

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,
Complainant,

v.

ANDREA MARIE ROEBUCK,
Respondent.

Supreme Court Case
No. SC21-1558

The Florida Bar File Nos.
2019-30,319 (5B);
2019-30,611 (5B);
2019-30,718 (5B)

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CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW the undersigned respondent, Andrea Marie Roebuck, and files this Conditional Guilty Plea pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

1. Respondent is, and at all times mentioned herein was, a member of The Florida Bar, subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent is acting freely and voluntarily in this matter and tenders this plea without fear or threat of coercion. Respondent is represented by counsel in this matter.

3. As to The Florida Bar File Nos. 2019-30,319 (5B); 2019-30,611 (5B); and 2019-30,718 (5B), there have been findings of probable cause by the grievance committee.

4. The disciplinary measures to be imposed upon respondent are as follows:

A. Two-year suspension from the practice of law requiring proof of rehabilitation; and

B. Payment of the bar's disciplinary costs.

5. Respondent acknowledges that, unless waived or modified by the Court on motion of respondent, the Court order will contain a provision that prohibits respondent from accepting new business from the date of the order or opinion and shall provide that the suspension is effective 30 days from the date of the order or opinion so that respondent may close out the practice of law and protect the interest of existing clients.

6. Respondent agrees to eliminate all indicia of respondent's status as an attorney on social media, telephone listings, stationery, checks, business cards, office signs or any other indicia of respondent's status as an attorney, whatsoever. Respondent will not hold herself out as a licensed attorney until she has been reinstated as a member of The Florida Bar eligible to practice law in Florida.

7. The following allegations provide the basis for respondent's guilty plea in this matter:

GENERAL ALLEGATIONS

A. In or around April 2012, Darrin Lavine, a nonlawyer, formed Titans Reserve Group, LLC. Titans Reserve Group operated as a private member association, known as Titans Reserve Group PMA, and provided members, who paid membership fees, with services to assist the members in challenging the validity of mortgage notes in their personal foreclosure defense cases. Titans Reserve Group provided its members with information as to how the members could handle their litigation, primarily foreclosure defense, as *pro se* litigants. Initially, respondent was employed directly by Titans Reserve Group, where she worked under Darrin Lavin and his wife, Lina Lavine, both of whom were nonlawyers.

B. Respondent opened her own law firm, Allegiant Law, P.A., on or about May 5, 2017, naming herself as vice president and Lina Lavine, as secretary. After forming Allegiant Law, P.A., respondent continued to work with Titans Reserve providing legal services to its members. The members would pay Titans Reserve Group for legal services, and Titans Reserve Group would pay respondent's salary as it had previously done. Titans Reserve Group was not a registered lawyer referral service in accordance with the Rules Regulating The Florida Bar.

C. Lavine ceased operations of Titans Reserve Group and became involved with The Resilient Group Inc., also known as Resilient Group PMA. Lavine referred members of Titans Reserve Group PMA to Resilient Group. Resilient Group was a private member association that focused on defending foreclosure cases by claiming the mortgage notes were fraudulent. Resilient Group also offered its members *pro se* support, such as motions and legal research.

D. In late 2017, respondent and another attorney began working with Allan Campbell's law firm Best Defense Law, both working as "of counsel". Best Defense Law would provide legal services to members of Resilient Group. Nonlawyers William Howell and Roderic Boling provided financial assistance to get Best Defense Law's office up and running. Boling and Howell were associated with Resilient Group with Boling eventually becoming the President of Trustees. Howell owned Orlando Ventures, Inc., and several other affiliated businesses that were involved in timeshare divestment. Howell's businesses solicited timeshare owners to hire his businesses to divest their timeshare interests. Howell was seeking a new law firm to handle the matters after having severed his

relationship with Timeshare Lawyers, Inc. and/or Timeshare Lawyers, P.A. Best Defense Law took over handling Howell's timeshare divestment cases. None of Howell's timeshare divestment companies were registered lawyer referral services in accordance with the Rules Regulating The Florida Bar. Howell and/or Boling provided the case managers to handle the timeshare divestment work and exercised ultimate control over them.

E. When Howell and Boling came to Campbell to start doing foreclosure defense and bankruptcy cases in late 2017, they agreed that they would bring on two attorneys, respondent and Lim, to do the foreclosure defense cases. Respondent and Lim were given office space in the same building as Best Defense Law and were paid a salary from Campbell's law firm, which was funded by Howell and Boling.

F. The foreclosure cases included cases respondent and Lim already had and new cases that came to Best Defense Law, mainly from Resilient Group. Members paid Resilient Group an initial fee of \$1,000.00 per property and \$600.00 per month per property until the foreclosure case was completed. Resilient Group membership fees included payment for legal services to be provided

by its experienced team of foreclosure lawyers, according to Resilient Group's website. The former members of Titans Reserve Group PMA and the members of Resilient Group PMA were not given a choice of attorneys to hire directly and, instead, their legal matters were referred to Best Defense Law and assigned, then often re-assigned, to attorneys without prior notice to the clients. Neither Resilient Group PMA nor The Resilient Group, Inc., were registered lawyer referral services in accordance with the Rules Regulating The Florida Bar.

G. When respondent and Lim began working with Best Defense Law, it was decided that all cases would be filed with the courts using Campbell's name and e-filing credentials. Campbell's password for both state and federal court e-portal filing systems were available to office staff. In foreclosure cases, after Campbell's notice of appearance was filed in a case, Lim and/or respondent would handle the case going forward.

H. Boling, a nonlawyer, began to exert increasing control over the operations and employees of Best Defense Law. Boling became concerned that Campbell also would leave. In anticipation of Campbell's departure, respondent formed a similarly named entity

called Best Defense Law, P.A. The name was dictated to respondent by Boling, who did not want clients to learn of any change in ownership of the law firm.

I. In or around March 2018, Campbell abruptly left Best Defense Law without prior notice, never returning to the office. Respondent's new firm, Best Defense Law, P.A., became operational upon Campbell's departure. Best Defense Law, P.A., was a separate entity from Allan Campbell's firm. Without a discussion or agreement with Campbell, respondent took over all cases pending at Best Defense Law, except for Campbell's criminal matters. Substitutions of counsel were not filed, and the clients were not noticed. Respondent simply continued on with the cases as if Campbell had not left, and no one outside of Best Defense Law was notified of his departure.

J. Respondent operated Best Defense Law, P.A., along the same lines as Campbell had operated Best Defense Law. Respondent testified during a sworn statement in this disciplinary matter that the timeshare portion of the cases supported her law firm, Best Defense Law, P.A., including paying for the legal services for the foreclosure cases. Respondent explained that it was like being

retained by a client, which was Orlando Ventures, to do the timeshare operations. The timeshare unit owners, however, believed respondent to be their attorney, and this belief was bolstered by Howell and his various business entities.

K. Respondent did not directly supervise the timeshare case managers, who by this time had been relocated to another office suite in a different part of the building where they were under the control and direction of Boling and/or Howell. Respondent did not communicate directly with all of the timeshare clients. The case managers, rather than respondent, routinely negotiated with the timeshare resorts, usually by letter or telephone. Respondent delegated virtually all negotiation responsibility to the case managers and exercised no meaningful supervision.

L. After Campbell left, respondent also continued providing legal services to members of Resilient Group, who paid monthly membership fees to Boling with the understanding that a portion of the fees would be used to provide legal services in connection with their pending foreclosure cases. Respondent continued receiving her salary of \$1,000.00 per week.

M. Respondent also acknowledged that Boling drafted complaints and motions that he provided to respondent and/or Lim to use in the foreclosure defense cases as well as letters for the timeshare cases. Boling had input on the foreclosure defense cases that came from Resilient Group and were handled by Best Defense Law. Boling acted as a liaison between Best Defense Law and the Resilient Group clients. Boling was routinely included in law firm meetings regarding client matters despite Boling not being an employee of Best Defense Law. Boling had access to attorney-client privileged matters. Further, Howell and/or Boling had access to all timeshare attorney-client privileged information.

N. Respondent's testimony changed over time during her multiple sworn statements in this disciplinary matter, especially regarding Boling's involvement with Best Defense Law and the funding of the firm. Respondent's lack of control over her law firm enabled Boling and Howell to use Best Defense Law, P.A., to achieve their own business objectives, all of which, if engaged in by an attorney, would be a violation of the Rules Regulating The Florida Bar.

