
Final Decision

11 September 2025

Introduction

As explained in the Case and Provisional Decisions already issued, this is a complaint about the work Keystone Law Limited (the firm) did for Mrs [REDACTED]. The firm was instructed in October 2018 to help Mrs [REDACTED] make a claim against her local council. The firm stopped working on 29 September 2023 after Mrs [REDACTED] raised her complaint, but remained on record with the court as Mrs [REDACTED] did not sign the notice to indicate her representative had changed. In November 2023 Mrs [REDACTED] did eventually instruct alternative solicitors, who have been progressing matters on her behalf since.

The Legal Ombudsman has agreed to investigate the following points of complaint:

1. The firm failed to comply with the Directions Order of [REDACTED] July 2022 when it failed to serve Mrs [REDACTED] witness statement to the other side, referencing each item sought and its relevance to the pleaded case.
2. The firm failed to contact the Court, between July and November [REDACTED], to gain an update on the sealed order.
3. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim in December [REDACTED].
4. The firm failed to serve Mrs [REDACTED] witness statement by the [REDACTED] April 2023 deadline.
5. The firm failed to make an application for an Unless Order, despite Mrs [REDACTED] requests.
6. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim on [REDACTED] August 2023.
7. The firm failed to serve a defence to the other side's strike out application of [REDACTED] August 2023.
8. The firm failed to inform Mrs [REDACTED] that a hearing for the other side's application to strike out her claim had been listed for [REDACTED] November 2023.
9. Upon reopening Mrs [REDACTED] complaint on 31 October 2023, the firm failed to issue a final response in a timely manner.

1. In my Provisional Decision I explained that I was satisfied the service the firm provided was not reasonable. As I agreed with the service conclusions set out in the Case Decision, those were provisionally endorsed. However, I did not agree entirely with the remedy set out in the Case Decision and for the reasons set out in that decision, I reduced it from a payment of £25,429.20, to a payment of £20,378.40.
2. This decision builds on my Provisional Decision, seeking to address only what remains in contention. Therefore, additional detail is set out in that Provisional Decision which is not included here. Both should be read together to understand my full position on the complaint (a copy of the Provisional Decision is enclosed for that purpose).
3. Mrs [REDACTED] has accepted the Provisional Decision. She hasn't provided any other comments which need to be considered here. The firm hasn't specifically accepted or rejected the Provisional Decision, it has, however, provided some comments in response.
4. It has raised a point about its outstanding fees, noting that my decision has not addressed them. That remains the case. This decision has no bearing on any fees which may remain due to the firm from Mrs [REDACTED]. As I have not considered the firm's fees in this determination, as far as I am aware, all options remain open to the firm to recover outstanding fees.
5. The firm has also highlighted the offer which it made to Mrs [REDACTED]. That offer expired on 30 April 2025. It hasn't been taken into account in my decision as it is, firstly, no longer available to Mrs [REDACTED] and secondly, because my role, at this stage, is to determine what remedy I believe is appropriate to resolve the complaint. Whether that is, or is not, in line with any offers made by the firm does not affect the decision I must make.
6. In this case, as there are no other relevant comments for me to consider, I see no reason to alter the conclusions set out in my Provisional Decision. It will therefore stand, along with the points made here, as my Final Decision for Mrs [REDACTED] complaint.

Decision

My Final Decision is that the service was not reasonable. To resolve the complaint the firm should make a total payment of £20,378.40 to Mrs [REDACTED]

If you decide to accept my decision, it will be binding on the firm and will be in full and final settlement of your complaint. This also means that you will not be able to take any further legal action on the same facts.

If you accept the decision, we will require the firm to take the actions I have directed within 10 working days of us informing them of your acceptance.

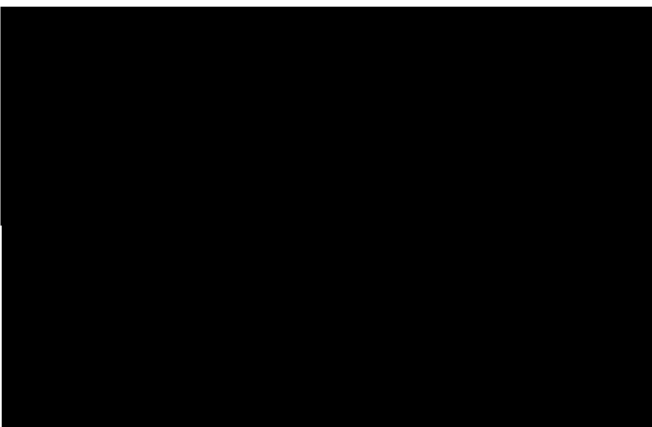
If the remedy includes a financial payment, the firm will either need to make this within 10 working days if they are able, or if they need any information from you in order to make the payment e.g., identification, bank details, to have requested this within 10 working days, and then make the payment within 10 working days of the information being received.

If you choose to reject this Final Decision, it is not binding in any way and you would be free to pursue the matter in any way you may choose.

Therefore please reply in writing by Thursday 25 September 2025 to let us know what you have decided.

If we do not hear from you by this date we will presume you reject this decision and the file will be closed without any further action.

Yours sincerely,



Provisional Decision

27 August 2025

Introduction

This is a complaint about the work Keystone Law Limited (the firm) did for Mrs [REDACTED]. The firm was instructed in October 2018 to help Mrs [REDACTED] make a claim against her local council. The firm stopped working on 29 September 2023 after Mrs [REDACTED] raised her complaint, but remained on record with the court as Mrs [REDACTED] did not sign the notice to indicate her representative had changed. In November 2023 Mrs [REDACTED] did eventually instruct alternative solicitors, who have been progressing matters on her behalf since.

The Legal Ombudsman has agreed to investigate the following points of complaint:

1. The firm failed to comply with the Directions Order of [REDACTED] July 2022 when it failed to serve Mrs [REDACTED] witness statement to the other side, referencing each item sought and its relevance to the pleaded case.
2. The firm failed to contact the Court, between July and November 2022, to gain an update on the sealed order.
3. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim in December 2022.
4. The firm failed to serve Mrs [REDACTED] witness statement by the [REDACTED] April 2023 deadline.
5. The firm failed to make an application for an Unless Order, despite Mrs [REDACTED] requests.
6. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim on [REDACTED] August 2023.
7. The firm failed to serve a defence to the other side's strike out application of [REDACTED] August 2023.

8. The firm failed to inform Mrs [REDACTED] that a hearing for the other side's application to strike out her claim had been listed for [REDACTED] November 2023.
9. Upon reopening Mrs [REDACTED] complaint on 31 October 2023, the firm failed to issue a final response in a timely manner.

