

# Philip Morris

## Solicitor

### 448138

*Agreement Date: 21 February 2022*

#### *Decision - Agreement*

Outcome: Regulatory settlement agreement

Outcome date: 21 February 2022

Published date: 24 February 2022

#### *Firm details*

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

Name: DAC Beachcroft Claims Ltd

Address(es): Wallbrook Building, 25 Wallbrook, London EC4N 8AF

Firm ID: 591594

#### *Outcome details*

This outcome was reached by agreement.

#### *Decision details*

##### *1. Agreed outcome*

1.1 Philip Morris (Mr Morris), a former employee of DAC Beachcroft Claims Ltd (the firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he is rebuked
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £600.

#### *Reasons/basis*

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

2.1 On 17 June 2014 a statement was obtained from a client (client A) in respect of a motor insurance claim. Client A was represented by a different firm of solicitors at this time. The statement was approved and signed on the same day by the client. Client A later transferred her instructions to the firm and Mr Morris became the fee-earner with conduct of the matter.



2.2 A second defendant was later added to the proceedings on 28 July 2017 and the documents filed previously within the proceedings were served on their legal representative. On 8 May 2019 a request was made by the legal representative for a clearer copy of the statement of 17 June 2014, because the copy provided within the trial bundle was illegible.

2.3 Mr Morris was notified on 15 May 2019, of an error contained within the body of original statement of 17 June 2014. Arrangements were made for the original statement to be re-typed to provide a clearer version and to amend the reported error. Mr Morris explains that he intended to advise the other parties of the amendment on the first morning of the forthcoming trial.

2.4 On 14 June 2019, it was reported to the firm by the claimant solicitor that the signature of client A had been copied and inserted into an altered version of the client's witness statement. This had been served within Court proceedings.

2.5 The firm commenced an investigation on 26 June 2019 and the reported conduct was immediately admitted by Mr Morris. It was confirmed that the client's approval for the amendment had not been sought prior to the disclosure of the document. Mr Morris explained that he had electronically transferred the signature from the original statement, over to the amended version.

2.6 It was subsequently confirmed by Mr Morris that he had copied and pasted original signatures, and placed them into amended versions of original statements, without giving his clients an opportunity to approve the newly created documents. The unapproved versions had later been filed and served within proceedings on several other client matters that he had dealt with.

2.7 During the investigation it was highlighted to Mr Morris that his failure to provide an opportunity to his clients to approve any changes to an amended document was inappropriate. Although he initially believed his actions were reasonable, he later accepted that in behaving in this manner there had been a failure of his professional obligations to his clients and the Court.

### *3. Admissions*

3.1 Mr Morris makes the following admissions which the SRA accepts:

- a. that by copying and pasting signatures from client witness statements and placing it into an amended version of the original statement, without obtaining the approval of the client, he breached Principle 6 of the SRA Principles 2011 and failed to achieve Outcome 5.1 of the Solicitors Code of Conduct 2011.

#### *4. Why a written rebuke 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 Philip Morris and the following mitigation which he has put forward:

- a. the misconduct was not intentional as he mistakenly believed it was acceptable to transfer a client's signature in this way
- b. he has expressed regret and acknowledged his actions were inappropriate
- c. Mr Morris has no previous history of failing to comply with his regulatory obligations he has provided positive character evidence regarding previous professional conduct.

4.3 The SRA considers that a written rebuke is the appropriate outcome because:

- a. The conduct was reckless as to the risk of harm to the reputation of the profession and Mr Morris's regulatory obligations.
- b. There was no lasting significant harm.
- c. There is a low risk of repetition.
- d. Some public sanction is required to uphold public confidence in the delivery of legal services.
- e. A degree of remorse and insight have been shown.

#### *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. Mr Morris agrees to the publication of this agreement.

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

6.1 Mr Morris agrees that he will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

6.2 If Mr Morris denies the admissions 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 Principles and paragraph 7.3 of the Code of Conduct for Solicitors, REL's and RFL's.

#### *7. Costs*

7.1 Mr Morris agrees to pay the costs of the SRA's investigation in the sum of £600. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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