

# SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12764-2025

## **BETWEEN:**

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

DARREN HANISON

Respondent

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Before:

Ms T Cullen (in the chair)

Mr D Green

Mrs L McMahon-Hathway

Date of Hearing: 24 February 2026

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## **Appearances**

Stephen Brassington, Counsel, of Two Hare Court, Temple, London, EC4Y 7BH, for the Applicant.

The Respondent did not attend and was not represented.

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## **JUDGMENT**

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## **Allegations relating to the case of Client A**

### **Allegation 1: failure to take instructions**

1. Between around November 2015 and March 2016, the Respondent, while conducting negotiations to settle Client A's medical negligence claim, failed to take instructions from Client A on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, and 1.12 of the SRA Code of Conduct for Solicitors 2011 ("the 2011 Code").

PROVED

### **Allegation 2: misleading Client A over settlement**

2. In around February 2016, the Respondent informed Client A that she would receive £335,000 net in settlement of her claim, without informing her of the global figure of the settlement (£525,000) or how the global amount was being divided. In so doing he breached any or all of Principles 2, 4, and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1, 1.2, 1.5 and 1.12 of the 2011 Code.

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### **Allegation 3: not dealing properly with a demand for payment**

3. Between around April 2016 and May 2023, the Respondent failed to deal in a proper manner with a demand for payment of between around £11,000 and £17,000 made by Firm C on Client A in connection with her medical negligence case and he thereby:
  - 3.1. Insofar as the conduct took place before 25 November 2019 breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.2 and 1.5 of the 2011 Code.
  - 3.2. Insofar as the conduct took place on or after 25 November 2019 breached any or all of Principles 2, 5 and 7 of the SRA Principles ("the 2019 Principles") and either or both of Paragraphs 1.4 and 3.2 of the 2019 Code ("the 2019 Code").

PROVED

### **Allegation 4: made misleading costs demands**

4. In January 2016 the Respondent represented to Hill Dickinson solicitors and/or Baker & McKenzie solicitors that costs to be claimed as part of Client A's settlement included:
  - 4.1. £62,840 owed to Rosenblatts solicitors in respect of insurance payments made when Client A was represented by them.
  - 4.2. £150,000 + VAT owed to Secure Law solicitors for work done on the case for Client A by them. Those representations were misleading and in making them the

Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

PROVED

**Allegation 5: misleading Person A regarding payment of fees**

5. In around January 2016, the Respondent represented to Person A that the defendants in Client A's case were refusing to pay the fees of Person A and her junior counsel. That representation was misleading and in making it the Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

PROVED

**Allegations relating to the case of Client B**

**Allegation 6: not taking instructions on offers**

6. Between around August 2015 and September 2016, the Respondent, while conducting negotiations to settle Client B's medical negligence claim, failed to take instructions from Client B on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.1 and 1.12 of the 2011 Code.

PROVED

**Allegation 7: misled other side regarding instructions on offers**

7. The Respondent made the following representations to the Defendant's solicitors, Shook Hardy Bacon LLP, purporting to have taken instructions from Client B:
  - 7.1. On 18th August 2015 the Respondent represented that Client B would be prepared to accept £400,000 to settle the case.
  - 7.2. On 13th September 2015 he represented that he had taken instructions from Client B who had authorised him to make a lower offer of £299,999 to settle the case and had instructed The Respondent that if it was not accepted by 9.00am on 15th September he should continue to pursue the claim.
  - 7.3. On 14th September 2015 he represented that he had taken further instructions from Client B who had instructed him to put forward an offer of £295,000 to settle the case so long as the offer was accepted by 17.00 the following day.

One or more of those representations was untrue and/or misleading and in making them the Respondent breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.

PROVED

**Allegation 8: retained £45,000 from settlement when not entitled to do so**

8. Around or after 15th September 2015 the Respondent wrongly retained around £45,000 from Client B's settlement, purportedly on the basis that it represented a 25% success fee. In so doing he breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1 and 1.2 of the 2011 Code.

[PROVED](#)

**Allegations relating to the case of Client C****Allegation 9: failing to obtain ATE**

9. Between 21 December 2015 and 13 October 2021, the Respondent failed to ensure that Client C had valid ATE insurance in place. In so doing:
- 9.1. Insofar as the conduct took place prior to 25 November 2019, he breached any of all Principles 4, 5 and 6 of the 2011 Principles and failed to achieve Outcome 1.2 of the 2011 Code.
- 9.2. Insofar as the conduct took place on or after 25 November 2019, he breached any or all of Principles 2, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

[PROVED](#)

**Allegation 10: wrongly told client about costs immunity**

10. The Respondent inaccurately reassured Client C on 13 October 2021 that she was not at risk of having to pay the defendants' costs if she lost her case. In so doing he breached Principle 2 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.

[PROVED](#)

**Allegation 11: misled other parties about ATE**

11. On 22 March 2022 the Respondent:
- 11.1. Represented inaccurately to Irwin Mitchell solicitors that valid ATE insurance was in place for Client C's claim.
- 11.2. Represented inaccurately to the SRA that valid ATE insurance was in place for Client C's claim.
- 11.3. Sent to the SRA a document purporting to be Client C's valid ATE insurance schedule which he had altered, or caused to be altered, to mask the address of the solicitor who had taken out the insurance. He thereby breached either or both of Principles 4 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.

[PROVED](#)

**Allegation 12: submitted a false public Indemnity Insurance Proposal**

12. On or after 7 January 2022 the Respondent signed and submitted, or caused to be submitted, a Public Indemnity Insurance proposal form for Fortitude Law which contained inaccurate and misleading information. In so doing he breached any or all of Principles 2, 4 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

[PROVED](#)

**Allegation 13: creation of fake ATE insurance schedules**

13. Between 2 November 2015 and 24 January 2020, The Respondent created, or caused to be created, one or more false insurance policy schedules designed to give a misleading impression to clients and/or third parties that ATE insurance was in place when it was not. In so doing:
- 13.1. Insofar as the conduct occurred prior to 25 November 2019 The Respondent breached any of all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, 1.5 and 1.12 of the 2011 Code.
- 13.2. Insofar as the conduct occurred on or after 25 November 2019 the Respondent breached any of all of Principles 2, 4, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
- 13.3. The Respondent's conduct was aggravated by dishonesty.

[PROVED](#)

**Allegations relating to Clients D, E, F, G, and H****Allegation 14: not acting in best interests**

14. Between 2015 and 2022 the Respondent failed to act in the best interests of one or more of Clients D, E, F, G, and H. In so doing:
- 14.1. Insofar as the conduct occurred prior to 25 November 2019, he breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.5 and 1.12 of the 2011 Code.
- 14.2. Insofar as the conduct occurred on or after 25 November 2019, he breached any or all of Principles 2, 5 and 7 of the 2019 Principles, and Paragraph 3.2 of the 2019 Code.

[PROVED](#)

**Allegation 15: providing misleading information**

15. Between 2015 and 2022 the Respondent provided misleading information to one or more of Clients F, G and H and in so doing he breached:

- 15.1. Insofar as the conduct occurred prior to 25 November 2019, he breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.
- 15.2. The Respondent's conduct was aggravated by dishonesty.
- 15.3. Insofar as the conduct occurred on or after 25 November 2019, he breached Principles 2, 4, and/or 5 of the 2019 Principles, and either or both of Paragraphs 1.2 and 1.4 of the 2019 Code.

PROVED

#### **Allegation 16: falsified expert report**

16. Between November 2022 and 22 May 2023, The Respondent, being the sole solicitor at Fortitude Law, was responsible for the filing at court of a falsified expert report, purporting to have been written by Person D. Thereby the Respondent breached Principle 2 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.

PROVED

#### **Allegation 17: breaches of the Solicitors Regulatory Authority Accounts Rules 2019 ("the Accounts Rules")**

17. Between February 2022 and July 2022, the Respondent, as Compliance Officer for Finance and Administration ("COFA"), owner and manager of Fortitude Law failed to maintain accounts records compliant with the Accounts Rules and/or comply with his obligations as COFA for Fortitude Law. He thereby breached Rule 8.3 and Paragraph 9.2 of the Accounts Rules.

The Respondent further thereby breached Principles 2 and 5 of the 2019 Principles and Paragraph 4.2 of the 2019 Code.

PROVED

#### **General provision on dishonesty an aggravating factor**

18. Insofar as the Respondent's conduct took place before 25 November 2019, the Applicant advanced allegations 4, 5, 7, 8, 13 and 15 above on the basis that the Applicant's conduct was dishonest. The Applicant alleges dishonesty as an aggravating feature of his misconduct, but it is not an essential ingredient in proving those allegations.

#### **Executive Summary**

19. Darren Hanison, former sole principal of Fortitude Law ("the Firm"), faced 17 allegations of professional misconduct against arising from his handling of numerous medical negligence and product-liability claims on behalf of several clients, between 2015 and 2023.

20. The allegations included dishonesty, misleading clients and other parties, poor service, and serious regulatory breaches. The SRA closed the Firm on 17 May 2023, after an intervention triggered by suspected dishonesty at the Firm.
21. Mr Hanison admitted allegations 1, 3, 4, 5, 6, 7, 9, 12, 14 and 17. He did not introduce any evidence, did not appear at the hearing and was not represented.
22. The Tribunal reviewed the documentary evidence relied upon by the Applicant and was satisfied that the allegations and the admissions were clear, unequivocal, and properly made. The Tribunal further determined that the evidence supported those admissions. Accordingly, the Tribunal found the admitted allegations, 1, 3, 4, 5, 6, 7, 9, 12, 14 and 17, which included dishonest conduct, proved on the balance of probabilities.
23. The Tribunal heard Counsel for the Applicant and reviewed the evidence and found all the remaining allegations, namely 2, 8, 10, 11, 13, 15 and 16, proved on the balance of probabilities and in their entirety, including that Mr Hanison's conduct had been dishonest. There were no exceptional circumstances and accordingly Mr Hanison was struck off the roll of solicitors.

### **Sanction**

24. The Tribunal ordered that Mr Hanison be struck off the Roll of Solicitors. The Tribunal's reasons can be found [\[here\]](#).

### **Documents**

25. The Tribunal considered all of the documents in the case which included:

#### Applicant

- Rule 12 Statement and Exhibit JD1 dated 30 April 2025 [\[here\]](#).
- Schedule of Costs dated 17 February 2026

#### Respondent

- Mr Hanison's Email dated 16 February 2026
- Mr Hanison's Email dated 20 February 2026

### **Professional Details**

26. Mr Hanison was a non-practising solicitor born in December 1969, and at all material times he was the sole partner, owner and manager of the Firm, a registered sole practice. He was the COLP, COFA and the MLRO.
27. Mr Hanison was admitted to the Roll in October 1995. He practised in clinical negligence and product liability, largely in connection with allegedly negligent vaginal mesh operations.

28. The SRA closed the Firm on 17 May 2023, after an intervention triggered by suspected dishonesty at the Firm.

### **Factual Background**

29. Mr Hanison founded the Firm in 2015 and remained its owner and manager throughout the relevant period. From January 2016 to October 2021, the Firm employed Dr Sarah-Jane Richards as a consultant solicitor, alongside other legal and administrative staff.
30. Dr Richards had previously worked at Rosenblatts, where she handled product liability and medical negligence claims involving complications from vaginal mesh implants. After moving to Secure Law Ltd and continuing to manage those cases, she transferred to the Firm when Secure Law ceased trading in 2015, bringing several clients with her.
31. Although Dr Richards retained involvement in the cases, Mr Hanison conducted most of the settlement negotiations and held overall responsibility for all client matters within the Firm.
32. Between April 2021 and August 2023, the SRA received complaints relating to the Firm from multiple sources, including Clients A, B, C, F, G and H, Dr Richards, Person A, Person E and Firm A. Allegations included improper retention of settlement funds, lack of integrity, inactivity, and issues concerning lapsed or falsified ATE insurance policies.
33. In August 2022, the SRA began a financial investigation into the Firm's accounts. A site visit took place on 31 August 2022, followed by extensive correspondence through late 2022. On 17 February 2023, SRA investigators interviewed Mr Hanison about accounting issues and other concerns in the course of which he conceded that he might not have been fully compliant with the Solicitors' Accounts Rules.
34. On 19 April 2023, the SRA's Forensic Investigator issued a report identifying breaches of the Accounts Rules. The Firm was subsequently closed through SRA intervention on 17 May 2023.

### **Preliminary Matters**

35. Mr Hanison did not attend the hearing and was not represented. He had applied to adjourn the hearing in written applications dated 9 and 16 February 2026. Both were refused by the Tribunal on grounds that the applications were made late and were not substantiated by medical evidence in accordance with the Tribunal's guidance, Mr Hanison had not engaged fully with the proceedings, and it was in the interests of justice for the matter to be heard and concluded without delay.
36. Application for Anonymity
- 36.1 Pursuant to Rule 35(9) Solicitors (Disciplinary Proceedings) Rules 2019 ("SDPR"), Mr Brassington applied for the underlying clients, A – K, to be anonymised to protect

their legal professional privilege and to prevent the release of confidential information into the public domain.

