

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12705-2024

**BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD.

Applicant

and

ALEJANDRO EMILIO VERDU HARO

Respondent

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Before:

Mr E Nally (in the chair)

Mr J Johnston

Dr S Bown

Date of Hearing: 26 June 2025

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**Appearances**

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

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**JUDGMENT ON AN AGREED OUTCOME**

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## Allegations

1. The allegations against Mr Haro, made by the SRA, were that, while in practice as a Solicitor at Buckles Solicitors LLP ("the Firm"):
  - 1.1 Between 15 February 2017 and 18 June 2020 he made statements in correspondence to Client A and/or Client B ("his clients"), which he knew or ought to have known were misleading, regarding the status of their claim against Anfi Sales S.L and Anfi Resorts S.L. ("his clients' claim") and in doing so: breached any or all of:
    - 1.1.1 Insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principles 2, 4 and 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome O (1.1) of the SRA Code of Conduct 2011 ("the 2011 Code").
    - 1.1.2 Insofar as such conduct took place on or after 25 November 2019, acted in breach of any or all of Principles 2, 4, 5, and 7 of the SRA Principles 2019 ("the 2019 Principles") and paragraph 1.4 of the SRA Code of Conduct for Solicitors 2019 ("the 2019 Code").
  - 1.2 In a letter dated 28 July 2017 to the defendant in his clients' claim, he stated that his clients' claim against the defendant was with the Court pending processing and serving on the defendant, which was misleading and which he knew or ought to have known was misleading, and in doing so acted in breach of any or all of Principles 2 and 6 of the 2011 Principles and Outcome O(11.1) of the 2011 Code.
2. In addition, insofar as such conduct in Allegation 1.1 took place after 6 October 2011, but before 25 November 2019, that allegation was advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of Mr Haro's misconduct but was not an essential ingredient in proving the allegation. For the avoidance of doubt, insofar as the conduct in Allegation 1.1 took place on or after 25 November 2019, dishonesty was alleged under Principle 4 of the SRA Principles.
3. Allegation 1.2 was advanced on the basis that Mr Haro's conduct was dishonest. Dishonesty was alleged as an aggravating feature of Mr Haro's misconduct but was not an essential ingredient in proving the allegation.
4. Mr Haro admitted the allegations in full, save that he did not admit that his actions were dishonest before 2018. Mr Haro admits dishonesty in respect of the emails sent to Clients A and/or B from 2018 onwards.
5. In the circumstances of this case, having particular regard to the admissions made, the Applicant did not consider it proportionate to pursue the dishonesty allegations in respect of any matters before 2018. The Applicant therefore sought leave to withdraw the allegation of dishonesty as an aggravating factor in relation to Allegation 1.1 where it was alleged in relation to any email sent in 2017 and to withdraw dishonesty as an aggravating factor in relation to Allegation 1.2.

6. The Tribunal determined that it was contrary to the interests of justice to refuse the application to withdraw dishonesty, given the admissions made by Mr Haro, and the agreed proposed sanction. Accordingly, the application to withdraw dishonesty for matters that had taken place prior to 2018 was granted.

### **Documents**

7. The Tribunal had before it the following documents:-
  - Rule 12 Statement and Exhibit JW1
  - Respondent's Answer
  - Statement of Agreed Facts and Proposed Outcome

### **Background**

8. Mr Haro, who was born in 1968, was a solicitor in England and Wales and an Abogado in Spain. He was admitted to the Roll in England and Wales on 1 August 2011. At the material time he was a manager in the International Department at Buckles Solicitors LLP. As at November 2024, he held an unconditional Practising Certificate.
9. The conduct in this matter came to the attention of the SRA on 19 January 2022 when the COLP of the Firm made a report to the SRA in relation to the handling of a client matter by Mr Haro following receipt of a complaint about Mr Haro from Client A and Client B, dated 6 January 2022. In summary, the allegations related to Mr Haro's conduct of a case in which the claimants, his clients, were based in the United Kingdom and the defendant was based in Spain.

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

10. The parties invited the Tribunal to deal with the Allegations against Mr Haro 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**

11. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under section 6 of the Human Rights Act 1998, to act in a manner which was compatible with Mr Haro's rights to a fair trial and to respect for his private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
12. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that Mr Haro's admissions were properly made.
13. The Tribunal considered the Guidance Note on Sanction (11<sup>th</sup> edition – February 2025). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed. The Tribunal determined that given the misconduct included dishonesty with deliberate, calculated and repeated misconduct continuing over a period of time, the only appropriate and proportionate sanction in

order to protect the public and the reputation of the profession, was to strike Mr Haro off the Roll of Solicitors. Accordingly, the Tribunal approved the sanction proposed by the parties.

### **Costs**

14. The parties agreed costs in the sum of £20,000. The Tribunal considered the costs to be reasonable and proportionate. Accordingly, the Tribunal ordered Mr Haro to pay costs in the agreed sum.

### **Statement of Full Order**

15. The Tribunal Ordered that the Respondent, ALEJANDRO EMILIO VERDU HARO of 40 Hambleton Road, PE9 2RY solicitor, be STRUCK OFF the Roll of Solicitors and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £20,000.00.