COUNT I
THE FLORIDA BAR FILE NO. 2019-30,319 (5B)

O. Beginning in or around August 2016, Thousand Hills Golf Resort, located in Missouri, began receiving letters from attorney Patrick Thompson of Timeshare Lawyers regarding Donald and Margaret Donovan, who allegedly owned a timeshare at the resort.

P. Daniel C. Ruda, president of Thousand Hills Golf Resort, notified Thompson repeatedly that Thompson was addressing the wrong entity as the resort did not engage in the timeshare business and the Donovans did not own a unit at this resort. Thompson failed to correct the misidentification issue, resulting in Ruda issuing a cease a desist letter to Timeshare Lawyers.

Q. After Howell transferred the Donovan case to Campbell's Best Defense Law, Campbell wrote to Thousand Hills Golf Resort on January 15, 2018, reasserting the same allegations on behalf of the same clients that were previously proclaimed by Thompson in 2016. After receiving Campbell's letter, Ruda called the phone number listed on the letter and again advised of the erroneous information.

R. In May 2018, a letter was sent to Thousand Hills Golf Resort with respondent's signature on it, stating that Best Defense

had been unable to successfully attain the resort's cooperation on behalf of the Donovans and their alleged timeshare.

S. Ruda repeatedly advised each of the ensuing attorneys by telephone, postal letter, fax, and email that Thousand Hills Golf Resort was a whole-ownership resort with no timeshare option available and had no connection with the Donovans.

T. Respondent took no action to correct the issue and identify the correct timeshare resort where the Donovans owned a unit.

U. Clients from the lists provided by Howell and/or Boling were assigned to a nonlawyer case manager to handle the matter with no meaningful attorney input or supervision.

V. Respondent referred to these lists as "leads" and acknowledged that Best Defense Law, P.A.'s timeshare divestment department operated off of a lead system. Respondent confirmed that the leads were lists of timeshare owners who had been directly solicited and offered timeshare exit services.

W. Respondent did not log on to the case management system that held the information for the timeshare cases and, instead, relied entirely on the nonlawyer case managers to utilize the case

management system supplied by Howell and/or Boling to process all timeshare cases.

X. The Donovans' case had been purchased by Howell's company years earlier and eventually was assigned to Best Defense Law, then later to Best Defense Law, P.A., years after the Donovans started the timeshare divestment process.

Y. Respondent never communicated with the Donovans, was not aware whether they still required divestment services, or even whether they still were alive.

Z. Respondent permitted a situation to exist whereby the case manager shared the Donovans' confidential health information with a third party not related to the case.

8. The following Rules Regulating The Florida Bar provide the basis for the discipline to be imposed in this matter: 3-4.3 (Misconduct and Minor Misconduct); 4-1.1 (Competence); 4-1.4 (Communication); 4-1.5(a) (Illegal, Prohibited, or Clearly Excessive Fees and Costs); 4-1.6(a), (e) (Confidentiality of Information); 4-1.8(f) (Conflict of Interest; Prohibited and Other Transactions); 4-5.3 (Responsibilities Regarding Nonlawyer Assistants); 4-5.4(a), (c), (d), (e) (Professional Independence of a Lawyer); 4-5.5(a) (Unlicensed Practice of Law; Multijurisdictional Practice of Law); 4-

5.7(a), (b), (c) (Responsibilities Regarding Nonlegal Services); 4-7.18(a) (Direct Contact with Prospective Clients); 4-7.22 (2013, 2018) (Referrals, Directories and Pooled Advertising); 4-8.4(a), (c) (Misconduct); 4-8.6(b), (c), and (d) (Authorized Business Entities).

COUNT II
THE FLORIDA BAR FILE NO. 2019-30,611 (5B)

A. During a status conference hearing in Van Dyke v. JP Morgan Chase Bank, et al, Case Number 6:18-cv-00406-JA-DCI, held on June 15, 2018, in the United States District Court, Middle District of Florida, Orlando Division, respondent appeared on behalf of the plaintiff and demonstrated a fundamental lack of familiarity with the Federal Rules of Procedure. Respondent failed to comply with the requirement that she advise the court as to the position of all parties with respect to respondent's motion seeking an extension of time to respond to multiple motions to dismiss. Respondent presented the position of only one party, causing the court to enter an erroneous order. The court directed respondent to take specific steps to become competent to practice before it, namely to familiarize herself with the federal rules of procedure, to become involved with the Federal Bar Association and Inns of Court, and to locate an

attorney who could mentor her. Respondent assured the court she would take the recommended steps to become competent to practice law in the United States District Court but failed to do so and persisted in filing documents and making arguments that demonstrated that she did not understand fundamental procedures and requirements.

