

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12758-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

KATE JANE AUSTEN

Respondent

Before:

Mr M. N. Millin (in the chair)

Mrs L Nabou

Ms E Keen

Date of Consideration: 11 March 2026

Appearances

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

JUDGMENT ON AGREED OUTCOME

Allegations

1. The allegation against the Respondent, made by the SRA, is that whilst in practice as a Consultant Solicitor at Dunn & Baker (“the Firm”):
 - 1.1. On 20 January 2023, sent three emails to Client A, any, or all of which, taken individually or collectively, were oppressive and/or inappropriate, in that they threatened that:
 - 1.1.1. The Firm would issue an application for an injunction if Client A did not confirm in writing that she had withdrawn any complaints made.
 - 1.1.2. The Firm would issue an application for an injunction to prohibit Client A from making or continuing with any complaint to the Legal Ombudsman (“LeO”) and / or the SRA in breach of the Settlement Agreement of 16 September 2022 (“the Settlement Agreement”).
 - 1.1.3. If Client A breached the injunction, she would be held in contempt of Court and would be liable to imprisonment and payment of the Firm’s costs.
 - 1.1.4. If Client A applied to the Courts for a determination of the Settlement Agreement, her challenge would fail and the Firm would seek their costs of defending such a claim from her.

and by doing so, breached any or all of:

 - 1.1.5. Principles 2 and 5 of the SRA Principles 2019 (“the Principles”).

and

 - 1.1.6 Paragraph 7.5 of the SRA Code of Conduct for Solicitors (“the Code”), RELs and RFLs 2019.

Admissions

2. The Respondent admitted all the allegations.

Documents

3. The Tribunal had, amongst other things, the following documents before it: -
 - The Form of Application dated 6 March 2026.
 - Rule 12 Statement and exhibit TW1 dated 28 April 2025.
 - Statement of Agreed Facts and Proposed Outcome dated 9 March 2026.

Background

4. The Respondent is a solicitor having been admitted to the Roll on 3 September 2012. Until approximately 2023, the Respondent was a consultant Solicitor at the Firm,

dealing primarily with civil litigation matters, as well as the Firm's debt recovery matters.

5. The allegations concerned three emails drafted and sent by the Respondent to Client A on 20 January 2023, timed at 10:01, 11:33 and 12:15 respectively ("the Three Emails"). The Respondent's intent in respect of the Three Emails, the content of which was oppressive and inappropriate, was to intimidate Client A into not making a complaint to and/or withdrawing a complaint that had been made to the SRA and LeO, by threatening that Client A would face meritless claims and exaggerated consequences.
6. Client A was a client of the Firm from 18 April 2018 to around May 2020, during which time she engaged Fee Earner A of the Firm in respect of her divorce. Following the conclusion of the divorce proceedings, Firm A submitted a bill for its fees to Client A, in the sum of £34,187.95. Client A declined to pay the same and made a complaint to the Firm regarding Fee Earner A's conduct of the matter.
7. The Firm initiated litigation to recover the debt they alleged Client A owed to them by way of unpaid fees. The Respondent conducted the debt recovery proceedings on behalf of the Firm. Following a mediation process, Client A and Firm A reached an agreement to settle and conclude the debt recovery litigation, which included Client A's agreement to pay £25,000 of the fees she had originally been asked by the Firm to pay by way of its fees ("the Settlement Agreement").
8. At 10:01 on 20 January 2023, the Respondent sent the following email¹ to Client A:

"I write further to your email below.

I take a number of issues at the assertion that you were coerced or placed under any form of undue influence to sign the Settlement Agreement. The Settlement Agreement was negotiated as part of the mediation entered into by the parties in good faith. You also had the benefit of a mediator who could explain the contents of the Settlement Agreement to you. I would also remind you that the Settlement Agreement settled all matters between the parties. Therefore, even if you have found "new evidence", you have already settled those original allegations.

I also do not understand the purpose of your email below or what you hope to achieve. However, unless you withdraw any complaint you have allegedly made and confirm in writing that you (1) have withdrawn any complaint and (2) will abide by the terms of the Settlement agreement by 4pm on 20 January 2023 (today), we will not hesitate to issue an application for an injunction to prohibit you from making or continuing with any complaint to the legal ombudsman or the SRA in breach of the Settlement Agreement, together with an order that if you breach the injunction you will be in contempt of court and will be liable to be imprisoned and payment of our costs.

¹ Email 1 of 3

For the avoidance of doubt, I have no doubt that we will succeed in the dismissal of any complaint, however as you have already agreed that all matters have been settled it is not necessary to waste further resources.

