

VIRGINIA:

*Before the Virginia State Bar Disciplinary Board*

*In the Matter of Keh Soo Park*

*VSB Docket Nos. 09-052-078381 and 11-052-086577*

*Attorney at Law*

*On March 7, 2011, came Keh Soo Park and presented to the Board an Affidavit Declaring Consent to Revocation of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when disciplinary charges are pending, he admits that the charges in the affidavit and attached exhibit are true.*

*The Board having considered the said Affidavit Declaring Consent to Revocation, and Bar Counsel having no objection, the Board accepts his Consent to Revocation. Accordingly, it is ordered that the license to practice law in the courts of this Commonwealth heretofore issued to the said Keh Soo Park be and the same hereby is revoked, and that the name of the said Keh Soo Park be stricken from the Roll of Attorneys of this Commonwealth.*

Entered this 8<sup>th</sup> day of March, 2011

*For the Virginia State Bar Disciplinary Board*

By *Barbara S. Lanier*  
*Barbara Sayers Lanier, Clerk of the Disciplinary System*

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF KEH SOO PARK, ESQUIRE

VSB Docket Nos.: 09-052-078381  
11-052-086577

AFFIDAVIT DECLARING CONSENT TO REVOCATION

KEH SOO PARK, after being duly sworn, states as follows:

1. That he was licensed to practice law in the Commonwealth of Virginia on February 19, 1965.
2. That, pursuant to Part 6, Section IV, Paragraph 13-28 of the *Rules of the Supreme Court of Virginia*:
  - a. his consent to Revocation is freely and voluntarily rendered, that he is not being subjected to coercion or duress, and that he is fully aware of the implications of consenting to a Revocation of his license to practice law in the Commonwealth of Virginia;
  - b. he is aware that there are currently pending complaints against him involving allegations of Misconduct, the nature of which are set forth in Exhibit A, attached hereto, the contents of which Exhibit A are incorporated herein by reference;
  - c. he acknowledges that the material facts upon which the allegations of Misconduct, as set forth in Exhibit "A" are predicated are true; and
  - d. he submits this Affidavit and consents to the Revocation of his license to practice law in the Commonwealth of Virginia because he knows that if disciplinary proceedings based on the said alleged Misconduct were prosecuted to a conclusion, he could not successfully defend them.

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MAR 7 2011

VSB CLERK'S OFFICE

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Executed and dated this 4<sup>th</sup> day of March, 2011.

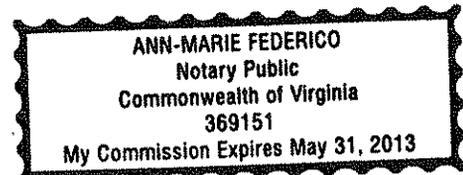
KeH Soo Park  
KEH SOO PARK

COMMONWEALTH OF VIRGINIA  
AT LARGE, to wit:

The foregoing instrument was subscribed and sworn to before me by KEH SOO PARK in the City/County of Fairfax, Virginia, this 4<sup>th</sup> day of March 2011.

Ann-Marie Federico  
Notary Public

My Commission expires: 5/31/13.



SEEN, WITH NO OBJECTION TO ENTRY OF AN ORDER BY THE VIRGINIA STATE BAR DISCIPLINARY BOARD REVOKING KEH SOO PARK'S LICENSE TO PRACTICE LAW IN VIRGINIA:

Seth M. Guggenheim  
SETH M. GUGGENHEIM  
Senior Assistant Bar Counsel

**EXHIBIT "A"**

**As to VSB Docket No. 09-052-078381:**

Mr. Wan Heo retained attorney Keh Soo Park in 2001 to perform immigration services. Over the course of the representation, Mr. Heo paid Mr. Park sums totaling at least \$18,500.00 as legal fees and costs. Mr. Park deposited none of this money in an attorney escrow account, as required, claiming to a Virginia State Bar investigator that he considered the sums earned when he received them. Mr. Park kept no records of his time devoted to Mr. Heo's matter, and sent no accountings to his client.

Although Mr. Park performed some services, he failed to re-file a petition in 2005 which was required to rectify his prior error, despite having been paid to do so. Mr. Heo terminated Mr. Park's services, and engaged successor counsel. Mr. Park agreed in writing to pay Mr. Heo the sum of \$95,000.00 for damages occasioned by his representation, in installments, by March 31, 2009. When questioned concerning this resolution by a Virginia State Bar investigator, Mr. Park stated that he never intended to pay Mr. Heo \$95,000.00, but that he hoped that Mr. Heo's new counsel would get involved in the negotiation so that Mr. Park could pay Mr. Heo "a little money to get them off my back."