Conclusions

1. In her Case Decision my colleague, [REDACTED], explained why she was satisfied the firm's service had not been reasonable. She said the firm should make a payment of £25,429.20 to Mrs [REDACTED] to resolve the complaint.
2. Mrs [REDACTED] has accepted this as a resolution to the complaint and whilst she has provided some comments in response, I don't feel that they need a specific response in this decision, as I will cover the points made in any event.
3. My role as an ombudsman is to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case. When determining what is 'fair and reasonable', I am expected to take into account (but I am not bound by) what decision a court might make, relevant regulatory rules and what I consider to be good practice.
4. I confirm that I have taken such factors into account, and the decision that I set out below, is what, in my opinion, I consider to be fair and reasonable in all the circumstances of this case.
5. Under Rule 5.20 of our Scheme Rules, we can treat the complaint as resolved on the basis of the Case Decision if:
 - Neither party responds to the Case Decision, or
 - in response to the Case Decision neither party has provided any new facts or evidence or makes a material challenges to the facts or evidence on which the Case Decision relies.
6. Before making my decision, I have considered whether or not the case could be dismissed under Scheme Rule 5.20, however I have decided that it is fair and reasonable in the circumstances to issue a Final Decision.

7. The firm hasn't accepted the Case Decision's findings and has provided some comments in response. These are mainly around the remedy and what the firm believes the correct calculation of this is. It's right that I consider those comments and make a decision in this case.
8. Overall, however, having considered the available evidence, I am satisfied that the conclusions set out in the Case Decision for the level of service the firm provided are fair and reasonable in the circumstances of this complaint. As there's nothing I can reasonably add to them here, I provisionally endorse them as my decision on the level of service the firm provided.
9. Where the remedy the Case Decision has directed is concerned, the firm has queried whether the £3,000 credit note which was applied to Mrs ██████ file has been accounted for, as, given the remedy calculations set out in the Case Decision it doesn't appear to have been. The firm's view is that it should be and the remedy reduced accordingly.
10. Looking at the correspondence around that credit, I can see that it was explained in the following way:

In our Complaint Response dated 17 October 2023 we offered to write off all work in progress, and to reduce our outstanding fees to £7,655 plus VAT (£9,186 total). This would have meant that all work since 1 July 2022 had come at no cost to you. This offer remains open to you to accept it. Please refer to that letter for further details. Without effecting that, we have today unilaterally and unconditionally carried out a goodwill credit to you of sums paid by you. Funds have been returned to you in the sum of £2,500 plus VAT. We have decided to offer this goodwill refund in order to help you secure legal advice without delay

11. It seems to me that this was clearly a credit applied to the account on a goodwill basis. Given that it explicitly had no link to the complaint being resolved, were it accepted, it's hard to make the case that it ought to be accounted for in any payments towards third-party fees. It appears more accurately to be a reduction in the firm's own fees.
12. Whilst the gesture may have been intended to go some way towards payment of third-party fees by Mrs ██████ there was no obligation on her to use the funds for that purpose. So, I would take it into account were I minded to reduce the firm's fees, which I am not in this case, for the reasons set out comprehensively in the Case Decision. I won't be discounting it from the remedy set out in the Case Decision.

13. The firm has also raised a concern with being directed to cover the costs of invoice numbered 942110 from Ms [REDACTED] new lawyers. They have pointed out that it contains no narrative to explain exactly what it covers, that the reference to the relief from sanctions appears to be the matter title, rather than a specific reference to the work the invoice covers.
14. Given the dates covered and correspondence referred to, it seems more likely to be fees relating to a negligence claim against the firm. The costs of which would be more properly dealt with by the courts. As well as this, there appears to be work included on that invoice which relates to the underlying claim, so the firm is in effect being asked to pay the general fees of the other solicitors, which is not appropriate.
15. It's fair point, however I can't see that there would be circumstances other than where the service the firm provided was unreasonable that potential negligence action would have been contemplated. So, even if the invoice relates to consideration of a negligence claim against the firm, that's a cost which would reasonably have been caused by the firm's service failings.
16. The practical difficulty, however, lies in the second part of the firm's response. That the invoice likely covers general work undertaken by the other solicitors. I agree that it's not appropriate that this is paid for by the firm. I can't see that that would ever be a cost caused by a service failing.
17. Looking at the invoice and the brief description of the work it covers, set out below, I agree that it isn't possible to clearly determine what work it covers. The reference to the relief from sanction is, realistically, the overall matter description for the other firm's file, given it is the same across all invoices and not in the same section as the narrative. So, it can't be relied on as an accurate description of the specific work the invoice covers.
18. That conclusion is given weight when the fact that invoice [REDACTED], dated around nine months previously, covers work up to and including the hearing for relief from sanctions. It's hard to see what extra work on that particular issue would have been required after that point and even if some were required, it would not arguably be not to the level that the charges covered by invoice [REDACTED] imply.

CLAIM AGAINST [REDACTED] - APPLICATION FOR RELIEF FROM SANCTION

	Costs (£)	Disbursements (£)	VAT%	VAT (£)
Professional Charges	4,209.00		20.00	841.80
With our compliments	4,209.00	0.00		841.80

Summary of our Professional Charges

	Net £	VAT %	VAT £
TO OUR PROFESSIONAL CHARGES in connection with the above matter, and in particular corresponding with Keystone Law [REDACTED] and progressing the Disclosure and Media Application	4,209.00	20.00	841.80

To include all attendances, telephone attendances, correspondence, documentation and advice throughout.

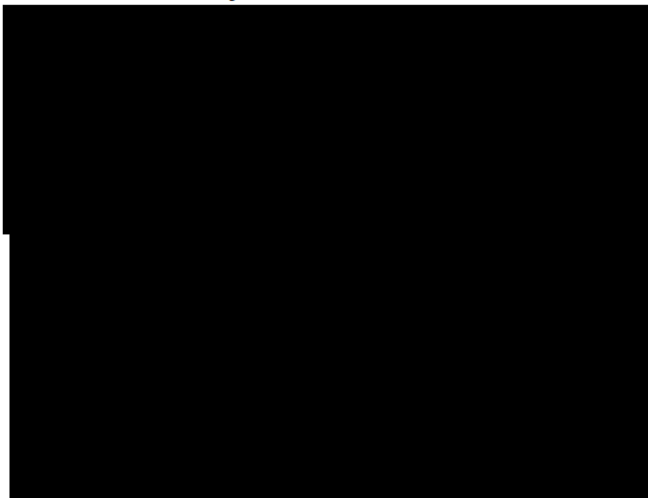
19. Unless I can clearly differentiate between the costs covered by the invoice, or say with sufficient certainty that they were all caused by a service failing on the part of the firm, I can't fairly say the firm should cover that invoice. I know the firm has asked for clarity on the costs to be provided by Mrs [REDACTED] new solicitors, but at the moment, as far as I am aware, nothing has been confirmed.
20. Without a detailed breakdown of what work the invoice covers it is highly unlikely that I will be able to direct the firm to cover this additional invoice in its entirety or, potentially, even at all in any Final Decision I might issue. As it stands, I can't include invoice [REDACTED] in any remedy.
21. Outside of these points, I can't see any good reason to deviate from the remedy directed in the Case Decision. It otherwise seems to me to be appropriate in the circumstances of this complaint.