B. Thereafter, and during the time that respondent was with Best Defense Law, respondent represented Jodell Altier, a member of Resilient Group, in an appeal of a bankruptcy court order. The initial notice of appeal was filed on March 7, 2018, using Campbell's e-filing credentials and his signature was affixed to the pleading. The notice of appeal was filed around the time that Campbell's association with Boling ended, and he left Best Defense Law. Campbell denied either knowing or representing Jodell Altier. On September 7, 2018, the court held a status conference hearing in the matter. Respondent appeared as counsel for Jodell Altier after being contacted by either Boling or Lavine. Respondent was not sufficiently competent to handle the matter and had not taken the reasonably necessary steps to become competent despite a previous court admonition. The court ordered the parties to submit a discovery

schedule for the court to incorporate into its written order.

Respondent failed to comply, resulting in the court again issuing an order to show cause. On January 8, 2019, respondent and attorney Stafford Shealy appeared at the evidentiary hearing on behalf of Jodell Altier. During the hearing, it came to light that Kelley Andrea Bosecker drafted documents for Jodell Altier to file *pro se* in the matter at a time when Bosecker was suspended but not yet disbarred. Upon inquiry from the court, respondent denied that Bosecker helped her prepare any of the documents filed but acknowledged that she consulted with Bosecker on the case and other cases despite being aware of Bosecker's suspension and/or disbarment. The court was unable to discern who filed the notice of appeal using Campbell's credentials. At the January 8, 2019, hearing, the court ultimately granted Jodell Altier an extension of time to file an appellate brief with the judge stating: "I think under these circumstances I have to give a layperson who's dealing with the lawyers in this case the benefit of the doubt." After which, the judge referred this matter to the bar for further investigation.

C. Respondent made misrepresentations to the federal court through her deposition for the evidentiary hearing to be held in the

Altier's bankruptcy appeal. Respondent misrepresented her working relationship with Campbell, Boling and Resilient Group and regarding the manner in which cases were filed and worked up when working with Campbell's Best Defense Law firm.

9. The following Rules Regulating The Florida Bar provide the basis for the discipline to be imposed in this matter: 3-4.3 (1993, 2018) (Misconduct and Minor Misconduct); 4-1.1 (Competence); 4-1.3 (Diligence); 4-1.4(a) (Communication); 4-1.5(a) (Illegal, Prohibited, or Clearly Excessive Fees and Costs); 4-1.6(a), (e) (Confidentiality of Information); 4-1.8(f) (2010, 2018) (Conflict of Interest; Prohibited and Other Transactions);); 4-3.3(a) (Candor Toward the Tribunal); 4-5.3 (Responsibilities Regarding Nonlawyer Assistants); 4-5.4(a), (c), (d), (e) (Professional Independence of a Lawyer); 4-5.7(a), (b), (c) (Responsibilities Regarding Nonlegal Services); 4-7.18(a) (2013, 2018) (Direct Contact with Prospective Clients); 4-7.21(f) (Firm Names and Letterhead); 4-7.22 (2013, 2018) (Referrals, Directories and Pooled Advertising); 4-8.1 (Bar Admission and Disciplinary Matters); 4-8.3(a) (2006, 2019) (Reporting Professional Misconduct); 4-8.4(a), (c), (d) (Misconduct); and 4-8.6(b), (c), and (d) (Authorized Business Entities).

COUNT III
THE FLORIDA BAR FILE NO. 2019-30,718 (5B)

A. On or about October 28, 2017, Joan Risse and Earl Johnson, residents of North Carolina, attended a seminar in North Carolina concerning timeshare divestment. Risse and Johnson paid Title Transfer Company, LLC, a company located in Missouri, \$2,995.00 and \$1,500.00 for lawyer services to divest their joint interest in a timeshare they owned at a resort in South Carolina.

