Exhibit ref.

1st Statement of the Defendant Miss Irene Sara Spalletti

Case ref: M00ED350

IN THE COUNTY COURT AT EDMONTON

IN THE TRUSTS OF LAND AND
APPOINTMENT OF TRUSTEES ACT 1996

BETWEEN:

Mr Alexander Michael Luke Wolf Walker

Claimant

- and -

Defendant

Miss Irene Sara Spalletti

Attempts to agree sale

Exhibited in response to para. 50 of the Claimant's 1st Statement

Notably, Irene's solicitors have never in any event been instructed in relation to the Family Law Act proceedings. On 21 January 2025, I received Irene's two new applications in the Family Law Act proceedings (as described above) which make it abundantly clear that Irene will continue to frustrate and delay a sale. My solicitors therefore wrote again on 23 January 2025 making it clear that I have no confidence that Irene will engage constructively in the sale process and would therefore be making this application.

ATTEMPTS TO AGREE SALE

Referred to in Paragraph 50

Defendant: Miss I - S Spalletti EXHIBITS to Statement nº: 1 Exhibit nº ISS-50

n° of Exhibits: xx, pp.155-xxx

IN THE COUNTY COURT AT EDMONTON

IN THE TRUSTS OF LAND AND
APPOINTMENT OF TRUSTEES ACT 1996

BETWEEN:

Mr Alexander Michael Luke Wolf Walker

Claimant

- and -

Defendant

Miss Irene Sara Spalletti

referred to in Paragraph 50 ATTEMPTS TO AGREE SALE

Notably, Irene's solicitors have never in any event been instructed in relation to the Family Law Act proceedings. On 21 January 2025, I received Irene's two new applications in the Family Law Act proceedings (as described above) which make it abundantly clear that Irene will continue to frustrate and delay a sale. My solicitors therefore wrote again on 23 January 2025 [pages 16 to 17 of AW I] making it clear that I have no confidence that Irene will engage constructively in the sale process and would therefore be making this application.

Notably, Irene's solicitors have never in any event been instructed in relation to the Family Law Act proceedings. On 21 January 2025, I received Irene's two new applications in the Family Law Act proceedings (as described above) which make it abundantly clear that Irene will continue to frustrate and delay a sale. On 30 January 2025, Irene's solicitors sent a further letter stating that they needed yet further time to respond substantively, despite them being instructed for at least three weeks at that stage. On 3 February 2025 I discovered through Irene's communication with the court that her solicitors are no longer instructed.

southgate solicitors

Ms Sarah Walker Hughes Fowler Carruthers Academy Court 94 Chancery Lane London WC2A 1DT Our Ref: LC/102369

Your Ref: BJ.SW.bs.WAL023

10 January 2025

Dear Colleagues

Spalletti & Walker - 92 Ollerton Road

We have recently been instructed by Ms Irene Spalletti in matters relating to 92 Ollerton Road, London, N11 2LA. Please ensure that all future correspondence is sent directly to Ms Lucy Cornish, Solicitor with conduct of this matter, at lc@southgate.co.uk.

We note the deadline of 13 January 2025 you have given our client to respond to your Letter Before Action dated 13 December 2024.

In light of our recent instructions, we write to inform you that we are unable to respond in full by the stipulated date and time. Rest assured we are in the process of taking instructions from our client with the view to provide a full response promptly.

Our client is keen to resolve matters outside of court and therefore we urge your client not to take any further action. We put you on notice that should your client escalate matters unreasonably, our client will be seeking costs against him.

You shall hear from us soon.

Yours faithfully

southgate solicitors

Third Floor, Crown House, 47 Chase Side, London, N14 5BP t: 0208 004 0065 e: hello@southgate.co.uk w: www.southgate.co.uk

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FAO: Mrs Sarah Walker

Hughes Fowler Carruthers

By email: s.walker@hfclaw.com

CC: Mrs Lucy Cornish

By email: lc@southgate.co.uk

15 January 2025

Your Ref: BJ.SW.bs.WAL023

Dear Mrs. Walker,

Spalletti & Walker - 92 Ollerton Road, N11 2LA

In response to your email received today:

(1) Solicitor Instructions and Communication

I have instructed Mrs. Cornish within the time frame dictated by your client; despite this, you are now demanding a response within less than three working days from instruction, which is entirely unreasonable. Mrs. Cornish requires sufficient time to review your voluminous, hostile, harassing communications and address their redundant content. Unlike you, she is taking the necessary time to thoroughly examine the case and the relevant legal matters, ensuring that she does not repeat the same unhelpful communications you have sent thus far.

(2) Family Law Act Proceedings

My solicitor has been instructed solely for property matters. You are not to contact Mrs. Cornish or send me further threats through the various means of communication you have devised in relation to family-related matters. Similarly, please refrain from contacting Mr. Pennisi further; bail conditions do direct you to communicate through my solicitor.

You have inundated me with emails—including repeated threats—regarding the hearing for the non-molestation order, despite knowing that I was not legally represented at the time. This behaviour breaches the Solicitors Regulation Authority (SRA) Code of Conduct. I suggest you review it thoroughly, as it seems you may have forgotten its Standards and Regulations, and I strongly urge you to adjust your approach to align with the established guidelines. Please be advised that I remain unrepresented in family law matters, and I caution you against further attempts to exert undue pressure or issue threats concerning the upcoming hearing.

(3) Tone and Conduct of Communication

The threatening and harassing tone of your letters, particularly the repeated references to legal costs and proceedings, is entirely inappropriate and unacceptable. Solicitors are bound by the SRA Code of Conduct, which prohibits the misuse of legal proceedings to harass or intimidate. I would remind you that this case involves domestic abuse, controlling and coercive behaviour. Your lack of tact and persistent abusive communication is especially troubling given the sensitive nature of this case. I do not respond well to scare tactics or threats; should you fail to tone down your communication and moderate its content, I will have no choice but to take further action.



Updates on Mrs Walker's behaviour and ongoing mental health repercussions

3 messages

Irene Spalletti <irene.spalletti@gmail.com>
To: Jonty.Proudfoot@met.police.uk

22 January 2025 at 14:32

Dear detective Proudfoot,

Thank you so much for advising me to contact Advocate, they are looking into my situation.

I was only able to afford paying my solicitor for 5 hrs of work (£1,600 including the initial meeting). Please see updates on Mrs Walker communication below:

- Mrs Lucy Cornish (my property matter solicitor) has email Mrs Walker telling her she has just been instructed and will follow up
- Mrs Walker has emailed on the 15th January demanding a follow up
- I have responded to Mrs Walker on the 16th January
- Mrs Walker has called my solicitor on the 17th January
- Mrs Walker has sent a letter to my solicitor with yet again another deadline of this Friday 4pm
- Mrs Walker has called my solicitor again on the 21st January
- Mrs Walker emailed my solicitor about family law matters (NMO and occupation order) and she has pointed this out to me:

"Further to my letter of yesterday's date, here is a link to all of the correspondence that I previously sent to Ms Spalletti (via Mr Pennisi), together with the documents arising from her application for a non-molestation and occupation order: https://"

This has probably burned by budget and her insistence is coming out of my funds leaving none to actually resolve the matter.

I am starting to be terrified that if he doesn't get prosecuted they will sue me. I am also terrified of what will happen to me if bail conditions are to come to an end... I know you have done so much to help me this far, please help me get this case approved by the CPS, I really am scared.

Jon, I have contacted my broker and amended my life insurance policy... if anything were to happen to me, if I ever give up because I can't cope with their harassing legal and financial threats any longer, please promise me you will look into holding both Mr. Walker and his solicitor responsible. Their actions and communications are the sole reason my mental health gets affected. If Advocate won't take me on and prosecution won't go ahead... I just don't know how I can cope...

Just by curiosity, will CPS receive a copy of my 1st statement and exhibits? I am attaching all the communication received from Mrs Walker since the 5.11.2024 (47 pages).

Thanks detective, Iren



Spalletti:0000036309_Email_chain_from_other_party_solicitor.pdf 11962K

Irene Spalletti <irene.spalletti@gmail.com>
To: Jonty.Proudfoot@met.police.uk

24 January 2025 at 16:10

Hi detective Proudfoot,

Sorry for following up. I am in the process of making a complaint to the SRA, I have just called them.

Please, how do I get a restraining order for harassment from Mrs. Walker? The SRA agreed and told me to contact the police, but I am under the impression the police are quite reluctant when it comes to dealing with solicitors.

Over the last eight weeks, I've received nearly 40 pages of communication from her. I am a vulnerable person, a victim of her client's abuse, and have zero funds to respond to her absurdities.



Academy Court, 94 Chancery Lane, London WC2A IDT T+44 (0)20 7421 8383 F+44 (0)20 7421 8384 E mail@hfclaw.com DX 251 London/Chancery Lane

Our ref: BJ.SW.bs.WAL023

FAO: Ms Lucy Cornish Third Floor, Crown House 47 Chase Side London. N14 5PB

By email: lc@southgate.co.uk

23 January 2025

Dear Lucy

Irene Spalletti and Alexander Walker - 92 Ollerton Road

I write in response to your email dated 21 January 2025.

My client is dismayed by how long it is taking for your client to respond to his straightforward proposals in relation to our clients' jointly owned property, 92 Ollerton Road. I first wrote about this issue on 5 November 2024 and my client has been attempting to engage constructively with your client about this since last summer. There can be no possible justification for the ongoing delay. My client has not been able to live in his own property since September 2024.

His current living situation is unsustainable and there must be a route to him being able to extract his share of the equity from the property so that he can appropriately house himself.

In addition to this, for the months of November 2024 and January 2025 your client has only paid 50% of her half share of the mortgage (i.e. 25% of the monthly payment due), leaving my client to pay the rest. This is completely unacceptable and if your client does not reimburse him forthwith, my client will be seeking that the overpayments he has been forced to make on your client's behalf are deducted from your client's share of the proceeds of sale of the property.

Your client has had more than six weeks to respond to my client's letter before action dated 13 December 2024 and she has since made a further application within the Family Law Act proceedings to vary an order that was *made by consent* on 26 November 2024. In light of this, my client has no confidence at all that your client will engage constructively in the sale process, and I therefore have instructions to make an application under the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale forthwith.

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southgate solicitors

Ms Sarah Walker Hughes Fowler Carruthers Academy Court 94 Chancery Lane London WC2A 1DT Our Ref: LC/102369

Your Ref: BJ.SW.bs.WAL023

27 January 2025

Dear Sarah

Spalletti & Walker - 92 Ollerton Road

I write further to your letter dated 23 January 2025 to which I have only just had sight of given that it was emailed to me outside office hours on Thursday evening and, as you are aware, I was out of office Friday.

My client is extremely disappointed to read that your client now wishes to proceed via court and especially given that we have written to you on two separate occasions advising that efforts are ongoing to ensure that a full response is provided as soon as practicably possible.

I understand and can appreciate that the matter has been ongoing formally via solicitors since November 2024 however, for the most part of November, parties were preoccupied with Family Law Act proceedings. Thereafter, and following receipt of your Letter Before Action dated 13 December 2024, my client actively sought representation but due to the Christmas period fast approaching this proved difficult.

As you are aware, I was instructed by Ms Spalletti just over two weeks ago and there is a considerably large volume of papers to consider before a comprehensive response can be given. You will appreciate that I require reasonable time to respond on behalf of my client and do not consider your proposed deadline of 24 January a reasonable nor helpful timeframe. Not to mention, the continual chasing and threats are not assisting matters and are in fact impeding a more prompt response from us. Further, my client does not appreciate the persistent communications since this is contributing materially to her increasing legal costs which will be brought to the court's attention if an application is made.

Third Floor, Crown House, 47 Chase Side, London, N14 5BP t: 0208 004 0065 e: hello@southgate.co.uk w: www.southgate.co.uk

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As previously stated, my client is keen to resolve matters outside of court. My client simply does not wish to provide a meaningless and unhelpful response to your client's proposals and therefore requires reasonable time to ensure her response is thorough and addresses all issues raised.

We will aim to provide you with a response as soon as possible and by end of next week. We urge your client not to escalate matters in the meantime and again, put him on notice that should he proceed to make an application to court, my client will be seeking costs against him.

Yours sincerely

Lucy Cornish southgate solicitors



Your Property Matter - payment required

1 message

Lucy Cornish <lc@southgate.co.uk>
To: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com>

27 January 2025 at 17:32

Hi Irene,

I write further to my email this evening and to update you with regards to costs incurred.

Please note we currently have payment on account of £1,185 and unbilled work to date is calculated at £1,088.70 (VAT inclusive).

This leaves just £96.30 remaining unutilised funds on account.

Unfortunately, funds have been utilised far more quickly than we both had anticipated and this is largely due to the other side's solicitor's continual chasing – hopefully, once in receipt of our next letter they will cease to chase or at least reduce their chasing.

In light of the above, I would be grateful if you could kindly make further payment on account of £1,185 so that I may continue working on your file.

I have attached our client account details for payment by bank transfer, or alternatively you can pay by debit or credit card on our website here: https://www.southgate.co.uk/payment or by phone.

Please do confirm once payment has been made so that I may confirm safe receipt with our accounts department.

