

# **Jonathan Rosser**

## **Solicitor**

### **036793**

[Agreement Date: 28 February 2024](#)

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 28 February 2024

Published date: 1 March 2024

## **Firm details**

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

Name: DAS Law Limited

Address(es): Trinity Quay 2 Avon Street Bristol BS2 0PT England

Firm ID: 423113

## **Outcome details**

This outcome was reached by agreement.

### **Decision details**

#### **1. Agreed outcome**

1.1 Mr Jonathan Rosser, a solicitor of DAS Law Limited (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 £300.

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

2.1 Mr Rosser is a senior associate solicitor at the Firm.

2.2 Mr Rosser was instructed by a claimant to act in a personal injury claim. The claim was listed for trial in late August 2022 but subsequently adjourned until mid-December 2022.

2.3 Mr Rosser did not comply with court directions for the filing of service of the list of documents, and disclosure of medical evidence.

2.4 The defendant's solicitor asked Mr Rosser to send them the trial bundle on six occasions, without any response from Mr Rosser.

2.5 The defendant's solicitor made an application to strike out the claim, because of the claimant's failure to comply with the court directions.

2.6 Mr Rosser did not respond to the defendant's application, attend the trial, or instruct counsel to represent the claimant at trial. He contacted the court on the trial date and was informed that the claimant's claim had been struck out.

2.7 Mr Rosser told his firm what had happened shortly afterwards and admitted not telling his client about the new trial date, and that he had not instructed counsel for the trial.

### **3. Admissions**

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

- a. he failed to comply with court orders which placed obligations on him, in breach of paragraph 2.5 of the Code of Conduct for solicitors, RELs and RFLs ('the Code of Conduct').
- b. he did not make his client aware of all the information material to the matter of which he had knowledge, in breach of paragraph 6.4 of the Code of Conduct.
- c. he failed to act in a way that upholds the public trust and confidence in the solicitors' profession and in legal services provided by authorised persons, in breach of Principle 2 of the SRA Principles.
- d. he failed to act in the best interests of his client, in breach of Principle 7 of the SRA 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 Rosser and the following mitigation which he has put forward:

- a. he has co-operated fully with the SRA investigation.
- b. he has shown insight and remorse for his actions and accepted responsibility for not complying with the court directions, carrying out the trial preparation work or updating the client on the trial date or the application to strike out the claim.



- c. his conduct was isolated to that client matter alone and he has not acted in that way before or since.

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

- a. Mr Rosser was directly responsible for his conduct – he was aware of the court directions and the trial date.
- b. there was a significant impact on the client as the claim was struck out.
- c. the behaviour was reckless as Mr Rosser failed to prepare for the trial as he thought there would be a further adjournment.

## **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 Rosser agrees to the publication of this agreement.

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

6.1 Mr Rosser 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 Rosser 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 Rosser agrees to pay the costs of the SRA's investigation in the sum of £300. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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