

VIRGINIA:

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

IN THE MATTER OF
JASON EUGENE SWANGO

VSB Docket No. 25-021-135518

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On December 5, 2025, a meeting in this matter was held before a duly convened Second District, Section I Subcommittee consisting of Tammy Gershoni, Esq, Chair; Matthew James Weinberg, Esq., Member; and Zoah Scheneman, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part 6, § IV, ¶ 13-15.B.4. of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Shelley L. Spalding, Assistant Bar Counsel, Jason Eugene Swango ("Respondent"), and James Arthur Cales, III, counsel for Respondent.

WHEREFORE, the Second District, Section I Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. Respondent was admitted to the VSB on October 12, 2006. At all relevant times, Respondent was a member of the VSB, and the sole owner of his Virginia Beach law firm, the Firm for Men.

2. Brian Gonzales ("Complainant") consulted with Respondent regarding a divorce in May 2023. Complainant proceeded with seeking a divorce and retained Respondent; they signed a Representation Agreement on August 15, 2023 ("the Representation Agreement").

3. During Respondent's representation of Complainant, Complainant was on active duty in the United States Navy.

4. The Representation Agreement stated: "In addition, it is important to keep all scheduled appointments. Our Firm reserves the right to charge \$150.00 for any missed scheduled appointments, unless given a prior forty-eight hour notice" ("the Charge for Cancelled Appointments Clause").

5. Complainant advised Respondent when he signed the Representation Agreement, that because he is on active duty in the Navy, there would likely be times when he is underway that he would not be able to give 48 hours notice. Respondent replied that he would take that into consideration. No cancellation fees were imposed against Complainant during the course of Respondent's representation of Complainant.

6. The Representation Agreement also stated: "I also agree that should I dispute any charges I have (7) seven days from the date of the invoice to do so, in writing, specifying which specific charges are disputed and a reason for the dispute. If I do not dispute the charges, within the (7) days of the date of the original invoice in question, I waive any such right to contest charge(s) in any proceeding against the firm or its employees." ("the Seven-Day Waiver of Invoice Disputes Clause").

7. In addition, the Representation Agreement stated: "I also agree not to bring any action for such dispute against the Firm for its employees. If I choose to, I shall pay the attorneys fees associated with such matter and agree that the governing party, based on this agreement, shall rule in favor of the firm." ("the Waiver of Disputes Regarding Invoices Clause").

8. Moreover, the Representation Agreement stated: "I further agree to not post or assist someone with posting any negative or false claims or online reviews about the firm on any

online or social media website or email lists and understand that I will be liable for the amount paid to the Firm (i.e. Paid Fees plus Owed Fees) during my representation time [sic] ten (x10) should I breach this provision or agreement. Any posting shall be a waiver of attorney/client privileges client may have had and the Firm may refute negative reviews and allegations with any written document or by the way of proffering facts known to the Firm. If any provision of this paragraph or agreement is deemed to be unjust, or not enforceable for any reason by a court of competent jurisdiction, only that portion shall be struck, and the remaining document and paragraph contents shall survive.” (“the Non-disparagement Clause”).

9. Furthermore, the Representation Agreement stated: “If you indicate that we have done ‘nothing’ for you or any other variation of such accusation, we may immediately terminate representation immediately and withdraw from your case and charge you for this process.” (“the Done Nothing For You Clause”).

10. Finally, the Representation Agreement stated: “In the event of any breach of contract or any suit filed by the client against this Firm, client shall be responsible for all attorney’s fees and costs of litigation on behalf of this Firm or its members.” (“the Attorney’s Fees Clause”).

11. On November 27, 2023, Respondent’s firm filed a motion to withdraw as counsel in Complainant’s divorce proceeding in the Circuit Court for the City of Virginia Beach, which was granted.

12. Thereafter, the VSB received a complaint from Mr. Gonzales and the VSB requested a response from Respondent. Respondent timely complied with the request and further responded completely to a subpoena issued to him.

13. In his interview with the VSB's investigator, Respondent stated the Representation Agreement is a form agreement he uses with all of his clients.