Decision

Therefore, my Provisional Decision is that the service was not reasonable. To resolve the complaint the firm should make a total payment of £20,378.40 to Mrs [REDACTED]

Please provide any comments you have on this Provisional Decision by ^{Level Ombudsman} Wednesday
10 September 2025.

Yours sincerely,



Case Decision

11 July 2025

Introduction

Mrs [REDACTED] instructed Keystone Law Limited (“the firm”) on 18 October 2018 for assistance in making a claim against her local council for misfeasance in public office

The fee earner changed in October 2021, when another individual was given conduct of Mrs [REDACTED] file.

The firm terminated the retainer on 29 September 2023, due to the contents of Mrs [REDACTED] complaint of 16 August 2023, but remained on the Court record due to Mrs [REDACTED] reluctance to sign the N434 form. Mrs [REDACTED] then instructed alternative legal representation in November 2023, and her claim with the council has not yet concluded.

The complaints I have investigated are as follows:

- 1. The firm failed to comply with the Directions Order of [REDACTED] July 2022 when it failed to serve Mrs [REDACTED] witness statement to the other side, referencing each item sought and its relevance to the pleaded case.**
- 2. The firm failed to contact the Court, between July and November 2022, to gain an update on the sealed order.**
- 3. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim in December 2022.**
- 4. The firm failed to serve Mrs [REDACTED] witness statement by the [REDACTED] April 2023 deadline.**

5. **The firm failed to make an application for an Unless Order, despite Mrs [REDACTED] requests.**
6. **The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim on [REDACTED] August 2023.**
7. **The firm failed to serve a defence to the other side's strike out application of [REDACTED] August 2023.**
8. **The firm failed to inform Mrs [REDACTED] that a hearing for the other side's application to strike out her claim had been listed for [REDACTED] November 2023.**
9. **Upon reopening Mrs [REDACTED] complaint on 31 October 2023, the firm failed to issue a final response in a timely manner.**

Mrs [REDACTED] said that due to the firm's service failings, the hearing listed for [REDACTED] November 2023, at which the other side was attempting to strike out her claim, was adjourned and, by way of a consent order, she was given 28 days to make an application for relief from sanctions.

Mrs [REDACTED] said that the relief from sanctions application was made by an alternative firm of solicitors as, by that point, the firm was no longer representing her. Mrs [REDACTED] acknowledged that the firm had credited her an amount of £3,000 as a goodwill gesture but said that the new solicitors' legal fees for the relief from sanction application amount to more than this. She would therefore like the firm to reimburse her the remaining amount, as she said that it is only as a direct result of the firm's service failings that she had to make this application.

After investigating the above complaints, I consider that the firm's service was unreasonable in relation to all nine complaint points. In light of this, I recommend that the firm pays Mrs [REDACTED] a total of £25,429.20 to resolve the complaint, comprised of compensation for financial loss of £24,679.20 and compensation for emotional impact of £750.

Conclusion

I have reviewed all of the evidence and comments received when investigating this case. For the purpose of this document, I will refer to some of this evidence and explain the conclusions I have reached.

Taking the issues in turn:

1. The firm failed to comply with the Directions Order of [REDACTED] July 2022 when it failed to serve Mrs [REDACTED] witness statement to the other side, referencing each item sought and its relevance to the pleaded case.

- 1.1 Mrs [REDACTED] said the firm told her that the directions contained within this order had been agreed between the firm and the defendant's solicitor in advance of the hearing listed for [REDACTED] July 2022. As directions had been agreed, there was no need for the [REDACTED] July 2022 hearing to go ahead, and it was vacated.
- 1.2 Mrs [REDACTED] added that the relevant section of the order [REDACTED] but said that the firm did not serve the defendant's solicitors with the witness statement – which the defendant then used to serve as one of its grounds for its strike out application.
- 1.3 The firm said that the Directions Order in question was never sealed by the Court and that, in the absence of a sealed order, the directions were not binding on the parties, so there was no failure to comply.
- 1.4 The first piece of evidence I have seen in relation to this complaint point is an email of 11:10 on 30 June 2022, in which the firm informed Mrs [REDACTED] that the other side had agreed to carry out the search referred to in a draft order of April 2022. The firm explicitly said that this was “subject to our providing our own witness statement referencing each item sought and its relevance to the pleaded case which is expect by the court”.
- 1.5 The firm then insisted that this happened quickly and said that it would need to provide Mrs [REDACTED] witness statement within the next [REDACTED] days. The firm noted that this would avoid a contested hearing on [REDACTED] July.
- 1.6 I have seen an email of 13:42 on same day, in which the other side told the Court that parties had agreed the draft order. This aligns with what the firm told Mrs [REDACTED] – that the other side would carry out the search in the draft order, again so long as Mrs [REDACTED] provided a witness statement for each item sought and explained its relevance.

1.7 I have seen the draft order dated [REDACTED] July 2022 (pages 6-8 of evidence bundle). Paragraph 5 of this explicitly stated:

5. The Claimant shall within 14 days serve upon the Defendant's Solicitors a witness statement exhibiting a consolidated list of the items previously requested for specific disclosure stating in respect of each item its relevance to the pleaded case, the grounds for her belief that the document exists and are in the possession or control of the Defendant and a suggested search term, period and category of document to be searched against.

1.8 The next piece of correspondence I have seen is dated 20 July, in which Mrs [REDACTED] chased the firm for an update. This this would have been [REDACTED] days after the 14-day deadline to serve the witness statement upon the other side.

1.9 I have not seen any evidence to support that the witness statement was served.

1.10 Although I understand the firm's comment that the Directions Order in question was never sealed by the Court, both sides had still agreed to the draft order, so the firm should have still fulfilled the conditions of the order and served the witness statement upon other side within 14 days of the order.

1.11 As I cannot see that the firm did serve Mrs [REDACTED] witness statement to the other side by [REDACTED] July 2022, I conclude that the firm's service was unreasonable in this instance.

2. The firm failed to contact the Court, between July and November 2022, to gain an update on the sealed order.

2.1 Mrs [REDACTED] said that she enquired with the Court as to whether it had been contacted by the firm between July and November 2022. She noted that both responses confirmed that the Court had received no communication from the firm between the relevant dates.

2.2 The firm said that the fee earner was in contact with the Court at the time, as he telephoned the Court approximately once per month, and that he was told that the Court would call back with an update, but they did not. The firm said that the fee earner did not keep attendance notes of these calls.

2.3 The firm added that the fact that the Court did not seal this Directions Order caused no particular detriment to Mrs [REDACTED] as replacement directions were set

in a later Order dated [REDACTED] March 2023, which superseded the order which ought to have been made following the [REDACTED] July 2022 hearing.

