

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
REBECCA L. ROBY**

VSB DOCKET NO. 25-053-133218

**(AMENDED) AGREED DISPOSITION MEMORANDUM ORDER
(SIX-MONTHS SUSPENSION, WITHOUT TERMS)**

On April 28, 2025, this matter was heard, telephonically, by the Virginia State Bar Disciplinary Board upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The panel consisted of Alison G. M. Martin, Chair, Adam M. Carroll, Yvonne S. Gibney, Michael C. Moore, and Elisabeth Martingayle, Lay Member. The Virginia State Bar was represented by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel. Rebecca L. Roby was present and was represented by counsel, Seth M. Guggenheim. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative. Court Reporter Beverly Horne, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon commencement of the hearing, the Board and upon consideration of the Agreed Disposition, the Certification, Respondent's Disciplinary Record, the arguments of the parties, and after due deliberation, the Board rejected the Agreed Disposition for a One-Year Suspension without Terms and Pursuant to Paragraph 13-6.H, the Board advised the parties as to the reason for the rejection. The Board further advised the parties, that, if offered, it would accept an Agreed Disposition with a Six-Month Suspension sanction. The parties orally agreed to revise

the Agreed Disposition with a Six-Month Suspension without Terms, which was acceptable to the Board.

WHEREFORE, upon consideration of the Agreed Disposition, as modified by the parties and record before the Panel, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition and the Respondent shall receive a Six-Month Suspension, without Terms, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective May 1, 2025.

It is further **ORDERED** that:

The Respondent must comply with the requirements of Part 6, Section IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia. The Respondent must forthwith give notice by certified mail of the Suspension of her license to practice law in the Commonwealth of Virginia, to all clients for whom she is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent must also make appropriate arrangements for the disposition of matters then in her care in conformity with the wishes of her clients. The Respondent must give such notice immediately and in no event later than 14 days of the effective date of the Suspension, and make such arrangements as are required herein as soon as is practicable and in no event later than 45 days of the effective date of the Suspension. The Respondent must also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Suspension that such notices have been timely given and such arrangements have been made for the disposition of matters.

It is further **ORDERED** that if the Respondent is not handling any client matters on the effective date of the Suspension, she shall submit an affidavit to that effect within 60 days of the

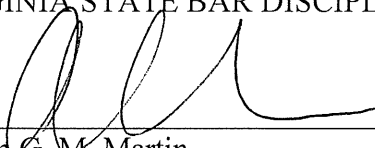
effective date of the Suspension to the Clerk of the Disciplinary System at the Virginia State Bar. The Board must decide all issues concerning the adequacy of the notice and arrangements required herein. The burden of proof shall be on the Respondent to show compliance. If the Respondent fails to show compliance, the Board may impose a sanction of Revocation or additional Suspension for failure to comply with the requirements of subparagraph 13-29.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules.

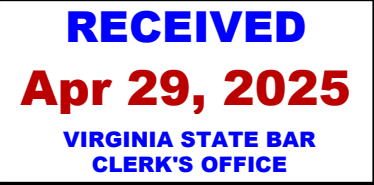
It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by electronic, regular first-class and certified mail, return receipt requested, at her last address of record with the Virginia State Bar at 408 Mary Ellen Court, Winter Garden, FL 34787, and a copy by electronic mail to Seth M. Guggenheim, Respondent's counsel, and a copy by electronic mail to Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel.

Enter this Order this 1st day of ~~April~~^{May}, 2025

VIRGINIA STATE BAR DISCIPLINARY BOARD



Alison G. M. Martin
Second Vice Chair



VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
REBECCA L. ROBY

VSJ Docket No. 25-053-133218

AGREED DISPOSITION
(SIX MONTH SUSPENSION, WITHOUT TERMS)

Pursuant to the Rules of Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, and Rebecca L. Roby, Respondent, and Seth M. Guggenheim, Respondent's counsel, hereby enter into the following Agreed Disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the Virginia State Bar ("VSB") in 1998. At all relevant times, Respondent was a member of the VSB.
2. On February 7, 2023, Respondent began working for Ulta Beauty ("Ulta") as a director-level senior legal counsel responsible for the intellectual property, marketing, antitrust and commercial practice areas. Respondent's direct supervisor, initials "MM," was, Vice President and Assistant General Counsel who reported to Jodi Caro, General Counsel for Ulta. Respondent worked remotely from her home in Florida but traveled to Illinois three days a month, sometimes more.
3. Ulta's policy prohibits outside employment without Ulta's permission.
4. In May 2024, Respondent received an offer to become the Vice President of Intellectual Property and Marketing with Chico's FAS, Inc. ("Chico's"), which is a subsidiary of the KnitWell Group ("KnitWell").

