

**VIRGINIA:**

**BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD**

**IN THE MATTERS OF                      VSB DOCKET NOS. 24-031-131679 and 24-031-132026**  
**BRIAN KRAIG TELFAIR**

**CONSENT TO REVOCATION ORDER**

On August 22, 2025, came Brian Kraig Telfair and presented to the Board an Affidavit Declaring Consent to Revocation (hereinafter "Affidavit") of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when a disciplinary complaint, Investigation or Proceeding is pending, the nature of which is specifically set forth in the attached Affidavit, Respondent acknowledges that the material facts contained in the pending disciplinary complaint, Investigation or Proceeding are true.

The Board having considered the Affidavit, and Bar Counsel having no objection, the Board accepts his Consent to Revocation.

Upon consideration whereof, it is therefore ordered that Brian Kraig Telfair's license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of Brian Kraig Telfair be stricken from the Roll of Attorneys of this Commonwealth.

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 shall forthwith give notice by certified mail of the Revocation of his license to practice law in the Commonwealth of Virginia, to all clients for whom he is currently handling matters and to all opposing Attorneys and presiding Judges in pending litigation. The Respondent shall also make appropriate arrangements for the disposition of matters then in his care in conformity with the wishes of his clients. The Respondent shall give such notice immediately and in no event later than 14 days of the effective date of the Revocation, and make

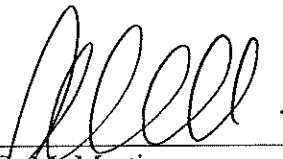
such arrangements as are required herein as soon as is practicable and in no event later than 45 days of the effective date of the Revocation. The Respondent shall also furnish proof to the Clerk of the Disciplinary System of the Virginia State Bar within 60 days of the effective date of the Revocation 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 Revocation, he shall submit an affidavit to that effect within 60 days of the effective date of the Revocation to the Clerk of the Disciplinary System at the Virginia State Bar. The Board shall 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.

It is further ORDERED that the Clerk of the Disciplinary System shall mail an attested copy of this order by electronic, regular and certified mail, return receipt requested, to the Respondent, Brian Kraig Telfair, at his address of record with the Virginia State Bar, being, 3280 Brook Rd., Apt. 304, Richmond, VA 23227-4843, and a copy sent by electronic mail to Renu M. Brennan, Bar Counsel.

Entered this 22<sup>nd</sup> day of August, 2025

Virginia State Bar Disciplinary Board

  
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Alison G.M. Martin  
First Vice Chair

**RECEIVED**

**AUG 22 2025**

**VSB CLERK'S OFFICE**

**VIRGINIA:**

**BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD**

**IN THE MATTERS OF  
BRIAN KRAIG TELFAIR**

**VS B Docket No. 24-031-131679  
VS B Docket No. 24-031-132026**

**AFFIDAVIT DECLARING CONSENT TO REVOCATION**

I, Brian Kraig Telfair, after being duly sworn, state as follows:

I was licensed to practice law in the Commonwealth of Virginia on October 31, 1996.

I submit this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28.

My consent to revocation is freely and voluntarily rendered. I am not being subjected to coercion or duress. I am fully aware of the implications of consenting to the revocation of my license to practice law in the Commonwealth of Virginia.

There are currently pending two complaints against me, both of which are set for hearing on August 21, 2025. I stipulate that all of the following facts in both cases are correct and true and that I violated the Rules of Professional Conduct set forth below in each case:

**VS B Docket No. 24-031-131679  
Complainant: Melanie J. Ballard**

**I. STIPULATIONS OF FACT**

1. At all relevant times, I was a member of the VSB.
2. In July 2022, I agreed to represent Melanie Ballard in a lawsuit in Chesapeake Circuit Court, *Ballard v. Appleton, Jr., et al*, Case No. CL21-7522 (the "Lawsuit"). Among

other things, Ballard sought to rescind the transfer of two parcels of real property, 2501 Ruffin Street, Norfolk, Virginia 23504 (“Norfolk property”) and 732 Aguila Drive, Chesapeake, Virginia 23322 (“Chesapeake property”) to defendants Albert E. Appleton, 2501 Ruffin LLC, and 5 Star Homes, LLC.