I look forward to hearing from you regarding the above – any questions, please do let me know.

To confirm, you will not be charged for this email.

Regards

Lucy Cornish I Family Law Solicitor

southgate solicitors

Third Floor, Crown House,

47 Chase Side, London, N14 5BP

t: 0208 004 0065

w: www.southgate.co.uk



URGENT - Please call me - Mrs Walker breach of bail conditions

1 message

Irene Spalletti <irene.spalletti@gmail.com> To: Jonty.Proudfoot@met.police.uk

28 January 2025 at 12:09

Dear detective,

Sorry now I am the one harassing you, really sorry. Please could you call me?

Mrs Walker is sending paperworks through my solicitor regarding family matters. I had requested to amend the bail conditions so this would be avoided, I was clear I didn't have the money for her to send any communication related to the family law matters. She has burned all my money and there's no money left for her to respond to the letter before action and they went ahead with the force sale of the property application.

"Please note we currently have payment on account of £1,185 and unbilled work to date is calculated at £1,088.70 (VAT inclusive).

This leaves just £96.30 remaining unutilised funds on account.

Unfortunately, funds have been utilised far more quickly than we both had anticipated and this is largely due to the other side's solicitor's continual chasing - hopefully, once in receipt of our next letter they will cease to chase or at least reduce their chasing."

My solicitor is asking to see the bail conditions:
"I have drafted a response (attached) and would be grateful if you could kindly confirm whether you would like me to make any amendments before I email the letter across to the other side and confirm that I have forwarded you their attachments relating to the Family Law Act proceedings. Do you have a copy of the current bail conditions? If yes, I would be grateful for a copy."

Thanks, Irene



RE: Your Property Matter - draft holding letter - require your urgent instructions on how to proceed

1 message

Lucy Cornish < lc@southgate.co.uk>

28 January 2025 at 16:33

To: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com>

Cc: Louisa Yiannourides <ly@southgate.co.uk>

Good afternoon Irene.

Louisa kindly forwarded me your email below and I thought it would be best for me to respond directly.

Firstly, thank you for reverting so promptly to let us know that you are unable to make any further payment on account at this time.

As per my email yesterday, I have begun drafting your counterproposal however, I have some questions/require some clarification on a few points before I continue. For now, I will hold off until we have sufficient funds on account for me to continue working on your counterproposal.

Though, I would strongly suggest that we get the draft holding letter (attached for ease of reference) to the other side as soon as possible because it might be the difference between the other side making an application to court or not and the costs associated with this at this time are negligible compared to if the other side were to issue court proceedings.

If we are to proceed as above, I would suggest that we remove 'and by end of next week'. This timeframe may still be possible but is dependent on when further payment is made. I would also be grateful if you could kindly confirm whether you would like me to mention the other side's communication style and continual chasing and how this is badly affecting your mental health.

I would be grateful for your instructions on how you would like to proceed.

Hopefully, this letter will reduce the other side's chasing which in turn will prevent costs escalating as much.

Costs

A gentle reminder that average costs for negotiations outside of court are between £5,000 - £15,000 (VAT inclusive).

If it helps at all, we do accept credit card payments through our website here: https://www.southgate.co.uk/payment or by phone.



Final arrangements

1 message

Irene Spalletti <irene.spalletti@gmail.com>
To: Lucy Cornish <lc@southgate.co.uk>
Cc: Jonty.Proudfoot@met.police.uk

29 January 2025 at 17:22

Dear Lucy,

The detective in charge, Mr. Jonty Proudfoot, would like to speak with you. I have cc'd him in this email.

The letter you drafted is fine—please go ahead and send it.

Lucy, I will never have the resources to negotiate with this coercive parasite. She has drained £2,000 in just 18 days, not to reach a resolution, but to break me financially. I am not allowed to request a different solicitor, and we haven't even started negotiations, yet she has already consumed my entire budget. This pattern will only continue. I can't believe this is legal.

I have now put myself into further debt—£2,000 in legal fees—which has left me worse off than before, especially as they are proceeding with the TOLATA application regardless. I refuse to keep topping up my account just for her to drain it further. Let them take me to court—I will represent myself.

Final Arrangements

Since my legal budget, which was meant to cover just a response to their letter before action, has been entirely exhausted by the other party, please can you only charge me for the necessary hours to finalise this letter so that my £2,000 is not completely wasted.

You can inform them that they are free to put the house on the market today, without any renovations. I only want my money back—nothing more. £220,000 (TBC) must be returned in full. Unlike them, who are demanding that a victim of domestic abuse compensate her abuser with an extra £15,000, I will not entertain such an outrageous request.

Protecting My Parents' Contributions

Can you help ensure my parents' financial contribution towards the property purchase is safeguarded? I want to legally protect this money in the event of:

- My death
- · Losing the TOLATA case
- The sale of the property

Is there a way to ensure that ~£220,000 (TBC)—the gifted deposit—can be returned directly to my parents (my lenders) and not used to cover my ex's legal fees? Can this money be transferred into their name, to their European bank account, to prevent any claims from my ex?

There is absolutely no way that my parents' lifetime of hard work and sacrifice will end up in the hands of my abuser.

How much money do I need to protect their money and prepare my will?

Thanks,



Academy Court, 94 Chancery Lane, London WC2A IDT T +44 (0)20 7421 8383 F +44 (0)20 7421 8384 E mail@hfclaw.com DX 251 London/Chancery Lane

Our ref: BJ.SW.bs.WAL023

FAO: Ms Lucy Cornish Third Floor, Crown House 47 Chase Side London, N14 5PB

By email: lc@southgate.co.uk

31 January 2025

Dear Lucy

Irene Spalletti and Alexander Walker - 92 Ollerton Road

I write in response to your letter dated 30 January 2025. Again, I note the delay in your reply to our letter dated 23 January 2025 (which is not adequately explained by one day of leave on 24 January 2025).

For the avoidance of any doubt, my client does not wish to proceed via court but appears to have little other option given your client's continued prevarication, lack of proper engagement (in these proceedings at least) and general unwillingness to agree the inevitable.

Notwithstanding first writing on this issue on 5 November 2024 and chasing (without any proper response), my client's letter before action was sent on 13 December 2024. Your client was given until 13 January 2025 to substantively reply i.e. four weeks. You will of course be aware that Paragraph 6(b) of the Practice Direction - Pre-Action Conduct and Protocols states that the prospective Defendant should respond within a reasonable time, namely 14 days in a straightforward case. Our letter thus gave double that time.

The fact that your client only chose to instruct you less than three working days before that deadline (as made abundantly clear in her own letter direct to us on 15 January 2025) is entirely a matter for your client.

In any event, in response to your holding letter dated 10 January 2025 (in which you stated you would provide a full response promptly), you were given until 24 January 2025 to respond i.e. a further 14 days. There is no doubt that this is a straight forward case. It is a simple matter of whether or not your client agrees to an order of sale, the mechanics thereof and some basic equitable

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Bryan Jones • Kate Brett

accounting. As you say, you are not instructed in the Family Law Act proceedings. They are by and large irrelevant to this issue. The relevant papers are thus minimal.

The pre-occupation with the Family Law Act proceedings, as you put it, is exactly that on behalf of your client. By your client's latest applications (which she has clearly made in response to my client's letter before action), she has made it clear that she is under the misapprehension that an Occupation Order provides a method of: delaying the inevitable order for sale; avoiding her clear financial responsibilities; and, curtailing my client's genuine attempts to resolve this issue via correspondence. I cannot see it as coincidental that your aim is to provide a response by the end of next week i.e. after the 5 February 2025 Family Law Act hearing.

Finally, in those circumstances, the suggestion that my client will in any way have to bear your client's costs is extraordinarily unrealistic given the provisions of both CPR 44 and the Practice Direction - Pre-Action Conduct and Protocols.

Yours sincerely

SARAH WALKER



Your Property Matter - update, limited retainer option, FLA proceedings & support for you

1 message

Lucy Cornish <lc@southgate.co.uk>
To: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com>

31 January 2025 at 12:29

Hi Irene,

I write further to our telephone conversation yesterday afternoon.

By way of an update, I emailed the approved holding letter to the other side shortly after our call yesterday and have liaised with our accounts department who have now sent you an itemised bill and invoice relating to all hourly-rate work undertaken thus far, as requested.

Going forwards - limited retainer

As discussed, you would like me to continue working on your counterproposal/letter in response to the other side's letter before action, however, you do not want to keep making payments on account only for the funds to be depleted by the other side's continual chasing and threats.

As I suggested yesterday, this will be possible if I let the other side know that southgate solicitors is no longer instructed to act for you and instead, you can instruct us on a limited retainer to continue working on your counterproposal. This means that you will remain responsible for dealing with all correspondence, negotiations and procedural issues between you and others. Therefore, once your counterproposal is finalised, it will be your responsibility to serve this on the other side.

I estimate that it will take me approximately 3-4 hours to prepare and finalise your counterproposal and therefore, estimated costs are between £711 - £948 (VAT inclusive). I will also need to write to the other side confirming that we are no longer instructed. This work would continue to be on the basis of my hourly rate of £237 (VAT inclusive).

If you are happy to proceed on this basis, I would be grateful if you could kindly make payment on account of £1,185 (in addition to the £117 outstanding as per Bill #7951 sent to you earlier today).

I have attached our client account details for payment by bank transfer, or alternatively you can pay by debit or credit card on our website here: https://www.southgate.co.uk/payment or by phone.

Please do confirm once payment has been made so that I may confirm safe receipt with our accounts department and continue working on your counterproposal as soon as possible.

FLA proceedings



URGENT - RE: Your Property Matter - update & limited retainer option - require vour instructions

2 messages	
_ucy Cornish <lc@southgate.co.uk> Fo: "irene.spalletti@gmail.com" <irene.spalletti@gmail.com></irene.spalletti@gmail.com></lc@southgate.co.uk>	3 February 2025 at 16:55
Hi Irene,	
I hope you are keeping well.	
Further to my email below, I received the attached letter from the other side.	
Having considered the letter it appears that the other side have not yet made an application that they have not made their position nor next steps clear, I could be wrong.	to court. However, given

They are clearly suspicious about the timing of the upcoming hearing and our aim to provide a response by end of this week, which of course, is, coincidental and not intentional.

I do advise that we push back and give them reasons why our response is delayed and that it is justified. I believe these can be incorporated into your counterproposal to avoid incurring any further unnecessary costs but that your counterproposal be served on the other side as soon as possible and by no later than close of business Friday to deescalate matters.

Their position that 'this is a straight forward case' and their reference to the 'Practice Direction – Pre-Action Conduct and Protocols' are also subjective. It can be argued that this case is not as straight forward as they are making it out to be given that you have had to do the leg work (e.g. obtaining valuations etc.) because his documentary evidence cannot reasonably be relied on and not to mention their continual chasing and threats which have materially contributed to your increasing legal costs and inability to respond due to a lack of funds. I strongly advise that this too is addressed in your counterproposal as soon as possible.

In any event, we/you need to reasonably respond to all correspondence as we/you want to show that we/you are actively engaging if the matter does proceed to court but hopefully, this will not be the case, and we/you can proceed to effectively negotiate with the other side. As you are aware, we have of course provided them with updates at regular intervals, so they have always been informed regarding our intention to provide a swift response within a reasonable timely manner.

I have put some time aside on Thursday and Friday to give us the best possibility of responding to the other side by close of business Friday. I would be grateful if you could kindly confirm whether you would like to proceed as per my email below (please see 'limited retainer' section) as soon as you can and by tomorrow afternoon, if possible.

I look forward to hearing from you – any questions, please do not hesitate to ask.



Payment made + new instructions

1 message

Irene Spalletti <irene.spalletti@gmail.com>
To: Lucy Cornish <lc@southgate.co.uk>

10 February 2025 at 21:51

Hi Lucy,

Please forgive me for this email, I am totally drained, I am crying and travelling home tomorrow as I cannot take this any longer. I am in a terrible mood so don't take it personally, and can barely keep my eyes open so I hope anything below will make sense as I need to respond to you before I travel.

I have made the payment but I am frankly shocked it's costing me £3,500 to send just one letter as so far nothing else has been done.

I picked up the phone this morning but just one second too late, I tried to call back but nobody answered.

I am not eligible for Legal Aid as my application for Advocate for barrister representation at court hearings has been approved and they have extremely strict requirements as well as demanding multiple evidence of no Legal Aid eligibility so please add this in my defence case.

But I definitely would love to accept Louisa's help though in regards to Legal Aid.

Bail conditions have been amended anyway prohibiting them to contact me directly or indirectly, so that will prevent unnecessary legal costs anyway. I therefore leave the decision to you if you think it's best telling you are no longer instructed or not.

NEW INSTRUCTIONS

They have sent the TOLATA application but probably haven't forwarded it to you as the bail conditions have been amended.

- It is imperative this letter lists the legislation that protect me because of my financial situation
- It is the second time the judge confirmed that Alex still has to pay for bills but she refused to put it in writing (I have requested the court transcripts of both hearings), if they please can stop wasting everybody's time by claiming I am not paying the full mortgage this would be great. They have also made a big point of this in the TOLATA application, so please make sure this gets addressed in the letter as they are making me look like a thief despite the fact that I am just following the judge's orders.
- I also want to sell the property ASAP now as I want to move back home.

