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7  
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**FILED**  
LOS ANGELES SUPERIOR COURT

SEP 20 2012

BY MB DEPUTY

M. Beltran

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 CENTRAL DISTRICT

12  
13 **PEOPLE OF THE STATE OF CALIFORNIA,**

CASE No. BA396271

14 vs.

15 **JOANA MARIA SOSA [DOB 09-16-1958];**  
16 **AND ZOILA ORTEGA [AKA ZOILA "KIKIS"**  
**RUIZ] [DOB: 03-49-1981]**

**DECLARATION IN SUPPORT OF**  
**ARREST WARRANT AND EXTRADITION**

17 DEFENDANTS.

18  
19 **STATEMENT OF PROBABLE CAUSE**

20 Your affiant, Cary M. Cavalieri, is a duly sworn peace officer and is currently employed as a  
21 Special Agent for the California Department of Justice (CA DOJ), Bureau of Investigations (BI).

22 I am currently assigned to the California Department of Justice, Bureau of Investigation,  
23 Los Angeles Regional Office, Attorney General Mortgage Fraud Strike Force.

24 I have been a Special Agent with CA DOJ since October 15, 1994. Prior to that date, I was  
25 a State Traffic Officer (Peace Officer) with the California Highway Patrol (CHP) from October  
26 15, 1982 to October 15, 1994.  
27  
28

1 During my career, I have been responsible for conducting criminal and civil investigations  
2 in the State of California. I have attended a Special Agent Orientation Academy through the  
3 California Department of Justice, Division of Law Enforcement. I hold Peace Officer Standards  
4 and Training (P.O.S.T.) Basic and Intermediate Peace Officer Certificates. I graduated from the  
5 CHP Academy in 1982.

6 During my employment with the State of California, I have received training and attended  
7 numerous classes in techniques of criminal investigation, conspiracy investigations, financial  
8 investigations, money laundering, fraud investigations, computer forensics and narcotics  
9 investigations.

10 In 1994, as a CA DOJ Special Agent, I was initially assigned to the Bureau of Narcotic  
11 Enforcement (BNE). I conducted and participated in major narcotic investigations that involved  
12 the interstate and international transportation and distribution of narcotics by large criminal  
13 organizations. These investigations frequently involved the "laundering" of illegal proceeds.

14 I have written and participated in the service of numerous search warrants, which resulted  
15 in the seizure of evidence and the arrest of suspects. I have also made and assisted in numerous  
16 arrests based on probable cause and warrant for various code violations including the California  
17 Penal Code, California Vehicle Code, Health and Safety Code, Business and Professions Code,  
18 Welfare and Institutions Code and the Public Resource Code.

19 During my assignment to the Bureau of Investigation, since 1999, I have conducted and  
20 participated in numerous investigations, including those involving mortgage fraud, political  
21 corruption, unfair lending practices, identity theft and habeas corpus/death penalty appeals.

22 While with the CHP from 1982 to 1994, I conducted a wide variety of investigations while  
23 assigned as a Felony Officer, initiating or completing investigations that patrol officers did not  
24 have the training, experience or resources to complete.

25 I also served as a Field Training Officer, introducing new officers to CHP policies,  
26 procedures and methods for patrol and investigations, evaluating their performance and correcting  
27 deficiencies. I have served as a Task Force Officer, assigned to the Drug Enforcement  
28 Administration (DEA) as a CHP Southern Division Drug Interdiction Officer and was cross-

1 sworn as a Federal Task Force Officer. I worked numerous major narcotic and money  
2 laundering investigations, with a focus on criminal organizations utilizing tractor trailers to  
3 transport hundreds of kilos of narcotics and the illegal proceeds.

4 I have been assigned to investigate Sosa Capital, Inc., Sosa Enterprises, Inc., and their sole  
5 principal and officer, JOANA SOSA (referred further as "SOSA"). I have reviewed reports from  
6 the County of Los Angeles, Department of Consumer Affairs and from the California Attorney  
7 General's Office which include interviews of clients and victims of SOSA and a civil complaint  
8 filed by SOSA against Stephen Mark Feldman (Additional information below). Based on  
9 information from the course of the investigation, SOSA has conspired in her illegal activities with  
10 ZOILA ORTEGA AKA ZOILA "KIKIS" RUIZ, believed to be SOSA's daughter.

11 This declaration is based on the information I obtained from reviewing reports and through  
12 information I received through interviews of victims. County of Los Angeles, Department of  
13 Consumer Affairs (civilian) Investigator Christian Olmos, who conducted the initial investigation,  
14 assisted by translating for victims whom Spanish is their primary language.

