTHINGTON
(formerly known as Rachel Catherine Williams)

Respondent

Before:

Mrs C Evans (in the chair)
Ms C Rigby
Mr A Lyon

Date of Hearing: 08 November 2024

Appearances

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

JUDGMENT ON AN AGREED OUTCOME

Allegations

1. The allegations made against Ms Worthington by the Solicitors Regulation Authority (“SRA”) were that, while acting as a solicitor employed by Irwin Mitchell LLP (“the Firm”), she:
 - 1.1 On various dates between around 16 June 2020 and 22 November 2021, while acting for Clients A and B in relation to a probate dispute she knowingly provided false and misleading information to her clients and to Direct Line Insurance Company in that she stated that a claim had been issued at court and provided updates in respect of that claim when she knew that no claim had in fact been issued.
2. On various dates between around 1 June 2021 and 22 November 2021, while acting for clients C and D in relation to a probate dispute, she:
 - 2.1 Knowingly provided false and misleading information to her clients and IDR Law Limited in that she confirmed that a probate claim had been issued when she knew that it had not been issued;
 - 2.2 Failed to make Client C aware of information material to the retainer, namely that the failure to issue the claim had resulted in an adverse costs order.
3. Between around 11 August 2021 and 30 November 2021, while acting for Client E in relation to a probate dispute, she knowingly provided false and misleading information to her client in that she:
 - 3.1 On around 11 August 2021, told Client E that she had written to the probate registry when she had not;
 - 3.2 On around 7 September 2021 and 30 September 2021 told Client E that a probate application had been submitted on time when it had not;
 - 3.3 On around 10 November 2021 and 12 November 2021, when informed by her client that a probate certificate had been issued, denied having received any correspondence from the probate registry when in fact she had received a letter dated 14 September 2021.
4. Between around 4 November 2020 and 30 December 2020, while acting for Client F in relation to a dispute over the validity of a will, she knowingly provided false and misleading information to Client F in that she:
 - 4.1 On around 20 December 2020, informed Client F that proceedings had been served when this was not the case;
 - 4.2 On around 27 November 2020 and 20 December 2020, informed Client F that a defence was due when, as proceedings had not been served, this was not the case;

- 4.3 On around 2 December 2020, informed Client F that an agreement had been reached with the Defendant's solicitor to extend the filing date for the defence when there was no such agreement.
5. In respect of each of the matters set out in paragraphs 1 to 4 above, the Respondent breached:
- 5.1. Any or all of Principles 2, 4 and 5 of the SRA Principles 2019;
- 5.2. Any or all of paragraphs 1.4 and 7.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019 ("the Code of Conduct").
6. Ms Worthington admitted all the allegations, including that her conduct was dishonest in breach of Principle 5 as alleged.

Documents

7. The Tribunal had before it the following documents:-
- Rule 12 Statement and Exhibit MLR1 dated 2 May 2024
 - Respondent's Answer dated 5 June 2024
 - Statement of Agreed Facts and Proposed Outcome dated 8 November 2024

Background

8. Ms Worthington, who was born in 1991, was admitted as a solicitor in September 2018. Between 1 May 2019 and 28 February 2022, she was employed as a solicitor in the Manchester office of the Firm in the Wills, Trusts and Estates Disputes ("WTED") team. During the period when the conduct complained of took place, Ms Worthington was known by her former name of Rachael Williams and was supervised by Person R, a Senior Associate Solicitor employed by the Firm. Ms Worthington did not have a current Practising Certificate.

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

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

Findings of Fact and Law

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

12. The Tribunal considered the Guidance Note on Sanction (10th edition – June 2022). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal noted that as a result of Ms Worthington’s misconduct, clients had suffered financial losses. She had breached the trust placed in her as a solicitor to act in accordance with her clients instructions and to keep them informed of progress on their matters. She had misled client insurers in respect of cases and had sought to cover up the errors that she had made. The Tribunal determined that given the serious nature of Ms Worthington’s misconduct, the only appropriate and proportionate sanction was to strike her off the Roll. The Tribunal found that the proposed sanction was appropriate and thus approved the application for the matter to be dealt with by way of an Agreed Outcome.

Costs

13. The parties agreed costs in the sum of £3,500. This reflected Ms Worthington’s early admission and co-operation. The Tribunal found the agreed sum to be reasonable and proportionate and thus ordered Ms Worthington to pay costs in the agreed amount.

Statement of Full Order

14. The Tribunal ORDERED that the Respondent, RACHAEL CATHERINE WORTHINGTON, solicitor, be STRUCK OFF the Roll of Solicitors and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.00.

Dated this 20th day of December 2024
On behalf of the Tribunal

C Evans

Mrs C Evans
Chair

JUDGMENT FILED WITH THE LAW SOCIETY
20 DECEMBER 2024

**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)
BETWEEN:**

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

**RACHAEL CATHERINE WORTHINGTON
(formerly known as Rachael Catherine Williams)**

Respondent

**STATEMENT OF AGREED FACTS AND
PROPOSED OUTCOME**

1. By an Application made on behalf of the Applicant under rule 12 of the Solicitors (Disciplinary Proceedings) Rules 2019 dated 2 May 2024, the Applicant brought proceedings to the Tribunal making allegations against the Respondent. The Respondent has admitted the allegations and the facts set out in this statement and the parties have agreed a proposed outcome.

