

IN THE MATTER OF TIMOTHY RICHARD OLLERENSHAW,  
DEBBIE LOUISE ANDERSON and JAMIE ST JOHN STRONG, solicitors

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

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Mr E Richards (in the chair)  
Mr D Green  
Mrs C Pickering

Date of Hearing: 26th January 2010

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## **FINDINGS**

of the Solicitors Disciplinary Tribunal  
Constituted under the Solicitors Act 1974

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An application was duly made on behalf of the Solicitors Regulation Authority ("SRA") by Geoffrey Williams QC of The Mews, 38 Cathedral Road, Cardiff, CF11 9LL on 20<sup>th</sup> February 2009 that Timothy Richard Ollerenshaw, Debbie Louise Anderson, and Jamie St John Strong, solicitors, c/o Ms Jayne Willetts, Townshends LLP Solicitors, Cornwall House, 31 Lionel Street, Birmingham, B3 1AP be required to answer the allegations contained in the statement which accompanied the application and that such Order might be made as the Tribunal should think right.

The allegations against the Respondents, Timothy Richard Ollerenshaw ("Mr Ollerenshaw"), Debbie Louise Anderson ("Ms Anderson") and Jamie St John Strong ("Mr Strong") were that they had:

1. Breached the terms of Rule 1(c) and (d) Solicitors Practice Rules 1990 ("SPR") by virtue of their failure to account to clients for damages recovered in civil litigation matters. [withdrawn against Ms Anderson and Mr Strong];
2. Breached the terms of Rule 1(c) SPR by making payment of certain fees to Beresfords Solicitors out of loans advanced to clients. [withdrawn against Ms Anderson and Mr Strong].

3. Paid monies out of client account otherwise than in accordance with Rule 22 Solicitors Accounts Rules 1998 ("SAR").
4. Breached the terms of Rule 9 SPR by virtue of their dealings with Vendside Limited. [withdrawn against Ms Anderson and Mr Strong].
5. Breached the terms of Rule 1(e) SPR by their failure to properly advise clients upon their dealings with Vendside Limited. [withdrawn against Ms Anderson and Mr Strong].
6. Further breached Rule 1(e) by their failure to properly advise clients upon their dealings with Sureclaim Limited. [withdrawn against Ms Anderson and Mr Strong].
7. Further breached the terms of Rule 9 SPR by virtue of their dealings with Sureclaim Limited. [withdrawn against Ms Anderson and Mr Strong].
8. Breached the terms of Rule 3 SPR and The Solicitors Introduction and Referral Code 1990 with respect to their payment of referral fees to Sureclaim Limited. [withdrawn against Ms Anderson and Mr Strong]
9. Further breached the terms of Rule 1(c) SPR by making payment of certain fees to Sureclaim Limited out of loans advanced to clients. [withdrawn against Ms Anderson and Mr Strong]
10. Further breached Rule 22 SAR.
11. Breached the terms of Rule 19(2) SAR.

The application was heard at the Court Room, 3rd Floor, Gate House, 1 Farringdon Street, London, EC4M 7NS on 26<sup>th</sup> January 2010 when Geoffrey Williams QC appeared as the Applicant and the Respondents appeared and were all represented by Ms Jayne Willetts.

At the commencement of the hearing the Applicant requested leave to withdraw allegations 1, 2, 4, 5, 6, 7, 8 and 9 against the Second Respondent, Debbie Louise Anderson and the Third Respondent, Jamie St John Strong. His application was made on the basis of discussions that had taken place between the parties. The Tribunal granted leave for the withdrawal of those allegations against those Respondents.

The evidence before the Tribunal included the admissions of the First Respondent, Mr Ollerenshaw to all the allegations and the admissions of the Second Respondent, Ms Anderson and the Third Respondent, Mr Strong to allegations 3, 10 and 11. The Tribunal also had before it a number of character references in relation to the Respondents.

**At the conclusion of the hearing the Tribunal made the following Orders:**

The Tribunal Orders that the Respondent Timothy Richard Ollerenshaw c/o Ms J Willetts, Townshends LLP Solicitors, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £15,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Orders that

he do pay the costs of and incidental to this application and enquiry fixed in the sum of £25,896.67.