36.2 The Tribunal determined that legal professional privilege was an absolute right and accordingly granted the application.

37. Application to proceed in Mr Hanison's absence

37.1 Pursuant to Rule 36 SDPR, Mr Brassington applied for permission for the hearing to proceed in Mr Hanison's absence, in the interests of justice.

37.2 Mr Brassington submitted that Mr Hanison had been correctly served with the proceedings under Rule 13(5) SDPR. There was evidence that Mr Hanison was on notice of the substantive hearing which had been listed since August 2025. Mr Brassington referred to paragraph 6 of the witness statement of James Oliver Danks dated 19 February 2026 which set out the correspondence and telephone calls with Mr Hanison from 28 October 2025 relating to the substantive hearing date for this matter, and which culminated in the two applications to adjourn the hearing and subsequent admissions made on 16 February 2026. Mr Hanison had been offered the opportunity to attend remotely but had declined. By email dated 20 February 2026, Mr Hanison stated, "*I do not seek any further adjournment and accept that the matter may be determined on the material before the Tribunal*".

37.3 Mr Brassington relied upon the principles set out in R v Jones [2002] UKHL 5, namely that proceeding in the absence of Mr Hanison was a discretion which a Tribunal should exercise with the utmost care and caution, bearing in mind:

- The nature and circumstances of Mr Hanison's behaviour in absenting himself from the hearing.
- Whether an adjournment would resolve Mr Hanison's absence.
- The likely length of such an adjournment; and
- Whether Mr Hanison had voluntarily absented himself from the proceedings and the disadvantage to Mr Hanison of not being able to present his case.

37.4 Mr Brassington also relied upon the overriding objective of the Tribunal, set out in Rule 4 SDPR, to deal with cases justly and at proportionate cost.

37.5 Mr Brassington then read out Mr Hanison's written mitigation statement from his email of 20 February 2026, set out at the end of this judgment, in which he confirmed his acceptance that the admissions identified in his email of 16 February were made in the awareness that findings of dishonesty and breaches of the Accounts Rules would lead to the sanction of a strike off, absent exceptional circumstances.

37.6 Finally, Mr Brassington read out the statement in Mr Hanison's email dated 20 February 2026 in which he said as follows:

*“ORAL STATEMENT IN ABSENCE (for Tribunal to read aloud) Mr Hanison does not attend the hearing due to ongoing mental health difficulties, as previously supported by medical evidence from his GP. He has filed a written mitigation statement which the Tribunal is respectfully invited to take into account.*

*Mr Hanison has admitted substantial allegations, including dishonesty and Accounts Rules breaches, and accepts that strike-off is the appropriate and proportionate sanction.*

*Mr Hanison has sought no further adjournment and understands that the Tribunal may proceed in his absence”.*

- 37.7 In all the circumstances, Mr Brassington submitted that it was fair and in the interests of justice to proceed in Mr Hanison’s absence.

### The Tribunal’s Decision

- 37.8 The Tribunal was satisfied that the proceedings, and notice of the hearing date, had been properly served on Mr Hanison. Correspondence that had been sent to his home address had been signed for in the name of Hanison.
- 37.9 The Tribunal determined that it was clear that Mr Hanison had chosen not to attend the hearing. He was aware of the hearing date and had communicated with both the Applicant and the Tribunal regarding the proceedings and indeed had applied for the Hearing to be adjourned on 2 occasions in the preceding week.
- 37.10 The Tribunal was satisfied that Mr Hanison had voluntarily absented himself from the proceedings and that any adjournment would not result in his attendance. The Tribunal accordingly granted the application to proceed in Mr Hanison’s absence.

### **Witnesses**

40. No oral evidence was received, and the Tribunal considered all the evidence and submissions made by the parties. For the avoidance of doubt, the Tribunal read all the documents in the case. The absence of any reference to particular evidence should not be taken as an indication that the Tribunal did not read, hear or consider that evidence.

### **Findings of Fact and Law**

41. The Applicant was required to prove the allegations beyond 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 Hanison’s right to a fair trial and to respect for their private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

## Integrity

42. With reference to its consideration of integrity, the Tribunal had regards to [Wingate v SRA](#) EWCA Civ 366.

*“Integrity is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members ... [Professionals] are required to live up to their own professional standards ... Integrity connotes adherence to the ethical standards of one’s own profession”*

## Dishonesty

43. In its determination of the issue of dishonesty the Tribunal the considered the test set out at paragraph 74 of [Ivey v Genting Casinos \(UK\) Ltd t/a Crockfords](#) [2017] UKSC 6.
44. When considering dishonesty, the Tribunal applied the two-step test and first established the actual state of Mr Hanison’s knowledge or belief as to the facts, noting that the belief did not have to be reasonable, merely that it had to be genuinely held. It then considered whether that conduct was honest or dishonest by the standards of ordinary decent people.

## Allegations

45. Mr Brassington reconfirmed that allegations 1, 3, 4, 5, 6, 7, 9, 12, 14 and 17 were admitted and that allegations 2, 8, 10, 11, 13, 15 and 16 were not. He acknowledged that he had to prove all the allegations on the balance of probabilities.
46. In respect of all the allegations, Mr Brassington submitted that Mr Hanison had not engaged with the Tribunal’s process in any meaningful way. He had not specifically denied the allegations that he had not admitted but had not sought to advance any positive case in respect of them. He had not taken issue with the Applicant’s evidence presented in support of the allegations, as set out in the Rule 12, the Exhibit and the Applicant’s witness statements. He had been served with Civil Evidence Act notices dated 5 January 2026.
47. In the light of Mr Hanison’s non-engagement, Mr Brassington invited the Tribunal to draw adverse inferences pursuant to Rule 33 SDPR:

“33. Where a respondent fails to –

- a) send or serve an Answer in accordance with a direction under rule 20(2) (b); or
- b) give evidence at a substantive hearing or submit themselves to cross-examination.

and regardless of the service by Mr Hanison of a witness statement in the proceedings, the Tribunal is entitled to take into account the position that

Mr Hanison has chosen to adopt and to draw such adverse inferences from Mr Hanison's failure as the Tribunal considers appropriate".

48. Mr Brassington drew attention to Mr Hanison's status as a senior lawyer, having been admitted in 1995. Contrary to this, he had misconducted himself gravely, repeatedly and across all aspects of his practice between August 2015 and May 2023, in circumstances where his clients were vulnerable individuals seeking redress for loss and damage caused by product liability failures.
49. Broadly, Mr Hanison had misled:
- his clients as to the progress of their cases, settlement offers, after the event ("ATE") insurance, and provided false reassurance. On occasion he had allowed limitation periods to expire.
  - other solicitors who had acted for the claimants concerning ATE insurance and fees that were owed to them.
  - solicitors who had acted for defendants.
  - the Applicant by falsifying ATE insurance certificates.
  - the court by the service of a falsified expert report; and
  - counsel and counsel's clerk in respect of work undertaken.
50. Mr Hanison had accepted that his behaviour had been misleading and dishonest towards vulnerable clients and that his conduct had undermined trust in the profession in his email to the Tribunal dated 20 February 2026.
51. Mr Brassington drew the Tribunal's attention to Mr Hanison's failed or, at best, patchy engagement with the regulatory proceedings throughout the process. He had missed 12 deadlines in respect of Forensic Investigation Officer Person C's requests for information and materials, including accounting information, client files, and ledgers. Explanations given to the Applicant's Forensic Investigation Officers had subsequently been contradicted by the admissions made to the Tribunal.
52. Considering Mr Hanison's absence, the Tribunal determined that it would consider the admitted allegations on the papers and that it would hear from Mr Brassington in respect of the non-admitted allegations.

### **Allegations relating to the case of client A**

53. **Allegation 1: failure to take instructions - Between around November 2015 and March 2016, Mr Hanison, while conducting negotiations to settle Client A's medical negligence claim, failed to take instructions from Client A on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, and 1.12 of the SRA Code of Conduct for Solicitors 2011 ("the 2011 Code").**

### **The Applicant's Case**

- 53.1 Client A instructed the Firm to pursue a medical negligence claim. She originally instructed Rosenblatts in 2012, moved to Secure Law in 2013 under a no win, no fee

agreement, and transferred to the Firm in 2015 when Secure Law ceased trading. The Firm issued its client care documentation on 17 November 2015.

- 53.2 Although Dr Richards remained involved in the case, Mr Hanison managed the settlement negotiations. On 4 December 2015 he told Dr Richards that Client A had verbally authorised settlement at a net figure of £300,000, but there was no evidence on the file that this conversation took place.
- 53.3 During late 2015 and early January 2016, Mr Hanison informed the defendant solicitors, Baker & McKenzie and Hill Dickinson, that costs totalling over £210,000 were owed to Rosenblatts and Secure Law and that an offer figure of £630,000 incorporated these historic costs.
- 53.4 On 4 February 2016 Hill Dickinson made a “without prejudice” offer to settle the claim for £444,750 inclusive of costs, VAT, and disbursements. Mr Hanison replied that he would seek instructions, and shortly after sent a counteroffer of £550,000. The client file contained no evidence that he obtained Client A’s instructions to accept, reject, or counter either offer.
- 53.5 Client A subsequently asked for updates. Mr Hanison told her he had secured “at least £300k”, and later that he had obtained a “final offer” that gave her a net figure of £335,000. He explained this as follows: *“The £335,000 net figure represents a valuation of your claim approximately £400,000 – which is significantly higher (46.5%!) than the £273,000 recommended number in Counsels’ latest Advice of July 2015 (calculated using the highest claim valuation number of £390,000 and applying Counsels’ view of the litigation risk at 30%)”*.
- 53.6 Counsel had in fact valued the claim at £365,000 - £390,000 and recommended a settlement offer of £350,000 – £375,000.
- 53.7 Client A did not give Mr Hanison instructions to accept, or make, any offers on her behalf. Mr Hanison simply provided her with amounts. He did not give any advice about the amounts put forward and there was no evidence on the client file that he provided Client A with any advice on how or why any settlement figures were appropriate or reasonable.
- 53.8 The matter settled by 16 February 2016. The final Settlement Agreement dated 1 March 2016 recorded a total settlement of £525,000 inclusive of damages, costs, VAT, and disbursements, with £335,000 paid to Client A. The defendant firms later confirmed that the historic costs of Rosenblatts and Secure Law influenced their agreement to settle at £525,000.

### Breaches of the Rules

#### Acting without instructions

- 53.9 Mr Hanison negotiated and made settlement offers without Client A’s authority and failed to inform her of offers made or received. This deprived her of the ability to make informed decisions about her claim.

Failure to act in the client's best interests

53.10 By conducting negotiations without proper instructions, Mr Hanison had breached Principle 4 of the 2011 SRA Principles.

Lack of integrity

53.11 A solicitor acting with integrity must obtain clear instructions before making key decisions on settlement. Mr Hanison had knowingly proceeded without authority, contrary to Principle 2 and without regard to Wingate.

Undermining public trust

53.12 By conducting negotiations without client involvement, Mr Hanison undermined public confidence in the legal profession, breaching Principle 6.

Failure to achieve required Outcomes of the Code

- **Outcome 1.2:** Clients must be able to make informed decisions.
- **Outcome 1.12:** Clients must be given all information needed to make informed choices.

53.13 Mr Hanison's actions prevented Client A from understanding or controlling the progression and resolution of her claim.

Mr Hanison's Case

53.14 Mr Hanison admitted this allegation, including the allegation of acting without integrity, in an email sent to the Applicant on 16 February 2026.

The Tribunal's Findings – Allegation 1

53.15 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

54. **Allegation 2: Misleading Client A over settlement - In around February 2016, Mr Hanison informed Client A that she would receive £335,000 net in settlement of her claim, without informing her of the global figure of the settlement (£525,000) or how the global amount was being divided. In so doing he breached any or all of Principles 2, 4, and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1, 1.2, 1.5 and 1.12 of the 2011 Code.**

The Applicant's CaseBreaches of the Rules

54.1 Mr Brassington submitted that Mr Hanison never gave Client A the opportunity to discuss or understand any proposed settlement figures. He failed to provide her with the information she needed to make an informed decision about the value of her

claim or whether any offer should be accepted. This breached Outcome 1.12 and Outcome 1.2 of the 2011 Code of Conduct.

- 54.2 By withholding this information, he also failed to provide a competent service tailored to her needs, contrary to Outcome 1.5.
- 54.3 Client A was not told that the global settlement reached with the defendants was £525,000, and the Settlement Agreement was not signed by her or on her behalf. Mr Hanison decided unilaterally that she would receive £335,000, without any recorded reasoning and in a way that was inconsistent with counsel's advice, which supported a higher figure. This lack of transparency breached Outcome 1.1.
- 54.4 The absence of any explanation for how he decided upon £335,000 gave rise to the inference that he acted to maximise the amount retained by the Firm, rather than acting in Client A's best interests, contrary to Principle 4 of the 2011 Principles.
- 54.5 By failing to disclose the global settlement figure, or to provide a breakdown showing what the Firm would retain, Mr Hanison deprived Client A of the ability to question the figures or make an informed decision. This conduct fell below the standards of honesty and openness expected of solicitors and breached the duty to act with integrity in Principle 2.
- 54.6 Such behaviour undermined public trust in the profession. Negotiating a settlement without instructions, and obscuring the distribution of settlement funds, is conduct the public would not expect from a solicitor. This breached Principle 6 of the 2011 Principles.
- 54.7 In February 2023, the SRA asked Mr Hanison to explain why Client A had never been given a cost breakdown or told of the inclusive settlement figure. He never responded.