I look forward to hearing from you by 4pm today”.

At 10:54 on 20 January 2023, Client A sent the following email to the Respondent:

“I strongly disagree with your version of the events. I was bullied and blackmailed into signing the gagging order. You made strong and serious threats of detrimental Court action and with horrendous costs that would follow if I did not sign it there and then. That is how it happened”.

At 11:33 on 20 January 2023, the Respondent sent the following email² to Client A:

“I write further to your email below.

I attach the email trail in relation to the settlement agreement which includes my discussions with the mediator [Person A]. The draft settlement agreement was sent to you at 2:19pm during the mediation for your consideration in Word format (my email to you attached). You then continued your discussions with the mediator, [Person A] (including discussions on how to sign it by downloading Acrobat – as evidenced in the attached email trail). I was asked by [Person A] to send a pdf version of the settlement agreement as all had been approved (which I did at 3:01pm (email attached)) and you returned the signed version to me at 3:20pm.

As is clearly shown, there was absolutely no “bull[ying] and blackmail[ing]” whatsoever. You were sent the Settlement Agreement for your consideration, and you signed it in that format.

My position remains that unless by 4pm today you confirm in writing that you (1) have withdrawn any complaint and (2) will abide by the terms of the Settlement agreement, we will not hesitate to issue an application for an injunction to prohibit you from making or continuing with any complaint to the legal ombudsman or the SRA in breach of the Settlement Agreement.

For the avoidance of doubt, even if (which is absolutely denied) you could challenge the validity of the Settlement Agreement, your recourse is not to breach the Settlement Agreement and make complaints as you have allegedly done, but to make an application to Court for a determination on the validity of the Settlement Agreement. I will put you on notice that such a challenge will fail, and we will seek our costs of defending such a claim from you.

For the further avoidance of doubt, I will not hesitate to show this communication to the Court, not limited to the issue of costs”.

At 11:45 on 20 January 2023, Client A sent the following email to the Respondent:

² Email 2 of 3

“I still disagree emphatically with you. That is not how it happened. I do not accept your version of the events”.

At 12:15 on 20 January 2023, the Respondent sent the following email³ to Client A:

“As I have said in my email below, if you dispute the validity of the Settlement Agreement your recourse is to ask the Court to determine the validity of the Settlement Agreement.

Please confirm that you (1) have withdrawn any complaint you have made and (2) will abide by the terms of the Settlement agreement, until such time as the Court may determine the validity of the Settlement Agreement”.

9. The Respondent admitted that she had drafted and sent the three emails to Client A and acknowledged that they were received and read. It was further admitted that the three emails formed part of a chain of communications between the Respondent and Client A.
10. The Respondent also admitted that the content of each of the Three Emails was oppressive and inappropriate, in that they threatened that the Firm would issue an application for an injunction if Client A did not confirm in writing that she had withdrawn any complaints made; that the Firm would issue an application for an injunction to prohibit Client A from making or continuing with any complaint to the SRA and/or LeO; that, if Client A breached the injunction, she would be held in contempt of court and liable to imprisonment and payment of the Firm’s costs; and that, if Client A applied to the court for a determination of the settlement agreement, her challenge would fail and the Firm would seek its costs of defending such a claim from her.
11. It was also admitted by the Respondent that the Three Emails were intimidating in tone because they threatened serious consequences if Client A pursued her complaints to regulatory bodies. While imprisonment may be a potential consequence of non-compliance with an injunction, it was far from an inevitable or inexorable result at the stage when the emails were sent.
12. The emails also imposed excessively short deadlines for Client A to respond, asked her to take steps that were not within her control, and stated that her recourse was not to breach the Settlement Agreement and make complaints, but to apply to the court for a determination of the validity of the Settlement Agreement. The emails further stated that any such challenge would fail and that the Firm would seek the costs of defending such a claim from her. In particular, as the SRA is a regulator rather than a complaints body, it is not possible to withdraw a complaint to the SRA once made; rather, it is for the SRA to decide how to respond to it.
13. The Respondent admitted that her intent in sending the three emails was to intimidate Client A into not making a complaint, or into withdrawing any complaint that had been made to the SRA and/or LeO. She further admitted that she sent emails to Client A which reflected an abusive approach to litigation, including threatening meritless claims and asserting consequences adverse to Client A which were exaggerated and neither

³Email 3 of 3

inevitable nor inexorable. It was agreed that such conduct fell entirely within the scope of that which the SRA has sought to prevent in its Guidance on Conduct in Disputes.

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

14. The parties invited the Tribunal to deal with the allegations against the Respondent 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 (11th Edition / February 2025).