#### 15 APPLICABLE CALIFORNIA STATUTES

16 Based on my training and experience, and the investigation to date, I believe the following  
17 California statutes were violated:

18 **Penal Code sections 460 (Burglary) and 487(a) (Grand Theft), Civil Code section**  
19 **2945.4 (Unlawful Collection of Upfront Fees) and Revenue & Taxation Code Section**  
20 **19706, including special allegations for excessive taking pursuant to Penal Code**  
21 **section 12022.6 and aggravated white-collar crime pursuant to Penal Code section**  
22 **186.11.**

#### 23 INVESTIGATIONAL SUMMARY

24 During the investigation, two search warrants were issued for records. One obtained  
25 SOSA's bank account records. The second obtained victim loan files from the victim's lenders.  
26 Analysis of the bank records show over \$677,572 flowed through SOSA's bank accounts during  
27 the period of 2008 and 2011. Several deposits corresponded to check and wire payments by  
28 victims into accounts under SOSA's control. At the height of the fraud, 2009-2010, there was

1 \$608,663 in total deposits.  
2

3 Based on the reports, records and interviews, the investigation has shown that SOSA used  
4 misrepresentations and promises of loan modification and foreclosure assistance to defraud her  
5 clients of at least \$394,967.680 (identified thus far) and caused many of her clients to lose their  
6 homes. SOSA never had a Department of Real Estate License.  
7

8 SOSA, both individually and doing business as Sosa Capital, Inc. and Sosa Enterprises,  
9 Inc., had her principal place of business and residence at [REDACTED] Los  
10 Angeles, CA 90012-2479 during most of the transactions.

11 Joana SOSA is the sole principal of Sosa Capital Inc., established on June 24, 2005. SOSA  
12 used her personal and business relationships in the Mexican-American community to advertise  
13 loan modification and foreclosure assistance services to homeowners that were struggling to pay  
14 their mortgages or facing foreclosure. SOSA's clients were primarily Mexican-Americans, many  
15 of whom could neither read nor speak English. Many of SOSA's clients were referred to her by  
16 friends, associates and relatives.  
17

18 SOSA represented to her clients that she was a wealthy investor worth millions of dollars.  
19 SOSA represented that for an up-front fee of anywhere between \$2,500 to over \$10,000, she  
20 would negotiate with the clients' lenders to lower the principal amount they owed on their  
21 mortgage and would thereafter pay-off their loan, effectively becoming their new lender. In order  
22 to accomplish this, SOSA represented to her clients that they must quit claim deed their properties  
23 to SOSA (for zero consideration) and also give SOSA power of attorney.  
24

25 SOSA represented to most of the victims that after SOSA purportedly paid-off their loans,  
26 she would become their new landlord and lender. SOSA had her clients execute a "lease to  
27 purchase agreement" whereby the client would pay SOSA a monthly "mortgage" or "rent" to  
28

1 SOSA. SOSA represented that after two years, she would then deed back the client's home to the  
2 client for a lower principal sum that they owed to their lender and/or at a favorable interest rate  
3 they could afford. SOSA instructed several clients to stop making their mortgage payment and to  
4 pay her instead.

5 Most of SOSA's clients only spoke Spanish. They were instructed to sign contracts with  
6 SOSA in English and were unaware of the contents of the contracts they were signing. For some  
7 of her clients, the contracts with SOSA were actually promissory notes made to look as though  
8 the client loaned SOSA money.

9  
10 In most, if not all cases, SOSA did not contact the clients' lender and never paid-off their  
11 loans as she promised. Records, documents and interviews show that SOSA did not obtain any of  
12 the victims' properties as promised and little if any effort was made by SOSA. As time passed,  
13 many of the clients realized that their property had been lost in foreclosure and many were  
14 evicted. Many of them lost their homes because they followed SOSA's instructions or due to  
15 inaction caused by their false belief that the matter was handled or was in the process of being  
16 handled by SOSA.

17  
18 A Notice of Default was either recorded before or during the time many of the victims  
19 contracted with SOSA and on some occasions SOSA contracted and received compensation after  
20 the property had been lost through foreclosure, assuring the consumer that her services would  
21 return title back to the consumer.

22 Some victims were encouraged to file bankruptcy. In some cases, SOSA informed the  
23 victims that the services were successful and SOSA was now their new lender. The consumers  
24 received monthly mortgage statements from SOSA with a break-down of the new payment  
25 covering principal, interest, insurance and property taxes. The consumers made several payments  
26 to SOSA and then received notification that their property was never saved from foreclosure and  
27  
28

1 they were now facing an eviction.

2 SOSA also convinced some of her clients to invest their money with her for a 10% return  
3 on their investment. Some received an initial return, which convinced them to invest further in  
4 much larger amounts. SOSA took their money but the consumers received nothing in return.

5 Of SOSA's clients that were interviewed, the total monetary loss suffered is at \$394,967.68.  
6 Several of SOSA's clients have lost their homes. Many also suffered additional property loss as a  
7 result of their eviction. SOSA had instructed several of them to leave their property in the home  
8 during the eviction process because she (SOSA) was on the verge of recovering her home and  
9 they would be moving back into their home.  
10

11 Because this affidavit is being submitted for the limited purpose of establishing probable  
12 cause for laws that SOSA violated, I have not included each and every fact known to me  
13 concerning this investigation. Unless specifically indicated otherwise, all conversations and  
14 statements described in this affidavit are related in substance and in part only.

