

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF  
WILLIAMSBURG/JAMES CITY COUNTY

VIRGINIA STATE BAR EX REL  
SIXTH DISTRICT COMMITTEE  
VSB Docket Nos. 23-060-126301, 23-060-126844, 23-060-126977, 23-060-126996,  
23-060-127035, 23-060-127238, and 23-060-128020

Complainant,

v.

Case No. CL23001107-00

BRITTANI NATA'LITA BALDWIN  
Baldwin Family Law, LLC  
5372 Discovery Park Blvd Ste 202  
Williamsburg, VA 23188

Respondent.

MEMORANDUM ORDER OF REVOCATION

THIS MATTER came to be heard on August 17, 2023 before a Three-Judge Circuit Court duly impaneled pursuant to Section 54.1-3935 of the Code of Virginia, 1950, as amended, consisting of the Honorable Steven C. McCallum, Judge of the Twelfth Judicial Circuit, Chief Judge Designate ("Chief Judge"); The Honorable Bryant L. Sugg, Judge of the Seventh Judicial Circuit; and The Honorable Patricia Kelly, Judge of the Fifteenth Judicial Circuit (collectively, the "Court"). The Virginia State Bar ("VSB") appeared through Deputy Bar Counsel Edward J. Dillon. Respondent Brittani Nata'Lita Baldwin ("Respondent") appeared *pro se*.

The Chief Judge swore the court reporter and each member of the Court verified that he or she had no personal or financial interest that might affect or reasonably be

perceived to affect his or her ability to be impartial in this matter.

WHEREUPON a hearing was conducted upon the Rule to Show Cause issued against Respondent, which directed her to appear and show cause why her license to practice law should not be suspended or revoked or why he should not otherwise be sanctioned in accordance with the Part Six, Section IV, Paragraph 13 of the Rules of the Supreme Court of Virginia.

The Court received into evidence Virginia State Bar pre-filed exhibits 1 through 84, including all subparts, at the onset of the hearing; exhibits 9A and 25a through 25c, which were received into evidence during the course of the hearing; and received the testimony of John Tarley, Esq., Oren M. Powell, Ann C. Reamy, Joseph Mauro, Sherry Rizzo, John Tilton, Alona Olson, Taylor Smokstad, and Scott Colbert during the misconduct stage of the proceeding.

The Court then received the testimony of Respondent during Respondent's presentation of evidence. Respondent did not introduce any exhibits into evidence.

The Court then heard closing arguments by counsel and retired to deliberate.

Upon due deliberation and consideration of the exhibits, witness testimony, and argument of counsel, the Court found that the Virginia State Bar proved by clear and convincing evidence the following facts:

1. Respondent was licensed to practice law in the Commonwealth of Virginia on April 25, 2013 and, at all relevant times, has been licensed to practice law in the Commonwealth of Virginia and has operated Baldwin Family Law PLLC (the "Law Firm") in Williamsburg, Virginia.
2. Respondent maintains two bank accounts for the Law Firm at Truist Bank: (1) an essential checking account ending in 9335 (the "Essential Checking Account") and (2) a business checking account ending in 0553 (the "Business Checking Account"). Neither account is an identifiable trust account within the meaning of Rule of Professional Conduct 1.15(a)(1).

3. Documentation from the Business Checking Account shows that Respondent used the Business Checking Account to both hold client funds and pay personal expenses. For example, the memo line for multiple checks drawn on the Business Checking Account describe the payments as trust refunds to clients or draws to Respondent. At the same time, the account statements for the Business Checking Account show numerous payments by debit card to retail establishments, such as grocery stores and restaurants, in 2022.
4. As of September 22, 2022, the balance of funds in Respondent's Essential Checking Account totaled \$0.
5. As of October 31, 2022, the balance of funds in Respondent's Business Checking Account totaled \$1,392.66.
6. As set forth in more detail herein, between 2020 and year-end 2022, Respondent accepted more than \$40,000 in advanced legal fees from seven different clients, failed to deposit any of the advanced legal fees into an identifiable trust account, failed to provide any of the clients with an itemized billing or accounting showing how any portion of the advanced legal fees paid by each client were earned, failed to provide significant legal services to many of the clients, and later failed to refund unearned legal fees to many of the clients.
7. By Order entered January 4, 2023, the Virginia State Bar ("VSB") Disciplinary Board suspended Respondent's license to practice law in the Commonwealth of Virginia on an interim basis based on Respondent's failure to comply with subpoenas *duces tecum* issued by the VSB in four separate misconduct cases: VSB Docket Nos. 23-060-126844; 23-060-126977; 23-060-126996; and 23-060-127035.