- 2.4 On 12 May 2022, in response to Mrs [REDACTED] request for an update, the firm told Mrs [REDACTED] “nothing from the court which whilst outrageous is not unusual”. At 18:56 that same day, Mrs [REDACTED] expressed a desire to have a “paper trial” of attempts to chase the Court, and asked if it was in writing that the firm was chasing.
- 2.5 On 13 May, the firm told Mrs [REDACTED] it had called the Court and been told that an application had been listed for [REDACTED] July, so papers would be with the firm “early next week”.
- 2.6 Following this, on 30 June, the other side emailed the Court and copied in the firm to say that both parties had agreed the draft order and to request confirmation that the hearing listed for [REDACTED] July would be vacated.
- 2.7 I have seen that Mrs [REDACTED] emailed the firm on 20 July, asking “any update?” She then chased again on 8 August for an update.
- 2.8 The firm responded on Tuesday 9 August, saying that Mrs [REDACTED] would receive an update in full before end of the week – which would have been Friday 12 August.
- 2.9 On 12 August, Mrs [REDACTED] updated the firm on [REDACTED] proceedings and asked for an update. The firm then responded at 18:15 that day, but I cannot see any mention that the Court had been contacted.
- 2.10 In an email dated 5 September, Mrs [REDACTED] asked the firm “Could you just remind me about the Court seal document that you said [the other side] was taking advantage of not being given as Court on go slow”. Following this, on 11 October, Mrs [REDACTED] noted that three months had passed since they were expecting the other side’s response regarding disclosure. She asked the firm for an update then chased again on 13 October.
- 2.11 The firm responded at 14:10 on 13 October and explained the reason behind the delay. I cannot see, however, that there was any mention of contacting the Court for an update. At 14:17, Mrs [REDACTED] asked if anyone else could take over her case. Mrs [REDACTED] then sent a further email at 14:35 that day, noting how in

June 2022, the firm was waiting a witness statement from the other said and expected to receive it “within 2 weeks”.

- 2.12 On 25 October, Mrs [REDACTED] asked the firm why there had been such a delay with the sealed order from the Court. She sent a second email at 21:07 the same day and asked why there had been a delay of almost four months since the other side had agreed to carry out the search for the documents that Mrs [REDACTED] wanted disclosed. Mrs [REDACTED] chased the firm again on 27 October.
- 2.13 An email from that was sent from the Court to both the firm and Mrs [REDACTED] on 30 November said that the sealed order would be posted hard copy to both sides’ solicitors that day
- 2.14 The Court’s email of 13:40 on 6 December 13:40 confirms that the firm did not contact them between July and November 2022. The email explicitly stated, “We heard nothing further from either party hence the order could not be considered as an agreed order, and nothing further could be completed until further communication has been received.”
- 2.15 A further email from the Court dated 23 October 2023 confirmed “no communication was received between said dates”.
- 2.16 I have not seen any evidence to support that the firm did contact the Court between July and November 2022, to gain an update on the sealed order. While I have taken into consideration the firm’s comments that the fee earner chased the Court via telephone, and that there was no record of this, the Court seems to say that there was no contact at all.
- 2.17 When taking the Court’s emails into consideration, and given the number of failings and inaction on the part of the firm, on the balance of probabilities, I consider it reasonable to form the view that the balance should tip against the firm, and that the firm did not contact the Court. I therefore conclude unreasonable service.

3. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim in December 2022.

- 3.1 Mrs [REDACTED] said that she spent December 2022, January and half of February 2023 trying to establish why a hearing had been listed for March 2023 as the

firm repeatedly failed to tell her that it was to hear the other side's strike out application. Mrs [REDACTED] said she only became that the other side had made a strike out application upon receiving an email from the Court on 20 February 2023.

- 3.2 The firm acknowledged that Mrs [REDACTED] found out about this application through direct contact with the Court and that she should have been told about it sooner, the delay being due to the fee earner's other work pressures alongside difficult personal circumstances. The firm added, however, that the application was resolved by consent with no detriment to Mrs [REDACTED]
- 3.3 The evidence reveals that on [REDACTED] December 2022, the other side emailed both the Court and the firm, attaching a copy of an application notice. I have seen this N244 application notice, dated [REDACTED] December 2022 (pages 27-32 of the evidence bundle), which stated that the other side intended to apply for an order that Mrs [REDACTED] claim be struck out.
- 3.4 On 13 December, Mrs [REDACTED] emailed the firm to ask if the other side had sent an agreed draft order to the Court by the 13 December deadline. She then chased the firm for an update on 14 December
- 3.5 At 10:30 on 14 December, the firm told Mrs [REDACTED] that it presumed the other side had sent the agreed draft order to the Court, but that it would chase. The firm then got an update from the court at 15:52 that day.
- 3.6 On 4 January 2023, Mrs [REDACTED] asked the firm if there were any updates from Court regarding the hearing that had been listed for [REDACTED] March 2023. In response, at 15:23 that day, the firm told Mrs [REDACTED] "I have nothing to report". This was almost one month on from the other side filing an application notice, yet the firm failed to mention this to Mrs [REDACTED]
- 3.7 There were then various emails exchanged back and forth between 6 and 10 January, in which Mrs [REDACTED] chased the firm for an update. Following this, on 24 January, Mrs [REDACTED] asked the firm if there had been communication from the other side. The firm responded on 26 January to say there had been "nothing from [the other side] or the court".
- 3.8 I have not seen any evidence to support that the firm did tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim in December

2022. The firm was aware of this application as early as [REDACTED] December 2022, as I have seen an email that was sent from other side's solicitors to the firm on this date, but did not inform Mrs [REDACTED] of the same.

3.9 Mrs [REDACTED] repeatedly asked for an update and was told there was nothing to report. Even if the firm did not believe that the other side would go through with the N244 application, or believed that it would fail, the firm still should have told Mrs [REDACTED] that the other side had made this application in the first place. As Mrs [REDACTED] was not informed of this, I conclude unreasonable service.

4. The firm failed to serve Mrs [REDACTED] witness statement by the [REDACTED] April 2023 deadline.

4.1 Mrs [REDACTED] said that the firm was the one to set the above deadline, yet it failed to serve her witness statement by a deadline that it had set itself. Mrs [REDACTED] said that the firm's failure to produce a witness statement breached the Court order, and it is this that gave the other side grounds to do the second strike out application of August 2023. Mrs [REDACTED] added that she repeatedly asked the firm what was happening with her with witness statement" and does not understand why the firm failed to serve it.

4.2 The firm said it is correct that Mrs [REDACTED] witness statement was not filed by the [REDACTED] April 2023 deadline. The firm added that although the other side served their witness evidence on [REDACTED] April 2023 (having secured a one-day extension), the fee earner filed this email without having read it and proceeded under the misunderstanding that neither party had served witness statements pending without prejudice negotiations.