15 **SOSA COMPLAINT AGAINST** [REDACTED]

16 I reviewed a complaint filed by SOSA against attorney [REDACTED]  
17 ("Feldman"), in the Superior Court of California, County of Los Angeles, Case No. BC485659  
18 (the "Complaint"). The complaint was dismissed on February 8, 2011 and costs were awarded to  
19 the defendant. SOSA alleges in the Complaint that Feldman defrauded her of several hundred  
20 thousand dollars that SOSA gave Feldman to invest in a European investment instrument. SOSA  
21 admits in her Complaint that the money she gave Feldman came from her clients who paid her to  
22 save their home. SOSA attached to her complaint a list of her clients to whom she promised to  
23 pay-off their mortgages.  
24

25  
26 SOSA also attached emails to her Complaint, where she wrote to Feldman that her clients  
27 "want proof that I have made a payoff to continue doing business with me" and that her clients  
28

1 “asked for the return of their money” and called her business a “scam.” SOSA writes to Feldman  
2 that her clients wait long hours in her office to see her to demand their money back, she is  
3 “concerned about her position” because her clients “start talking with other clients about what I’m  
4 doing” and she “does not know what to tell them.” SOSA attached copies of several bank and  
5 cashier’s checks, totaling more than \$300,000.00 that she alleges she gave Feldman, which came  
6 from the victims that SOSA defrauded.

7  
8 [REDACTED]  
9 [REDACTED] a former client of SOSA, was referred to SOSA by an acquaintance,  
10 [REDACTED] Oliva gave her and Maldonado’s phone number to a fellow church member,  
11 “Daniel”. Daniel forwarded the numbers to SOSA. SOSA called and set up an appointment on  
12 December 21, 2008. SOSA represented herself as President of the Dove Capital Corporation.  
13 SOSA informed Maldonado that she can help Maldonado save her property from being lost  
14 through foreclosure. SOSA promised to contact Maldonado’s lender and purchase the property at  
15 the current market value. By doing so, SOSA would then become Maldonado’s new lender.  
16 Maldonado was further informed that the money paid to SOSA would then be used as the down  
17 payment for the property. SOSA had Maldonado sign a Promissory Note and the Payment  
18 Agreement Calendar. SOSA instructed Maldonado to stop making payments on her mortgage  
19 and to cease all communication with her lender. Maldonado was told that if she did not do as  
20 instructed and caused a default on her mortgage, SOSA would not be able to negotiate with the  
21 lender for the purchase of the property.

22 Maldonado paid a total of \$10,400. The first payment was made via personal check. All  
23 other payments were made in cash. All payments were exchanged at Maldonado’s residence.  
24 Maldonado was never given a receipt for any of her payments and only has the Payment  
25 Agreement Calendar as proof that she paid SOSA. She was under the impression that initialing  
26 the Payment Agreement Calendar was her proof that she paid SOSA. Maldonado believed that  
27 SOSA was listed as “Borrower” because it was agreed that SOSA would use the money as a  
28 down payment for the purchase of the property.

1  
2 Maldonado signed the Promissory Note under the impression that it was the agreement in  
3 which SOSA promised to purchase her property. SOSA informed Maldonado that this agreement  
4 would protect SOSA's interest in the likelihood that Maldonado refuses to become SOSA's  
5 borrower after SOSA purchases the property from Maldonado's lender.

6 Around September 2009, SOSA had Maldonado sign over a Power of Attorney.  
7 Maldonado was told that this was needed so that SOSA can contact and negotiate with her lender.  
8 Afterwards Maldonado noticed that her mortgage statement from her lender included "Johana  
9 SOSA." Maldonado does not know how this occurred or why the bank would include SOSA on  
10 her account. Maldonado disputed this with her lender and SOSA's name was removed.

11 Maldonado began to suspect that she was defrauded by SOSA around March of 2010 after  
12 she began to hear stories about other victims that lost their property. Maldonado contacted her  
13 lender and was informed that no one ever called on her behalf. Maldonado called SOSA and  
14 requested a full refund. SOSA instructed Maldonado that she can pick up her refund at the 800  
15 West 1st Street address. When Maldonado visited this office she demanded a refund but SOSA  
16 refused. Maldonado informed SOSA that she would sue her for her refund. SOSA stated that she  
17 would counter sue.

18 Maldonado filed a complaint with the Los Angeles County Department of Consumer  
19 Affairs (DCA) and Lawrence Jackson of Dove Capital Corporation (hereafter Jackson) responded  
20 directly to her. Jackson stated that SOSA did not work for him and that SOSA used his company  
21 name without his authorization. Jackson stated that SOSA was only an independent contractor  
22 and her employment was terminated after three months. Jackson further informed Maldonado that  
23 there was already a class action against SOSA and that they should join forces since both were  
24 conned by SOSA. Maldonado was able to work directly with her lender to save her property.