14. After his interview, Respondent's counsel emailed Mr. Swango's response to further inquiry from the VSB's investigator and stated that Respondent agreed that the Charge for Cancelled Appointments Clause is not appropriate and it had been removed from Respondent's representation agreements going forward.

15. During the course of Respondent's representation, Complainant paid Respondent attorney's fees pursuant to the Representation Agreement.

16. Throughout the investigation, Respondent fully cooperated and provided materials to the VSB. Respondent complied with the subpoena issued to him and cooperated with the VSB investigator, including providing follow up information following the formal interview.

II. NATURE OF MISCONDUCT

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

By entering into the Representation Agreement with Complainant, and charging Complainant's attorney's fees pursuant to that Representation Agreement, which include the Charge for Cancelled Appointments Clause, the Seven-Day Waiver of Invoice Disputes Clause, the Waiver of Disputes Regarding Invoices Clause, the Non-disparagement Clause, the Done Nothing For You Clause, and the Attorney's Fees Clause (collectively, "the Unreasonable Clauses"), Respondent's fees were not reasonable and violated Rule 1.5(a) as set forth below.¹

¹ The Supreme Court of Virginia explained:

Contracts for legal services are not the same as other contracts...Seldom does a client stand on an equal footing with an attorney in the bargaining process. Necessarily, the layman must rely upon the knowledge, experience, skill, and good faith of the professional. Only the attorney can make an informed judgement as to the merit of the client's legal rights and obligations, the prospects of success or failure, and the value of the time and talent he must invest in the undertaking. Once fairly negotiated, the contract creates a relationship unique in the law. The attorney-client relationship is founded upon trust and confidence, and when the foundation fails, the relationship may be, indeed should be, terminated.

Heinzman v. Fine, Fine, Legum & Fine, 234 S.E. 2d 282 217 Va. 958 (1977) (internal citations omitted).

By entering into the Representation Agreement with Complainant, which included the Charge for Cancelled Appointments Clause, the Seven-Day Waiver of Invoice Disputes Clause, the Waiver of Disputes Regarding Invoices Clause, the Non-disparagement Clause, the Done Nothing For You Clause and the Attorney's Fees Clauses, which are terms associated with Respondent's fees that are void and unenforceable, Respondent failed to adequately explain his fees to Complainant, in violation of Rule 1.5(b) as set forth below.

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
- (b) The lawyer's fee shall be adequately explained to the client...

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are:

- 1. Upon issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent will stop using the Unreasonable clauses in his representation agreements with clients, and so certify in writing to bar counsel within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition;
- 2. Within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall submit a proposed modified fee agreement for his law firm to the VSB Ethics Department for review. Within 90 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall submit to bar counsel a modified fee agreement for his law firm that in the opinion of the VSB Ethics Department conforms with all pertinent provisions of the Virginia Rules of Professional Conduct; and
- 3. Within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall notify current clients who signed a

representation agreement that included any of the Unreasonable Clauses, in writing that the Unreasonable Clauses included in their representation are unenforceable, null and void. Within 45 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall provide bar counsel with a copy of such correspondence.

If any of the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia, the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for a Sanction Determination should not be imposed. Any proceeding initiated due to failure to comply with terms will be considered a new matter and an administrative fee and costs will be assessed.

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



Tammy Gershoni
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on 12/15/2025, a true and complete copy of the foregoing Subcommittee Determination was sent to Jason Eugene Swango, Respondent, by certified mail at The Firm For Men Swango Law P.C 4532 Bonney Rd Ste A, Virginia Beach, Virginia 23462-3870, Respondent's last address of record with the Virginia State Bar, and by email to jason@thefirmformen.com; and to James Arthur Cales, III, counsel for Respondent, by first-class mail at Furniss, Davis, Rashkind and Saunders, P 6160 Kempsville Circle Ste 341B, Norfolk, Virginia 23502, and by email to jcales@furnissdavis.com.



Shelley L. Spalding
Assistant Bar Counsel

VIRGINIA:

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

**IN THE MATTER OF
JASON EUGENE SWANGO**

VSB Docket No. 25-021-135518

**AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4, the Virginia State Bar (“VSB”), by Shelley L. Spalding, Assistant Bar Counsel, and Jason Eugene Swango (“Respondent”), and James Arthur Cales, III, Respondent’s counsel, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the VSB on October 12, 2006. At all relevant times, Respondent was a member of the VSB, and the sole owner of his Virginia Beach law firm, the Firm for Men.