B. After several calls, Risse received a letter from Jessica Billings, a case manager, explaining that Best Defense Law, P.A.'s representation of Risse and Johnson was paid in full by Time Share Lawyer Services. The correspondence also included a letter with respondent's signature that was sent on or about July 6, 2018, to Palmera Vacation Club in Hilton Head, South Carolina, on Best Defense Law letterhead. The letter included personal information regarding Johnson's health and both Johnson and Risse's financial situation.

C. Risse received no further communication from respondent and all attempts to contact respondent through October 2018 at the telephone number provided were unsuccessful. The telephone went unanswered, and no messages could be left.

D. Johnson, the co-owner of the timeshare with Risse, passed away in December 2018 without the divestment issue having been resolved.

E. Respondent permitted a situation to exist whereby nonlawyer staff used respondent's signature on correspondence with clients, such as Risse. As a result, respondent had no personal contact with Risse and Johnson and had no knowledge as to what legal services had or had not been provided to Risse and Johnson.

10. The following Rules Regulating The Florida Bar provide the basis for the discipline to be imposed in this matter: 3-4.3 (Misconduct and Minor Misconduct); 4-1.1 (Competence); 4-1.4 (Communication); 4-1.5(a) (Illegal, Prohibited, or Clearly Excessive Fees and Costs); 4-1.6(a), (e) (Confidentiality of Information); 4-1.8(f) (Conflict of Interest; Prohibited and Other Transactions); 4-5.3 (Responsibilities Regarding Nonlawyer Assistants); 4-5.4(a), (c), (d), (e) (Professional Independence of a Lawyer); 4-5.5(a) (Unlicensed Practice of Law; Multijurisdictional Practice of Law); 4-5.7(a), (b), (c) (Responsibilities Regarding Nonlegal Services); 4-7.18(a) (Direct Contact with Prospective Clients); 4-7.22 (2013, 2018) (Referrals, Directories and Pooled Advertising); 4-8.4(a), (c) (Misconduct); 4-8.6(b), (c), and (d) (Authorized Business Entities).

11. In mitigation, respondent does not have a prior discipline record [Florida's Standards for Imposing Lawyer Sanctions 3.3(b)(1)]; and respondent was experiencing personal and health issues at the time of the offenses in this matter [3.3(b)(3), (8)]. Respondent was dealing with a significant break up with her fiancé in November 2017 and then fell ill with bronchitis for about 2-3 months, starting in December 2017. In addition, respondent believed that Orlando Ventures was her client and that she was doing pro bono work for certain members of Resilient Group for whom she chose to do legal work. After Allan Campbell left without notice to anyone, respondent was trying to continue working on the cases and representing the clients. However, respondent separated from the nonlawyers and stopped doing work for them when she felt the nonlawyer was trying to take over the firm. In doing so, respondent changed the name of her law firm and the address so that the nonlawyers could not use her firm's likeness to confuse potential customers into thinking they were working with her law firm. Finally, respondent has since gained membership in the Orlando Chapter of the Federal Bar Association, George C. Young American Inns of Court, Orange County Bar Association, and Seminole County Florida Association of Women Lawyers as suggested by the underlying federal judge in this matter.

12. The Florida Bar has approved this proposed plea in the manner required by Rule 3-7.9.

13. If this plea is not finally approved by the referee and the Supreme Court of Florida, then it shall be of no effect and may not be used by the parties in any way.

14. If this plea is approved, then respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q) in the amount of \$7,874.14. These costs are due within 30 days of the Court order. Respondent agrees that if the costs are not paid within 30 days of this Court's order becoming final, respondent shall pay interest on any unpaid costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy. Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final Court order, unless deferred by the Board of Governors of The Florida Bar.

15. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement and is also evidence of

good faith and fiscal responsibility. Respondent understands that failure to pay the costs of this proceeding may reflect adversely on any reinstatement proceedings or any other bar disciplinary matter in which respondent is involved.

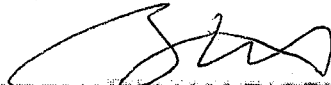
16. This Conditional Guilty Plea for Consent Judgment fully complies with all requirements of the Rules Regulating The Florida Bar.

Dated this 14th day of March, 2022.



ANDREA MARIE ROEBUCK
Respondent
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andrear@mandarichlaw.com

Dated this 14 day of March, 2022



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Dated this 15th day of March, 2022.

A handwritten signature in black ink, appearing to read "Laura N. Gryb". The signature is written in a cursive style with a large, looping initial "L".

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