Findings of Fact and Law

15. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under Section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's 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.
16. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
17. The Tribunal considered the Guidance Note on Sanction (11th edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
18. The misconduct involved the intimidation of Client A, the Respondent's underlying motivation being to dissuade her from making a complaint to the SRA and/or LeO. The Respondent had admitted a lack of integrity and in those circumstances the Tribunal assessed the Respondent's level of culpability as high. The material communications formed part of a concerted effort by an experienced solicitor engaging directly with a member of the public and amounted to an abusive threat of litigation.
19. The misconduct carried a risk of harm, in that it had the potential to prevent Client A from making a complaint and thereby obstructing effective regulatory oversight. Given the Respondent's intent, the risk of harm was clearly foreseeable. Moreover, the Respondent's actions adversely affected the wider reputation of the legal profession.
20. The Tribunal noted that the Respondent had made full admissions and had cooperated with her regulator. The misconduct represented an isolated lapse in an otherwise unblemished professional career. The Respondent expressed remorse for the impact of her actions and demonstrated insight into how the misconduct had arisen, as well as how the risks of repetition could be effectively mitigated in the future.
21. The Tribunal considered that the proposed sanction, namely that the Respondent be suspended from practice for a period of 12 months, together with a Restriction Order specifying that she may only work as a solicitor in employment approved by the SRA, appropriately reflected the seriousness of the Respondent's misconduct.

22. In all the circumstances, the Tribunal therefore accepted that the sanction (as set out in its order below) was reasonable and proportionate, serving to mark the seriousness of the misconduct, protected the public, and maintained the reputation of the profession.
23. The Tribunal emphasised that this case serves as a stark reminder to the profession of the importance of remaining measured in their communications, particularly when corresponding with members of the public, and of ensuring that they have regard for their professional and regulatory obligations whilst communicating in the course of litigation.

Costs

24. The parties had agreed that the Respondent should pay costs in the sum of £25,000.00. The Tribunal considered the Applicant's costs schedule and determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

Statement of Full Order

25. The Tribunal ORDERED that the Respondent, KATE JANE AUSTEN, solicitor, be SUSPENDED from practice as a solicitor for a period of 12 months to commence on 11 March 2026, and the Respondent will be subject to a Restriction Order imposing conditions on practice set out below. The Tribunal further ORDERED that the Respondent pay the Applicant's costs of and incidental to this application and enquiry fixed in the sum of £25,000.00.
- 25.1 Upon the expiry of the fixed term of suspension referred to above, the Respondent shall be subject to conditions imposed by the Tribunal for a period of 24 months as follows:

The Respondent may not:

- 25.1.1 Work as a solicitor other than in employment approved by the Solicitors Regulation Authority Ltd.

DATED AND FILED WITH THE LAW SOCIETY

This 31st day of March 2026

On behalf of the Tribunal

M. N. Millin

M. N. Millin
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL

Case No: 12758-2025

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

KATE JANE AUSTEN

Respondent

**STATEMENT OF AGREED FACTS
AND PROPOSED OUTCOME (“AOP”)**

By its application dated 28 April 2025, which included a statement (“the Rule 12 Statement”) pursuant to Rule 12(2) of the Solicitors (Disciplinary Proceedings) Rules 2019 (“the SDPR”), the Solicitors Regulation Authority Limited (“the SRA”) brought proceedings before the Solicitors Disciplinary Tribunal (“the Tribunal”) against Ms Kate Jane Austen (“the Respondent”).

The allegation

1. The allegation against the Respondent, made by the SRA, is that whilst in practice as a Consultant Solicitor at Dunn & Baker (“the Firm”):

1.1. On 20 January 2023, sent three emails to Client A, any or all of which, taken individually or collectively, were oppressive and/or inappropriate, in that they threatened that:

1.1.1. The Firm would issue an application for an injunction if Client A did not confirm in writing that she had withdrawn any complaints made;

1.1.2. The Firm would issue an application for an injunction to prohibit Client A from making or continuing with any complaint to the

Sensitivity: General

Legal Ombudsman (“LeO”) and / or the SRA in breach of the Settlement Agreement of 16 September 2022 (“the Settlement Agreement”);

1.1.3. If Client A breached the injunction, she would be held in contempt of Court and would be liable to imprisonment and payment of the Firm’s costs;

1.1.4. If Client A applied to the Courts for a determination of the Settlement Agreement, her challenge would fail and the Firm would seek their costs of defending such a claim from her;

and by doing so, breached any or all of:

1.1.5. Principles 2 and 5 of the SRA Principles 2019 (“the Principles”);
and

1.1.6. Paragraph 7.5 of the SRA Code of Conduct for Solicitors (“the Code”), RELs and RFLs 2019.

Appendix

2. At Appendix A of this AOP is an Anonymisation Schedule.

Admissions, applications and sanction

3. The Respondent, who is represented in these proceedings by Stepnsons Solicitors LLP, admits the allegations set out at paragraph 1 of this AOP, on the factual basis set out in paragraphs 8 to 21 of this AOP. The Respondent admits she breached principles 2 and 5 of the Principles, and paragraph 7.5 of the Code.