**VSB Docket No. 23-060-126301 (Complainant Ann Reamy)**

8. In or about March 2019, Complainant Ann Reamy paid Respondent a \$3,000 advanced legal fee to represent her in a pending divorce. The Advanced Fee Agreement executed by Ms. Reamy and Respondent contemplated that Respondent would charge Ms. Reamy \$300 an hour for her legal services and that deposits of additional advanced legal fees might be required.
9. The Advanced Fee Agreement also provided that Ms. Reamy would "receive an itemized bill on a regular monthly basis reflecting the charges against the [advanced legal fee] deposit."
10. During the course of the representation, Ms. Reamy paid Respondent an additional advanced legal fee of \$3,000.



11. Respondent did not deposit the \$6,000 in advanced legal fees paid by Ms. Reamy into an identifiable trust account.
12. Aside from briefly showing Ms. Reamy a bill for \$16,000 in legal services one time when they were in court, Respondent did not provide Ms. Reamy with an accounting of how the advanced legal fees paid by Ms. Reamy were earned.
13. On or about February 19, 2021, Respondent received a wire transfer in the amount of \$122,611.06 into the Business Checking Account with the \$122,611.06 representing Ms. Reamy's share of the proceeds from the sale of the marital home.
14. On or about February 24, 2021, Respondent wired \$100,000 from the Business Checking Account to Ms. Reamy. Respondent told Ms. Reamy that she was keeping the remainder of the \$122,611.06 – or \$22,611.06 – to cover Respondent's legal fees. Respondent never provided Ms. Reamy with an itemized billing or accounting detailing how Respondent had earned the additional \$22,611.06.

**VSB Docket No. 23-060-126844 (Complainant Joseph Mauro)**

15. On or about March 11, 2022, Complainant Joseph Mauro paid Respondent a \$4,000 advanced legal fee to represent him in regard to support and custody issues with the understanding that Respondent would charge him \$300 an hour for her legal services.
16. Respondent did not deposit the \$4,000 advanced legal fee paid by Mr. Mauro into an identifiable trust account and, during the course of the representation, did not provide Mr. Mauro with any itemized billings or accountings showing how any portion of the \$4,000 advanced legal fee was earned.
17. During the course of the approximately five-month representation, Respondent failed to serve discovery responses that were due May 25, 2022 and failed to attend a mediation and/or settlement conference scheduled for June 30, 2022.
18. In July 2022, Mr. Mauro terminated Respondent's representation by email.
19. Respondent has not refunded to Mr. Mauro any portion of the \$4,000 advanced legal fee paid by Mr. Mauro.
20. The balance of funds in Respondent's Essential Checking Account totaled -\$71.06 as of July 21, 2022 and the balance of funds in Respondent's Business Checking Account totaled -\$113.04 as of July 29, 2022.



21. In or about November 2022, Mr. Mauro filed a warrant in debt against Respondent in Williamsburg/James City County General District Court to recover his advanced legal fee. Respondent filed a handwritten demurrer to the warrant in debt on or about December 6, 2022 and the matter remains pending.
22. During the course of the VSB investigation into this bar complaint, Respondent failed to submit a written response to the bar complaint and failed to respond to a subpoena *duces tecum* issued by the VSB.

