

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
ALISA LACHOW CORREA**

VSb DOCKET NO. 22-041-124371

**AGREED DISPOSITION MEMORANDUM ORDER
PUBLIC REPRIMAND WITH TERMS**

A panel of the Virginia State Bar Disciplinary Board (“Board”) heard this matter, telephonically, on March 21, 2023, upon the joint request of the parties for the Board to accept the Agreed Disposition signed by the parties and offered to the Board as provided by Part 6, Section IV, Paragraph 13-6.H of the Rules of the Supreme Court of Virginia. The Board panel consisted of Yvonne S. Gibney, Chair Designate; Adam M. Carroll; Alexander N. Simon; Tamera D. Stephenson, lay member; and John D. Whittington. The Chair polled the members of the Board as to whether any of them were aware of any personal or financial interest or bias which would preclude any of them from fairly hearing the matter to which each member responded in the negative.

Tenley Carroll Seli, Assistant Bar Counsel, represented the Virginia State Bar. Respondent Alisa Lachow Correa (“Respondent”) was present and was not represented by counsel.

Court Reporter, Lisa Wright, Chandler and Halasz, P.O. Box 9349, Richmond, Virginia 23227, telephone (804) 730-1222, after being duly sworn, reported the hearing and transcribed the proceedings.

WHEREFORE, upon consideration of the Agreed Disposition, the Certification, Respondent’s Answer, Respondent’s Disciplinary Record, the arguments of the parties, and after due deliberation,

It is **ORDERED** that the Disciplinary Board accepts the Agreed Disposition, and the

Respondent shall receive Public Reprimand with Terms, as set forth in the Agreed Disposition, which is attached and incorporated in this Memorandum Order.

It is further **ORDERED** that the sanction is effective March 21, 2023.

The Clerk of the Disciplinary System shall assess costs pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules of the Supreme Court of Virginia.

It is further **ORDERED** that an attested copy of this Order be mailed to the Respondent by electronic, regular first-class, and certified mail, return receipt requested, at her last address of record with the Virginia State Bar at Alisa Lachow Correa, Esq., Abogados Law, PLC, 13000 Harbor Center Dr., Ste. 246, Woodbridge, VA 22192, and a copy by electronic mail to Tenley Carroll Seli, Assistant Bar Counsel.

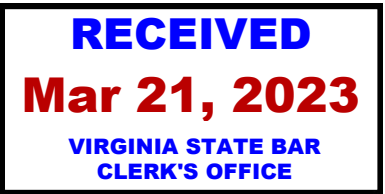
ENTERED THIS 21st DAY OF MARCH 2023

VIRGINIA STATE BAR DISCIPLINARY BOARD

Yvonne S. Gibney

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Yvonne S. Gibney
Chair Designate



VIRGINIA:

BEFORE THE DISCIPLINARY BOARD
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
ALISA LACHOW CORREA

VSF Docket No. 22-041-124371

**AGREED DISPOSITION
(PUBLIC REPRIMAND WITH TERMS)**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-6.H, the Virginia State Bar, by Tenley Carroll Seli, Assistant Bar Counsel, and Alisa Lachow Correa, 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") on October 16, 2003. At all relevant times, Respondent was a member of the VSB.
2. Respondent has a personal relationship with Rodrigo Zegada ("Zegada").
3. By 2020, Respondent had lent \$25,000 to Zegada and Zegada agreed to secure the loan with property he owned in Maryland.
4. On October 29, 2020, Respondent filed a Security Agreement of Debt in the Circuit Court for Prince George County, Maryland. The Security Agreement listed a debt in the amount of \$25,000 owed to Respondent by Zegada, which was secured by the real property located in Maryland.
5. On June 23, 2021, Respondent agreed to represent Zegada in a Chapter 13 bankruptcy.
6. Zegada signed a fee agreement that stated:

I understand that Alisa Lachow Correa, Esq. is a secured creditor of mine, and that could be a conflict of interest by me using her services to represent me in this filing, however, I request that she file this bankruptcy chapter 13 to help me get my car back. She asked me to use the services of another attorney, but I prefer to use her services because I don't have any money to pay anyone else and she is not charging me for this filing, only if I continue with the filing through a bankruptcy plan. I hereby waive any conflict of interest on her part and engage her services to file a chapter 13 bankruptcy. AL initials

A fee of ~~_____~~ payable to Abogados Law, PLC, is required at the time you return a signed copy of this letter and sign the bankruptcy petition to authorize us to file it for you. An additional fee of \$0.00 is required at the time of the 341 meetings of creditors. An additional fee of \$2,000.00 is payable through the Chapter 13 plan. If a plan is never confirmed with the court, you will not owe those funds. Once a plan is confirmed with the court then the court will pay those funds from the monthly payments you make with the court. Moreover, you will be required to complete Credit Counseling courses at your expense.

