

Steven Mather

Solicitor

393500

Agreement Date: 24 January 2022

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 24 January 2022

Published date: 2 February 2022

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Josiah Hincks Solicitors

Address(es): The Manse, 22 De Montfort Street, LEICESTER, LE1 7GB

Firm ID: 51244

Firm or organisation at date of publication

Name: Nexa Law Ltd

Address(es): Suite 2 Salop House, 13 Salop Road, Oswestry, Shropshire, SY11 2NR

Firm ID: 633024

Outcome details

This outcome was reached by agreement.

Decision details

1 Agreed outcome

1.1 Steven Mather, a solicitor and former employee (and previous Partner) of Josiah Hincks Solicitors (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.

2. Summary of Facts



2.1 Mr Mather was admitted to the Solicitors Roll in 2008. He joined the firm in June 2011 as a Solicitor. He became a salaried partner shortly after and in January 2013 was made head of the Commercial Litigation Department.

2.2 Client A met with the managing partner of the firm to discuss making a derivative rate swap claim on his behalf. A letter was sent from the firm to the client dated 26 November 2012. The letter stated that Client A would be charged "50% of our normal fees with the remaining 50% being on a Conditional Fee Agreement". On 27 November 2012, the firm accepted instructions from Client A on that basis.

2.3 In March 2013, the matter was allocated to Mr Mather to begin the claim. No signed Conditional Fee Agreement ("CFA") had been requested from Client A. The claim was later issued at Court.

2.4 On or around 13 December 2013, Mr Mather drafted and filed a Precedent H costs budget stating there was a CFA dated 27 November 2012 which provided for a success fee. The statement was inaccurate as there was no written CFA document. Mr Mather incorrectly believed that a valid CFA had been orally agreed but a CFA cannot be valid unless it is in writing.

2.5 On or around 22 January 2014, Mr Mather drafted and sent a Notice of Funding to the defendant's solicitors which stated that Josiah Hincks were acting for Client A under a CFA which provided for a success fee. In his covering email to the Defendant dated 23 January 2014, Mr Mather confirmed that "the funding arrangement has been in place throughout", a statement he now accepts to be factually incorrect.

2.6 In 2015, Client A complained about the fees charged by the firm which included a success fee, he pointed out that he had not signed a CFA with them, and this was accepted by the firm. The client then agreed to the firm's suggestion to continue the claim under a Damages Based Agreement.

2.7 Mr Mather sent an email to the Defendant on 10 October 2016. The email contained a reference to the matter being pursued under a pre-2013 CFA success fee.

2.8 At the conclusion of the claim the remainder of the firm's costs were invoiced but Client A did not accept these, which led to costs litigation.

2.9 At the Costs Hearing on 17 February 2020, Mr Mather confirmed that there was no written CFA.

2.10 Mr Mather left the partnership in January 2020.

2.11 Mr Mather accepts he acted in error by failing to obtain a written CFA and relying on an assumed oral CFA. Mr Mather further accepts that he

attempted to enforce an oral CFA when he should have known that this was not possible.

3. Admissions

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

- a. That by deliberately and repeatedly asserting there was a Conditional Fee Agreement (CFA) in place, when he knew, or should have known, that there was no valid CFA, he has breached Principle 6 of the SRA Principles 2011 (the Principles).

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 Mr Mather and the following mitigation which he has put forward:

- a. Mr Mather was not experienced with CFA's until joining the firm.
- b. Mr Mather believed that when he took over conduct of Client A's matter, it was on the basis there was a CFA in place. He accepts that he behaved recklessly in not fully checking this position.
- c. Mr Mather has co-operated with the SRA investigation and has expressed remorse.

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

- a. Mr Mather is a senior Solicitor, and so should be held to the highest standards.
- b. Some public sanction is required to uphold public confidence in the delivery of legal services.
- c. Mr Mather's conduct or behaviour was reckless as to the potential risk of harm, allowing parties to be potentially misled as to the existence of a CFA.
- d. The breach admitted by Mr Mather demonstrates his repeated conduct and this therefore occurred for longer than is reasonable.
- e. There is a negligible risk of repetition.

- f. As the matter was rectified at a Costs Hearing there was no lasting significant harm to the client.

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 Mather agrees to the publication of this agreement.

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

6.1 Mr Mather 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 Mather 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, RELs and RFLs.

7. Costs

7.1 Mr Mather 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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