**VSB Docket No. 23-060-126977 (Complainant Sherry Schnick)**

23. Complainant Sherry Schnick paid Respondent \$20,000 in advanced legal fees for representation on a divorce in the following increments: (a) \$10,000 by check dated August 19, 2021, (b) \$5,000 by check dated December 15, 2021, and (c) \$5,000 by check dated May 6, 2022.
24. Ms. Schnick understood that Respondent would charge her \$300 an hour for her legal services.
25. Respondent did not deposit the \$20,000 in advanced legal fees paid by Ms. Schnick into an identifiable trust account and, during the course of the representation, did not provide Ms. Schnick with any itemized billings or accountings showing whether any portion of the \$20,000 in advanced legal fees was earned.
26. In or about October 2021, Respondent filed a Petition for Separate Maintenance (the "Petition") on behalf of Ms. Schnick in the Circuit Court for the City of Williamsburg and, in June 2022, filed a Complaint for Divorce and Motion for Pendente Lite Relief on behalf of Ms. Schnick in the Circuit Court for the City of Williamsburg.
27. Ms. Schnick became dissatisfied with Respondent's progress on the divorce and, by email dated July 19, 2022, instructed Respondent to take certain actions, such as set a hearing date and file an answer to the counterclaim filed by Ms. Schnick's husband. Ms. Schnick also stated: "All I ask is that you focus on getting this case moved forward. I need you to focus on doing your job."
28. Later in July 2022, Ms. Schnick terminated Respondent's representation of her by letter and requested a "detailed invoice and ledger with regard to the finances involved."
29. Respondent has not provided Ms. Schnick with any itemized billing or accounting and has not refunded any portion of the \$20,000 to Ms. Schnick.

30. The balance of funds in Respondent's Essential Checking Account totaled -\$71.06 as of July 21, 2022 and the balance of funds in Respondent's Business Checking Account totaled -\$113.04 as of July 29, 2022.
31. By Order entered August 2, 2022, the Circuit Court for the City of Williamsburg substituted attorney Hope Hutchinson for Respondent as Ms. Schnick's attorney in the pending divorce.
32. During the course of the VSB investigation into this bar complaint, Respondent failed to submit a written response to the bar complaint and failed to respond to a subpoena *duces tecum* issued by the VSB.

**VSb Docket No. 23-060-126996 (Complainant John Tilton)**

33. In or about March 2022, Complainant John Tilton paid Respondent a \$2,000 advanced legal fee to represent him in an uncontested divorce. The Advanced Fee Agreement executed by Mr. Tilton contemplated that Respondent would charge Mr. Tilton \$300 an hour for her legal services and that deposits of additional advanced legal fees might be required.
34. The Advanced Fee Agreement also provided that Mr. Tilton would "receive an itemized bill on a regular monthly basis reflecting the charges made against the [advanced legal fee] deposit."
35. On or about March 24, 2022, by two postal money orders, each in the amount of \$1,000, Mr. Tilton paid Respondent \$2,000.
36. Respondent did not deposit the \$2,000 advanced legal fee paid by Mr. Tilton into an identifiable trust account and, during the course of the representation, did not provide Mr. Tilton with any itemized billings or accountings showing how any portion of the \$2,000 advanced legal fee was earned.
37. Respondent performed no significant legal services for Mr. Tilton during the course of the representation and never filed for divorce on behalf of Mr. Tilton.
38. Mr. Tilton told the VSB Investigator that he had approximately four phone calls with Respondent between March 2022 and mid-July 2022 and that Respondent did not communicate with him after that point.
39. By email to Respondent dated August 11, 2022, Mr. Tilton terminated Respondent's representation of him, stating "I am writing to terminate our representation agreement. Since you have not made any filings on my behalf I am requesting the return of my \$2000 retainer."



40. Respondent has not refunded any portion of the \$2,000 advanced legal fee to Mr. Tilton.
41. The balance of funds in Respondent's Essential Checking Account totaled - \$291.96 as of August 23, 2022 and the balance of funds in Respondent's Business Checking Account totaled \$1,925.02 as of August, 31, 2022.
42. On or about October 7, 2022, with the assistance of another attorney, Mr. Tilton filed for divorce in James City County Circuit Court.
43. During the course of the VSB investigation into this bar complaint, Respondent failed to submit a written response to the bar complaint and failed to respond to a subpoena *duces tecum* issued by the VSB.

