

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

IN THE MATTER OF

JON EDWARD SHIELDS
ATTORNEY AT LAW

VSDB DOCKET NO.. 19-053-114105

CONSENT TO REVOCATION ORDER

On October 22, 2020, came Respondent JON EDWARD SHIELDS (“Respondent”) and presented to the Board an Affidavit Declaring Consent to Revocation (“Affidavit”) of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit and Certification, Respondent acknowledges that that the material facts upon which the allegations of Misconduct are pending are true.

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

Upon consideration whereof, it is therefore ordered that Jon Edward Shield’s license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of JON EDWARD SHIELDS be stricken from the Roll of Attorneys of this Commonwealth.

Entered this 22nd day of October, 2020

VIRGINIA STATE BAR DISCIPLINARY BOARD

By Yvonne S. Gibney Digitally signed by Yvonne S. Gibney
Date: 2020.10.22 15:54:31 -04'00'
Yvonne S. Gibney
Chair



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
JON EDWARD SHIELDS

VSB Docket No. 19-053-114105

AFFIDAVIT DECLARING CONSENT TO REVOCATION

I, Jon Edward Shields, after being duly sworn, state as follows:

1. I was licensed to practice law in the Commonwealth of Virginia on October 12, 1989.
2. I submit this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28.
3. My consent to revocation is freely and voluntarily rendered, I am not being subjected to coercion or duress, and I am fully aware of the implications of consenting to the revocation of my license to practice law in the Commonwealth of Virginia.
4. I am aware that there is currently pending a proceeding involving allegations of misconduct, the specific nature of which is set out in the attached Subcommittee Determination (Certification).
5. I acknowledge that the material facts upon which the allegations of misconduct are predicated are true.
6. 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 said alleged misconduct were brought or prosecuted to a conclusion, I could not successfully defend them.

#

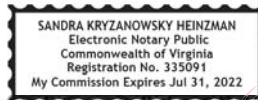
Executed and dated on October 22, 2020,



Jon Edward Shields
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 Jon Edward Shields on October 22, 2020.

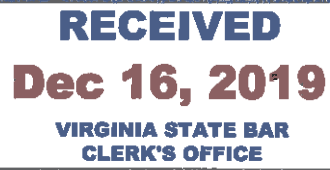


Digitally signed by Sandra
Heinzman
Date: 2020.10.22 15:32:38 -04'00'

Notary Public

My Commission expires: July 31, 2022.#

#



VIRGINIA:

BEFORE THE FIFTH DISTRICT, SECTION III SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
JON EDWARD SHIELDS

VS B Docket No. 19-053-114105

SUBCOMMITTEE DETERMINATION
(CERTIFICATION)

On November 20, 2019, a meeting in this matter was held before a duly convened Fifth District, Section III Subcommittee consisting of John Kassabian, Chair Presiding; Samuel Leven, Member; and Poonam Magar, Lay Member. Pursuant to Part 6, § IV, ¶ 13-15.B.3 of the Rules of the Supreme Court of Virginia, the Fifth District, Section III Subcommittee of the Virginia State Bar (“VSB”) hereby serves upon Jon Edward Shields (“Respondent”) the following Certification:

I. ALLEGATIONS OF FACT

1. At all relevant times, Respondent has been a member in good standing of the VSB.
2. Complainant Holmes Smith retained Respondent to represent his interests in a partnership dispute in June 2016; however, the pertinent facts relating to the representation began 35 years earlier.
3. On February 5, 1981, Mr. Smith entered into a partnership with Norborne P. Beville, Jr. and Ronald L. Eakin (“the partnership”). The purpose of the partnership was to lease, sell or improve approximately four acres of undeveloped property and four office condominium units.
4. Per the terms of the partnership agreement, the condominium units could be held in the names of the individual partners as trustee, but any partner taking title to the condominium unit was to hold the unit in trust for the benefit of the partnership.
5. On April 24, 2015, Mr. Eakin decided to give up his interest in one of the condominium units, identified as Unit 2B. Mr. Eakin executed a deed for Unit 2B in which he gave Mr. Beville a two-thirds interest and Steele Enterprises, a partnership of which Mr. Smith was a member, one-third interest.

6. Mr. Smith said that Mr. Beville consented to having the deed altered such that each would have a 50% interest. On or about July 30, 2015, Mr. Smith recorded a deed that he had altered to reflect that both Mr. Beville and Steele Enterprises had a 50% interest in Unit 2B.
7. In June 2016, Mr. Beville sued Steele Enterprises for reformation of the deed, an accounting, and partition of the property. On June 30, 2016, Mr. Smith retained Respondent. Mr. Smith and Respondent did not have a written representation agreement. Mr. Smith paid Respondent a \$5,000 advance legal fee, which Respondent deposited into his trust account.
8. Respondent filed an answer to the complaint on July 8, 2016 and responded to a subpoena duces tecum served on Mr. Smith, but otherwise Respondent took little action on the lawsuit.
9. On October 21, 2016, Mr. Smith sent Respondent an email in which he stated that since September 9, he had been requesting a progress report and had heard nothing. Mr. Smith also indicated that he had not seen a copy of the request for an accounting of the condominium complex that Mr. Shields had agreed to send to Mr. Beville.
10. On December 20, 2016, the Court set the matter for trial on June 12, 2017.
11. On February 17, 2017, Mr. Smith's son H. Marshall Smith, also a partner in Steele Enterprises, wrote to Respondent. He expressed frustration that Respondent had not told him of the date of the trial. H. Marshall Smith further expressed frustration that Respondent had either not subpoenaed accounting records from Mr. Beville or, if he had, that Respondent had not provided to Mr. Smith what he had received.
12. On March 1, 2017, Respondent issued a subpoena duces tecum to Mr. Beville seeking an accounting for the entire condominium complex from January 1, 2012 to present.
13. On March 8, 2017, Mr. Beville objected to the subpoena duces tecum as overbroad since his lawsuit was limited to the ownership of a single condominium unit.
14. On March 21, 2017, March 24, 2017 and April 4, 2017, Mr. Smith wrote to Respondent to request an update on the subpoena response. Respondent did not reply.
15. Mr. Smith's April 4, 2017 email to Respondent stated, "We are distressed that you have not communicated with us on this matter in a timely fashion or hardly at all. Can you send us our money back so we can get another attorney that is willing and has time to do the job?"
16. Respondent neither returned Mr. Smith's money nor provided Mr. Smith with a statement reflecting how Respondent had accounted for Mr. Smith's money.
17. In or about June or July, 2017, Respondent signed a Stipulation ("the Stipulation") regarding the pending litigation on behalf of Steele Enterprises. By signing the Stipulation, Respondent agreed that the deed for Unit 2B would be reformed to give Mr.

