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VIRGINIA STATE BAR
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VIRGINIA:

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

IN THE MATTER OF
NICOLE ELIZABETH MARUCCI — VSB Docket No. 25-051-134304

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On October 1, 2025 and December 18, 2025, meetings in this matter were held before a duly convened Fifth District, Section I Subcommittee consisting of Craig Alan Guthery, Esq, Chair; Darrin Justin Mason Behr, Esq., Member; and Joseph C. Fleig, 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 Richard W. Johnson Jr., Assistant Bar Counsel, Nicole Elizabeth Marucci ("Respondent"), and Christopher Ivan Kachouroff, counsel for Respondent.

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

I. FINDINGS OF FACT

1. On August 5, 2022, Charles Zauzig and Paul Nichols ("Complainants") hired Respondent as an attorney at their law firm Nichols Zauzig ("NZ") and as the Chief Operating Officer at their real estate settlement company First Guardian Title and Escrow ("FG").

2. On August 13, 2024, Complainants questioned Respondent's relationship with Clear Sky Financial ("Clear Sky"), a hard money lender involved in real estate transactions. Specifically, Complainants observed that in a real estate transaction involving Clear Sky ("the Kieffer transaction"), Respondent had listed herself instead of Clear Sky as the lender on the Deed of Trust. Complainants further told Respondent they were uncomfortable with her being listed as the lender on a Note and Deed of Trust in real estate transactions for Clear Sky. Complainants prohibited Respondent from engaging in

further business with Clear Sky where she was listed as the lender on the Note and Deed of Trust.

3. Respondent represented Clear Sky in real estate transactions where Clear Sky provided the funds to Clear Sky's own customers. In each transaction, Respondent acted as the nominal lender, noting herself as the lender on the Notes and Deeds of Trust that would subsequently be recorded at the courthouse. Shortly after closing, Respondent would assign the loan to Clear Sky as outlined in the Term Sheet that was disclosed to all parties involved in the real estate transactions in question.

4. Clear Sky stated that they relied on Respondent's license and knowledge as a Virginia attorney to prepare the Note and Deed of Trust to create a binding and enforceable security instrument upon which Clear Sky and others could rely.

5. The Deed of Trust in the Kieffer transaction states, in part:

> (B) Lender.
> The Lender is Nicole Marucci, Esq., Attorney-at-Law ("Lender"). I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

7. The borrowers, the Kieffers, paid Respondent through fees collected by the Settlement Agent on behalf of Clear Sky and paid to Respondent per Clear Sky's instructions to the Settlement Agent for preparation of the Deed of Trust as part of the closing costs of the transaction.

8. On July 12, 2024, Respondent drafted documents for a real estate transaction involving Juan Guzman and Orfania Colato ("the Guzman Colato transaction").

9. The Deed of Trust in the Guzman Colato transaction lists Respondent as the preparer of the Deed of Trust, as the lender to the transaction, and as the beneficiary of the trust:

> TAX ID NO. 0922-11-0010
> Prepared By: Nicole Marucci, Esq., VSB# 86859
>
> **SECOND DEED OF TRUST**
>
> **THIS DEED OF TRUST** ("Security Instrument") is made on July 12, 2024. The Grantor is **Juan Carlos Guzman and Orfania Colato**, of **6709 S Benson Drive, Alexandria, VA 22306**(individually and collectively the "Borrower"). The trustee is **John E. Rinaldi, Esquire**, of **4310 Prince William Parkway, #300, Woodbridge, Virginia 22192**, (the "Trustee"). The beneficiary is **Marucci, Esq., Attorney-at-Law**, of **12660 Lake Ridge Drive, Woodbridge, Virginia 22192** ("Lender"). Borrower owes Lender the principal sum of **$150,000.00**, plus interest, which, if not paid earlier, is due and payable in full on **January 31, 2025**. This Security Instrument secures to Lender (a) the repayment of the debt; (b) the payment of all other sums

10. Clear Sky required the borrowers, Guzman and Colato, to pay Respondent's fees for work done for Clear Sky. These fees were collected by the Settlement Agent on behalf of Clear Sky and paid to Respondent per Clear Sky's instructions to the Settlement Agent for preparation of the Deed of Trust as part of the closing costs incurred by Clear Sky.

11. After leaving NZ and opening her own law firm, Respondent drafted a Deed of Trust in a real estate transaction involving Yen Nguyen. The Deed of Trust lists Respondent as the preparer of the Deed of Trust, the lender involved in the transaction, and the beneficiary of the trust:

TAX ID NO. 0712-21-0004A
Prepared By: Nicole Marucci, Esq., VSB# 86859

FIRST DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on November 19, 2024. The Grantor is Yen Hoang Nguyen, of 149402 Flowerden Lane, Manassas, VA 20110 (individually and collectively the "Borrower"). The trustee is John E. Rinaldi, Esquire, of 4310 Prince William Parkway, #300, Woodbridge, Virginia 22192, (the "Trustee"). The beneficiary is Nicole Marucci, Esq., Attorney-at-Law, of 4536 Plank Road, Fredericksburg, VA 22407 ("Lender"). Borrower owes the Lender the principal sum of $475,000.00, plus interest, which, if not paid earlier, is due and payable in full on August 31, 2025.