Admissions

2. The Respondent, Rachael Catherine Worthington (nee Williams), admits the following allegations:
 - 2.1. On various dates between around 16 June 2020 and 22 November 2021, while acting for Clients A and B in relation to a probate dispute, she knowingly provided false and misleading information to her clients and to Direct Line Insurance Company in that she stated that a claim had been issued at court and provided updates in respect of that claim when she knew that no claim had in fact been issued.

2.2. On various dates between around 1 June 2021 and 22 November 2021, while acting for clients C and D in relation to a probate dispute, she:

2.2.1. Knowingly provided false and misleading information to her clients and IDR Law Limited in that she confirmed that a probate claim had been issued when she knew that it had not been issued;

2.2.2. Failed to make Client C aware of information material to the retainer, namely that the failure to issue the claim had resulted in an adverse costs order.

2.3. Between around 11 August 2021 and 30 November 2021, while acting for Client E in relation to a probate dispute, she knowingly provided false and misleading information to her client in that she:

2.3.1. On around 11 August 2021, told Client E that she had written to the probate registry when she had not;

2.3.2. On around 7 September 2021 and 30 September 2021 told Client E that a probate application had been submitted on time when it had not;

2.3.3. On around 10 November 2021 and 12 November 2021, when informed by her client that a probate certificate had been issued, denied having received any correspondence from the probate registry when in fact she had received a letter dated 14 September 2021.

2.4. Between around 4 November 2020 and 30 December 2020, while acting for Client F in relation to a dispute over the validity of a will, she knowingly provided false and misleading information to Client F in that she:

2.4.1. On around 20 December 2020, informed Client F that proceedings had been served when this was not the case;

2.4.2. On around 27 November 2020 and 20 December 2020, informed Client F that a defence was due when, as proceedings had not been served, this was not the case;

2.4.3. On around 2 December 2020, informed Client F that an agreement had been reached with the Defendant's solicitor to extend the filing date for the defence when there was no such agreement.

2.5. In respect of each of the matters set out in paragraphs 2.1 to 2.4 above, the Respondent breached:

2.5.1. Any or all of Principles 2, 4 and 5 of the SRA Principles 2019;

2.5.2. Any or all of paragraphs 1.4 and 7.11 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019 (“the Code of Conduct”).

Agreed Facts

3. The Parties agree the following facts in support of the Allegations.
4. The Respondent, who was born in 1991, was admitted as a solicitor on 17 September 2018. Between 1 May 2019 and 28 February 2022 she was employed as a solicitor in the Manchester office of Irwin Mitchell (“the Firm”) in the Wills, Trusts and Estates Disputes (“WTED”) team. During the period when the conduct complained of took place, the Respondent was known by her former name of Rachael Williams and was supervised by Person R, a Senior Associate Solicitor employed by the Firm. The Respondent does not have a current Practising Certificate.
5. On 8 December 2021 the SRA received a report from the Firm relating to the Respondent’s conduct. An additional report was received from the Firm dated 1 April 2022. On 22 November 2021, the Respondent had commenced maternity leave. Following telephone calls with Client A on 3 and 7 December 2021, concerns were identified by the Firm about the Respondent’s conduct in relation to Client A’s matter. The Firm’s Senior Audit Officer then conducted an audit of 50 of the Respondent’s files. That audit identified 15 matters of concern, eight of which were identified as having potential conduct issues. Four matters were identified as having serious and persisting conduct issues. These four matters are the subject of the allegations in paragraph 2 above.
6. The SRA also received a report from the Defendant in the Client C/D matter dated 8 February 2023.
7. The Firm invited the Respondent to attend a disciplinary interview on 18 January 2022. On that date the Respondent indicated that she would be unable to attend. She subsequently resigned from the Firm on 28 February 2022.

Allegation 1: Client A and Client B

8. Client A and his step brother, Client B, jointly instructed the Firm in August 2019 in relation to a dispute regarding the estates of Client A's father and step-mother. From October 2019 the matter was funded by legal expenses insurance. The Respondent was responsible for the conduct of the matter. Client A was the Respondent's main contact and provided instructions on the matter.

9. The Firm's investigation identified concerns that the Respondent had:
 - 9.1. Misled Clients A and B regarding the progress of the matter;
 - 9.2. Misled the legal expenses insurance provider, Direct Line, regarding the progress of the matter;
 - 9.3. Failed to save documents relating to the matter on the Firm's case management system.