5. Respondent accepted the offer on May 23, 2024, and she asked for and received a delayed starting date of June 24, 2024. Respondent's supervisor was Mara Calame, General Counsel for KnitWell. Respondent worked remotely from her home in Florida with an expectation and requirement that she would make occasional visits to Chico's headquarters in Ft. Myers, Florida.
6. Respondent did not notify Ulta that she accepted another position. Were this matter to have gone to a hearing, the Respondent would have testified under oath that at the time she accepted employment by Chico's it was her intention to resign from Ulta imminently and in a manner so as not to disrupt the projects upon which she was working.
7. Were this matter to have gone to a hearing, Respondent would also testify under oath that her delay in resigning from Ulta was occasioned both by her indecision about whether she had made the right choice by accepting employment by Chico's and her belief that Ulta would have been significantly disadvantaged and overburdened were she to have resigned from employment by Ulta as of her start date with Chico's due to the recent and unexpected loss of a lawyer on Ulta's legal team in early June for which Respondent willingly picked up some of her workload.
8. Respondent worked full-time positions for both Ulta and Chico's simultaneously for approximately two months, while being conflicted over which role was best for her future and her family, during which period she did not disclose to either employer that she was working for the other. Neither employer complained about Respondent's performance of legal services.

KnitWell's Discovery of Respondent's Dual Employment

9. On August 21-22, 2024, Calame was traveling with outside counsel. Outside counsel also represented Ulta and knew Respondent.
10. Calame told outside counsel she had recently hired Respondent. Outside counsel asked when Respondent was going to start, and Calame told them that Respondent had already started.
11. The following week, after Calame returned from her trip, she mentioned the exchange with outside counsel to Respondent.
12. On September 3, 2024, Respondent emailed Calame that she was resigning, effective August 30, 2024, so that she could relocate to Virginia to be with her husband and "find a new path forward with [her] family that will bring [her] some personal peace." Respondent returned her signing bonus and the equipment provided by Chico's.

Ulta's Discovery of Respondent's Dual Employment

13. On September 11, 2024, Calame spoke with Caro, who confirmed that Respondent had been employed by Ulta the entire time she worked for Chico's.
14. Caro did not know that Respondent had been employed elsewhere. Indeed, Caro had taken steps to provide Respondent with relief after Respondent mentioned that she had a heavy workload. Were this matter to have gone to a hearing, Respondent would also testify under oath that this comment about her workload was not a complaint but rather an observation she shared at a legal department meeting on or about June 5-6, 2024 - before Respondent joined Chico's - and that the work load comment was precipitated by Respondent proactively and willingly picking up extra work so Procurement projects would not fall behind.

15. Caro confronted Respondent and suspended Respondent pending investigation. That same day Respondent resigned.

Discovery of Respondent's Consulting with Warshawsky Law Group

16. When reviewing Respondent's work laptop, Respondent's former Ulta supervisor learned that Respondent had been performing consulting services for the Warshawsky Law Group, PLLC. This work included trademark applications, trademark cease and desist and demands, and other trademark related work. Respondent's services were performed on an occasional and as-needed basis. She was not employed part-time on a fixed schedule.
17. During the time that Respondent was working for both Ulta and Chico's, she billed at least 6.2 hours for the Warshawsky Law Group.
18. During Respondent's entire period of employment with Ulta, Respondent billed at least 53.2 hours for the Warshawsky Law Group.
19. Respondent used her Ulta laptop to perform work for the Warshawsky Law Group.
20. Respondent did not seek Ulta's approval for her consulting services for the Warshawsky Law Group.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

Pursuant to Virginia Rule of Professional Conduct 8.5(b), the rules of the jurisdiction in which Respondent's conduct occurred apply to this matter. Because Respondent was working from her home office in Florida at the time of the alleged misconduct, the Florida Rules of Professional Conduct apply.

Florida Rule 4-8.4 – MISCONDUCT

A lawyer shall not:

...

(c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation, except that it shall not be professional misconduct for a lawyer for a criminal law enforcement agency or regulatory agency to advise others about or to supervise another in an undercover investigation, unless prohibited by law or rule, and it shall not be professional misconduct for a lawyer employed in a capacity other than as a lawyer by a criminal law enforcement agency or regulatory agency to participate in an undercover investigation, unless prohibited by law or rule[.]

By working two full-time positions simultaneously, by failing to disclose to both Ulta and KnitWell/Chico's that she was working two full-time positions simultaneously, and by failing to disclose and acquire approval from both Ulta and Chico's to perform part-time consulting services for Warshawsky Law Group, Respondent violated Florida Rule 4-8.4(c).

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board for its approval the agreed disposition of a SIX MONTH SUSPENSION, WITHOUT TERMS as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction shall be the date of entry of the Disciplinary Board Order approving this Agreed Disposition.

If the Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to ¶ 13-9.E of the Rules.

THE VIRGINIA STATE BAR

By: 

Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel

Rebecca L Roby

Rebecca L. Roby
Respondent

A handwritten signature in black ink, appearing to read "Seth M. Guggenheim", written over a horizontal line.

Seth Mark Guggenheim
Respondent's Counsel