### **Procedural Posture of Lawsuit Before I Noted My Appearance**

3. On April 22, 2020, Ballard’s prior counsel filed the first lawsuit, *Ballard v. Appleton, et al.*, Chesapeake Circuit Court, Case No. CL20002917-00, to rescind transfer of the properties to defendants.
4. On April 30, 2020, prior counsel recorded a memorandum of lis pendens as to the Chesapeake property.
5. On December 22, 2020, defendants filed pleas in bar to the first lawsuit.
6. In March 2021, defendants set the pleas in bar for hearing.
7. In June 2021, Ballard’s prior counsel nonsuited<sup>1</sup> Ballard’s first lawsuit seeking to rescind the transfer of the properties.
8. On December 10, 2021, Ballard’s prior counsel filed the Lawsuit.
9. In January 2022, defendants filed a motion to dismiss the Lawsuit and motions for bills of particulars.
10. In April 2022, Ballard’s prior counsel withdrew as Ballard’s counsel with leave of court.

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<sup>1</sup> § 8.01-380. Dismissal of action by nonsuit; fees and costs.

B. Only one nonsuit may be taken to a cause of action or against the same party to the proceeding, as a matter of right, although the court may allow additional nonsuits upon reasonable notice to counsel of record for all defendants and upon a reasonable attempt to notify any party not represented by counsel, or counsel may stipulate to additional nonsuits. The court, in the event additional nonsuits are allowed, may assess costs and reasonable attorney fees against the nonsuiting party. When suffering a nonsuit, a party shall inform the court if the cause of action has been previously nonsuited. Any order effecting a subsequent nonsuit shall reflect all prior nonsuits and shall include language that reflects the date of any previous nonsuit together with the court in which any previous nonsuit was taken.

11. In May 2022, defendants served requests for admissions on Ballard, to which Ballard responded. On June 1, 2022, defendant Appleton served Ballard with a motion to determine sufficiency of the responses to the requests for admissions. On June 14, 2022, defendant noticed a hearing on this motion for July 13, 2022.

### **My Representation of Ballard in the Lawsuit**

12. On July 11, 2022, I served my notice of appearance as counsel in the Lawsuit on defendants. I filed the notice of appearance with the court on July 14, 2022.
13. On July 15, 2022, the Chesapeake Circuit Court entered an order granting Ballard 21 days from July 15, 2022, to provide supplemental responses to the Requests for Admissions. I timely provided supplemental responses on Ballard's behalf.
14. On January 10, 2023, defendants filed a notice setting their previously filed motion to dismiss the Lawsuit and motions for bills of particulars for hearing on February 8, 2023.
15. On February 7, 2023, the eve of the scheduled hearing, I agreed to dismiss all counts of the Lawsuit pertaining to the Chesapeake property "without prejudice." I did not obtain Ballard's consent to dismiss any counts related to the Chesapeake property. I interlineated the order dismissing the claims to the Chesapeake property "without prejudice," however, this was the second dismissal as to these claims. Va. Code Section 8.01-380(B)<sup>2</sup> provides that only one nonsuit may be taken as to a cause of action as a matter of right.

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<sup>2</sup> § 8.01-380. Dismissal of action by nonsuit; fees and costs.

B. Only one nonsuit may be taken to a cause of action or against the same party to the proceeding, as a matter of right, although the court may allow additional nonsuits upon reasonable notice to counsel of record for all defendants and upon a reasonable attempt to notify any party not represented by counsel, or counsel may stipulate to additional nonsuits. The court, in the event additional nonsuits are allowed, may assess costs and reasonable attorney fees against the nonsuiting party. When suffering a nonsuit, a party shall inform the court if the cause of action has been previously nonsuited. Any order effecting a subsequent

16. I also agreed to file a Bill of Particulars by February 22, 2023, and acknowledged that if the Bill of Particulars was not filed by this date, the Lawsuit should be dismissed *in toto*.
17. On February 22, 2023, I filed a bill of particulars on Ballard's behalf.
18. Three weeks later, on March 15, 2023, defendants filed pleas in bar to the Lawsuit seeking dismissal with prejudice and costs. The pleas in bar were very similar, if not identical, to the pleas in bar to the first lawsuit. No facts had changed during my representation of Ballard.
19. I did not inform Ballard that defendants filed the pleas in bar or explain the pleas in bar, or their potential impact on her case, to Ballard.
20. On April 27, 2023, defendants noticed a hearing on the pleas in bar for September 6, 2023.
21. On April 27, 2023, Ballard texted me requesting a meeting. I did not then, or later, notify Ballard of the pleas in bar or the hearing on the pleas in bar. Instead, I responded to Ballard that I was involved in a dispute with opposing counsel regarding my request that opposing counsel produce his client for deposition; however, there is no evidence in my file or documentation that I had requested any depositions or that my statement to Ballard is accurate.
22. On July 19, 2023, Ballard texted me a screenshot of a partial docket of her case. The docket reflected that a hearing on the plea in bar was set for September 6, 2023. She asked, "What is this? Plea in Bar?"