25 [REDACTED]  
26 In 2008 [REDACTED] (hereafter De Leon) told her coworker, [REDACTED]  
27 (hereafter Sandoval) that she was having difficulty making the mortgage payments for her home  
28 after the interest rate adjusted. Sandoval told De Leon that she was also having problems making



1 her mortgage payments but was receiving help from SOSA. Sandoval gave SOSA's contact  
2 information to De Leon, so she could set up an appointment. De Leon called SOSA on October  
3 22, 2008 and SOSA immediately visited De Leon at her home located at [REDACTED]  
4 [REDACTED] to discuss her services.

5 During this meeting, SOSA represented herself as an investor who helped homeowners who  
6 were having difficulty making their mortgage payments, by purchasing the property directly from  
7 the homeowner's lender at current market value. SOSA also stated that she was a credit repair  
8 specialist. For a fee of \$12,000, SOSA would appraise De Leon's property to verify the current  
9 market value, purchase the property from her lender and payoff all of De Leon's personal debt.  
10 Once the property was purchased De Leon could begin making her monthly payments to SOSA's  
11 corporation at a lower interest rate for 15 or 30 years.

12 Since De Leon did not have the full \$12,000, SOSA allowed her to make monthly payments  
13 of \$1,000 and had her sign a Promissory Note. De Leon was a little reluctant to pay so much  
14 money to SOSA but SOSA assured De Leon that these payments would be saved so that De Leon  
15 could have the money necessary to pay the new mortgage. SOSA claimed it would also protect  
16 SOSA in the event that De Leon decided not to keep the property. SOSA finally convinced De  
17 Leon to make the payments after informing her that the \$12,000 would be fully reimbursed to her  
18 by the government. SOSA did not explain how or why this money would be reimbursed by the  
19 government.

20 De Leon paid SOSA the initial \$1,000 in cash after signing the Promissory Note but SOSA  
21 did not provide De Leon with a receipt. Instead, SOSA gave De Leon a Payment Agreement  
22 Calendar to document the monthly payments that De Leon was making. De Leon made all her  
23 payments in cash and only has the Payment Agreement Calendar as proof. SOSA instructed De  
24 Leon to cease all communication with her lender and to forward all letters to her. SOSA  
25 explained that this was necessary because her attorneys were going to work on De Leon's file and  
26 it was crucial that all communication and correspondence with De Leon's lender be conducted by  
27 them. SOSA did not name her attorneys.  
28

1 After the Notice of Default was recorded against De Leon's property on February 6, 2009,  
2 SOSA told De Leon that a bankruptcy would be needed to postpone the foreclosure. This would  
3 give SOSA enough time to purchase the property before it is sold. Based on a credit report,  
4 bankruptcies were initiated on May 26, 2009 and on April 9, 2010.

5 Although De Leon lost her property through foreclosure on January 13, 2010, on April 1,  
6 2010 SOSA told De Leon that she had successfully purchased the property and De Leon could  
7 begin making her new mortgage payments. SOSA had De Leon sign a Lease to Purchase Option  
8 Agreement (Exhibit D) which indicated that De Leon would make monthly mortgage payments in  
9 the amount of \$701.91 to SOSA Capital, Inc.

10 De Leon received a Notice to Vacate from the Sheriff's Department soon after SOSA told  
11 De Leon that she was her new lender. De Leon contacted her lender to find out what happened  
12 since SOSA supposedly purchased the property. Her lender advised De Leon to take legal action  
13 against SOSA because she never purchased the property. De Leon called SOSA for an  
14 explanation but SOSA convinced her that the court had made an error and she was the true owner  
15 of the property. SOSA advised De Leon to continue making her monthly payments.

16 All payments under the promissory note were made in cash; some were made at De Leon's  
17 home, others were made at SOSA's home located at [REDACTED]  
18 and also at SOSA's business located at [REDACTED]

19 Afterwards, De Leon made a total of four mortgage payments to SOSA in the amount of  
20 \$701.91, each under the assumption that SOSA was her new lender. The first billing statement  
21 that De Leon received from SOSA indicated that she owed the March 2010 and April 2010  
22 payments. De Leon told SOSA that she overpaid by \$165.84 and SOSA agreed to credit this  
23 amount to the May 2010 payment. De Leon has no proof of payment for the June 2010 payment  
24 since she paid SOSA in cash. These payments were all made at SOSA's business located at 800  
25 West 1st Street Los Angeles, CA 90012. The total for these payments were \$2,807.64.

26 Although De Leon initially stated that she paid a total of about \$11,000 to SOSA, after Inv.  
27 Olmos spoke to her in the first interview and informing her of his findings, they came to the  
28 conclusion that she paid SOSA a total of \$12,107.68.

1 The Sherriff's Department attempted to evict De Leon around the end of June 2010 but  
2 SOSA somehow postponed this eviction. SOSA assured De Leon that she would protect her from  
3 the eviction free of charge. De Leon and her family were evicted on July 1, 2010.

4 De Leon called SOSA for an explanation of what occurred. SOSA indicated that this was a  
5 result of court error and De Leon should not have been evicted. Between July 6, 2010 and July 8,  
6 2010, SOSA took De Leon back to the property. De Leon witnessed SOSA break the lock to  
7 allow her access to the property. SOSA gave De Leon a copy of a Substitution of Trustee and  
8 Full Reconveyance signed by Zoila Ortega (hereafter Ortega) as the President Assistant and  
9 naming United Mortgage Trust as the present Beneficiary under the Deed of Trust and declaring  
10 SOSA Capital, Inc. as the new Trustee. SOSA also gave De Leon a copy of a Three Day Notice  
11 to Quit signed by attorney William Anagnostou on behalf of the property owner, United  
12 Mortgage Trust, which ordered Deutsche Bank to surrender the property. SOSA explained that  
13 De Leon could show these documents to the Sheriff's Department so she would not be evicted.  
14 De Leon was evicted on July 12 or 13, 2010.

15 SOSA told De Leon that civil action would be taken and that attorney William Anagnostou  
16 would represent her in court, however, De Leon is unsure if their really was any civil action  
17 initiated. After the initial interview, Inv. Olmos pulled records from the Los Angeles Superior  
18 Court to locate cases that may involve De Leon. He found Case Number BC444222 originally  
19 filed on August 25, 2010. The Proof of Service was signed by Zoila Ortega and included  
20 Ortega's business address located at [REDACTED]  
21 This case was dismissed because there was no follow-up with the court.

22 After De Leon was evicted, SOSA tried to convince her that she could still save the  
23 property. De Leon decided to request evidence that something was being accomplished by SOSA  
24 and began calling her and visiting her office located at [REDACTED]  
25 [REDACTED] The last time De Leon visited SOSA was around September 2010. During  
26 this visit SOSA kept blaming the loss of the property on court error. Afterwards, SOSA became  
27 unresponsive to De Leon's calls and visits.

1 [REDACTED] hereafter Barrero) was introduced to Joana SOSA by her friends Angel  
2 and Alexandra Gurrola. She met SOSA at Gurrola's house where approximately 10 other people  
3 attended. SOSA told the group that her husband "makes a lot of money. I will do you a favor."  
4 SOSA said she wanted to invest in homes that would show a loss to offset her taxes.

5 SOSA presented herself as a millionaire investor who wanted to report a loss to avoid taxes  
6 and help people. SOSA said she would buy the houses of the people who were in financial trouble  
7 and reduce the principle by about 1/2 the amount she paid. SOSA claimed that she also would  
8 eliminate the other debts, such as credit cards, the people owed.

9 SOSA told Barrero to stop paying her bank for her two houses and use the money to pay  
10 her (SOSA) \$2,500 a month for 12 months, starting January 17, 2009. Barrero gave SOSA a  
11 check for \$2,500 each month in February and March, 2009 and the three were logged on the  
12 "Payment Agreement Calendar". She also gave SOSA two additional \$2,500 cash payments that  
13 she did not get a receipt for. SOSA told her "I'll give you a receipt later."

14 SOSA also requested and received from Barrero, loan statements, bank statements and  
15 credit card statements during the same period. SOSA also had Barrero sign a "Power of Attorney"  
16 and give SOSA title of the property in front of a notary.

17 SOSA claimed that if Barrero would provide \$10,000 for each of her 2 houses, she could  
18 make the transactions go faster and that she wanted cash because cashing the checks slowed the  
19 process. On approximately March 20, 2009, Barrero went to a notary in Victorville, CA, to sign  
20 papers. She does not recall if the Grant Deed was signed that day, but she was sure that she was  
21 told the papers she signed that day were "needed by the attorneys".

22 Prior to going to Victorville, (as best she can recall, in February or March, 2009), Barrero  
23 gave SOSA \$20,000 at [REDACTED] house, but she did not recall the date. She recalled  
24 that there were 3-4 other victims present at the time but she did not know who they were. She  
25 paid SOSA in cash or by check but she did not recall which method of payment. If it was by  
26 check, it would have been from her ex-husband's account. She said she does not have access to  
27 the records and because the divorce was contentious, she cannot ask him for a copy. She claimed  
28 she did not have a method of contacting her ex-husband.

1 Barrero said she gave \$13,500 on April 28th, 2009. \$13,500 was comprised of \$6,000 of  
2 Barrero's money and \$7,500 of her son's money as a separate investment at the interest of 5% per  
3 month to be paid by SOSA for an investment.

4 Barrero invested \$5,000 on August 20, 2009 and \$6,000 on February 20, 2010, both at 5%  
5 interest per month. She later received \$950 in interest payment, which convinced her to invest  
6 \$25,000 in a cashier's check for money she had received from an insurance settlement for an  
7 injury. Barrero did not receive additional interest payments because she was told by SOSA that  
8 SOSA was reinvesting the interest to pay for the transactions to save the houses.

9 SOSA said that everything regarding the houses would be resolved by May 24, 2009.  
10 SOSA told Barrero that she should run up her credit cards, buy cars and other spending since she  
11 (SOSA) was going to eliminate all of the debt.

12 SOSA did not give Barrero receipts beyond the 3 entries in the payment agreement calendar  
13 (Attachment 17-2). SOSA would tell Barrero she was busy with more appointments or deals and  
14 would tell her "I'll give you the receipt later."

15 When the May 24, 2009 deadline passed, Barrero called SOSA and was told by SOSA the  
16 "lawyers were working on it" and "wait to see". SOSA gave a new deadline of June 6, 2009. The  
17 new deadline passed again and again SOSA blamed the attorney, saying that he went on vacation  
18 for 2 to 3 weeks and was taking time to complete the transaction.

19 SOSA had convinced Barrero that everything was "OK" and the transactions would be  
20 completed. Barrero started to receive 90 day notices to vacate and she began to have difficulty in  
21 reaching SOSA by phone. When she did reach SOSA, SOSA told Barrero that not to worry and  
22 that she did not need to leave her home. On January 9, 2010, SOSA told Barrero "Let's go to  
23 court". SOSA told Barrero not to remove her belongings from the home and that the Sheriff's  
24 department would not show to evict. Barrero went to court on 2 days and on the second day,  
25 while she was at court, the Sheriff's Department evicted her family into the street from their  
26 residence. SOSA was at the court on both days but did not speak with the court. SOSA claimed  
27 that what the judge and lender had done was illegal. She also claimed that she had a federal  
28

1 lawsuit against the bank that bought the house. SOSA said that would get them back into their  
2 home and that she would pay for Barrero's family to stay in a hotel (which SOSA never did).

3 SOSA went to [REDACTED] where Barrero was staying) and told Angel Gurrola to  
4 change the locks to another house in Victorville (address unknown), so Barrero could move into  
5 the house. SOSA gave her keys to the home and told her to move in while she (SOSA) resolved  
6 the matter. After one day and a night at the new residence, the police came and removed Barrero  
7 from the home. In reality, the home was already sold to another party and the new owners were  
8 prepared to move into the home.

9 The last contact Barrero had with SOSA was during May or June of 2011, Barrero tried to  
10 contact SOSA. When she finally was able to reach her, SOSA told her the problems with saving  
11 the homes were her (Barrero's) fault. SOSA claimed that Barrero "took too long...didn't supply  
12 the paperwork...I won't help you anymore...I will give you your money back when I have it."  
13 That was the last Barrero had heard from SOSA.

14 Barrero said that she met with SOSA at her (Barrero's) home on several occasions, but she  
15 cannot say with any certainty if she ever made any payments of money to SOSA at her home.

16  
17 [REDACTED]  
18 In 2010 [REDACTED] began to fall behind on his mortgage payments for his property located  
19 at [REDACTED] hereafter property) and was in need of foreclosure relief  
20 assistance. A Notice of Default was recorded against Duron's property on June 6, 2010. Duron  
21 has a personal friend who he has known for many years and who is a real estate agent, Steven  
22 Saucedo (hereafter Saucedo). Around September of 2010, Saucedo informed Duron that he knew  
23 of an investor named SOSA who could help Duron save his property. Since they were long time  
24 friends, Duron trusted Saucedo's word that SOSA could help him save his property. For this  
25 reason, Duron made payments to SOSA prior to actually meeting with her.

26 Duron paid a total of \$15,000 in two payments: September 29, 2010-\$12,500; October 4,  
27 2010-\$2,500. Duron requested receipts for these payments but SOSA did not provide them.  
28 Duron's wife Cristina works at AlaskaUSA Credit Union and wired both payments from her

1 account here directly into an account belonging to Sosa Capital, Inc. Duron kept a copy of both  
2 Fund Transfer Requests.

3 Saucedo took Duron to SOSA's business located at [REDACTED]  
4 [REDACTED] Duron does not recall the exact date that he met SOSA but believes that it was around  
5 middle to late October 2010 after payments were wired to SOSA. At this meeting, which was  
6 conducted in both English and Spanish, SOSA represented herself as an investor who could save  
7 homes by purchasing them from the homeowner's lender and sell them back to the homeowner at  
8 a reduced price. For a fee of \$15,000, SOSA promised to negotiate the purchase of Duron's  
9 property from his lender at fair market value. SOSA would then lease the property to Duron for a  
10 year. During this year Duron would be required to make monthly payments of \$700 to \$800. At  
11 the end of the year Duron could then refinance with a new lender and keep the property at the  
12 reduced price.

13 Duron stated that SOSA had him sign a Power of Attorney and a Grant Deed. Duron does  
14 not recall the exact date that these documents were signed since SOSA did not provide Duron  
15 copies. Duron believes that both of these documents were recorded in the County of San  
16 Bernardino.

17 Duron became suspicious of SOSA around January 2011. According to Duron, SOSA  
18 failed to purchase the property before it was lost through foreclosure on October 25, 2010 and  
19 Wells Fargo became the owner. Duron kept contacting Saucedo for an update on what occurred  
20 since his property was not saved and since Saucedo acted as the middleman between Duron and  
21 SOSA. Saucedo informed Duron that he had been trying to get in contact with SOSA for some  
22 time but SOSA was unresponsive. Once SOSA did respond, SOSA promised Duron that she  
23 would instead purchase the property from Wells Fargo under the same terms and conditions.