Beville two-thirds interest and Steele Enterprises one-third interest. The Stipulation further stated that all remaining claims would be dismissed by nonsuit.

18. Respondent neither requested nor received Mr. Smith's authorization to sign the Stipulation.
19. Respondent did not inform Mr. Smith that he had signed the Stipulation.
20. On or about September 13, 2017, Mr. Beville's counsel filed a motion for nonsuit and motion for appointment of a special commissioner to sign a deed. The motion attached the Stipulation, which had the effect of agreeing to the relief sought in Mr. Beville's motion.
21. On September 22, 2017, Mr. Smith, unaware that Respondent had already agreed to reformation of the deed, wrote to Mr. Beville directly and suggested that they settle their differences by allowing Mr. Smith to keep a one-half interest in the unit.
22. On December 5, 2017, the Court entered an order appointing a special commissioner to reform the deed for Unit 2B to give Mr. Beville two-thirds interest and Steele Enterprises one-third interest. Respondent signed the order "Seen and Agreed" on behalf of Steele Enterprises. Respondent had still not told Mr. Smith about the Stipulation, and he did not tell Mr. Smith about the December 5, 2017 hearing or that the Court had entered the order resolving the case.
23. On December 11, 2017, the new deed for Unit 2B was executed.
24. On January 17, 2018, Mr. Beville's counsel sent a letter to Mr. Smith, with a copy to Respondent. The letter stated that counsel understood that Mr. Smith was no longer represented by Respondent, and that they needed to meet to go over the accounting for the condominiums. Mr. Smith was surprised to receive this letter because he believed that Respondent was still representing him.
25. On March 28, 2018, Mr. Smith wrote a letter to Respondent, stating, in relevant part:

Since you apparently have been too busy to return our phone calls and emails, I thought we had better officially contact you by mail.

Since we have engaged you nearly two years ago to represent us in the above matter, the communication from you has been very sparse and we have not heard from you in nearly a year concerning the proceedings of the case.

...

In a recent discovery, we have found that there were Court actions that took place this past fall that we were not given previous notice by your office to appear and voice our position or even you showing up to represent us.

It would appear that you have abandoned our case sometime ago without due notification, and you have let judicial actions take place that are economically detrimental to us. You apparently were given notice of these proceedings, but failed to advise us accordingly or take the appropriate actions yourself.

26. Mr. Smith concluded his March 28, 2018 letter by stating that he would seek to recover the \$5,000 fee he had paid along with his economic losses. Respondent did not reply to the March 28, 2018 letter.
27. Between June and August of 2016, Respondent withdrew the entire \$5,000 advance legal fee from his trust account. However, Respondent never provided Mr. Smith or the bar with a bill reflecting the time he had spent working on Mr. Smith's case, or how he otherwise believed that he had earned the \$5,000 Mr. Smith had paid him.
28. As part of the bar's investigation, Respondent was asked to provide the bar with copies of all correspondence he had sent to Mr. Smith. Respondent did not provide any correspondence that he had sent to Mr. Smith after March 1, 2017.

II. NATURE OF MISCONDUCT

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

By signing the Stipulation and agreeing to the order appointing a special commissioner without Mr. Smith's authorization or knowledge, Respondent violated Rule 1.2(a), as set forth below.

By failing to keep Mr. Smith informed about developments in his case, by failing to respond to Mr. Smith's communications regarding the case, and by failing to inform Mr. Smith that he had signed the Stipulation and effectively settled the case, Respondent violated Rule 1.4(a-c), as set forth below.

By failing to provide Mr. Smith with an accounting regarding his advanced legal fee, Respondent violated Rule 1.15(b)(3), as set forth below.

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 1.4 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.

RULE 1.15 Safekeeping Property

(b) Specific Duties. A lawyer shall:

...

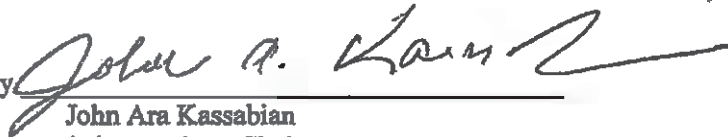
(3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them[.]

III. CERTIFICATION

Accordingly, it is the decision of the Subcommittee to certify the above matter to the Virginia State Bar Disciplinary Board.

**FIFTH DISTRICT, SECTION III SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

By



**John Ara Kassabian
Subcommittee Chair**

CERTIFICATE OF SERVICE

I certify that on 12/16/19, I mailed by certified mail a true and correct copy of the foregoing Subcommittee Determination (Certification) to Jon Edward Shields, Respondent, at P.O. Box 10007, Manassas, VA 20108-0595, Respondent's last address of record with the Virginia State Bar.



Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel