

# **Ann-Marie Matthews**

## **Solicitor**

### **339574**

**[Agreement Date: 7 July 2022](#)**

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 7 July 2022

Published date: 18 July 2022

## **Firm details**

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

Name: Nicholsons LLP

Address(es): 23 Alexandra Road, Lowestoft NR32 1PP

Firm ID: 534590

## **Outcome details**

This outcome was reached by agreement.

### **Reasons/basis**

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

1.1 Ann-Marie Matthews, a solicitor, agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

- a. To a fine of £2,000.
- b. To the publication of this agreement.
- c. To pay a contribution towards the costs of the investigation in the sum of £2,000.00.

#### **2. Summary of Facts**

2.1 Mrs Matthews was admitted as a solicitor on 15 September 2004.

2.2 Mrs Matthews commenced her employment at Nicholsons LLP ("the Firm") in 2002 as a trainee solicitor. Mrs Matthews worked in the Private Client department dealing with Wills, Powers of Attorney, Trusts and the



administration of estates. In 2009, Mrs Matthews became a salaried partner and in 2011, she became a profit-sharing partner. She is no longer practising at the Firm.

2.3 The type of work carried out by Mrs Matthews entailed acting as a co-trustee and/or attorney on matters where the testator or donor had appointed her and/or the Firm. By virtue of the type of file, Mrs Matthews and/or partners of the Firm were deemed the 'client' on a file which conferred certain decision-making powers upon the appointed Trustee/Attorney.

2.4 When acting as the co-Trustee on the Will Trust of Client A deceased, Mrs Matthews caused or allowed the transfer of monies from client funds on 39 occasions between August 2009 and October 2015 without first providing written notification of the bill of costs to the co-trustee, Person B. Mrs Matthews admits that a written bill of costs was not sent to Person B.

2.5 Between July 2011 and March 2014 when corresponding with the beneficiary to an inheritance, Person C, Mrs Matthews caused or allowed the transfer of monies from Person C's share of estate monies without first providing written notification of the bill of costs. Mrs Matthews admits that a written bill of costs was not sent to Person C.

2.6 The SRA's investigation further identified 11 client matters in which Mrs Matthews had failed to keep adequately detailed attendance notes about the work that she was carrying out on each of the files.

2.7 Mrs Matthews had used the term 'considering' within some of her time recording entries on the electronic time ledgers when recording the time spent on the 11 client matters and did not always provide a corresponding attendance note on the client file so that the exact nature of the task undertaken could not always be identified. In those instances where attendance notes were missing or where they were not sufficiently detailed this meant that a breakdown of the time recorded by Mrs Matthews on a task could not be ascertained from the client file. A client is entitled to understand how time has been spent on their matter by a solicitor and if required, request a more detailed analysis of the work undertaken than that contained in the time recording schedule. The circumstances of matters concerned, namely where Ms Matthews was acting as a trustee or attorney, illustrate the importance of more detailed records being kept on the file because the ultimate beneficiary of the trust or the donor of the power of attorney would not be able to match the time recording entries with attendance notes on the file and thereby scrutinise the work undertaken.

2.8 Mrs Matthews accepts that a failure to keep adequately detailed notes on the 11 client files recording the work carried out when recording billable time constitutes a failure to act in the best interest of her clients and also a failure to provide a proper standard of service to her clients.

### **3. Admissions**

3.1 Mrs Matthews makes the following admissions which the SRA accepts:

- a. in relation to the Will Trust matter concerning Person A, Mrs Matthews withdrew and transferred money from client account without first sending a bill of costs, or other written notification of costs to Person B, in breach of Rule 17.2 of the Solicitors Accounts Rules 2011;
- b. in relation to Person C, Mrs Matthews withdrew and transferred money from client account without first sending a bill of costs, or other written notification of costs, to Person C in breach of Rule 17.2 of the Solicitors Accounts Rules 2011;
- c. that by virtue of the conduct admitted in (a) and (b) above, Mrs Matthews has failed to act in the best interests of her clients in breach of Principle 4 of the SRA Principles 2011 and failed to provide a proper standard of service to clients in breach of Principle 5 of the SRA Principles 2011;
- d. in relation to the failure to record adequately detailed attendance notes on 11 client files where the beneficiaries of the trust or the donors of the powers of attorney were not able to scrutinise the work carried out, Mrs Matthews has failed to act in the best interests of her clients in breach of Principle 4 of the SRA Principles 2011 and failed to provide a proper standard of service to clients in breach of Principle 5 of the SRA Principles 2011.

### **4. Why a financial penalty is an appropriate outcome**

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Mrs Matthews and the fact that no complaints were received from clients whilst she was working at the firm. The SRA also acknowledges that there is insufficient evidence that serious client harm arose from her admitted failures identified in paragraph 3.1.

4.3 The SRA considers that a financial penalty of £2,000 is the appropriate outcome because:

- a. The breaches are serious but protection of the public/public interest in this case does not require a greater sanction than the SRA is able to impose.
- b. Mrs Matthews has cooperated fully with the SRA's investigation.

### **5. Publication**



5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Mrs Matthews agrees to the publication of this agreement.

## **6. Acting in a way which is inconsistent with this agreement**

6.1 Mrs Matthews agrees that she will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

6.2 If Mrs Matthews denies the admissions referred to in paragraph 3 above or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of Principles 2 and 5 of the SRA Principles 2019 and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

6.4 By entering into this Agreement, the SRA confirms that the decision to refer Ms Matthews conduct to the Solicitors Disciplinary Tribunal dated 9 June 2020 is overturned.

## **7. Costs**

7.1 Mrs Matthews agrees to pay a contribution towards the costs of the SRA's investigation in the sum of £2,000.00. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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