Via a series of checks, Mr. Park refunded \$9,750.00 to Mr. Heo through Mr. Heo's new counsel. Mr. Park issued a check dated January 22, 2009, in the sum of \$10,000.00 made payable to the order of Mr. Heo, but the check was issued against insufficient funds. After Mr. Heo filed a bar complaint with the Virginia State Bar in February of 2009, Mr. Park told Mr. Heo that he would pay him, but that Mr. Heo needed to withdraw his bar complaint. As of the date of his interview with a Virginia State Bar investigator on September 20, 2010, Mr. Heo had received no further payments from Mr. Park.

**As to VSB Docket No. 11-052-086577:**

Mr. Park was interviewed on Wednesday, February 23, 2011 at his office located at 4015 Chain Bridge Road, Fairfax, Virginia, by a Virginia State Bar investigator, concerning a complaint regarding the below matters which had been filed with the Virginia State Bar on January 18, 2011. As of the date of Mr. Park's interview, the refunds of fees due the clients, as more particularly set forth below, had not been tendered to them by Mr. Park.

Mr. Park stated that the Complainant in the instant bar complaint was a client of his dating back to 2008. He stated that he was hired by the Complainant to assist her husband in obtaining a green card and permanent resident status from the U. S. Government so that he could immigrate to the United States from Korea. Mr. Park said that there was no written agreement between him and the Complainant. Mr. Park admitted that he did receive a payment from the Complainant at the beginning of the engagement for \$9,000. Mr. Park was shown a copy of the check made payable to his order, dated January 17, 2008, and he acknowledged that this was a copy of the check he received from the Complainant, which Mr. Park deposited into his law office's operating account at SunTrust Bank.

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Mr. Park admitted that he did little to no work associated with obtaining a green card and working on obtaining permanent residence status in the U.S. for the Complainant's husband. Mr. Park said he obtained the Complainant's husband's resume and after doing some minimal research he determined that the husband most likely didn't meet the requirements of the labor certification process as a skilled or professional worker as set out by the U.S. Department of Labor. Mr. Park stated that he also researched the company that was going to hire the husband, and he learned that this company didn't engage in the type of commerce that met the Department of Labor requirements. According to Mr. Park, he notified the Complainant of the situation, and provided her with a refund check in the sum of \$9,000.00, dated November 30, 2009, from his operating account.

Mr. Park stated that he is aware that the refund check he provided to the Complainant had "bounced." Mr. Park admitted that he knew there were insufficient funds in the account to cover the check he wrote to the Complainant, and had asked the Complainant to delay trying to negotiate the check. Mr. Park stated that the funds he had received from the Complainant were placed in his law office's operating account and were subsequently used by him as operating funds for the *Il - Hong World Peace Research Foundation* (Foundation) headed by Stacie Anne Lyons (Lyons) as Chairman of the foundation. According to Mr. Park, he was on salary with the Foundation as the counsel to the chairman, but the Foundation didn't have any assets available to pay Mr. Park or to do the necessary work to establish and run the Foundation. As such, Mr. Park said he used his law office's operating funds to operate the Foundation. According to Mr. Park, he had hoped that he would have received a reimbursement of funds from the Foundation before the Complainant tried to negotiate the refund check, but that didn't occur.

Mr. Park stated that he had written a letter to the Complainant to request that she not attempt to negotiate the refund check until approximately December 2, 2009. Mr. Park provided the investigator with a copy of the letter which Park identified was the letter he sent to the Complainant.<sup>1</sup>

Mr. Park said that the Foundation was established by Lyons and her deceased husband, a former George Washington University Law School classmate of Mr. Park's. Mr. Park stated that a few years ago he met Lyons, and she wanted to start a non-profit foundation to feed the poor in Africa and Asia. Mr. Park stated that he agreed to assist Lyons in setting up the Foundation, and he was to be an employee of the Foundation. According to Mr. Park, Lyons told him that the Foundation has 50 metric tons of gold being held in a bank in Hong Kong that has been tied up in litigation for the past three years between the governments of Great Britain and China. Mr. Park stated that he had been using the funds in his operating account to fund the Foundation, and once those funds were released, he would be paid for his services and he would be reimbursed for the funds he had advanced to the Foundation.

Mr. Park stated that as with the Complainant, another client with the surname of Lee was also a client of his dating back to 2008. Mr. Park stated that he was hired by Ms. Lee to assist her in obtaining a green card and permanent resident status from the U. S. Government. Mr. Park

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<sup>1</sup> Note: Mr. Park's letter to the Complainant requesting that she not attempt to negotiate the "refund" check until on or after December 2, 2009 was dated November 24, 2009; however, the actual refund check was dated November 30, 2009.