4. The Respondent accepts, by way of sanction, that she should be suspended from practice for the period of 12 months, and that suspension should commence upon the day the Tribunal make an Order, in accordance with this AOP, to conclude these proceedings. The Respondent further accepts that she should be made the subject of a Restriction Order, for the period of 24 months, to commence upon the

day after the Suspension Order concludes, stating that *“The Respondent may not work as a solicitor other than in employment approved by the SRA”*. The parties agree and submit to the Tribunal that the aforementioned Suspension Order and Restriction Order, are in accordance with the Tribunal’s Guidance Note on Sanctions (11th edition, February 2025) (*“the Guidance Note on Sanctions”*).

5. The Respondent has agreed to pay the sum of £25,000 towards the Applicant’s costs, and thus the parties seek an Order from the Tribunal ordering payment of the same.
6. The parties agree, and jointly seek a Direction from the Tribunal, in accordance with Rule 35(9) of the SDPR, confirming, in the context of the Tribunal’s Automatic Disclosure Process dated 15 January 2025, that Appendix A of the AOP (the Anonymisation Schedule) will not be disclosed or published.
7. Therefore, the parties respectfully invite the Tribunal to make the following Order and Direction, in full and final settlement of these proceedings:
 - 7.1. Confirmation that the Tribunal is satisfied, on the balance of probabilities, that the facts and allegation set out in this AOP, as admitted by the Respondent, are proven, and that the Respondent’s admissions are properly made;
 - 7.2. An Order that the Respondent be suspended from practice suspended for a period of 12 months, and that suspension should commence upon the day the Tribunal concludes these proceedings;
 - 7.3. An Order that the Respondent be the subject of a Restriction Order for a period of 24 months, to commence upon the day after the Suspension Order concludes, stating that *“The Respondent may not work as a solicitor other than in employment approved by the SRA”*;
 - 7.4. An Order that the Respondent be ordered to be pay the Applicant’s costs as fixed in the sum of £25,000; and
 - 7.5. A Direction that Appendix A of the AOP is not disclosed or published.

A. Agreed Facts

8. The following facts and matters, per paragraphs 8 to 21 of this AOP, as relied upon in support of the allegations set out at paragraph 1 of this AOP, are admitted by the Respondent, and agreed between the parties.

Professional Details

9. The Respondent, who was born on September 1984 and has a current practising certificate, was admitted to the Roll on 3 September 2012.
10. Until approximately 2023, the Respondent was a Consultant Solicitor at the Firm, dealing primarily with civil litigation matters, as well as the Firm's debt recovery matters.

Summary

11. The Allegation concerns three emails drafted and sent by the Respondent to Client A on 20 January 2023, as quoted below and timed at 10:01, 11:33 and 12:15 respectively ("the Three Emails"). The Respondent's intent in respect of the Three Emails, the content of which was oppressive and inappropriate, was to intimidate Client A into not making a complaint / to withdrawing a complaint that had been, made to the SRA / LeO, by threatening that Client A would face meritless claims and exaggerated consequences.

Background / context

12. Client A was a client of the Firm from 18 April 2018 to around May 2020, during which time she engaged Fee Earner A of the Firm in respect of her divorce. Following the conclusion of the divorce proceedings, Firm A submitted a bill for its fees to Client A, in the sum of £34,187.95. Client A declined to pay the same and made a complaint to the Firm regarding Fee Earner A's conduct of the matter.
13. Any complaints Client A may have concerning Fee Earner A in respect of her divorce matter, and the billing thereafter of Client A by the Firm, are not matters which form part of the case against the Respondent.

14. The Firm initiated litigation to recover the debt they alleged Client A owed to them by way of unpaid fees. The Respondent conducted the debt recovery proceedings on behalf of the Firm. Following a mediation process, Client A and Firm A reached an agreement to settle and conclude the debt recovery litigation, which included Client A's agreement to pay £25,000 of the fees she had originally been asked by the Firm to pay by way of its fees ("the Settlement Agreement").