Dated this 10<sup>th</sup> day of July 2025  
On behalf of the Tribunal

*E. Nally*

E Nally  
Chair



**BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL**

Case No:

**IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)**

**AND IN THE MATTER OF:**

**SOLICITORS REGULATION AUTHORITY LIMITED**

Applicant

and

**ALEJANDRO EMILIO VERDU HARO**

Respondent

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**STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME**

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By its application dated 6 November 2024 and the statement made pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 ("the Rule 12 Statement") which accompanied that application, as amended on 31 January 2025, the Solicitors Regulation Authority Limited ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal, making two allegations of misconduct against the Respondent, Alejandro Emilio Verdu Haro.

**The allegations**

1. The allegations against the Respondent, made by the SRA are that, while in practice as a Solicitor at Buckles Solicitors LLP ("the Firm"):

1.1 Between 15 February 2017 and 18 June 2020 he made statements in correspondence to Client A and/or Client B ("his clients"), which he knew or ought to have known were misleading, regarding the status of their claim against Anfi Sales S.L and Anfi Resorts S.L. ("his clients' claim") and in doing so: breached any or all of:

1.1.1 Insofar as such conduct took place on or after 6 October 2011 but before 25 November 2019, acted in breach of any or all of Principles

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2, 4 and 6 of the SRA Principles 2011 ("the 2011 Principles") and Outcome O (1.1) of the SRA Code of Conduct 2011 ("the 2011 Code").

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

1.2 In a letter dated 28 July 2017 to the defendant in his clients' claim, he stated that his clients' claim against the defendant was with the Court pending processing and serving on the defendant, which was misleading and which he knew or ought to have known was misleading, and in doing so acted in breach of any or all of Principles 2 and 6 of the 2011 Principles and Outcome O(11.1) of the 2011 Code. :

2. In addition, insofar as such conduct in Allegation 1.1 took place after 6 October 2011, but before 25 November 2019, that allegation was advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of the Respondent's misconduct but was not an essential ingredient in proving the allegation. For the avoidance of doubt, insofar as the conduct in Allegation 1.1 took place on or after 25 November 2019, dishonesty was alleged under Principle 4 of the SRA Principles.
3. Allegation 1.2 was advanced on the basis that the Respondent's conduct was dishonest. Dishonesty was alleged as an aggravating feature of the Respondent's misconduct but was not an essential ingredient in proving the allegation.

**Agreed Facts**

4. The Respondent admits the allegations in full, save that he does not admit that his actions were dishonest before 2018. The Respondent admits dishonesty in respect of the emails sent to Clients A and/or B from 2018 onwards, listed at paragraph 49 below.
5. In the circumstances of this case, having particular regard to the admissions made, the Applicant does not consider it proportionate to pursue the dishonesty allegations in respect of any matters before 2018. The Applicant therefore seeks leave to withdraw the allegation of dishonesty as an aggravating factor in relation to Allegation 1.1 where it was alleged in relation to any email sent in 2017 and to withdraw dishonesty as an aggravating factor in relation to Allegation 1.2.

Professional Details

6. The First Respondent, who was born on 1 November 1968, is a solicitor in England and Wales and an Abogado in Spain. He was admitted to the Roll in England and Wales on 1 August 2011. At the material time he was a manager in the International Department at Buckles Solicitors LLP. The Respondent is currently employed at Whirlpool UK Appliances Limited. The Respondent holds a current Practising Certificate free from conditions.

**The facts and matters relied upon in support of the allegation**

**Background**

7. The conduct in this matter came to the attention of the SRA on 19 January 2022 when the COLP of the Firm made a report to the SRA in relation to the handling of a client matter by the Respondent following receipt of a complaint about the Respondent from Client A and Client B, dated 6 January 2022.
8. The alleged conduct occurred between approximately 15 February 2017 and 18 June 2020. Full details of the Firm's investigation of the clients' complaint are set out in the witness statement of Laurence Howland, the Firm's Director of Risk and Compliance, dated 4 December 2023.
9. In summary, the Allegations relate to the Respondent's conduct of a case in which the claimants, his clients, were based in the United Kingdom and the defendant was based in Spain.

**Allegation 1.1 - emails to Clients A and B**

10. Clients A and B instructed the Firm to act for them in relation to a time share contract which they had entered into with Anfi Sales S.L in Spain ("the defendant"). These instructions were confirmed in a client care letter dated 21 January 2016. The Respondent had conduct of the matter.
11. A letter before action was sent to the defendants on 5 May 2016. This was re-issued on 16 June 2016.
12. On 14 February 2017, the Clients asked the Respondent for an update. On 15 February 2017 the Respondent wrote the following:

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*"In [sic] confirm that we have no [sic] received any further communications from Anfi and no offer has been made to settle this matter by an of the parties. Your claim is now at the Court in Las Palmas, expecting to be processed and served on Anfi. This usually takes 2 to 6 months to be achieved, so it should not take much longer until we hear from the Court in Spain. I will note the file to provide you with an update every 3 months if no [sic] relevant is due earlier on. If you hear from Anfi direct during this period, please let me know as soon as you possibly can."*

13. The claim had not been filed at the Court. The claim was not submitted to the Court until 28 December 2020.

14. On 20 March 2017, Virginia Lopez-Sanchez, a consultant with the Firm based in Spain, contacted Margarita Gonzalez, a Procurador, to inform her that the Firm wished to collaborate with Ms Gonzalez in the proceedings. A Procurador liaises between lawyers, clients and Courts in Spain and the appointment of a Procurador is necessary in most legal proceedings in Spain.

