

SOLICITORS DISCIPLINARY TRIBUNAL

IN THE MATTER OF THE SOLICITORS ACT 1974

Case No. 12799-2025

BETWEEN:

SOLICITORS REGULATION AUTHORITY LTD

Applicant

and

KIRSTEN TOMLINSON

Respondent

Before:

Mr J Johnston (Chair)

Mr R Nicholas

Mr D Kearney

Date of Hearing: 4 December 2025

Appearances

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

JUDGMENT ON AGREED OUTCOME

The allegations against the Respondent are that:

1. While in practice as a Solicitor at Irwin Mitchell LLP ("the Firm"):
 - 1.1 On 22 September 2023, she sent an email which was false and/or misleading, to Person B stating: *"Once we receive the signed and completed D81 from you, we will withdraw [Client A's] application from Court. Until then it will remain in place"* when there was no such application.

In doing so, she breached any or all of Principles 2, 4 and/or 5 of the SRA Principles 2019 ("the Principles") and Paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs ("the Code for Solicitors").

- 1.2 On 26 September 2023, she sent an email to Charlotte Watson, a colleague, telling Charlotte Watson to mislead Person B, in the following terms: *"Tell him client says we will withdraw our application to court as soon as we receive the signed docs from him (he doesn't know we haven't issued we just led him to believe we did)"*.

In so doing, she breached any or all of Principles 2, 4 and/or 5 of the Principles and Paragraph 1.4 of the Code for Solicitors.

Recklessness

2. In addition, with respect to allegation 1.1, in the alternative to the allegation that the Respondent breached Principle 4 of the SRA Principles, it is alleged that the Respondent's conduct set out at allegation 1.1 was reckless. Recklessness is alleged as an aggravating feature of the Respondent's misconduct but is not an essential ingredient in proving the allegations.

Admissions

3. The Respondent admitted all allegations, and that her conduct in relation to allegations 1.1 and 1.2 was dishonest.

Documents

4. The Tribunal had, amongst other things, the following documents before it:
 - The Form of Application dated 26 June 2025.
 - The Rule 12 Statement 26 June 2025 and exhibits.
 - The Statement of Agreed Facts and Outcome dated 26 November 2025 (Respondent) and 28 November 2025 (Applicant).

Background

5. The Respondent is a solicitor having been admitted to the Roll on 4 January 2010. The Respondent last held a practising certificate, free from conditions, for the practising year 2024/25. The Respondent has not renewed her practising certificate for the practising year 2025/26. At the time of the events which are the subject of the

allegations, the Respondent was employed by the Firm in its Manchester office as a Senior Associate Solicitor in the Family Law department.

6. The Respondent was employed by the Firm between 2 January 2020 and 29 September 2023. Thereafter she was employed as a Senior Associate Solicitor in the Family Law department at Brabners LLP. She ceased employment at Brabners LLP on 29 April 2025. The Respondent has not worked in a law firm since leaving Brabners LLP.

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

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

Findings of Fact and Law

8. The Applicant was required to prove the allegations on the balance of probabilities. The Tribunal had due regard to its statutory duty, under Section 6 of the Human Rights Act 1998, to act in a manner which was compatible with the Respondent's rights to a fair trial and to respect for her private and family life under Articles 6 and 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms.
9. The Tribunal reviewed all the material before it and was satisfied on the balance of probabilities that the Respondent's admissions were properly made.
10. The Tribunal considered the Guidance Note on Sanction (11th Edition). In doing so the Tribunal assessed the culpability and harm identified together with the aggravating and mitigating factors that existed.
11. The Respondent admitted knowingly misleading the opposing party, who was unrepresented, on two occasions and attempting to involve a junior colleague. She claimed to be acting on her client's instructions and out of frustration with prolonged proceedings. The Tribunal found that neither explanation excused her conduct. Solicitors must act honestly and advise clients appropriately; client instructions do not justify dishonesty.
12. Dishonesty undermines the administration of justice and public confidence in the profession. Given the deliberate and repeated nature of her misconduct, the Tribunal concluded that striking off was the only appropriate sanction, there being no exceptional circumstances. Lesser penalties would not reflect the seriousness of the breach or protect the reputation of the profession.

Costs

13. The parties agreed that the Respondent should pay costs in the sum of £1,000. The Tribunal considered the Applicant's costs schedule and determined that the agreed amount was reasonable and appropriate. Accordingly, the Tribunal ordered that the Respondent pay costs in the agreed sum.