 Please propose this as an option: to sell the house as soon as possible I propose Alex pays for the renovation works and I will reimburse my half upon sale of the property as at this rate I will not have the fundings to do so for quite some time.
- I will decide on the builders as Alex keeps on imposing his builder despite the discussion we had with the judge on the first hearing (please see letter of response I wrote to Ms Walker on the 15.01
- Upon sell of the property I need to reimburse £1,600 to Alex as per judge's decision but nothing related to what they claim I haven't contributed to the mortgage as the first two months Alex owed me 2 months rent and bills for my flat as all the mortgage payments since his arrest are following the judge's order and his half of the bills is been taken out. END OF.
- Make sure you make a strong point that NO SALE OF FURNITURE/chatters or whatever she called them will
 be shared with Alex as IT ALL BELONGS TO ME. There are hundreds of pages proving that in my statement
 comments like: "I will not contribute to anything that you can sell when we sell the house" as well as multiple
 audio recordings. EVERYTHING IS MINE.
- Please propose whatever alternative mediation is available as again, I am not eligible for Legal Aid and cannot
 afford solicitors.



RE: Your Property Matter - letting other side know no longer instructed / legal aid 3 messages

Lucy Cornish <lc@southgate.co.uk>
To: Irene Spalletti <irene.spalletti@gmail.com>

11 February 2025 at 20:54

Hi Irene.

Thank you for your email yesterday evening and for making payment – this is safely received.

I am really sorry to hear that you are continuing to struggle mentally. I hope that you arrived safely today and have a restful and restorative home stay.

Also, no need to apologise. Your email was not rude in any way, and I can only imagine how frustrating and distressing this is for you.

I understand and deeply appreciate your concerns with regards to costs and want to reassure you that I remain conscious of costs escalating and that I am doing my best to ensure that work is undertaken in the most cost-effective way.

On a separate note, I am not quite clear on what you mean regarding barrister representation and your legal aid eligibility but hope that in light of my discussion with my colleague who deals with legal aid, that you are able to continue under legal aid once your response to the other side's letter before action/counterproposal is finalised and served on them. I note you would like Louisa's help and so I have asked her to get in touch with you to discuss legal aid.

Thank you for the update regarding the bail conditions. Although, I cannot make decisions on your behalf with respect to how you instruct me. I would therefore be grateful if you could please kindly let me know whether you want me to write to the other side now to let them know we are no longer instructed or wait until after the other side have been served your response to their letter before action. Once confirmed, I will send you an email with a list of questions I have before providing you with a first draft of your letter in response for your consideration.

I note your 'NEW INSTRUCTIONS' bullet points and will probably have some questions on these which I will add to the above-mentioned list.

If you could please get back to me as soon as possible regarding how you are instructing me going forwards, I will then send the list of questions to you as soon as I can with a view to finalising the letter by next week.

I look forward to hearing from you – should you have any questions, please do not hesitate to contact me.



RE: Your Property Matter - first draft of your response to other side's letter before action / your counterproposal for your consideration

Irene Spalletti <irene.spalletti@gmail.com>
To: Lucy Cornish <lc@southgate.co.uk>

15 February 2025 at 17:29

Good morning Lucy,

I am really sorry for my last email, I was a bit harsh and unfair. I know it is not solely your fault, the other party is being extremely unreasonable. I also have to take responsibility as I did tell you not to rush; I just didn't expect these delays in timings and these consequences in relation to them. But I am glad to see from you that they behaved and acted against standard practice and that you seem to agree with me on that now:)

I wanted to say: you have always been great with me and I would like to keep having you by my side through this (if you accept).

I am also very grateful you have moved your client's appointment to make time to write my letter, and that you didn't charge me the full hours it took you to write it, so I would like to say thank you for this.

I keep on missing your calls as I'm driving a lot around here, sorry about that. I won't be able to speak on Monday but I would like to schedule a call on Tuesday anytime after 1pm if that works for you?

I am sending you a few amends now, so my unavailability of Monday doesn't delay things even further.

The letter sounds PERFECT, it's really good and reflects my instructions, so thank you for your time and effort on it, I am really happy with the work you've done on it.

When it comes to the two options, they both seem ok to me, but here is where I need to trust your expertise. If we could just run through them on our next call that would be great (I realise that is why you have been trying to contact me).

- Regarding the property, I want to ensure that the letter does not suggest that we must reach a written
 agreement before the CPS decides whether to charge him. My understanding, based on discussions with nonlegal friends and family, is that he may have been advised to freeze his assets in anticipation of potential
 charges. If he is prosecuted, I may be granted compensation, which could be deducted from the proceeds of
 his share of the property sale.
- Regarding the agreement on a solicitor, I want to ensure that no specific timing is mentioned, as I am uncertain whether my Legal Aid application will be approved. If it is unsuccessful, it may take me several weeks to find a charity that can assist me. I am also unsure if this is what is meant in Option 1, section (f).

I have marked up this PDF with my amends, I hope they are clear enough and that they help clarify some questions you might have.

PDF attached in case the above link doesn't work.

Ideally if you could call between 1pm – 3pm on Tuesday, that would be the best for me, but I am happy to adapt to your schedule.

I hope it's ok if I don't respond to confirm, to save costs, I will just be by my phone all afternoon.

Thank you so much for all your help Lucy.

Best,

[Quoted text hidden]

Ms Sarah Walker
Hughes Fowler Carruthers
Academy Court
94 Chancery Lane
London
WC2A 1DT

Your Ref: BJ.SW.bs.WAL023

19 February 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Walker

Re: 92 Ollerton Road, London, N11 2LA

I write in relation to the freehold property known as 92 Ollerton Road, London, N11 2LA registered at HM Land Registry under title number MX466101 (the "Property") and in response to your letter before action dated 13 December 2024.

Firstly, I would like to express my immense disappointment and frustration at your client's decision to make an application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 for the court to make an order for sale despite several correspondences from my former solicitors (southgate solicitors) – one, prior to your proposed deadline of 13 January 2025 – indicating that I have every intention to provide a full response to your letter before action as soon as I can, and to resolve matters outside of court. As you will be aware, as per paragraph 8 (Settlement and ADR) of the Practice Direction on Pre-Action Conduct and Protocols ("PDPAC") contained within the Civil Procedure Rules, litigation should be as a last resort. Nevertheless, your client decided to disregard my former solicitors' correspondences and proceeded to make a court application anyway, unreasonably and unnecessarily.

I acknowledge the date on which this response is made and that a faster response would have been possible had I not encountered numerous complications including, but not limited to, the considerable difficulties over the Christmas period in finding suitable legal representation. As you will be aware, it is difficult for prospective clients to seek legal advice let alone secure representation so close to the Christmas break given most law firms are at capacity in light of their closure over Christmas and New Years. Then, once I had instructed Southgate solicitors, the delays in responding were further exacerbated by your continual chasing and threats impeding on mine and my solicitors' abilities to provide a more prompt response. Not to mention the persistent

forms of communications largely contributing to the demise of the limited funds I had on account, which in turn lead to my former solicitors temporarily ceasing work on my file. Shortly thereafter, I reached financial breaking point which led me to deinstructing them altogether.

I am exasperated to have received such persistent letters threatening court proceedings to force the sale of the Property. These unprofessional tactics, seeking to secure an unfair advantage by intimidating me, irrespective of the history of your client's abusive behaviour and the current bail conditions and non-molestation order in place for my protection, are a clear breach of paragraph 4 (Proportionality) of the PDPAC which requires only reasonable and proportionate steps to be taken by the parties to identify, narrow and resolve the legal, factual, or expert issues.

As your client is very aware, I have a medical background of anxiety disorder, emotionally unstable personality disorder, ADHD, depression, chronic pain, fibromyalgia and have been suicidal on many an occasion. Your client has had a seriously negative influence on my life and as such, this escalates my anxiety to such an extent that I end up panicking and making attempts on my life. As a result of the continual chasing and persistent threats and the emotional and psychological damage this has and is causing me, my ability to promptly engage in matters requiring my attention and ongoing communication has been impeded. This, as I understand, is the main reason as to why your client's bail conditions were recently amended, prohibiting him from contacting me directly and indirectly.

Nonetheless, I am keen to resolve matters relating to the Property with your client without recourse to court proceedings. I have always been willing to engage in negotiations to settle this matter fairly and I am committed to doing so to remove this continued stress and uncertainty from my life. It is of utmost importance to me to conclude matters so that we can both move on with our lives; yet your client has made this extremely difficult for me in more ways than one, such as his unreasonable and unsubstantiated proposal – which I will address later in this letter – coupled with the persistent chasing and threats which have affected me emotionally, psychologically and financially. My mental health has suffered immensely due to this matter hanging over me combined with my medical diagnoses, hence the reason for the delay in responding in full.

Background

I have known your client since Autumn 2013, and we first became a couple in or around early 2021 until 7 September 2022. We then got back together in March 2023 and your client moved in with me on 6 October 2023 to my previously rented flat.

On 2 February 2024, the Property was purchased at the price of £860,000 in joint names, held as tenants in common in equal shares with a mortgage in favour of National Westminster Bank PLC (the "Mortgage"). The acquisition cost of the Property inclusive of Stamp Duty Land Tax and legal fees was £895,637.60 and was funded by the Mortgage, £192,833.80 provided by me and £192,833.80 provided by your client.

The total amount to repay the Mortgage stands at £515,815.67 as at 6 January 2025 (see enclosed redemption statement) and the monthly mortgage repayments are currently £2,415.15 per calendar month. In relation to the financial arrangements arising from the purchase and in response to point 6:

- a. I did not contribute to the Mortgage for the first two months living at the Property because as your client is aware, we agreed he would pay the first two months' mortgage repayments in lieu of two months' rent and bills for the flat we resided in prior. Therefore, I do not need to reimburse your client.
- b. I did withdraw my share of the money for the bills from the joint account in July 2024 because after I had transferred the funds into the joint account for bills, your client withdrew £100 from my share at an ATM for his sole personal use. Nevertheless, I paid your client back for the bills on 13 July 2024, contributed more to the bills on 27 July 2024 and paid some other monthly household bills to the providers directly. Therefore, I do not need to reimburse your client.
- c. I did pay my share of the bills in August 2024 as I paid the providers directly. Therefore, I do not need to reimburse your client.
- d. I paid £628 towards my share of the Mortgage to your client in November 2024 because your client failed to pay two months of fixed property costs and bills (from the day of your client's arrest) and therefore, this was subtracted from my share of the mortgage repayment. Therefore, I do not need to reimburse your client.

We have now been separated since 16 July 2024 but continued to live together at the Property until your client was arrested on 2 September 2024. To confirm, your client was released on bail while investigations into domestic abuse, controlling and coercive behaviour, harassment and financial control were conducted (amongst many others). The six-month bail condition imposed on your client prohibiting him from returning to the Property are not because of a broken lamp. I initiated Family Law Act proceedings in October 2024 to which have now concluded on 5 February 2025.

Your client's proposals

Firstly, I would like to address your client's initial proposal in your letter dated 5 November 2024 that I buy out your client and its absurdity. As your client is fully aware, my financial position does not allow for me to buy your client out nor would I be able to take over the Mortgage on a mere £400 per month in Universal Credit payments. It is

evident to me that your client made this offer purposefully in an attempt to exert undue pressure and to secure an unfair advantage by intimidating me. Your client's vexatious and unhelpful 'buy out' proposal is therefore not an option, not to mention the hugely over-inflated house valuation of £903,000 sourced from the internet and this being wholly incompatible with paragraph 4 (Proportionality) of the PDPAC, and your client's ridiculous request for an additional compensatory sum of £15,000 despite subsequently stating that the parties 'have no ongoing duty to support each other.' It is entirely unreasonable for your client to be compensated in such manner and especially in circumstances where your client is looking at charges of criminal offences against me including but not limited to domestic abuse, controlling and coercive behaviour, financial control and harassment.

Further, your assertion that your client contributed £222,000 to the overall costs of purchasing and renovating the Property and that I only contributed £202,000 is unsubstantiated and neither are these figures agreed. It is my position that we have contributed equally to the overall costs of purchasing the Property and the Mortgage. Any redecoration/renovation or other costs that your client has incurred that are unmatched by me have been without my consent, such as the removal of the second chimney which was entirely unnecessary.

In response to your client's letter before action proposal, I am not opposed to selling the Property forthwith, however, the subsections of the proposal are not agreed in full. Firstly, I am not agreeable to your client's usual workman undertaking remedial work to ensure the Property is saleable. Secondly, in accordance with District Judge Davies' proposition within the Family Law Act proceedings, I do not agree that I should be solely responsible for the bills and utilities at the Property. I am in the process of obtaining court transcripts. Finally, I am not agreeable to subsection f(iv) given that your client has not made any additional contributions to the Mortgage other than those agreed between your client and I nor has he made any additional contributions to bills. In fact, your client still owes me 4 months' worth of bills from my previously rented property.