The SRA Guidance on Conduct in Disputes

15. The SRA Guidance on Conduct in Disputes refers to the use of litigation as a threat. The following is as referred to under the heading, "*Taking unfair advantage*":

"Litigation will often involve putting a case against another party in strong terms. However, breaches of our standards can arise from oppressive behaviour and tactics including:

- *threatening litigation where there is no proper legal basis for a claim*
- *making exaggerated claims of adverse consequences including alleging liability for costs that are not legally recoverable*
- *sending excessively legalistic letters with the aim of intimidating particularly unrepresented or lay parties*
- *sending letters in abusive, intimidating or aggressive tone or language".*

The Allegation

The Three Emails sent by the Respondent to Client A on 20 January 2023

16. In the context of the SRA Guidance on Conduct in Disputes, and following the Settlement Agreement, on 19 and 20 January 2023 an exchange of emails took place between Client A and the Respondent, as follows:

- 16.1. At 12:17 on 19 January 2023, Client A sent the following email to three persons at the Firm, one of which was the Respondent:

"I am writing to inform you that I am filing a complaint regarding your [Fee Earner A's] conduct, behaviour and your billing procedures with the Legal Ombudsman and to the SRA.

[comments relating to the substance of Client A's complaint against Fee Earner A]

I have also taken legal advice on the validity of the gagging order that I was forced and coerced in to signing under real duress with no legal representation or the opportunity to seek further legal advice before signing. I believe it to be unenforceable for many reasons. I believe it has been used as an abuse of power, to intimidate and to silence me whilst covering up [Fee Earner A's] very real failings."

16.2. Email 1 of 3

At 10:01 on 20 January 2023, the Respondent sent the following email to Client A:

"I write further to your email below.

*I take a number of issues at the assertion that you were coerced or placed under any form of undue influence to sign the Settlement Agreement. The Settlement Agreement was negotiated as part of the mediation entered into by the parties in good faith. You also had the benefit of a mediator who could explain the contents of the Settlement Agreement to you. I would also remind you that the Settlement Agreement settled **all** matters between the parties. Therefore even if you have found "new evidence", you have already settled those original allegations.*

*I also do not understand the purpose of your email below or what you hope to achieve. However, unless you withdraw any complaint you have allegedly made and confirm in writing that you (1) have withdrawn any complaint and (2) will abide by the terms of the Settlement agreement by **4pm on 20 January 2023 (today)**, we will not hesitate to issue an application for an injunction to prohibit you from making or continuing with any complaint to the legal ombudsman or the SRA in breach of the Settlement Agreement, together with an order that if you breach the*

injunction you will be in contempt of court and will be liable to be imprisoned and payment of our costs.

For the avoidance of doubt, I have no doubt that we will succeed in the dismissal of any complaint, however as you have already agreed that all matters have been settled it is not necessary to waste further resources.

I look forward to hearing from you by 4pm today.”

- 16.3. At 10:54 on 20 January 2023, Client A sent the following email to the Respondent:

“I strongly disagree with your version of the events

I was bullied and blackmailed into signing the gagging order.

You made strong and serious threats of detrimental Court action and with horrendous costs that would follow if I did not sign it there and then.

That is how it happened.”

- 16.4. Email 2 of 3

At 11:33 on 20 January 2023, the Respondent sent the following email to Client A:

“I write further to your email below.

I attach the email trail in relation to the settlement agreement which includes my discussions with the mediator [Person A].

The draft settlement agreement was sent to you at 2:19pm during the mediation for your consideration in Word format (my email to you attached). You then continued your discussions with the mediator, [Person A] (including discussions on how to sign it by downloading Acrobat – as evidenced in the attached email trail). I was asked by [Person A] to send a pdf version of the settlement agreement as all had been approved (which

I did at 3:01pm (email attached)) and you returned the signed version to me at 3:20pm.

As is clearly shown, there was absolutely no “bull[ying] and blackmail[ing]” whatsoever. You were sent the Settlement Agreement for your consideration and you signed it in that format.

*My position remains that unless **by 4pm today** you confirm in writing that you (1) have withdrawn any complaint and (2) will abide by the terms of the Settlement agreement, we will not hesitate to issue an application for an injunction to prohibit you from making or continuing with any complaint to the legal ombudsman or the SRA in breach of the Settlement Agreement.*

*For the avoidance of doubt, even if (which is absolutely denied) you could challenge the validity of the Settlement Agreement, **your recourse is not to breach the Settlement Agreement** and make complaints as you have allegedly done, but to make an application to Court for a determination on the validity of the Settlement Agreement. I will put you on notice that such a challenge will fail, and we will seek our costs of defending such a claim from you.*

For the further avoidance of doubt, I will not hesitate to show this communication to the Court, not limited to the issue of costs.”

