

IN THE SUPREME COURT OF FLORIDA
(Before a Referee)

THE FLORIDA BAR,
Complainant,

Supreme Court Case
No. SC21-1086

v.

The Florida Bar File Nos.
2019-00,409(2B); 2019-00,615(2B)

ROGER ALAN ANDREWS,
Respondent.

_____ /

CONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

COMES NOW, the undersigned respondent, Roger Alan Andrews, 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 not represented in this matter.

3. As to The Florida Bar case numbers 2019-00,409(2B); 2019-00,615(2B), there has been a finding of Probable Cause by the Grievance Committee.

Received, Clerk, Supreme Court

FEB - 4 2022

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

A. Public Reprimand by publication;

B. Ethics School; Respondent will attend Ethics School within 6 months of the date of the Court's order accepting this Consent Judgment and pay the \$750.00 fee associated with the workshop; and

C. Payment of The Florida Bar's costs.

5. The following allegations and rules provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter:

COUNT I – TFB #2019-00,409 – COMPLAINT OF MICHELLE BURT

A. On April 25, 2011, respondent filed a notice of appearance and a petition for benefits on behalf of Michelle Burt ("Ms. Burt") in her worker's compensation case.

B. On May 24, 2011, a response to petition for benefits was filed and authorization was given to the treating physician for Ms. Burt to resume treatment.

C. On June 17, 2011, respondent filed a notice of voluntary dismissal of petition for benefits.

D. On November 14, 2011, respondent filed a petition for benefits for temporary partial disability benefits due to restricted duty limitations of Ms. Burt and inability of her employer to accommodate her.

E. On February 20, 2012, a mediation was held.

F. On February 29, 2012 an order approving mediation settlement agreement was entered.

G. On December 11, 2013, respondent filed a petition for benefits for payment of medical bills for treatment with the authorized provider at Tallahassee Neurological Clinic, claiming that lack of payment was preventing follow up treatment, and for attorney fees and costs.

H. On December 18, 2013, a response to petition for benefits was filed, claiming the bills will be paid when they were received on the proper form.

I. On April 23, 2014, an order dismissing petition for benefits without prejudice was filed.

J. On March 16, 2015, respondent filed a petition for benefits for authorization of a follow up appointment with Ms. Burt's physician, claiming carrier approval was required for an appointment.

K. On March 25, 2015, a response to petition for benefits was filed, stating no good faith effort was made prior to the filing of this petition, requesting that the petition be dismissed.

L. Although a mediation conference was scheduled for June 5, 2015, on May 15, 2015, respondent filed a notice of voluntary dismissal of petition for benefits.

M. According to Ms. Burt, she repeatedly asked Mr. Andrews to resolve her case via a settlement.

N. There was no activity on the case between 2015 and 2019, although respondent asserts that Ms. Burt was continuing to receive treatment during that period.

O. On March 14, 2019, respondent filed a motion to withdraw as counsel, which was granted the same day.

P. From that date, Ms. Burt proceeded pro se and negotiated directly with opposing counsel.

Q. On July 23, 2019, a joint petition for lump-sum settlement was filed, and on August 1, 2019 a settlement order was entered.

R. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.3 (Diligence); 4-1.4 (Communication); and 4-3.2 (Expediting Litigation).

**COUNT II – TFB #2019-00,615 – COMPLAINT OF DEBRA HOUSE
WASHINGTON**

S. On March 3, 2009, Debra House Washington (“Ms. House Washington”) was injured while doing court-ordered community service for the City of Quincy.

T. On February 24, 2010, Ms. House Washington’s previous attorney wrote to her, informing her that the Florida League of Cities, the insurer for the City of Quincy, had denied her worker’s compensation claim because she was not a city employee and therefore, was not eligible for worker’s compensation benefits through the Department of Financial Services/Division of Risk Management. He further informed her that she had until March 2, 2013 to file a claim.

U. In or around April 2012, Ms. House Washington hired respondent to represent her, and she signed a retainer agreement on April 30, 2012 for representation for a worker’s compensation matter.

V. On May 1, 2012, respondent contacted the Florida League of Cities to request payment of temporary total disability/temporary partial disability from March 3, 2009 to present, adjustment of average weekly wage/compensation rate, and payment of back due benefits. He further stated that he intended to file a

petition for benefits if the benefits requested therein were not provided in a timely manner.

W. Respondent never filed a petition for benefits, or a complaint related to Ms. House Washington's claim.

X. Respondent asserted that Ms. House-Washington was aware of the statute of limitations and that it was his intent to assist her in recouping out pocket medical expenses related to her accident.

Y. Respondent admits that these specific objectives were not put in writing and may have caused confusion.

Z. Respondent also admits that he sent Ms. House Washington checks issued from his trust account between December 2019 and April 2020, totaling approximately \$2,225.00.

AA. Based on Ms. House-Washington's receipt of funds from respondent, she believed that respondent obtained a settlement on her behalf, and that he was holding her settlement funds. Alternately, she also claimed that he was setting her case for a hearing.

BB. Respondent asserted that he received no money on behalf of Ms. House Washington, and that the funds provided to Ms. House Washington was out of kindness to "help her get back on her

feet.” He asserted that the Washingtons continuously called him for assistance, and he felt sorry for them.

CC. Respondent further stated the checks written on his trust account were from his earned fees in other cases.

DD. Respondent’s trust account at Regions Bank was reviewed by TFB’s staff auditor for the period of February 1, 2013, through January 30, 2020. The auditor found the following violations:

EE. Respondent failed to timely transfer his earned fees out of the trust account; he comingled funds; and he failed to clearly identify a client or legal matter on some trust checks.

FF. The audit demonstrated that the respondent was not in compliance with the minimum trust accounting requirements.

GG. However, the auditor found that no misappropriation occurred.

HH. Respondent subsequently reported that the Washingtons contacted him in 2020 for assistance when Mr. Washington was denied his stimulus funds due to a child support matter. Respondent claimed he resolved this issue, and Mr. Washington eventually received his funds.

II. By reason of the foregoing, respondent has violated the following Rules Regulating The Florida Bar: 4-1.2 (Objective and Scope of Representation), 4-1.3 (Diligence), 4-1.4 (Communication), 4-3.2 (Expediting Litigation), 5-1.1 (Trust Accounts), and 5-1.2 (Trust Accounting Records and Procedures).

6. Had this matter proceeded to trial, the respondent would have submitted the following mitigation:

3.3 Mitigation

- (1) absence of a prior disciplinary record;
- (2) absence of a dishonest or selfish motive;
- (5) full and free disclosure to the bar or cooperative attitude toward the proceedings; and
- (12) remorse.

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

8. 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.

9. 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 \$2,730.50. 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.

10. 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.

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

Dated this 27 day of January, 2022.

A handwritten signature in black ink, appearing to read "Roger Alan Andrews", written over a horizontal line.

Roger Alan Andrews

PO Box 38

Crawfordville, FL 32326-0038

850/756-5444

Florida Bar No. 109614

raandrewspa@gmail.com

Dated this 28th day of January, 2022.

Shaneé L. Hinson

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