10. The Respondent made the following statements to Client A:
 - 10.1. On 16 June 2020, she advised that: *We have received an acknowledgment and therefor the next step is to wait for a defence [sic];*
 - 10.2. On 7 July 2020, she advised that the clients' claim had not been accepted and: *"Where it is not possible for the parties to reach agreement, the court is required to set out a timetable for the rest of the case leading up to trial. This will include deadlines to exchange evidence, such as witness statements... I am preparing draft witness statements now...";*
 - 10.3. On 21 October 2020, that a hearing was listed on 29 January 2021 at 11:30am and proposing mediation;
 - 10.4. On 1 February 2021: *"I write by way of update, following the hearing... The judge has encouraged the parties to seek to explore settlement and has therefore imposed an 8 week period in which the parties should try to reach an agreement...";*
 - 10.5. On 5 March 2021, confirming that the judge had encouraged the parties to explore settlement;
 - 10.6. On 29 March 2021: *"... just wanted to let you know that as no settlement has been reached I have submitted draft directions for approval by the judge";*

- 10.7. On 16 April 2021 and 5 May 2021, advising that she had yet to hear back from the court; “...*I am continuing to chase this*”;
 - 10.8. On 9 June 2021, that she was continuing to chase;
 - 10.9. On 1 July 2021: “... *the Court has now finally processed the draft directions... the Court has listed a further hearing to take place ...on 3 September at 2:30pm*”;
 - 10.10. On 19 November 2021 attaching a list of documents for Client A to sign.
11. Each of these statements was inaccurate and misleading. In fact, no claim had been filed at court. The Respondent knew the statements were inaccurate and misleading.
 12. On 11 August 2020, Direct Line wrote to the Firm seeking a response to an earlier letter and requesting a number of documents.
 13. On 6 October 2021, the Respondent emailed Direct Line stating that the information requested in their letter was attached. However, there was no attachment to her email. On 2 November 2020, the Respondent emailed Direct Line again advising that the attachment was being resent. There was no attachment to that email.
 14. On 1 June 2021 the Respondent wrote to Direct Line stating: “*Please find attached the substantive update, though in summary, the claim still enjoys strong prospects above 51% and we are presently awaiting directions*”. There was no attachment to that email. The Respondent sent another email on 12 July 2021 purporting to include the attachment. It also failed to attach any document.
 15. On 9 August 2021, the Respondent wrote to Direct Line stating: “*By way of update, it has not been possible to negotiate a settlement to the claim pre-action. We are presently awaiting a case management hearing from the court*”.
 16. The statements made to Direct Line on 1 June 2021 and 9 August 2021 were inaccurate and misleading in that the Respondent could not have been awaiting directions or a case management hearing as no claim had been filed at court. The Respondent knew these statements were misleading.
 17. The Firm’s investigation confirmed the following:

- 17.1. There was no evidence on the HMCTS online filing system of any record of a claim issued by Clients A and B;
 - 17.2. The Firm's own systems had no record of any court fee being paid;
 - 17.3. The Firm's own systems had no record of any fees being paid to counsel (after March 2020 when counsel was instructed to prepare the Particulars of Claim) as would have been expected if counsel had attended court hearings. Counsel had also confirmed that she had not received any correspondence on the matter after 9 March 2020.
18. The Firm's investigation also found:
- 18.1. Over 100 documents relating to the matter on the Respondent's computer U-Drive or her Outlook inbox which were not saved to the Firm's case management system;
 - 18.2. The matter was not listed by the Respondent on her handover list before she went on maternity leave. The Respondent had also deleted the matter from her monthly supervision list with effect from June 2020;
 - 18.3. The Respondent had deleted an email from Person R dated 14 August 2020. Person R had carried out a file review and stated "*the file essentially looks like it's been inactive since March – I can't work out what's happening on it*".
19. Following discovery of the concerns regarding the Respondent's conduct, the Firm informed Client A of the issues. The Firm has continued to act for Clients A and B and has made an offer of compensation.
20. On 23 November 2022, the Respondent wrote to the SRA. Amongst other things, she admitted that she had lied in relation to this matter and that this was unacceptable.
21. The Respondent admits that, at the time when she made the statements set out in paragraphs 10, 14 and 15 above, she knew that no proceedings had been issued in court. She therefore knew that her statements were untrue. The Respondent admits that her conduct in making those statements was dishonest within the meaning of dishonesty set out by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*. She admits that her conduct breached Principle 4 of the SRA Principles.
22. The Respondent admits that her conduct in making the statements set out in paragraphs 10, 14 and 15 above lacked integrity within the meaning of integrity set out in *Wingate v*

SRA [2018] EWCA Civ 366. She admits that her conduct breached Principle 5 of the SRA Principles.

23. The Respondent admits that her conduct in making the statements set out in paragraphs 10, 14 and 15 above amounted to a breach of the requirement to act in a way which upholds public trust and confidence in the legal profession and the provision of legal services. She admits that her conduct breached Principle 2 of the SRA Principles.
24. The Respondent admits that the statements set out in paragraphs 10,14 and 15 above were untrue and misleading and the Respondent knew they were untrue and misleading. The Respondent therefore admits that she breached paragraph 1.4 of the SRA Code of Conduct which requires solicitors not to mislead or attempt to mislead their clients, the court or others.
25. Paragraph 7.11 of the SRA Code of Conduct requires solicitors to be open and honest with clients if things go wrong. The Respondent had failed to issue a claim on behalf of clients A and B as she had been instructed to do. However, instead of admitting this, and taking steps to put matters right, including informing her managers at the Firm, she misled the clients and Direct Line and failed to tell anyone at the Firm what had happened. The clients were unaware of the true position and instead were led to believe that their case was progressing. The Respondent admits that her conduct breached paragraph 7.11 of the SRA Code of Conduct.

