

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**ALEXANDRA LOZANO,**  
Lawyer (Bar No. 40478).

Proceeding No. 25#00062

ODC File No(s). 24-01460, 24-01482, 24-01631, 24-01852, 25-01047, 25-01348, 25-01335, 25-01501, 25-01469, 25-01953, 25-01958, 25-01990, 25-02076, 25-02100, 25-02179, 25-02205, 25-02210, 26-00043, 26-00294, 26-00461, 26-00464

Resignation Form of Alexandra Lozano (ELC 9.3(b))

I, Alexandra Lozano, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.

2. I was admitted to practice law in the State of Washington on October 27, 2008.

3. After consulting with my counsel, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC).

4. Attached hereto as Exhibit A is Disciplinary Counsel’s statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in

1 Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to  
2 permanently resign from membership in the Association.

3 5. Although I am choosing not to defend, I dispute the accuracy of the attached Exhibit  
4 A - Statement of Alleged Misconduct, and I deny any misconduct

5 6. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in  
6 this matter.

7 7. I agree to pay any additional costs or restitution that may be ordered by a Review  
8 Committee under ELC 9.3(g).

9 8. I understand that my resignation is permanent and that any future application by me  
10 for reinstatement as a member of the Association is currently barred. If the Washington Supreme  
11 Court changes this rule or an application is otherwise permitted in the future, it will be treated as  
12 an application by one who has been disbarred for ethical misconduct. If I file an application, I  
13 will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations, or  
14 instances of alleged misconduct on which this resignation was based.

15 9. I agree to (a) notify all other states and jurisdictions in which I am admitted, of this  
16 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in any  
17 other state or jurisdiction in which I am admitted; and (c) provide Disciplinary Counsel with  
18 copies of any such notification(s) and any response(s). I acknowledge that this resignation could  
19 be treated as a disbarment by all other jurisdictions.

20 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction from  
21 which I have a professional license that is predicated on my admission to practice law of this  
22 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)  
23 provide disciplinary counsel with copies of any of these notifications and any responses.

1 11. I agree that when applying for any employment, I will disclose the resignation in  
2 lieu of discipline in response to any question regarding disciplinary action or the status of my  
3 license to practice law.

4 12. I understand that my resignation becomes effective on Disciplinary Counsel's  
5 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary  
6 Counsel must do so promptly following receipt of this document.

7 13. When my resignation becomes effective, I agree to be subject to all restrictions that  
8 apply to a disbarred lawyer.

9 14. Upon filing of my resignation, I agree to comply with the same duties as a disbarred  
10 lawyer under ELC 14.1 through ELC 14.4.

11 15. I understand that, after my resignation becomes effective, it is permanent. I will  
12 never be eligible to apply and will not be considered for admission or reinstatement to the practice  
13 of law nor will I be eligible for admission for any limited practice of law.

14 16. I certify under penalty of perjury under the laws of the State of Washington that the  
15 foregoing is true and correct.

16  
17 5/26/2026

18 Date and Place



Alexandra Lozano, Bar No. 40478

19  
20 ENDORSED BY:

21 

22 Marina Busse, Disciplinary Counsel  
23 Bar No. 54411

# EXHIBIT A

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11 STATEMENT OF ALLEGED  
12 MISCONDUCT UNDER ELC 9.3(b)(1)

13  
14  
15 The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of the  
16 Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

17 **I. ADMISSION TO PRACTICE**

18 1. Respondent Alexandra Lozano was admitted to the practice of law in the State of  
19 Washington on October 27, 2008.

20 **II. ALLEGED FACTS**

21 2. Respondent is the sole owner and manager of Alexandra Lozano Immigration Law  
22 (ALIL).

23 3. ALIL primarily represents client on petitions for humanitarian visas filed with United

1 States Citizenship and Immigration Services (USCIS).

2 4. ALIL currently has over 35,000 clients. Respondent is currently listed as the lawyer  
3 of record for tens of thousands of clients with petitions pending before USCIS.

