
Final Decision

Date: 18 June 2025

As set out in my Provisional Decision dated 30 May 2025 Mr A instructed Lake Jackson (“the firm”) on 20 December 2020 in a litigation matter relating to a dispute with a construction company. The dispute was settled by way of an agreement, the terms for which were set out in a Tomlin Order dated XX February 2023.

Mr A was unhappy with the firm’s service and complained:

1. The firm have failed to provide Mr A with an estimate of their charges and have failed to issue any invoices despite retaining money received from the other side.
2. The firm have failed to provide reasonable updates about Mr A’s claim.
3. The firm have unreasonably delayed in progressing Mr A’s claim.

My colleague investigated Mr A’s complaints and in her Case Decision dated 10 April 2025 found the firm’s service in respect of complaint numbers 1 and 2 unreasonable. My colleague found the firm’s service in respect of complaint number 3 reasonable.

To remedy the service failings My colleague recommended the firm pay compensation to Mr A in the sum of £500. She also recommended the firm limit their fees to £1,700, which the firm retained from the settlement monies paid to Mr A.

In emails dated 30 April and 1 and 7 May the firm said whilst they did not agree with the findings in the Case Decision, they were minded to accept the proposal put forward. Further, the firm said they would send a full response to the Case Decision, which was not received.

In an email dated 6 May 2025, Mr A rejected the Case Decision and provided comments with his reasons for this.

Having reviewed the Case Decision, the evidence received from both parties and both parties’ comments, I came to a significantly different conclusion to my colleague in her Case Decision in respect of the remedy recommended to resolve the firm’s poor service.

Mr A accepted the findings in my Decision by email dated 12 June 2025 and provided a comment. The firm have not responded to my Decision. It is understood the firm is now closed.

In all the circumstances, I intend to endorse my Provisional Decision as my Final Decision and I have attached that document.

1. Mr A has commented the key thing for him is getting his files from the firm.
2. As a result of my provisional award, there are no more costs owed by Mr A to the firm. I therefore provisionally concluded the firm should release Mr A's file to him.

In conclusion, my findings in my Provisional Decision have not changed.

Therefore, my final decision is that there has been unreasonable service that requires a remedy and I direct that the firm:

- Limit their fees to £1,700 inclusive of VAT, which they have already deducted from Mr A's settlement monies.
- Pay compensation in the sum of £500 to Mr A.
- Provide Mr A with his file of papers relating to this case.

Provisional Decision

Date: 30 May 2025

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.

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.

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 challenge to the facts or evidence on which the Case Decision relies.

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.

In response to my colleague's Case Decision dated 10 April 2025 the firm have in emails dated 30 April, 1 and 7 May 2025 said whilst they do not agree with all the findings, they are minded to accept the proposal put forward. The firm also said they intended to send a full response to the Case Decision, which they have not done. In the circumstances, as the firm have not explicitly agreed to the findings in the Case Decision with the proposed remedy, a Final Decision is required in this matter.

Introduction

Mr A instructed Lake Jackson ("the firm") on 20 December 2020 in a litigation matter relating to a dispute with a construction company. The dispute was settled by way of an agreement, the terms of which were set out in a Tomlin Order dated XX February 2023.

Mr A was unhappy with the firm's service and complained:

1. The firm have failed to provide Mr A with an estimate of their charges and have failed to issue any invoices despite retaining money received from the other side.
2. The firm have failed to provide reasonable updates about Mr A's claim.
3. The firm have unreasonably delayed in progressing Mr A's claim.

My colleague investigated Mr A's complaints and in her Case Decision dated 10 April 2025 found the firm's service in respect of complaint numbers 1 and 2 unreasonable. My colleague found the firm's service in respect of complaint number 3 reasonable.

To remedy the service failings My colleague recommended the firm pay compensation to Mr A in the sum of £500. She also recommended the firm limit their fees to £1,700, which the firm have retained from the settlement monies paid to Mr A.

As I have explained in my Decision above, the firm have not explicitly accepted the findings in the Case Decision. Further, they have not provided any comments in response to the findings.

In an email from Mr A dated 6 May 2025 he said he rejects the Case Decision and has provided comments. I will refer to some of the comments made in my Decision below. However, where a comment has not been specifically referred to, it does not mean it has not been considered by me.

I have read the Case Decision with all the evidence and comments received from both parties. As I have come to a significantly different conclusion to my colleague in respect of the remedy, in the interests of fairness, I have decided to send a Provisional Decision to allow both parties to provide comments to my conclusions.

Conclusions

1. The firm have failed to provide Mr A with an estimate of their charges and have failed to issue any invoices despite retaining money received from the other side.