24 Duron does not have any documentation regarding the original agreement in which SOSA  
25 promised to purchase the property from Duron's lender. Duron instead has documents related to  
26 the second agreement in which SOSA promised to purchase the property from Wells Fargo after  
27 it was lost through foreclosure. Duron has two sets of escrow instructions. One is dated February  
28 8, 2011 and the second is dated April 25, 2011. Both of these documents list Sosa Capital, Inc. as

1 the buyer and Wells Fargo as the seller of the property. According to Duron, the first escrow was  
2 cancelled around March 2011 and the second escrow was cancelled on May 10, 2011. Duron was  
3 actually informed by Wells Fargo's listing agent that the escrow was cancelled because SOSA  
4 never deposited any funds into escrow for the purchase of the property. Duron is in possession of  
5 a "Cancellation of Contract" indicating that SOSA "failed to take the applicable contractual  
6 action after being given notice to buyer to perform". Once the second escrow was cancelled  
7 Duron called SOSA, but she never responded. Duron said that SOSA did not provide any  
8 services.

9 Duron lost his property after SOSA failed to purchase it. Duron faced an eviction and was  
10 given a Notice to Vacate by the Sheriff scheduled for June 17, 2011. Duron voluntarily moved  
11 out of his property on June 16, 2011.

12 [REDACTED]  
13 [REDACTED] was the owner of two properties [REDACTED]  
14 [REDACTED] (hereafter Properties.) Gurrola lived at  
15 the Hesperia address. In 2008 Gurrola began to have difficulty making the mortgage payments for  
16 both properties. Around the end of 2008, Gurrola's spouse, [REDACTED] (hereafter Alvarez)  
17 attended a cookware presentation conducted by a [REDACTED] (hereafter Quintero). Gurrola  
18 and his wife do not remember where the presentation took place or the exact date. After the  
19 presentation, Quintero asked the audience if anyone was in need of foreclosure assistance.  
20 Quintero referred several individuals to SOSA by giving them SOSA's contact information.

21 Gurrola called SOSA around the beginning of December 2008 and on the same day SOSA  
22 visited his residence. At this meeting, which was conducted in Spanish, SOSA represented herself  
23 as a wealthy investor who wished to help Latino immigrants whose primary language was  
24 Spanish. SOSA assured Gurrola that she can save his properties by purchasing them from his  
25 lenders at fair market value and become his new lender. SOSA also informed Gurrola that  
26 through her services all of his personal debt (i.e. credit cards, car loans) would be eliminated on  
27 the basis that these debts were fraudulent to begin with.  
28



1           SOSA promised to first appraise Gurrola's properties. Once this is done she could then  
2 contact and negotiate the purchase of Gurrola's loans at fair market value from his lenders. Once  
3 purchased SOSA would become Gurrola's new lender and Gurrola would have a fixed lower  
4 monthly payment at a 5% annual interest rate. SOSA had Gurrola sign a Grant Deed which was  
5 notarized on March 27, 2009. SOSA also had Gurrola sign a Power of Attorney but he is unsure  
6 of the exact date since Gurrola does not have a copy of this document. These two documents  
7 were needed so that SOSA could represent Gurrola in any negotiations with his lenders and so  
8 that she could protect and defend him from losing his properties. SOSA instructed Gurrola to  
9 cease all communication with his lenders and to stop paying both mortgages altogether. This was  
10 necessary so that Gurrola can begin paying SOSA to initiate the process of negotiating with his  
11 lenders. Gurrola signed two Promissory Notes under the impression that they outlined the terms  
12 of the agreement where SOSA would purchase his two properties and pay-off his debt.

13           SOSA also advised Gurrola that he should max out all of his credit cards and invest his  
14 money with her for a 5% monthly return on his investment. SOSA told Gurrola that his money  
15 would be invested in convalescent homes in Mexico. This would allow SOSA to avoid having to  
16 pay federal taxes. Gurrola first invested \$5,000 with SOSA. There was no written agreement for  
17 this investment but SOSA did in fact satisfy her obligation. SOSA convinced Gurrola to reinvest  
18 with her this time in the amount of \$5,750 for a 5% monthly return. SOSA only made one  
19 interest payment of \$287.50 in cash on August 28, 2009. During this time, SOSA never provided  
20 Gurrola with any documentation that proved that she invested his money in convalescent homes  
21 in Mexico. Gurrola signed a Promissory Note Limited Investment Agreement believing that it  
22 outlined the complete terms of the investment.

23           Gurrola states that he paid a total of \$19,800 to SOSA. This includes the money given to  
24 SOSA to save Gurrola's properties and the \$5750 that Gurrola invested with SOSA.