4.3 On 6 March 2023, the firm emailed Mrs [REDACTED] regarding the consent order. The firm noted that it was setting an "ambitious target" regarding the exchange of witness statements, but that this was to "avoid any further delay". Point 7 of the email covered the witness statements and stated that there was to be a mutual exchange of statements on or before 4:30pm on [REDACTED] April.

4.4 On 21 March at 11:02, Mrs [REDACTED] commented on the fact that she was yet to see her witness statement. The firm SP responded at 17:03, saying that the statements needed more work. At 19:49 on same day, Mrs [REDACTED] explicitly asked the firm to send her witness statements at least 10 days before the

deadline, so that she could read through and check it. This would have been [REDACTED] March 2023.

- 4.5 In her email of 3 April, Mrs [REDACTED] reminded the firm of the [REDACTED] April deadline and asked for the firm to send her statement and those of her witnesses so that she could read through, process and amend them.
- 4.6 On 7 April, Mrs [REDACTED] emailed the firm, concerned about upcoming the deadline of [REDACTED] April to exchange witness statements and that fact that she had not yet seen drafts of her statements or those of her witnesses. On 11 April, Mrs [REDACTED] emailed the firm noting that the date to exchange witness statements, [REDACTED] April, had “been and gone”.
- 4.7 The email at page 59 of the evidence bundle shows that the other side’s witness statements were sent to the firm at 15:17 on 11 April.
- 4.8 At 09:54 on 12 April, the firm said it would be better to work on completing statements rather than speaking with Mrs [REDACTED] on phone. The email “I have clear time this morning and then all Thursday and Friday and will supply your draft by the end of Friday”, which would have been Friday [REDACTED] April.
- 4.9 At 10:36 on this same day, Mrs [REDACTED] reiterated that [REDACTED] April was the date that had been set down for mutual exchange within the Court order. At 11:14 that morning, Mrs [REDACTED] again reminded the firm that witness statements had not been exchanged on or before [REDACTED] April, as per the Court order.
- 4.10 At 14:14 that same day, Mrs [REDACTED] asked the firm for reassurance to “confirm that it is not a problem that neither side has complied with the court order of [REDACTED] April 2023. Also can you confirm why we were not in a position to exchange as we are very much in the dark on this [REDACTED] and were never at any point informed by you of this. in fact we wrote to you outlining a timescale well before April [REDACTED]”
- 4.11 Following this, on 27 April, Mrs [REDACTED] told the firm “we have still not had any explanation at all for why the April [REDACTED] exchange date was not met”. In the fourth paragraph of her email of 31 May, Mrs [REDACTED] again referred to the missed deadline of [REDACTED] April for the exchange of witness statements.

4.12 The evidence reveals that the firm did not serve Mrs [REDACTED] witness statements by the [REDACTED] April 2023 deadline. I have not seen any reasonable explanation as to why this deadline was missed, nor can I see that an extension was requested. On top of this, the evidence reveals that Mrs [REDACTED] continually emailed the firm, from 21 March right up to 7 April, reminding it of the upcoming deadline. In light of the above, I conclude unreasonable service.

5. The firm failed to make an application for an Unless Order, despite Mrs [REDACTED] requests.

5.1 Mrs [REDACTED] said that although the fee earner initially expressed reluctance over her instruction for him to make an application for an Unless Order, he then agreed to make the application, but the application was never made. Mrs [REDACTED] said that it is now clear to her that the firm had put off making the application because it would not have been viable as the other side had served their evidence on time. Mrs [REDACTED] said she believes that the firm never intended to make the application and, to that end, should not have agreed to it.

5.2 The firm said that Mrs [REDACTED] request that the fee earner issued an application for an Unless Order compelling the other side to serve their witness statement was made on the basis of her understanding that neither side had served their witness evidence by the [REDACTED] April 2023 deadline. Given that the other side had served their witness evidence and therefore were not in breach of any order, an application for an Unless Order would have been untenable, though the firm admits that this was not known at the time.

5.3 The firm added that, regardless of the above, the fee earner had advised that the application was highly unlikely to succeed, but that Mrs [REDACTED] did not accept this advice and insisted on an application being made for an Unless Order. The firm noted that, although draft applications had begun, it was not possible to complete the work because, having considered Mrs [REDACTED] complaint, the firm believed that an own interest conflict had arisen which prevented it from continuing to act. Consequently, the firm was unable to complete the application or otherwise act further.

5.4 I have seen that, as early as 27 October 2022, Mrs [REDACTED] emailed the firm saying “we think it is time to issue an Unless order and immediately”. The firm responded to this on 28 October, saying “there might be merit in getting [the

council] involved in that discussion on threat of the unless order”, and told Mrs [REDACTED] that applying for an unless order would not speed matters up.

- 5.5 Some months later, at 09:25 on 6 March 2023, Mrs [REDACTED] referred to the Unless Order again, saying “neither have we ever served them with an unless order from the court.” Then on 20 April, Mrs [REDACTED] said to the firm that she would “like to make an application for an Unless Order” and that this would be to set down a date for the exchange of witness statements.
- 5.6 On 24 April, Mrs [REDACTED] asked the firm “in the event that they refuse to mediate or mediation fails please prepare an Application for an Unless Order”. Mrs [REDACTED] then chased with the firm on 26 April and, on 27 April, asked the firm to send a letter to other side. Mrs [REDACTED] noted that the firm would “need an unless order ready to go” if it did not hear from the other side.
- 5.7 After this, on 18 May, Mrs [REDACTED] noted that no response had been received from the other side. She again told the firm “we want, as requested numerous times, an unless order served”, and asked if this had been drafted.
- 5.8 On 19 May, the firm answered Mrs [REDACTED] query regarding the Unless Order and explained that obtaining one would take longer and be more expensive than focusing on mediation. The firm said that it had been promised a response from the other side the following week and that it was worth waiting for that.
- 5.9 At 21:55 that same day, Mrs [REDACTED] said “thanks but our instruction is to press ahead with the Unless Order”. This email made it clear that Mrs [REDACTED] wanted confirmation this had been done
- 5.10 On 23 May, Mrs [REDACTED] told the firm “If they haven't agreed to mediate our instruction is for you to apply, without delay, for an Unless Order which will set down a date for the exchange of witness statements. Please can you confirm receipt of this email and that you will proceed with the application for the Unless Order.
- 5.11 At 15:09 that day, the firm told Mrs [REDACTED] that it had heard from other side and was giving the other side 48 hours to respond further. The firm confirmed that it would proceed with Mrs [REDACTED] instructions if no response was received after that 48-hour period.

