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September 29, 2026

VIA CERTIFIED, REGULAR & ELECTRONIC MAIL

Elwood J. Baldwin, Jr., Esq.



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Re: **In the Matter of Elwood J. Baldwin, Jr.**
Docket No. DRB 26-171
District Docket Nos. IV-2024-0018E; IV-2024-0019E;
IV-2024-0027E; and IV-2024-0028E
LETTER OF ADMONITION

Dear Mr. Baldwin:

The Disciplinary Review Board (the Board) has reviewed the motion for discipline by consent (censure or such lesser discipline as the Board deems appropriate) filed by the District IV Ethics Committee (the DEC) in the above matter, pursuant to R. 1:20-10(b). Following a review of the record, the Board granted the motion and determined to impose an admonition, with a condition, for your violation of RPC 1.1(b) (engaging in a pattern of neglect); RPC 1.3 (four instances – lacking diligence); RPC 1.4(b) (failing to communicate with a client); and RPC 1.5(b) (four instances – failing to set forth, in writing, the basis or rate of the legal fee).

On August 22, 2023, Irene Alley retained you following a telephone conversation in which you discussed preparing her estate plan. Although you

did not provide Alley with a written retainer agreement, she paid you a \$995 legal fee to draft the estate documents she required.

You could not immediately begin to draft Alley's estate plan because several important details remained undecided during your initial telephone conversation. Nevertheless, from August 23 through September 14, 2023, you exchanged e-mails with Alley regarding the terms of her estate plan until you informed Alley that you would be out of the office for a vacation.

On October 3, 2023, you told Alley that you had been out of the office due to an illness following your vacation. You and Alley resumed communicating via e-mail about the unresolved terms of her estate plan, which you were able to resolve during an October 6, 2023 Zoom meeting. On October 24, 2023, you sent an e-mail to Alley informing her that, because your illness had continued, you reduced the number of hours you worked. Nevertheless, you told her that you would attempt to finalize her documents that week.

Approximately one month later, on November 10, 2023, you informed Alley that you were still preparing her documents and that you would send them to her "soon." On December 7, 2023, you told Alley that you had returned to the office "full time" and assured her you would finish the documents and provide them to her the following week. However, on December 21, 2023, you sent an e-mail to Alley informing her that you had been out of the office for one week after developing COVID-19 but again assured her that you would provide her with the estate documents soon.

On January 8, 2024, you spoke with Alley and her daughter about the terms of Alley's estate plan. This was your last conversation with her and you did not provide Alley with an estate plan.

In another client matter, following a September 11, 2022 initial consultation, Eileen Weisgerber retained you to probate the estate of her late brother, John Gorecki. Accordingly, on September 12, 2022, Weisgerber paid you a \$4,500 legal fee to complete the tasks required to probate Gorecki's estate. You did not provide Weisgerber with a written retainer agreement.

You regularly communicated with Weisgerber as you began obtaining the information needed to open a probate with the Camden County Surrogate's

Office. Indeed, from fall 2022 through summer 2023, you and Weisgerber regularly communicated.

On August 1, 2023, Weisgerber sent an e-mail to you, indicating that she received the last document that was needed to complete and file the estate's New Jersey inheritance tax return. In the e-mail, Weisgerber also asked you about one of Gorecki's bank accounts. You told Weisgerber you would contact her later that week to discuss the bank account.

On October 23, 2023, you sent an e-mail to Weisgerber explaining that you had been out of the office for several weeks due to an illness and that you would finish the estate's inheritance tax return the following week. However, as of December 15, 2023, you still had not finished the inheritance tax return.

On December 20, 2023, Weisgerber sent an e-mail to you, advising that she had received a \$1,361 invoice for the renewal of her administrator's bond. She explained that if the estate was not finalized by January 17, 2024, she would be responsible for paying the invoice. You replied to her e-mail the following day, informing Weisgerber that you had been out of the office for most of fall 2023 due to an illness and that you anticipated completing the estate's inheritance tax return when you recovered from COVID-19 and returned to the office. However, your December 21, 2023 e-mail was the last time you communicated with Weisgerber, and you did not provide her with a completed inheritance tax return for Gorecki's estate.

In a third client matter, in August 2023, Valoria Ann Rice retained you to prepare an estate plan. Although you and Rice did not execute a written retainer agreement, your legal fee was \$995 and Rice paid \$200 in cash toward the fee.

On September 12, 2023, Rice met with you in your office and executed completed estate plan documents. You told her you would deliver the documents to her after the vacation you had planned for the following week. On October 20, 2023, Rice sent an e-mail to you inquiring about the status of her documents. On November 17, 2023, she sent another e-mail asking about delivery of her documents. You informed Rice that you had been out of the office due to an illness and that you would provide her with the documents upon your return.