The Tribunal Orders that the Respondent Debbie Louise Anderson c/o Ms J Willetts, Townshends LLP Solicitors, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £3,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Orders that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.

The Tribunal Orders that the Respondent Jamie St John Strong c/o Ms J Willetts, Townshends Solicitors LLP, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £3,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Orders that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.

**The facts are set out in paragraphs 1 – 21 hereunder:**

1. Mr Ollerenshaw, born in 1958, was admitted as a solicitor on 15<sup>th</sup> January 1983. His name remained on the Roll of Solicitors.
2. Ms Anderson, born in 1971, was admitted as a solicitor on 17<sup>th</sup> July 2000. Her name remained on the Roll of Solicitors.
3. Mr Strong, born in 1968, was admitted as a solicitor on 15<sup>th</sup> March 1996. His name remained on the Roll of Solicitors.
4. At all material times the Respondents carried on practice as solicitors in partnership under the style of Ollerenshaw Solicitors ("the firm") at 59 Holly Walk, Leamington Spa, Warwickshire, CV32 4JQ.
5. An inspection was carried out by the Forensic Investigation Unit ("FIU") of SRA and a copy of their Report dated 23<sup>rd</sup> January 2008 was before the Tribunal.

Allegation 1

6. The firm conducted a volume of claims on behalf of clients seeking damages for industrial deafness. Of these cases four were subject to costs litigation which became known as the "Myatt Test Cases".
7. The claims in question had been settled without proceedings being issued. The defendants had agreed to pay the firm's reasonable costs. However the Defendants argued that the Conditional Fee Agreements entered into by the firm and its clients were unenforceable. It was common ground that if this was the case, then After The Event Insurance ("ATE") premiums which had been paid would not be recoverable against the Defendants.
8. The Defendants were successful in the High Court, and on appeal by the firm, were also successful in the Court of Appeal. The House of Lords refused permission to appeal on 6<sup>th</sup> December 2006. Therefore by that date at the latest, the legal position was clear to Mr Ollerenshaw.

9. Mr Ollerenshaw had not accounted to his clients involved in the costs litigation with respect to the damages recovered for those clients. He reported the matters to the firm's indemnity insurers. Further, the firm wrote to the affected clients and informed them of the adverse result of the litigation and that the firm now had difficulties in accounting for the balances of damages due, which had of course been received by the firm some time ago. The firm was in financial difficulties.
10. Once the legal position had become clear, Mr Ollerenshaw was under an immediate duty to account to all relevant clients for damages recovered in full. He failed to do so. The Tribunal was provided with an example of this.

Allegations 2, 3 and 10

11. The firm was a member of a panel of solicitors receiving referrals of litigation matters from Beresfords Solicitors. As part of the overall arrangements, loans for the clients were taken out and these loans were intended to cover inter alia, fees paid by the firm to Beresfords for the referrals to the firm. However those fees were paid not by the firm but effectively by their clients by way of deduction from their loan finance.
12. Under the Beresfords Panel Solicitors Scheme:
  - (i) Beresfords would invoice the panel firm for referral and investigative work;
  - (ii) The firm would undertake that no client would suffer at the end of the day if Beresfords fees were not recovered;
  - (iii) Whilst the firm was free to make its own insurance arrangements, Beresfords sought to persuade the firm to arrange insurance with CLE. The firm was told that if CLE was used then not only would the firm receive a commission but it would also be able to "draw down the investigative fee of £225 plus VAT as a disbursement...". Thus "there is no upfront cost at all to the panel firm of acquiring the case".
13. The loans obtained for clients carried a liability for interest. The funds in question were those of the clients and not of the firm. The Respondents were not entitled to pay the Beresfords fees out of the loan finance. The fees were not disbursements as properly defined by Rule 2(2)(k)SAR. They were not payments on behalf of clients. They were payments made purely for the benefit of the firm in obtaining the cases in the first place. By paying these fees the Respondents:
  - (i) Increased their clients' liability for interest;
  - (ii) Breached Rule 22 SAR - the payments having been improperly made out of client account; and
  - (iii) Failed to advise the clients of what they were doing.
14. The Tribunal was referred to the case of Mr E whose case was part of the Myatt Test cases. This claim was settled at £3,000. Costs were taken (improperly) and Mr E's

loan was discharged on 31<sup>st</sup> August 2004. By this date Mr E had received nothing from the firm. On 29<sup>th</sup> October 2004 the firm received interim costs of £3,200 which sum was paid into office account. However Mr E was only paid £1,829.19 in part payment of his damages of £3,000. No further payment was made to Mr E.

Allegations 4 and 5

15. In certain cases referred to the firm by Beresfords the claims "originated" from Vendside Limited. That company received a share of the ultimate damages received by the client with such share assessed on a sliding scale. The Vendside fee was a contingency fee and as Vendside Limited was in the business of supporting personal injury claims, Mr Ollerenshaw was obliged not to enter into any arrangement or association with Vendside Limited. However, by paying over the deducted fees he did so.
16. Mr Ollerenshaw failed to give his clients any or any adequate advice as to whether the Vendside agreement was in the best interests of the clients; or whether or not the Vendside agreement was legally binding.

Allegation 6 to 9

17. The firm also received referrals of personal injury claims from Sureclaim Limited. The Tribunal was provided with a copy of an agreement between the client and Sureclaim which provided that:
  - (a) Sureclaim was irrevocably instructed as agent by the client;
  - (b) Sureclaim was authorised to "supervise" the claim whilst it was being dealt with by the firm;
  - (c) All payments of damages were to be initially paid to Sureclaim;
  - (d) If the client did not cooperate with Sureclaim his claim would be "closed".
  - (e) Sureclaim was given authority to change solicitors on behalf of the client if Sureclaim believed it to be in the best interests of the client; and
  - (f) In the event of a successful claim Sureclaim would receive a "service fee" of 20% plus VAT of damages recovered.
18. Given the terms of the Sureclaim Agreements, Mr Ollerenshaw was under a duty to advise the clients as to whether those agreements were in their best interests or legally binding. No such advice was given. The firm paid fees to Sureclaim for referrals. These fees were referral fees as properly defined or at the very least they contained an element of referral fees.
19. They were prohibited by The Solicitors Introduction and Referral Code 1990 and by The Solicitors Practice Rules. The Sureclaim fees were fixed at £681.50 per case and were high in relation to the work that Sureclaim had purportedly carried out. Unless those fees were paid the clients in question would not have been referred to the firm.

20. As in the case of Beresfords the fees paid to Sureclaim were paid out of the client's loans incurring a liability for interest for those clients. Those loans were funds belonging to the clients not to the firm, and were not payments made on behalf of clients. Again the clients were not informed of what was being done. The payments were purely for the firm's benefit in obtaining the cases. Sureclaim performed a similar role to Vendside. The 20% plus VAT payments made to Sureclaim were similarly prohibited.

#### Allegation 11

21. The Respondents transferred costs in 12 cases highlighted in the FIR from client account to office account, without having sent a bill or written intimation to their clients. They utilised sums received from clients' damages which had been paid into client account and in each of the 12 cases, there were difficulties in relation to the recovery of costs from the other side as described re The Myatt Test Cases. The transfers were made in advance of agreeing costs with the other side. Examples were provided to the Tribunal. The Respondents accepted written notification had not been sent to clients when the interim invoice was initially raised.

#### **The submissions of the Applicant**

22. The Applicant submitted these were serious matters involving financial detriment to clients. The House of Lords decision refusing permission to appeal had taken place on 6<sup>th</sup> December 2006 and the Applicant submitted that by that date the Respondents were aware of the position and should have paid all clients their damages. However, it appeared from the Forensic Investigation Report that by September 2007 clients had still only received a proportion of the damages due to them. Indeed, clients were still out of pocket several years later. The Applicant submitted that whatever the state of the Myatt litigation, clients should have received their damages and the reason why they did not was partly due to the firm's financial difficulties. The total amount of damages retained by the Respondents was £39,805.46.
23. Mr Ollerenshaw had stated in his witness statement before the Tribunal:

"In most cases we had already recovered damages on behalf of each client and paid off the funding loan and interest and initially used the balance as an interim payment of costs. Therefore the damages were already allocated in this way by the date of the final Myatt decision. We had continued with our normal procedure because even well advanced into the Myatt litigation we were confident (and had been advised) that we would win the case ultimately. We were not holding any sums on client account that could be utilised for this purpose. As we were a small firm we did not have sufficient funds to pay the clients immediately. We had to look to our insurers for assistance....."

"Whilst this is unsatisfactory for clients and I readily accept that point of view were faced with a unique situation which was not of our own making and which we could not have anticipated or budgeted for in our cashflow requirements."

24. The Applicant submitted that when dealing with clients the Respondents' budgeting and cashflow should have had nothing to do with the way in which client funds were dealt with. Clients were eventually paid the balance of their damages but this was years later and the Applicant submitted that it was a serious matter for clients to be deprived of their money which had been paid to the firm.

25. Mr Ollerenshaw had further stated in his witness statement:

".....The balancing act of the client's best interests and the interests of the firm was a delicate and difficult one."

The Applicant submitted there was no balance to be struck between the firm and client interests and indeed, it was disturbing that Mr Ollerenshaw had this view.

26. The Applicant further submitted that the firm should not have been using client monies to buy cases and that the payment of such fees were financial obligations of the firm. These fees should have been paid from office account but instead were paid from the clients' loan funds so essentially the client was paying for the firm to buy their case. This made the interest payment increase and indeed, Beresfords Solicitors encouraged this practice by stating in their panel solicitor scheme:

"In this way, there is no upfront cost at all to the panel firm of acquiring the case."

27. Effectively, the client was paying for the referral and accordingly clients' interests were being postponed to the interests of the firm. The clients were not informed of the situation.

28. The Applicant submitted that the firm should have advised clients on whether the agreement entered into with Vendside Limited was in their best interests. The Applicant submitted that it probably was not in their best interests to enter into such an agreement and that it was Mr Ollerenshaw's duty to advise clients of this. Similarly, in relation to the client agreement with Sureclaim Limited the agreement placed wholly improper restrictions on clients and was quite bizarre. Again, no advice was given to clients.

29. The Applicant did not allege dishonesty against the Respondents and accepted they had suffered grave financial consequences as a result of the Myatt litigation. However the case was put before the Tribunal as a serious case, particularly in view of the fact that Mr Ollerenshaw was not a novice in conducting such cases having done so for many, many years. There is a high duty on the Respondents to supervise the client account. The Respondents had permitted commercial considerations to prevail over their ethical obligations and their duties to their clients.

30. The Applicant requested an order for his costs which had been agreed with the Respondents in the sum of £32,896.67. The Tribunal was asked to apportion payment of these costs as the Tribunal considered appropriate.

### **The submissions of the Respondents**

31. Ms Willetts on behalf of the Respondents confirmed Mr Ollerenshaw admitted all the allegations and Ms Anderson and Mr Strong admitted allegations 3, 10 and 11. She referred the Tribunal to the witness statements of each of the Respondents and the testimonials provided. The Tribunal was also referred to a Chronology and Outline mitigation submissions.
32. Ms Willetts reminded the Tribunal that five of the allegations related to the firm's relationship with Sureclaim Ltd which was over a very short period of time, being from September 2002 until December 2002, a period of only four months. During this time the firm had opened 75 claims from Sureclaim but only 25 were successful where damages were recovered.
33. In relation to the claims from Vendside Limited, there were only 28 cases which resulted in a recovery of damages and these had come from Beresfords Solicitors. In total, including the 28 cases from Vendside, the Respondents had received approximately 330 cases from Beresfords Solicitors which meant that over a 16 month period, approximately 400 files had been opened dealing with this area of work.
34. Dealing firstly with allegation 1, the Tribunal was reminded of the reaction from other personal injury lawyers to the perverse decision given in the Myatt Test cases. The Myatt case concerned CFA's from 2000 but by the time the case had been heard, those CFA's had been abolished. Due to the huge impact on solicitors of the outcome of those cases, The Law Society and the Association of Personal Injury Lawyers became involved with the litigation, and they supported the Respondents giving them positive advice throughout the litigation to continue. Indeed, both the firm's Counsel and the Law Society's Counsel advised the Respondents to continue with the litigation but unfortunately when an application for leave to appeal to the House of Lords was made, this was refused. The costs lost by the firm were very high and the case was a financial disaster. Mr Ollerenshaw found himself in a catch 22 position in that when the Myatt Test cases concluded, the firm did not have the funds to reimburse clients immediately. Mr Ollerenshaw did what he could in that he notified his insurers of the situation and they were very supportive of his difficulties. However, they advised him not to do anything that may void the policy. Accordingly, although Mr Ollerenshaw wanted to write to all his clients to let them know that the insurers would pay the shortfall in damages, the insurers would not allow him to do so and indicated they would deal with matters on a claims only basis. Accordingly, Mr Ollerenshaw found himself in a difficult position and could only send letters to clients advising them to take independent legal advice. Ms Willetts was pleased to confirm that since then most of the clients had received the balance of their damages and the Tribunal was asked to bear in mind that Mr Ollerenshaw was hampered in being unable to write to his clients by the difficult situation he found himself in. In any event, he started to put money aside regularly to pay off the sums due to clients and as of yesterday, there was only one claim which was outstanding with the insurers, and indeed, that outstanding claim had only been notified to the insurers approximately a week ago. All the other clients had been compensated and the firm had made a

contribution of £26,000 to these payments. Ms Willetts reminded the Tribunal that the situation had arisen due to the position the firm found itself in as a result of the decision in the Myatt Test cases and these were not premeditated actions.

35. Concerning allegations 2 and 3, the funding loans obtained were in the clients' name and were held by the funders. The monies were not in the firm's client account and when the loans were initially set up, the funder had deducted the referral fee automatically from the funding loan and sent it directly to Beresfords Solicitors. The Respondents accepted this was not the correct way to deal with matters but that was the way that the system had been set up from the outset. It was stressed that referral fees were always paid back when the case had settled.
36. Concerning allegations 4 and 5 Mr Ollerenshaw had thought that the cases received from Vendside Limited were part of the referrals sent by Beresfords and he did not realise at the time that any breach had been committed. The clients had entered into agreements with Vendside prior to the firm's involvement and the Tribunal was asked to look at the agreement in the same way that one would look at a relationship between a client and an estate agent before a conveyancing solicitor became involved. The contingency agreement was a pre-existing agreement set up prior to Mr Ollerenshaw's involvement.
37. Regarding the remaining allegations relating to Sureclaim Limited, whilst the agreement between the client and Sureclaim Limited was bizarre, this was not how it had worked in practice. Neither damages nor costs were paid to Sureclaim on any claim other than the 20% payment plus VAT. The firm always accounted to clients directly for damages less any interest on their loan and the fee, and Sureclaim never questioned this method of working. They never acknowledged receipt of any fees paid and once the firm stopped taking cases from them, there was absolutely no contact with them at all.
38. The Tribunal was reminded that the relationship between the firm and Sureclaim was over a period of four months. On 8<sup>th</sup> March 2004 the Rules changed to allow firms to pay referral fees in some circumstances, and this change had come about due to the uncertainty that firms had been experiencing regarding the whole issue of payment of referral fees. Indeed, the matter was eventually clarified in the case of Sharratt v London Central Bus Company [2004] EWCA Civ. 575 when the Court of Appeal gave a judgment stating that investigation fees were actually referral fees and should not have been paid. By the time this decision was given, the firm had already made payments to Sureclaim and the Tribunal was reminded that until this judgment was given, there was a great deal of uncertainty and lack of clarity.
39. Concerning allegations 10 and 11 the Respondents had ensured letters were sent to clients during the litigation of the Myatt Test cases and they were aware that funds had been drawn, they were kept informed of how the case was going, and when they might receive their damages back. Mr Ollerenshaw accepted that he had placed too much trust in others in relation to discharging his duties in areas where the firm was inexperienced in what turned out to be a complex area of work. He had failed to get to grips with the detail of the issues which were extremely complex.

40. Mr Ollerenshaw was the founding and senior partner of the practice and had sole responsibility for negotiating agreements and joining the panels. He supervised the personal injury team, as well as supervising the Myatt Test case, liaising with Counsel, insurers, solicitors and interested parties.
41. Ms Anderson was not made a partner until 1<sup>st</sup> November 2003 which was after the firm's relationship with Sureclaim had terminated in December 2002. She was however a salaried partner when the cases had been received and therefore accepted liability for the accounts breaches on a strict liability basis. Mr Strong was based in the criminal department and became a partner in 1998.
42. Neither Ms Anderson nor Mr Strong had any day to day involvement of the personal injury department. The cases being dealt with by the firm were claims made mainly against former employers and indeed, the firm was not a high volume personal injury practice. No controversial profits had been made and a fraction of the cases involved the Department of Trade and Industry Scheme. This was the distinguishing aspect of this case, as no Claims Handling Agreements were involved.
43. Mr Ollerenshaw and Ms Anderson were made bankrupt on 9<sup>th</sup> December 2009 as a result of the debts of the practice which amounted to about £1,000,000. They had both borrowed money to keep the firm going and were now required to pay a sum of money to the Official Receiver for the next three years. Mr Ollerenshaw had three young children, one of which, aged seven had been suffering from cancer which had caused Mr Ollerenshaw additional stress. Fortunately that child was now in remission. Ms Anderson was the main breadwinner in her family. She had two children and the eldest was ten years old and suffered from health problems. Mr Strong had two children but unfortunately his marriage had broken down as a result of the circumstances before the Tribunal and he himself was now suffering from clinical depression. He anticipated he would shortly be made bankrupt due to the debts of the practice. None of the Respondents had any savings and the Tribunal was referred to the case of D'Souza v The Law Society [2009] EWHC 2193 (Admin). In particular, in that case Mr Justice Coulson had commented:

"...there will be exceptional cases where, even though a solicitor is allowed to continue in practice, his income may be a relevant consideration both as to any costs sanction and in respect of any financial penalty that might be imposed."

The Tribunal was asked to take into consideration each of the Respondents' personal and financial circumstances which, it was submitted, were exceptional.

44. None of the Respondents had appeared before the Tribunal previously and there had been no allegation that the firm had been managed inefficiently or unprofessionally. The Respondents contributed to the wider community and details of their respective involvements were given in their witness statements.
45. The Tribunal was referred to the number of testimonials provided and in particular, the Tribunal was referred to the testimonial provided by the Respondents' current employer, Christopher Edward Houghton.

### **The oral evidence of Christopher Edward Houghton**

46. Mr Houghton took the Oath and confirmed his full name was Christopher Edward Houghton and that he was the senior partner of Moore & Tibbits Solicitors. He had provided the Tribunal with a reference dated 25<sup>th</sup> January 2010 and confirmed that the details given in that reference were true. He considered the Respondents were supremely nice, decent people with families to look after. They were all honest and had simply fallen into a mistake that could have affected any solicitor in that line of work. They were all good, talented solicitors. They were enthusiastic, clients appreciated them and it was a pleasure to have them in the office. Mr Houghton confirmed it would be a pleasure to have the three Respondents working with him in the future.

### **The further submissions of the Respondents**

47. All three Respondents apologised and expressed remorse and contrition. The Myatt Test cases were so huge it was difficult for the Respondents to extricate themselves from them. At the time Mr Ollerenshaw genuinely believed he had not done anything wrong and this was a sad case for all three Respondents professionally and personally. They had been severely punished already and the Tribunal was assured that they would not appear before the Tribunal again. The Tribunal was asked to deal with them as leniently as possible in all the circumstances.
48. Ms Willetts confirmed that the Applicant's costs had been agreed in the sum of £32,896.67 and that the Respondents were prepared to allow the Tribunal to apportion these costs as the Tribunal saw fit taking into account their respective roles.
49. In relation to sanction, Mr Ollerenshaw was currently earning £4,000 per month net and anticipated he would be making a payment to the Official Receiver of about £500-£575 per month. Ms Anderson was earning a net salary of £3,700 per month and anticipated she would also pay a similar amount to the Official Receiver. Mr Strong was earning £2,900 net per month and at the moment was not subject to a bankruptcy order.

### **The Findings of the Tribunal**

50. The Tribunal had listened carefully to the submissions of the parties and had considered all the documentation provided. The Tribunal found all the allegations to have been substantiated against Mr Ollerenshaw, indeed they were admitted. In relation to Ms Anderson and Mr Strong, only allegations 3, 10 and 11 had been pursued against them and the Tribunal found these three allegations to have been substantiated, indeed they had been admitted by both Ms Anderson and Mr Strong.
51. The Tribunal had taken into account the involvement of all three Respondents and the minor parts played by Ms Anderson and Mr Strong who were clearly less culpable and had not been involved in personal injury work at all. They had made admissions on a strict liability basis. The Tribunal had also taken account of the references provided.

52. Mr Ollerenshaw was clearly the more culpable Respondent and the Tribunal was concerned to note that he had preferred the interests of his firm before the interests of his clients. The Tribunal had taken into account the assurance provided by Ms Willetts that no clients had lost money and that all cases had now been settled by the indemnity insurers save one case which had been notified to them recently.
53. Notwithstanding this, the Tribunal considered the conduct of Mr Ollerenshaw to be particularly serious in the following respects.
- (i) Mr Ollerenshaw was responsible for the introduction of the personal injury referrals and as a result of his conduct, clients had ended up paying interest on the payments from their loan funds to pay referral fees;
  - (ii) He had allowed the firm to enter into agreements with non-solicitors which were grossly unfair to the clients;
  - (iii) The agreements were clearly contingency fee agreements and were not in the best interests of the clients;
  - (iv) There was a failure to advise clients of this and indeed, the firm should not have entered into those agreements as they were not permissible.
54. The Tribunal was particularly concerned that Mr Ollerenshaw had sought to balance the clients' best interests with the interests of the firm and stressed that this was completely unacceptable as the clients best interests were always paramount. As a result of the Respondents' conduct, clients had suffered and the reputation of the profession had been damaged.
55. In relation to Ms Anderson and Mr Strong, the Tribunal considered the appropriate sanction was to fine each of these Respondents £3,000.
56. In relation to Mr Ollerenshaw, the Tribunal had given serious consideration to imposing a period of suspension as the Tribunal was of the view that the breaches were extremely serious. However, the Tribunal took into account the fact that Mr Ollerenshaw had been contrite, he had taken steps to rectify the situation and that all clients had been repaid the damages due to them. In all the circumstances, the Tribunal considered the appropriate sanction in relation to Mr Ollerenshaw was to fine him £15,000.
57. The Tribunal had taken into account the case of D'Souza v The Law Society and was satisfied from the financial information provided concerning each of the Respondents' means and outgoings that a financial penalty was appropriate and indeed that an order for costs should be made.
58. Accordingly, the Tribunal Ordered Mr Ollerenshaw to pay costs in the sum of £25,896.67, Ms Anderson pay costs in the sum of £3,500 and Mr Strong pay costs of £3,500.
59. The Tribunal Ordered that the Respondent Timothy Richard Ollerenshaw c/o Ms J Willetts, Townshends LLP Solicitors, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £15,000.00, such penalty to be forfeit to Her Majesty the

Queen, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £25,896.67.

60. The Tribunal Ordered that the Respondent Debbie Louise Anderson c/o Ms J Willetts, Townshends LLP Solicitors, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £3,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that she do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.
61. The Tribunal Ordered that the Respondent Jamie St John Strong c/o Ms J Willetts, Townshends Solicitors LLP, 31 Lionel Street, Birmingham, B3 1AP, solicitor, do pay a fine of £3,000.00, such penalty to be forfeit to Her Majesty the Queen, and it further Ordered that he do pay the costs of and incidental to this application and enquiry fixed in the sum of £3,500.

Dated this 7<sup>th</sup> day of April 2010  
on behalf of the Tribunal

E Richards  
Chairman