Allegation 2: Client C and Client D

26. Client C and Client D jointly instructed the Firm in relation to a dispute regarding the validity of their father's Will. The Respondent had conduct of the matter. Client C was the Respondent's main contact and provided instructions.
27. The Firm's investigation identified that the Respondent had:
 - 27.1. Misled Client C and third parties regarding the progress of the matter;
 - 27.2. Taken steps on the matter without seeking instructions and not progressed the matter in accordance with those instructions.
28. On 4 May 2021, the solicitors for the Defendant, IDR Law, served a summons and a court order. The order stated that, if a probate claim was not commenced within 28 days (ie by 3 June 2021), the caveats lodged by Clients C and D in respect of the estate would be

discontinued and they would be required to pay the Defendant's costs. These documents were sent by the Respondent to Client C. On 3 June 2021, Client C confirmed instructions to issue the probate claim. However, the Respondent failed to issue the claim.

29. On 4 June 2021, the Respondent emailed Client C stating: "*I have emailed IDR yesterday and confirmed that we will be issuing*". The Respondent failed to state that the deadline for issuing proceedings had passed the previous day.
30. On 9 June 2021, the Respondent emailed the IDR Law with a PDF copy of a letter purportedly dated 3 June 2021. The letter stated that "*we are issuing proceedings and we will affect service of the same in due course*".
31. On 14 June 2021, in response to an enquiry from Client C, the Respondent emailed Client C stating: "*all is fine here... IDR has not responded to the confirmation we are issuing*".
32. On 28 June 2021, IDR Law wrote to the Respondents confirming that, as proceedings had not been issued within the 28 day period, Clients C and D now had a costs order against them for £1,908.50. The Respondent failed to inform Clients C and D of this. Instead, she wrote to Client C on 29 June 2021 stating: "*Once the claim is issued there is a 4 month period in which you are able to formally serve the claim*". This was false and misleading.
33. On 13 July 2021, the Respondent emailed IDR Law stating: "*Proceedings have been issued protectively and will be served in due course*". This was false and misleading and the Respondent knew it was false and misleading. In fact no proceedings had been issued.
34. On 16 July 2021, the Respondent emailed Client C and confirmed that IDR Law had been "*informed we are issuing and will be serving*". The Respondent failed to inform Client C of IDR Law's email of 28 June 2021 confirming Client C's liability for the Defendant's costs.
35. Client C wrote to the Respondent seeking an update on 4 and 11 October 2021 respectively. On 2 November 2021, Client C emailed the Respondent enquiring whether anything needed to be lodged with the court. She asked the Respondent to confirm "*if you have already done whatever we need to do or that it will be done today if necessary*". The Respondent replied on 3 November 2021 confirming: "*We have done what we need to do and have been in touch with IDR*". This was false and misleading and the Respondent knew it was false and misleading.

36. Each of the statements made by the Respondent set out in paragraphs 32 to 35 above was false and misleading. The Respondent knew they were false and misleading. No proceedings were issued by the Respondent on behalf of Clients C and D. Further, the Respondent failed to make Clients C and D aware of the fact that (a) proceedings had not been issued before the deadline of 3 June 2021 or at all and (b) they were liable for the Defendant's costs in the matter.

37. The Firm has confirmed that:

37.1. A grant of probate was obtained by the Defendant in relation to the deceased's estate;

37.2. The matter had not been listed on the Respondent's handover notes when she went on maternity leave. Nor did it appear on the Respondent's monthly supervision listings;

37.3. Client C had understood that her claim had been issued by the deadline of 3 June 2021;

37.4. There was no evidence on the HMCTS online filing system of any record of Client C's and Client D's claim having been issued at court.

37.5. Apart from monthly "grant searches" performed by another fee earner at the Firm, no documents relating to the matter had been saved onto the Firm's case management system between 3 June 2021 to 10 December 2021. The Respondent did not save any of the correspondence between herself and Client C from 3 June 2021 onwards.

38. The Firm informed Client C of the concerns identified in relation to the Respondent and advised her to seek independent legal advice. Compensation was offered. The Firm also ceased to act for Clients C and D due to an own-interest conflict. A report was made to the SRA by the Defendant in the matter.

39. The Respondent admits that, at the time when she made the statements set out in paragraphs 32 to 35 above, she knew that no proceedings had been issued and that none were about to be issued. She led her clients to believe that action was being taken when this was not the case. She also led IDR Law to believe that proceedings had been issued. She knew that her statements were untrue. The Respondent admits that her conduct in making those statements was dishonest within the meaning of dishonesty set out by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*. She admits that her conduct breached Principle 4 of the SRA Principles.