Settlement – without prejudice

As you are aware, as your client and I own the Property jointly and hold the Property on trust for ourselves as tenants in common in equal shares, we both have an equal share in the Property. If it was our intention that your client was to receive more than his equal share as alleged, which for avoidance of doubt is not agreed, this would have been reflected in the Property transfer at the time or by way of an agreement, but it is not. In the absence of either, the legal position is that I am entitled to 50% share in the Property.

Nevertheless, in consideration of your client's proposal and in line with the requirements of PDPAC, I wish to make a constructive effort to make a counterproposal to bring a conclusion to this issue in the parties' best interests to avoid the time and costs of litigation. In this regard, on a strictly without prejudice save as to costs basis I put forward a counterproposal as follows:

I have obtained three valuations for the Property, copies of which are enclosed. These are as follows:

- 1. On 6 January 2025 by Ellis & Co at £810,000 without essential building works and at £887,500 with building works carried out
- 2. On 7 January 2025 by Kinleigh Folkard & Hayward at £800,000 without essential building works and at £900,000 with building works carried out
- 3. On 9 January 2025 by Oyster Properties at £825,000 without essential building works and at £850,000 with building works carried out

The current valuation of the Property based on an average of the three valuations is £811,666.67 and should the essential building works be carried out the value is expected to be around £879,166.67. I do not accept your client's case that the Property is worth anything like £903,000 in its current state.

There is an outstanding mortgage of £508,234.92 and an ERC of £7,580.75 as at 6 January 2025 leaving equity of approximately £295,851 or £363,351 with essential building works carried out should the Property be sold forthwith plus the cost of sale calculated at 3% of the purchase price.

In light of the above, I give your client two options:

Option 1 – the Property is sold forthwith, and the following provisions shall apply:

- a. the Property shall be sold forthwith for the best price achievable;
- the parties to agree the estate agent within fourteen days. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the worksman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;

- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale;
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
 - i. to discharge the Mortgage;
 - ii. in payment of any early redemption or redemption administration charges in relation to the Mortgage;
 - iii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iv. in payment of the estate agent's charges;
 - v. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
 - vi. in payment of the balance as to 50% to me (plus 50% of any early redemption or redemption administration charged in relation to the Mortgage) and 50% to your client (minus 50% of any early redemption or redemption administration charged in relation to the Mortgage);
- h. upon compliance by the parties with paragraphs a g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Ac 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With this option, I propose that should your client want the Property to be sold forthwith rather than waiting for the Mortgage fixed-term agreement to come to an end on 31 March 2026, he shall be solely responsible for any early redemption or redemption administration charges.

Option 2 – the Property is sold once the Mortgage fixed-term agreement comes to an end, and the following provisions shall apply:

a. the Property shall be sold immediately after the Mortgage fixed-term agreement comes to an end on 31 March 2026 for the best price achievable;

- b. the parties to agree the estate agent six months prior. Your client to propose three options, I shall select one of the three proposed, the joint letter of instructions to be prepared by your client and agreed with me;
- c. the parties to agree the worksman to undertake remedial work to ensure the Property is saleable within fourteen days. I shall propose three options together with their quotes and your client to select one of the three proposed – the scheme of the works to be set out by prior written agreement between the parties;
- d. I shall maintain the Property to a viewable standard and to agree not to stymie the sale:
- e. the parties to continue to discharge the monthly mortgage repayments and household bills equally;
- f. the parties to agree the conveyancing solicitor six months prior. I shall propose three options together with their quotes and your client to select one of the three proposed;
- g. the gross proceeds of sale shall be applied in the following order:
 - i. to discharge the Mortgage;
 - ii. in payments of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agent's charges;
- iv. in payment to your client for any redecoration/renovation or other costs that your client incurs in order to prepare the Property for sale that are unmatched by me;
- v. in payment of the balance as to 50% to me and 50% to your client;
- h. upon compliance by the parties with paragraphs a g above, the parties claims under section 14 of the Trust of Land & Appointment of Trustees Ac 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; and
- i. no order for costs.

With both options, each party will retain the home contents currently in their possession but excluding the couch which shall be returned to your client upon sale of the Property. All the rest of the chattels/furniture was paid for by me and shall therefore be retained by me. Further, given my current and ongoing financial position, I do not envision being

able to make any upfront payments with respect to any redecoration/renovations or other costs associated with preparing the Property for sale. For avoidance of doubt and sake of transparency, your client will need to cover all upfront costs, and he will then be reimbursed accordingly upon sale of the Property.

If either option is agreed by your client, an initial draft deed of separation shall be drawn up by you recording the terms of settlement herein for my consideration so as to be binding on the parties and your client's application pursuant to section 14 of the Trust of Land and the Appointment of Trustees Act 1996 shall be withdrawn forthwith.

Action required

I invite your client to accept either of the above proposals within 21 days of the date of this letter. Please note this offer is open for acceptance for a period of 21 days from the date hereof and shall lapse at 4pm on 11 March 2025 after which it will be withdrawn.

However, I reserve the right to bring the contents of this letter to the attention of the court on the question of costs.

The above proposals enable the parties to reach an agreement imminently and avoids lengthy, costly and stressful litigation. However, if for any reason the above is not agreed, in line with PDPAC, I am prepared to consider alternative dispute resolution but only those appropriate for domestic abuse victims, for example, shuttle mediation, to enable us to conclude matters. As above, I had no choice but to deinstruct my former solicitors because I simply do not have the funds for continued representation, and I am aware that alternative dispute resolution is a more cost-effective way of resolving matters if we are unable to reach an agreement via yourselves.

I understand that your client's bail conditions have been amended recently prohibiting him from contacting me directly or indirectly. However, please note that I have spoken to the detective in charge, Mr Jonty Proudfoot, and he has consented to sending and receiving correspondence on my behalf in matters relating to the Property. Mr Proudfoot's email address is Jonty.Proudfoot@met.police.uk and I would be grateful if you could please send your response to this letter to him directly. For avoidance of doubt, please do not send more than one response to this letter to Mr Proudfoot as it is not necessary nor is it appropriate in the circumstances I have mentioned above.

I kindly ask that before drafting your response that you remain conscious of your tone throughout as your previous correspondence has caused me much emotional suffering and in turn has had an adverse effect on the effectiveness of negotiations and I am keen to resolve matters promptly and outside of court.

I look forward to receiving your response.

Yours sincerely

Irene Spalletti



Academy Court, 94 Chancery Lane, London WC2A IDT T+44 (0)20 742 | 8383 F+44 (0)20 742 | 8384 E mail@hfclaw.com DX 25 | London/Chancery Lane

Our ref: BJ.SW.bs.WAL023

FAO: Ms Irene Spalletti Via DC Jonty Proudfoot

By email: jonty.proudfoot@met.police.uk

10 March 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Spalletti

You and Alexander Walker - 92 Ollerton Road (the "Property")

Thank you for your proposal for settlement dated 19 February 2025. I apologise for the delay in responding, as I have only just recently returned from holiday.

There is much in your letter that my client does not agree with, but my client will not run up unnecessary costs responding to every point. Where he has not addressed something in your letter that should not be taken as acceptance by him of a particular point. It is, however, important to him to respond to your accusation that he has attempted to "exert undue pressure" on you by proposing that you buy him out of his share of the house. This is simply not correct; my client made this proposal because he thought you might like to stay in the house, and he thought your parents may have been able to assist you financially (as they have done in the past) to achieve this. This was absolutely not an attempt by him to "secure an advantage by intimidating" you as you state and was in fact intended to be conciliatory. In any event my client only proposed this after you repeatedly failed to engage with him about selling the property and because your mother had suggested to him that you would like to stay in the house.

Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways. The unnecessary and misconceived applications made by you under the Family Law Act have been an unwelcome and expensive distraction from this, and it is clear to my client that your applications were entirely motivated by your desire to block the sale of the house. The judge at the hearing on 5 February

2025 dismissed all three of your applications and found that it was not reasonable for you to contest those issues, which resulted in a costs order being made against you. The £1,625 that you have been ordered to pay towards my client's costs will, of course, need to be deducted from your share of the net sale proceeds.

While my client is pleased that you are now facing up to the reality that the Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted him in incurring the costs of preparing his TOLATA application. My client has never wanted to go to court. It is in fact you who has instigated the two hearings in November 2024 and February 2025. My client had no choice but to prepare his TOLATA application in time for service on you at the hearing on 5 February 2025, given your unreasonable refusal to nominate a third party with whom I could communicate with and affect service. Given your attitude to date, my client also has no confidence that you would have in fact facilitated a sale at all, without the backdrop of these TOLATA proceedings.

My client gave you more than enough time to respond to his letter before claim dated 13 December 2024 (the rules only requiring him to give you two weeks to respond). He reasonably gave you additional time to respond to factor in the Christmas period and he also agreed to extend the timeline for your response to 24 January 2025 (six weeks from his initial letter before action). You blame my client for exacerbating the delays by "continually chasing" your solicitor. I sent a total of three substantive letters to Southgate Solicitors, all of which were less than two pages long. It is inconceivable that my client was largely responsible for the "demise" of the funds you had on account with them as you assert.

If you had not taken such an unreasonable approach, then my client would not have had to incur the costs of his TOLATA application. You will therefore need to make a contribution towards the costs he has incurred in relation to this. My client would, of course, be entitled to seek all of his costs from you (which currently total circa $\pounds 7,500$), but in order to be constructive and pragmatic he is not pursuing the full costs of these from you, although he reserves the right to do so should matters proceed to court. You should note that my client is also entitled to seek occupation rent following his exclusion from the property since 2 September 2024, but again in the interests of reaching an agreement he is not pursuing this, but he reserves the right to do so if you are unable to reach an agreement now.

My client does not agree for the sale of the Property to be delayed until after the fixed term mortgage comes to an end. My client cannot afford to pay the interest on the mortgage if it switches to the variable rate (of around 8%) and so it needs to be marketed for sale now. It would also result in a much larger monthly mortgage payment for you, which he expects is also unaffordable for you. My client is naturally concerned about your ongoing failure to contribute your 50% share of the monthly mortgage payments, and he has no confidence at all that you will make the payments on time, if at all. Once again, you have not paid your share of this month's mortgage which fell due on 2 March 2025 and have provided no explanation at all for why this is unpaid. You must reimburse my client for this and the other outstanding amounts due to him as a consequence of your failure to meet your share of the mortgage in full forthwith.

Following the numbering of "Option I" of your proposal, my client's response is as follows:

a. The Property shall be sold forthwith for the best price achievable (although the Property will need to be marketed for sale once the necessary renovations/works have been completed)—

Agreed but with the below addition;

If you cannot agree on the price, then you will be guided by the estate agent the identify of whom you will agree upon in accordance with (b) below.

b. You and my client shall agree the identity of the estate agent within 14 days of an agreement being reached. My client will propose three options, and you shall select one of the three proposed, the joint letter of instruction to be prepared by my client and agreed with you – **Agreed but with the below addition**

Additionally, in the event that the selected agent does not achieve an offer for purchase within three months of the property being marketed for sale, there shall be an option for the estate agent to be replaced. In this scenario, my client will again propose three options and you shall select one.

- c. The parties shall agree the identity of the workman to undertake remedial work to ensure the Property is saleable within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client shall select one of the three proposed the scheme of works to be set out by prior written agreement between the parties **Not agreed. My client's counter proposal is as follows:**
 - My client has already paid the existing workman to fix a hole in the wall and replaster the landing, where the wallpaper has partially been removed. You shall permit the existing workman to complete this work within 14 days;
 - ii. You shall permit the existing electrician to complete the works on the electrics within 14 days. He needs to wire in the wall lights (which my client is happy for you to choose provided they cost less than £20 each and you furnish him with receipts) and the sockets in the kitchen so that the electrical certificate can be issued;
 - iii. Both you and my client shall obtain two quotes each for the following works to be completed and the workman who provides the cheapest quote shall be instructed. The works that will need to be completed are:
 - 1. Stripping of the wallpaper from the landing and the small office, filling in the wall;
 - 2. Painting of the hall, downstairs toilet, landing, top floor, small office, top floor bathroom, garden office room and stairways in off white or cream (they will also need to complete/cover any patch work);
 - 3. Retiling of the top floor bathroom and fixing/replacing of the top floor toilet cistern;
 - 4. Sealing of the hole in the attic wall which will then need to be plastered and repainted;
 - 5. Clearing of the front and rear garden;
 - 6. Fixing of the window sash in the front bedroom;
 - 7. Door stop moulding to be added to the small office door;
 - 8. Installation of a carpet on the top floor and on the top floor stairs (preferably matching the existing carpet on the top floor).

iv. Insofar as the estate agent advises that any further works need to be undertaken to ready the Property for sale those works shall also be undertaken by the workman instructed to complete the works set out at (1) to (8) above.

My client agrees to make the upfront payments with respect to the abovementioned works provided he is reimbursed in accordance with (g)(iv) below.

- d. You shall maintain the Property to a viewable standard and agree not to stymie the sale Agreed this will need to include the front and rear garden
- e. You and my client shall discharge the monthly mortgage repayments and household bills equally. **Not agreed. My client's counter proposal is as follows:**
 - i. You and my client shall continue to pay 50% of the mortgage repayments (including interest) each month. In default, a full account shall be taken from each of your respective shares in the net proceeds of sale.
 - ii. You shall be responsible for paying all of the household bills and you shall indemnify my client against the same. In default, a full account shall be taken from your share of the net proceeds of sale.
- f. You and my client shall agree the identity of the conveyancing solicitor within 14 days of an agreement being reached. You shall propose three options together with their quotes and my client will select one of the three proposed **Agreed**
- g. The gross proceeds of sale of the Property shall be applied in the following order:
 - i. To discharge the Mortgage **Agreed**
 - ii. In payment of any early redemption or redemption administration charges in relation to the Mortgage **Agreed**
 - iii. In payment of the solicitors' conveyancing costs and disbursements in connection with the sale **Agreed**
 - iv. In payment to my client for any redecoration/renovation or other costs that my client incurs in order to prepare the Property for sale that are unmatched by you Agreed
 - v. In payment of the balance as to 50% to you (plus 50% of any early redemption or redemption administration charges in relation to the mortgage) and 50% to my client (minus 50% of any early redemption or redemption administration charged in relation to the mortgage) **Not agreed. My client's counter proposal is as follows:**

In addition to the above, before the balance of the proceeds of sale are distributed equally to each of you the following will need to be paid to my client from the proceeds of sale held by the conveyancing solicitor:

1. £1,625 that you have been ordered to pay towards my client's costs of the Family Law Act proceedings pursuant to paragraph 10 of the order of DDJ Barrett dated 5 February 2025;

- 2. £1,750 which represents your 50% share of the cost of repairing the fireplace and which my client has paid;
- 3. Mortgage payments that my client has made above and beyond his notional 50% liability since purchase, which currently amounts to £5,137 plus further accounts for any future missed payments (it was not agreed that my client would pay the first two months' mortgage payments in full in lieu of two months' rent and bills for the flat you resided in prior my client paid his share of the rent for the two months prior, he only agreed to pay the first two months mortgage upfront while you were waiting for your deposit to be repaid, it was always intended that you would repay him upon receipt of that);
- 4. Marketing related costs (to include but not limited to photography costs) that are unmatched by you;
- 5. Reimbursement for any utility or other household costs that my client has paid following his exclusion from the property;
- 6. £3,750 by way of a contribution towards the costs incurred by my client in relation to his TOLATA claim.

For the avoidance of doubt, there is absolutely no reason why my client should be solely responsible for the early redemption or redemption administration charges, which should be met equally.

- h. Upon compliance by you and my client with paragraphs (a) to (g) above, both of your claims under section 14 of TOLATA 1996 shall be dismissed relating to the Property and in respect of any other property, chattels or liabilities owned by either party in any jurisdiction; Agreed on the condition that my client be able to instruct a third party to remove the chattels at a date and time to be agreed (within 14 days of an agreement being reached) from the Property as set out in the schedule to this letter. (Once my client's chattels have been returned to him, you will, of course, be responsible for clearing the house in readiness for completion).
- i. No order for costs Agreed provided that paragraph (g)(v) is complied with by vou.

I look forward to hearing from you. Please note that should the abovementioned proposal not be agreed within 21 days then this proposal is withdrawn, and my client will be drawing this letter to the attention of the court on the issue of costs.

While writing, my client should also be grateful if you could send the WiFi router back to BT, the bag will be delivered to 92 Ollerton Road for you to put it in.

Yours sincerely

SARAH WALKER

Schedule of Chattels

- 1. Charles Tyrwhitt navy suit (with orange trim);
- 2. Light beige linen suit;
- 3. Sofa that cost around £2,500 (my client is paying for this on a monthly basis as an alternative my client is content for you to buy the sofa from him for £1,500);
- 4. Television (which my client paid for the TV is more valuable than this but as an alternative my client is content for you to buy the TV from him for £850);
- 5. Samsung sound bar (my client is content for you to buy this from him for £150);
- 6. Computer monitor and monitor mount that my client lent to you and has not been returned and accompanying cables;
- 7. Mattress that was/is kept in the front bedroom;
- 8. Duvet that was/is kept in the front bedroom (my client is content for you to buy the mattress and duvet from him for £150);
- 9. My client's belongings which are in the office at the end of the garden (including cable, computer keyboards, baskets, collapsable desk);
- 10. Pictures which belong to my client;
- 11. Gifts from Robbie Myerson which comprises of a chopping board and a kitchen knife, as well as a beer pump and lid;
- 12. Kitchen equipment (including large metal bowls, wok, chopping boards, taco press)
- 13. Tools (including his toolbox, battery powered drill, Makita jigsaw, wired drills, Dewalt drill and drill bits);
- 14. Samsung sound bar;
- 15. Speakers and amplifiers;
- 16. TP link deco WiFi points x3 (one external, one in the sitting room and one in the upstairs office);
- 17. Network switches x 2;
- 18. Russian MIG suit and helmet;
- 19. Network attached HP server (black box);
- 20. Barbeque;
- 21. All backgammon boards (my client believes there are four);
- 22. Orthodontist mouth guard and case.

Subject: RE: Walker v Spalletti Case No: M00ED350 (SPAL13/2) [HFC-HFC.FID176697]



Sandra Joe-Ejim <sandra.joe-ejim@sternberg-reed.co.uk>

to Sarah M Y. Walker, Lizzie Eseku, Bryan Jones 🕶

We have just been instructed in this matter and have had sight of your WP letter to our client dated 10 March 2025. We are taking our client's instructions on the content of your letter and will revert when we are in a position to do so.

Fri 14 Mar, 10:14

Kind regards

Sandra

From: Sarah M Y. Walker < S. Walker@HFCLAW.COM >

Sent: 14 March 2025 09:44

To: Lizzie Eseku <Lizzie.eseku@sternberg-reed.co.uk>

Cc: Sandra Joe-Ejim <sandra.joe-ejim@sternberg-reed.co.uk>; Bryan Jones <B.Jones@HFCLAW.COM>

Subject: RE: Walker v Spalletti Case No: M00ED350 (SPAL13/2) [HFC-HFC.FID176697]

Dear Sandra and Lizzie

Thank you for your email. Would you be available for a call at all to discuss this case, as I would hope we would be able to find a route to settlement to avoid the cost and stress to our clients of protracted court proceedings.

厚

My telephone number is 07917 853296. I look forward to hearing from you.

Kind regards

Sarah

Sarah M Y. Walker

Senior Associate Solicitor

Hughes Fowler Carruthers Academy Court 94 Chancery Lane London WC2A 1DT

Tel: +44 (0)20 7421 8383 Email: S.Walker@HFCLAW.COM Web: www.hfclaw.com











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From: Lizzie Eseku <Lizzie.eseku@sternberg-reed.co.uk>

Sent: 13 March 2025 10:29

To: enquiries.edmonton.countycourt@justice.gov.uk

Cc: Sarah M Y. Walker <S. Walker@HFCLAW.COM>; Sandra Joe-Ejim <sandra.joe-ejim@sternberg-reed.co.uk>

Chambons

Subject: Walker v Spalletti Case No: M00ED350 (SPAL13/2)

Dear Sirs,

Please find attached, by way of filing to the court, the following documents:

- · Notice of Acting; and
- · Acknowledgement of Service.

Yours faithfully,

Lizzie Eseku

Paralegal

Sternberg Reed LLP

Canterbury

River House

Stour St.

Canterbury

Kent CT1 2NZ

Sternberg Reed on Facebook





Instructions Regarding Legal Representation

7 messages

Irene Spalletti <irene.spalletti@gmail.com>

2 April 2025 at 14:28

To: Sandra Joe-Ejim <sandra joe-ejim@sternberg-reed.co.uk>, Lizzie Eseku <Lizzie.eseku@sternberg-reed.co.uk>

Dear Sandra,

I hope you're doing well.

I need to be extremely strict with these instructions due to Ms. Walker's ongoing behavior. My entire family came together to raise £3,000 to pay for Southgate Solicitors, but Ms. Walker consumed over half of this budget within the first week, before my solicitor was even properly instructed. Unfortunately, I've learned this lesson the hard way, and we need to implement every available safeguard to ensure this doesn't happen again.

I do not have £100 to my name, and the profits from the sale of the house are not for me—they go back to my family, who has made significant sacrifices to help me defend myself against this outrageous and unreasonable lawsuit. Despite being a victim of domestic abuse, financial control, and coercive behavior, I am now forced to find funds to defend myself against harassment. This has all come about simply because I refused to compensate my abuser (her client) nearly £150,000.

I am really concerned that Ms. Walker and her firm have violated my rights. By burning through my funds before I even had proper legal representation, they have put me in a position where I cannot effectively defend myself against these false accusations. It feels like an intentional attempt to prevent me from having a fair chance at justice. I'm already in a vulnerable situation, and this kind of behavior undermines my right to a fair process and proper legal defense. And she is now using the same strategy with your law firm.

I would like to confirm that you're still legally representing me, but that I'd like to put the following instructions in place:

- Please ensure all communication from the other party's solicitor is sent to my nominated email address first: property_92@yahoo.com. I will review everything and forward what needs your response.
- 2. Please do not respond to or engage in any phone calls or emails from Ms. Walker or her firm without my approval first.
- 3. I do not consent to being charged for any communication from Ms. Walker's firm that hasn't been sent to my nominated email first, or for phone calls made directly to your firm without my prior agreement.
- 4. I would also like to be informed each time Ms. Walker breaks these instructions by contacting you directly, and I do not want to be charged for any such communication. I have the right to approve all payments before they're billed to me.
- 5. Additionally, could you please send me a breakdown of all communications you've received from Ms. Walker's firm, from the first email to today? This should include the dates, formats (email, call, letter), and any responses you've provided.



☐ Thu 3 Apr, 14:54 (12 days ago) ☆

Dear Irene

Unfortunately, what you are proposing below is not possible, as I have previously explained. It would be best if you deal with the matter directly with Ms Walker. You can then seek legal advice whenever necessary, from law firms who are happy to work this way. I will let Ms Walker and the court know that you are now dealing with matter yourself and provide the email you have stated below for contact. As requested, please see attached communication between Ms Walker and myself, being the only communication I had with her. Please note that I will be on annual leave after tomorrow, so if you need any of your documents returned to you, please let Lizzie know.

Kind regards

Sandra

Sandra Joe-Ejim

Solicitor - Resolution Accredited Specialist

Cc: Jonty.Proudfoot@met.police.uk

Subject: Final arrangements

Dear Lucy,

The detective in charge, Mr. Jonty Proudfoot, would like to speak with you. I have cc'd him in this email.

The letter you drafted is fine—please go ahead and send it.

Lucy, I will never have the resources to negotiate with this coercive parasite. She has drained £2,000 in just 18 days, not to reach a resolution, but to break me financially. I am not allowed to request a different solicitor, and we haven't even started negotiations, yet she has already consumed my entire budget. This pattern will only continue. I can't believe this is legal.

I have now put myself into further debt—£2,000 in legal fees—which has left me worse off than before, especially as they are proceeding with the TOLATA application regardless. I refuse to keep topping up my account just for her to drain it further. Let them take me to court—I will represent myself.

Final Arrangements

Since my legal budget, which was meant to cover just a response to their letter before action, has been entirely exhausted by the other party, please can you only charge me for the necessary hours to finalise this letter so that my £2,000 is not completely wasted.

You can inform them that they are free to put the house on the market today, without any renovations. I only want my money back—nothing more. £220,000 (TBC) must be returned in full. Unlike them, who are demanding that a victim of domestic abuse compensate her abuser with an extra £15,000, I will not entertain such an outrageous request.

Protecting My Parents' Contributions

Can you help ensure my parents' financial contribution towards the property purchase is safeguarded? I want to legally protect this money in the event of:

- · My death
- · Losing the TOLATA case
- The sale of the property

Is there a way to ensure that ~£220,000 (TBC)—the gifted deposit—can be returned directly to my parents (my lenders) and not used to cover my ex's legal fees? Can this money be transferred into their name, to their European bank account, to prevent any claims from my ex?

There is absolutely no way that my parents' lifetime of hard work and sacrifice will end up in the hands of my abuser.

How much money do I need to protect their money and prepare my will?

Thanks, Irene

Ms Sarah Walker Hughes Fowler Carruthers Academy Court 94 Chancery Lane London WC2A 1DT

Your Ref: BJ.SW.bs.WAL023

04 April 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Walker

Re: 92 Ollerton Road, London, N11 2LA

I apologise for the delay. I had instructed my solicitor over two weeks ago; however, she only informed me today that she would not be taking my case. Going forward, I request that all communication from you be limited to one response per letter sent from me, and that it be directed to this email address: property 92@yahoo.com.

Ms. Walker, I had previously requested in December that you fact-check your statements before making certain accusations, and I would appreciate it if you could begin doing so.