#### Mr Hanison's Case

- 54.8 Mr Hanison failed to advance a case in respect of this allegation.

#### The Tribunal's Findings – Allegation 2

- 54.9 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted without integrity. The Tribunal found this matter proved on the balance of probabilities.
55. **Allegation 3: not dealing properly with a demand for payment - Between around April 2016 and May 2023, Mr Hanison failed to deal in a proper manner with a demand for payment of between around £11,000 and £17,000 made by Firm C on Client A in connection with her medical negligence case and he thereby: (3.1) Insofar as the conduct took place before 25 November 2019 breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.2 and 1.5 of the 2011 Code. (3.2) Insofar as the conduct took place on or after 25 November 2019 breached any or all of**

**Principles 2, 5 and 7 of the SRA Principles (“the 2019 Principles”) and either or both of Paragraphs 1.4 and 3.2 of the 2019 Code (“the 2019 Code”).**

The Applicant’s Case

- 55.1 Following settlement of Client A’s claim, she received correspondence from Firm C, who had funded post-surgery treatment for Client A. Under the terms of the health insurance policy, Client A was contractually obliged to claim Firm C’s outlay as part of her claim.
- 55.2 Secure Law had previously prepared Client A’s Schedule of Loss. This included Client A’s policy excess and travel costs to the private medical appointments but failed to include Firm C’s outlay, which amounted eventually to £16,647.62 (when all payments and interest were included).
- 55.3 Client A forwarded the correspondence to Mr Hanison, who told her that he would deal with it on multiple occasions. By email dated 29 June 2020, however, Mr Hanison told Client A to put the letter in the bin and on 4 September 2020 he told her to delete Firm C’s email.
- 55.4 On 25 February 2021 and 10 May 2021, Client A made formal complaints to Mr Hanison about his failure to deal with the Firm C correspondence. She never received a response from him. Client A continued to receive chasing correspondence from Firm C, more than seven years after settlement of her claim was reached.
- 55.5 Failing to inform Client A that he had not dealt with Firm C’s outlay meant that Client A continued to receive letters from Firm C’s debt department over a prolonged period. This caused Client A anxiety and stress.

Breaches of the Rules

- 55.6 Mr Hanison advised Client A to discard or delete correspondence from Firm C, even though she could be personally liable for the costs referenced. A solicitor acting with integrity should instead seek to rectify the client’s position or explain openly why it could not be rectified. By failing to do so, Mr Hanison did not act in Client A’s best interests and breached Principles 2 and 4 of the 2011 Principles, as well as Outcomes 1.2 and 1.5 of the 2011 Code. This conduct also fell below the proper standard of service required of solicitors, breaching Principle 5, and undermined public trust, contrary to Principle 6.
- 55.7 For conduct occurring on or after 25 November 2019, including advising Client A to dispose of correspondence, Mr Hanison breached Principles 5 and 7 of the 2019 Principles and Paragraph 3.2 of the 2019 Code. His sustained failure to protect the client’s interests, and his misleading communications about the actions he was taking, also breached Principle 2 of the 2019 Principles and Paragraph 1.4 of the 2019 Code. Because the behaviour spanned the introduction of the new regulatory framework, it engaged both the 2011 and 2019 Rules and Principles.

### Mr Hanison's Case

55.8 Mr Hanison admitted this allegation, including the allegation of acting without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 3

55.9 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

56. **Allegation 4: made misleading costs demands - In January 2016 Mr Hanison represented to Hill Dickinson solicitors and/or Baker & McKenzie solicitors that costs to be claimed as part of Client A's settlement included: (4.1) £62,840 owed to Rosenblatts solicitors in respect of insurance payments made when Client A was represented by them. (4.2) £150,000 + VAT owed to Secure Law solicitors for work done on the case for Client A by them. Those representations were misleading and in making them Mr Hanison breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.**

### The Applicant's Case

56.1 Mr Hanison told the Applicant on 8 March 2022 that no costs were recovered for Rosenblatts because they did not intimate any claim for costs and that no costs were recovered for Secure Law because they terminated their CFA with Client A. Mr Hanison also confirmed that £87,708 plus VAT was recovered by way of costs for the Firm when it had been instructed for less than three months from 17 November 2015 to on 12 February 2016.

56.2 In an email dated 21 February 2023, Person C, the SRA investigator, asked Mr Hanison about the costs incurred by Rosenblatts and Secure Law and, inter alia, why they were intimated as being due throughout the settlement negotiations. Mr Hanison did not respond.

56.3 Mr Hanison misled Baker & McKenzie and Hill Dickinson into believing that costs were due to Rosenblatts and to Secure Law and that those costs needed to be factored in when considering settling Client A's claim on a global settlement basis. Mr Hanison knew that those costs were not being claimed by either Secure Law or Rosenblatts and to indicate to Baker & McKenzie and Hill Dickinson that they were was untrue.

### Breaches of the Rules

56.4 The conduct lacked integrity in breach of Principle 2 of the 2011 Principles because a solicitor acting with integrity would not mislead other firms into paying costs purportedly incurred by third party solicitors when no costs were in fact being claimed. In misleading them, Mr Hanison took advantage of the trust they were likely to put in him and so failed to achieve Outcome 11.1 of the 2011 Code.

56.5 Mr Hanison failed to behave in a way that maintains the trust the public places in him and in the provision of legal services. Misleading other solicitors to believe that costs were due, when they were not would damage the public's trust in the delivery of legal services, contrary to Principle 6 of the 2011 Principles.

### Dishonesty

56.6 The Applicant alleged that the conduct in Allegation 4 was aggravated by dishonesty. The Applicant relied upon the test for dishonesty stated by the Supreme Court in Ivey v Genting.

56.7 At the time of telling Baker & Mackenzie and Hill Dickinson that other firms were seeking their costs, and thereby putting upward pressure on any settlement figure, Mr Hanison knew that the costs were not being claimed. He deliberately misled both firms.

56.8 Mr Hanison's conduct was dishonest. Applying the test in Ivey v Genting, set out above, Mr Hanison knew that:

- Costs were not being claimed by Rosenblatts or Secure Law.
- Baker & McKenzie and Hill Dickinson would factor what they were told about costs incurred by Rosenblatts and Secure Law into any final settlement offers.
- Allowing Baker & McKenzie and Hill Dickinson to believe the costs were payable artificially inflated their final global settlement offers, inclusive of costs, VAT, and disbursements, to Client A.
- Because Mr Hanison was a solicitor, Baker & McKenzie and Hill Dickenson would likely rely on his representations as to costs being claimed; and
- Baker & McKenzie and Hill Dickinson were unlikely to demand proof that the costs represented as being claimed, really were being claimed.

56.9 Mr Hanison's valuation of Client A's claim meant that any monies over and above that figure could be retained by the Firm.

56.10 An ordinary decent person would consider Mr Hanison's actions, in misleading the defendants' solicitors about costs due to Rosenblatts and Secure Law when no costs were in fact due to those firms, to be dishonest. In those circumstances, Mr Hanison was dishonest by the standards of ordinary decent people.

### Mr Hanison's Case

56.11 Mr Hanison admitted this allegation, including the allegations of acting dishonestly and without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 4

56.12 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

57. **Allegation 5: misleading Person A regarding payment of fees - In around January 2016, Mr Hanison represented to Person A that the defendants in Client A's case were refusing to pay the fees of Person A and her junior counsel. That representation was misleading and in making it Mr Hanison breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.**

### The Applicant's Case

57.1 Client A first instructed Person A (leading counsel) directly in 2011. When she later instructed solicitors—first Secure Law and then the Firm—Person A continued to act. Person A and Person B (junior counsel) were both retained under CFAs with Secure Law.

57.2 After the claim settled in 2016, Person A submitted a fee note for £24,877.50 (excluding VAT and success fee) and Person B for £13,132.75.

57.3 Following settlement, Mr Hanison contacted Person A and the clerks' room. He told Person D, the clerk to both counsel, that the defendants' solicitors were refusing to pay counsel's fees because the CFAs were with Secure Law rather than the Firm. On this basis, he suggested that counsel might need to accept a reduced payment. Person D relayed this to counsel on 15 February 2016, stating that Mr Hanison had "*around £20,000 plus VAT to play with*" if they were willing to accept it in full settlement of their fees.

57.4 As a result, counsel agreed on 18 March 2016 to accept £20,000 inclusive of VAT and success fee. Person A recalled receiving £11,000, and Person B received £5,555.55 plus VAT. However, correspondence from the time of the settlement negotiations shows that the defendants' solicitors never raised any issue regarding counsel's fee notes or funding arrangements. The SRA confirmed this directly in 2022: both Baker & McKenzie and Hill Dickinson stated they had no objection to counsel's fees or CFAs and had not raised any such concerns with Mr Hanison.

57.5 Accordingly, Mr Hanison misled Person A, Person B and Person D into believing that the defendants had challenged their CFAs when this was untrue.

### Breaches of the Rules

57.6 Mr Hanison took advantage of Person A and Person B in his professional capacity, breaching Outcome 11.1 of the 2011 Code. Solicitors are required to discharge their professional duties with integrity, probity, and trustworthiness. Mr Hanison abused the trust he knew Persons A, B and D placed in him and took advantage of his position.

- 57.7 As a result of Mr Hanison taking advantage of them, Person A and Person B accepted significantly lower fees than they were entitled to receive for the work carried out on Client A's claim.
- 57.8 This conduct demonstrated Mr Hanison's lack of integrity, breaching Principle 2 of the 2011 Principles. His conduct fell short of the higher standards which society expect from solicitors. A solicitor acting with the high ethical standards expected of the profession would not mislead and take advantage of others to wrongfully deny them legitimately earned fees.
- 57.9 The public trust the profession to act in good faith and public trust and confidence would be lost in both Mr Hanison and the provision of legal services if they were aware that Mr Hanison misled fellow legal professionals to deny them legitimately incurred and due fees on client matters. Therefore, Mr Hanison also breached Principle 6 2011 Principles. Mr Hanison's conduct was aggravated by dishonesty.
- 57.10 Applying the test of Ivey v Genting, Mr Hanison knew the following when he made the dishonest representations involved:
- That his representation to Person A that the solicitors were contesting counsels' fees was untrue.
  - That his similar representation to Person D was untrue.
  - That this representation would be passed on by Person A and/or Person D to junior counsel, Person B.
  - That Persons A, B and/or D would believe the representation to be true.
  - That Persons A, B and/or D would not check the truth of the Representation with the defendants' solicitors, because they would trust Mr Hanison, as a solicitor, to tell them the truth.
  - That not paying Person A and B's fees in full would enable the Firm to retain a larger amount of the settlement money; and
- 57.11 That he, Mr Hanison, would benefit financially by that. By the standards of ordinary decent people, to lie to professional colleagues to obtain an unjustified financial advantage would be regarded as dishonest.

#### Mr Hanison's Case

- 57.12 Mr Hanison admitted this allegation, including the allegations of acting dishonestly and without integrity, in an email sent to the Applicant on 16 February 2026.

#### The Tribunal's Findings – Allegation 5

- 57.13 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

## **Allegations relating to the case of client B**

58. **Allegation 6: not taking instructions on offers - Between around August 2015 and September 2016, Mr Hanison, while conducting negotiations to settle Client B's medical negligence claim, failed to take instructions from Client B on one or more offers/counteroffers made and/or rejected, and he thereby breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.1 and 1.12 of the 2011 Code.**

### The Applicant's Case

- 58.1 Client B, like Client A, initially instructed Rosenblatts and later Secure Law regarding her vaginal mesh claim. When Secure Law ceased trading, she instructed the Firm under a CFA issued on 14 August 2015.
- 58.2 On 17 August 2015, Mr Hanison spoke with Sarah Croft of Shook Hardy Bacon LLP, the defendants' solicitors, and indicated that Client B was open to settlement. Client B, however, had no recollection of giving such instructions, although an email exchange with Mr Hanison between 15 and 29 September 2015 later showed there had been a discussion about a possible settlement range of £100,000–£120,000.
- 58.3 Also, on the morning of 17 August, Mr Hanison sought counsel's advice on settlement figures. Counsel (Person A and Person B) advised that a gross damages offer of £165,000 or more was reasonable and that £195,000 would be "*a great result*".
- 58.4 Despite this, from 18 August 2015 Mr Hanison began making settlement proposals to the defendants on behalf of Client B, starting at £400,000 inclusive of costs, without obtaining her instructions. Over the following weeks, Ms Croft made counter-offers on 28 August and 11 September 2015, both of which Mr Hanison rejected without informing Client B or seeking her instructions.
- 58.5 On 13 September 2015, Mr Hanison made a further offer of £299,999 inclusive, claiming this reflected Client B's instructions and that she wished to pursue litigation if it was not accepted. These statements were untrue; she had given no such instructions.
- 58.6 On 14 September 2015, Ms Croft counter-offered £290,000. Mr Hanison told her that Client B would "*likely*" reject the offer and would not accept less than £295,000, again without Client B's authority. Later that evening, he sent another email stating he now had instructions to offer £295,000 on the condition it was promptly accepted and paid. Client B had given no instructions to make this offer.
- 58.7 On 15 September 2015, Ms Croft accepted the £295,000 offer. Only later that day, around six hours after the defendants had already accepted, did Mr Hanison inform Client B that her claim could now be settled. His email provided no explanation of the global settlement figure. Instead, he told her she would receive a net £130,000 after costs, disbursements, and insurance premiums, and gave a valuation rationale that implied a settlement figure of £300,000. This provided circumstantial support that no updated discussion had taken place since 17 August.

