

Rachel Saunyama

Employee

7023269

Employee-related decision Date: 28 March 2023

Decision - Employee-related decision

Outcome: Control of non-qualified staff (Section 43 / Section 99 order)

Outcome date: 28 March 2023

Published date: 3 April 2023

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Irwin Mitchell LLP

Address(es): Riverside East, 2 Millsands, SHEFFIELD, S3 8DT, England

Firm ID: 570654

Outcome details

This outcome was reached by SRA decision.

Decision details

1 Agreed outcome

1.1 Ms Rachel Saunyama (Ms Saunyama), a former employee of Irwin Mitchell LLP (the firm), a licensed body, agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

(a) From the date of this agreement, she is disqualified under section 99 of the Legal Services Act 2007 from:

- (i) acting as Head of Legal Practice of any licensed body
- (ii) acting as Head of Finance and Administration of any licensed body
- (iii) being a manager of a licensed body, or
- (iv) being employed by any licensed body

(b) to the publication of this agreement

(c) she will pay the costs of the investigation of £675.

1.2 In this agreement the term “licensed body” means a body which holds a licence in force under Part 5 of the Legal Services Act 2007.

2 Summary of facts

2.1 Ms Saunyama was employed by the firm from 28 October 2013 as a ‘client experience expert’. She worked in the firm’s customer contact centre where she handled and forwarded on telephone calls from members of the public, including the firm’s clients and prospective clients, and from other firms and solicitors and passed on email correspondence to relevant departments in the firm.

2.2 Her role did not include giving legal advice or acting for clients.

Complaint to the firm and its internal investigation.

2.3 On 4 March 2022, the firm received a complaint from another firm of solicitors about a telephone call Ms Saunyama had made to them. The complaint included that Ms Saunyama referred to a person that she ‘acted for’ had emailed them and prior to that their client about an employment matter and had referred to the matter ending up at an employment tribunal.

2.4 The firm established that it had no record of acting for the person named by the solicitors in the complaint and it commenced an investigation. The firm identified a number of concerns about Ms Saunyama’s conduct and during the disciplinary interview, she:

(i) accepted that she had corresponded with the solicitors who had complained.

(ii) presented that she was trying to help an acquaintance with a dispute she was having with her employer and

(iii) said that it was her intention to pass the case on to the firm’s employment dispute team.

2.5 The investigation found that at no time had Ms Saunyama passed or tried to pass the case to the employment team. It also found that she had deleted from her sent items all the emails to the solicitors. On 17 March 2022, the firm dismissed her for gross misconduct and on 28 March 2022, it reported her conduct to the SRA.

The SRA’s investigation.

2.6 The SRA reviewed the firm’s internal investigation papers and all the available information covering her dealings with the solicitors that had complained to the firm.

2.7 In summary, Ms Saunyama’s acquaintance was having difficulties with an employer. Ms Saunyama emailed that employer from her work email

address, purporting to act on behalf of the acquaintance. Once the employer instructed solicitors, Ms Saunyama emailed those solicitors directly.

2.8 The email correspondence was supplied by the solicitors because Ms Saunyama deleted all the emails sent from her work email. Between 5 and 14 February 2022, Ms Saunyama sent six emails, initially to the employer and subsequently to the solicitors, in which she:

- a) removed from the signature block to her email her job title 'client experience expert' and inserted after her name 'for and on behalf of IM LLP'
- b) described herself as the 'representative' of her acquaintance and
- c) at no time corrected the solicitors' reference, in their emails, to her acquaintance as 'your client.'

Misleading statements.

2.9 In an email to the employer dated 5 February 2022, Ms Saunyama confirmed that the email was formal notice that they intended to proceed with the matter 'via legal channels' and that they had been liaising with the Home Office and Employment Tribunal. At no time had Ms Saunyama attempted or had any contact with either the Home Office or the Employment Tribunal.

3 Admissions

3.1 Ms Saunyama admits, and the SRA accepts, that by agreeing to the conduct summarised at paragraphs 2.7 and 2.8 above she breached the following SRA Principles:

- a) Principle 2 which states you act – in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons.
- b) Principle 4 which states you act - with honesty and
- c) Principle 5 which states you act - with integrity.

3.2 Ms Saunyama agrees, and the SRA accepts, that her conduct means that it is undesirable for her to be engaged in activities mentioned in section 1.1 (a) (i-iv).

4 Why the agreed outcome is appropriate.

Section 99 disqualification.

4.1 Ms Saunyama and the SRA agree that a disqualification is appropriate because:

- a) the firm is a licensed body
- b) Ms Saunyama has breached rules as described in paragraph 3 above which, by virtue of section 176 Legal Services Act 2007 (LSA), applied to her

c) the conditions in rule 5 of the SRA Disciplinary Procedure Rules 2018(DPR) are met, in that:

(i) it is undesirable for Ms Saunyama to engage in the activities listed in paragraph 1.1 (a) of this agreement, and

(ii) disqualification is a proportionate outcome in the public interest because it will prevent Ms Saunyama from undertaking a similar role at another firm and helps maintain trust in the profession as a whole.

4.2 It is undesirable for Ms Saunyama to engage in the activities listed in paragraph 1.1.(a) of this agreement, for the following reasons:

a) she sent an email in which she described herself as her acquaintance's representative and sent subsequent emails that continued to present herself in the same way. She lacked integrity, because at the time she sent those emails, which were from her email account in the firm's name, she was aware that her acquaintance had not instructed her or the firm for representation.

b) she changed her email signature on all the emails she sent, removing all references to her proper job title. She lacked integrity, because she was aware that including her signature in its usual form might alert the solicitors to question her role in the matter.

c) the acquaintance was referred to as 'your client' by the solicitors in their emails to her. Ms Saunyama was aware she was not instructed by her acquaintance and therefore that the acquaintance was not her client. In not correcting the solicitors' reference to something she knew or ought to have known was incorrect, she lacked integrity and did not act in a way that upholds public trust and confidence in the delivery of legal services by authorised persons.

d) she told the employer that she had been liaising with the Home Office and Employment Tribunal when she had not done either of those things. By knowingly making misleading statements, she acted without integrity and honesty; and

e) she deleted from her sent items the emails to the solicitors. She lacked integrity because she knew that by doing this, it would likely conceal the evidence of her conduct throughout the matter.

4.3 In deciding that disqualification is proportionate, the SRA has taken into account of the disqualification criteria in rule 3.1 (c) of the DPR and the following mitigation which Ms Saunyama has put forward:

(a) that she fully cooperated with the SRA and firm.

(b) she has expressed regret for and insight into her conduct.

5 Publication

5.1 The SRA considers it is appropriate that this agreement is published both in the interests of transparency in the regulatory process and due to regulatory legal guidance which demands publication when dealing with a licensed body, such as Irwin Mitchell LLP.

6 Acting in a way which is inconsistent with this agreement

6.1 Ms Saunyama agrees that she will not deny the admitted acts and will not act in a way which is inconsistent with this agreement.

7 Costs

7.1 Ms Saunyama agrees to pay the costs of the SRA's investigation in the sum of £675. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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