7. On June 23, 2021, Respondent filed a Chapter 13 Bankruptcy Petition on behalf of Zegada in the United States Bankruptcy Court for the Eastern District of Virginia (Alexandria).
8. In the Petition, Respondent listed herself as a secured creditor in the amount of \$25,000.
9. Respondent also listed herself as an unsecured creditor for attorney's fees in the amount of \$2,000 in the Petition. Respondent filed a Disclosure of Compensation for Debtor indicating that she had been paid \$1,300 out of the total \$2,000 fee owed. Respondent certified "the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in the bankruptcy proceeding."
10. On page 7 of the Petition, Respondent certified she had "no knowledge after an inquiry that the information in the schedules filed with the petition [was] incorrect."
11. On June 25, 2021, the Court issued an Order to Show Cause for Respondent to "appear to show cause, if any, why (a) [Respondent] should not be disqualified for a conflict of interest and (b) why she should not forfeit any claim to compensation in this case."
12. On July 20, 2021, Respondent filed a second Disclosure of Compensation of Attorney for Debtor listing an attorney's fee of zero. She also emailed Zegada and informed him of the upcoming Show Cause Hearing. Respondent stated to Zegada "[y]our appearance is needed at this meeting to confirm that you appreciate the help I provided you when you needed it the most and in agreement of me withdrawing from representing you and that you only paid for the filing fee and credit report."
13. The Show Cause Hearing was held on July 22, 2021. After Zegada testified that he did not pay Respondent a fee, Respondent told Judge Brian F. Kenney:

Your Honor, it was probably a negligence on my part. We filed this quite in a hurry, and 1,300 dollars is the standard fee that I usually charge for bankruptcy 14 Chapter 7. I did not -- I forgot to change that. Then later on, I was going to charge him 2,000 dollars. He's a very good friend of mine. And I discussed the case with him; I told him I cannot charge you anything because I'm also a debtor [sic] in the case, and he agreed. And I told him, I'm not going to charge you anything. And he also agrees that I need to withdraw from the case because there's an inherent conflict of interest in there. And he agrees with me, withdrawing from the

case, he's going to look for another attorney -- he can testify to that fact -- or in the meantime, he's just going to go pro se.

14. Respondent did not produce her fee agreement to the Court or mention a waiver of conflict in support of her position.

15. Judge Kenney concluded the hearing by stating:

It is greatly surprising, if not shocking, to the Court that counsel didn't understand that the minute the client asked her to file the bankruptcy case for her (sic). I mean, she clearly knew she was a creditor with a 25,000-dollar claim which appeared to be secured by his property. Mr. Gorman says maybe it's not his property, but it should have been obvious, and it's a clear violation of the Virginia Rules of Professional Conduct. Rule 1.7 says that attorneys shall [not] represent clients where they have a conflict of interest, and she had a conflict of interest in this case which was unmistakable and obvious.

16. On July 27, 2021, Judge Kenney entered an Order Disqualifying Counsel and denied all compensation to Respondent.

17. On August 9, 2021, Respondent filed an Objection to Confirmation of Debtor's Chapter 13 Plan, asking the Court to deny the plan she filed on Zegada's behalf.

18. On December 1, 2021, Michael Freeman ("Freeman"), Assistant United States Trustee, filed the complaint.

19. When asked by VSB Investigator Bosak why she did not present the fee agreement to Judge Kenney, Respondent stated, "I forgot."

20. Mitigating factors include an absence of selfish motive and Respondent's cooperative attitude to bar proceedings.

II. NATURE OF MISCONDUCT

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

For representing Zegada in the bankruptcy when Respondent knew she was a secured creditor and listing herself as a secured creditor and an unsecured creditor in the Petition, Respondent violated:

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:

* * *

(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.

III. PROPOSED DISPOSITION

Accordingly, bar counsel and Respondent tender to the Disciplinary Board 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 a panel of the Disciplinary Board. Bar counsel and Respondent agree that the effective date for the sanction will be the date of entry of the Disciplinary Board Order approving this Agreed Disposition. The terms with which Respondent must comply are as follows:


1. For a period of two years following the entry of this Order, Respondent will not engage in any conduct that violates the Virginia Rules of Professional Conduct, including any amendments thereto, and/or that violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which Respondent may be admitted to practice law. The terms contained in this paragraph will be deemed to have been violated when any ruling, determination, judgment, order or decree has been issued against Respondent by a disciplinary tribunal in Virginia or elsewhere containing a finding that Respondent violated one or more provisions of the Rules of Professional Conduct referred to above, provided, however, that the conduct upon which such finding is based occurred within the period referred to above, and that such ruling has become final.
2. On or before one year from the date of entry of this Order, Respondent will complete 6 hours of continuing legal education ("CLE") credits by attending courses approved by the VSB as follows: 4 hours of legal ethics and 2 hours on bankruptcy. Respondent's CLE attendance obligation set forth in this paragraph will not be applied toward her Mandatory CLE requirement in Virginia or any other jurisdiction in which Respondent may be licensed to practice law. Respondent will certify his compliance with the terms set forth in this paragraph by delivering a fully and properly executed Virginia MCLE


Board Certification of Attendance form (Form 2) to bar counsel promptly following her attendance of each such CLE program.

Upon satisfactory proof that all terms and conditions have been met, this matter shall be closed. If, however, any of the terms and conditions are not met by the deadlines imposed above, Respondent agrees that the Disciplinary Board shall impose an alternative disposition of a suspension of Respondent's license to practice law in Virginia for a period of one year and one day pursuant to Part Six, § IV, ¶ 13-18.O of the Rules of the Supreme Court of Virginia. If the alternative sanction is imposed, prior to having her license reinstated in Virginia, Respondent must comply with the requirements set forth in the Rules of Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-25.D.

If this Agreed Disposition is approved, the Clerk of the Disciplinary System shall assess costs pursuant to Rules of the Supreme Court, Part 6, § IV, ¶13-9.E.

THE VIRGINIA STATE BAR

By: 
Tenley Carroll Seli
Assistant Bar Counsel

By: 
Alisa Lachow Correa
Respondent