15. On 28 July 2017 the Respondent wrote to the defendant. This is the letter that is the subject of Allegation 1.2. The letter of 28 July 2017 stated that:

*"... our client's claim is now with the Court of Las Palmas pending processing and service on to your company".*

16. On 7 October 2017 Client A emailed the Respondent asking for an update.

17. On 11 October 2017 the Respondent replied and enclosed a copy of the letter he had sent to the defendant dated 28 July 2017, and which is the basis of Allegation 1.2. In his letter to the clients dated 11 October 2017, the Respondent enclosed a copy of his letter to the defendants dated 28 July 2017 and wrote the following:

*"You[sic] Court matter is still waiting for the service of the claim to Anfi. This should happen shortly but we have been informed that there is a considerable back log in the Court that deals with your matter and they cannot give us a precise idea as to when the service will be done."*

18. The Respondent further stated:

*"I now [sic] it is frustrating the length of this process, but unfortunately these delays are rather usual in Spanish litigation proceedings."*

19. On 18 October 2017 Client A replied to the Respondent, asking for a timeline of when each stage in the case had been reached to date. In that email Client A stated

that she understood it was difficult to predict when the Spanish Court would deal with the matter. Client A also asked for a case number, the length of the backlog, a time estimate and whether a Spanish representative had been engaged to progress the claim. In his response to Client A the same day, the Respondent wrote:

*"We are expecting to have some news from the Court shortly. As I also explained in the attached email, we have appointed a professional known as ?Procurador? [sic] in Spain, who is a similar figure to a Court Clerk but with more responsibilities. Court proceedings in Spain require the intervention of a Procurador who represents the parties before the Court. The Procurador visits the Court on a daily basis and requests updates at our request. I have asked our Procurador to check with the Court how long we should wait until the claim has been processed and the service on Anfi has been arranged. Once we know which Court will be dealing with your matter, we will be able to obtain a more accurate idea of timings that we should expect until Judgment is obtained."*

20. The Procurador had not been appointed at this stage. Ms Gonzalez was appointed on or around 9 November 2017, after Ms Lopez-Sanchez chased up her email of 20 March 2017.

21. On 16 June 2018, Client A emailed the Respondent asking for an update. In that email she asked for the case number and a time estimate. The Respondent replied to Client A on 20 June 2018 to say that he was preparing a report on the case and would let Client A have the same shortly.

22. On 2 August 2018 Clients A and B emailed the Respondent asking for a further update, having not received the information requested in June. The Respondent replied the same day and wrote:

*"There is no Court case number yet. I have found some issues with your claim as a result of a development in the Case Law from the Spanish Supreme Court and I am [sic] the process to sort it out , hence my offer to provide you with a report about your matter".*

23. On 10 August 2018 the Respondent sent a further email to the Clients. Within that email he wrote the following:

*"Further to the advice above, during the process of filling [sic] your claim we were made aware that there had been some developments in the interpretation by the Spanish Courts of the topic related to the timeshare contracts, and this change of*

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*interpretation line created some issues in relation to the prospect of success of your claim."*

*"All of the above has caused a considerable delay in the usual slow pace of the proceedings in Spain. We are now however much more confident that the Case Law has been unified and the prospect of success of your claim."*

*"As you may be aware, August is a non-working month for the Spanish Civil Courts. However, we have been assured that your claim should be allocated to a Court in October the latest, and the process should then gain some momentum."*

24. On 3 April 2019 Client A emailed the Respondent asking for a further update. Within that email Client A wrote:

*"We instructed yourselves some time ago to take this case on for us. We were aware you would instruct a solicitor in Spain and were prepared for a long wait. But we are dismayed that we still have not even been allocated a case number, indicating to us that the Spanish solicitor has not entered into the court yet?"*

*"Please can you give a progress update, as we are becoming alarmed that we read about cases being heard that were entered at later dates than when we first approached yourselves to represent us."*

25. On 4 April 2019 the Respondent replied and wrote the following:

*"...we have heard that the Court in Spain should give us a definitive court case and the process for service to Anfi in the following weeks. I know it is extremely frustrating, but we have been insisting for this matter to start having some positive result as soon as possible."*

26. On 30 May 2019 the Respondent met the Clients. The Respondent's note of the meeting records the following:

*"[Clients A and B] asked me why it was taking so long for the Court to process their claim. I explained that we had to recover the Claim since there was a change of Law which could adversely affect their Claim. This caused long delay."*

27. On 18 September 2019 and 4 October 2019, the Clients emailed the Respondent asking for further updates. The Respondent replied on 4 October 2019 and stated that he was out of the office and would provide "a full report of the situation of your matter at my return next week".