40. The Respondent admits that her conduct in making the statements set out in paragraphs 32 to 35 above lacked integrity within the meaning of integrity set out in *Wingate v SRA [2018] EWCA Civ 366*. She admits that her conduct breached Principle 5 of the SRA Principles.
41. The Respondent admits that her conduct in making the statements set out in paragraphs 32 to 35 above amounted to a breach of the requirement to act in a way which upholds public trust and confidence in the legal profession and the provision of legal services. She admits that her conduct breached Principle 2 of the SRA Principles.
42. The Respondent admits that the statements set out in paragraphs 32 to 35 above were untrue and misleading and the Respondent knew they were untrue and misleading. The Respondent therefore admits that she breached paragraph 1.4 of the SRA Code of Conduct which requires solicitors not to mislead or attempt to mislead their clients, the court or others.
43. Paragraph 7.11 of the SRA Code of Conduct requires solicitors to be open and honest with clients if things go wrong. The Respondent had failed to issue a claim on behalf of clients C and D as she had been instructed to do. She was also made aware of her clients' potential liability for costs as set out in the solicitors' email of 28 June 2021. However, instead of admitting this, and taking steps to put matters right, including informing her managers at the Firm, she misled the clients and failed to tell anyone at the Firm what had happened. The clients were unaware of the true position and instead were led to believe that their case was progressing. The Respondent admits that her conduct breached paragraph 7.11 of the SRA Code of Conduct.

Allegation 3: Client E

44. Client E instructed the Firm in relation to a claim arising out of the failure of a gift of property in her late mother's Will. Client E was co-executor of the Will together with her stepfather who was also the main beneficiary. A professional negligence claim was issued against Timms Solicitors who drafted the Will. Client E was also seeking to negotiate a settlement with her stepfather so as to receive something from the estate and to mitigate her losses. The Respondent was responsible for the conduct of the matter.
45. The Firm's investigation identified that the Respondent had:
- 45.1. Misled Client E and third parties regarding the progress of the matter;

- 45.2. Taken steps on the matter without seeking instructions and not progressed the matter in accordance with those instructions.
46. A caveat was filed to prevent client E's stepfather from obtaining a grant of probate while Client E sought advice regarding her options. On 28 July 2021, the Defendant's Solicitors, served a warning notice on Client E that she must file an appearance at the Probate Registry setting out her interest in the estate or the caveat would be lifted within 14 days, ie by 11 August 2021.
47. On 1 August 2021, Client E instructed the Respondent to prepare an application and summons for a grant of probate as soon as possible: *"I assume this needs to be submitted ASAP as the caveat will be lifted this week?"*.
48. On 5 August 2021, the Respondent wrote to Client E confirming that she would confirm the instructions to proceed with the probate grant to the firm's Tax, Trusts and Estate team. On 11 August 2021, Client E requested an update. The Respondent replied the same day confirming: *"I have however written to the Probate Registry confirming that you are making a summons application. We are just putting the finishing touches to the application and will send this to you for approval tomorrow"*. The Firm found no record of any contact between the Respondent and the Probate Registry on or prior to that date.
49. The Respondent instructed another solicitor at the Firm to prepare documents for submission to the Probate Registry. On 19 August 2021 she emailed Client E a draft witness statement. After receiving Client E's amendments on 20 August 2021 a further version of the statement was sent to Client E on 23 August 2021. The statement was sent to the Probate Registry on 24 August 2021.
50. On 7 September 2021, Client E asked whether the probate application had been submitted. The Respondent replied: *"I have been on annual leave and have just returned. I cannot see that a Grant has been issued, though will contact the probate registry to clarify whilst chasing in relation to the summons"*. In a further email sent on 7 September 2021, the Respondent informed Client E: *"The probate application has been submitted"*. This was untrue. No probate application had been submitted and the Respondent failed to confirm that the deadline for issue of the application had passed.
51. On 14 September 2021, the Probate Registry emailed the paralegal working on the matter to confirm that the caveat over the estate had been lifted on 16 August 2021. The email

also stated: *"If you have made an application for a grant you can contact the relevant department... to check progress."* The paralegal forwarded this email to the Respondent the same day. The Respondent did not inform Client E about this.

52. Client E wrote to the Respondent on 20 September 2021 querying why she had not been asked to sign a probate application, only a witness statement. On 29 September 2021 the Respondent emailed Client E stating: *"We have not yet received a response from the Probate Registry ..."*. This was inaccurate and misleading as the Probate Registry had written to the Respondent/Firm on 14 September 2021.
53. The Respondent wrote again to Client E on 30 September 2021 stating: *"The summons submitted to the Probate Registry is sufficient for the purposes of having the registrar consider the situation"*. This was inaccurate and misleading and the Respondent knew this. The Respondent knew that the Probate Registry had written on 14 September 2021. She did not inform Client E of this. She did not inform her that the application for probate on behalf of Client E had not been submitted. The Respondent failed to inform Client E of the email from the Probate Registry on 14 September 2021.
54. On 10 November 2021, Client E informed the Respondent that probate had been granted to her stepfather and requested a call. On 11 November 2021, the Respondent relied: *"We have not heard anything from the Probate Registry to state the probate has been issued and understood the matter to be with the registrar for consideration..."*. This was inaccurate and misleading and the Respondent knew this. The Respondent failed to inform Client E of the email from the Probate Registry on 14 September 2021.
55. On 12 November 2021, the Respondent emailed Client E stating: *"I have not yet received an explanation from the Probate Registry... we have chased and been advised that the matter was being considered by the Registrar as is the usual process...The probate application was not submitted alongside the statement for speed and in order to keep costs to a minimum ..."*. This was inaccurate and misleading and the Respondent knew this. The Respondent failed to inform the client of the email from the Probate Registry on 14 September 2021.
56. On 19 December 2021, Client E made a formal complaint to the Firm regarding the Respondent's handling of the matter and expressed her concerns regarding the Respondent's failure to issue the probate application in accordance with her instructions.