- 1.1. The evidence provided by the parties dated between 11 January 2021 and 12 November 2021 demonstrate the firm unreasonably failed to inform Mr A of their charges for undertaking the work until 12 November 2021. This was almost a year into the retainer and details of their hourly rates only were provided.

- 1.2. The firm did not provide any other information regarding their fees until the cost budget required by the court was also sent to Mr A on XX May 2022. This was more than two years since the start of the retainer and was again unreasonable.
- 1.3. A Tomlin order dated XX February 2023 records a settlement agreement reached between the parties. This included an agreement the other side would pay to Mr A £41,700 and a contribution towards his legal costs of £15,000.
- 1.4. In a letter to Mr A dated 27 February 2023, the firm said they agreed to waive all but £1,700 of their costs. Referring to the cost budget submitted to the court, the firm also said they would discount their costs further to £20,000 plus VAT.
- 1.5. Despite the firm retaining £16,700 in total from the settlement paid by the other side, I have seen no evidence the firm provided invoices to Mr A for these amounts.
- 1.6. Furthermore, whilst the firm said they would discount their further costs to £20,000 plus VAT, I have again seen no evidence the firm raised invoices for this amount. It is noted the firm say they wanted to wait for the Decision of this office before raising the invoices for VAT reasons.
- 1.7. In all the circumstances and for the reasons detailed in my Decision above, I find the firm service in respect of this complaint issue was unreasonable.

2. The firm have failed to provide reasonable updates about Mr A's claim.

- 2.1. There is limited evidence in respect of this complaint. However, based on the emails I have seen dated between 18 December 2020 and 16 June 2023 I find it reasonable to conclude there were occasions where the firm failed to provide reasonable updates about Mr A's claim.
- 2.2. In an email dated 18 December 2020 Mr A said he had been trying to contact the firm for the last month and said:

"...I need to talk to you about the application in opposition not responding to me does not get things done in a timely manner..."
"...I need confirmation of the costs that we discussed with regard to enforcement..."

2.3. The firm responded in an email dated 21 December 2020 to explain, due to personal reasons, they had to take a step back from work and said:

“...whilst most of my clients were advised of the situation, it appears sadly you were not. For that I sincerely apologise”.

2.4. It was unreasonable the firm did not email Mr A to make him aware of the situation. However, I consider the firm’s reasons for not providing any updates during this time were outside their control.

2.5. An email from Mr A to the firm dated 11 January 2021 demonstrates he had not been updated by the firm following their email of 21 December 2020 and he had to chase the firm for this. I find it unreasonable that by this date, the firm had still not provided the update Mr A was seeking.

2.6. The firm responded on 13 January 2021 and said they would come back to Mr A the following day at the latest with a full update, revision of the timetable for completion of the matter and costs.

2.7. The firm also said they provided a basic outline of these matters at the outset of Mr A contacting them, which I have seen no evidence of. I have further seen no evidence the firm provided the information they set out in this email to Mr A, which was unreasonable.

2.8. On 16 March 2021 Mr A emailed the firm, referring to an email he sent dated 6 March 2021, which I have not seen. He said the firm had not responded to his request for further information. Mr A said this was in spite of a text he had received from the firm and said:

“...no phone call was received. I tried repeatedly for 2 hours on both your mobile numbers, which as usual were switched off”.

2.9. Mr A went on to say in this email there was a hearing the following month and said:

“...it has been over 2 years...”

“...and I am no further forward”.

2.10. He also said due to the firm’s total lack of communication he was incurring costs and stress. I have seen no evidence the firm responded to this email to update Mr A on where they were with his case, which I again find unreasonable.

- 2.11. Correspondence from the firm dated 9 and 17 November 2021 demonstrates a meeting had taken place between the firm and Mr A on 12 November 2021. In the email dated 17 November the firm confirmed the matters agreed and updated Mr A on the position. This included saying they would “*conclude the exercise*” the following Sunday and send their thoughts and draft pleadings to him.
- 2.12. In an email to the firm from Mr A dated 24 November 2021, he set out why he was unhappy, believing the firm had done nothing regarding the particulars and revised claim. Mr A expressed similar dissatisfaction in an email dated 1 February 2022.
- 2.13. The firm responded on 1 February 2022 and said they had filed the amended particulars approved by Mr A, which had been acknowledged by the court. The firm also said they would speak to the other side and come back to Mr A later that day or no later than 5 pm.
- 2.14. Mr A responded the same day and provided a short chronology of the matters the firm said they would do, but he said didn't happen on 23, 25 and 27 January 2022.
- 2.15. Mr A again emailed the firm on 14 March 2022 and said he needed to know what was happening and what the firm needed him to do. I have seen no evidence the firm responded to this email with an update, which I find was unreasonable.
- 2.16. In a detailed letter to Mr A dated 29 May 2022 and an email dated 10 June 2022 reasonable updates were provided to Mr A regarding his case.
- 2.17. I have seen no evidence of further updates to Mr A between June 2022 and February 2023. However, based on the importance of the matter to Mr A, I find it more likely than not updates were provided during this period.
- 2.18. Following settlement of Mr A's case on XX February 2023 an email from the firm dated 16 March 2023 demonstrates the firm were considering whether the terms of the settlement in the Tomlin order could be set aside. The firm said they would be considering the file the following week and an update would be provided once they had done this.
- 2.19. Emails from Mr A to the firm dated 28 March, 5 and 17 April 2023 demonstrate he was again asking the firm to update him. It was reasonable for Mr A to expect he would by these dates have heard from the firm with their opinion.