28. After a further email from the Clients on 17 October 2019, the Respondent replied on 18 October 2019 and wrote:

*"Further to our meeting on 30 May, I contacted our appointed agent in the Court in the Canary Islands and requested an update. The agent did not come back to me and on 20 June we served a notice that we would change the representation in this matter. I am now in contact with a different Court Agent (Procurador) who has advised that there are many matter [sic] against Anfi which are in similar situation to yours and have been delayed for years."*

29. There had been no communication with a new Procurador and no change of representation.

30. On 2 January 2020, the Respondent wrote to Client A, following emails from Client A on 18 October 2019 and 12 November 2010 and 2 January 2020, all asking for an update. In his email, the Respondent wrote that the cost estimate remained as set out in the engagement letter "...as we have commenced legal proceedings on your behalf". The Respondent further wrote:

*"We are still waiting for the Court to process your claim and we will come back to you as soon as we have some news and we are provided with the a [sic] court case number."*

31. On 9 January 2020, the clients replied to the Respondent. Within that email they wrote:

*"Although we were informed and fully expected the process to take a period of time, we are obviously very disappointed that 4 years later you still cannot give us any evidence that our case has been accepted at court or has been accepted by a presiding judge for review."*

*"Please supply us evidence of our claim status by February 7<sup>th</sup> 2020 [sic] from the newly appointed Court Agent."*

32. On 11 February 2020, Client A emailed the Respondent asking for an update. In particular, she asked whether the "new representative in Spain has moved our case into the Court list?".

33. The Respondent replied on 17 February 2020. In that email he wrote the following:

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*"I have been informed by our Court Agent in Las Palmas that we should know which Court is dealing with your claim next week and I will be able to contact direct and obtain an accurate timescale."*

34. On 3 March 2020 Ms Lopez-Sanchez sent the signed proceedings to Ms Gonzalez.

35. On 6 March 2020 the Respondent emailed Ms Gonzalez and wrote:

*"If you have not yet filed our claim, please do not do so until we give you instructions next week".*

36. On 9 March 2020 Ms Lopez-Sanchez emailed the Respondent asking him what he had found. The Respondent replied the same day and wrote:

*"???nothing. I'm in contact with another firm that handles similar matters to this one and they're going to take a look at it."*

37. On 18 June 2020, following emails chasing for an update, the Respondent emailed Client A. In that email he wrote:

*"As far as your matter is concerned, due to the current Covid 19 Pandemic, Spanish Courts have ceased temporarily and are progressively coming back to certain normality with considerable limitations. This is expected to cause a greater delay in the processing of any Court applications."*

38. On 7 July 2020, Ms Gonzalez emailed the Respondent and Ms Lopez -Sanchez and said:

*"The latest news I got from you, before the state of alarm, was that a claim would not be made until further instructions, but I still do not have any. Please let me know if I should make one or not."*

39. On 8 July 2020 Ms Lopez-Sanchez sent a further email to the Respondent, on the same thread as the email of 7 July 2020. The Respondent replied to Ms Lopez-Sanchez in this email thread and wrote:

*"Not yet. We will decide when you receive the digital certificate."*

40. On 23 December 2020, Ms Lopez-Sanchez emailed Ms Gonzalez, copying in the Respondent, asking Ms Gonzalez to file the claim.

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41. Having been submitted to the court on 28 December 2020, the claim was issued on 5 May 2021. On 7 May 2021 the Respondent informed the Clients that the Court in Spain had processed their claim.
42. On 12 October 2021 Client A informed the Respondent that the defendant had gone into liquidation.
43. On 15 November 2021 there was a preliminary hearing in the matter and on 18 April 2022 the final hearing took place. Clients A and B were successful and obtained judgment against the defendant. On 2 November 2022, the Firm notified the SRA that Clients A and B had been successful and had obtained judgment against the defendant. As the Defendant was now bankrupt, the Firm had compensated Clients A and B for the full value of the judgment and taken on the risk of some or all of the money not being recovered.
44. On 6 January 2022 Client A and B lodged a formal complaint with the Firm in respect of the Respondent.
45. On 21 January 2022 a meeting took place at the Firm between the Respondent and Duncan Jackson, COLP and Laurence Howland, Director of Risk and Compliance. Within the note of the meeting, which the Respondent accepts is an accurate record of his position, the following is recorded:

*"In February 2017 the clients requested an update. An email to the clients stated "your claim is now in the Court in Las Palmas, expecting to be processed and served on Anfi". Alex [the Respondent] said he did not remember sending this and he may have confused the matter with something else. At the time they were in the process to submit the claim. He is shocked that it was said – he might have been thinking they were in the process to do it and he didn't mean to say what he did. The process of filing the claim involves several steps such as translating documents and getting the claim signed by the Procurador – he doesn't recall if it was ready to be sent. DJ asked if the statement he made wasn't correct – Alex agreed that his statement wasn't correct and he really regrets it. He reiterated he might have been confusing it with another matter."*

*"In October 2017 the clients emailed asking various questions. Alex replied saying that the Procurador was visiting the court daily and obtaining updates. Alex agreed this was not correct. He was aware and trying to repair the situation, but the situation got very complicated and what it was thought to be a straightforward case it was [sic] much more difficult and complex than expected."*

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*“There is a reference in an email on 18 October 2019 to changing the Procurador, who was referred to by Alex when communicating with the clients as their Court representative. It was not true that he had taken steps to change the Procurador. He had tried to find another law firm in Spain to deal with the case, should the clients wished [sic] to change representation and as he felt it was not advisable to file the case as it was. He was looking for new representation, but nobody was appointed – Alex confirmed that what he had looked for at the time was a new law firm, not a new Procurador. He had spoken to someone he knew at a Spanish firm, JLC, based also in the UK but it did not go much further.”*

*“In the email of the 17 February 2020 Alex stated to the clients that the court was dealing with their claim. Alex confirmed this was not correct. At this point we had information on what fees needed to be paid to the Procuradora Margarita, these were not court fees but money on account which had been requested.”*