**VSB Docket No. 23-060-127035 (Complainant Alona Monteiro)**

44. On or about May 5, 2022, Complainant Alona Monteiro paid Respondent a \$3,000 advanced legal fee to represent her on a divorce. The Advanced Fee Agreement executed by Ms. Monteiro and Respondent contemplated that Respondent would charge Ms. Monteiro \$300 an hour for her legal services and that deposits of additional advanced legal fees might be required.
45. The Advanced Fee Agreement also provided that Ms. Monteiro would "receive an itemized bill on a regular monthly basis reflecting the charges made against the [advanced legal fee] deposit."
46. Respondent did not deposit the \$3,000 advanced legal fee paid by Ms. Monteiro into an identifiable trust account and, during the course of the representation, did not provide Ms. Monteiro with any itemized billings or accountings showing whether any portion of the \$3,000 advanced legal fee was earned.
47. Respondent did not communicate with Ms. Monteiro and provided no significant legal services to Ms. Monteiro.
48. By letter to Respondent dated July 21, 2022, Ms. Monteiro terminated Respondent's representation of her, stating "I am writing to officially notify you that I am terminating your services immediately and have accepted legal counsel elsewhere. . . . I hereby request you to refund the full amount of the retainer fee that I paid on May 5, 2022, as I am not satisfied with the performance of your firm and nothing was done with my case."
49. Respondent has not refunded any portion of the \$3,000 advanced legal fee to Ms. Monteiro.



50. The balance of funds in Respondent's Essential Checking Account totaled -\$71.06 as of July 21, 2022 and the balance of funds in Respondent's Business Checking Account totaled -\$113.04 as of July 29, 2022.

51. During the course of the VSB investigation into this bar complaint, Respondent failed to submit a written response to the bar complaint and failed to respond to a subpoena *duces tecum* issued by the VSB.

**VSB Docket No. 23-060-127238 (Complainant Taylor Smokstad)**

52. On or about July 23, 2021, Complainant Taylor Smokstad paid Respondent a \$5,000 advanced legal fee to represent him on a divorce.

53. Respondent did not deposit the \$5,000 advanced legal fee paid by Mr. Smokstad into an identifiable trust account and, during the course of the representation, did not provide Mr. Smokstad with any itemized billings or accountings showing how any portion of the \$5,000 advanced legal fee was earned.

54. Throughout much of 2022, Mr. Smokstad exchanged text messages with Respondent in which he requested updates on his divorce and encouraged Respondent to take action on his divorce.

55. On or about October 21, 2022, Mr. Smokstad filed a bar complaint against Respondent, stating that she is not communicating with him and has neglected his divorce: "I am highly concerned about the \$5,000 retainer that I have paid for what seems like nothing. I feel my option of moving on with my life is being held hostage."

56. As of September 22, 2022, the balance of funds in Respondent's Essential Checking Account totaled \$0. As of October 31, 2022, the balance of funds in Respondent's Business Checking Account totaled \$1,392.66.

57. In or about January 2023, Mr. Smokstad attempted to send a certified letter to Respondent terminating her representation of him, but Respondent did not pick up the certified letter. The letter stated, in part: "I have decided to terminate our current legal relationship immediately. . . . I request that you refund me the \$5,000 retainer I have paid within 15 days of receipt of this letter."

58. During the course of the VSB investigation into this bar complaint, Respondent failed to submit a written response to the bar complaint and failed to respond to a subpoena *duces tecum* issued by the VSB.