4 5. Respondent employs nonlawyer staff to conduct client consultations and deliver  
5 scripted sales pitches to prospective clients. In these consultations, the nonlawyer staff  
6 recommend strategies and provide legal advice about the effects of filing certain forms.

7 6. Respondent's scripts include false and misleading statements about what Respondent  
8 can accomplish for the prospective client, such as providing assurances of "100% protection"  
9 from Immigration and Customs Enforcement (ICE) upon filing certain applications.

10 7. Respondent uses a computer program to determine case strategies for immigration  
11 relief. Neither Respondent, nor any other ALIL lawyer, review the case strategies before they are  
12 pitched to the clients.

13 8. The majority of Respondent's clients apply for immigration benefits under the  
14 Violence Against Women Act (VAWA) or for T nonimmigrant status (T-visa), for which  
15 Respondent typically charges a flat fee of \$10,000–\$15,000.

16 9. Since approximately mid-2023, Respondent has referred clients to Salud Total, a  
17 company Respondent owns, for "immigration impact assessments" which Respondent requires  
18 for all clients. The assessments are not performed by licensed mental health professionals, but  
19 rather by laypersons with no professional qualifications. Salud Total charges up to \$1,200 for  
20 these assessments. While Respondent discloses Respondent's financial interest in Salud Total to  
21 clients, Respondent does not disclose that Salud Total staff are not licensed mental health  
22 professionals.

23 10. In virtually all Respondent's VAWA applications, Respondent included an application

1 for adjustment of status to lawful permanent resident (AOS), regardless of whether the client was  
2 ultimately eligible for AOS. Respondent did not explain to clients the potential risks of USCIS  
3 denying an AOS application, which can include being placed in proceedings in immigration court.

4 11. One or more of Respondent's clients have been issued a Notice to Appear (NTA) in  
5 immigration court after USCIS denied their AOS applications.

6 12. One or more of Respondent's clients have been deported after their AOS petitions  
7 were denied.

8 13. Nonlawyer staff at ALIL answered questions from clients, prepared immigration  
9 petitions, assembled supporting documentation, and drafted client declarations with minimal  
10 supervision. Once the applications were completed, staff affixed Respondent's signature to the  
11 immigration forms, certifying under penalty of perjury that Respondent prepared the application,  
12 even in cases when Respondent had not done so.

13 14. Respondent directed ALIL staff to file the applications bearing Respondent's  
14 signature with USCIS, despite knowing that Respondent had not personally reviewed the cases.

15 15. As of March 17, 2026, Respondent's signature was on 53,923 petitions pending before  
16 USCIS.

17 16. Respondent directed ALIL staff to affix digitized replicas of client's signatures to  
18 immigration forms, even in instances where the form stated that a wet ink signature was required.

19 17. In one or more cases, ALIL affixed client signatures to immigration forms even when  
20 the clients did not review the documents.

21 18. One or more of the clients' applications were delayed or denied due to Respondent's  
22 failure to comply with signature requirements.

23 19. Respondent represented M.R.A. on applications for VAWA and AOS. Respondent

1 knew that M.R.A. was ineligible for AOS. Nevertheless, Respondent filed an AOS application  
2 for M.R.A. USCIS denied M.R.A.'s AOS application. On April 30, 2025, the Department of  
3 Homeland Security (DHS) issued an NTA based on the information contained in the denied AOS  
4 application. M.R.A. paid Respondent a flat fee of \$8,525 and \$2,157.90 in costs. On October 8,  
5 2024, M.R.A. filed a grievance against Respondent.

