

VIRGINIA:

BEFORE THE SECOND DISTRICT, SECTION I SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR

IN THE MATTER OF  
JENIFER SHIREY

VSb Docket No. 26-021-137790

SUBCOMMITTEE DETERMINATION  
(PUBLIC REPRIMAND WITHOUT TERMS)

On September 8, 2026, a meeting in this matter was held before a duly convened Second District, Section I Subcommittee consisting of Constance Joy Vandervelde, Esq., Chair; Ann Burke Brogan, Esq., Member; and Lloyd Anthony Petersen, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand without Terms pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4. The agreed disposition was entered into by the Virginia State Bar, by Shelley L. Spalding, Senior Assistant Bar Counsel, and Jenifer Shirey ("Respondent"), pro se.

WHEREFORE, the Second District, Section I Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand without Terms:

I. FINDINGS OF FACT

1. Jenifer Shirey ("Respondent") was admitted to the Virginia State Bar ("VSB") in 1998 and at all relevant times thereafter was a member of the VSB.

2. On or about February 27, 2025, Marion E. Quinn ("Complainant") retained Respondent to pursue a veterinary malpractice claim in connection with the death of Complainant's dog. Pursuant to a fee agreement between Respondent and Complainant, the scope of the representation was "prelitigation demand letter and negotiation in claim against Hickory Veterinary Hospital."

3. Also on February 27, 2025, Complainant paid Respondent \$1,050, by check, which Respondent deposited into her trust account the same day.

4. Shortly thereafter Complainant provided her original veterinary records to Respondent.

5. Prior to Complainant retaining Respondent, the veterinary practice had offered Complainant a \$5,000 settlement in the matter.

6. Beginning around July 2025, Complainant started having trouble reaching Respondent. Respondent stated that she spoke with Complainant several times by phone during the summer of 2025, but also acknowledged that she probably did not return some phone calls. Complainant provided copies of text messages to Respondent dated June 27, 2025, July 11, 2025, July 18, 2025, August 12, 2025, August 22, 2025, September 8, 2025, September 15, 2025, September 30, 2025, and October 9, 2025 that corroborate that she was texting Respondent seeking updated with no response.

7. In August 2025 Complainant contacted the Veterinarian's malpractice carrier to advise them that she would accept the \$5,000 settlement offer they previously made and was advised that offer was no longer available because so much time had passed.

8. On December 15, 2025, Complainant filed her bar complaint against Respondent.

9. In July 2026 Respondent returned Complainant's original veterinary records to her and refunded the entire \$1,050 in fees Complainant had paid to Respondent.

10. During the VSB's investigation, Respondent represented to the VSB's investigator that she has closed her practice and retired from the practice of law.

## II. NATURE OF MISCONDUCT

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

*By failing to respond to Complainant's request for updates on June 27, 2025, July 11, 2025, July 18, 2025, August 12, 2025, August 22, 2025, September 8, 2025, September 15, 2025, September 30, 2025, and October 9, 2025, Respondent violated Rule 1.4(a) as set forth below.*

### **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.

*By failing to refund Complainant's unearned fees from the fall of 2025 when Respondent constructively terminated her representation of Complainant, until July 2026, Respondent failed to promptly pay Complainant funds she was entitled to receive and violated Rule 1.15(b)(4) as set forth below.*

### **Rule 1.15 Safekeeping Property**

(a) 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 refund Complainant's unearned fees from the fall of 2025 when Respondent constructively terminated her representation of Complainant, until July 2026, Respondent violated Rule 1.16(d) as set forth below.*

*By failing to return Complainant's file, which included original veterinary records, from the fall of 2025, when Respondent constructively terminated her representation of Complainant, until July 2026, Respondent violated Rule 1.16(e) as set forth below.*

### **Rule 1.16 Declining Or Terminating Representation**

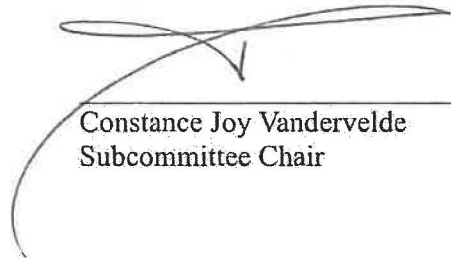
(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling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

(e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

### III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand without Terms, and Jenifer Shirey is so reprimanded. Pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

SECOND DISTRICT, SECTION I SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR



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Constance Joy Vandervelde  
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on 9/30/2026, a true and complete copy of the foregoing Subcommittee Determination was sent to Jenifer Shirey, Respondent, by certified mail at 1500 Saybrook Cv, Virginia Beach, VA 23464-7804, Respondent's last address of record with the Virginia State Bar, and by email to shireylaw@aol.com.



Shelley L. Spalding  
Senior Assistant Bar Counsel

**VIRGINIA:**

**BEFORE THE SECOND DISTRICT, SECTION I SUBCOMMITTEE  
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF  
JENIFER SHIREY**

**VS B Docket No. 26-021-137790**

**AGREED DISPOSITION  
PUBLIC REPRIMAND WITHOUT TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4, the Virginia State Bar, by Shelley L. Spalding, Senior Assistant Bar Counsel, and Jenifer Shirey, Respondent, *pro se*, enter into the following agreed disposition arising out of this matter.

**I. STIPULATIONS OF FACT**

1. Jenifer Shirey (“Respondent”) was admitted to the Virginia State Bar (“VSB”) in 1998 and at all relevant times thereafter was a member of the VSB.

2. On or about February 27, 2025, Marion E. Quinn (“Complainant”) retained Respondent to pursue a veterinary malpractice claim in connection with the death of Complainant’s dog. Pursuant to a fee agreement between Respondent and Complainant, the scope of the representation was “prelitigation demand letter and negotiation in claim against Hickory Veterinary Hospital.”

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## II. NATURE OF MISCONDUCT

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

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### **RULE 1.4 Communication**

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### **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;

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#### **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).

(e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client's new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer's file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client's refusal to pay for such materials as a basis to refuse the client's request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.

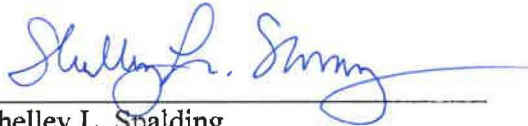
### **III. PROPOSED DISPOSITION**

Accordingly, Senior Assistant Bar Counsel and Respondent tender to a subcommittee of the Second District, Section I Committee for its approval the agreed disposition of a Public Reprimand without Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Second District, Section I Committee.

If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, Section IV, Paragraph 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

VIRGINIA STATE BAR



Shelley L. Spalding  
Senior Assistant Bar Counsel



Jenifer Shirey  
Respondent