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nonsuit shall reflect all prior nonsuits and shall include language that reflects the date of any previous nonsuit together with the court in which any previous nonsuit was taken.

I responded, "They want to dismiss your case."

Ballard asked, "Who is they?"

I responded, "I will call you. Texting is truncated."

23. Between July 19, 2023, and September 6, 2023, Ballard and I texted frequently;

however, I never texted Ballard about the pleas in bar.

24. On September 6, 2023, Ballard texted me,

Ok please remind me of our court date.

I thought I put it on my calendar[.]

I answered, "I will call you in a bit."

Ballard responded, "Ok I will be leaving at 7[.]" and

"Hello again I just looked it up and I see it's today[.]"

I answered,

"The hearing is off – I will call you when I get settled..."

I also stated, "Am headed to pickup loaner car."

Ballard answered, "Ok no worries take your time[.]"

Ballard understood that I was continuing the hearing because I was moving my daughter to Princeton.

25. Instead, without Ballard's knowledge, I had reached out to opposing counsel to see

whether he would object to a second nonsuit to avoid the September 6 hearing.

26. I explained to the bar investigator that I agreed to dismiss the Lawsuit with prejudice

because I was facing a plea in bar and 20-page brief which I believed would lead the

court to grant “pretty severe” sanctions<sup>3</sup> because, according to me, *the case should not have been filed originally*.

27. At the time I was engaged as counsel, in July 2022, I had obtained prior counsel’s file and saw the previous plea in bar, identical to the one I was “facing” in September 2023. I knew prior to taking the case of potential defenses, and nothing changed during his representation of Ballard. I had also been “facing” the plea in bar for almost six months, without discussing it with Ballard.

28. Opposing counsel stated he would get back with me, which he did, after which we exchanged draft orders of nonsuit, all without Ballard’s involvement or consent.

29. On September 12, 2023, without informing Ballard, and without her authorization, I signed an Agreed Order of Nonsuit dismissing all of Ballard’s claims with prejudice and decreeing that any and all memoranda of lis pendens that may have been recorded, including but not limited to both the Chesapeake and Norfolk properties, were released and stricken from the land records of any court of record.

30. On September 14, 2023, I and defense counsel filed the Agreed Order of Nonsuit dismissing Ballard’s Lawsuit with prejudice. The Agreed Order of Nonsuit was recorded September 14, 2023 in Chesapeake Circuit Court.

31. I did not then notify Ballard that I had dismissed the Lawsuit with prejudice or that I released all memoranda of lis pendens. I never provided Ballard with the Agreed Order

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<sup>3</sup> Defendants had not requested sanctions, only fees and costs.

of Nonsuit dismissing with prejudice the Lawsuit, all claims therein, and the memoranda of lis pendens.

32. When the bar investigator asked me whether I kept Ballard informed of these discussions to dismiss the Lawsuit, I stated, “I believe I was.” I stated it was a moving target in terms of the timing, and I wanted to have it concluded before the hearing which was set for September 6. When asked if I told Ballard that I was discussing a nonsuit with opposing counsel, I stated, “I think the language I used was, I don’t recall specific language.... we don’t have a case.” When asked if I explained to Ballard that a second nonsuit would mean that she could not refile her lawsuit, I answered, “I don’t recall one way or another.” I noted again that it was a moving target, and Ballard was angry. I stated that time still remained to sue prior counsel.
33. I did not explain to Ballard that the Agreed Order of Nonsuit was a final dismissal with prejudice.
34. On September 21, 2023, instead of explaining what I had done, I texted Ballard that it was time to “[g]o after your former lawyer.”
35. On October 5, 2023, Ballard texted me, “Oh one more thing I forgot to ask you is it too late to foreclose on [the Norfolk property]?” I responded that I was unsure and would call someone who knew.
36. I did not explain then to Ballard that she could not foreclose on the Norfolk property because I had dismissed with prejudice any and all claims as to the Norfolk and Chesapeake properties and released the lis pendens on both properties.

37. In October 2023, Ballard was informed by the Clerk's Office, Chesapeake Civil Division that I dismissed the Lawsuit with prejudice.