6 20. Respondent represented A.S.A. on applications for VAWA and AOS. Respondent  
7 knew that A.S.A. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for  
8 A.S.A. When USCIS scheduled an interview with A.S.A., nonlawyer staff at ALIL advised  
9 A.S.A. that ALIL should withdraw the AOS application because A.S.A. was not eligible for AOS.  
10 Respondent withdrew the AOS application. On October 23, 2025, DHS issued an NTA based on  
11 the information contained in the withdrawn AOS application. In total, A.S.A paid Respondent  
12 \$13,000 in fees and \$1,261.75 in costs. On October 29, 2024, A.S.A. filed a grievance against  
13 Respondent. On January 8, 2025, Respondent provided A.S.A. with a refund of \$1,500.

14 21. Respondent represented J.C.A. on a T-visa application. According to J.C.A.'s  
15 grievance, ALIL staff affixed J.C.A.'s signature to a sworn declaration that was submitted in  
16 support of J.C.A.'s T-visa application and. J.C.A. did not personally review the declaration.  
17 According to J.C.A., J.C.A. subsequently discovered that ALIL staff had included false  
18 information in the declaration inconsistent with J.C.A.'s experience. J.C.A.'s T-visa application  
19 was denied based on the information in the declaration. In total, J.C.A. paid ALIL \$9,500 in fees.  
20 On December 2, 2024, J.C.A. filed a grievance against Respondent.

21 22. Respondent represented Z.M.Q. on an application for VAWA and AOS. According to  
22 Z.M.Q.'s grievance, ALIL failed to promptly inform Z.M.Q. of USCIS's decision denying  
23 Z.M.Q.'s VAWA application, which negatively impacted Z.M.Q.'s ability to appeal. ALIL also

1 failed to promptly provide Z.M.Q.'s client file to new counsel. Z.M.Q. paid ALIL a fee of \$13,150  
2 and \$1,261.75 in costs. On July 1, 2025, Z.M.Q. filed a grievance against Respondent.

3 23. Respondent represented T.B.J. on an application for VAWA and AOS. T.B.J. wished  
4 to include T.B.J.'s two minor children as derivative applicants. T.B.J. was falsely informed by  
5 nonlawyer staff that T.B.J.'s minor children could not be included as derivative applicants on  
6 T.B.J.'s VAWA application until the VAWA application was approved. ALIL then added  
7 additional charges to T.B.J.'s account of \$4,500 per child to prepare and file two immigration  
8 forms per child. T.B.J. paid ALIL \$8,650 in fees and \$3,344.25 in costs. On April 14, 2025, ALIL  
9 refunded \$5,500 to T.B.J. On August 5, 2025, T.B.J. filed a grievance against Respondent.

10 24. Respondent represented J.G.M.R. on an application for VAWA and AOS. Respondent  
11 knew J.G.M.R. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for  
12 J.G.M.R. ALIL staff affixed Respondent's signature to the AOS application, certifying that  
13 Respondent had reviewed the application with J.G.M.R., when in fact Respondent had not done  
14 so. Nonlawyer staff falsely informed J.G.M.R. that J.G.M.R.'s employment authorization  
15 document would protect J.G.M.R. from deportation. In July 2025, J.G.M.R. received a notice  
16 from DHS that J.G.M.R. did not understand. J.G.M.R. called ALIL and asked to speak with a  
17 lawyer about the notice. Nonlawyer staff said they would "escalate" J.G.M.R.'s request.  
18 However, J.G.M.R. was never able to speak with a lawyer at ALIL about the notice. J.G.M.R.  
19 was subsequently detained by ICE. J.G.M.R. paid ALIL \$10,500 in fees and \$2,155 in costs. On  
20 August 11, 2025, J.G.M.R. filed a grievance against Respondent. In October 2025, J.G.M.R. was  
21 deported.

22 25. A.J.S. hired Respondent to file a family-based visa petition based on A.J.S.'s marriage  
23 to a U.S. citizen. A.J.S. only ever spoke with nonlawyers about A.J.S.'s case, even when USCIS

1 sent a Request for Evidence (RFE), requesting certain tax information. After being unable to  
2 communicate with any ALIL lawyer, A.J.S. submitted a response to the RFE. A.J.S.'s petition  
3 was denied on the basis that responsive tax information was not submitted in response to the RFE.  
4 In total, A.J.S paid \$7,000 in fees to ALIL. On September 5, 2025, A.J.S. filed a grievance against  
5 Respondent.