*“DJ stated that some of the correspondence had been misleading to the clients and Alex replied that’s right. DJ asked why it had happened. Alex said there was no way to justify it at all, he fully regretted all what has happened in this matter. Since starting at Buckles in 2014, the growth of the team has been rapid, from 3 to 11 members of staff in the International department that Alex heads. At one stage he had 500 matters on from a Spanish bank, in many of which he was heavily involved, he was stressed personally, he got scared and thought this situation could lead to wrong consequences. He thought at all time [sic] that it would be sorted out shortly, he could apologise to the clients and carry on. He got caught up in the situation and couldn’t get out without damaging everyone. The intention was never to hide things. He posted everything in SOS, all the evidence is there, nothing has been taken away. He was stressed at the time, couldn’t see a way to sort it out. He knows it is not acceptable, knows the consequences and is prepared for it will [sic] have to happen now.”*

*“At the meeting on 30 May 2017 [corrected to read 30 May 2019] he didn’t tell the clients that proceedings had not been issued. It was his intention to tell the truth to the clients in that meeting, but he did not do it at the end. DJ asked if he ever corrected that and Alex replied not to the clients. He had also said there were issues with the court representative – that was not true.”*

46. On 15 April 2022, the Respondent resigned from the Firm.

## **Breaches of Principles and the Code of Conduct**

### Principle 4/Dishonesty as an aggravating feature

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47. The Applicant relies upon the test for dishonesty stated by the Supreme Court in *Ivey v Genting Casinos [2017] UKSC 67*, which applies to all forms of legal proceedings, namely that the person has acted dishonestly by the ordinary standards of reasonable and honest people:

48. *“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.”*

49. The Respondent’s conduct in sending the following emails was dishonest:

- 49.1 10 August 2018 (dishonesty as aggravating feature)
- 49.2 4 April 2019 (dishonesty as aggravating feature)
- 49.3 18 October 2019 (dishonesty as aggravating feature)
- 49.4 2 January 2020 (Principle 4)
- 49.5 17 February 2020 (Principle 4)
- 49.6 18 June 2020 (Principle 4)

50. The Respondent knew or believed the following matters when sending the emails from 10 August 2018 onwards:

50.1 By 10 August 2018 the Respondent had been personally provided with draft proceedings by Ms Lopez Sanchez (on 13 November 2017) and had received two requests for updates from the Clients (on 16 June 2018 and 2 August 2018) addressed to the Respondent personally.

50.2 In his email to the Clients on 10 August 2018, the Respondent did not correct any of the previous statements that he had made in his correspondence. The Respondent again attached a copy of his letter of 22 March 2016, which he would have needed to access the file to obtain. The Respondent’s email of 10 August 2018 makes detailed references to the terms of the clients’ contract with the defendant. This is information that the Respondent would have needed to access the file in order to obtain. Again, doing so would have reminded the

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Respondent that he had not lodged the claim with the Court. The Respondent therefore knew that his email to the Clients on 10 August 2018 was misleading. From this point, the Respondent's state of knowledge continued to develop and accumulate.

- 50.3 By 4 April 2019, the Respondent was aware that the Clients were becoming concerned about the slow progress of the matter as this was evident from their email of 3 April 2019. The Respondent stated in his email of 4 April 2019 that "*we have heard*" from the Court in Spain. There was no evidence on file to support such a statement as the Respondent could not have heard from the Court in Spain, in circumstances where the claim had not been lodged. The Respondent therefore must have known that his email to the Clients on 4 April 2019 was misleading.
- 50.4 By 18 October 2019 the Respondent had held a meeting with Clients on 30 May 2019 to discuss the case. The Respondent's note of that meeting recounted a detailed discussion of changes to the law that might affect the Clients' claim. This would have required the Respondent to be familiar with the Clients' case and would have served as a reminder to him that the claim had not been lodged with the Court. This meeting had been a further opportunity to correct his previous inaccurate statements, and he had not done so. The Respondent had emailed the Clients on 4 October 2019 and referred to the meeting on 30 May 2019 and the preparation of a "*full report*". The email to the Clients on 18 October 2019 referred to contact with the "*appointed agent*" in the Canary Islands. He also referred to having served notice of a change of representation. The Respondent specifically stated that this had taken place on 20 June 2019. The Respondent would have known that this was untrue as he had not filed such a notice and never did so at any stage in the case. The email of 18 October 2019 did not correct any of the previous correspondence that contained misleading statements. The Respondent therefore must have known that his email to the Clients on 18 October 2019 was misleading.
- 50.5 By the time the Respondent emailed Client A on 2 January 2020, he had received an email from Client A specifically referencing the new representative in Spain. This was an opportunity for the Respondent to correct his email of 18 October 2019. He did not do so. The Respondent did not correct any of the misleading information previously provided to the Clients. Instead, he reiterated that he was waiting for the Court to process the claim. The Respondent therefore knew that his email to the Clients on 2 January 2020 was misleading.
- 50.6 By 17 February 2020 the Respondent remained aware of the matters referred to above. In his email of that date to Client A, the Respondent stated that he

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had been informed by the Court agent that they should know which Court was dealing with the matter the following week, even though the matter had not been lodged. The Respondent could therefore not have been informed of this information by the Court agent. The Respondent therefore knew that his email of 17 February 2020 was misleading.

50.7 By 18 June 2020 the Respondent remained aware of the matters referred to above. Further, he had, on 6 March 2020, asked for the claim not to be filed if it had not already been so. In his email of 18 June 2020 to the Clients, the Respondent told the Clients that the delay was due to the Court being closed, when in fact the delay was because the claim had not been lodged and any Court closure was irrelevant. The Respondent therefore knew that his email of 18 June 2020 was misleading.

51. The Respondent's state of knowledge at the time he sent the emails listed at paragraph 49 above can also be inferred by his conduct subsequently. As the case progressed, and correspondence continued between the Respondent and the Clients, he continued to take no steps to correct the misleading statements he had made previously. The Respondent was copied into the email asking Ms Gonzalez to file the claim on 23 December 2020 and he did not express any surprise or contact the clients at that point to correct his previous statements. This is consistent with the Respondent having known he was making misleading statements at the time he had made them.

52. The Respondent's conduct would be considered dishonest by the standards of ordinary, decent people. The Respondent had personal conduct of the file and had corresponded directly with the clients. Instead of being truthful with them that the claim had not been filed, the Respondent provided them with a wholly misleading picture of the matter. In some instances, the misleading statements were specific, for example, the reference to the claim being at the Court in Spain. In other instances, he allowed the Clients to continue operating under a misapprehension of the circumstances, which he had created and had not corrected. The public would expect a solicitor to be entirely accurate and open with clients about the progress of their claim. By making statements in correspondence to his clients about the status of their claim from 2018 onwards, which were untrue and misleading, the Respondent had acted dishonestly by the standards of ordinary decent people.

Principle 5 SRA Principles 2019/Principle 2 of the Principles 2011 (integrity)

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53. The Respondent's actions amounted to a failure to act with integrity (i.e. with moral soundness, rectitude and steady adherence to an ethical code) in breach of Principle 5 of the SRA Principles. In *Wingate v Solicitors Regulation Authority v Malins [2018] EWCA Civ 366*, it was said that integrity connotes adherence to the ethical standards of one's own profession.
54. In his interview with the Firm, the Respondent accepted that his emails to the clients had not been accurate and had contained incorrect information. The Respondent was under a duty to be completely accurate with his Clients about the progress of their claim. Instead, on numerous occasions he provided misleading information to the clients and allowed them to operate under the misapprehension of the circumstances, which he had created. A solicitor acting with integrity would not have told the clients that the claim was with the Court in Spain when no claim had been filed and would not have allowed their clients to be under the misapprehension for over three years that a claim had been filed. A solicitor acting with integrity would have corrected this and would not have continued to make statements, which were untrue and therefore misleading in correspondence on repeated occasions over that period.
55. The Respondent had numerous opportunities to correct the position, either in correspondence or at the personal meeting he held with the clients. The Respondent did not do this and instead allowed the clients to labour under the misapprehension that their claim was being held up due to delays in the Spanish Court system, by changes to Spanish law or by a shortcoming with the Procurador, none of which were the reason for the delays.
56. The Respondent misled the clients, not only about the case being lodged at the Court in Spain but also about the Procurador's appointment and possible replacement.
57. The Respondent therefore breached Principle 2 of the 2011 Principles and/or Principle 5 of the 2019 Principles. Further in the response to the Notice, the Respondent admits that he has breached these Principles.

Principle 2 SRA Principles 2019/Principle 6 of the Principles 2011 (maintaining trust)

58. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. The trust that the public places in solicitors, and in the provision of legal services, depends upon the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth. Solicitors are required to discharge their

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professional duties with integrity, probity and trustworthiness. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in circumstances where a solicitor repeatedly provides misleading information to clients over an extended period of time and takes no corrective action. The Respondent therefore breached Principle 6 of the 2011 Principles and/or Principle 2 of the 2019 Principles.

Principle 4 (2011 Code) and/or Principle 7 (2019 Code) (acting in best interests of each client)

59. It was not in the best interests of the clients to mislead them about the progress of their case. Doing so deprived the clients of key pieces of information and provided them with misleading information. This meant that the clients were unable to make an informed decision about their case. Had the clients been made aware that the case had not been lodged at the Court in Spain before December 2020 it would have been open to them, if they wished to, to change representation to ensure the claim was lodged.

60. As a result of the delays in lodging the claim, which the clients were unaware of, by the time it was lodged, the defendants were close to liquidation. This created a risk that the clients, even if successful in the claim, would not receive the money to which they were entitled. The firm compensated the clients for the full value of the judgment because the defendants had become bankrupt. Had the firm not done so, the clients may not have any compensation. Accordingly, the Respondent breached Principle 4 of the 2011 Principles and Principle 7 of the 2019 Principles.

Outcome O(1.1) of 2011 Code

61. The Respondent's obligation to treat the clients fairly was not discharged, in circumstances where he provided misleading information to them. The Respondent therefore failed to achieve Outcome O(1.1) of the 2011 Code.

**Allegation 1.2 – letter to the defendant dated 28 July 2017**

62. On 28 July 2017 the Respondent wrote to the defendant. Within that letter he wrote the following:

*"We did not receive any response to our letter and our clients' claim is now with the Court of Las Palmas pending processing and service on your company."*

63. As described above, the claim was not with the Court and was not lodged with the Court until 28 December 2020.

## **Breaches of the Principles and the Codes of Conduct in relation to Allegation 1.2**

### Principle 2

64. The SRA relies on the *Wingate* test for integrity set out at paragraph 53 above.
65. The Respondent's actions amount to a failure to act with integrity in that he failed to act with moral soundness, rectitude and a steady adherence to an ethical code. The Respondent had previously told his clients that the claim was with the Court in Las Palmas expecting to be processed and served on the defendant. The reference in the letter of 28 July 2017 was misleading as the claim had not been lodged at the Court in Las Palmas or any other Court in Spain. The claim was not lodged for another three years. By stating to the defendant that the claim had been lodged, the Respondent gave a misleading picture as to the stage the dispute had reached. Any decisions taken by the defendant in their approach to the case could have been coloured by the misleading contents of the letter of 28 July 2017.
66. Despite having had multiple opportunities over the following years to correct his letter, the Respondent did not do so.
67. A solicitor acting with integrity would not send a letter to a defendant stating that their client's claim was with the Court pending processing and service on a defendant in contemplated litigation when no claim had been filed with the Court. The Respondent ought to have known that this statement was likely to mislead in these circumstances. The Respondent therefore breached Principle 2 of the 2011 Principles.

### Principle 6

68. The conduct alleged also amounted to a breach by the Respondent of the requirement to behave in a way which maintains the trust placed by the public in them and in the provision of legal services. The trust that the public places in solicitors, and in the provision of legal services, depends upon the reputation of the solicitors' profession as one in which every member, of whatever standing, may be trusted to the ends of the earth. Solicitors are required to discharge their professional duties with integrity, probity and trustworthiness. Public confidence in the Respondent, in solicitors and in the provision of legal services is likely to be undermined in circumstances where a solicitor provides misleading information in a letter to an opponent in anticipated litigation. The Respondent therefore breached Principle 6.

Outcome O(11.1)

69. As a solicitor, the Respondent was in a trusted position, such that the recipient of a letter from him would be entitled to assume that the contents were truthful and accurate. The letter of 28 July 2017 was sent to the defendant directly and not to a legal representative. As no claim had been filed with the Court, it could not be pending processing and service on the defendant. This statement was untrue and misleading. The defendant may not have had legal expertise to deal with such a letter and so the potential reliance on it as being truthful and accurate may have been higher. By providing information to the defendant that was untrue and misleading, the Respondent took unfair advantage of the defendant because of the weight that was likely be attached to a letter from a solicitor. The Respondent therefore failed to achieve Outcome O(11.1) of the 2011 Code.

Non-Agreed Mitigation

70. The Respondent advances the following points by way of mitigation but their inclusion in this document does not amount to acceptance or endorsement of such points by the SRA.

70.1 It is uncontested that the Respondent has been dealing with matters trusted by clients for 31 years, first in Spain and since 2007 in the UK. The Respondent's decision to move to the UK permanently followed a sizeable number of successful professional achievements. However, this undoubted success caused the Respondent to pay a considerable price in personal and health terms. Living and working in a language that was not the Respondent's mother tongue, in a very different culture and surrounded by a considerable number of added difficulties to be resolved in a very competitive environment, did not prevent the Respondent being trusted and receiving high recognition by his colleagues, clients and even competitors.

70.2 The Respondent deeply regrets his behaviour in the case where the allegations took place. Nevertheless, it is the Respondent's firm belief that he was constantly thinking of protecting his clients and acting in their best interest, even if it might be hard to believe in the context of the allegations. Often clients believe that Litigation has an only way to end, and this must be for them to win their case, at little or, if possible, no cost to them. In this case, the Respondent believes that the clients were not ready to understand the risks they were facing of their claim being unsuccessful, and that an order as to cost against them could be

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following that negative outcome. And also, the Respondent was aware, based in his long experience as a Lawyer, that there was a clear chance that, even if a favourable judgement was obtained, it might have not been able to be enforced because the defendant could file for administration or liquidation due to the immense number of claims that the defendant had received as a result of a Case Law by the Spanish Supreme Court. This was explained by the Respondent to the clients in the meetings and correspondence with them.

- 70.3 The Respondent was aware of some Spanish Law firms and recovery companies, some of them of questionable reputation and standards, which were advertising quick and effective solutions to Timeshare victims, as the customer in the case instructed to the Respondent were, to resolve their situation in an amicable or through Court proceedings, in most of the cases promising unrealistic expectations to their clients. The clients in this matter were constantly mentioning firms of this nature, and the Respondent believed that the clients were at risk of falling into a dangerous trap.
- 70.4 The Respondent has provided evidence during the investigation started by the SRA, which shows that the Respondent was dealing with a large number of matters of high value, both transactional and litigated, worth millions of pounds' worth on some occasions. Nevertheless, the Respondent was ready to explore the possibility of assisting clients like in this matter with a relatively low value claim, barely £25,000, being aware of the difficulties of offering the clients a reasonable cost to a matter that, as litigated matters often do, could get more complicated than initially expected. After a deeper consideration of the Spanish Supreme Court case law on timeshare, and the study of a substantial number of Judgements, the Respondent concluded that these clients had some solid merits to win their case.
- 70.5 After several months since the instructions in this matter, at some point in 2018, and several pieces of work completed by himself personally, the Respondent realised that some of the information provided to the clients about their matter was related to a different file of similar scope, and rather than alarming the clients by disclosing his error, in a moment of lack of judgement, the Respondent decided to act in what the Respondent believed was his clients' best interest and look for a favourable outcome to their claim, considering every single angle and risk, even when the clients did not wish to acknowledge that their claim could lead to a pyrrhic victory.