- 16.5. At 11:45 on 20 January 2023, Client A sent the following email to the Respondent:

“I still disagree emphatically with you.

That is not how it happened.

I do not accept your version of the events.”

- 16.6. Email 3 of 3

At 12:15 on 20 January 2023, the Respondent sent the following email to Client A:

“As I have said in my email below, if you dispute the validity of the Settlement Agreement your recourse is to ask the Court to determine the validity of the Settlement Agreement.

Please confirm that you (1) have withdrawn any complaint you have made and (2) will abide by the terms of the Settlement agreement, until such time as the Court may determine the validity of the Settlement Agreement.”

17. When assisting the SRA with its investigation, the Firm submitted a letter with enclosures to the SRA. Included within those enclosures was a chain of internal emails involving the Respondent, dated from 19 to 24 January 2024. Part of that chain of emails is one sent by the Respondent to other persons at the Firm, including Fee Earner A, at 11:15 on 24 January 2023. The email is indicative of the Respondent’s state of mind when she sent the Three Emails, as seeking to dissuade Client A from making any complaint, including, but not limited to, to the SRA and / or LeO. The email, drafted by the Respondent, includes the following sentence:

“As a note I [the Respondent] have not had a response from her [Client A] to my last email, but I am hopeful that the emails [the Three Emails] have had the desired impact to stop her from making any complaint.”

Summary of key facts admitted by Respondent and agreed between the parties

18. In respect of the Three Emails, the following is admitted by the Respondent, and thus agreed between the parties:

- 18.1. The Respondent drafted all of the Three Emails;
- 18.2. The Respondent sent the Three Emails to Client A, and they were received and read by Client A;
- 18.3. The Three Emails formed part of a chain of communications between the Respondent and Client A;

Sensitivity: General

- 18.4. The content of each of the Three Emails was oppressive and inappropriate, in that they threatened that:
 - 18.4.1. The Firm would issue an application for an injunction if Client A did not confirm in writing that she had withdrawn any complaints made;
 - 18.4.2. The Firm would issue an application for an injunction to prohibit Client A from making or continuing with any complaint to the SRA and / or the LeO;
 - 18.4.3. If Client A breached the injunction, she would be held in contempt of Court and would be liable to imprisonment and payment of the Firm's costs; and
 - 18.4.4. If Client A applied to the Courts for a determination of the settlement agreement, her challenge would fail and the Firm would seek their costs of defending such a claim from her.

- 18.5. The Three Emails were intimidating in tone because they:
 - 18.5.1. Threatened serious consequences for Client A were she to pursue her complaints to regulatory bodies. While imprisonment may be a potential consequence of non-compliance with an injunction, it was far from being an inevitable and inexorable result at the stage Client A sent the emails;
 - 18.5.2. Imposed excessively short deadlines for Client A to respond to the emails;
 - 18.5.3. Asked Client A to carry out actions not within her control, in that as the SRA is a regulator, not a complaints body, so it is not possible to withdraw a complaint to the SRA once it has been made, instead it falls to the SRA to decide how to respond to it;

Sensitivity: General

- 18.5.4. Stated to Client A that her recourse was not to breach the Settlement Agreement and make complaints, but to apply to the court for a determination of the validity of the Settlement Agreement; and
- 18.5.5. Stated to Client A that any such challenge would fail and the Firm would seek the costs of defending such a claim from her;
- 18.6. The Respondent's intent in sending the Three Emails was to intimidate Client A into not making a complaint / to withdrawing any complaint that had been made to the SRA and / or the LeO;
- 18.7. The Respondent sent emails to Client A which reflected an abusive approach to litigation (including threatening meritless claims and claiming consequences adverse to Client A which were exaggerated and not inevitable nor inexorable); and
- 18.8. Such conduct falls entirely within the scope of that which the SRA has sought to prevent, in accordance with the SRA Guidance on Conduct in Disputes.

Breaches of Principles and the Code

Principle 2 - act in a way that upholds public trust and confidence in the profession

- 19. The public would not expect solicitors to engage in conduct designed to frustrate persons from raising concerns about the profession. The proper response from the Respondent would have been to have directed Client A to the regulator and/or complaint bodies, namely the SRA and / or the LeO.