6 26. Respondent represented C.V.P. and C.V.P.'s spouse on applications for a T-visa and  
7 AOS. Respondent filed C.V.P.'s AOS application based on C.V.P.'s approved T-visa before  
8 C.V.P was statutorily eligible for AOS. USCIS denied C.V.P.'s application but noted that C.V.P.  
9 could refile the application when C.V.P. became eligible. C.V.P. was eligible by the time USCIS  
10 issued its denial decision. Instead of refiling the AOS petition, ALIL nonlawyer staff advised  
11 C.V.P. to file a motion to reconsider. ALIL charged C.V.P. an additional \$4,500 for the motion  
12 to reconsider, which was denied. After the denial of the motion to reconsider, C.V.P.'s T-visa had  
13 expired and C.V.P no longer had the ability to apply for AOS based on the approved T-visa. ALIL  
14 then advised C.V.P. to file an application to extend the T-visa which would cost an additional  
15 \$4,500. C.V.P. refused to pay additional funds and ultimately ALIL agreed to file the extension  
16 for no additional cost. However, C.V.P. declined and hired a new lawyer. C.V.P. paid ALIL  
17 \$23,100 in fees and more than \$2,425 in costs. On September 8, 2025, C.V.P. filed a grievance  
18 against Respondent.

19 27. J.H.C. paid \$150 to ALIL for a consultation conducted by a nonlawyer staff member,  
20 who referred J.H.C. to another lawyer. Respondent took 30% of a flat fee J.H.C. paid to the other  
21 lawyer. ALIL and Respondent did nothing on J.H.C.'s case aside from referring J.H.C. to the  
22 other firm, therefore the work Respondent performed was not proportionate to the division of the  
23 fee Respondent received. On November 13, 2025, J.H.C. filed a grievance against Respondent.

1 28. A.M.M. paid \$99 for a consultation with a nonlawyer staff member at ALIL, who  
2 advised A.M.M. to apply for a T-visa. A.M.M. hired Respondent to file the T-visa application.  
3 However, Respondent did not file the T-visa application. A.M.M. called ALIL to ask about the  
4 status of the case several times but was never permitted to speak with a lawyer. Finally, A.M.M.  
5 elected to terminate the representation. In total, A.M.M. paid \$7,427 in fees to ALIL. On  
6 November 14, 2025, A.M.M. filed a grievance against Respondent.

7 29. Respondent represented J.L.S. on an application for VAWA and AOS. Respondent  
8 knew J.L.S. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for J.L.S.  
9 ALIL staff affixed Respondent's signature to the AOS application, certifying that Respondent  
10 had reviewed the application with J.L.S, when in fact Respondent had not done so. ALIL also  
11 affixed J.L.S.'s signature to immigration forms and a sworn declaration without J.L.S. having  
12 reviewed the forms and declaration first. According to J.L.S.'s grievance, J.L.S. subsequently  
13 discovered that ALIL staff had included false information in the declaration. J.L.S.'s AOS  
14 application was denied. Neither Respondent, nor anyone at ALIL informed J.L.S. about the right  
15 to appeal within 30 days of the denial. J.L.S. paid \$10,650 in fees and \$1,260 in costs to ALIL.  
16 On November 19, 2025, J.L.S. filed a grievance against Respondent.

17 30. Respondent represented D.B.D. on an application for VAWA and AOS. Respondent  
18 knew D.B.D. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for  
19 D.B.D. USCIS denied D.B.D.'s AOS application. D.B.D. paid at least \$13,150 in fees to ALIL.  
20 On November 24, 2025, D.B.D. filed a grievance against Respondent.