2. Brian Gonzales (“Complainant”) consulted with Respondent regarding a divorce in May 2023. Complainant proceeded with seeking a divorce and retained Respondent; they signed a Representation Agreement on August 15, 2023 (“the Representation Agreement”).

3. During Respondent’s representation of Complainant, Complainant was on active duty in the United States Navy.

4. The Representation Agreement stated: “In addition, it is important to keep all scheduled appointments. Our Firm reserves the right to charge \$150.00 for any missed

scheduled appointments, unless given a prior forty-eight hour notice” (“the Charge for Cancelled Appointments Clause”).

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7. In addition, the Representation Agreement stated: “I also agree not to bring any action for such dispute against the Firm or its employees. If I choose to, I shall pay the attorneys fees associated with such matter and agree that the governing party, based on this agreement, shall rule in favor of the Firm.” (“the Waiver of Disputes Regarding Invoices Clause”).

8. Moreover, the Representation Agreement stated: “I further agree to not post or assist someone with posting any negative or false claims or online reviews about the firm on any online or social media website or email lists and understand that I will be liable for the amount paid to the Firm (i.e. Paid Fees plus Owed Fees) during my representation time [sic] ten (x10) should I breach this provision or agreement. Any posting shall be a waiver of attorney/client privileges client may have had and the Firm may refute negative reviews and allegations with

any written document or by way of proffering facts known to the Firm. If any provision of this paragraph or agreement is deemed to be unjust, or not enforceable for any reason by a court of competent jurisdiction, only that portion shall be struck, and the remaining document and paragraph contents shall survive.” (“the Non-disparagement Clause”).

9. Furthermore, the Representation Agreement stated: “If you indicate that we have done ‘nothing’ for you or any other variation of such accusation, we may immediately terminate representation immediately and withdraw from your case and charge you for this process.” (“the Done Nothing For You Clause”).

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12. Thereafter, the VSB received a complaint from Mr. Gonzales and the VSB requested a response from Respondent. Respondent timely complied with the request and further responded completely to a subpoena issued to him.

13. In his interview with the VSB’s investigator, Respondent stated the Representation Agreement is a form agreement he uses with all of his clients.

14. After his interview, Respondent’s counsel emailed Mr. Swango’s response to further inquiry from the VSB’s investigator and stated that Respondent agreed that the Charge

for Cancelled Appointments Clause is not appropriate and it had been removed from Respondent's representation agreements going forward.

15. During the course of Respondent's representation, Complainant paid Respondent attorney's fees pursuant to the Representation Agreement.

16. Throughout the investigation, Respondent fully cooperated and provided materials to the VSB. Respondent complied with the subpoena issued to him and cooperated with the VSB investigator, including providing follow-up information following the formal interview.

II. NATURE OF MISCONDUCT

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

By entering into the Representation Agreement with Complainant, and charging Complainant attorney's fees pursuant to that Representation Agreement, which included the Charge for Cancelled Appointments Clause, the Seven-Day Waiver of Invoice Disputes Clause, the Waiver of Disputes Regarding Invoices Clause, the Non-disparagement Clause, the Done Nothing For You Clause, and the Attorney's Fees Clause (collectively, "the Unreasonable Clauses"), Respondent's fees were not reasonable and violated Rule 1.5(a) as set forth below.¹

By entering into the Representation Agreement with Complainant, which included the Charge for Cancelled Appointments Clause, the Seven-Day Waiver of Invoice Disputes Clause,

¹ The Supreme Court of Virginia explained:

Contracts for legal services are not the same as other contracts... Seldom does a client stand on an equal footing with an attorney in the bargaining process. Necessarily, the layman must rely upon the knowledge, experience, skill, and good faith of the professional. Only the attorney can make an informed judgment as to the merit of the client's legal rights and obligations, the prospects of success or failure, and the value of the time and talent he must invest in the undertaking. Once fairly negotiated, the contract creates a relationship unique in the law. The attorney-client relationship is founded upon trust and confidence, and when the foundation fails, the relationship may be, indeed should be, terminated.