However, for nearly one year, you failed to communicate with Rice and did not deliver the documents to her until September 2024.

On April 5, 2023, a fourth client, Megan Elyse Maltenfort, and her spouse, Robert Bullock, retained you to prepare their estate plans. They paid a \$2,095 legal fee to prepare the estate plans, but you did not provide a written retainer agreement. From April 2023 through August 2023, you communicated with Maltenfort via e-mail regarding revisions to the estate plans.

On August 4, 2023, Maltenfort and Bullock met with you at your office and executed their estate plans. You told them you would deliver the documents the following week.

However, from August 2023 through the beginning of November 2023, Maltenfort contacted you by telephone and sent e-mails asking about her documents but received no reply. On November 4, 2023, Maltenfort sent an e-mail to you inquiring about the delivery of their estate plans. On November 13, 2023, you replied to Maltenfort's e-mail to advise that you had been out of the office due to an illness and that, upon your return, you expected to deliver the documents to her.

However, four months later, on March 21, 2024, Maltenfort again sent an e-mail to you asking about the status of her documents. You replied the same date to advise that you were still out of the office due to an illness, but expected to return in ten days, at which time you would deliver the documents to her. On April 3, 2024, you sent an e-mail to Maltenfort advising that you would mail her documents on April 5, 2024, and that she would receive them the following week.

Ultimately, you failed to communicate with Maltenfort and Bullock until September 2024, when you delivered the two estate plans.

Finally, during the DEC's investigation of the aforementioned estate matters, you disclosed that a fifth client, James Richardson, retained you to prepare an estate plan. He paid your \$1,495 legal fee but you admitted to the DEC that you did not draft an estate plan for Richardson. You also did not provide Richardson with a written retainer agreement. However, you told the DEC that you had provided Richardson with a full refund of his legal fee. The DEC attempted to contact Richardson twice to speak with him about your representation, but he did not reply.

Based on the foregoing facts, you stipulated that you violated RPC 1.1(b); RPC 1.3; RPC 1.4(b); and RPC 1.5(b).

Based on the above facts, the Board concluded that, despite repeatedly assuring each client you would provide them with their estate plans, you grossly neglected and lacked diligence in preparing the estate plans in the Alley; Weisgerber; Rice; and Maltenfort matters, in violation of RPC 1.1(b) and RPC 1.3. Further, although you belatedly provided Rice and Maltenfort with their estate plans, you failed altogether to provide Alley or Weisgerber with theirs. Nevertheless, you voluntarily provided all four clients with a refund of the legal fees they paid.

Moreover, the Board found there was no question you violated RPC 1.4(b) by failing to reply to Weisgerber's questions about the inheritance tax return for her brother's estate.

Finally, the record clearly established that you violated RPC 1.5(b) by failing to provide Alley; Weisgerber; Rice; or Maltenfort with a written retainer agreement explaining the basis for your legal fee in those matters.

In mitigation, you admitted your misconduct, thereby conserving disciplinary resources. You also have no discipline in twenty-seven years at the bar, a factor the Board accorded significant weight. Moreover, you presented medical evidence that helped to explain your neglect of your client matters, which occurred at approximately the same time you began experiencing health issues and lost your treatment provider. You also voluntarily refunded the legal fees you charged each client.

There were no aggravating factors.

In imposing only an admonition, the Board determined that, on balance, an admonition is a sufficient quantum of discipline to protect the public and preserve confidence in the bar.

Additionally, based on your health struggles, the Board determined that, if you seek to reactivate your law license, you must provide the OAE with proof of fitness to practice law, as attested to by a medical doctor approved by the OAE.

Your conduct has adversely reflected not only on you as an attorney but also on all members of the bar. Accordingly, the Board has directed the issuance of this admonition to you. R. 1:20-15(f)(4).

A permanent record of this occurrence has been filed with the Clerk of the Supreme Court and the Board's office. Should you become the subject of any further discipline, this admonition will be taken into consideration.

The Board also has directed that the cost of the disciplinary proceedings be assessed against you. An invoice of costs will be forwarded to you under separate cover.

Very truly yours,

/s/ Timothy M. Ellis

Timothy M. Ellis
Chief Counsel

TME/akg

c: Chief Justice Stuart Rabner
Associate Justices
Heather Joy Baker, Clerk
Supreme Court of New Jersey
Hon. Mary Catherine Cuff, P.J.A.D. (Ret.), Chair
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Johanna Barba Jones, Director
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