57. On 5 January 2022, solicitors for the stepfather wrote to the Firm confirming that they had been informed by the Respondent in July 2021 that the summons application was being made and had requested updates in August, September, October and November 2021 without any being provided. The Probate Registry confirmed to the stepfather's solicitors that the caveat had been removed. Probate had been granted to the stepfather. The stepfather's solicitors had therefore understood that Client E had decided not to pursue matters.
58. Client E was informed by the Firm of the concerns identified in relation to the Respondent's conduct and advised to seek independent legal advice. The Firm has offered compensation and is no longer acting for Client E due to an own-interest conflict.
59. The Respondent admits that, at the time when she made the statements set out in paragraphs 50 and 52 to 55 above, she knew that the probate application had not been submitted to the Probate Registry. She knew that an application had not been filed by 11 August 2021. She knew that the Firm did not write to the Probate Registry until 25 August 2021. On 14 September 2021, the Respondent became aware that the caveat had been lifted. She did not inform her client of this. Instead, she told Client E that she had not heard from the Probate Registry. The Respondent knew that her statements were untrue. The Respondent admits that her conduct in making those statements was dishonest within the meaning of dishonesty set out by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*. She admits that her conduct breached Principle 4 of the SRA Principles.
60. The Respondent admits that her conduct set out in paragraphs 50 and 52 to 55 above lacked integrity within the meaning of integrity set out in *Wingate v SRA [2018] EWCA Civ 366*. She admits that she knowingly misled her client. She admits that her conduct breached Principle 5 of the SRA Principles.
61. The Respondent admits that her conduct set out in paragraphs 50 and 52 to 55 above amounted to a breach of the requirement to act in a way which upholds public trust and confidence in the legal profession and the provision of legal services. She admits that her conduct breached Principle 2 of the SRA Principles.
62. The Respondent admits that the statements set out in paragraphs 50 and 52 to 55 above were untrue and misleading and the Respondent knew they were untrue and misleading. The Respondent therefore admits that she breached paragraph 1.4 of the SRA Code of

Conduct which requires solicitors not to mislead or attempt to mislead their clients, the court or others.

63. Paragraph 7.11 of the SRA Code of Conduct requires solicitors to be open and honest with clients if things go wrong. The Respondent had failed to issue an application to the Probate Registry as she had been instructed to do. She failed to inform her client that, as a result of this failure, the caveat had been lifted. Instead she continued to reassure her client that the appropriate steps had been taken and to mislead her by stating that she had not heard from the Probate Registry. The Respondent admits that her conduct breached paragraph 7.11 of the SRA Code of Conduct.

Allegation 4: Client F

64. Client F instructed the Firm in relation to a dispute regarding the validity of her father's Will. Person R was responsible for the conduct of the matter and was assisted by the Respondent. The matter was settled at a mediation on 23 April 2021. However, Client F subsequently expressed dissatisfaction about the terms of the agreement and made a complaint to the Firm.

65. The Firm's investigation identified concerns that the Respondent had:

- 65.1. Misled Client F regarding the steps being taken with her matter;
- 65.2. Taken steps on the matter without seeking client F's instructions and/or not progressed the matter in accordance with her instructions;
- 65.3. Failed to save documents relating to the matter on the Firm's case management system.

66. On 4 November 2020, the Respondent informed Client F that: "*the claim has been submitted for issue so we should be able to serve on [the Defendant] this week*". The claim was issued by the court on 10 November 2020. Client F then asked for confirmation that the claim had been served. The Respondent replied on 11 November 2020. She provided the court reference but did not confirm service.

67. On 18 and 24 November 2020, the Respondent informed Person R that she was waiting for the court to issue the claim. This was not correct as the claim had been issued by the court on 10 November 2020.