Principle 5 - act with integrity

- 20. By sending the Three Emails, which were intended to prevent a complaint to the SRA and / or the LeO, or procure the withdrawal of the same, the Respondent acted without integrity. A solicitor acting with integrity would not attempt to

prevent a client providing information to the SRA and / or LeO by sending oppressive and intimidating communications which threatened meritless claims and exaggerated consequences if that information was provided. However, for reasons already explained, those three emails were oppressive and intimidating, and threatened Client A that she would face meritless claims and exaggerated consequences if she persisted with her complaints.

Breach of Paragraph 7.5 of the Code

21. The true and obvious objective of Three Emails was to prevent the provision of information by Client A to the SRA and / or the LeO, which is the precise mischief that paragraph 7.5 of the Code is designed to stop.

B. Non-Agreed Mitigation

22. The following paragraphs consist of misconduct related mitigation presented on behalf of the Respondent, which is not agreed or endorsed by the Applicant:

- 22.1. Having read and reflected on the Three Emails, the Respondent accepts that they should not have been written as they were nor should they have contained the language that they did. The Respondent accepts that the tone and content was wrong.

- 22.2. The Respondent further recognises that, irrespective of the surrounding circumstances and their own perception at the time, it was inappropriate to respond in the manner that they did. The Respondent accepts that they should have taken a step back and sought appropriate guidance rather than sending the emails.

- 22.3. Since the time of this allegation, the Respondent has taken steps to reflect on her conduct and to better understand how to manage communications with clients and other parties. The Respondent is particularly conscious of the need for reflection before anything is said in situations of heightened emotion. She has removed herself from the field of contentious litigation and is confident that this situation is a one off, an

isolated lapse in an otherwise unblemished professional record and will never arise again.

23. The following paragraphs consist of purely personal mitigation presented on behalf of the Respondent, which is not agreed or endorsed by the Applicant. As stated in the Note at the end paragraph 26 of the Guidance Note on Sanctions,

“Matters of purely personal mitigation are of no relevance in determining the seriousness of the misconduct. However, they will be considered by the Tribunal when determining the fair and proportionate sanction (...).”

- 23.1. The Respondent qualified as a solicitor in 2012. Upon qualifying, she worked as a consultant and locum in private practice, predominantly focusing on litigation matters.
- 23.2. She initially pursued a career in litigation because she was drawn to the challenge of advocacy and the opportunity to assert and defend clients’ rights. However, over time, she found that the adversarial nature of litigation no longer aligned with her personal and professional values. Following a particularly demanding case in 2016, she began to recognise the toll the contentious environment was taking on her wellbeing. As a result, she decided to transition into a non-contentious, in-house role where she could continue to apply her legal skills in a more collaborative and solution-focused setting.
- 23.3. In July 2023, the Respondent handed in her notice to the Firm as she had chosen to seek in-house work. (She had handed in her notice prior to receiving the initial letter from the SRA). In October 2023, she transitioned to an in-house role, where her work was primarily focused on contract management and negotiations. Other than occasional small claims matters, she has had minimal involvement in the field of litigation since that time.
- 23.4. As in-house legal counsel, she reviews, drafts, and negotiates a wide range of commercial contracts, including supply, installation, service, and procurement agreements. She advises internal teams on legal risks, compliance issues, and regulatory matters. Her day-to-day work also

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involves supporting company secretary work, providing commercial finance advice, liaising with external counsel, handling ad hoc legal queries from across the business, and helping the company's operations.

- 23.5. Following the demanding case, she experienced a mental health crisis, which was triggered by a case in which she was representing clients in a joint venture dispute. The pressures of that matter, including her perception of the intensity of the clients' communications following an adverse outcome had a severe impact on her wellbeing. As a result of this experience, she began to suffer from panic attacks and severe anxiety. Following this incident, she underwent counselling for a period of 6 months and was prescribed fluoxetine, which she continued to take until 2020.
- 23.6. Despite her efforts to manage her mental health, the Respondent considers it has continued to be affected by these disciplinary proceedings. In 2024 she sought further professional support to ensure that her wellbeing remained properly managed. She engaged in structured therapeutic interventions, including Cognitive Behavioural Therapy and followed medical advice in relation to recommencing medication. Her treating professionals consider her mental health to be managed, and remains proactive in maintaining her wellbeing. She has also taken practical steps to reduce exposure to high-conflict working environments, including removing herself from the practice of contentious litigation, which has had a positive and stabilising effect.

C. Proposed Sanction

24. The proposed sanction, as agreed by the parties, is that the Respondent be:

- 24.1. Suspended from practice for the period of 12 months, and that suspension should commence upon the day the Tribunal concludes these proceedings; and
- 24.2. The subject of a Restriction Order for a period of 24 months, to commence upon the day after the Suspension Order concludes, stating that "*The*

Respondent may not work as a solicitor other than in employment approved by the SRA”.