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said that there was no written agreement between him and Ms. Lee. Mr. Park admitted that he did receive a payment from Ms. Lee at the beginning of the engagement for \$8,000. Mr. Park was shown a copy of a check from Ms. Lee dated May 9, 2008, made payable to his order, and he acknowledged that this was a copy of the check he received from Ms. Lee, which he deposited into his law office's operating account at SunTrust Bank.

Mr. Park admitted that he did little to no work associated with obtaining a green card and working on permanent residence status in the U.S. for Ms. Lee. Mr. Park said he obtained Ms. Lee's resume and after doing some minimal research he determined that Ms. Lee most likely didn't meet the requirements of the labor certification process as a skilled or professional worker as set out by the U.S. Department of Labor. Mr. Park stated that he also researched the company that was going to hire Ms. Lee, which was the same company that was to hire the Complainant's husband, and that Mr. Park learned that this company didn't engage in the type of commerce that met the Department of Labor requirements. According to Mr. Park, he notified Ms. Lee of the situation, and provided her with a refund check from his operating account. Mr. Park was provided with and identified a copy of that refund check, which was dated November 30, 2009, in the sum of \$8,000.00. According to Mr. Park, he had hoped that he would have received a reimbursement of funds from the Foundation before Ms. Lee tried to negotiate the refund check, but that didn't occur.

Mr. Park stated that he is aware that the refund check he provided to Ms. Lee had "bounced." Mr. Park admitted that he knew there were insufficient funds in the account to cover the check he wrote to Ms. Lee, and had asked Ms. Lee to delay trying to negotiate the check. According to Park, he used the same letter he sent to Complainant in corresponding with Ms. Lee about delaying the negotiating the refund check.

Mr. Park stated that as with the Complainant, he had placed the funds he had received from Ms. Lee in his law office's operating account and they were subsequently used by him as operating funds for the *Il - Hong World Peace Research Foundation*.

Mr. Park stated that as with the Complainant and Ms. Lee, another client with the surname of Beh was also a client of his dating back to 2008. Mr. Park stated that he was hired by Ms. Beh to assist her in obtaining a green card and permanent resident status from the U. S. Government. Mr. Park said that there was no written agreement between him and Ms. Beh. Mr. Park admitted that he did receive a payment from Ms. Beh at the beginning of the engagement for \$11,000.00. Mr. Park admitted to receiving Ms. Beh's check and depositing it into his law office's operating account at SunTrust Bank.

Mr. Park admitted that he did little to no work associated with obtaining a green card and working on permanent residence status in the U.S. for Ms. Beh. Mr. Park said he obtained Ms. Beh's resume and after doing some minimal research he determined that Ms. Beh most likely didn't meet the requirements of the labor certification process as a skilled or professional worker as set out by the U.S. Department of Labor. Park stated that he also researched the company that was going to hire Ms. Beh, which was the same company that was to hire both the Complainant's husband and Ms. Lee, and that Mr. Park learned that this company didn't engage in the type of commerce that met the Department of Labor requirements. According to Mr. Park, he notified Ms. Beh of the situation, and provided Ms. Beh with a refund check from his operating account.

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Mr. Park was provided with a copy of and identified that refund check, which was dated November 30, 2009, in the sum of \$8,000.00. According to Park, he had hoped that he would have received a reimbursement of funds from the Foundation before Ms. Beh tried to negotiate the refund check, but that didn't occur.

Mr. Park stated that he is aware that the refund check he provided Ms. Beh had "bounced." Park admitted that he knew there were insufficient funds in the account to cover the check he wrote to Ms. Beh, and had asked Ms. Beh to delay trying to negotiate the check. According to Mr. Park, he used the same letter he sent to the Complainant and Ms. Lee in corresponding with Ms. Beh about delaying the negotiating the refund check.

Mr. Park stated that as with the Complainant and Ms. Lee, Mr. Park placed the funds he had received from Ms. Beh in his law office's operating account and those funds were subsequently used by him as operating funds for the *Il - Hong World Peace Research Foundation*.

Mr. Park was questioned by the Virginia State Bar investigator as to his use of a trust account. Park stated that he does have a trust account, but he only uses that account on a limited basis, and was specifically used to hold funds associated with "business settlements." Mr. Park stated that with respect to most of the legal work that he handles, he considers the funds he receives from his clients as earned when they are received from the client.

With respect to the use of a cash receipts journal, Mr. Park stated that he doesn't maintain such a journal. Rather, Mr. Park explained that he provides his clients with a receipt for funds when he receives them, and he maintains a copy of those receipts. With respect to the use of a cash disbursement journal, Mr. Park identified that he uses his check register to document his cash disbursements.

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