68. Client F wrote on 27 November 2020 asking when the Defence was due. On 30 November 2020, the Respondent confirmed that the Defence was “*due on Wednesday*” [1 December 2021]. This was untrue and the Respondent knew it was untrue as the claim had not yet been served on the Defendant.
69. On 2 December 2020 Client F emailed to ask if the defence had been filed and, if so, if the Respondent would send her a copy. The Respondent replied advising that she had agreed an extension for the Defence to be served. That was untrue and the Respondent knew it was untrue. On 6 December Client F wrote to the Respondent confirming her instructions not to agree a further extension of time for the defence.
70. On 18 December 2020, Client F wrote to the Defendant’s solicitors, directly to request information about an insurance policy. She also made reference to the claim and an extension of time for the defence. The Defendant’s solicitors forwarded this to the Respondent, confirming that they had not been served with proceedings or notified of the existence of proceedings. Client F also emailed the Respondent for an update.
71. The Respondent replied to Client F on 20 December 2020 stating: “*I can confirm that your claim has been served and that a response from the Defendants is now due on 15 January... The claim had been issued and I had previously confirmed to you that the claim had been served, though unfortunately I was mistaken and it appears not to have been. This has now been rectified....*” This was untrue and the Respondent knew it was untrue as the proceedings had not been served. In fact, the Respondent emailed the Defendant’s solicitors the following day seeking to serve the proceedings. However, the Defendant’s solicitors wrote on 30 December 2020 to confirm a number of irregularities with the documentation. Compliant service did not take place until 4 January 2021. Thus, the defence was not due until 1 February 2021.
72. On 15 January 2021, Client E emailed the Respondent asking for a copy of the Defence. She also emailed Person R and asked if judgment in default could be applied for. The Respondent emailed Person R on 18 January 2021 and admitted she had not informed Client E about the issues with service of the claim. Person R told her that they should tell Client E that the Defendant’s solicitors were “*being awkward*” rather than admitting the mistake. On 18 January 2021, the Respondent sent a draft email to Client E to Person R for approval which stated: “*The other side solicitors are being difficult and have taken issue with the fact that you did not date the paperwork when it was signed... there is a risk that if we applied for judgment today, the court would agree if they raised this, so in the interest*”

of pushing matters forward and keeping your costs to a minimum, we have dated the Particulars of Claim for you, re-served them, now giving them until 29 January to provide their defence...". This explanation was, and the Respondent knew it was, inaccurate and misleading. However, it is not known if this explanation was communicated to Client F.

73. The Respondent admits that, at the time when she made the statements set out in paragraphs 67 to 69 and 71 above, she knew that the proceedings had not been served and that therefore no defence was due. She failed to tell her client this and instead misled Client F as to the date when the defence was due and that an agreement had been reached to extend the date for service. The Respondent knew that her statements were untrue. The Respondent admits that her conduct in making those statements was dishonest within the meaning of dishonesty set out by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*. She admits that her conduct breached Principle 4 of the SRA Principles.
74. The Respondent admits that her conduct set out in paragraphs 67 to 69 and 71 above lacked integrity within the meaning of integrity set out in *Wingate v SRA [2018] EWCA Civ 366*. She admits that she knowingly misled her client. She admits that her conduct breached Principle 5 of the SRA Principles.
75. The Respondent admits that her conduct set out in paragraphs 67 to 69 and 71 above amounted to a breach of the requirement to act in a way which upholds public trust and confidence in the legal profession and the provision of legal services. She admits that her conduct breached Principle 2 of the SRA Principles.
76. The Respondent admits that the statements set out in paragraphs 67 to 69 and 71 above were untrue and misleading and the Respondent knew they were untrue and misleading. The Respondent therefore admits that she breached paragraph 1.4 of the SRA Code of Conduct which requires solicitors not to mislead or attempt to mislead their clients, the court or others.
77. Paragraph 7.11 of the SRA Code of Conduct requires solicitors to be open and honest with clients if things go wrong. The Respondent had delayed in effecting service of proceedings on behalf of Client F. Proceedings were issued on 10 November 2020 but were not effectively served until 4 January 2021. She did not tell her client about. Instead she misled her client as to the date when the defence was due and that agreement had

been reached with the Defendant's solicitors to extend that date. The Respondent admits that her conduct breached paragraph 7.11 of the SRA Code of Conduct.

Mitigation

78. Paragraphs 79 to 83 are put forward by the Respondent by way of mitigation but its inclusion in this document does not amount to adoption or endorsement of such mitigation by the Applicant:

79. *I am happy to make admissions that I have acted dishonestly and accordingly agree to being struck off. However, whilst I appreciate that it does not alleviate my responsibility, I do wish for it to be noted that I was a newly qualified solicitor when I joined the Firm. Despite this, I was left without adequate supervision. My supervising solicitor was barely available, sometimes as little as an hour a day. I understand that her actions [REDACTED] [REDACTED] are subject to a separate investigation by the SRA. Nonetheless, this situation left me without supervision and, even where it was available, it was not adequate. There were countless times I would ask for support or express that I was struggling, only to be met with nonchalance, a lack of support or guidance.*