21 31. ALIL represented M.B.A. and M.B.A.'s sibling in an appeal from the denial of  
22 M.B.A.'s asylum application. ALIL failed to advise M.B.A. that M.B.A. was likely eligible for  
23 relief under VAWA, or that M.B.A.'s sibling was likely eligible for relief as a Special Immigrant

1 Juvenile (SIJ). ALIL staff affixed Respondent's signature on the appeal, Form EOIR-27, and the  
2 appeal brief, although Respondent never reviewed any of the documents filed. Respondent failed  
3 to raise multiple potential grounds for relief in the asylum appeal. The appeal was denied.  
4 According to M.B.A.'s grievance, ALIL failed to inform M.B.A. of the denial. M.B.A. paid ALIL  
5 \$6,500 in fees and \$675 in costs. On December 1, 2025, M.B.A. filed a grievance against  
6 Respondent.

7 32. Respondent represented M.G.A. on an application for VAWA and AOS. Respondent  
8 knew M.G.A. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for  
9 M.G.A. USCIS denied M.G.A.'s application. M.G.A. paid ALIL at least \$10,650 in fees and  
10 \$1,261.75 in costs. On December 23, 2025, M.G.A. filed a grievance against Respondent.

11 33. Respondent represents M.V.G. on an application for asylum. M.V.G.'s case was  
12 handled entirely by nonlawyer staff. ALIL staff did not permit M.V.G. to speak with a lawyer  
13 about the case, despite multiple requests made by M.V.G. Despite this, Respondent charged  
14 M.V.G. a flat fee of \$15,800. M.V.G. paid ALIL \$11,970.55 in fees and \$2,385 in costs. On  
15 December 23, 2025, M.V.G. filed a grievance against Respondent.

16 34. Respondent represented E.C.L. on an application for VAWA, a request to waive  
17 inadmissibility, and AOS. ALIL staff affixed Respondent's signature to the AOS application,  
18 certifying that Respondent had reviewed the application with E.C.L., when in fact Respondent  
19 had not done so. The request to waive inadmissibility and AOS were both denied because ALIL  
20 affixed a copy of E.C.L.'s signature to the applications and the forms required a wet signature.  
21 ALIL quoted a fee of \$2,500-3,500 to appeal the denial of the AOS application. E.C.L. paid at  
22 least \$21,340 in fees to ALIL. On December 26, 2025, E.C.L. filed a grievance against  
23 Respondent.

1 35. Respondent represented C.P.N. on an application for VAWA and AOS. ALIL staff  
2 affixed Respondent's signature to the AOS application, certifying that Respondent had reviewed  
3 the application with C.P.N., when in fact Respondent had not done so. USCIS determined that  
4 C.P.N.'s signature on the form was not a wet ink signature as required, and asked that C.P.N.  
5 submit a new application form with a wet ink signature. ALIL appealed USCIS's decision and  
6 argued that the signature was a wet-ink signature under applicable regulations. However, ALIL  
7 did not file a new AOS application form as required by USCIS. C.P.N.'s application was denied.  
8 C.P.N. paid at least \$13,200 in fees and at least \$1,760 in costs to ALIL. On January 9, 2026,  
9 C.P.N. filed a grievance against Respondent.

10 36. On August 27, 2024, J.R.R. paid ALIL \$99 for an initial consultation with a  
11 nonlawyer ALIL staff member, who advised that J.R.R. was eligible to apply for VAWA and  
12 AOS. On August 29, 2024, J.R.R. paid Respondent a flat fee of \$9,500 for the VAWA and AOS  
13 applications. By May 2, 2025, ALIL had everything it needed to submit the applications except  
14 for J.R.R.'s signature on the forms. On September 4, 2025, J.R.R. called ALIL to confirm that  
15 they had received J.R.R.'s signed forms. ALIL did not file the VAWA or AOS applications. J.R.R.  
16 was detained by ICE. ALIL informed J.R.R.'s representatives that ALIL could not provide further  
17 assistance. J.R.R. requested a refund of the flat fee, as the VAWA and AOS applications had not  
18 been filed. ALIL declined to provide a refund. J.R.R. requested an accounting of how the flat fee  
19 was used. ALIL did not provide an accounting or a refund. ALIL did not file the VAWA or AOS  
20 petitions. On February 11, 2026, J.R.R. filed a grievance against Respondent.