Statement of Full Order

14. The Tribunal ordered that, KIRSTEN TOMLINSON solicitor, be STRUCK OFF the Roll of Solicitors, and it further ordered that she do pay the costs of and incidental to this application and enquiry, fixed in the sum of £1,000.

Dated this 7th day of January 2026
On behalf of the Tribunal

J. Johnston

J. Johnston
Chair

BEFORE THE SOLICITORS DISCIPLINARY TRIBUNAL Case Number: 12799-2025
IN THE MATTER OF THE SOLICITORS ACT 1974 (as amended)

SOLICITORS REGULATION AUTHORITY LIMITED

Applicant

and

KIRSTEN TOMLINSON

Respondent

STATEMENT OF AGREED FACTS AND PROPOSED OUTCOME

1. By its application dated 26 June 2025 and the statement made pursuant to Rule 12 (2) of the Solicitors (Disciplinary Proceedings) Rules 2019 which accompanied that application, the Solicitors Regulation Authority Ltd ("the SRA") brought proceedings before the Solicitors Disciplinary Tribunal making two allegations of misconduct against Kirsten Tomlinson ("the Respondent").

The allegations

2. The allegations against the Respondent, made by the SRA within that statement were that, while in practice as a solicitor at Irwin Mitchell LLP ("the Firm"):
 - 2.1. On 22 September 2023, she sent an email which was false and/or misleading, to Person B stating: "Once we receive the signed and completed D81 from you, we will withdraw [Client A's] application from Court. Until then it will remain in place", when there was no such application. In doing so, she breached any or all of Principles 2, 4 and/or 5 of the SRA Principles ("the Principles") and paragraph 1.4 of the SRA Code of Conduct for Solicitors, RELs, RFLs and RSLs ("the Code for Solicitors").
 - 2.2. On 26 September 2023, she sent an email to Charlotte Watson, a colleague, telling Charlotte Watson to mislead Person B, in the following terms: "Tell him client says

we will withdraw our application to court as soon as we receive the signed docs from him (he doesn't know we haven't issued....we just led him to believe we did)". In doing so, she breached any or all of Principles 2, 4 and/or 5 of the Principles and paragraph 1.4 of the Code for Solicitors.

2.3. In addition, with respect to allegation 1.1 (which is set out at paragraph 2.1 above) in the alternative to the allegation that the Respondent breached Principle 4 of the SRA Principles, it was alleged that the Respondent's conduct as set out in paragraph 2.1 above was reckless. Recklessness was alleged as an aggravating feature of the Respondent's misconduct but was not an essential ingredient in proving the allegation.

3. The Respondent admits that, in relation to allegation 1.1 (set out at paragraph 2.1 above) she was dishonest and thereby breached Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code for Solicitors.

4. The Respondent admits allegation 1.2 (as set out at paragraph 2.2 above) in full including that she breached Principles 2, 4 and 5 of the Principles and paragraph 1.4 of the Code for Solicitors.

Agreed Facts

5. The following facts and matters, which are relied upon by the SRA in support of the allegations set out within paragraphs 6 to 40 of this statement, are agreed between the SRA and the Respondent.

Professional Details

6. The Respondent was born on September 1982 and is a solicitor having been admitted to the Roll on 4 January 2010. The Respondent last held a practising certificate, free from conditions, for the practising year 2024/25. The Respondent has not renewed her practising certificate for the practising year 2025/26.

7. At the time of the events which are the subject of the allegations, the Respondent was employed by the Firm in its Manchester office as a Senior Associate Solicitor in the Family Law department. The Firm has 21 offices across England, Wales and Scotland. The Firm provides a range of legal services to private clients and business clients.

8. The Respondent was employed by the Firm between 2 January 2020 and 29 September 2023. Thereafter she was employed as a Senior Associate Solicitor in the Family Law department at Brabners LLP. She ceased employment at Brabners LLP on 29 April 2025. The Respondent has not worked in a law firm since leaving Brabners LLP.

Background to the allegations

9. The conduct first came to the attention of the SRA on 23 October 2023 when it received a report from the Firm concerning the Respondent's conduct during September 2023. The report explained that, earlier in the year, the Respondent had given notice of her intention to leave the Firm. Her employment with the Firm was due to end on 29 September 2023.
10. The Firm was instructed by Client A on a family law matter in March 2022. The other party to the matter was Client A's estranged partner, Person B, who was not legally represented. The Respondent was the fee earner dealing with the matter but the majority of the day-to-day work on the file was carried out by Charlotte Watson ("Ms Watson"). Ms Watson had been a paralegal in the Family Law department and had qualified as a Chartered Legal Executive in June 2023.
11. Client A and Person B had been trying to resolve their financial arrangements by way of a Consent Order. There had been delays but, eventually, an agreement was reached. There were further delays in obtaining information for the completion of a document known as the Statement of Information ("Form D81") from Person B and also obtaining his signature on the Consent Order.
12. Over the preceding weeks, Ms Watson had been asking Person B to provide his financial information to complete the Form D81. Once completed and signed by the parties, the Form D81 would be sent to the court together with a signed Consent Order, for the court to consider and approve the financial settlement and conclude the case. If the Respondent did not complete the Form D81 or sign the Consent Order, then a Notice of Intention to Proceed with a financial application ("Form A") could be completed and sent to the court.

Chronology of the relevant correspondence up to 22 September 2023

13. On 8 August 2023, Ms Watson sent an email to Person B attaching Form D81 and a draft Consent Order. She asked Person B to complete Form D81, check and sign the Consent Order, and return both to her.
14. On 25 August 2023, the Respondent sent an email to Person B chasing the aforementioned documents.
15. On 11 September 2023, Person B sent an email to the Respondent querying his contribution towards Client A's legal costs.
16. On 14 September 2023, Ms Watson emailed Person B to inform him that the Respondent would soon be leaving the Firm and requested that he copy Ms Watson in on future correspondence. Ms Watson stated in this email *"Please could we hear from you by the end of the week in relation to our letter, the Consent Order and D81....If communication in relation to this is not forthcoming, then we are instructed to issue proceedings."* In the Report, the Firm stated that this was an accurate reflection of its instructions at the time.
17. Ms Watson was on annual leave on Friday 22 September 2023 and Monday 25 September 2023 respectively. She was due to return to work on Tuesday 26 September 2023. While Ms Watson was on annual leave, the Respondent would be responsible for dealing with Client A's matter.

22 September 2023

18. On 22 September 2023 at 07.06am, Client A sent an email to Ms Watson stating, *"...say you are instructed to submit Court proceedings. And he [Person B] will be hearing from them shortly..."*

19. In the absence of Ms Watson, Client A's email was forwarded to the Respondent at 10:00am that morning. At 10.18am, the Respondent sent an email to Person B stating;

"It is clear that throughout this matter, you have displayed consistent and regular delay tactics to try and draw this matter out for as long as possible....However, [Client A] has decided that she does not wish for there to be any further delay or for us to be constantly chasing you for information. She has instructed us to submit a financial application

immediately to Court. Please take this as notice that proceedings will now be issued and the Court will contact you in due course with a timetable, which includes the next steps for documentation that you will need to provide and the date for the first hearing.”

20. At 10.23am, the Respondent sent an email to Client A asking, *“just wanted to check on the back of the email that I have sent to [Person B] (unfortunately he had not emailed Charlotte), do you want us to prepare and submit the Form A on your behalf and represent you or do you wish to do that yourself and act in person and we take on an advisory role?”* Client A did not reply to this email.

21. At 11.18am, Person B replied to the Respondent’s email of 10.18am; *“I really don’t think that is in anyone’s best interest. I understand that it may look like I have been using delaying tactics but I have not. It doesn’t benefit me to draw the matter out.”* ...*“I have been dealing with anxiety issues.... Receiving regular threats of court action has also not helped with that. It has affected my ability to deal with these things promptly.”* He offered to pay 15% of Client A’s costs and said that he would send a further email correcting some information on Form D81.

22. At 11.46am Person B sent another email to the Respondent with some financial information to be included in Form D81.

23. At 12.04pm, the Respondent emailed Client A, attaching the emails from Person B and informing Client A that Person B had offered to pay 15% towards her costs and had sent Form D81 to the Firm. She asked Client A; *“How would you like me to respond?”*

24. At 14.12, Client A replied, *“If you have everything in place for the form can you let him know that he needs to sign it as soon as it is ready in order for us to cancel the issuing [sic] court proceedings.”*

25. At 14.28, the Respondent sent an email to Person B thanking him for his emails and pointing out that he still needed to provide information about his bank accounts, savings and investments. She requested that Person B send this information *“as quickly as possible”* and she would then complete Form D81 and return it to him for signing. The Respondent stated, *“Once we receive the signed and completed D81 from you we will withdraw [Client A’s] application from Court. Until then it will remain in place.”*

26 September 2023

26. On Tuesday 26 September 2023, Ms Watson returned to work after annual leave. The Respondent sent an email to Ms Watson at 10.13am stating: *“So we just need to update/complete the D81 with his figures and then send both docs to him to sign. Tell him client says we will withdraw our application to court as soon as we receive the signed docs from him (he doesn’t know we haven’t issued....we just led him to believe that we did).”* The paragraph was signed off with an emoji smiling face.
27. Ms Watson said, in a witness statement *“I was surprised by this email and initially wondered if I had misunderstood. I decided to speak to a partner immediately as I felt uncomfortable about the email exchanges.”* The partner then raised the concern with the Respondent’s supervising partner, Zahra Pabani (“Ms Pabani”) who invited the Respondent to an investigation meeting that afternoon (“the Meeting”).
28. The Respondent attended the Meeting via a Teams call with Ms Pabani and an HR Adviser from the Firm’s People Operations team. The minutes of the Meeting were sent to the Respondent and she confirmed, by email on 27 September 2023, that they were accurate.

Extracts taken from the minutes of the Meeting record:

Ms Pabani: *“Friday 22nd at 2.27 on an email you said to the other side “Once we receive the signed and completed D81 from you, we will withdraw [Client A’s]application from Court. Until then it will remain in place”-we can’t see any application made to the court, was one made?”*

The Respondent: *“No, client asked us to do it. I was going to ask Charlotte to do it but she was on annual leave.”*

Ms Pabani: *“When we wrote and said we had made it and would withdraw it, was it made at that stage?”*

The Respondent: *“No”.*

Ms Pabani: *“Did you know that no application had been made?”*

The Respondent: *"Yes, we were going to send it Monday".*

Ms Pabani: *"So it was not an accurate statement."*

The Respondent: *"No, that's fair."*

Ms Pabani: *"Why did you tell him we had made it?"*

The Respondent: *"Client instructions".*

Ms Pabani: *"Client specifically told you to say it had been made?"*

The Respondent: *"No, she said she wanted to make application. I emailed her to ask if she wanted us to make it or are you going to do it as we had some issues with costs, I was waiting for those instructions."*

Ms Pabani: *"Cannot say to other side, which we have specifically said, we will withdraw when we don't know if it is issued, as that is a lie. Could say we advised to issue but we specifically said we will withdraw, that is saying we have done it, not the client has, we have."*

The Respondent: *"Fair enough, problem with this case is it has gone so long, constantly said we are going to issue, that is why I have said to her are we doing it or are you doing it"*

Ms Pabani: *"But you had no idea if application was made?"*

The Respondent: *"Unfortunately led by the client and I have gone along with it. Client told me to tell him that the only way we should withdraw is if we have signed D81"*

Ms Pabani: *"2 things here, we have lied to the other side, then said to a junior we are misleading him on purpose, really actually very serious..."*

The Respondent: *"She was so sick to death of it going on so long, wants info from that D81, effectively she wanted to say that."*

Ms Pabani: *"Our advice should be we cannot lie"*

The Respondent: *"I'm so sorry. It's stupid".*

29. The Respondent was due to leave the Firm on 29 September 2023 so no internal disciplinary action was taken. The Firm wrote to Person B on 28 September 2023 to inform him that they had not pursued the court application yet but would do so if he did not sign and return the required documents promptly. Client A and Person B eventually agreed a financial settlement, recorded in a Consent Order which was approved by the court.

Allegation 1.1 sent a misleading email to Person B

30. On 22 September 2023 at 14.28, when the Respondent sent the email to Person B, there was no evidence before the Respondent that an application had been made to the court on behalf of Client A or that the associated court fee had been paid. The Respondent knew that she had not lodged an application. The Respondent had not received a reply to her email asking Client A if she would be making the application herself. In the absence of any positive confirmation that Client A had lodged an application with the court that day, the Respondent's email to Person B contained information that was false and/or misleading.

31. The information was misleading because it stated that there was already an application at court and that it would not be withdrawn "*from court*" until Person B returned the signed Form D81. The use of the words "*Until then it will remain in place*" indicates that the application was already with the court and would remain with the court, until Person B returned a completed and signed Form D81 to the Respondent. However, there was no application to withdraw from court.

32. Client A did not state to the Respondent that she had issued, or was about to issue, court proceedings herself. Client A's instructions were that if Person B were to sign Form D81, she was to "*cancel the issuing [sic] court proceedings*". Client A did not positively state that she had already issued court proceedings herself.

33. The Respondent went beyond Client A's instructions sent at 14.12 by informing Person B that proceedings had already been issued at court and would "*remain in place*", in other words, would remain with the court, until Person B signed and returned the relevant documents.

34. At the time the Respondent made the assertion to Person B that Client A's application was with the court and would not be withdrawn until he provided the requested financial information, she knew she had not lodged the application and that she had not received

positive confirmation from Client A that Client A had filed an application with the court, herself. In fact, when asked, during the Meeting, the Respondent admitted that she knew that no application had been made on Friday 22 September and she said that she was going to send the application to the court on Monday.

35. By telling Person B that the application was already at court when she knew that it was not, the Respondent was dishonest. Ordinary, decent people would consider that the Respondent's conduct was dishonest and thereby breached Principle 4.

Allegation 1.2-told a colleague to mislead Person B

36. In the email sent on 26 September 2023 at 10:13, the Respondent, a Senior Associate Solicitor, was updating a junior colleague, on what had happened and on how she should deal with the matter going forward. In the email, the Respondent told Ms Watson not only that she had misled Person B but also that Ms Watson should continue to mislead Person B by misrepresenting to him that Client A's application had been issued – *“(he doesn't know we haven't issued...we just led him to believe that we did).*
37. The Respondent did not mention to Ms Watson that Client A had, or might have, issued her own application at court. Nor did she suggest that Ms Watson should take instructions from Client A to confirm that Client A had lodged the application herself. It is apparent that, by 26 September 2023, there was no doubt in the Respondent's mind that Client A had not issued her own application at court.
38. The Respondent did not tell Ms Watson to correct any incorrect information that she had given to Person B. The Respondent was content to allow Person B to believe that the application was at court and she actively encouraged Ms Watson to perpetuate the inaccuracy.
39. At the time when the Respondent sent the email to Ms Watson, she knew or believed the following matters:
- 39.1 She had not lodged an application on behalf of Client A with the court,
 - 39.2 Client A had not lodged an application with the court,
 - 39.3 The Respondent had told Person B that Client A's application was already lodged, with the court and that this was inaccurate,
 - 39.4 The Respondent had misled Person B and Person B was likely to believe the Respondent's false and/or misleading statements,

39.5 Person B had acted on the Respondent's false and/or misleading statements and had provided the requested financial information and signed Form D81,

39.6 Person B would continue to believe that Client A's application was already at court unless someone corrected the misapprehension,

39.7 She was telling Ms Watson to continue to mislead Person B that an application was at court when she knew that this was untrue.

40. Ordinary, decent people would consider that the Respondent's conduct was dishonest and thereby breached Principle 4.

Non-Agreed Mitigation

41. The following mitigation, which is not agreed by the SRA, is put forward by the Respondent:

- The Respondent admits to sending the emails on 22nd and 26th September 2023. They were two lapses in judgment in an otherwise 15-year unblemished career and record as a qualified family solicitor.
- The incidents are not reflective of the Respondent's overall professional character, which is reinforced in several character references from former employers, a retired court officer, former clients, friends and family.
- The Respondent fully admits that she misled Person B. The Respondent admits she knew she had not personally issued an application to court to instigate financial remedy proceedings. The Respondent used misleading wording in her email to Person B, which did not accurately reflect the position, therefore she was dishonest. The Respondent had posed the question to the client as to who was issuing the application to court and took the client's silence to mean they would issue the application, because they had not asked the Respondent to issue. The Respondent should not have assumed this and should have checked. The Respondent is fully aware that solicitors cannot mislead so admits she was both careless and dishonest in the circumstances.
- The Respondent also admits that the wording in the internal email sent on 26th September 2023 shows she is being dishonest and is asking a colleague to mislead. The Respondent admits the email looks horrific and was sent in haste (4 days before her final day at the firm) without thinking clearly as it did not reflect what she thought had happened at the time. This is because it was completely out of character for the Respondent.
- The Respondent acknowledges the wording was wrong in her emails and regrets the impact they may have had on the recipients. The Respondent is aware of how her actions could be viewed by the public and that it could lead to them having negative opinions about the legal profession.

- The Respondent's dishonesty was rectified by the firm immediately and the case was ultimately resolved for both parties by consent. As far as the Respondent is aware, neither party suffered financial loss. The Respondent did not achieve any personal gain.

42. Nevertheless, the Respondent accepts that her conduct was dishonest in relation to both allegations. The Respondent also accepts that the mitigation she has put forward does not warrant a suspension and that instead, the appropriate sanction is a strike off.

Penalty proposed and costs

43. The admitted misconduct is serious and of the highest level. It is therefore proposed that the Respondent should be struck off the Roll of Solicitors.

44. With respect to costs, it is further agreed that the Respondent should pay the SRA's costs of this matter agreed in the sum of £1,000.00.

Explanation as to why such an order would be in accordance with the Tribunal's sanctions guidance

45. The Respondent has admitted dishonesty. The Solicitors Disciplinary Tribunal's "Guidance Note on Sanction" (11th edition), at paragraph 28, states that: "*Some of the most serious misconduct involves dishonesty, whether or not leading to criminal proceedings and criminal penalties. A finding that an allegation of dishonesty has been proved will almost invariably lead to striking off, save in exceptional circumstances (see **Solicitors Regulation Authority v Sharma [2010] EWHC 2022 (Admin)**).*"

46. In **Sharma [2010] EWHC 2022 (Admin)** at [13] Coulson J summarised the consequences of a finding of dishonesty by the Tribunal against a solicitor as follows:

"(a) Save in exceptional circumstances, a finding of dishonesty will lead to the solicitor being struck off the Roll ... That is the normal and necessary penalty in cases of dishonesty...

(b) There will be a small residual category where striking off will be a disproportionate sentence in all the circumstances ...

(c) In deciding whether or not a particular case falls into that category, relevant factors will include the nature, scope and extent of the dishonesty itself, whether it was

momentary ... or over a lengthy period of time ... whether it was a benefit to the solicitor ... and whether it had an adverse effect on others..."

47. For the reasons described below, there are no exceptional circumstances here.

Aggravating features

48. The Respondent's conduct did not consist of a one-off moment of madness. The conduct began with the Respondent misleading Person B on Friday 22 September 2023 and continued on Tuesday 26 September 2023 when the Respondent told her colleague to continue to mislead Person B.

49. The Respondent admitted to her colleague that she had already misled Person B by her email of 22 September 2023. Instead of taking the opportunity to correct this misrepresentation, the Respondent compounded the misconduct by telling her colleague to continue misleading Person B, on 26 September 2023.

50. Person B was an unrepresented party in family law proceedings. As such, there was a power imbalance between Person B and the Respondent.

51. The Respondent was an experienced solicitor, having been admitted to the Roll for thirteen years when the conduct took place. She was a Senior Associate Solicitor and would have been aware of her regulatory obligations and the Standards and Regulations governing the conduct of the profession.

52. The Respondent's conduct adversely impacted on Person B. He had already told her that he found threats of court proceedings stressful. Being told that Client A's application was already at court and would not be withdrawn until he signed and returned Form D81 is likely to have placed increased pressure on Person B to complete and return Form D81.

53. The Respondent's conduct adversely impacted on the Firm. The Firm had to write to Person B to correct the false impression that the Respondent had given and confirm to Person B that proceedings had not been issued at court. This involved additional work for the Firm and the need for the Firm to apologise to Person B and explain the error to Client A.

54. The Respondent's conduct only came to light because Ms Watson raised concerns with a partner. By 26 September 2023, the Respondent knew that Client A had not made her own application. It was, therefore, apparent that the Respondent had misled Person B. Instead of admitting her mistake and seeking to correct the misunderstanding, the Respondent sought to compound the misleading of Person B by telling Ms Watson to continue to mislead him.

55. There are 2 allegations of misleading an unrepresented party on a family law matter. The Respondent has admitted that on both occasions she was dishonest. As such, this case does not fall within the small residual category where striking off would be a disproportionate sentence. Accordingly, the fair and proportionate penalty in this case is for the Respondent to be struck off the Roll of Solicitors.

56. Having considered the Solicitors Disciplinary Tribunal's Guidance Note on Sanctions (11th Edition), the seriousness of the Respondent's conduct is such that a lesser sanction would be inappropriate and a strike off is required for the protection of the public and the reputation of the legal profession.

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Richard Sims

Director of Legal and Enforcement (interim), on behalf of the SRA

Date 28 November 2025

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Kirsten Tomlinson

Date: 26 November 2025