- 5.12 At 15:33, Mrs [REDACTED] said “If you have not had confirmation (to agree to mediation) by 1200 hrs tomorrow (midday) then our instruction is for you to proceed with the Application for an Unless Order. Please can you confirm you have the Unless order ready to go, as requested.”
- 5.13 The next day, 24 May, the firm told Mrs [REDACTED] that the fee earner working for the other side’s solicitors had left and that there was “no point incurring unnecessary expense on Unless Orders when its possible we will be mediating with someone sensible”.
- 5.14 Mrs [REDACTED] responded at 19:32 that same evening and said she wanted to press on with the Unless Order regardless of expense and whether or not it was needed. She asked that the order was applied for by 30 May.
- 5.15 On 25 May, Mrs [REDACTED] said to the firm “We trust you are clear that application for the unless order will need to be done by Tuesday 30th and no later. Please take this as our instruction as we did not hear anything today from them”
- 5.16 In an email of 31 May, Mrs [REDACTED] thanked the firm for verbally confirming that the application for the Unless Order would be with her by the following morning.
- 5.17 At 17:45 the following day, 1 June, Mrs [REDACTED] asked the firm to confirm that it had completed an application for the Unless Order. This was followed up with another email at 20:46, in which Mrs [REDACTED] asked for confirmation that the firm had applied for the Unless Order, as agreed and promised that Tuesday 30 May.
- 5.18 In an email of 13 June, the firm told Mrs [REDACTED] that “Applying for an Unless Order requiring that [the other side] produce a witness statement explaining their refusal to mediate is untenable given that [the other side is], I expect, about to agree to mediation. Applying for an Unless Order also would not be the appropriate way to set a new date for the mutual exchange of evidential witness statements in the matter generally.”
- 5.19 I have seen enough evidence in relation to this complaint point to form a conclusion. I understand that the firm’s initial position was that Mrs [REDACTED]

should not apply for an Unless Order. Indeed, solicitors do not always have to follow client instruction blindly – especially where they explain that they do not find the instructions reasonable.

5.20 That said, the firm then told Mrs [REDACTED] that the application *would* be made but did not make one, and that is the issue here. Had the firm maintained its position all along and refused to make an application for an Unless Order, so long as this was justifiable, I consider that this would have been reasonable. As it was, the firm promised something and did not deliver, and it is this that I consider to be unreasonable. As such, I conclude that the firm failed to make an application for an Unless Order, despite Mrs [REDACTED] requests, and that this was unreasonable.

6. The firm failed to tell Mrs [REDACTED] that the other side had made an application to strike out her entire claim on [REDACTED] August 2023.

6.1 Mrs [REDACTED] said that the firm completely failed to inform her that the other side had made an application to strike out her entire claim, having failed to comply with the [REDACTED] March 2023 Court Order. She said that the firm's failure to tell her this was demonstrably dishonest and that the firm's 'Complaint Determination letters' fail to acknowledge the seriousness of its behaviour.

6.2 The firm said that the other side's application to strike out Mrs [REDACTED] claim was served on the fee earner on [REDACTED] September 2023 but that, regrettably, it seems that the fee earner overlooked it. The firm therefore admitted that Ms [REDACTED] was not notified of this promptly.

6.3 The firm added that its Compliance Team became aware of the application on 31 October 2023 and promptly secured the other side's consent to an adjournment of the hearing of this application, which provided Mrs [REDACTED] with an opportunity (via her new solicitors, [REDACTED]) to prepare evidence in response to the application.

6.4 I have seen that on 20 September, the other side said to the firm "please find attached application notice and statement and notice of hearing for [REDACTED] – in case this has net [sic] been served by the court." Of these attachments was a notice of hearing of application, dated [REDACTED] September 2023. This stated that the other side's application of [REDACTED] August 2023, seeking the striking out of Mrs [REDACTED] claim, would be held on [REDACTED] November 2023.

- 6.5 On 6 October 2023, the other side sent the firm documentation and explicitly said that this was “in preparation for the hearing on [REDACTED] November 2023”. Following this, on 26 October, the other side sent the firm its skeleton argument for the upcoming hearing.
- 6.6 At 11:54 on 31 October 2023, Mrs [REDACTED] forwarded the firm an email that had been sent to both her and the firm by the Court, informing them of a hearing listed for 10:30 on [REDACTED] November 2023. Mrs [REDACTED] asked why the firm had not told her of this. Mrs [REDACTED] then contacted the Court at midday that day to say that she was unaware of the hearing.
- 6.7 The firm responded at 12:19 to say that the hearing was in relation to an application that the other side had made to strike out her claim, then reminded Mrs [REDACTED] that the firm’s retainer had been terminated on 29 September.
- 6.8 Mrs [REDACTED] responded at 12:26 to say that the other side had made the application on [REDACTED] August, which was long before the termination of the retainer. At 12:27, Mrs [REDACTED] then got confirmation from the Court that the firm had received the hearing notice on [REDACTED] September 2023.
- 6.9 The firm responded to this at 12:41, telling Mrs [REDACTED] that the Court had never served the application upon the firm.
- 6.10 The evidence reveals that the firm was notified as early as 20 September 2023 that the other side had made an application to strike out Mrs [REDACTED] entire claim on [REDACTED] August 2023, but I cannot see that the firm ever told Mrs [REDACTED] about this. Indeed, I have seen that Mrs [REDACTED] only found out about the other’s side’s application when the Court contacted her, on 31 October, to inform her of the upcoming hearing in relation to the application. I therefore consider that the firm’s service in this instance was unreasonable.

7. The firm failed to serve a defence to the other side’s strike out application of [REDACTED] August 2023.

- 7.1 Mrs [REDACTED] said not only did the firm fail to inform her that the other side had made an application to strike out her entire claim, it failed to file a defence to this strike out, which allowed the other side’s application to be heard

uncontested. Again, Mrs [REDACTED] said they believe this conduct to be demonstrably dishonest.

- 7.2 The firm said that it ceased to act for Mrs [REDACTED] on 29 September 2023, so it could not have served a defence to the above. The firm added that, whilst it did not articulate Mrs [REDACTED] defence to the strike out application itself, it did (even after termination of the retainer) secure an adjournment so that Mrs [REDACTED] could respond to the application via her new solicitors.
- 7.3 The evidence at paragraphs 6.6 to 6.9 is relevant to this complaint point.
- 7.4 On top of that, I have seen that at 12:19 on 31 October, the firm told Mrs [REDACTED] “we will request that the court adjourn the hearing pending your obtaining separate representation”.
- 7.5 I cannot see that the firm served a defence to the other side’s strike out application or explained to Mrs [REDACTED] why it would not be serving a defence.
- 7.6 While I understand that the firm ceased acting for Mrs [REDACTED] as of 29 September 2023, the evidence reveals that firm was aware of the other side’s application to strike out Mrs [REDACTED] claim as early as [REDACTED] September, which is before the date the firm terminated the retainer. This means that the firm could have served a defence during this time. I cannot see that it did.
- 7.7 I appreciate the firm’s comment that it attended the meeting of [REDACTED] November and secured an adjournment, but this would not have been needed had the firm served a defence in the first place. If it is the case that the firm did not consider serving a defence to be the best option, it should have told Mrs [REDACTED] this and discussed her options going forwards. As I cannot see that the firm did serve a defence to the other side’s strike out application of [REDACTED] August 2023, or do any of the above as an alternative, I conclude unreasonable service.
- 8. The firm failed to inform Mrs [REDACTED] that a hearing for the other side’s application to strike out her claim had been listed for [REDACTED] November 2023.**
- 8.1 Mrs [REDACTED] said that on 31 October 2023, she learned from the Court that there was a hearing taking place [REDACTED] November 2023, which was a strike out hearing following an application made the other side in August 2023. Mrs [REDACTED] added that had it not been for the email contact from the Court

clerk, she would not have known anything about the hearing or the strike out application, as the firm failed to inform her about either.