12. The Settlement Agent collected monies from the borrower, Yen Nguyen, and disbursed fees and costs incurred in the transaction. Among those fees and costs, Clear Sky directed the settlement agent to disburse money owed to Respondent from monies that borrower brought to the closing. The costs or fees charged by Respondent were for the work performed in securing Clear Sky's interest in the property by preparing the Deed of Trust as part of the closing costs of the transaction.

13. Respondent acknowledged drafting each Deed of Trust. Respondent explained that Clear Sky desired that she be named as the lender on the Deeds of Trust "so that their name wouldn't be everywhere in the land records associating who their clients are."

14. Respondent acknowledged that she misrepresented herself as the lender on the Deeds of Trust. Respondent did not possess an intent to deceive the borrowers, Clear Sky or the public by naming herself as lender.

15. Other than the fee for generating the promissory note and deed of trust, Clear Sky did not compensate Respondent for acting as nominal lender in the real estate transactions. Respondent is not an investor or a member of Clear Sky.

II. NATURE OF MISCONDUCT

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

By noting herself as the lender on each Deed of Trust, when she was not the lender, Respondent violated Rule of Professional Conduct 4.1.

RULE 4.1 Truthfulness In Statements To Others

In the course of representing a client a lawyer shall not knowingly:
(a) make a false statement of fact or law[.]

By misrepresenting on the Deeds of Trust that she was the lender in the Kieffer, Guzman -Colato, and Nguyen transactions when she was not, Respondent violated Rule of Professional Conduct 8.4(c).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:

***

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law[.]

III. PUBLIC REPRIMAND WITH TERMS

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

1. On or before **March 18, 2026,** Respondent will complete three hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of ethics. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward her Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify her 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(s).

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 Sanctions 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.

FIFTH DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

Craig Alan Guthery
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2025, a true and complete copy of the foregoing Subcommittee Determination was sent to Nicole Elizabeth Marucci, Respondent, by certified mail at 9110 Panther Falls Way, Bristow, Virginia 20136-6108, Respondent's last address of record with the Virginia State Bar, and by email to nmarucci2013@gmail.com; and to Christopher Ivan Kachouroff, counsel for Respondent, by first-class mail at 13649 Office Place Ste 101, Woodbridge, Virginia 22192, and by email to ck1@trialjustice.net.

Richard W. Johnson Jr.
Assistant Bar Counsel

VIRGINIA:

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

IN THE MATTER OF
NICOLE ELIZABETH MARUCCI

VSB Docket No. 25-051-134304

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, by Richard W. Johnson Jr., Assistant Bar Counsel, and Nicole Elizabeth Marucci, Respondent, and Christopher Ivan Kachouroff, Respondent's counsel, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. On August 5, 2022, Charles Zauzig and Paul Nichols ("Complainants") hired Respondent as an attorney at their law firm Nichols Zauzig ("NZ") and as the Chief Operating Officer at their real estate settlement company First Guardian Title and Escrow ("FG").

2. On August 13, 2024, Complainants questioned Respondent's relationship with Clear Sky Financial ("Clear Sky"), a hard money lender involved in real estate transactions. Specifically, Complainants observed that in a real estate transaction involving Clear Sky ("the Kieffer transaction"), Respondent had listed herself instead of Clear Sky as the lender on the Deed of Trust. Complainants further told Respondent they were uncomfortable with her being listed as the lender on a Note and Deed of Trust in real estate transactions for Clear Sky. Complainants prohibited Respondent from engaging in further business with Clear Sky where she was listed as the lender on the Note and Deed of Trust.

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> TAX ID NO. 0922-11-0010
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By misrepresenting on the Deeds of Trust that she was the lender in the Kieffer, Guzman -Colato, and Nguyen transactions when she was not, Respondent violated Rule of Professional Conduct 8.4(c).

RULE 8.4 Misconduct

It is professional misconduct for a lawyer to:
***
(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation which reflects adversely on the lawyer's fitness to practice law[.]

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel, Respondent, and Respondent's counsel tender to a subcommittee of the Fifth District, Section I Committee for its approval the agreed disposition of a Private Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Fifth District, Section I Committee. The terms shall be met by January 10, 2026.

1. On or before **January 10, 2026,** Respondent will complete three hours of continuing legal education credits by attending courses approved by the Virginia State Bar in the subject matter of ethics. Respondent's Continuing Legal Education attendance obligation set forth in this paragraph will not be applied toward his Mandatory Continuing Legal Education requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent will certify her 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 his attendance of each such CLE program(s).

If the term is not met by January 10, 2026, Respondent agrees that the District Committee shall impose a Certification for Sanction Determination pursuant to Part 6, Section IV, Paragraph 13-15.G 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

Richard W. Johnson Jr.
Assistant Bar Counsel

Nicole Elizabeth Marucci
Respondent

Christopher Lyan Kachouroff
Respondent Counsel