- 58.8 The email did not provide the overall settlement figure of £295,000 nor did it explain how that would be broken down. It simply stated: “you will receive a total net payment of £130,000 (i.e. after the payment of all legal fees – Secure Law and [the Firm], all disbursements and the ATE premium)”.
- 58.9 The email went on to say, “The £130,000 net figure represents a valuation of your claim at £300,000 (which takes the highest claim valuation number in Counsels’ latest Advice) and where a litigation risk of 39.5% is then applied (as discussed Counsels’ current view is that the Litigation risk is at best 35%, but in the range of 45-35%). This gives a total claim of £181,500 and after deduction of the applicable success fee (including any shortfall in unrecoverable costs) at 25% and the ATE Premium leaves £130,000”.

Client B confirmed acceptance the next day.

### Breaches of the Rules

- 58.10 By failing to inform Client B about any offers being put forward on her behalf or received in respect of her claim, she was precluded from being in a position to make informed choices about the services she needed, how her matter was being handled and the options available to her, contrary to Outcome 1.12 of the 2011 Code.
- 58.11 A solicitor acting with integrity would or should provide information and advice about the options available to their clients before accepting or rejecting on the client’s behalf offers to settle, and before making counteroffers, explaining the risks and consequences of proceeding with, and settling claims. They would ensure that the client had a complete understanding of the breakdown of any settlement and how and why the amount was a suitable and sensible settlement. Mr Hanison failed to do any of this, which is evidence that he failed to act with integrity, contrary to Principle 2 of the 2011 Code. He did not act in accordance with the standard society expects of solicitors or that the profession expects of its members.
- 58.12 Mr Hanison’s conduct also breached Principles 4 and 6 of the 2011 Code. It was not in Client B’s interests not to be informed of the various offers being made, and not to inform her amounts of a failure to provide a proper standard of service. Mr Hanison failed to behave in a way that maintained public trust in himself and in the provision of legal services by effectively presenting Client B with a fait accompli which she felt left her little option but to accept. This was an unfair way to treat her and represented a failure to achieve Outcome 1.1 of the 2011 Code.

### Mr Hanison’s Case

- 58.13 Mr Hanison admitted this allegation, including the allegations of acting without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal’s Findings – Allegation 6

- 58.14 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant’s evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

59. **Allegation 7: misled other side regarding instructions on offers - Mr Hanison made the following representations to the Defendant's solicitors, Shook Hardy Bacon LLP, purporting to have taken instructions from Client B: (7.1) On 18<sup>th</sup> August 2015 Mr Hanison represented that Client B would be prepared to accept £400,000 to settle the case. (7.2) On 13<sup>th</sup> September 2015 he represented that he had taken instructions from Client B who had authorised him to make a lower offer of £299,999 to settle the case and had instructed Mr Hanison that if it was not accepted by 9.00am on 15<sup>th</sup> September he should continue to pursue the claim. (7.3) On 14<sup>h</sup> September 2015 he represented that he had taken further instructions from Client B who had instructed him to put forward an offer of £295,000 to settle the case so long as the offer was accepted by 17.00 the following day. One or more of those representations was untrue and/or misleading and in making them Mr Hanison breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code.**

### The Applicant's Case

#### Breaches of the Rules

- 59.1 In representing to the defendant's solicitors on 18 August 2015, 13 September 2015, and 14 September 2015 that he had taken instructions from Client B, when he had not done so, Mr Hanison failed to act with integrity. A solicitor acting with integrity would not mislead another solicitor about the instructions he had received and make or reject offers in a way that could be repudiated by the client who had not approved the action. This conduct was contrary to Principle 2 of the 2011 Principles. A solicitor misleading another undermined trust in the profession contrary to Principle 6. In so doing he took unfair advantage of the solicitors, by exploiting the likelihood that they would trust that he was acting under instructions and so failed to achieve Outcome 11.1 of the 2011 Code and impeded the ability of his clients to make informed decisions, contrary to Outcome 1.12 of the 2011 Code.

#### Dishonesty in relation to of Allegation 7

- 59.2 Allegation 7 was advanced on the basis that the conduct was aggravated by dishonesty. Dishonesty was alleged as an aggravating feature but was not an essential ingredient in proving Allegation 7.
- 59.3 When misleading the solicitors as to whether he had instructions or not, applying the Ivey v Genting test Mr Hanison knew the following:
- That he had not taken Client B's instructions on the offers/counteroffers set out above.
  - That he should not be conducting negotiations without instructions.
  - That if he told the defendant's solicitors that he did not have instructions, they would most likely refuse to enter into discussions on the suggestions Mr Hanison was making.

- That if he told the defendant's solicitors, he had taken instructions they would believe him.
- That the defendant's solicitors had no way of checking what instructions he had; and
- That Client B had no effective way of knowing what offers/counteroffers were being made if he, Mr Hanison, did not tell her about them.

59.4 Ordinary decent people would regard it as dishonest for a solicitor to claim to another solicitor to have told his client information when he knew he had not done so, and to be claiming to act on instructions when he was not.

#### Mr Hanison's Case

59.5 Mr Hanison admitted this allegation, including the allegations of acting dishonestly and without integrity, in an email sent to the Applicant on 16 February 2026.

#### The Tribunal's Findings – Allegation 7

59.6 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

60. **Allegation 8: retained £45,000 from settlement when not entitled to do so - Around or after 15th September 2015 Mr Hanison wrongly retained around £45,000 from Client B's settlement, purportedly on the basis that it represented a 25% success fee. In so doing he breached any or all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve any or all of Outcomes 1.1 and 1.2 of the 2011 Code.**

#### The Applicant's Case

60.1 Mr Brassington submitted that Client B received £130,000 from the £295,000 settlement. An additional £6,125 was for the ATE premium, although there was no evidence that Mr Hanison had paid this, and £62,500 was paid to Secure Law for their costs. This left £69,226.20 which must have been retained by Mr Hanison and the Firm. Mr Hanison settled the case one month from being instructed.

60.2 The CFA between Client B and the Firm confirmed that the Firm was entitled to deduct from Client B's damages a success fee of 100% of the basic costs, albeit limited to 25% of her total damages. In his email to Client B on 15 September 2015, Mr Hanison explained that he had valued Client B's claim at £300,000 but reduced the value of her damages by 39.5% litigation risk to £181,500. From that, he deducted 25% of the damages as his success fee i.e. £45,375.

60.3 Mr Hanison was only entitled to deduct 100% of his actual incurred costs from Client B's damages, subject to a cap of 25% of her damages. In an email dated 7 March 2022, Mr Hanison stated that the Firm's costs totalled £36,663.50 costs, plus VAT. The Tribunal was invited to infer that the deduction was not the result of a

calculation of actual costs because:

- There was no documentary evidence of what the costs were.
- Mr Hanison had failed to provide any breakdown of the costs despite requests from Client B, made on her behalf by her husband; and
- The Firm had only been instructed for little over a month at the point of settlement making it unlikely that costs of £36,663.50 (excluding VAT) had been properly incurred – even at £500 per hour, that amounts to over 70 hours’ work.

### Breaches of the Rules

- 60.4 In the absence of a proper justification, the deduction of £45,375 was wrong. A solicitor acting with integrity would not deduct fees from a client’s settlement without having a proper justification for it, and in so doing Mr Hanison breached Principle 2 of the 2011 Principles. The deduction was unfair to Client B and contrary to Client B’s best interests, in breach of Principle 4 of the 2011 Principles and was a failure to achieve Outcomes 1.1 and 1.2 of the 2011 Code.
- 60.5 If Client B or any member of the public was aware that Mr Hanison had wrongly deducted £45,375 from a client’s damages and received £69,226.20 for one month of negotiating a settlement when Client B had received £130,000 after being in hospital for six months, losing part of her bladder and suffering long term kidney failure, trust in Mr Hanison and the provision of legal services would be damaged. Mr Hanison therefore breached Principle 6 of the 2011 Principles.

### Dishonesty in relation to of Allegation 8

- 60.6 Allegation 8 was advanced on the basis that the conduct was aggravated by dishonesty. Dishonesty was alleged as an aggravating feature but is not an essential ingredient in proving Allegation 8.
- 60.7 When wrongfully deducting £45,375 from Client B’s damages Mr Hanison knew the following (applying the Ivey v Genting test):
- There was a valid CFA in place.
  - Under the terms of the CFA, the Firm was allowed to deduct as a success fee a sum equivalent to actually incurred costs, subject to a cap of 25% of Client B’s damages.
  - The Firm had not incurred costs of £45,375 in the month he had been instructed.
  - Mr Hanison was therefore not entitled to deduct that sum as a success fee.
  - Without a breakdown of costs, Client B would find it difficult or impossible to work out that Mr Hanison was not entitled to deduct the sum; and

- It was likely the Firm, and by extension Mr Hanison, as the only director, would benefit financially from the deduction.

60.8 By the standards of ordinary decent people, it was dishonest to take money belonging to another to which you were not entitled. In interview, Mr Hanison told Person C, the SRA's Forensic Investigation Officer that the offers and counteroffers would have been presented to Client B but that they were not necessarily on the client file that he provided to the SRA. Person C also asked Mr Hanison in written questions dated 21 February 2023 to confirm that the offers and counteroffers to settle Client B's claim were subject to instructions from the client. Mr Hanison never responded.

### The Respondent's Case

60.9 Mr Hanison failed to advance a case in respect of this allegation.

### The Tribunal's Findings – Allegation 8

60.10 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted dishonestly and without integrity. The Tribunal found this matter proved on the balance of probabilities.

### **Allegations relating to the case of client C**

61. **Allegation 9: failing to obtain ATE: Between 21 December 2015 and 13 October 2021, the Respondent failed to ensure that Client C had valid ATE insurance in place. In so doing: (9.1) Insofar as the conduct took place prior to 25 November 2019, he breached any of all Principles 4, 5 and 6 of the 2011 Principles and failed to achieve Outcome 1.2 of the 2011 Code. (9.2) Insofar as the conduct took place on or after 25 November 2019, he breached any or all of Principles 2, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.**

### The Applicant's Case

61.1 Like Client A and Client B, Client C instructed the Firm to recover compensation for medical negligence after Secure Law had folded. She entered into a CFA around December 2015 with the Firm and the client care letter confirmed that she would have the benefit of ATE insurance. During her time with Secure Law, she had been told that they had arranged for her to have a policy of ATE insurance via Firm A.

61.2 In an email of 13 October 2021 at 10:51 Mr Hanison reassured Client C about possible costs stating, "*As discussed and requested ... whatever the outcome of your case, you will not be at risk of having to pay any money in respect of the Defendants' legal costs ...*", thus implying that there was an ATE policy in place.

61.3 After being alerted to concerns over the validity of her ATE insurance policy by Dr Richards, Client C contacted Firm A and discovered that the policy she had had with them had been cancelled by Firm A years earlier because Mr Hanison had not kept Firm A updated on the progress of her claim.

61.4 Allowing the ATE insurance policy to lapse put Client C's prospects of successfully

claiming compensation at risk. ATE insurance would cover any costs and disbursements claimed by the defendant, if Client C lost her case, or failed to improve on a Part 36 offer. Without the ATE insurance, Client C was at risk of having to pay all those costs herself, if her claim was unsuccessful, which weakened her negotiating position.

### Breaches of the Rules

- 61.5 By not ensuring Client C had ATE insurance, Mr Hanison failed to act in the best interests of Client C, breaching Principle 4 of the 2011 Principles and also failed to protect Client C's interests in her matter, failing to achieve Outcome 1.2 of the 2011 Code. The failure to undertake such a basic task was also a failure to provide a proper standard of service contrary to Principle 5 of the 2011 Principles and likely to undermine trust in solicitors, contrary to Principle 6 of the 2011 Principles.
- 61.6 The continuing failure to ensure that Client C had the benefit of ATE insurance is likely to undermine the public's trust in solicitors, and insofar as it occurred on and after 25 November 2019 was a breach of Principle 2 of the 2019 Code for the reasons set out above. It also represents a failure to provide a proper standard of service contrary to Principle 7.
- 61.7 Given the risks, a solicitor acting with integrity would not have allowed this situation to continue for so long. Mr Hanison was therefore also in breach of Principle 5 of the 2019 Code.