2.20. I therefore find it unreasonable the firm failed to do this or inform Mr A when he could expect to hear from them following his first email dated 28 March 2023.

2.21. A letter dated 27 April 2023 demonstrates the firm provided Mr A with an update. In this letter the firm also said:

“I just thought I would update you on matters given we are drifting again with the preparation of your case and which is down to me”.

2.22. The firm further informed Mr A the case handler would be absent for just over three weeks and said:

“...I apologise for the timing of this but assure you we will have your matters back on track later next month”.

2.23. The firm further said they would revert to Mr A immediately on the case handler’s return.

2.24. In an email dated 19 May 2023, Mr A set out details of matters on which he was waiting to hear from the firm adding he wanted to make a complaint. This was followed by an email dated 16 June 2023, where Mr A said:

“Another month goes by and you have done nothing”.

2.25. This demonstrates there were ongoing delays by the firm in updating Mr A about his case, which was unreasonable.

2.26. In all the circumstances, I conclude the firm’s service in respect of this complaint issue was unreasonable.

3. The firm have unreasonably delayed in progressing Mr A’s claim.

3.1. A court order dated XX March 2022 referred to permission being granted to Mr A to amend his claim. I have therefore considered whether based on this order there were any delays caused by the firm’s service.

3.2. At the point the firm would have been making the application to the court in 2020, the covid pandemic was at its worst. This resulted in significant delays by the court listing cases for hearing both during and for some time after the pandemic eased.

- 3.3. In the circumstances, I am unable to say with any degree of certainty if this order, made approximately two years and three months after Mr A instructed the firm, was due to a delay by the firm.
- 3.4. By a court order dated XX November 2022, Mr A's case was listed for trial on XX February 2023. However, for the reasons I have set out in paragraphs 3.2 and 3.3 above, there were significant delays by the court in listing matters for hearing, in particular a trial where parties attendance would be necessary. There was therefore also a backlog of cases waiting to be tried.
- 3.5. In the circumstances, again I am unable to say with any degree of certainty that a trial date, three years two months after Mr A instructed the firm was due to any delays by the firm.
- 3.6. For the reasons set out above and in the absence of evidence which shows there were delays in progressing Mr A's case by the firm, I find the firm's service in respect of this complaint issue was reasonable.

Impact and remedy

Mr A has commented the proposed award by my colleague of £500, with a limit of £1,700 in respect of the firm's fees does not recognise the losses and stress caused to him.

Whilst the firm have failed to raise any invoices for any of their fees, they have said in a letter dated 27 February 2023, in addition to £1,700 inclusive of VAT already deducted from Mr A's settlement, they would be prepared to discount their further costs to £20,000 plus VAT.

The recommended award of a reduction in the firm's fees to all but £1,700 inclusive of VAT, represents approximately a 90% reduction in what the firm say their additional fees would be. In the circumstances, I find this is a fair and reasonable remedy, recognising the serious failings by the firm regarding their costs.

The award of £500 for the stress and inconvenience caused to Mr A by the firm's service failings represents a significant award, which in all the circumstances I also find fair and reasonable.

Mr A has further commented on the importance to him of the firm releasing his file and that despite requests, they have failed to do this.

Whilst my colleague did say in her Case Decision there would be no reason why the firm cannot provide Mr A with his file, it was not expressly included as part of her recommended remedy.

Based on my findings regarding the firm's costs, I therefore provisionally find the firm should also release their file to Mr A.

Therefore, my Provisional Decision is that I find there has been poor service that does require a remedy and I intend to direct that the firm:

- Limit their fees to £1,700 inclusive of VAT, which they have already deducted from Mr A's settlement monies.
- Pay compensation in the sum of £500 to Mr A.
- Provide Mr A with his file of papers relating to this case.