- 8.2 The firm said that, as set out under paragraph 7.2, it ceased to act for Mrs [REDACTED] on 29 September 2023. Again, the firm stated that while it did not provide Mrs [REDACTED] with advance notice of the hearing, it did secure an adjournment to the hearing so that Mrs [REDACTED] could respond to the application via her new solicitors.
- 8.3 On 20 September, the other side emailed the firm, saying “please find attached application notice and statement and notice of hearing for [REDACTED] in case this has not [sic] been served by the court.” Of these attachments was a notice of hearing of application, dated [REDACTED] September 2023. This stated that the other side’s application of [REDACTED] August 2023 seeking the striking out of Mrs [REDACTED] claim would be held on [REDACTED] November 2023.
- 8.4 On 29 September, the firm wrote to Mrs [REDACTED] to say it was forced to cease acting for her.
- 8.5 Several days after this, on 6 October 2023, the other side sent the firm documentation and explicitly said that this was “in preparation for the Hearing on [REDACTED] November 2023”. Following this, on 26 October, the other side sent the firm its skeleton argument for the upcoming hearing.
- 8.6 At 11:54 on 31 October 2023, Mrs [REDACTED] forwarded the firm an email that had been sent to both her and the firm by the Court, informing them of a hearing listed for 10:30 on [REDACTED] November 2023. Mrs [REDACTED] asked why the firm had not told her of this. Mrs [REDACTED] then contacted the Court at midday that day to say that she was unaware of the hearing.
- 8.7 The firm responded at 12:19 to say that the hearing was in relation to an application that the other side had made to strike out her claim, then reminded Mrs [REDACTED] that the firm’s retainer had been terminated on 29 September.
- 8.8 Mrs [REDACTED] responded at 12:26 to say that the other side had made the application on [REDACTED] August, which was long before the termination of the retainer. At 12:27, Mrs [REDACTED] then got confirmation from the Court that the firm had received the hearing notice on [REDACTED] September 2023.

- 8.9 The firm responded to this at 12:41, telling Mrs [REDACTED] that the Court had never served the application upon the firm.
- 8.10 The Court told Mrs [REDACTED] that the hearing notice had been sent to the firm on [REDACTED] September 2023. Although I have not seen evidence to support that this is definitely true, I have seen that the firm was definitely aware of the hearing as early as [REDACTED] September.
- 8.11 The firm referred to termination of Mrs [REDACTED] retainer on 29 September but, as of the firm's earliest point of knowledge of hearing, it was still acting for Mrs [REDACTED]. It therefore should have informed her of this hearing. As this did not happen, I conclude unreasonable service.
- 9. Upon reopening Mrs [REDACTED] complaint on 31 October 2023, the firm failed to issue a final response in a timely manner.**
- 9.1 Mrs [REDACTED] said that as a result of what happened on 31 October 2023, the firm, of its own volition, re opened her complaint, then kept it open for several months, during which it failed to issue a response.
- 9.2 The firm said it believed that it was appropriate to keep Mrs [REDACTED] complaint response open until she knew the outcome of her relief from sanctions application, so that it could see what (if any) detriment had been caused by these matters and make an appropriate offer to make things right.
- 9.3 The firm maintains that proceeding in this way was the most sensible and constructive approach in the circumstances. The firm added that when it was informed by Mrs [REDACTED] new solicitors on [REDACTED] April 2024 that the relief from sanctions application had succeeded, it then proceeded to finalise the complaint response which was sent to Mrs [REDACTED] just over two weeks thereafter, on 19 April 2024.
- 9.4 The first piece of correspondence I have seen dated 31 October 2023 is an email from Mrs [REDACTED] to the firm at 6:00, asking when the firm had become aware of the upcoming Court hearing and what it would be arguing for an adjournment. Mrs [REDACTED] then chased at 11:54 that morning
- 9.5 The firm responded at 12:19 and Mrs [REDACTED] then expressed her dissatisfaction at 12:26 the same day.

- 9.6 Following this, the firm's complaints team emailed Mrs [REDACTED] at 15:23 on this day to say that they had reopened her complaint.
- 9.7 On 15 December, the firm told Mrs [REDACTED] "Our investigations are ongoing following the reopening of your complaint and we will be writing to you with a full response as soon as we can. We expect this to be early in the New Year". Finished with "in any event we will write to you in the New Year"
- 9.8 I cannot see that the firm did contact Mrs [REDACTED] early in the New Year, as the next correspondence I have seen is dated 23 February 2024, on which date Mrs [REDACTED] chased the complaints team for a response. She then followed up again on 26 February.
- 9.9 On 27 February, the firm acknowledged both of Mrs [REDACTED] emails and said "we will get back to you as soon as possible".
- 9.10 Following this, Mrs [REDACTED] chased with the complaints team on 25 March, stated that it had been around 21 weeks since the firm had reopened her complaint. Mrs [REDACTED] said "Your failure to provide us with a response into your further investigations is unacceptable. You have not provided any explanation for the delay."
- 9.11 On 28 March, the firm told Mrs [REDACTED] that it had reopened her complaint in light of finding out about the other side's strike out application dated [REDACTED] August 2023, as it realised that more had gone wrong than it had previously understood. The firm added "We consider that we should keep your complaint open until we know the outcome of your relief from sanctions application, which seems a natural time to revisit this and issue our final response".
- 9.12 On [REDACTED] April, Mrs [REDACTED] relief from sanctions application was granted. Mrs [REDACTED] new solicitors informed the firm of this on that same day.
- 9.13 I have seen that the firm issued a final response on 19 April 2024 to the complaint that it reopened on 31 October 2023.
- 9.14 The evidence reveals that the firm reopened Mrs [REDACTED] complaint on 31 October 2023 but did not issue a final response in relation to the same until 19 April 2024. This is a period of almost six months. While I appreciate that the

firm wanted to wait until it knew the outcome of Mrs [REDACTED] relief from sanctions application before issuing a final response, the firm did not actually tell Mrs [REDACTED] that this was the reason behind the delay until 28 March 2024, which is almost five months after it had reopened the complaint.