### The Respondent's Case

- 61.8 Mr Hanison admitted this allegation, including the allegations of acting without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 9

- 61.9 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.
62. **Allegation 10: wrongly told client about costs immunity - The Respondent inaccurately reassured Client C on 13 October 2021 that she was not at risk of having to pay the defendants' costs if she lost her case. In so doing he breached Principle 2 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.**

### The Applicant's Case

- 62.1 Mr Brassington submitted that as there was no valid ATE insurance in place, Mr Hanison's reassurance in an email to Client C dated 13 October 2021 was inaccurate and misleading. Mr Hanison had never asserted that he was unaware that the ATE had lapsed.

### Breaches of the Rules

- 62.2 A solicitor acting with integrity would not provide such a reassurance unless he had satisfied himself that it was true. Mr Hanison could not have done so, as it was not true. He therefore breached Principle 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
- 62.3 Mr Hanison's actions towards Client C in falsely reassuring her that she was protected from costs even if she lost her case were not what the public would expect from a solicitor and would damage trust and confidence in the solicitors' profession. Mr Hanison therefore also breached Principle 2 of the 2019 Principles.

### The Respondent's Case

- 62.4 Mr Hanison failed to advance a case in respect of this allegation.

### The Tribunal's Findings – Allegation 10

- 62.5 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted without integrity. The Tribunal found this matter proved on the balance of probabilities.
63. **Allegation 11: misled other parties about ATE - On 22 March 2022 the Respondent: (11.1) Represented inaccurately to Irwin Mitchell solicitors that valid ATE insurance was in place for Client C's claim; (11.2) Represented inaccurately to the SRA that valid ATE insurance was in place for Client C's claim; (11.3) Sent to the SRA a document purporting to be Client C's valid ATE insurance schedule which he had altered, or caused to be altered, to mask the address of the solicitor who had taken out the insurance. He thereby breached either or both of Principles 4 and 5 of the 2019 Principles, and Paragraph 1.4 of the 2019 Code.**

### The Applicant's Case

- 63.1 Mr Brassington submitted that, following Client C's complaint, the Applicant asked Mr Hanison on 9 March 2022 to provide a copy of her ATE insurance policy. On 22 March 2022, he sent the SRA a policy schedule dated 30 September 2014, stating that the policy was "*still in place*". This was untrue. Firm A confirmed on 24 March 2022 that Client C's ATE policy remained with Secure Law and had been closed due to inactivity in October 2017. The Firm could have requested a transfer when taking over the case but never did so.
- 63.2 Client C also supplied the Applicant with her own copy of the policy schedule. Comparison showed that the version supplied by Mr Hanison was identical except that the section beneath Firm A's logo—labelled "YOUR SOLICITOR" and showing Secure Law's details—had been obscured. The logical inference was that the policy document provided by Mr Hanison had been altered.
- 63.3 Just over an hour after sending the altered schedule to the Applicant, Mr Hanison responded to Irwin Mitchell, who represented the lead case in the associated group

litigation and had repeatedly sought confirmation about ATE coverage due to shared costs risks. In his reply at 19:25 on 22 March 2022, he stated that Client C had indemnity cover with Firm A up to £100,000, implying her ATE insurance was active apart from counsel's fees. This too was untrue.

- 63.4 When Mr Hanison told the Applicant that Client C's ATE was still in place, either he knew that it was not, or was reckless as to whether it was in place. The Applicant had asked him to provide a copy of the schedule in the context of a complaint from Client A that the policy had not been maintained. Had Mr Hanison genuinely believed the ATE policy was still in place, or checked the position, there would have been no need to send an altered copy of the schedule with the previous solicitor's details obscured.
- 63.5 Mr Hanison must also have known, or decided not to check, that the policy was not valid when he emailed Irwin Mitchell around an hour later.

### Breaches of the Rules

- 63.6 Informing the Applicant that Client C's ATE insurance was "*still in place*" when this was not true was an attempt to mislead the Applicant into believing that the policy remained valid. If it were not for Client C supplying her version of the policy document, thus enabling a comparison of the two, Mr Hanison would have misled the Applicant. Providing a copy of the ATE insurance policy schedule, omitting Secure Law's details was part of the attempt to mislead the SRA about Client C's insurance status. This conduct breaches paragraph 1.4 of the 2019 Code.
- 63.7 A solicitor acting with integrity would not mislead the Applicant or another solicitor about a client's insurance position. This conduct was therefore also in breach of Principle 5 of the 2019 Principles.
- 63.8 The conduct was also dishonest and so a breach of Principle 4 of the 2019 Principles.
- 63.9 When Mr Hanison sent the Applicant the email with the altered schedule he knew:
- That Client C's ATE policy was not valid.
  - That the policy had been taken out by the previous solicitor and had not been renewed or maintained by the Firm.
  - That he could obscure that fact by altering the document to hide the previous solicitor's involvement with the schedule; and
  - That this alteration was unlikely to be detected by the Applicant.
- 63.10 By the standards of ordinary decent people, a deliberate attempt to mislead another about the status of an insurance policy, in part by altering a key document, was dishonest.
- 63.11 When Mr Hanison, later the same day, sent Irwin Mitchell the email in response to their enquiries about the ATE policy he knew:

- That Client C's ATE policy was not valid.
- That Irwin Mitchell would accept his reassurance that it was valid.
- That as they were dealing with another solicitor, Irwin Mitchell would trust Mr Hanison to tell them the truth about the policy; and
- That Irwin Mitchell would be unlikely to take independent steps to verify the policy.

63.12 By the standards of ordinary decent people, a deliberate attempt by a solicitor to mislead another about the status of an insurance policy was dishonest.

#### Mr Hanison's Case

63.13 Mr Hanison failed to advance a case in respect of this allegation.

#### The Tribunal's Findings – Allegation 11

63.14 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted dishonestly and without integrity. The Tribunal found this matter proved on the balance of probabilities.

#### **Other allegations**

64. **Allegation 12: submitted a false public Indemnity Insurance Proposal - On or after 7 January 2022 Mr Hanison signed and submitted, or caused to be submitted, a Public Indemnity Insurance proposal form for Fortitude Law which contained inaccurate and misleading information. In so doing he breached any or all of Principles 2, 4 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.**

#### The Applicant's Case

64.1 In the PII proposal form for the Firm for the insurance period 15 January 2022 to 14 January 2023, which Mr Hanison signed on 7 January 2022, he failed to declare the SRA's previous forensic investigation, which had started on 25 November 2020. The declaration on the form required Mr Hanison to confirm that he had not suppressed or misstated any facts.

64.2 Mr Hanison told Person C, the SRA Forensic Investigator, that the copy provided to Person C was the incorrect version, but Mr Hanison did not subsequently provide any other version of the form to Person C.

64.3 In an email to Person F, an SRA Investigation Officer, on 11 May 2023, Mr Hanison attached "*the final version of the PI renewal form dated 08.01.22*" which he said he sent to the broker on 8 January 2022 which stated that the Firm had been subject to an investigation by the SRA, correcting the mistake on the form dated 7 January 2022.

64.4 On 16 May 2023 Person F, the SRA investigation Officer, contacted Person G at

Firm B, the Firm's insurance brokers, and provided him with both copies of the PII renewal forms. Person G responded the same day confirming that he had not received the updated form dated 8 January 2022 from Mr Hanison.

- 64.5 As the COLP, COFA, manager and owner of the Firm, it was Mr Hanison's responsibility to complete the PII form. In any event, he signed the form declaring that the facts had not been suppressed or misstated. The form dated 7 January 2022, which is the only version Person G received, had suppressed and misstated the facts because it stated that the Firm had not been investigated by the SRA in the last six years when it had. The question was asked as a tick box exercise with two options: yes or no. Mr Hanison had ticked 'no' and submitted this to Person G, representing that the Firm had not been investigated by the SRA when it had.
- 64.6 There was no evidence that Mr Hanison had, as he claimed, sent Person G the updated form on 8 January 2022 for the following reasons:
- Person G confirmed that Firm B did not receive the Updated Form.
  - Mr Hanison had not provided the original email evidence showing that the Updated Form was ever sent to Firm B/Person G.
  - The pdf document Mr Hanison supplied which purported to be the sending of the final version of the form made no mention of the SRA investigation, or the fact that this was a corrected form.

#### Breaches of the Rules

- 64.7 Applying the test from Ivey v Genting set out above, at the time of his actions Mr Hanison knew that the Firm had been subject to a forensic investigation commencing in November 2020. Representing, by ticking the 'no' box, that the Firm had not been subject to an SRA investigation in the previous six years was misleading as it was untrue. By the standards of ordinary decent people, stating something in a formal document that you know to be untrue is dishonest. Mr Hanison was thereby in breach of Principle 4 of the 2019 Principles.
- 64.8 Mr Hanison provided false information to his insurance broker and signed a declaration that he knew was inaccurate and untrue, knowing that the insurance broker and insurance providers would rely on the information to offer his firm PII. He thereby demonstrated a lack of integrity and breached Principle 5 of the 2019 Principles.
- 64.9 Mr Hanison's actions were misleading to his insurance brokers and the insurance provider contrary to paragraph 1.4 of the 2019 Code. Person G confirmed in his email dated 16 May 2023 that the Firm appeared to have misled the insurers and that they would have to notify their wholesale insurance broker and the insurance provider as a result.
- 64.10 Members of the public expected solicitors to provide accurate and truthful information to their insurers especially as professional indemnity insurance provided an additional safeguard and protection for clients who used the services of solicitors

should matters go wrong. If the public was aware that a firm was not properly insured to protect its clients' interests, its trust in the profession and in the provision of legal services would be diminished. By his conduct Mr Hanison breached Principle 2 of the 2019 Principles.

### Mr Hanison's Case

64.11 Mr Hanison admitted this allegation, including the allegations of acting without integrity, by way of an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 12

64.12 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

65. **Allegation 13: creation of fake ATE insurance schedules - Between 2 November 2015 and 24 January 2020 Mr Hanison created, or caused to be created, one or more false insurance policy schedules designed to give a misleading impression to clients and/or third parties that ATE insurance was in place when it was not. In so doing: (13.1) Insofar as the conduct occurred prior to 25 November 2019 Mr Hanison breached any of all of Principles 2, 4 and 6 of the 2011 Principles and failed to achieve either or both of Outcomes 1.2, 1.5 and 1.12 of the 2011 Code. (13.2) Insofar as the conduct occurred on or after 25 November 2019 Mr Hanison breached any of all of Principles 2, 4, 5 and 7 of the 2019 Principles and Paragraph 1.4 of the 2019 Code. (13.3) Mr Hanison's conduct was aggravated by dishonesty.**

### The Applicant's Case

65.1 Mr Brassington submitted that Person H, a manager at Firm A, the ATE insurance firm, was approached by firms of solicitors who had taken over claims for compensation of former clients of the Firm, following the SRA's intervention into the Firm. The firms had located ATE policy schedules purportedly issued by Firm A on the files recovered from the Firm and contacted Firm A to advise the claim had been transferred to them.

65.2 The policy schedules disclosed by the new firms to Person H did not reconcile with Firm A's records. On closer inspection, the policy schedules for Clients G, I and J did not appear to be genuine policy schedules, as the policy numbers could not be traced, the wording was incorrect, the company name appeared as Firm A "*pie*" not 'plc' and the policy for Client J included a company logo which was out of date for the policy issue date of 4 April 2018.

65.3 The policy schedule for Client I was located on the electronic file, recovered by the SRA Intervention Agent, as a Word document. The metadata for the Word document shows that it was last saved by and last modified by Mr Hanison on 24 January 2020.

65.4 The evidence indicated that Mr Hanison created, or caused to be created, falsified Firm A policy schedules to give the impression to clients and third parties that ATE

insurance was in place when it was not.

65.5 The Tribunal was invited to infer that Mr Hanison was responsible for the creation of these falsified policies because:

- Firm A's genuine policy schedules are provided as PDFs, not word documents.
- Client I's purported schedule was contained in a word document modified by Mr Hanison nearly two years after the purported policy issue date.
- There is no legitimate reason Mr Hanison would be in possession of a word version of a Firm A policy schedule.
- There is no legitimate reason Mr Hanison would be modifying and saving such a document.
- Mr Hanison knew that the Client I document was not genuine.
- The document for Client I, and the other created schedules, appear in the file of the relevant client; and
- It was more likely than not that if Mr Hanison was responsible for, or involved in, producing Client I's falsified schedule that he either created, or caused to be created, the other falsified schedules.