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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.

(b) The lawyer's fee shall be adequately explained to the client...

III. PROPOSED DISPOSITION

Accordingly, 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 with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Second District, Section I Committee. The terms shall be met as follows:

1. Upon issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent will stop using the Unreasonable Clauses in his representation agreements with clients, and so certify in writing to bar counsel within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition;
2. Within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall submit a proposed modified fee agreement for his law firm to the VSB Ethics Department for review. Within 90 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall submit to bar counsel a modified fee agreement for his law firm

- that in the opinion of the VSB Ethics Department conforms with all pertinent provisions of the Virginia Rules of Professional Conduct; and
3. Within 30 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall notify current clients who signed a representation agreement that included any of the Unreasonable Clauses, in writing that the Unreasonable Clauses included in their representation agreement are unenforceable, null and void. Within 45 days of the issuance of a Subcommittee Determination approving this Agreed Disposition, Respondent shall provide bar counsel with a copy of such correspondence.

If any of the terms are not met by the deadlines set forth above, Respondent agrees that the District Committee shall impose a Certification for a Sanction Determination pursuant to Part 6, Section IV, Paragraph 13-15.F of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules of the Supreme Court of Virginia.

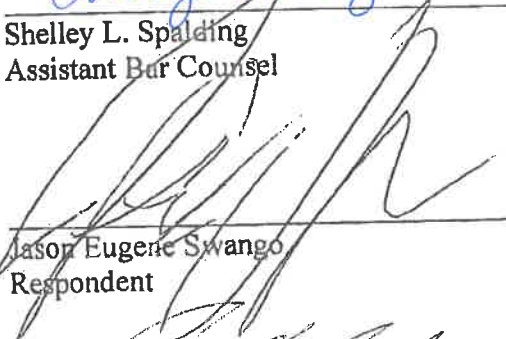
If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

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.

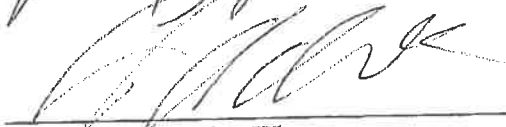
VIRGINIA STATE BAR



Shelley L. Spalding
Assistant Bar Counsel



Jason Eugene Swango
Respondent



James Arthur Cales III
Respondent Counsel



RECEIVED
Dec 15, 2025
VIRGINIA STATE BAR
CLERK'S OFFICE

Virginia State Bar

SECOND DISTRICT, SECTION I COMMITTEE

PLEASE REPLY TO:
Joanne Fronfelter, Clerk
1111 East Main Street, Suite 700
Richmond, Virginia 23219-0026

December 15, 2025

PERSONAL AND CONFIDENTIAL

VIA CERTIFIED MAIL & EMAIL

Jason Eugene Swango
The Firm for Men Swango Law P.C.
4532 Bonney Rd., Ste. A
Virginia Beach, Virginia 23462-3870
jason@thefirmformen.com

Certified Article Number

9414 7266 9904 2248 6758 85

SENDER'S RECORD

Re: In the Matter of Jason Eugene Swango
VSB Docket No. 25-021-135518

Dear Mr. Swango:

Enclosed is a Subcommittee Determination (Public Reprimand with Terms) hereby served on you by the Second District, Section I Subcommittee of the Virginia State Bar.

Please be aware that this disposition will become a part of your disciplinary record.

Pursuant to Part 6, Section IV, Paragraphs 13-15.F and 13-15.G of the Rules of the Supreme Court of Virginia, if you fail to comply with the terms by the dates indicated in the Subcommittee Determination, the alternative disposition may be imposed. Imposition of the alternative sanction may involve a public show cause notice and a public hearing pursuant to Part Six, Section IV, Paragraphs 13-15.F and 13-16.BB of the Rules of the Supreme Court of Virginia.

Sincerely,


Tammy Gershoni
Subcommittee Chair

Enclosure

cc: James Arthur Cales, III, Respondent's Counsel
Brian Gonzales, Complainant

Joanne Fronfelter, Clerk of the Disciplinary System
Shelley L. Spalding, Assistant Bar Counsel
John Pucky, Investigator