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VIRGINIA:

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

IN THE MATTER OF
CALEB LEE PERRY VSB Docket No. 26-052-137767

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITHOUT TERMS)

On June 16, 2026, a meeting in this matter was held before a duly convened Fifth District, Section II Subcommittee consisting of Marisa Liana Santana, Esq., Chair; Nicholas Joseph Lawrence, Esq., Member; and Jeffrey A. Skigen, 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 Elizabeth K. Shoenfeld, Senior Assistant Bar Counsel, and Caleb Lee Perry ("Respondent"), pro se.

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

I. FINDINGS OF FACT

1. Respondent was licensed in Virginia in 2024. At all relevant times, Respondent was a member of the VSB.

2. On February 27, 2025, Complainant MJ hired the Turnbull Law Group ("Turnbull") to assist him in resolving $78,640 in unsecured debt. Turnbull's website states that the benefits of its debt negotiation program include "[p]ay[ing] a fraction of what you currently owe." It also states that clients will "have attorney representation if any of your creditors use legal action to collect on a debt."

3. Turnbull's engagement agreement, which was signed by MJ and another Virginia attorney, required MJ to deposit $1,250 per month, for 115 months, into a dedicated client account set up by Turnbull. From that amount, Turnbull charged a "retainer fee" of 4.5% of the amount of debt, which Turnbull stated "covers the initial work performed by Turnbull in crafting and reviewing Client's specific debt negotiation plan, as well as continued legal work in securing or approving settlements,

counseling Client on the phone, providing litigation defense services and other related legal tasks as required by Client's circumstances." Turnbull also charged an additional 23.5% of the total debt for "non-legal, law-related services related to the implementation, management and maintenance of Client's debt negotiation plan." In total, Turnbull charged 28% of the total debt, which for MJ was estimated to be $22,549.

4. Respondent began working for Turnbull in June 2025, which was after MJ signed the engagement agreement with Turnbull. Respondent represented that he never saw the engagement agreement until after the representation was concluded.

5. After Respondent began working for Turnbull, he quickly accumulated about 150 cases. Respondent said his caseload became as high as approximately 350 cases.

6. In or about July 2025, Synchrony Bank, which was one of MJ's creditors, filed a Warrant in Debt against MJ in the General District Court for Prince William County ("Synchrony matter"). The Warrant in Debt sought $4,841.94 plus $62 in costs. The return date was scheduled for September 25, 2025.

7. On or about July 7, 2025, Jormandy L.L.C. as assignee of Pentagon Federal Credit Union, another of MJ's creditors, filed suit against MJ in the General District Court for Prince William County ("Jormandy I matter"). The Warrant in Debt sought $8,274.74, plus 6% interest and $62 in court costs. The return date was scheduled for August 26, 2025.

8. On or before July 17, 2025, Turnbull assigned the representations of MJ for the Synchrony and Jormandy I matters to Respondent.

9. On July 18, 2025, Respondent emailed MJ, "you DO NOT need to attend court for any reason. I will contact the court on your behalf if necessary. Please do not contact me to ask if you have to go to court. The answer is no." Respondent also said that he would respond to the lawsuit on MJ's behalf if he is unable to settle it right away. He also asked MJ to "let me know right away" if "you believe you have any defenses to the lawsuit[.]"

10. Respondent attempted to settle both debts, but MJ did not have enough money to pay the settlements offered by the creditors.

11. Respondent never filed any pleadings on MJ's behalf, and he never appeared in court on MJ's behalf.

12. On August 26, 2025, neither Respondent nor MJ appeared for the return date on the Jormandy I matter. A default judgment for the full amount of the debt, which was $8,274.74, was entered against MJ.

13. On or about August 28, 2025, Jormandy, L.L.C. as assignee of Pentagon Federal Credit Union, another of MJ's creditors, filed a Warrant in Debt against MJ in the General District Court for Prince William County ("Jormandy II matter"). The

Warrant in Debt sought $10,999.77, plus 6% interest and $62 in court costs. The return date was scheduled for October 21, 2025.

14. On September 21, 2025, Respondent was assigned the Jormandy II matter.

15. On September 25, 2025, neither Respondent nor MJ appeared for the return date on the Synchrony matter. A default judgment was entered against MJ in the amount of $4,841.94 plus $62 in court costs.

16. On October 21, 2025, neither Respondent nor MJ appeared for the return date of the Jormany II matter. A default judgment of $10,999.77 plus 6% interest from date of judgment was entered against MJ.

17. Respondent was not aware of the default judgments when they were entered because he had never noticed his appearance on behalf of MJ and did not otherwise track the progress of the cases against MJ.

18. On November 13, 2025, a garnishment summons was issued on the Jormandy I matter. MJ emailed and called Respondent on November 26 and December 3, 2025, about the garnishment, and Respondent did not respond.

19. On December 9, 2025, MJ told Respondent that he was going to "higher authorities," and on December 11, 2025, MJ filed this bar complaint. On December 16, 2025, Respondent learned that MJ had terminated his representation.

20. On December 23, 2025, Respondent spoke to his supervisor about the handling of these cases. The same day, he sent an email to MJ where he apologized for not responding to him. He said that he would try to negotiate with opposing counsel and "[t]ypically the creditor will want the full amount repaid in one lump sum to lift the garnishment[.]" He said that due to the firm's failure to reach a settlement agreement in a timely matter, the firm would cover the "additional costs associated with incurring the judgment (not the principal amount or other amounts as would have been required to be paid by the creditor prior if settled prior to the judgment)."

21. On January 15, 2026, Turnbull entered into a settlement with MJ in which Turnbull paid MJ $14,200. The settlement agreement stated that MJ "warrants that he will file no future complaints, claims, or reviews concerning Turnbull or any of the Services, with any private or governmental entity" and that, with respect to any existing complaints, he would "notify said agency or authority that [his] complaint(s) have been resolved." Respondent was not involved in negotiating this agreement, did not sign the agreement, and did not see the agreement until after it was executed.

22. During the VSB investigation, Respondent said that although Turnbull assigns cases to him when creditors initiate litigation, he almost never goes to court. Respondent said that for return dates in general district courts, he will often tell his clients what to say so that they can appear in court themselves and get a trial date

set. Respondent said that it is rarely worthwhile for him to appear in court for trial because his clients owe the debts and do not have any defenses to them.

II. NATURE OF MISCONDUCT

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

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.

By taking on more cases that he could possibly complete, by failing to appear for three court dates on MJ's behalf, and by failing to track the progress and outcomes of MJ's cases and respond appropriately, Respondent violated Rule 1.1.

1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

By failing to appear for three court dates on MJ's behalf, by failing to track the progress and outcomes of MJ's cases and respond appropriately, Respondent violated Rule 1.3(a).

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 inform MJ of the status of his matters, and by failing to respond to MJ when MJ contacted him about the garnishment summons, Respondent violated Rule 1.4(a).

III. PUBLIC REPRIMAND WITHOUT TERMS

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

FIFTH DISTRICT, SECTION II SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

Marisa Liana Santana
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on August 26, 2026, a true and complete copy of the foregoing Subcommittee Determination was sent to Caleb Lee Perry, Respondent, by certified and first-class mail at 11306 Briarmont Road, Apartment 101, North Chesterfield, Virginia 23235, Respondent's last address of record with the Virginia State Bar, and by email to caleb.perry@richmond.edu.

Elizabeth K. Shoenfeld
Senior Assistant Bar Counsel