#### Breaches of the Rules

- 65.6 For conduct prior to 25 November 2019, this conduct demonstrated that Mr Hanison had failed to act with integrity. He knew when he was creating the ATE policy documents that they were false and would mislead clients and third parties into believing protection was in place when that was not the case, in breach of Principle 2 of the 2011 Principles.
- 65.7 This was not the conduct the public expected of the legal profession or that the profession expected of its own members. It would undermine trust in the solicitor's profession, and so was a breach of Principle 6 of the 2011 Principles. Further, it involved leaving clients without valid ATE cover, which was not in their interests and a breach of Principle 4 of the 2011 Principles.
- 65.8 Mr Hanison's conduct could have put clients at risk of making decisions they would not otherwise have made because they believed they had the financial protection of ATE insurance. Mr Hanison failed to take account of his clients' needs and circumstances or enable them to take informed decisions and therefore failed to achieve Outcomes 1.5 and 1.12 of the 2011 Code for conduct before 25 November 2019.
- 65.9 By failing to obtain legitimate ATE insurance policies for his clients, Mr Hanison did not provide services to them which protected their interests in their matter. By its very nature, ATE insurance is to protect clients' interests and in not providing this to them, Mr Hanison failed to achieve Outcome 1.2 of the 2011 Code.

65.10 The conduct was also dishonest. Applying the Ivey test, at the time of the conduct, Mr Hanison knew that:

- The policies were not genuine.
- He had created them or caused them to be created.
- The policies would mislead a client, or a defendant's solicitor as they would give the false impression that ATE insurance was in place when this was not true.
- A client or a defendant's solicitor would be unlikely to independently check that the policy was genuine; and
- If the case settled, particularly with a global figure inclusive of damages, costs, disbursements and VAT, no call on the policy would need to be made, and so the fact that the policy was fake would not be detected.

65.11 By the standards of ordinary decent people, creating fake insurance schedules and using them to mislead clients or others is dishonest. Mr Hanison's conduct was therefore aggravated by dishonesty in accordance with the test in Ivey for conduct occurring before 25 November 2019.

65.12 Dishonesty was alleged as an aggravating feature in respect of conduct occurring before 25 November 2019 but was not an essential ingredient in proving the allegation for conduct prior to that date.

65.13 For conduct on or after 25 November 2019, Mr Hanison breached Principle 4 of the 2019 Principles by the dishonest nature of creating fake ATE schedules as set out above.

65.14 The conduct was also misleading to the clients and others as Person H stated in his witness statement dated 9 January 2024 that representatives for clients had contacted him as they had found documents on the client files purporting to be genuine policy schedules or reference to litigation funding agreements. For conduct after 25 November 2019, this breached Paragraph 1.4 of the 2019 Code.

65.15 Members of the public would be shocked to hear that a solicitor created fake insurance policies, exposing his clients to risk of having to pay costs. This conduct undermined trust in profession and breaches Principle 2 of the 2019 Principles.

65.16 Furthermore, this conduct demonstrated that Mr Hanison did not act in his clients' best interests in breach of Principle 7 of the 2019 Principles.

#### Mr Hanison's Case

65.17 Mr Hanison failed to advance a case in respect of this allegation.

### The Tribunal's Findings – Allegation 13

- 65.18 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted dishonestly and without integrity. The Tribunal found this matter proved on the balance of probabilities.
66. **Allegation 14: not acting in best interests of Clients D, E, F, G and H - Between 2015 and 2022 Mr Hanison failed to act in the best interests of one or more of Clients D, E, F, G, and H. In so doing: (14.1) Insofar as the conduct occurred prior to 25 November 2019, he breached any or all of Principles 2, 4, 5 and 6 of the 2011 Principles, and failed to achieve either or both of Outcomes 1.5 and 1.12 of the 2011 Code. (14.2) Insofar as the conduct occurred on or after 25 November 2019, he breached any or all of Principles 2, 5 and 7 of the 2019 Principles, and Paragraph 3.2 of the 2019 Code.**

### The Applicant's Case

#### *Client D*

- 66.1 Client D transferred her case to the Firm after Secure Law ceased trading in 2015. Her main point of contact was Dr Richards.
- 66.2 In October 2021, Dr Richards informed Client D that her access to the Firm's computer systems had been restricted and advised Client D to contact Mr Hanison directly. This was particularly urgent because the limitation deadline for bringing a claim against Eastbourne District Hospital Trust was imminent.
- 66.3 Despite repeated attempts, Client D received no response from Mr Hanison. She emailed him at 11:12 on 12 October 2021. In response to the Applicant's later enquiries, Mr Hanison produced a PDF of an email purportedly sent to Client D at 09:06 on 12 October 2021, supposedly updating her on the matter, that is before Client D had emailed him. He was unable to produce the original email file, and Client D states she never received such an email.
- 66.4 As a result of the lack of communication and the missed opportunity to progress her case, Client D may have been out of time to pursue compensation against Eastbourne District Hospital Trust for the alleged negligence.

#### *Client E*

- 66.5 Client E instructed the Firm around 2015 in a medical negligence claim after surgery left her with a paralysed arm. Mr Hanison told her the claim was worth £1.95 million. Before mediation in April 2018, she instructed him not to settle for less than £750,000. Despite this, Mr Hanison told Client E and her husband not to attend the mediation on 17 April 2016.
- 66.6 During the mediation, Mr Hanison called Client E and gave her only 20 minutes to decide on an offer of £150,000 plus fees. Feeling pressured, she accepted. However, she was unaware that state benefits she had previously received would be deducted from this sum, and that Mr Hanison would take £30,000 plus VAT in legal costs.

Ultimately, she received only around £70,000, significantly below the minimum settlement she had expected to receive

- 66.7 When he informed Client E that the offer of £150,000 plus fees had been made, Mr Hanison failed to tell her that this was a gross offer inclusive of previously received state benefits. Mr Hanison therefore failed to act in Client E's best interests, breaching Principle 4 of the 2011 Principles. The failure to provide Client E with this important information prevented her from being able to make an informed decision about her settlement, contrary to Outcome 1.12 of the 2011 Code.
- 66.8 Furthermore, Mr Hanison deducted £36,000 from Client E's settlement when the offer made was for costs to be paid in addition to the £150,000. Mr Hanison should not have deducted any costs from Client E's settlement. In addition, he should have refunded Client E the amount that she had previously paid to him in respect of costs and experts' fees. By failing to refund Client E the amount previously paid to him for costs and expert fees, Mr Hanison failed to act with integrity, breaching Principle 2 of the 2011 Principles. Client E requested a copy of the Bill of Costs from Mr Hanison, but he never provided one to her.

#### *Client F*

- 66.9 Client F contacted the Firm in May 2019 to pursue a claim for medical negligence compensation on her behalf. She entered into a CFA with the Firm. In her client care letter, Mr Hanison told Client F that she had to issue a court claim either by 31 October 2019 or 11 September 2021, to preserve her position.
- 66.10 Mr Hanison told Client F on 11 October 2020 that the NHS Trust had extended a limitation standstill until 5 December 2020. Following this, Client F contacted the Firm, who would tell her that they were investigating her case or that the limitation had been extended further.
- 66.11 On 18 March 2022 Mr Hanison emailed Client F to inform her that they would not be taking on Client F's claim and that she should contact alternative solicitors to protect her limitation date.
- 66.12 Client F had since discovered that the Firm failed to extend the limitation standstill, after it had initially been agreed until May 2020, and the NHS Trust had closed their file due to inactivity. No progress had been made on her claim, and she had missed her limitation date, meaning that she was statute barred from making a claim for the medical negligence suffered.

#### *Client G*

- 66.13 Client G approached the Firm in late 2015 after complications from surgery in January 2014. She signed a CFA and client care letter dated 2 November 2015, countersigned by Mr Hanison on 17 November 2015.
- 66.14 Dr Richards informed Client G in June 2016 that a complaint had been made to the NHS Trust earlier that year. A letter of claim had in fact been sent on 9 March 2016, and the Trust denied liability in September 2017. The Firm's internal review assessed

Client G's prospects of success as over 75%, a view supported by Counsel in March 2018. Mr Hanison valued her claim at around £400,000.

- 66.15 Client G became concerned about lack of progress. Apart from the initial client care documentation, the file contained no other correspondence sent to her. After Dr Richards and another staff member left, her case was handed to a trainee solicitor supervised by Mr Hanison.
- 66.16 In early 2020, Client G left a negative Facebook review and sent a formal complaint. Mr Hanison subsequently contacted her and asked for the review to be removed, which she agreed to do on 3 March 2020 if her case moved forward. On 9 March 2020, he told her the matter was being reassigned to a different trainee, also under his supervision. Other than limited emails about her witness statement, Client G received no substantive updates from either the trainee or Mr Hanison.
- 66.17 On 26 August 2022, she requested her files from both solicitors but never received a reply. Because her claim was not progressed, it is likely that the limitation period for bringing a personal injury claim expired, preventing her from pursuing compensation against the NHS Trust.

#### *Client H*

- 66.18 Client H first instructed Coles Miller LLP regarding a medical negligence claim. They advised her to pursue an additional product liability claim but could not handle that part, so she transferred both matters to the Firm, who told her they were able to pursue both claims. Limitation required the product liability claim to be issued by 11 September 2018, and the clinical negligence claim by January 2021, based on her date of knowledge.
- 66.19 Client H entered into a CFA with the Firm on 10 July 2018, signed by Mr Hanison, while both causes of action were still in time. On 7 August 2018, a trainee, supervised by Mr Hanison, told her that her claim had "*successfully issued*".
- 66.20 On 20 March 2019, Mr Hanison telephoned Client H saying that "*the other side*" required her to pay £10,000 to continue with the claim. He did not explain why. The next day, he persuaded her to abandon the product liability claim and continue only with the clinical negligence claim. Feeling exhausted and confused, she eventually agreed.
- 66.21 On 19 December 2019, Client H received a letter of claim the Firm had sent to the NHS, indicating that a response was due in April 2020. After this, communication from the Firm largely ceased. Throughout 2020 and 2021, Client H repeatedly attempted to contact Mr Hanison, with little or no response. She complained on 11 October 2021, and Mr Hanison replied the same day saying progress would be made.
- 66.22 Internal emails recovered from the file show that by January 2021, Client H had been unable to reach Mr Hanison for months across multiple channels. She reported relief after eventually receiving a response from him, in which he reassured her that her claim was "*protected*", and she would "*not run out of time*". However, by

April 2021, she confirmed she was still not receiving updates.

66.23 On 19 May 2022, Mr Hanison told Client H that she would not succeed at trial and that the Firm was ceasing to act for her. She requested her file but never received a response.

66.24 Client H returned to Coles Miller, who informed her that she had missed limitation and was now out of time to bring either the product liability or clinical negligence claim, despite the Firm previously telling her that limitation had been extended. As a result, she was left without legal representation and unable to pursue either of her potential claims.

### Breaches of the Rules

#### *Client D*

66.25 Mr Hanison's failure to contact Client D, issue her claim or keep her informed of progress, after he dispensed with the services of Dr Richards in October 2021, had denied her the opportunity to pursue a claim for negligence against the NHS Trust. This conduct was evidence of Mr Hanison's failure to act in Client D's best interests, contrary to Principle 7 of the 2019 Principles. It was also evidence of him failing to provide competent and timely services to Client D, contrary to Paragraph 3.2 of the 2019 Code.

66.26 Client D's trust in Mr Hanison and the provision of legal services had been damaged. Members of the public would not expect a solicitor to ignore correspondence from their client or fail to take action to preserve their client's position thus jeopardising a claim. In failing to contact Client D, issue her claim and keep her informed of the progress of her matter, Mr Hanison had failed to behave in a way that maintained the trust the public placed in him and in the provision of legal services, contrary to Principle 2 of the 2019 Principles.

#### *Client E*

66.27 Like Client C, Client E believed that she had the benefit of ATE Insurance with Firm A. However, Firm A have since confirmed to Client E that Mr Hanison failed to complete and return the necessary forms to Firm A and as a result they closed her policy. This left Client E without the benefit of ATE insurance, had she required to use it. Failing to ensure that Client E had the benefit of ATE insurance was evidence of Mr Hanison failing to act in her best interests in breach of Principle 4 of the 2011 Principles.

#### *Client F*

66.28 By failing to progress or protect Client F's claim Mr Hanison had breached Principle 2 of the SRA Principles 2019. Client F's trust and confidence in the profession was damaged because of Mr Hanison's actions, and it was highly likely that any member of the public would also lose trust and confidence in the profession if they became aware of his conduct.

- 66.29 As the sole and principal solicitor in charge of Client F's claim, Mr Hanison failed to act with integrity, in breach of Principle 5 of the SRA Principles 2019, because he told Client F that her claim was protected and progressing when he knew or ought to have known, that it was not. Given his role, position and seniority, Mr Hanison should not have told Client F information he did not know to be true and accurate. This was not conduct that the public or profession would expect from a solicitor.
- 66.30 Mr Hanison failed to act in Client F's best interests, in breach of Principle 7 of the SRA Principles 2019 because he failed to act to properly protect her limitation date or progress her claim at all. In nearly three years of instructing Mr Hanison, Client F's claim made little or no progress from the day that she instructed him.