9.15 Furthermore, although I do consider that it was logical for the firm to have waited on the outcome of the application before considering whether to make an offer to resolve the matter, it still should have provided a final response to Mrs [REDACTED] complaint at least on the service points. As this was not the case, I conclude unreasonable service.

Remedy

Having considered that the firm's service was unreasonable in relation to all nine complaint points, I now must consider an appropriate remedy.

Mrs [REDACTED] previously said that, as a result of the firm's service failings, the hearing listed for [REDACTED] November 2023, at which the council was attempting to strike out her claim, was adjourned. Instead, by way of a Consent Order, she was given 28 days to make an application for relief from sanctions. Mrs [REDACTED] said that the relief from sanctions application was made by alternative solicitors and that she believes the firm should cover the costs that she had to pay this new firm to work on the application.

Mrs [REDACTED] said that the outcome of the application was that she had to pay the other side's costs, which amounted to £11,880, and believes that these should be covered by the firm also.

In relation to a potential remedy, Mrs [REDACTED] sent me a copy of the schedule of loss that was drafted in 2019. I do not believe that this has any relevance to the firm's service failings as it concerned losses that Mrs [REDACTED] appears to have suffered as a result of the council.

Mrs [REDACTED] also sent me a statement of account (page 134 of the evidence bundle) to show that she paid the firm £40,128.52 in legal fees in respect of the claim against the council. This was for work from June 2019 to November 2023.

Although this office can consider reducing fees if we think the failings in the service provided were particularly poor throughout, I cannot see that any cost implications

would have arisen from the service failings in complaint points 1-6, 8 and 9. Complaint point 7 I have dealt with below, but, again, I do not consider that there are increased costs or “unnecessary work” that need remediated in relation to this other complaint points and I do not necessarily consider that the value of that work the firm did carry out was reduced by its service failings. It appears to me that the main impact of the service failings was emotional – again, except for point 7, which I address below.

I understand that the service failing that caused Mrs [REDACTED] direct financial loss was in relation to complaint point 7, as this resulted in a relief from sanctions hearing being scheduled for April 2024. Mrs [REDACTED] was granted relief and her claim against the Court allowed to continue; however, she had to pay the other side’s legal costs, as well as her own. Had the firm had served a defence on Mrs [REDACTED] behalf, she would have avoided all of these costs.

I have seen proof that the other side’s legal costs came to £11,880 (paragraph 9 of the order of [REDACTED] April 2024, at page 126 of the evidence bundle) and that Mrs [REDACTED] costs came to £21,007 plus VAT (£25,153.40), as illustrated in the below table:

Bill No	Date	Amount (£)	VAT (£)	Total (£)
[REDACTED]	28 Dec 2023	4500	900	5400
[REDACTED]	31 Jan 2024	1548	254.60	1802.60
[REDACTED]	27 Feb 2024	750	150	900
[REDACTED]	28 Mar 2024	6043	1208.60	7251.60
[REDACTED]	30 Apr 2024	3957	791.40	4748.40
[REDACTED]	20 Jan 2025	4209	841.80	5050.80
TOTAL		21007	4146.40	25153.40

Mrs [REDACTED] said that invoices [REDACTED] are for work that was carried out by her new solicitors in relation to the relief from sanctions application, and that in total they amount to £15,354.20. Mrs [REDACTED] added that in April

2024, the firm reimbursed her £12,354.20, which covers payment in full of [REDACTED], [REDACTED] but leaves a shortfall of £3,000 (which she allocated to [REDACTED]).

This means that £3,000 is still outstanding for invoice [REDACTED], £4748.40 outstanding for invoice [REDACTED] and £5,050.80 for invoice [REDACTED]. This totals £12,799.20. When paired with the other side's costs of £11,880, this is a total of £24,679.20

I have seen evidence that Mrs [REDACTED] paid each of the costs in the above table. The statements of 24 April 2024, at page 129 of the evidence bundle, and 2 August 2024, at page 133, cover the amounts in invoices [REDACTED], respectively. The statement of 13 May, at page 132 of the bundle, shows that Mrs [REDACTED] paid the other side's costs of £11,880.

The new solicitors' email of 30 June (page 135 of the bundle) confirms that Mrs [REDACTED] paid the costs associated with invoice [REDACTED], and their email of 3 July (pages 136-137) confirms that she paid the costs associated with invoices [REDACTED] and [REDACTED]. I am therefore satisfied that that Mrs [REDACTED] incurred financial loss to the total value of £37,033.40.

To put things right, Mrs [REDACTED] would be compensated £37,033.40. That said, I endorse the fact that the firm has already paid £12,354.20 towards this amount and will not be asking that it is paid again. As such, I am recommending that the firm pays Mrs [REDACTED] £24,679.20 to compensate for the financial loss that she suffered as a result of the firm's service failings.

I now must take into account the emotional impact that the firm's service failings had upon Mrs [REDACTED]

Mrs [REDACTED] informed me that between 31 October 2023 and April 2024 she endured five months of mental anguish not knowing whether or not her claim was going to be struck out. She added that the legal advice she received during this time was that it was very possible that she would not be granted relief from sanctions and that her claim, through no fault of her own, would be struck out. This caused great distress, severely heightened anxiety and sleepless nights, as Mrs [REDACTED] said she did not know whether six years of litigation and the amount of money she had put into legal fees was all going to be for nothing.

Having heard the above, I consider that the firm's service failing caused Mrs [REDACTED] significant distress, and also put her to significant inconvenience, as it resulted in work for an additional hearing that would not have been needed.

I am therefore recommending that the firm pays her a total amount of £750 on top of the £24,679.20 recommended above.

I am not recommending more than £750, however, because I consider that a refund of the costs Mrs [REDACTED] had to pay as a result of the relief from sanctions application will hopefully alleviate any emotional impact that was experienced as a result of the same. Furthermore, I understand that the relief from sanctions application was successful, which means that the firm's actions will not have a permanent impact on Mrs [REDACTED]

Case Decision

After investigating the above complaints, I consider that the firm's service was unreasonable in relation to all 9 complaint points. In light of this, I recommend that the firm pays Mrs [REDACTED] a total of £25,429.20 to resolve the complaint, comprised of compensation for financial loss of £24,679.20 and compensation for emotional impact of £750.

Both parties are asked to respond to my case decision by 25 July 2025 indicating whether they are willing to accept my proposed agreed outcome. If both parties accept the case decision, then the complaint will have been concluded on that basis and the case will be closed. Similarly, if by the above date I have either not received a response, or there has been no disagreement with the proposals in my case decision, the case will be treated as concluded, the case will be closed and no further action will be taken by the Legal Ombudsman.