"There is much in your letter that my client does not agree with, but my client will not run up unnecessary costs responding to every point. Where he has not addressed something in your letter that should not be taken as acceptance by him of a particular point. It is, however, important to him to respond to your accusation that he has attempted to "exert undue pressure" on you by proposing that you buy him out of his share of the house. This is simply not correct; my client made this proposal because he thought you might like to stay in the house, and he thought your parents may have been able to assist you financially (as they have done in the past) to achieve this. This was absolutely not an attempt by him to "secure an advantage by intimidating" you as you state and was in fact intended to be conciliatory. In any event my client only proposed this after you repeatedly failed to engage with him about selling the property and because your mother had suggested to him that you would like to stay in the house."

Your client's proposal that I buy him out was not only absurd but had already been rejected as early as July 2024.

- i. Your client was fully aware that my financial situation does not allow me to buy him out, nor would I be able to take over the mortgage on an income of £400 per month in Universal Credit payments.
- ii. The proposed overinflated house valuation of £903,000, sourced from the internet without formal valuation, is wholly inconsistent with paragraph 4 (Proportionality) of the Practice Direction on Pre-Action Conduct and Protocols (PDPAC).
- iii. Your client's additional demand for £15,000 in compensation. Given that your client is currently facing criminal allegations for domestic abuse, coercive control, financial abuse, and harassment, it is entirely unreasonable for him to claim additional financial compensation

This offer was never a viable option, and your client's insistence on reintroducing it is both coercive and an attempt to exert undue pressure on me. This has already been explained in the WP Letter, 19 February 2025, (p.03).

Your client's demand that "All furniture and chattels must be divided equally by value" despite having no claim to any of the furniture, as well as compensation requests in relation to assets that do not

belong to him confirms that your client's original demand was nothing more than an attempt to inflate his financial claim and exert further pressure on me as he initially insisted that the entire contents of the 133-square-meter, three-story house be divided equally. Your client's own recent Schedule of Chattels, contradicts this, proving that he was never entitled to claim compensation for the furniture as he owns none, as documented in my 1st statement_Exhibits 040-059, 25 October 2024, (p.60). Your client's own statements and actions unequivocally demonstrate he never genuinely intended to build a home or a future together in this property and that his primary motivation was financial gain, not the establishment of a shared household.

"Since your relationship with my client came to an end in the summer of last year, my client's primary focus has simply been to finalise the works that need to be carried out so the house can be readied for sale to enable you and my client to each go your separate ways."

- My 1st statement_Exhibits 060-066, 25 October 2024, (pp.03-17), included a detailed breakdown of essential works to prepare the property for sale, as multiple builder's quotes.
- ii. Since then, neither your client nor your firm has engaged in any discussions regarding the renovations until now, 10 March 2025—nearly five months later
- iii. On 11 December 2024, I contacted Mr. Jones to seek clarification on Mr. Walker's intentions regarding these necessary works clearly demonstrating my eagerness to proceed.
 - "Dear Mr. Jones, I would like to understand what Alex's intentions are when it comes to house renovations; we have essential house works that need to be done urgently, such as painting, carpets and flooring, totalling around £10,000. There are also extra non-essential jobs such as bathroom renovations, top floor and window replacement all quotes for these jobs are in my last exhibit folder." sent on 11 December 2024 15:39.
- iv. On 13 December, instead of responding constructively, your firm ignored the renovation issue entirely and, rather than engaging with the matter, proceeded with a TOLATA application a move that was both premature and unreasonable, as the property could not have been marketed for sale in its then-current condition as mentioned in my 1st statement, 25 October 2024, (p.43).
- v. It is therefore entirely disingenuous for you to attempt to place blame on me for delays caused solely by your client's failure to act. The inaction from your side has been the primary cause of delay, and the failure to engage with necessary renovation discussions has obstructed the sale process rather than facilitated it. I was actively attempting to prepare the property for sale, including getting quotes for the building work and getting valuations from various estate agents. This further calls into question whether your client's primary intention was ever to sell the property in a fair and reasonable manner, or whether his application was strategically designed to exert financial pressure and harassment upon me.
- vi. Had your client responded in good faith at the time, the essential works would now be completed, and the property could be ready for sale.
- vii. Rather than continually requesting compensation for your client, we must urgently address the building works in order to proceed with the sale of the property. It is now April and, regrettably, no progress has been made.

Despite repeatedly accusing me of being financially motivated, the reality is this. The only financial reimbursement I have requested is £900, solely related to the costs of printing 400 pages of documented abuse I have endured. Meanwhile, your client has made excessive and baseless financial demands exceeding £150,000, which include:

- Over-inflating the property value
- Threats of legal fees
- Unjustified demands for compensation
- Attempts to force an early sale under unfavorable conditions.

Your client's actions reflect a clear pattern of financial coercion, designed to pressure me into accepting an unfair settlement.

"The unnecessary and misconceived applications made by you under the Family Law Act have been an unwelcome and expensive distraction from this, and it is clear to my client that your applications were entirely motivated by your desire to block the sale of the house."

- i. My application for a Family Law Act order was made following your client's arrest, and the police's decision to prosecute him. You may refer to the application as unnecessary because your client lost the case, but the application was never about the property—it was about my safety. The court granted the orders based on the clear risk of harm I faced, and it was not about financial or property disputes. Your lack of ethics is deeply concerning. If you are claiming that a victim of domestic abuse making an application to the court for a protective order is unnecessary, it becomes increasingly difficult for me to find a resolution with you.
- ii. The court specifically granted me permission to remain in the property until 25 October 2025, alone, acknowledging the abuse I have suffered. As part of that ruling, the court ordered that your client remains responsible for covering half of the property-related costs, including the mortgage and bills.
- iii. We are in the process of obtaining the court hearing transcripts. Both your barrister and your client, who were present at both hearings, are fully aware of the court's findings and the consequences. It is in your best interest to stop refusing to pay these bills, as two judges have clearly ruled otherwise.
- iv. Non-molestation and occupation orders are most typically handled without legal representation. The decision for your client to be represented by a barrister @ £550/hr was entirely your firm's choice, and I bear no responsibility for the legal costs arising from that decision.
- v. At the second hearing on 5 February, the judge did not dismiss my application based on merit, but rather due to legal technicalities, such as procedural limitations in the family court. I could not have known about these limitations, as I was not legally represented. However, your client's representative was fully aware of this and of the fact that his client didn't need a barrister for this court hearing.
- vi. Additionally, I am pleased that the court approved only a reimbursement of £1,625 against your client's claim of £7,386, as the judge's ruling clearly demonstrates that the inflated costs claimed were unsubstantiated.

"The Property needs to be sold, he is disappointed that it has taken you so long to respond, which resulted in him incurring the costs of preparing his TOLATA application. My client has never wanted to go to court. It is in fact you who has instigated the two hearings in November 2024 and February 2025."

I am finding it increasingly difficult to communicate with you, as it seems that the substance of my letters is being ignored. I understand that you may find it challenging to fully comprehend my situation and this case altogether as you apparently specialise in high value corporate law. Despite the challenges, I made every effort to respond within your deadlines. However, I have not received any

meaningful response, and my solicitor's communication has been disregarded.

"My client had no choice but to prepare his TOLATA application in time for service to you at the hearing on 5 February 2025, given your unreasonable refusal to nominate a third party with whom I could communicate with and affect service."

Please refrain from providing misleading statements. On 23 January 2025, you indicated that you were in the process of submitting the TOLATA application. The change in the bail conditions, which prohibited any direct or indirect contact, was not implemented until February 3rd. These changes in bail conditions were only put in place because you decided mediation was no longer an option. The alteration was made for safeguarding purposes, a factor that seems to be alien to you in this case.

"You will therefore need to make a contribution towards the costs he has incurred in relation to this. My client would, of course, be entitled to seek all of his costs from you (which currently total circa £7,500), but in order to be constructive and pragmatic he is not pursuing the full costs of these from you, although he reserves the right to do so should matters proceed to court. You should note that my client is also entitled to seek occupation rent following his exclusion from the property since 2 September 2024"

- i. The two offers your client has made are entirely unreasonable, and I have dismissed them outright. My solicitor's attempts to communicate have been completely disregarded, and your actions have been in direct violation of settlement and Alternative Dispute Resolution (ADR) pre-action conduct and protocols.
- ii. You are entirely responsible for covering the costs associated with the TOLATA application. I will not be contributing in any way to those costs, I do not accept liability for the legal fees you are claiming, especially considering the failure to adhere to the required pre-action protocols.
- iii. In line with the Pre-Action Protocol for Domestic Abuse Cases, I reserve the right to pursue alternative dispute resolution methods, such as shuttle mediation, which is more appropriate given the nature of this case and my status as a domestic abuse victim.
- iv. I would like to remind you that I can remain in the property, on my own, until October 25th, as per the court order and that your client's demand for occupation rent is entirely invalid. I have only agreed to remain in the property under the specific conditions set by the judge, which clearly state that I am not required to pay more than half of the mortgage and half of the bills. Given this, any demand for occupation rent is not in line with the court's orders.

"Following the numbering of "Option 1" of your proposal, my client's response is as follows"

It is truly surprising that your client has chosen to reject my reasonable offer, especially considering that he is not in a position of greater leverage in this matter. in accordance with the judge's ruling. It is time your client begins to hold himself accountable for this situation and acts accordingly.

Option 1 is only valid if your client agrees to cover the early redemption fee in full. As it is your client who wishes to terminate the contract, he is therefore liable for all costs associated with its early termination.

- a. I will not agree to sell the property for less than the amount I have invested. I will not incur a financial loss as a result of being a victim of domestic abuse perpetrated by your client. If your client insists on selling the property below its investment value due to his own urgency—despite being the reason the property had to be put on the market in the first place—he must cover the shortfall to ensure I do not suffer a loss.
- b. Your client is not entitled to unilaterally propose three options in this matter. I would appreciate a valid explanation as to why your client continues to insist on controlling both the estate agents and the builders. I must reiterate that, as a victim of domestic abuse with

protective orders in place, I reserve the right—on safeguarding grounds—to deny access to any individual sent by your client to this property.

- c. This matter has already been addressed and agreed upon by the judge, and I have already clarified my position on this issue multiple times.
 - i. Mr Walker's workmen will be permitted access to the property for one day only (a maximum of eight hours) to complete the necessary works. No further access will be granted beyond this period. Despite Mr Walker's arrest, I exercised considerable patience by allowing this individual access to my property for two months. Nonetheless, he repeatedly failed to attend, often disappearing for weeks at a time after receiving payment. I would suggest that Mr Walker seek reimbursement directly from the builder.
 - ii. I have no objections with the electrician as previously discussed.
 - iii. Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.
 - 2. Your client will bear responsibility for any building work required to fix the damage caused by his workmen in removing the chimney and repainting the front room.
 - 4. This includes sealing the attic wall
 - 5. Mr. Walker will be solely responsible for the costs related to the front and back garden, as my neighbor and I have already done the majority of the work to date. This is further compounded by the fact that, during our time in the property, Mr. Walker spent his time watching TV and smoking weed, while abusively dictating my cleaning duties.
 - 7. Mr. Walker will be solely responsible for the office door that he damaged during yet another episode of abusive behavior.
 - 8. There is no carpet on the top floor to be matched with, as suggested.
- d. Throughout the relationship, I acted as Mr Walker's personal gardener and cleaner. If he now requires garden maintenance, he is free to hire a gardener, as was agreed upon in June—an agreement your client has yet to honour.
- e. In accordance with the orders of two judges, Mr. Walker is responsible for the household bills. I will not be covering his costs, particularly as he has been prohibited from entering the property due to his criminal offences and the abuse he has inflicted upon me.
- g. The figures you have provided are difficult to reconcile. You claim that your client cannot afford to pay the early redemption fee, yet you have stated that he has incurred £10,126 for the first hearing, despite only 0.1 hours being charged for communications sent to me, suggesting at least 38 emails at £380–395/hr have been accounted for in a separate invoice. Additionally, you claim £7,386 for the second hearing and another £7,500 for the TOLATA application.
 - However, you are asserting that your client cannot afford the early redemption fee, which is a fraction of these costs. This disparity highlights your client's unwillingness to engage in mediation regarding the property. Further evidence of this is his readiness to pay £7,500 for a TOLATA application, which is the same amount required for the early redemption fee. It is evident that your client has clearly preferred pursuing court action over resolving the matter

through more straightforward and economical means.

- 2. Regarding the chimney costs, this claim is entirely false. I will not contribute to such absurdities. I have made it clear to your client multiple times that I disagreed with the work, but he proceeded without my consent. No one in their right mind would agree to unnecessary house renovations at a point where the abuse had become unbearable, in fact making me end the relationship a couple of weeks after.
- 3. 'it was not agreed that my client would pay the first two months' mortgage payments in full in lieu of two months' rent and bills for the flat you resided in prior my client paid his share of the rent for the two months prior, he only agreed to pay the first two months mortgage upfront while you were waiting for your deposit to be repaid, it was always intended that you would repay him upon receipt of that".
 - i. Mr. Walker owes £1,708 in rent and £446.60 in bills from the previous property, so he will not be reimbursed for the first two months of work.
 - ii. The deposit you referred to was used to purchase a dishwasher, washing machine, and dryer. Your client has effectively taken advantage of me by refusing to reimburse me for half of these costs, based on his belief that any items deemed sellable in the event of our breakup are not subject to reimbursement. As such, your client has unlawfully appropriated my deposit money.
 - iii. As it stands, Mr. Walker has only contributed to four months of household bills for our mortgaged property since moving in February 2024, with down payments exceeding £5,500.
- 5. As per two judges' orders, Mr. Walker is responsible for household bills..
- 6. I will not contribute towards TOLATA costs, as your client has violated the Pre-Action Protocols (PDAPC).

Mr. Walker may retrieve his personal belongings; however, as I have contributed to the cost of the couch, it will only be removed on my moving-out date, not any earlier. The television was not paid for by your client but by the home insurance, to which your client failed to contribute. If your client wishes to share in the profits from the sale of the LG TV, he will need to reimburse me £523 (half the cost of the home insurance).

Mr. Walker disconnected the internet without prior warning, despite providing two months' notice to BT. I had to hire engineers to reinstall the internet, and as I am unsure of what they did with the router, I am unable to return it. Had Mr. Walker informed us of his decision to disconnect the internet in January, I could have facilitated the return of the router.

It is imperative that we begin addressing the necessary work on the house in order to prepare it for sale, rather than continue to deal with your client's unreasonable demands for compensation. If we could focus our communication on this matter, which is of urgent importance, it would be far more productive for your client.

I repeat: Had you reviewed my statement dated 25th October, you would understand that this is not a task for one person. I have already provided multiple quotes to your client and have spent considerable time contacting companies and builders since your client's arrest. The quotes are prepared, and I will not invest any further time in this matter. Additionally, I will not permit access to the property for anyone sent by Mr. Walker due to safety concerns.

To break down the issues and move forward, I suggest we begin by agreeing on the following:

- 1. The paint job
- 2. Bringing in the electrician to complete the work
- 3. Laying carpet on the first floor
- 4. Sanding and varnishing the wooden floor on the ground floor and staircase
- 5. Agreeing on flooring for the top floor (the most economical option between carpet or wood)

I look forward to receiving a response from you that addresses the renovations so that we can begin booking builders to complete these tasks as soon as possible, enabling us to put the house on the market. This matter should have already been dealt with following my email to Mr. Jones dated 13th December. Good builders are often booked months in advance, and there is likely to be additional waiting time now. I trust we can focus on this issue rather than continuing with further compensation requests directed at a victim of domestic abuse caused by your client.

Thank you, Irene Spalletti

2025-04, SRA



EDWARDS FAMILY LAW



Ms Irene Sara Spalletti

Our Ref: WAL/2579/00001

14 April, 2025

By email only: property 92@yahoo.com

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Ms Spalletti

Re: 92 Ollerton Road, London, N11 2LA

I have been instructed by Alexander Walker in respect of the above matter, in place of Hughes Fowler Carruthers. I had forwarded the required Notice of Change to your solicitors, though I understand you are now acting in person. Therefore, please find enclosed to this email the required form reflecting my formal involvement in the matter. Please may I ask that all correspondence moving forward be addressed to me.

I have been passed on your letter of 4 April 2025 to which I now refer. It is clear from your correspondence that, further to my client's WPSATC proposal dated 10 March 2025, there are still a number of disputed issues. Please note that these will not be addressed in this letter. My client hopes that these points can be agreed without the need to incur the costs of attending another Court hearing, and I will be writing separately to address the crucial issue of the distribution of the net proceeds of sale. At the moment, however, my client recognises that the issue of the refurbishment works to the property remains outstanding and needs to be dealt with urgently. My client's proposals in this regard are outlined below.

Electrician

I understand that you have no objections to Brian the electrician attending the property to conclude the work he had begun. This includes: (i) wiring the wall lights in the kitchen; (ii) installing sockets in the kitchen; and (iii) hanging wall lights around the property. I also understand that the electrician will not be able to issue the electrical safety certificate until the works are completed.

I am instructed that you already have the electrician's personal number. My client proposes that you write to the electrician within 14 calendar days to arrange a date and time for him to attend the property and finish the works. In addition to this, my client believes that the wall lights have not yet been sourced. He is happy for you to choose these if you prefer, provided that the cost of

each wall light does not exceed £20. If you would rather my client choose the lights, please do let me know and he will do so forthwith.

Upon completion of the works, the electrician will produce an invoice, and this will be paid by my client. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him.

Building works

My client instructs me that he has contacted Paul, the builder, and he has confirmed that the essential works can be completed within your preferred timeframe of 8 consecutive hours. These works include: (i) closing the hole in the attic; (ii) removing the wallpaper and plaster landing; (iii) removing the carpet in the little office, under the desk; (iv) fixing the toilet on the top floor: and (v) removing the fireplace/burner and safely disposing of the same.

As you may know, these works have already been paid for. My client understands your frustration at having had to facilitate access over a number of weeks, and he agrees that no *additional* work should be completed by this builder, but it would be inappropriate to seek a different workman when funds have already been invested. My client therefore proposes that you get in touch with the builder directly within the next seven days and let the builder have a list of dates in which you would be happy for him to attend, so he can choose one. For the avoidance of doubt, the builder's phone number is +44 7442456060.

Decoration

I have had sight of the quotes obtained by you and appended to your witness statement for the Family Law Act proceedings. Unfortunately, while my client appreciates the effort that has gone into contacting these parties and obtaining these estimates, he believes these to be prohibitively expensive.

I understand the position is as follows: the property must be sold as soon as possible, and certainly before the existing mortgage rates increase in February 2026, together with stamp duty land tax and purchase costs. In reality, decoration works are not essential for the property to be sold. The property *can* be sold without the decoration being carried out – the only difference being that it may need to be marketed at a lower price.

In your letter of 4 April 2025, you state that you do not agree to the property being marketed for a price which would have you recover less than your initial contribution. Unfortunately, the legal position is clear. Upon conclusion of the TOLATA proceedings the judge can, and indeed may, make an order that the property be sold expeditiously. The judge may even order that the house be sold as is (i.e. without the completion of any non-essential works). The price the property is marketed at will depend on estate agents' valuations and, pending additional contributions paid to

my client, both parties will ultimately share in any proceeds. Irrespectively of whether these will represent a favourable return, or a loss.

My client proposes that, after the electrician and builder have completed the essential works, you allow an estate agent to conduct a valuation of the property as is, and share the same with him. This is usually free of charge, and it will give both parties an idea of what price you are likely to achieve for the property in its current condition.

If you are unhappy with the price suggested by the estate agents and you wish for the property to be marketed at the best possible price, then my client proposes that he find and engage a painter through AirTasker (to paint the walls where damage has been done due to electrics and plastering in the same colour as the kitchen), and a carpet layer (to carpet the top floor attic with grey carpet). He proposes that he put forth three potential workmen for your approval. You can then meet with each and decide which one you prefer. Should you not be satisfied with the options provided by my client, you are of course free to suggest someone else. If you and my client cannot agree to a workman, then the property will just need to be sold as-is.

Once again, my client confirms he will pay for these works. This is on the condition that once the property is sold, my client will recover the cost of these works from the proceeds of sale, *before* these are distributed as 50% to you and 50% to him. Please could you confirm you agree to this, so the necessary arrangements may be made. In your response to this letter, please include pictures of all areas needing repainting, and the floor plans of the property: these will be needed to obtain a quote.

As you may appreciate, my client's legal costs are rising with each letter. As a result of this, it will soon become disproportionate to negotiate the cost of decoration. If both parties wish to achieve the best possible price for the property, then negotiations must be expeditious and productive in this regard.

I trust that the above proposals are uncontroversial. To ensure that a timeframe can be established and the works can commence as soon as possible, could I kindly request you respond to this letter by 4pm on Monday, 21 April 2025, confirming whether you agree with my client's proposals.

I look forward to hearing from you.

Yours sincerely,

Chiara Longo Associate Solicitor Mrs Chiara Longo Edwards Family Law 5 Southampton Place London WC1A 2DA

Your Ref: WAL/2579/00001

17 April 2025

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Mrs Longo,

Re: 92 Ollerton Road, London, N11 2LA

I am writing to acknowledge receipt of your recent letter, which has been gratefully received. I wanted to send a brief response while I prepare a more detailed reply. Please note that this letter has been written quickly due to a lack of time, and I apologise for not addressing all the points or for any errors.

Thank you for your constructive and pragmatic approach to this matter. I genuinely appreciate the clarity and tone of your correspondence, and I hope we can continue to make progress in a collaborative and efficient manner.

As you may appreciate, I am currently managing significant demands on my time and resources as a litigant in person. Much of my energy is currently being directed towards responding to your client's court proceedings, as well as dealing with the aftermath of issues caused by his previous solicitor.

Understandably, I am deeply disappointed by the current condition of the property, which was originally purchased with the intention of being a family home. Due to my financial situation, I am left with no option but to support the prompt sale of the property. Nevertheless, my position remains unchanged with respect to the essential renovation works that I believe must be undertaken before the property is placed on the market, in order to mitigate further financial losses for both parties.

To clarify, my inclusion of contractor quotes in my Family Law Act statement was intended to demonstrate the extent of the deterioration—not as an endorsement of any particular provider. At the time, my focus was on preparing my statement for the Non-Molestation Order, rather than on conducting a thorough comparison of building services.

That said, I am open to sourcing fresh, competitive quotes for the required works and will gladly share these with your client for his review. I trust we can agree on a neutral, independent professional to carry out the work. However, I must reiterate that, for safeguarding reasons, I will not permit access to any contractor connected to or arranged by Mr Walker. This position is non-negotiable and reflects ongoing safety concerns and the terms of existing protective orders.

Given the recent decisions made by your client—including those relating to the former builder and solicitor—I am confident that I am well-placed to identify suitable and competent professionals for the task at hand.

Estate agents have already confirmed that the current condition of the property has significantly impacted its market value and its appeal to prospective buyers, particularly families. Some of the key issues requiring urgent attention include:

- Stripping wallpaper and repainting (particularly the hallway and staircase);
- Replacing the carpet on the first floor;
- Sanding and properly finishing the wooden flooring on the ground floor and stairs (including the edges, which currently present a safety hazard);
- Installing either carpet or wood flooring in the loft (whichever is more cost-effective).

These are not superficial concerns—they directly affect both the safety and marketability of the property. Accordingly, I propose the following:

- I will obtain new quotes for the agreed renovation tasks.
- I will share these with you for your client's consideration and selection.

With regard to the electrical work, I had recently contacted the electrician to arrange completion of the outstanding tasks. However, he advised that further payment would be required in order to proceed—something I am not in a position to accommodate at this time. I acknowledge your letter's contents confirming that your client is willing to advance payment for these works, pending recovery from the proceeds of sale. I am prepared to arrange access for the electrician.

If your client is genuinely focused on achieving a swift and fair sale, I would invite him to withdraw the current civil application. This would enable me to redirect my limited time and resources toward completing the property's renovation in good faith.

I remain open to constructive dialogue and to engaging in alternative forms of dispute resolution (ADR), including mediation, in the interests of avoiding further unnecessary expense and delay.

I will shortly provide photos and videos of the areas in need of attention, along with the updated quotes. In the meantime, I would appreciate confirmation that the approach outlined above is acceptable, so that practical arrangements can begin.

Finally, I will await your confirmation as to which matter your client wishes me to prioritise—preparing the property for sale, or responding to his civil claim. As I am sure you appreciate, preparing a full defence in civil proceedings is substantially more time-consuming than the initial statement I submitted.

Kind regards, Irene Spalletti Your ref: RGC/000151100 Irene Sara Spalletti
92 Ollerton Road N11 2LA, London
irene.spalletti@gmail.com
07412 604 767

To: Dean Spencer Solicitors Regulation Authority (SRA) By email: dean.spencer@sra.org.uk

18 April 2025

Formal Complaint Against Ms Sarah May Yi Walker of Hughes Fowler Carruthers

Dear SRA Complaints Team,

I am writing to formally file a complaint against Ms. Sarah May Yi Walker, Senior Associate at Hughes Fowler Carruthers, who is acting on behalf of my ex-partner, Mr. Walker, in an ongoing family and property dispute. Ms. Walker's actions have caused me significant emotional, financial, and psychological harm, undermined the legal process, and perpetuated the abuse I have suffered.

I respectfully request that the content of this complaint remains confidential and is not disclosed to Ms. Walker or her firm. While I understand that my complaint will be investigated in accordance with SRA procedures, I am concerned that sharing its full details may result in further distress or retaliation. I trust that the SRA will handle this matter with due sensitivity.

I believe her conduct has breached SRA Principles and may violate legal standards, including:

- Harassment laws
- The Domestic Abuse Act 2021
- Family Procedure Rules
- Equality obligations
- Data protection breach
- The Human Rights Act 1998

Background

- My ex-partner and I jointly own a property purchased in February 2024. Since then, the property has lost £60,000 in value, and we have incurred an additional £60,000 in losses due to renovations and other property-related costs. The property requires essential building works to regain its value before it can be put back on the market.
- On 1 September 2024, my ex-partner was arrested and remains on six-month bail, with conditions
 preventing him from returning to the property or contacting me directly.
- The case is now with the Crown Prosecution Service (CPS), where my ex-partner faces multiple charges, including controlling and coercive behaviour and domestic abuse.
- I have been granted a Non-Molestation Order for my protection.
- Due to financial hardship, I am currently unrepresented in these proceedings.