#### *Client G*

- 66.31 By failing to progress or protect Client G's claim, Mr Hanison failed to act in her best interests, breaching Principle 4 of the 2011 Principles and Principle 7 of the SRA Principles 2019. He also failed to provide Client G with a proper standard of service, breaching Principle 5 of the 2011 Principles. He failed to provide her with a competent service, breaching Outcome 1.5 of the 2011 Code, paragraph 3.2 of the Code of Conduct for Solicitors, RELs and RFLs 2019 and paragraph 4.2 of the Code of Conduct for Firms 2019. By failing to provide Client G with substantive updates, he precluded her from making any informed decisions about her claim and legal provider, contrary to Outcome 1.12 of the 2011 Code.

#### *Client H*

- 66.32 At the time Mr Hanison reassured Client H that her claim was protected he knew or ought to have known that the limitation period was due to expire or had in fact expired. Mr Hanison should have taken steps to either issue proceedings or protect Client H's position. He did neither. This conduct breaches Principle 5 of the SRA Principles 2019, requiring Mr Hanison to act with integrity. It was not conduct the public expected of the profession nor the conduct the profession expected of its members.
- 66.33 Further, such statement, together with Mr Hanison's complete failure to progress Client H's claim or protect her from missing the limitation date, diminished public trust and confidence in Mr Hanison and in the provision of legal services, contrary to Principle 6 of the 2011 Principles and Principle 2 of the SRA Principles 2019. It also represented a failure to act in Client H's best interests, breaching Principle 4 of the 2011 Principles and Principle 7 of the SRA Principles 2019.

#### Mr Hanison's Case

- 66.34 Mr Hanison admitted this allegation, including the allegations of acting without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 14

66.35 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

67. **Allegation 15: providing misleading information - Between 2015 and 2022 Mr Hanison provided misleading information to one or more of Clients F, G and H and in so doing he breached: (15.1) Insofar as the conduct occurred prior to 25 November 2019, he breached either or both of Principles 2 and 6 of the 2011 Principles and failed to achieve Outcome 11.1 of the 2011 Code. (15.2) Mr Hanison's conduct was aggravated by dishonesty. (15.3) Insofar as the conduct occurred on or after 25 November 2019, he breached Principles 2, 4, and/or 5 of the 2019 Principles, and either or both of Paragraphs 1.2 and 1.4 of the 2019 Code.**

### The Applicant's Case

#### *Client F*

67.1 Mr Brassington submitted that Mr Hanison misled Client F into believing that her claim was being progressed. On 11 October 2020 he emailed Client F to say that the standstill agreement with the NHS had been extended to 5 December 2020 and would continue to be extended ongoing

67.2 The NHS told Client F that they received no correspondence from the Firm following the extension until 1 May 2020 leading them to close her claim.

### Breaches of the Rules

#### *Client F*

67.3 Telling Client F that her claim was progressing when it was not, misled her into believing a situation that did not exist. Mr Hanison's conduct breached paragraph 1.4 of the 2019 Code.

67.4 A member of the public learning of this conduct would have their trust in the profession damaged. The public expected solicitors to provide accurate information on the progress of a matter to clients. The conduct was therefore in breach of Principle 2 of the 2019 Principles.

#### *Client G*

67.5 Client G was misled by Mr Hanison into believing that her medical negligence claim against the NHS was being progressed when it was not.

67.6 She instructed the Firm around 25 November 2015 and was examined by a medical expert in December 2016, but she never received the expert's final report. Despite repeatedly chasing Mr Hanison for updates, she received little communication. After sending a formal complaint in February 2020, Mr Hanison assured her on

3 March 2020 that he would prioritise her case, and again on 6 March 2020 that he was progressing it. However, apart from correspondence with a junior solicitor regarding a witness statement, she received no substantive updates.

- 67.7 The last meaningful communication she received about her claim was in December 2020, after which she heard nothing further. She complained to the Legal Ombudsman in September 2022.
- 67.8 Because Mr Hanison failed to progress the claim, Client G missed the limitation deadline, leaving her new solicitors having to attempt to persuade the NHS that the delay was not her fault.
- 67.9 The client file recovered by the SRA's Intervention Agent showed very limited action on the claim: one letter of claim to North Bristol NHS Trust, three follow-up letters from their solicitors, and only one other substantive letter from the Firm dated 21 November 2018. There was no further meaningful correspondence demonstrating active pursuit of her claim.

### Breaches of the Rules

#### *Client G*

- 67.10 As lead and principal solicitor at the Firm, it was Mr Hanison's responsibility to progress Client G's claim. There was no evidence to show that Mr Hanison progressed Client G's claim. Despite this, he misled Client G into believing that progress was being made and that her claim was a "*priority*". This conduct breached Paragraph 1.4 of the 2019 Code.
- 67.11 By believing the misleading information that Mr Hanison told her, Client G was put at significant risk that she had missed limitation for her claim for medical negligence.
- 67.12 Mr Hanison's conduct took advantage of Client G's lack of knowledge of the legal process, breaching Outcome 11.1 of the 2011 Code and Paragraph 1.2 of the 2019 Code. His conduct also diminished the trust and public confidence in legal services and the legal profession breaching Principle 6 of the 2011 Principles and Principle 2 of the 2019 Principles.

#### *Client H*

- 67.13 On 21 March 2019 Mr Hanison told Client H that she had one of the best clinical negligence cases he had seen. He convinced her to drop her product liability claim and pursue the clinical negligence claim. On 19 December 2019 she was provided with a copy of the letter of claim to the NHS on her behalf. The letter stated a response was due by April 2020.
- 67.14 By April 2020 Client H had not received an update. She chased for updates throughout 2020 and 2021. She reported relief after eventually receiving a response from Mr Hanison, in which he reassured her that her claim was "*protected*", and she would "*not run out of time*".

67.15 By an email on 11 October 2021 Mr Hanison told her that he would move the claim forward by issuing court proceedings. Client H was under the impression that her claim was protected, and court proceedings would be issued.

67.16 However, on 19 May 2022 Mr Hanison emailed her stating that if the case went to trial, she would not be successful, so they were closing her file. She asked for her file to be returned to her, but Mr Hanison never responded.

### Breaches of the Rules

#### *Client H*

67.17 When Mr Hanison told Client H that her claim was protected, that she would not run out of time and he would issue court proceedings on her claim, he provided her with misleading information. Client H was led to believe that her case was progressing when it was not, breaching paragraph 1.4 of the 2019 Code.

67.18 A solicitor acting with integrity takes great care not to mislead clients. As was said in Wingate, a professional is expected to be “*even more scrupulous about accuracy*” than a member of the public. In failing to ensure that he communicated accurately with clients F, G and H, Mr Hanison breached Principle 6 of the 2011 Principles, and Principle 2 of the 2019 Principles.

### Mr Hanison’s Case

67.19 Mr Hanison failed to advance a case in respect of this allegation.

### The Tribunal’s Findings – Allegation 15

67.20 The Tribunal was satisfied that, on the Applicant’s evidence, the allegation was properly made, including that Mr Hanison had acted dishonestly and without integrity. The Tribunal found this matter proved on the balance of probabilities.

68. **Allegation 16: falsified expert report - Between November 2022 and 22 May 2023, the Respondent, being the sole solicitor at Fortitude Law, was responsible for the filing at court of a falsified expert report, purporting to have been written by Person D. Thereby the Respondent breached Principle 2 and 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.**

### The Applicant’s Case

68.1 The Firm attached a medical report to a Claim Form and Particulars of Claim issued at Court on behalf of Client K, in relation to injuries which she had suffered because of vaginal mesh surgery. Mr Brassington submitted that, as the sole solicitor and owner of the Firm, Mr Hanison was responsible for documents filed at Court.

68.2 The Claim Form and Particulars of Claim were filed at Court on a date between November 2022, when Client K provided the Firm with the issue fee, and 22 May 2023, when the SRA intervened into the practice of the Firm.

- 68.3 The medical report stated that it had been prepared by Person E, a consultant obstetrician and gynaecologist. Person E has confirmed that he did not prepare the medical report and Client K has confirmed that she was never examined by Person E for him to prepare a medical report about her.

#### Breaches of the Rules

- 68.4 By providing the court with a medical report that was stated to have been prepared by a medical expert, but which had not been prepared by the medical expert, the Court was misled as to the status of Client K's case. The supply of the report was an implied representation that Client K had an expert medical report as part of her case, when she did not have such a report. This conduct breached Paragraph 1.4 of the 2019 Code.
- 68.5 A solicitor acting with integrity is expected to be particularly careful not to mislead others, especially the court. Mr Hanison knew, or ought to have known, that a falsified report had been created, and was to be filed at court. In failing to ensure that the court was not misled, Mr Hanison breached Principle 5 of the 2019 Principles and Paragraph 1.4 of the 2019 Code.
- 68.6 The public would be likely to be shocked if it was known that a senior solicitor running his own firm had, even indirectly, been responsible for a falsified medical report being filed at court. Mr Hanison is therefore in breach of Principle 2 of the 2019 Principles.

#### Mr Hanison's Case

- 68.7 Mr Hanison failed to advance a case in respect of this allegation.

#### The Tribunal's Findings – Allegation 16

- 68.8 The Tribunal was satisfied that, on the Applicant's evidence, the allegation was properly made, including that Mr Hanison had acted without integrity. The Tribunal found this matter proved on the balance of probabilities.
69. **Allegation 17: breaches of the Solicitors Regulatory Authority Accounts Rules 2019 ("the Accounts Rules") - Between February 2022 and July 2022 Mr Hanison, as Compliance Officer for Finance and Administration ("COFA"), owner and manager of Fortitude Law failed to maintain accounts records compliant with the Accounts Rules and/or comply with his obligations as COFA for Fortitude Law. He thereby breached Rule 8.3 and Paragraph 9.2 of the Accounts Rules. Mr Hanison further thereby breached Principles 2 and 5 of the 2019 Principles and Paragraph 4.2 of the 2019 Code.**

#### The Applicant's Case

- 69.1 An SRA Forensic investigation Officer, Person C, examined the Firm's financial arrangements. Person C was unable to confirm the cause of a cash surplus of £57,300 in the Firm's client account from the books of account provided to him by Mr Hanison who did not provide an explanation for the cash surplus.

- 69.2 Person C was also not able to conclude from the information provided by Mr Hanison that compliant client bank reconciliations were being completed by the firm, contrary to Rule 8.3 of the SRA Accounts 2019. Mr Hanison told Person C he would provide him with the cash book for June 2022 after the interview, which was held on 17 February 2023, but he failed to do so.
- 69.3 As COFA, it was Mr Hanison's responsibility to take all reasonable steps to ensure that the Firm complied with SRA Accounts Rules 2019 and Mr Hanison did not do so. The information supplied to the SRA shows that Mr Hanison was in breach of the SRA Accounts Rules 2019, Rule 8.3, and Paragraph 9.2 in failing to deal with client money properly and not providing compliant bank reconciliations. As COFA, owner and manager of the firm, the failure lies with Mr Hanison.
- 69.4 Careful management of money within a firm of solicitors was of great importance. A solicitor acting with integrity would ensure that the financial accounts of his firm are properly kept, so that clients and others can be reassured that the firm is handling money honestly.
- 69.5 Failing to undertake this task adequately was a failure of integrity contrary to Principle 5 of the 2019 Principles and was likely to undermine trust in the solicitors' profession contrary to Principle 2 of the 2019 Principles.
- 69.6 Paragraph 4.2 of the 2019 Code specifically referred to the need for solicitors and their firms to safeguard money and assets entrusted to them. Keeping accurate and transparent accounts was central to that. Mr Hanison was therefore also in breach of Paragraph 1.4 of the 2019 Code.

#### The SRA Investigation

- 69.7 The Applicant started receiving complaints about Mr Hanison in April 2021, and they continued to arrive during the rest of 2021, all of 2022 and up to August 2023. The chronology below covered the main events of that investigation, without listing the many email and phone contacts with Mr Hanison.

#### Complaints and Early Investigation (2021)

- On 7 October 2021, the Applicant issued an 'Explanation With Warnings' to Mr Hanison regarding allegations made by Dr Richards.
- Between 26 October and December 2021, multiple SRA Investigation Officers contacted him regarding concerns raised by several clients (including Clients A, B, and E).
- By 10 December 2021, Mr Hanison was notified that six reports were under investigation.

#### Intensified Information Requests (2022)

- On 6 January 2022, the SRA issued a Section 44B Notice requesting information about seven separate investigations.

- Responses were received on 20 January, but were incomplete, leading to another s44B Notice on 28 January.
- After missed deadlines and extensions, further responses were provided on 7–9 March 2022.
- On 3 August 2022, the SRA opened an investigation into the Firm’s accounts.
- On 24 August 2022, another s44B Notice requested files for Clients A, C, D, and E.
- A scheduled site visit eventually took place on 31 August 2022, during which Mr Hanison expressed dissatisfaction and initially refused to provide some information.
- Further materials were requested throughout September, with partial compliance on 6 October and additional documents on 3 November 2022.

### Developments in 2023

- On 30 January 2023, the Applicant sought information on a new complaint (Client G).
- On 17 February 2023, a recorded interview was held with Mr Hanison addressing Firm account issues, Clients B and D, and concerns about inaccurate information on a PII form.
- Follow-up information was requested on 21 February 2023.
- On 19 April 2023, the Applicant completed a forensic report identifying breaches of the Solicitors’ Accounts Rules.
- On 17 May 2023, the Applicant intervened and shut down the Firm.

### Post-Intervention Actions (2023–2024)

- On 28 June 2023, the Applicant confirmed ongoing investigations involving Dr Richards and Clients B, C, E, F, G, H, and Person A.
- On 18 March 2024, the Applicant issued a Notice recommending referral of Mr Hanison to the Solicitors Disciplinary Tribunal (SDT).
- Physical delivery of the Notice failed due to the size of the bundle.
- On 8 April 2024, the Applicant warned Mr Hanison to arrange delivery, or the case would proceed without him.
- The Notice and evidence were also sent electronically on 9 April 2024, but Mr Hanison did not respond.

- On 24 May 2024, an Authorised Decision Maker at the Applicant formally referred Mr Hanison's conduct to the Tribunal.

### The Respondent's Case

69.8 Mr Hanison admitted this allegation, including the allegations of acting without integrity, in an email sent to the Applicant on 16 February 2026.

### The Tribunal's Findings – Allegation 17

69.9 Mr Hanison had admitted this allegation and the Tribunal was satisfied that, on the Applicant's evidence, the admission was properly made. The Tribunal found this matter proved on the balance of probabilities.

### **Previous Disciplinary Matters**

70. None

### **Mitigation**

71. By email dated 20 February 2026 Mr Hanison submitted the following written mitigation statement which Mr Brassington read in full to the Tribunal:

*"1. I have admitted the allegations identified in my correspondence to the SRA dated 16 February 2026, including findings of dishonesty and breaches of the Accounts Rules.*

*2. I accept that dishonesty is fundamentally incompatible with the obligations of a solicitor and that the usual and proper sanction is strike-off absent exceptional circumstances.*

*3. I do not contend that exceptional circumstances arise such as to justify a lesser sanction.*

*4. I recognise that my conduct:*

- *Undermined trust in the profession,*
- *Compromised regulatory confidence, and*
- *Fell materially below the standards expected of solicitors.*

*5. I do not seek to minimise the seriousness of the misconduct or to deflect responsibility. I accept full responsibility for the admitted conduct.*

*6. My current mental health difficulties arose following a heart attack in January 2023, which occurred after the period of misconduct. Those health issues are not advanced as an explanation or justification for the dishonest conduct. They are relied upon solely to explain my present inability to attend the hearing.*

*7. Since these events, I have reflected upon the ethical failures involved and accept that, irrespective of personal circumstances, I bore an overriding professional obligation to act with integrity at all times.*

8. *I accept that public protection and the maintenance of public confidence must take precedence over my personal circumstances.*
9. *In those circumstances, I accept that strike-off is the appropriate and proportionate outcome.*
10. *In relation to costs, I respectfully ask the Tribunal to ensure that any order reflects proportionality, particularly where:*
  - *Substantial admissions have been made,*
  - *Strike-off has been accepted,*
  - *No adjournment is now sought, and*
  - *The earlier adjournment application was supported by medical evidence and made in good faith.*
11. *For completeness, the adjournment application was advanced solely due to genuine medical concerns and was supported by contemporaneous GP evidence. It was not made for tactical or delaying purposes. I respectfully invite the Tribunal, when considering costs, to take into account that the application was responsibly made in light of my mental health position at the time and that I have since taken steps to avoid any further delay to these proceedings”.*

## **Sanction**

72. The Tribunal referred to its Guidance Note on Sanctions (11<sup>th</sup> edition February 2025) when considering sanction and the proper approach to sanctions, as set out in [Fuglers and Others v SRA](#) [2014] EWHC 179. The Tribunal’s overriding objective, when considering sanction, was the need to maintain public confidence in the integrity of the profession. In determining sanction, it was the Tribunal’s role to assess the seriousness of the proven misconduct and to impose a sanction that was fair and proportionate in all the circumstances.
73. The Tribunal refused Mr Brassington’s application to make submissions on sanction as it was an expert panel which did not need help from the applicant to determine the matter of exceptional circumstances. The Tribunal is guided by its own published procedure and policy. A submission on any points of law which sat outside its own published guidance would be welcome.
74. Given the Respondent’s absence, the Tribunal read the papers with extreme care and heard oral submissions from Mr Brassington on the allegations which had not been admitted. The Tribunal found that all the allegations had been properly brought and proved on the balance of probabilities, as set out in the table below
75. The Tribunal assessed the seriousness of the misconduct by considering the level of Mr Hanison’s culpability and the harm caused, together with any aggravating or mitigating factors.
76. In assessing culpability, the Tribunal found that Mr Hanison’s conduct had been deplorable. There had been a profound failure to protect his clients’ interests. His

misconduct had been deliberate, calculated and repeated over a long period and had caused significant harm to his clients and colleagues. He had taken advantage of trust placed in him. He had, in the most egregious way, abused his position of power and authority. The Tribunal found that Mr Hanison was motivated by financial gain.

77. Mr Hanison was an experienced solicitor at the time of his misconduct and knew that he was acting in an inappropriate and entirely dishonest manner. The Tribunal was satisfied that where Mr Hanison made admissions, he understood the nature of dishonesty in accordance with the test in Ivey v Genting.

78. Mr Hanison's proven dishonesty, which was in material breach of his obligation to protect the public and maintain public confidence in the reputation of the profession; as per Coulson J in Solicitors Regulation Authority v Sharma [2010] EWHC 2022 Admin:

*"34. There is harm to the public every time that a solicitor behaves dishonestly. It is in the public interest to ensure that, as it was put in Bolton, a solicitor can be "trusted to the ends of the earth"."*

79. The Tribunal assessed that Mr Hanison's misconduct was at the very highest level of seriousness. The Tribunal noted that Mr Hanison had no previous disciplinary findings against him.

80. The Tribunal next considered mitigating factors. The admissions made by Mr Hanison were extremely late and did not cover the full extent of the breaches found proved. He only partially accepted the extent of his misconduct, notwithstanding that he admitted dishonesty and the consequences which flowed from it. Whilst there was a degree of insight contained within Mr Hanison's written mitigation statement, it did not reflect the level of remorse demanded by Mr Hanison's profound and sustained misconduct.

81. Given the serious nature of the allegations, the Tribunal considered and rejected the lesser sanctions within its sentencing powers such as no order, a reprimand, or restrictions. The Tribunal had regard to the case of Bolton v Law Society [1994] 2 All ER 486 in which Sir Thomas Bingham stated:

*".... Lapses from the required standard (of complete integrity, probity, and trustworthiness) .... may....be of varying degrees. The most serious involves proven dishonesty.... In such cases the tribunal has almost invariably, no matter how strong the mitigation advanced by the solicitor, ordered that he be struck off the roll of solicitors".*

82. The Tribunal noted that Mr Hanison did not submit that there were any exceptional circumstances to modify the sanction to be imposed by the Tribunal.

83. Proven breaches by the Respondent were summarised in this table:

Principle/ Rule	RULE/Allegation
<b>SRA Code of Conduct 2011: The Principles [the 2011 Principles"]</b>	

<b>Principle/ Rule</b>	<b>RULE/Allegation</b>
<b>Principle 2.</b>	<b>Principle 2: act with integrity</b>
	<b>Allegation 1:</b> not taking instructions on offers etc. Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc. Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I
<b>Principle 4.</b>	<b>Principle 4: act in the best interests of each client</b>
	<b>Allegation 1:</b> not taking instructions on offers etc. Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 6:</b> not taking instructions on offers etc. Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>Principle 5.</b>	<b>Principle 5: provide a proper standard of service to your clients</b>
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>Principle 6</b>	<b>Principle 6: behave in a way that maintains the trust the public places in you and in the provision of legal services</b>
	<b>Allegation 1:</b> not taking instructions on offers etc. Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc. Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I
<b>SRA Code of Conduct 2011: Outcomes [the 2011 Code"]</b>	
<b>O (1.1)</b>	<b>Outcome 1.1 you treat your clients fairly</b>
	<b>Allegation 2:</b> not informing client A of settlement breakdown

<b>Principle/ Rule</b>	<b>RULE/Allegation</b>
	<b>Allegation 6:</b> not taking instructions on offers etc. Client B
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
<b>O (1.2)</b>	<b>Outcome 1.2 you provide services to your clients in a manner which protects their interests in their matter, subject to the proper administration of justice</b>
	<b>Allegation 1:</b> not taking instructions on offers etc. Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 8:</b> wrongful retention of money from Client B's settlement
	<b>Allegation 9.1:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
<b>O (1.5)</b>	<b>Outcome 1.5: the service you provide to clients is competent, delivered in a timely manner and takes account of your clients' needs and circumstances</b>
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegation 3.1:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>O (1.12)</b>	<b>Outcome 1.12 clients are in a position to make informed decisions about the services they need, how their matter will be handled and the options available to them</b>
	<b>Allegation 1:</b> not taking instructions on offers etc. Client A
	<b>Allegation 2:</b> not informing client A of settlement breakdown
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegation 5:</b> false representations to Person A re fees re Client A
	<b>Allegation 6:</b> not taking instructions on offers etc. Client B
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 13.1:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.1:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>O (11.1)</b>	<b>Outcome 11.1: you do not take unfair advantage of third parties in either your professional or personal capacity</b>
	<b>Allegations 4.1, 4.2:</b> false representations to defendants' solicitors
	<b>Allegations 7.1, 7.2, 7.3:</b> false representations to solicitors re instructions from Client B
	<b>Allegation 15.1:</b> providing misleading information to Clients G, H & I
<b>SRA Principles 2019 ["the 2019 Principles"]</b>	
<b>Principle 2</b>	<b>Principle 2 (you act) in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorized persons</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegation 12:</b> inaccurate and misleading PII application form
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I

<b>Principle/ Rule</b>	<b>RULE/Allegation</b>
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Principle 4</b>	<b>Principle 4 (you act) with honesty</b>
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12: inaccurate and misleading PII application form</b>
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
<b>Principle 5</b>	<b>Principle 5 (you act) with integrity</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12: inaccurate and misleading PII application form</b>
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Principle 7</b>	<b>Principle 7 (you act) in the best interests of each client</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I
<b>SRA Code of Conduct for Solicitors, RELS and RFLs [“the 2019 Code”]</b>	
<b>Para 1.2</b>	<b>1.2 You do not abuse your position by taking unfair advantage of clients or others.</b>
	<b>Allegation 15.2:</b> providing misleading information to Clients G, H & I
<b>Para 1.4</b>	<b>1.4 You do not mislead or attempt to mislead your clients, the court, or others, either by your own acts or omissions or allowing or being complicit in the acts or omissions of others (including your client)</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 9.2:</b> failure to ensure Client C had ATE insurance in place
	<b>Allegation 10:</b> inaccurately reassuring Client C re exposure to costs
	<b>Allegations 11.1, 11.2, 11.3:</b> misleading representations re ATE Client C
	<b>Allegation 12: inaccurate and misleading PII application form</b>
	<b>Allegation 13.2:</b> creating or causing to be created fake ATE schedules
	<b>Allegation 15.3:</b> providing misleading information to Clients G, H & I
	<b>Allegation 16:</b> falsified expert report lodged at court
<b>Para 3.2</b>	<b>3.2 You ensure that the service you provide to clients is competent and delivered in a timely manner.</b>
	<b>Allegation 3.2:</b> failure to deal with Firm C demand on Client A
	<b>Allegation 14.2:</b> multiple failures with regard to Clients D, E, F, G, H & I

<b>Principle/ Rule</b>	<b>RULE/Allegation</b>
<b>Para 4.2</b>	<b>4.2 You safeguard money and assets entrusted to you by clients and others</b>
	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>SRA Accounts Rules 2019</b>	
<b>Rule 8.3</b>	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA
<b>Para 9.2</b>	<b>Allegation 17:</b> Failures to maintain compliant records/comply with obligations as a COFA

84. The Tribunal determined that, given the profoundly dishonest nature of Mr Hanison's conduct, the only appropriate and proportionate sanction was to strike him off the Roll.

### **Costs**

85. The Tribunal was reminded of its jurisdiction pursuant to Rule 43(4) SDPR.

86. Mr Brassington relied on the Schedule of Costs dated 17 February 2026, which, after a reduction to cater for the fact that the hearing which had been listed for three days had lasted only one day, amounted to £114,820.64. Mr Brassington submitted that the Applicant had proved its case and was entitled to its costs. The Tribunal considered that the costs claimed in respect of the Applicant's investigations, its solicitors' fixed fee and counsel's fees were proportionate to the issues and matters to be determined and were reasonable, proportionate, and recoverable in full.

### **Statement of Full Order**

87. The Tribunal ORDERED that Mr Hanison, DARREN HANISON, Solicitor, be STRUCK OFF the Roll of Solicitors and it further ORDERED that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £114,820.64.

Dated this 12<sup>th</sup> day of March 2026  
On behalf of the Tribunal

*T. Cullen*

T. Cullen  
Chair