

VIRGINIA:

BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
JOHN CLAXTON CHERRY, III

VSb Docket No. 26-070-137370

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)

On June 5, 2026, a meeting was held in this matter before a duly convened Seventh District Subcommittee consisting of Dillina W. Stickley, Esquire, Subcommittee Chair; Bret Reed, Esquire, Member; and Kim Gregg, Lay Member. During the meeting, the Subcommittee voted to approve an Agreed Disposition for a Public Reprimand without 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 Joseph M. Caturano, Jr., Assistant Bar Counsel and John Claxton Cherry, III (“Respondent”), *pro se*.

WHEREFORE, the Seventh District Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand:

I. FINDINGS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1988. At all times referenced herein, Respondent was a member of the VSB.
2. In August 2024, Respondent represented Robert J. Frankel, Jr. (“Mr. Frankel”) upon a criminal charge in the Loudoun County Juvenile and Domestic Relations District Court for unlawfully placing an electronic tracking device on the automobile of Sofya Yuryevna Neklyudova (“Ms. Neklyudova”) pursuant to §18.2-60.5 of the Code of Virginia. At that time, Mr. Frankel and Ms. Neklyudova were husband and wife. On August 23, 2024, Mr. Frankel entered a plea agreement and was found guilty of the criminal offense.
3. During the representation upon the criminal charge, Mr. Frankel discussed with Respondent a potential divorce from Ms. Neklyudova. Mr. Frankel shared with Respondent, among other things, that he was very concerned that Ms. Neklyudova

may take the parties' minor children overseas and not return the children to the United States.

4. On March 4, 2025, Respondent agreed to represent Mr. Frankel in the divorce case against Ms. Neklyudova.
5. Respondent did not have a written fee agreement with Mr. Frankel for representation in the divorce case.¹
6. Respondent subsequently informed Ms. Neklyudova that he was counsel for Mr. Frankel upon the divorce, and that Respondent would prepare the appropriate documents for the divorce. Initially, Ms. Neklyudova informed Respondent that she had counsel in the divorce case but later stated she did not have counsel.
7. On May 17, 2025, Respondent drafted a Complaint for Divorce and a Final Decree of Divorce. Respondent sent a copy of each document by email attachment to Mr. Frankel and Ms. Neklyudova. The Complaint for Divorce was based on living separate and apart for a period in excess of one year and requested that Ms. Neklyudova "be awarded ... primary physical custody subject to the reasonable and liberal visitation rights ..." of Mr. Frankel "as agreed between the parties" and " ... a three-week period of uninterrupted visitation for each parent, which visit may include travel to countries outside of the United States."
8. Respondent decided without discussing with Mr. Frankel that it would be more efficient in the divorce case for Ms. Neklyudova to be the plaintiff because Respondent believed Mr. Frankel had difficulty remembering pertinent facts on the marriage and had "logistical challenges" in travelling to Respondent's law office.²
9. At no time did Respondent discuss with Mr. Frankel that Respondent would be counsel for Ms. Neklyudova in the divorce case.
10. On May 22, 2025, Respondent filed a Complaint for Divorce in the Loudoun County Circuit Court ("Court") on behalf of Ms. Neklyudova. (CL 25-003414-00). Mr. Frankel was identified as the *pro se* defendant. Respondent did not explain to Mr. Frankel the filing on behalf of Ms. Neklyudova or his representation of Ms. Neklyudova in the divorce case.
11. On June 4, 2025, Respondent had Mr. Frankel sign an Acceptance/Waiver of Service of Process and Waiver of Future Service of Process and Notice in the divorce case.

¹ Respondent states he represented Mr. Frankel on a *pro bono* basis in the divorce case.

² Respondent states he received no compensation from Ms. Neklyudova in the divorce case.

12. On July 29, 2025, a Final Decree of Divorce was entered by the Court, submitted by Respondent on behalf of Ms. Neklyudova, stating, in part, that “there are no issues of property or spousal support between the parties” and that “Complainant [Ms. Neklyudova] shall have ... physical custody [of the children],” and “[Mr. Frankel] shall have reasonable and liberal visitation with the children as agreed between the parties ...” The Final Decree of Divorce also stated, in part, “... each party shall have a three-week period of uninterrupted custody/visitation time, which parenting time may include travel to countries outside of the United States, upon reasonable notice to the other parent.”
13. Mr. Frankel does not agree to Ms. Neklyudova travelling to countries outside of the United States with the parties’ children without condition. Ms. Neklyudova does not agree to providing notice to Mr. Frankel on her travel outside of the United States with the parties’ children.
14. Mr. Frankel and Ms. Neklyudova were not in agreement on international travel with the parties’ children in the divorce case.
15. Mr. Frankel did not learn the Final Decree of Divorce was entered by the Court until a month after entry when Ms. Neklyudova sent a screen shot of the Final Decree of Divorce to him. Upon review of the Final Decree of Divorce, Mr. Frankel realized that Respondent was counsel for Ms. Neklyudova in the divorce case.
16. Respondent fully cooperated in the investigation into this matter.

II. NATURE OF MISCONDUCT

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

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.

Rule 1.3 Diligence

- a. A lawyer shall act with reasonable diligence and promptness in representing a client.
- 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 failing to provide Mr. Frankel with any representation in the divorce case despite being retained by Mr. Frankel for representation in the divorce case, Respondent violated Rules 1.1, 1.3(a)-(b).

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.

By failing to abide by Mr. Frankel's decision on an appropriate provision on international travel by Ms. Neklyudova with the parties' children in the divorce case, and by failing to consult with Mr. Frankel as to the means by which Mr. Frankel's objectives in the divorce case would be pursued, Respondent violated Rule 1.2(a).

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.

By failing to communicate with Mr. Frankel whatsoever on his representation of Ms. Neklyudova in the divorce case, despite being retained by Mr. Frankel in the divorce case, and by failing to communicate with Mr. Frankel on the status of the divorce matter, including entry of the Final Decree of Divorce, Respondent violated Rules 1.4(a)-(b).

Rule 1.7 Conflict of Interest: General Rule

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

1. the representation of one client will be directly adverse to another client; or
2. there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph(a), a lawyer may represent a client if each affected client consents after consultation, and:

1. the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
2. the representation is not prohibited by law;
3. the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
4. the consent from the client is memorialized in writing.

By representing Ms. Neklyudova in the divorce case while also representing Mr. Frankel in the divorce case, the parties directly adverse to another, Respondent violated Rule 1.7.

III. PUBLIC REPRIMAND WITHOUT TERMS

Accordingly, having approved the Agreed Disposition, it is the decision of the Subcommittee to impose a Public Reprimand without Terms, and John Claxton Cherry, III, 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.

SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Dillina W. Stickley, Esquire
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on the 24th day of July 2026, a true and complete copy of the Subcommittee Determination (Public Reprimand without Terms) was sent by certified mail to John Claxton Cherry, III, at John C. Cherry, III P.C., Second Floor, 105 Loudoun Street, SE Leesburg, VA 20175, Respondent's last address of record with the Virginia State Bar and by email to lawjcc@gmail.com.


Joseph M. Caturano, Jr.
Assistant Bar Counsel

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IN THE MATTER OF
JOHN CLAXTON CHERRY, III

VS. Docket No. 26-070-137370

AGREED DISPOSITION
PUBLIC REPRIMAND WITHOUT TERMS

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, § IV, ¶ 13-15.B.4, the Virginia State Bar by Joseph M. Caturano, Jr., Assistant Bar Counsel, and John Claxton Cherry, III (“Respondent”), hereby enter into the following Agreed Disposition arising out of the referenced matter.

I. STIPULATIONS OF FACT

1. Respondent was admitted to the Virginia State Bar (“VSB”) in 1988. At all times referenced herein, Respondent was a member of the VSB.
2. In August 2024, Respondent represented Robert J. Frankel, Jr. (“Mr. Frankel”) upon a criminal charge in the Loudoun County Juvenile and Domestic Relations District Court for unlawfully placing an electronic tracking device on the automobile of Sofya Yuryevna Neklyudova (“Ms. Neklyudova”) pursuant to §18.2-60.5 of the Code of Virginia. At that time, Mr. Frankel and Ms. Neklyudova were husband and wife. On August 23, 2024, Mr. Frankel entered a plea agreement and was found guilty of the criminal offense.
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Rule 1.2 Scope of Representation

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1. the representation of one client will be directly adverse to another client; or
2. there is significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph(a), a lawyer may represent a client if each affected client consents after consultation, and:

1. the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
2. the representation is not prohibited by law;
3. the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
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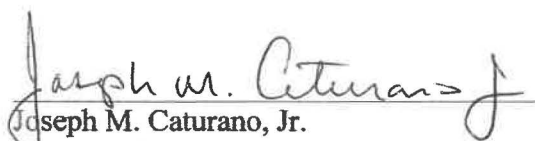
III. PROPOSED DISPOSITION

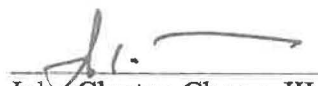
Accordingly, Assistant Bar Counsel and Respondent tender to a Subcommittee of the Seventh District Committee for its approval the Agreed Disposition of a Public Reprimand as representing an appropriate sanction if this matter was to be heard through an evidentiary hearing by the Seventh District Committee.

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.

Pursuant to Part 6, § IV, ¶ 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.

THE VIRGINIA STATE BAR


Joseph M. Caturano, Jr.
Assistant Bar Counsel, Virginia State Bar


John Claxton Cherry, III
Respondent

7/21/2026