38. On October 8, 2023, Ballard texted me stating that she was going to obtain a copy of the dismissal from the court because she did not sign anything stating that she wanted to dismiss the case. She told me that something was "fishy" and reiterated that she did not agree to dismiss the case. I responded that she agreed to a non-suit<sup>4</sup>. Ballard texted that she "agreed to a continuance" and "[t]here is nothing about a non-suit on the paper work." Ballard questioned, "Why would I fight that hard for a hearing only to dismiss it." Ballard stated that she "will never know what the Judge was going to rule on. I had witnesses that new my condition[.]" I texted that I had explained to her that

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<sup>4</sup> Pursuant to 8.01-380[B] the second non-suit was a dismissal with prejudice.

the true wrongdoer in all this was your previous counsel. First, she didn't seal your medical records. Second, she didn't foreclose on the property when she had the opportunity to do so.... When we met, I recommended and you agreed to (a) non-suiting the pending case and (b) filing suit against your previous counsel. Last Friday, I also recommended placing a judgment lien on the property – which you agreed.

39. On October 8, 2023, I also texted Ballard, “Non-suit gives 6 months to file from date of entry.”

40. On October 8, 2023, I also texted Ballard that they “need to be laser-focused on getting that judgment lien attached to the property.” The judgment lien to which I referred was a lien for about \$3,000 for the personal property from her mother's business.

41. On October 10, 2023, I texted Ballard to get a verified copy of the judgment for the personal property, which had been entered in Norfolk. Ballard was unable to do so because an abstract of judgment was required. Ballard then went to Chesapeake Circuit Court where the clerk provided her with a copy of the Agreed Order of Nonsuit dismissing the Lawsuit with prejudice.

42. On October 10, 2023, Ballard asked me, “Why did you get the case withdrawn with prejudice now it can never be reopened ? That's the part I still don't get[.]”

43. By text dated October 10, 2023, I responded, “Wait – what? That's not a non-suit.” Ballard replied, “Well it says with prejudice on the second page.” I stated I would re-read it in the morning. Ballard responded “ok,” and “The clerk said u sent it in a few dates letter u don't know what u wrote?” I responded, “Alright talk to you in the morning[.]”

44. After midnight, I texted, “As of right now, and through your legwork...” and “You know the rest[.]”
45. On the morning of October 11, 2023, Ballard asked me about the cryptic text that I had sent her the night before. I stated, “Really Ms. Mel? The property is attached with daily interest accruing because of your efforts – with foreclosure on the horizon.” Ballard stated, “I didn’t know that.”
46. On October 18, 2023, I asked Ballard if it had been 10 days since the entry of the judgment lien.
47. In October 2023 I texted Ballard that I knew of an attorney who could assist with foreclosing. On October 31, 2023, I texted Ballard that I would reach out to this attorney.
48. Throughout November 2023, Ballard asked me for updates on what she believed was a viable foreclosure proceeding, which I had recommended. I evaded Ballard.
49. By text dated November 29, 2023, I told Ballard that I was unfamiliar with the foreclosure process. I texted Ballard that Ballard and I agreed that her best course of action was to sue her prior attorney.
50. In December 2023, I provided Ballard with a proposed retainer agreement by which Ballard was to pay me more money, an additional \$1,000, to sue Ballard’s former attorney for malpractice. Ballard refused to pay the additional \$1,000. Ballard noted that nothing changed from when I accepted the case to when I dismissed the case without her authorization.

51. By texts exchanged December 12, 2023, Ballard questioned me about my dismissing the Lawsuit with prejudice without consulting with her. She also questioned new paperwork about suing her prior counsel and stated that she was “tired of being lied to” and that I had only made things worse by “withdrawing everything that [Ballard] put in place.” I asserted that I had spoken with the attorney who could assist with the foreclosure proceeding.
52. On December 13, 2023, Ballard asked me whether someone paid me to withdraw from her case.
53. At some point in December 2023, Ballard requested that I refund her advanced legal fee. I did not do so.
54. In March 2024, Ballard again asked me about the status of the foreclosure. I answered that Ballard had to specifically allege fraud, but I did not clarify that my dismissal of the Lawsuit with prejudice eliminated any possibility of filing any lawsuit based on a theory of fraud, regardless of whether Ballard could plead fraud with specificity. Ballard reiterated that she did not authorize my dismissal of the Lawsuit.
55. By text dated March 29, 2024, Ballard requested her file and an accounting. Ballard noted that I “lied about refunding [her] money and filing the foreclosure” and that she would add that to a complaint. “As it stands all you did was withdraw and cancel everything I had in place. You could have just left it alone and I probably would have had a better chance, and I would still had my money that I wasted paying you.”
56. By text dated March 29, 2024, I told Ballard that the file would be sent no later than Tuesday of next week and he texted that “[a] check will be sent with the file.”