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- 70.6 During an extremely busy period of the Respondent's professional time at the relevant Law firm, these client's case was dealt with by the Respondent together with over 500 claims on behalf of Spanish Bank in British Courts, together with a considerable number of other matters, both acting for commercial and private clients, in the most varied areas of Spanish and English Law. None of these clients had any negative experience with the Respondent and, to the contrary, the Respondent was constantly praised for his dedication and high professional and personal values.
- 70.7 The Respondent has always admitted that he was solely responsible for not asking for help and that in a situation like the present, due to the unmanageable caseload he had undertaken to deal with, failed to meet the standards required by clients in this matter. The Respondent had always in his mind that, whatever the outcome in these clients' case, he would be prepared to face the financial consequences of the clients having any loss as a result of not managing the matter as he was under the obligation to do. That was his intention then and this has been reiterated to his fellow partners in the Law firm, who indemnified the clients, and from whom he has not received anything else than support and sympathy, as it has been proven by the numerous character references that they were prepared to provide during the investigation by the SRA.
- 70.8 Solicitors are human beings, with their weaknesses, their fears, and an enormous amount of pressure to keep the almost impossible balance between their obligations to their clients and to their Law firm, the Law profession credibility and standards, and their personal careers. As human beings, the Respondent believes that solicitors often find themselves in the perfect environment to make a wrong decision. It is not morally acceptable, the Respondent thinks, that people who are more skilled to hide or justify their wrongdoings, get away with the reproachable behaviour. The Respondent has always been thinking first of his clients' best interest as a priority and protecting himself in second instance.
- 70.9 As a last reflection, it is a paradox that it is a fact that could be easily proved that these clients could have ended with a judgement in their favour which was extremely costly and uncertain to enforce, due to the defendant filing for administration and who in 2019, prior to the insolvency proceedings, was already failing to be able to pay the final

judgements passed against them, and with a costly Legal cost bill from the Respondent's Law firm, and due to the behaviour of the Respondent in this matter, they have received full satisfaction of their claim. It is also paradoxical, that the Respondent admits dishonesty and the necessary consequence of being struck off from the role of solicitor of the Superior Courts of England and Wales, whilst dealing with a matter of his original Jurisdiction and willing at all moments to protect his clients from malpractice by some reckless and questionable Spanish Law firms.

71. The Respondent wish to profusely apologise one more time to the clients in this matter, the Law firm and the SRA for his behaviour, which was totally out of character as demonstrated by his otherwise unblemished career.

### **Proposed Sanction**

72. The parties submit that the appropriate sanction in this matter is that the Respondent be struck-off the Roll of solicitors.

### **Explanation why such an order would be in accordance with the Tribunal's Guidance Note on Sanction (11<sup>th</sup> edition)**

73. The following culpability factors apply:

- 73.1 The Respondent's actions were not spontaneous as he knew, from 2018 onwards, that he was not being truthful with his clients.
- 73.2 The Respondent was in a position of trust to the extent that his clients trusted him to give them truthful and accurate information about the state of their claim.
- 73.3 The Respondent had direct control and responsibility for the circumstances giving rise to the misconduct.
- 73.4 The Respondent was an experienced solicitor, having been admitted to the Roll in 2011.

74. The following harm factors apply:

- 74.1 There is always harm caused to the reputation of the profession when a solicitor lacks integrity and acts dishonestly.
- 74.2 The potential harm caused to Clients A and B was that they could have lost the opportunity to seek alternative representation, which they could have done had they know that the Respondent had not lodged the case in Spain.

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74.3 There was actual harm caused to the Firm, which compensated Clients A and B and took on the risk that it would not recover the monies, following the bankruptcy of the Defendant. This may have been avoided if the Clients had been made aware of the fact that the claim had not been lodged as I would have been open to them to secure alternative representation. This could have resulted in judgment being obtained and enforced before the Defendant went bankrupt.

75. The following aggravating factors are present in this matter:

75.1 There was dishonesty in relation to the emails sent to Clients A and/or B from 2018 onwards.

75.2 The misconduct was deliberate, calculated and repeated.

75.3 The misconduct continued over a number of years.

75.4 The Respondent knew from 2018 onwards, and ought to have known before then, that he was in material breach of his obligations.

76. The following mitigating factors are present in this matter:

76.1 The misconduct includes dishonesty in respect of the emails sent from 2018 onwards to the clients.

76.2 The misconduct, although repeated, was confined to one matter in an otherwise unblemished career and there were no conduct concerns raised following a review of a selection of the Respondent's other matters.

76.3 The Respondent apologised at an early stage.

76.5 The Respondent made extensive admissions at an early stage and fully co-operated with the SRA in its investigation of the matter.

77. The Guidance Note on Sanction states at paragraph 28 that:

*"Some of the most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin))."*

78. There are no exceptional circumstances advanced in this case. The parties are satisfied that the proposed outcome satisfies the public interest and represents an appropriate resolution of the matter. The fair and proportionate sanction is that the Respondent is struck-off the Roll of solicitors.

**Costs**

79. The parties agree that the Respondent will pay a contribution to the Applicant's costs in this matter fixed in the sum of £20,000.00.

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Dated: 23 June 2025

Jonathan White, Legal Director, Blake Morgan LLP on behalf of the Solicitors  
Regulation Authority Limited.

Respondent in the  proceedings.

Dated: 23/06/2025