Financial disparities

- I am in severe financial distress due to my ex-partner's abuse and coercion. He stole all my savings—over £10,000—leaving me with less than £10 to my name. This is fully detailed in my 320-page statement, supported by extensive evidence.
- I rely on £400 per month in Universal Credit and financial support from family and friends to cover my £1,600 monthly mortgage and heating costs.
- In contrast, Mr Walker earns £109,560 annually and has over £150,000 in savings and assets.

Summary of complaint

Mrs. Walker's actions as Mr. Walker's solicitor have been excessive, aggressive, and harassing. Despite being aware of my vulnerable position as a domestic abuse survivor leaving me with traumas affecting my mental health, she has exploited the power imbalance between Mr. Walker and me.

Coercion & Harassment Despite My Unrepresented Status

Since my ex-partner's arrest in September 2024, I have relentlessly sought affordable legal representation through legal charities and organisations, with over 188 pages of search efforts, including:

- Phone calls and in-person appointments
- Assistance requests including to RCJ Advice, Support Through Court, FLOWS, the Royal Courts of Justice, Legal Choices, We Are Advocate and The University of Law.

Despite these extensive efforts, I have remained legally unrepresented, a fact Ms Walker has been fully aware of. Despite knowing this, she has:

- Persistently pressured me to agree to unreasonable terms
- Escalated communication aggressively, placing immense pressure on me.

Relentless Harassment Through Excessive Communication

Ms Walker repeatedly contacted me on the following dates:

November: 5, 8, 11, 12, 14, 18, 20, 21, 22, 25

December: 13

January: 10, 13, 15, 17, 20, 21, 22, 23, 27, 30, 31

• February: 3, 4

This aggressive and excessive communication has exacerbated my distress and placed immense pressure on me, fully knowing that:

- I lack legal representation.
- I am a survivor of documented domestic abuse and coercion.
- I have no financial means to respond through a solicitor.

I believe this behaviour violates the SRA's ethical obligations and demonstrates a deliberate abuse of legal power to intimidate an unrepresented and financially vulnerable party.

Ms Walker's Disregard for Evidence of Domestic Abuse & Coercion

Ignoring Overwhelming Evidence of Abuse

My first statement to the court, in support of a non-molestation and occupation orders application was nearly 400 pages long, including:

- Extensive exhibits.
- Audio files documenting the abuse.

This evidence, along with the involvement of the police and the council, leaves no doubt as to her client's responsibility for domestic abuse, control, and coercion. Despite being fully aware of this overwhelming evidence, Ms Walker has:

- Dismissed and minimised the abuse I suffered.
- Used her position to protect and enable an abuser.

Her conduct contradicts SRA Principles and legal ethical standards, particularly in cases involving documented domestic abuse survivors.

False Claims About Bail Conditions

Ms Walker has falsely claimed that her client is "on bail for breaking a lamp", when in reality:

- He was arrested on 1 September 2024 and remains on six-month bail.
- The case is currently with the Crown Prosecution Service (CPS).
- He faces charges of controlling and coercive behaviour and domestic abuse.
- I have been granted a Non-Molestation Order with power of arrest for my protection, allowing me to remain in the property without her client's interference until 25 October 2025.

By trivialising the abuse I have suffered, Ms Walker is:

- Undermining the severity of domestic violence.
- Perpetuating harmful narratives that enable abusers.
- Acting in a discriminatory and insensitive manner towards victims of domestic abuse.

Her conduct sends a damaging and appalling message—that unless a victim of domestic abuse has £20,000 to fight solicitors in court, they are better off remaining in an abusive relationship.

This is not only legally and ethically unacceptable but also a terrifying and dangerous precedent that the SRA must investigate and address immediately.

Persistent Harassment & Coercion

- On 5 November, immediately after receiving the non-molestation order and hearing date, Ms. Walker imposed arbitrary deadlines for me to sign undertakings.
- She persistently harassed me with repeated communications on multiple dates (8, 11, 12, 14, 18, 20, 21, 22, 25 November).
- She threatened that failure to comply would result in a £10,000 legal bill, despite court guidance that these issues should be addressed at the hearing.

Unreasonable Financial Demands & Legal Threats

Ms. Walker's communications were made in response to my first statement, which means she was obligated to read and consider its contents before issuing further harassing communications. In my first statement (nearly 400 pages, including exhibits and audio files of abuse), I made it absolutely clear that:

- I cannot afford to buy her client out.
- I am struggling to meet basic financial needs.
- I have no access to legal aid or legal support.

Despite this, she proceeded to issue a Letter Before Action on 13 December, threatening a TOLATA application unless I complied by 13 January with one of the following completely unreasonable demands:

- Pay £213,020 by 31 January 2025, despite my well-documented financial hardship and with no legal basis.
- Accept a property overvaluation of £103,000 (£903,000 vs actual £800,000).
- Pay an additional £15,000 in compensation to her client—my abuser.

OR:

- Put the house on the market immediately by 20 January 2025, despite the court order allowing me to be the sole occupier of the property until the 25 October 2025
- Divide furniture/chattels equally, despite extensive evidence that my ex did not contribute to household or furniture costs and actually used it as financial control to manipulate and abuse me.

Ms. Walker then aggressively followed up on multiple dates: 10, 13, 15, 17, 20, 21, 22, 23, 27, 30, 31 January, 3, 4 February, further escalating the pressure.

Coercion Through Financial Abuse

• I am not eligible for legal aid, cannot afford a solicitor, and since my ex-partner's arrest resulting in him never reimbursing me, I have been forced to apply for Universal Credit and survive on £400 per month.

- Despite my clear inability to meet these demands, Ms. Walker coercively Forced me into further debt—l had to borrow £3,000 to seek legal representation following her Letter Before Action on 13 December, and calculated this would have been proven extremely difficult due to the Christmas holidays.
- Despite my solicitor confirming on 10 January that they were in the process of being instructed, Ms.
 Walker continued escalating pressure rather than following standard professional conduct.
- Deliberately consumed my legal budget—She continued to chase my solicitor unnecessarily, ensuring that all my available legal funds were drained before I could even respond to their demands.

Intentional Financial Deprivation & Coercive Control

Despite the fact that I followed their dictated process, Ms. Walker and her client ignored it and proceeded with the TOLATA application anyway. I am now being threatened with liability for all application-related costs, exceeding £25,000.

This Is Financial & Coercive Control—A Premeditated Manipulation

The sole reason I am in this financially crippling situation is because of Ms. Walker's abusive legal tactics and her client's relentless abuse and financial control he is continuously having over me. They deliberately stripped me of all available funds.

- Deliberately deprived me of the ability to access legal representation through economic abuse.
- They are now exploiting this financial vulnerability to take me to court, knowing I have no means to fight back.
- I believe these actions amount to serious misconduct, economic abuse, and coercion, warranting urgent investigation by the SRA. This is not just a legal dispute— it is premeditated manipulation.

Data Protection Breach (ICO Complaint Pending)

Ms. Walker and her firm breached data protection regulations by sending highly sensitive information (including my ex-partner's statement) on 3 February to Mr. Pennisi, despite clear instructions on 15 January that neither he nor I wished to be contacted. Given that police bail conditions were also amended to prohibit this, I have now reported this to the ICO.

Human Rights Violations & Psychological Impact

- My GP has raised concerns about the impact of this harassment on my mental health.
- I have been left feeling suicidal multiple times due to this relentless pressure.
- I have prepared my will and provided all evidence to the detective in charge of my ex's prosecution in case their legal threats push me to act on these thoughts.

This constitutes inhuman or degrading treatment under Article 3 of the Human Rights Act 1998. Additionally, by financially depleting me to the point where I cannot participate in the legal process, I believe she has also violated Article 6 (Right to a Fair Trial).

Potential Misrepresentation of Legal Costs

I also request that the SRA investigates whether my ex-partner is genuinely paying the legal fees he is threatening me with, or whether these funds are being returned to him through alternative means.

During a recent court hearing, Ms Walker and her firm claimed £7,000 in legal costs, but the judge only approved £1,600, raising serious concerns about the accuracy and legitimacy of the invoices provided. Given my ex-partner's history of financial control and coercion, I believe it is necessary to verify whether these legal costs are being falsely inflated or manipulated.

Knowing his character and history of financial coercion, I find it highly unlikely that he would personally finance the extortionate costs of such persistent and aggressive legal harassment. Given his pattern of economic abuse, I strongly suspect that he would not willingly spend his own money on these legal proceedings unless there was a way for him to recover those funds through undisclosed means.

Additionally, his uncle is a well-established retired family law solicitor, who is likely to have connections to Hughes Fowler Carruthers or its network. This raises further concerns about the true source of funding for these legal fees and whether my ex-partner is receiving financial or professional support through informal or undisclosed arrangements.

If my ex-partner is not actually paying these fees or is being reimbursed by Ms Walker's firm, his uncle, or any third party, then these legal threats would amount to further financial abuse and intimidation. I request that the SRA thoroughly investigates this matter to ensure full compliance with ethical billing practices and financial transparency.

Request for Investigation & Action

Given the serious misconduct, coercion, and possible criminal behaviour, I formally request that the SRA investigates Ms. Walker and her firm for:

- Breach of professional ethics.
- Abuse of legal processes.
- Potential misrepresentation of legal costs
- Human rights violations under the Human Rights Act 1998.

I formally request an urgent investigation into Ms Walker's misconduct, as her actions have caused significant harm and raise serious ethical and legal concerns. I also urge the SRA to take immediate disciplinary action to prevent solicitors from misusing legal processes to further coercive control, financial abuse, and the re-traumatisation of abuse survivors.

Yours sincerely,

Irene Spalletti

Your ref: RGC/000151100

Irene Sara Spalletti 92 Ollerton Road N11 2LA, London irene.spalletti@gmail.com 07412 604 767

To: Dean Spencer

Solicitors Regulation Authority (SRA) By email: dean.spencer@sra.org.uk

18 April 2025

Impact statement to outline the emotional, financial, and psychological consequences of Ms Sarah Walker's actions

Dear Mr Spencer,

I believe I have now included everything you may need. I am extremely exhausted, so there may be some errors, for which I apologise in advance. I've done my absolute best to organise the large volume of documents, evidence, and correspondence for your review. If you require any further clarification, additional information, or explanation regarding any part of the file, I will do everything I can to provide it.

I've spent every single day since the proceedings began working on my defence against Ms Walker and her client. I don't wish to overstep, but I feel compelled to communicate just how profoundly Ms Walker's actions—and what I believe to be her abuse of power—have impacted my wellbeing and health. The consequences have been so serious that, at times, I have felt pushed to such extreme despair that I considered ending my life just to make it all stop.

My former partner was arrested on 2nd September 2024 and is still under investigation for various charges including but not limited to controlling and coercive behaviour, domestic abuse, financial control, harassment Following this, the judge granted me sole occupation of the property for 12 months, up to 25th October 2025, to give me time to recover from the trauma, resume my studies, and rebuild my life with the goal of becoming financially and socially stable again.

Instead, since that arrest, my life has become increasingly unbearable—largely due to Ms Walker's relentless legal pressure and disregard for my situation. I receive £393 per month in Universal Credit, while my outgoings related to the property are nearly £1,800 per month. I could never afford legal representation and have had no choice but to face Ms Walker's actions alone, day after day.

Mr Spencer, this has taken everything out of me. My mental health has severely deteriorated from the constant battle—having to teach myself legal processes, gather and present evidence, and repeatedly defend myself against accusations I knew to be baseless. The emotional toll is unimaginable.

Ms Walker's conduct has, in my view, amounted to a continuation of the same type of coercive control I escaped. For someone who has just found the courage to speak out and begin healing from domestic abuse, the experience of being dragged into this kind of relentless legal pressure should never be allowed to happen. It is retraumatising, unjust, and, I believe, an abuse of her position as an officer of the court.

I do not know whether Ms Walker's withdrawal from the case is connected to any action taken by the SRA. If it is, I struggle to find the words to thank you. I genuinely don't know how much more I could have endured. It is my sincerest hope that she will be held fully accountable for her actions and prevented from ever treating another person—especially a vulnerable survivor of domestic abuse—in this way again. The damage she has caused is not just legal or financial. It's personal. Deep. And long-lasting.

I was granted 12 months to rebuild my life, but that time has been stolen from me by this ongoing legal battle. Instead of healing, I have been forced to relive trauma, defend myself without legal support or resources, and live in a constant state of fear and isolation. I truly don't know if I will ever fully recover from the impact this has had on my mental health, my life, and my future.

My ex-partner took everything—my money, my friends, my peace of mind. I have no family here, no job, and I now depend on family support abroad to pay the mortgage. I am in debt because I was forced to instruct a solicitor, only for Ms Walker to ignore every attempt at communication and proceed directly to court in violation of pre-action protocols. Her strategy left me buried under legal stress. I had no means, no strength, and no guidance to face.

Please don't hesitate to reach out. I'd be more than happy to assist with any gaps or questions you might have and once again, thank you for giving this the serious attention it deserves.

Kind regards,

Irene Spalletti