**VSB Docket No. 23-060-128020 (Complainant Scott Colbert)**

59. On or about April 15, 2021, Complainant Scott Colbert paid Respondent a \$5,000 advanced legal fee to represent him on an uncontested divorce. Mr. Colbert understood that Respondent would charge him \$350 an hour for her legal services.
60. Respondent did not deposit the \$5,000 advanced legal fee paid by Mr. Colbert into an identifiable trust account and, during the course of the representation, did not provide Mr. Colbert with any itemized billings or accountings showing how any portion of the \$5,000 advanced legal fee was earned.
61. Respondent prepared a property settlement agreement for Mr. Colbert and his wife, which the parties executed in May 2022.
62. On or about June 23, 2022, Mr. Colbert paid Respondent an additional \$2,000 advanced legal fee with the understanding that Respondent would file the complaint for divorce and finish the case.
63. Respondent did not deposit the additional \$2,000 advanced legal fee paid by Mr. Colbert into an identifiable trust account and, during the course of the representation, did not provide Mr. Colbert with any itemized billings or accountings showing how any portion of the additional \$2,000 advanced legal fee was earned.
64. Despite receiving the additional \$2,000 advanced legal fee, Respondent did not file the complaint for divorce on behalf of Mr. Colbert and provided no significant legal services to Mr. Colbert after accepting the additional \$2,000 advanced legal fee.
65. In August 2022, the attorney for Mr. Colbert's wife filed the complaint for divorce in James City County Circuit Court.
66. On or about August 26, 2022, Mr. Colbert terminated Respondent's representation of him.
67. Respondent has not refunded any portion of the \$7,000 in advanced legal fees to Mr. Colbert.
68. The balance of funds in Respondent's Essential Checking Account totaled -\$291.96 as of August 23, 2022 and the balance of funds in Respondent's Business Checking Account totaled \$1,925.02 as of August 31, 2022.

Based on the forgoing facts, the Court found that the Virginia State Bar proved by



clear and convincing evidence that Respondent violated the following Virginia Rules of Professional Conduct:

*By failing to serve discovery responses and attend a settlement conference on behalf of Mr. Mauro and otherwise failing to provide any significant legal services to Mr. Mauro during her approximately five-month representation of Mr. Mauro; by failing to provide any significant legal services to Mr. Tilton during her approximately five-month representation of Mr. Tilton; by failing to provide any significant legal services to Ms. Monteiro during her approximately three-month representation of Ms. Monteiro; by failing to provide any significant legal services to Mr. Smokstad during her approximately 18-month representation of Ms. Smokstad; and by failing to complete Mr. Colbert's divorce after accepting an additional \$2,000 advanced legal fee from Mr. Colbert in June 2022, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.3     Diligence**

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

*By failing to deposit the \$6,000 in advanced legal fees received from Ms. Reamy, the \$4,000 advanced legal fee received from Mr. Mauro, the \$20,000 in advanced legal fees received from Ms. Schnick, the \$2,000 advanced legal fee received from Mr. Tilton, the \$3,000 advanced legal fee received from Ms. Monteiro, the \$5,000 advanced legal fee received from Mr. Smokstad, and the \$7,000 in advanced legal fees received from Mr. Colbert into an identifiable trust account, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.15     Safekeeping Property**

(a) Depositing Funds.

(1) All funds received or held by a lawyer or law firm on behalf of a client or a third party, or held by a lawyer as a fiduciary, other than reimbursement of advances for costs and expenses shall be deposited in one or more identifiable trust accounts; all other property held on behalf of a client should be placed in a safe deposit box or other place of safekeeping as soon as practicable.



*By failing to provide Ms. Reamy, Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert with any itemized billings or accountings pertaining to the advanced legal fees each of these clients paid to Respondent, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.15 Safekeeping Property**

\* \* \*

(b) Specific Duties. A lawyer shall:

\* \* \*

(3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them[.]

*By failing to refund the unearned portion of the advanced legal fees paid by Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert when these clients terminated the representation and/or requested a refund and by unilaterally keeping for herself \$22,611.06 of the \$122,611.06 owed to Ms. Reamy as proceeds of the sale of the marital home without providing Ms. Reamy with any itemized billings or accountings or otherwise explaining to Ms. Reamy how she had earned any portion of the \$22,611.06, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.15 Safekeeping Property**

\* \* \*

(b) Specific Duties. A lawyer shall:

\* \* \*

(4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer that such person is entitled to receive[.]

*By failing to maintain the unearned advanced legal fees paid by Ms. Reamy, Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert in an identifiable trust account and by converting the unearned advanced legal fees paid by these clients for her own use, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.15 Safekeeping Property**

\* \* \*

(b) Specific Duties. A lawyer shall:

\* \* \*

(5) not disburse funds or use property of a client or of a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

*By failing to return the unearned portion of the advanced legal fees paid by Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert when these clients terminated the representation and/or after Respondent's license to practice law was suspended on an interim basis on or about January 4, 2023, Respondent violated the following Rule of Professional Conduct:*

**RULE 1.16 Declining Or Terminating Representation**

\* \* \*

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

*By failing to submit written responses to the bar complaints filed against her by Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, and Mr. Smokstad and by failing to respond to the subpoenas duces tecum issued by the VSB in regard to the VSB's investigations into the bar complaints filed by Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, and Mr. Smokstad, Respondent violated the following Rule of Professional Conduct:*

**RULE 8.1 Bar Admission And Disciplinary Matters**

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

\* \* \*

(c) fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6[.]

*By failing to deposit the advanced legal fees received from Ms. Reamy, Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert in an identifiable trust account; by failing to make accountings to each of these seven clients; by converting the advanced legal fees paid by each of the seven clients to her own use; by failing to refund the unearned portion of the advanced legal fee to Mr. Mauro, Ms. Schnick, Mr. Tilton, Ms. Monteiro, Mr. Smokstad, and Mr. Colbert; and by unilaterally taking \$22,611.06 owed to Ms. Reamy for herself without providing Ms. Reamy with any itemized billing, accounting, or explanation of how the \$22,611.06 was earned, Respondent violated the following Rule of Professional Conduct:*

**RULE 8.4 Misconduct**

It is professional misconduct for a lawyer to:

\* \* \*

(b) commit a criminal or deliberately wrongful act that reflects adversely on the lawyer's honesty, trustworthiness or fitness to practice law[.]



The Court then convened the sanctions stage of the proceeding. The Court received into evidence Virginia State Bar exhibit 85 – a certification stating that Respondent has no prior disciplinary record in Virginia – and received into evidence the testimony of Ann C. Reamy, Joseph Mauro, Sherry Rizzo, John Tilton, Alona Olson, Taylor Smokstad, and Scott Colbert. Respondent testified on her own behalf during the sanctions stage of the proceeding. Respondent did not introduce any exhibits into evidence during the sanctions stage of the proceedings.

The Virginia State Bar and Respondent then presented argument regarding the sanction to be imposed upon Respondent for the misconduct found, and the Court retired to deliberate.

AFTER DUE CONSIDERATION of the evidence as to mitigation and aggravation and the arguments of counsel, the Court reconvened to announce its sanction, the REVOCATION of Respondent's license to practice law in the Commonwealth of Virginia effective August 17, 2023, the date of entry of the Summary Order in this matter. The Court also authorized the Chief Judge to sign the Memorandum Order of Revocation for the Court.

The Chief Judge stated the Court's basis for revoking Respondent's license to practice law:

Our brief comments of these seven clients suffered badly at the hands of Ms. Baldwin over years, and they suffered in various ways. With respect to some of the clients, the financial loss was devastating. That is, we heard that a couple of Ms. Baldwin's clients spent, what I'll call, their last penny on her attorneys' fees. I say that because we know that a couple of her clients ended up, after terminating Ms. Baldwin's representation, handling the matter *pro se* because they couldn't afford another lawyer. So financial losses were certainly suffered. Those losses

were devastating in some cases. In some cases, the financial losses were not as devastating, simply because the individual financial circumstances vary among the people that have kindly appeared today.

Other forms of suffering include delay. Folks couldn't get on with their lives. These were domestic cases by and large. People needed to move on, either in their personal life with a spouse or with children, so they suffered delay.

Further, prejudice to actual substantive rights was also a suffering we've seen. I think it was Mr. Mauro who said that his wife was given a layup. His substantive legal rights were severely prejudiced by the lack of representation.