25. The Tribunal is further asked to order, as agreed with the Respondent, that she pay the Applicant’s costs as fixed in the sum of £25,000.
26. The Tribunal will of course be aware of the Guidance Note on Sanctions, and the approach to sanction outlined in *Fuglers and Others v Solicitors Regulation Authority [2014] EWHC 179*.
27. The parties submit that, in light of the facts of this matter as set out in this AOP, all of which is admitted by the Respondent and agreed between the parties, and taking due account of the non-agreed mitigation put forward by the Respondent, the proposed outcome of a 12 month suspension represents a fair and proportionate resolution to the matter, and is consistent with the Guidance Note on Sanctions.
28. The Tribunal will be aware of *Bolton v The Law Society [1994] 1 WLR 512* in the context of a lack of integrity case, and the likelihood of a severe sanction.
29. The level of culpability in this case is high, in view of the motivation for the misconduct as intended to intimidate Client A to not complain to the SRA and / or the LeO. The Three Emails were carefully considered, and although they occur on the same day, they were part of a concerted effort by an experienced Solicitor directly communicating with a member of public, and amount to an abusive threat of litigation. It is notable that the first of the Three Emails states,

“...unless you withdraw any complaint you have allegedly made...we will not hesitate to issue an application for an injunction to prohibit you from making or continuing with any complaint to the legal ombudsman or the SRA in breach of the Settlement Agreement, together with an order that if you breach the injunction you will be in contempt of court and will be liable to be imprisoned and payment of our costs.”

The Respondent’s conduct went far outside what was appropriate, and the concerning aspect of the case is that it was by design that the Three Emails were sent, in the Respondent’s own words, to *“stop her from making any complaint.”*

30. The matter is in the context of the SRA Guidance on Conduct in Disputes, as referred to above, intended to protect the public and the reputation of the legal profession.
31. The misconduct carried with it a risk of harm in the form of the potential to prevent Client A from making a complaint and ensuring effective regulatory oversight of this matter, although it is right to acknowledge that the Three Emails were unsuccessful in their aim as Client A did make a complaint about the Firm to the Applicant, and flowing from that the Applicant conducted an investigation which has led to these proceedings. That risk of harm, given the Respondent's intent, was clearly foreseeable. The wider reputation of the legal profession is adversely impacted by the Respondent's actions.
32. However, the Respondent has fully admitted her misconduct by way of this AOP. She assisted the Applicant's investigation. The misconduct took place on a single date, in the context of an otherwise unblemished career. The Respondent's statement to the Tribunal of 25 July 2025 includes a clear acknowledgement of fault, regret, and an apology. It includes an understanding that her conduct *"...reflects badly on the profession, my then firm, and most importantly it obviously affected Client A."* The Respondent also states, *"...referring to an injunction, contempt of court and imprisonment and asking her [Client A] to withdraw regulatory complaints was wrong and I should not have done it"*. The Respondent also submits that she has reflected on her conduct *"...to better understand how to manage communications with clients and other partes."* She states she has *"...removed myself from the field of contentious litigation and I am confident that this situation will never arise again."*
33. In all the circumstances, the parties agree that, in the context of the admitted conduct, a suspension from practice for the period of 12 months, and a Restriction Order for 24 months (consecutive to the period of suspension), is the only fair, reasonable and proportionate sanction that would have an appropriate effect on public confidence in the legal profession and adequately reflect the serious misconduct.
34. Accordingly, the appropriate penalty in this case is for the Respondent to be:

Sensitivity: General

- 34.1. Suspended from practice for the period of 12 months, and that suspension should commence upon the day the Tribunal concludes these proceedings; and

- 34.2. The subject of a Restriction Order for a period of 24 months, to commence upon the day after the Suspension Order concludes, stating that "*The Respondent may not work as a solicitor other than in employment approved by the SRA*".

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Dated: 9 MARCH 2026

Stephen Parish

Senior Associate (FCILEx), Blake Morgan LLP

For and on behalf of the Applicant in these proceedings, the SRA

.....
Kate Austen 09 Mar 2026 10:10:14 GMT (UTC +0)

Dated: 09 March 2026

Ms Kate Jane Austen

Respondent in these proceedings

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL **Case No: 12758-2025**

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

AND IN THE MATTER OF:

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

KATE JANE AUSTEN

Respondent

APPENDIX 1 – Anonymisation Schedule

| | Name | Pseudonym |
|----|-------------|------------------|
| 1. | F | Client A |
| 2. | | Fee Earner A |
| 3. | | Person A |