57. On April 8, 2024, I lied to Ballard that I had mailed the refund. I subsequently acknowledged to the bar investigator that I offered a refund but never “acted on it.” I did not refund any portion of the advanced legal fee to Ballard.

**My Failure to Preserve the Unearned Fee and the Failure to Refund the Unearned Fee**

58. I charged Ms. Ballard a \$1,500 flat fee to represent her in the real estate action. I did not set forth the fee agreement in writing, nor did I provide any benchmarks allowing me to deduct any portion of the advanced legal fee as earned before completion of the representation.

59. Ballard paid me the following amounts on the following dates:

- a. \$500.00 on July 19, 2022;
- b. \$500.00 on September 22, 2022;
- c. \$400 on November 11, 2022; and
- d. \$100 on December 5, 2022.

60. I did not deposit any of the advanced legal fees in a trust account. Instead, I deposited the fees in my personal checking account, treating the funds as earned prior to completing the representation.

61. As set forth above, I did not refund any of Ballard’s fee to her despite my representation that I would do, and had done, so.

**II. NATURE OF MISCONDUCT**

My actions constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

*By accepting \$1,500 for a case that I believed lacked merit and a case that I did not understand when I accepted it, the merits of which did not change during the course of my representation of Ballard, and*

*By doing little to no work for Ballard during my representation of her and by doing nothing to become competent, and instead dismissing a portion of the Lawsuit early on, and then the entire Lawsuit with prejudice, both times immediately prior to hearings, and*

*By removing the lis pendens filed by prior counsel, and*

*By not understanding and misadvising Ballard that she could refile her claims a third time within six months, when that is incorrect pursuant to Va. Code §8.01-380.B., and when that contradicted an order that I helped draft and that I signed, explicitly stating that the dismissal was with prejudice, I violated Rule 1.1.*

#### RULE 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

*By failing to review the case file when I accepted the representation and to advise Ballard of my assessment of the pleas in bar, the memorandum in support, and their impact on the lawsuit;*

*By not advising Ballard of filings made by defendants or providing them to her, including the pleas in bar which were filed in March 2023;*

*By not explaining the pleas in bar and their potential impact on the lawsuit to Ballard;*

*By not advising Ballard about hearings, including the hearing on the pleas in bar which was noticed on April 27, 2023 for September 6, 2023;*

*By not informing Ballard about the dismissal of claims relating to the Chesapeake property in February 2023;*

*By proposing to dismiss the Lawsuit without consulting Ballard;*

*By agreeing to dismiss Ballard's Lawsuit with prejudice in September 2023 and removing Ballard's lis pendens without consulting with Ballard and without Ballard's authorization;*

*By misrepresenting to Ballard in September 2023 that the hearing on the plea in bar was off without explaining how and why it was that I had removed the hearing, namely by dismissing the Lawsuit with prejudice and removing the lis pendens without Ballard's consent;*

*By not providing Ballard with the Agreed Order of Nonsuit dismissing the Lawsuit with prejudice;*

*By not telling Ballard that I dismissed the Lawsuit with prejudice and removed the lis pendens;*

*By concealing from Ballard that the Chesapeake Circuit Court entered the dismissal order of the Lawsuit with prejudice on September 14, removing the lis pendens;*

*By misleading Ballard even after she learned about the dismissal through the Clerk, and failing still to provide Ballard with the Agreed Order of Nonsuit instead misstating that she could refile the suit within six months, knowing that I explicitly dismissed all claims in her Lawsuit with prejudice; and*

*By deflecting and not explaining to Ballard the actual case status and her options, including a malpractice claim against him, and instead encouraging a claim against her prior counsel,*

*I violated Rule 1.2(a), 1.3(b), and 1.4 (a-c).*

**RULE 1.2 Scope of Representation**

(a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (b), (c), and (d), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision, after consultation with the lawyer, whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

**RULE 1.3 Diligence**

(b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

**RULE 1.4 Communication**

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

(c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.

*For all the foregoing reasons and*

*By misrepresenting to Ballard that "the check would be sent with the file," and not sending the check, or any portion of advanced legal fee, even after I had represented that I was doing so, I violated Rule 8.4(c).*

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

...