80. *Additionally, I was under an inexplicable amount of pressure from my supervising solicitor and / or the firm. I was bullied and forced into a reduction in pay once the pandemic hit, without an associated reduction in a chargeable target and all whilst being told that I was expected to work full time to ensure that I hit targets otherwise I would lose further pay. I made it clear that I did not wish to agree to this, though was threatened that I could be made redundant and if not, my refusal would be 'remembered' in the event I ever wanted to progress. The stress and pressure that I was under resulted in me experiencing serious mental health issues and being suicidal. I broke down in tears on multiple occasions to my supervising solicitor expressing that I could not cope and even searched, whilst pregnant, the least painful method of suicide on my work laptop. Despite this, no help was forthcoming, and I continued to be placed under further pressure, being told that I was not doing enough, and this was being noted and questioned by the managing partner. Much of the work I was being given to complete was my supervising solicitor's, who even contacted me whilst I was in labour in the delivery suite to ask me factual information about her cases as she was not familiar with them. My chargeable target was 125 hours a month.*

At the time of leaving the Firm, I was at 314% of my chargeable target, demonstrating quite how much was being placed on me, resulting in me working 18 hour days and 7 days a week. That time only covers the chargeable hours and does not cover the non-chargeable work that was also expected of me. This included picking up several new enquiries a day, attending networking events, writing articles, publishing blogs, supervising and training other members of the team and other administrative tasks.

81. *It was against this backdrop that I made stupid decisions and, out of desperation, have misled clients. I must reiterate that I did not do this for financial gain, any recognition or to defraud any clients. It was simply desperation as I was out of my depth and floundering. I admitted this at the first opportunity and was told by the Firm that if I resigned that would be the end of everything. I therefore did so and left the profession so that I could move on with my life and try to heal. In all honesty, I was relieved at this as it afforded me a way out, without me needing to kill myself, which until then had felt like my only option to bring the situation to an end.*
82. *The chargeable hours were emailed around the whole team weekly and, looking back and having distance from the situation, I find it quite shocking that nobody in a senior position questioned why or how my chargeable hours were so high or sought to offer support to a newly qualified solicitor clearly being extremely overworked. With the benefit of hindsight, it was a toxic environment and I should have resigned sooner before finding myself in this situation; however at the time my mental health was such that I was not thinking straight, and this did not feel like an option when there was the uncertainty of a global pandemic, and I was pregnant.*
83. *I believed that was the end of the situation, having given the Firm what they had asked of me and having left the profession with no intention of ever returning given my experiences. Despite this, I was then contacted by the SRA 9 months later stating they were investigating my conduct following a referral from the Firm. I was somewhat surprised given I had been told that my resignation would prevent that, though nonetheless, I immediately replied admitting wrongdoing, confirming I had left the profession and asking to be struck off. Regardless of my admissions and offer to accept the sanction now being sought, there was still a 15 month investigation. I co-operated with this at every stage and continually reiterated that I had left the profession before being contacted and would not be returning.*

Proposed Outcome

84. Subject to the approval of the Tribunal, the Respondent agrees:

- 84.1. to be struck off the Roll of Solicitors; and
- 84.2. to pay costs to the Applicant's cost in the agreed amount of £3,500.00, which reflects the Respondent's early admissions and cooperation.

85. In light of the admission to numerous acts of dishonesty, the parties agree and submit that the proposed outcome represents the appropriate resolution of the matter, consistent with the Tribunal's Guidance Note on Sanctions 10th Edition ("the Guidance Note").

86. Paragraph 17 of the Guidance Note states that:

The Tribunal will assess the seriousness of the misconduct in order to determine which sanction to impose. Seriousness is determined by a combination of factors, including:

- *the Respondent's level of culpability for their misconduct*
- *the harm caused by the respondent's misconduct*
- *the existence of any aggravating factors*
- *the existence of any mitigating factors*

87. It is submitted that the Respondent's culpability is high for the following reasons:

- 87.1. The misconduct was motivated by a wish to cover up numerous failures by the Respondent to carry out her clients' instructions;
- 87.2. The misconduct was planned;
- 87.3. The Respondent breached a position of trust in respect of each of the clients affected. They trusted the Respondent, as a solicitor, to carry out their instructions and to accurately inform them about the progress of their matters;
- 87.4. The Respondent had direct control of and responsibility for her acts of misconduct.

88. In respect of harm caused, Clients A-F and the insurers of Clients A and B were misled as to the progress of matters in which the Respondent was instructed. Clients A, B, C, D and E suffered financial loss. Clients C and D incurred a liability for another party's costs. The Firm was required to make an offers of compensation to Clients A to E and was required

to cease acting for Clients C, D and E. It is not known whether Client F suffered any financial loss.

89. The Respondent's misconduct is aggravated by the following matters:

89.1. The conduct was dishonest;

89.2. It was deliberate and repeated;

89.3. It occurred on numerous occasions over a period of approximately seven months.

90. The Respondent's misconduct is mitigated by the matters put forward in paragraph 78 above, which are not adopted or endorsed by the SRA, save that the SRA agrees that the Respondent has made admissions at an early stage and has cooperated fully with it.

91. The Guidance Note states:

A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2020] EWHC 2022 (Admin)).

92. It is agreed by the parties that no exceptional circumstances exist in this case to warrant a lesser sanction.

93. In the circumstances, it is submitted that the proposed outcome of a Strike-Off is the appropriate outcome in this case.

Signed by the parties:

The Respondent:

Date:

For and on behalf of the Applicant:

Date: