

# **Adrian Mayers**

## **Employee**

### **642687**

**[Agreement Date: 5 June 2019](#)**

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 5 June 2019

Published date: 17 June 2019

## **Firm details**

### **Firm or organisation at time of matters giving rise to outcome**

Name: BDE Law Limited

Address(es): Admiral House, Queensway, Newport NP20 4AG

Firm ID: 596863

## **Outcome details**

This outcome was reached by agreement.

### **Decision details**

Regulatory Settlement Agreement

### **Reasons/basis**

#### **1. Agreed outcome**

1.1 Adrian Mayers, a former employee of BDE Law Limited (the Firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. to the SRA making an order under section 43 of the Solicitors Act 1974 (a Section 43 Order) in relation to him that, from the date of this agreement:
  - i. no solicitor shall employ or remunerate him in connection with his practice as a solicitor



- ii. no employee of a solicitor shall employ or remunerate him in connection with the solicitor's practice
- iii. no recognised body shall employ or remunerate him
- iv. no manager or employee of a recognised body shall employ or remunerate him in connection with the business of that body
- v. no recognised body or manager or employee of such a body shall permit him to be a manager of the body
- vi. no recognised body or manager or employee of such body shall permit him to have an interest in the body

except in accordance with the SRA's prior permission

- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £300.

## **2. Summary of Facts**

2.1 Mr Mayers was employed by the Firm from 16 June 2016 until August 2017. He was a fee-earner in the Firm's personal injury team.

### **Client A**

2.2 The Firm acted for Client A in his personal injury claim. Mr Mayers had day-to-day conduct of the claim.

2.3 The court ordered that the Claimant's directions questionnaire should be filed with the court and served on the defendant by 18 July 2016. On 20 July 2016 Mr Mayers drafted a letter to the court enclosing the directions questionnaire. He backdated the letter to 18 July 2016 and sent it to the court by email on the same day.

### **Client B**

2.4 The Firm acted for Client B in his personal injury claim. Mr Mayers had day-to-day conduct of the claim.

2.5 The court ordered that either the Claimant must notify it that the claim had been settled, or one of the parties must request an extension to the stay in proceedings, by noon on 12 June 2017. On 13 June 2017 Mr Mayers drafted a letter to the court asking for a stay in the proceedings and backdated it to 12 June 2017. He sent the letter to the court by email on 13 June 2017.

### **Client C**

2.6 The Firm acted for Client C in her personal injury claim. Mr Mayers had day-to-day conduct of the claim.



2.7 The court had ordered standard disclosure to be served by 24 July 2017. On 25 July 2017, Mr Mayers drafted two letters and backdated them both to 21 July 2017. One letter was addressed to the court and stated that the Claimant's list of documents was enclosed. Mr Mayers sent the letter by email on 25 July 2017. The other letter was addressed to the defendant insurers. It stated that the Claimant's list of documents was enclosed, and that a copy had been sent to the court. Mr Mayers sent the letter by email on 25 July 2017.

2.8 When the Firm became aware of Mr Mayers' conduct in July 2017 it began internal disciplinary proceedings against him. Mr Mayers left the Firm in August 2017.

### **3. Admissions**

3.1 Mr Mayers admits, and the SRA accepts, that his conduct set out above was dishonest.

### **4. Why the agreed outcome is appropriate**

#### **Section 43 Order**

4.1 The SRA and Mr Mayers agree that a Section 43 Order is appropriate because:

- a. Mr Mayers is not a solicitor
- b. he worked under the direction and supervision of a solicitor,
- c. by backdating letters to mislead the court and others, Mr Mayers has occasioned or been party to an act or default in relation to a legal practice. Mr Mayer's conduct in relation to that act or default makes it undesirable for him to be involved in a legal practice.

4.2 Mr Mayer's conduct makes it undesirable for him to be involved in a legal practice because his willingness to mislead the court and others in connection with judicial proceedings poses a risk to the proper administration of justice.

4.3 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process.

### **5. Acting in a way which is inconsistent with this Agreement**

5.1 Mr Mayers agrees that he will not act in any way which is inconsistent with this agreement such as, for example, by denying responsibility for the conduct referred to above.

### **6. Costs**

6.1 Mr Mayers agrees to pay the costs of the SRA's investigation in the sum of £300.

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