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law;

*By charging an advanced legal fee of \$1,500 for a case that I believed had no merit and then failing to return any of the fee after I dismissed the case with prejudice without my client's consent, I violated Rule 1.5(a).*

RULE 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

*By failing to preserve Ballard's advanced legal fee of \$1,500 in a trust account, I violated Rule 1.15(a)(1).*

**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 return any portion of the advanced legal fee to Ballard, despite not having earned the fee, I violated Rule 1.15(b)(4), 1.16(d), and 8.4(b).*

**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[.]

**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).

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[.]

**VS B Docket No. 24-031-132026**

**Complainant: Daria Avent**

**I. STIPULATIONS OF FACT**

1. At all relevant times, I was a member of the VSB.
2. By representation agreement dated November 18, 2023, I agreed to represent Reverend Daria Avent in her divorce for a flat fee of \$6,000.
3. My representation agreement provided for a flat fee. I did not include any benchmarks designating portions of the fee earned on completion of tasks. I misstated in my representation agreement that the fee was earned on receipt.
4. Reverend Avent paid me the \$6,000 advanced legal fee as follows:
  - November 17, 2023 - \$505.00 payment.
  - November 22, 2023 - \$5,500.
5. I did not deposit the advanced legal fees in my trust account, did not preserve any of the fee in my trust account, and I never refunded any of the fee to Reverend Avent despite prematurely terminating the representation.
6. On November 21, 2023, I filed a divorce complaint on Reverend Avent's behalf. Reverend Avent's husband filed an answer by December 21, 2023.

7. On April 8, 2024, I submitted a one-page brief settlement conference statement, and I represented Reverend Avent at the settlement conference on April 9. The matter did not settle.
8. On April 18, 2024, I filed a motion to withdraw as counsel, but I never requested a hearing thereon.
9. On April 19, 2024, I provided Reverend Avent with a fee statement which purported to show that I earned more than the \$6,000 flat fee, based on an hourly rate of \$250, to which Reverend Avent never agreed. I invited Reverend Avent “to let [me] know what [she thinks] is a fair refund in this matter. I will consider it fairly and respond accordingly.”
10. I never refunded any amounts to Reverend Avent.
11. I never performed any other actions on Reverend Avent’s behalf and acted as if the relationship terminated as of the date I filed my motion to withdraw; however, I never set a hearing on the motion to withdraw and never obtained leave of court to withdraw as counsel.
12. In December 2024, Reverend Avent dismissed the divorce as she reconciled with her husband.

## II. NATURE OF MISCONDUCT

My actions constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct<sup>5</sup>:

*By unilaterally, without Reverend Avent's consent and leave of court, terminating my representation of Reverend Avent in her divorce and failing to do anything on Reverend Avent's behalf after the failed settlement conference, I violated Rule 1.3(b).*

### RULE 1.3 Diligence

(b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

*By withdrawing as counsel without obtaining leave of court and essentially abandoning my client's divorce until the suit was dismissed, and*

*By failing to refund any portion of the \$6,000 advanced legal fee,*

*I violated Rules 1.16(c) and (d).*

### RULE 1.16 Declining Or Terminating Representation

(c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable Rules of Court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.

(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

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<sup>5</sup> Italicized language is explanatory and is not intended to limit the findings of the tribunal.

employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

*By taking and keeping a \$6,000 advanced legal fee that I did not earn and misstating to Reverend Avent that the fee was “earned upon receipt,” I violated Rule 1.5(a).*

**RULE 1.5 Fees**

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

*By failing to deposit and preserve Reverend Avent’s advanced legal fee of \$6,000 in a trust account, I violated Rule 1.15(a)(1).*

**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 return any portion of the advanced legal fee to Reverend Avent, despite not having earned the fee, I violated Rule 1.15(b)(4), 1.16(d), and 8.4(b).*

#### 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[.]

#### 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).

#### 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[.]

E. I acknowledge that all the foregoing facts upon which the allegations of misconduct are predicated are true.

F. I submit this Affidavit and consent to the revocation of my license to practice law in the Commonwealth of Virginia because I know that if the disciplinary proceedings based on the alleged misconduct were prosecuted to a conclusion, I could not successfully defend them.

Executed and dated on 08/21/2025.

*Brian K. Telfair*  
\_\_\_\_\_  
Brian Kraig Telfair  
Respondent

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Richmond, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Brian Kraig Telfair on 08/21/2025



Digitally signed by  
DaVida Michelle Davis  
Date: 2025.08.21  
19:51:40 -04'00'

\_\_\_\_\_  
Notary Public

My Commission expires: 5/31/2026.