Another form of suffering, perhaps more broadly damage inflicted, was pretty touchingly . . . stated by Ms. Rizzo. She's lost faith in the legal system. "What kind of system can let this happen?" That, too, is a form of damage.

Important factors in the sanction decision include the years over which this misconduct spread. The earliest deficient representation, I believe, was back with Ms. Reamy, which started in early 2019. There was some brief discussion, whether it was March 2019 or June, but certainly this pattern of deficient representation goes back to 2019 and continues through 2020, 2021, 2022. And as the Bar accurately points out, it's not just over years, it's not just multiple clients, but it's multiple violations of applicable rules.

With respect to the issue raised by Ms. Baldwin, she has indicated that she's had certain substance and mental health issues that was significant, and she began some therapy for that in early 2021, indicated that was not successful. What's important in this regard is that knowing full well she had a problem, seeking some therapy for it, albeit ineffectual at that time, she was still accepting clients, and importantly, accepting clients' funds, which, as we know, were handled in the most appalling manner.

ACCORDINGLY, IT IS HEREBY ORDERED that Respondent's license to practice law in the Commonwealth of Virginia is REVOKED effective August 17, 2023.

It is further ORDERED, pursuant to the provisions of Part 6, §IV, Paragraph 13-29 of the Rules of the Supreme Court of Virginia, that the Respondent must forthwith give notice, by certified mail, return receipt requested, of the revocation 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. Respondent must also make appropriate arrangements for the disposition of matters then in her care, in conformity with the wishes of her clients. Respondent must give such notice immediately and in no event later than 14 days of the effective date of the Revocation, 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 Revocation. Respondent must furnish proof to the Bar within 60 days of the effective date of the Revocation that such notices have been timely given and such arrangements for the disposition of matters made. Issues concerning the adequacy of the notice and the arrangement required herein must be determined by the Virginia State Bar Disciplinary Board, which may impose a sanction of Revocation or Suspension for failure to comply with these requirements.

Pursuant to Part Six, Section IV, Paragraph 13-9 of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System of the Virginia State Bar must assess costs.

IT IS FURTHER ORDERED that the Clerk of this Court shall send a copy teste of this Memorandum Order of Revocation to Respondent, by certified mail, return receipt requested, at Baldwin Family Law, LLC, 5372 Discovery Park Blvd, Ste 202,



Williamsburg, Virginia 23188, her last address of record with the Virginia State Bar, and to 4309 Casey Blvd., Williamsburg, Virginia 23188; and by regular mail to Edward J. Dillon, Deputy Bar Counsel, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026 and to The Honorable Joanne Fronfelter, Clerk of the Disciplinary System, Virginia State Bar, 1111 East Main Street, Suite 700, Richmond, Virginia 23219-0026.

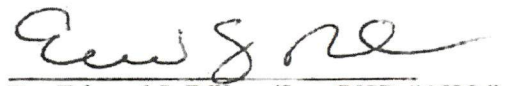
The hearing was recorded by Delloro-McDaniel Court Reporting Services, 712 Champion Ct, Chesapeake, VA 23322, Telephone (757) 641-7151 (cell) and (757) 354-5101 (office).

This Order is the final judgment of this Court as provided by Rule 5:21(b)(2)(ii) of the Rules of the Supreme Court of Virginia.

ENTERED this 27<sup>th</sup> day of September, 2023

  
The Honorable Steven C. McCallum  
Chief Judge

Virginia State Bar:

  
By: Edward J. Dillon, Esq. (VSB #46804)  
Deputy Bar Counsel  
Virginia State Bar  
1111 East Main Street, Suite 700  
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[Dillon@vsb.org](mailto:Dillon@vsb.org)

Seen and \_\_\_\_\_

Endorsement waived per Rule 1:13; no response from Ms. Baldwin  
when provided with sketch order.

Brittani Nata'Lita Baldwin  
Baldwin Family Law  
5372 Discovery Park Blvd Ste 202  
Williamsburg, VA 23188

SAM