21 37. Respondent represented S.C.G. on an application for VAWA and AOS. S.C.G. paid a  
22 flat fee of \$10,400 and costs of \$1,250 for the VAWA and AOS applications. Respondent knew  
23 S.C.G. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for S.C.G.

1 USCIS denied S.C.G.'s AOS application. Nonlawyer ALIL staff members then advised S.C.G.  
2 that the denial could be overcome through an appeal. S.C.G. paid a flat fee of \$2,500 and  
3 \$1,653.15 in costs for the appeal. The argument ALIL presented in support of the appeal had no  
4 basis in law or fact. The appeal was denied on the same grounds as AOS application. In total,  
5 S.C.G. paid at least \$12,900 in fees and \$2,903.15 in costs to ALIL. On March 5, 2026, S.C.G.  
6 filed a grievance against Respondent.

7 38. Respondent represented G.V.N. on an application for VAWA and AOS. Respondent  
8 knew G.V.N. was ineligible for AOS. Nevertheless, Respondent filed an AOS application for  
9 G.V.N. ALIL staff affixed Respondent's signature to the AOS application, certifying that  
10 Respondent had prepared the application and reviewed it with G.V.N., when in fact Respondent  
11 had not done so. ALIL staff later told G.V.N. that G.V.N. was not eligible for AOS, and that the  
12 AOS application was submitted solely to allow G.V.N. to obtain a work permit. On March 5,  
13 2026, G.V.N. filed a grievance against Respondent alleging that ALIL and/or Respondent had  
14 misled G.V.N. about G.V.N.'s eligibility for AOS and that G.V.N. would not have agreed to pay  
15 the fee if G.V.N. had known G.V.N. was ineligible for AOS. G.V.N. paid \$150 for an initial  
16 consultation, a flat fee of \$12,500 and costs of \$1,225 for the VAWA and AOS applications. On  
17 March 5, 2026, G.V.N. filed a grievance against Respondent.

### 18 III. ALLEGED MISCONDUCT

19 39. By directing staff to utilize a script that contained false and/or misleading information  
20 when communicating with prospective clients, it appears that Respondent violated RPC 8.4(c).

21 40. By filing applications for immigration benefits with USCIS when Respondent knew  
22 the clients were ineligible for those benefits, Respondent violated RPC 3.1 and RPC 8.4(d).

23 41. By utilizing nonlawyers to perform legal functions on behalf of clients, and/or by

1 delegating legal functions to nonlawyer staff such as performing client consultations and  
2 providing legal advice and/or by providing Respondent's signature stamp for nonlawyer staff to  
3 affix to documents that Respondent did not personally review, it appears that Respondent violated  
4 RPC 5.5(a).

5 42. By failing to adequately supervise nonlawyer staff who performed legal functions and  
6 affixed Respondent's signature to filings, Respondent violated RPC 5.3(b).

7 43. By referring clients to Salud Total without disclosing that evaluations were performed  
8 by unlicensed individuals, Respondent violated RPC 1.7(a)(2).

9 44. By directing staff to submit forms to USCIS bearing signatures that falsely certified  
10 that Respondent had prepared the forms, Respondent engaged in dishonesty and conduct  
11 prejudicial to the administration of justice in violation of RPC 8.4(c) and RPC 8.4(d).

12 45. By charging unreasonable fees for work performed by nonlawyers and for preparation  
13 of applications for which the clients were ineligible, Respondent violated RPC 1.5(a).

14  
15 Dated this 26th day of May 2026,

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Martina Busse, Disciplinary Counsel  
19 Bar No. 54411  
20  
21  
22  
23