25           During the transaction Gurrola met SOSA's daughter, ZOILA ORTEGA (hereafter  
26 ORTEGA). Ortega would accompany SOSA during her visits to Gurrola's residence in Hesperia.  
27 According to Gurrola, Ortega was the one that would draft the various documents that Gurrola  
28 signed for SOSA.

1 During one of their conversations SOSA told Gurrola that she gave [REDACTED]  
2 (hereafter Feldman) all of the money she had received from all her clients. According to SOSA,  
3 Feldman would be the one managing the millions that were going to be used to save all of the  
4 client's properties. Gurrola spoke to his neighbor Javier, who was also a victim of SOSA. Javier  
5 informed Gurrola that he spoke to SOSA's "partner" Feldman. Feldman informed Javier that  
6 SOSA never paid him for any of their homes instead SOSA invested \$4.5 million with him in a  
7 high-yield interest account. Feldman further stated this investment matured on February 25, 2010  
8 at which point SOSA would collect the principal and interest. Gurrola also came across the name  
9 [REDACTED] hereafter Roman). SOSA informed Gurrola that Roman is an ex Federal Bureau  
10 of Investigation's Agent who would force Feldman to return the money to SOSA so that she can  
11 pay off all of the properties.

12 Around March 3, 2010, SOSA informed Gurrola that she had contracted with Mighty Faith  
13 Services (hereafter MFS). MFS was contracted by SOSA to conduct a forensic loan audit on  
14 Gurrola's loans and to act as the middleman between Gurrola and SOSA. According to Gurrola,  
15 MFS discovered that SOSA placed him in bankruptcy without his knowledge or authorization.  
16 Gurrola's signature was forged on this bankruptcy. Gurrola believes this was the only forgery.

17 MFS assisted Gurrola in writing SOSA a demand letter dated March 3 2010. This letter  
18 revokes the Power of Attorney given to SOSA, informs SOSA of Gurrola's communication with  
19 Javier, requests that all documents be returned and demands a full refund plus interest owed.  
20 Gurrola gave SOSA 72 hours to settle this dispute or litigation would be initiated. SOSA replied  
21 in writing on March 15, 2010 stating that she has spent many months working on Gurrola's behalf  
22 but will honor the revocation of the Power of Attorney and will cease all activities regarding his  
23 two properties. SOSA is unable to return any of Gurrola's documentation since all  
24 documentation was given to Feldman. SOSA does not address Gurrola's request for a full refund.  
25 After Gurrola received SOSA's letter SOSA refused to speak to him and advised him to speak to  
26 her attorney. Gurrola was not informed of who this attorney was. Gurrola lost both properties and  
27 was subsequently evicted from his residence.  
28

1 [REDACTED]  
2 In 2010, [REDACTED] (hereafter Lopez) lost two income properties through  
3 foreclosure and was at risk of losing his home located at [REDACTED]  
4 [REDACTED] Lopez spoke to his "friend," [REDACTED] (hereafter Saucedo) regarding his  
5 predicament. Originally Saucedo informed Lopez that his brother could provide assistance.  
6 Lopez paid Saucedo \$2,000, but Saucedo's brother was unable provide any assistance. Saucedo  
7 then informed Lopez that he knew of a couple, Ron and Yvonne Perrin (husband and wife  
8 hereafter Perrin's) who knew of a real estate investor named SOSA. SOSA could buy Lopez's  
9 Note directly from the lender and become Lopez's new lender. Lopez began to send his financial  
10 documents to Saucedo who forwarded them to the Perrin's who then forwarded them to SOSA for  
11 approval. After two weeks an appointment was set up for Lopez to meet with SOSA directly.  
12 This appointment was held on September 19, 2010 at SOSA's business located at [REDACTED]  
13 [REDACTED] Lopez was taken to this meeting by Saucedo. At this meeting  
14 the Perrin's acted as the negotiators and middlemen between Lopez and SOSA. Lopez paid the  
15 Perrin's a \$250 negotiation fee. Raul and Deborah Vazquez were also present at this meeting  
16 looking for assistance for their home.

17 During the meeting, which was conducted in Spanish, SOSA represented herself as a real  
18 estate investor who could help homeowner's save their property from foreclosure. SOSA  
19 promised Lopez that for \$15,000 she would negotiate with Lopez's lender and purchase his  
20 property at fair market price. Once the purchase was completed, SOSA would become Lopez's  
21 new lender. Lopez would then pay SOSA a monthly interest only payment at 5%, which would  
22 be impounded to collect taxes and insurance. These payments would continue until Lopez was  
23 able to refinance with a new lender and pay off SOSA. Lopez agreed to this and paid SOSA  
24 \$13,000 on September 24, 2010 by directly wiring the funds from his Chase bank account, to an  
25 account belonging to SOSA Capital Inc. Saucedo agreed to forward the original \$2,000 that  
26 Lopez paid him to SOSA, which explains why Lopez only wired \$13,000 to SOSA. Lopez paid a  
27 total of \$15,250 to SOSA.  
28

1 On September 27, 2010, SOSA emailed Saucedo a copy of a Grant Deed and a Power of  
2 Attorney that needed to be signed and notarized. Both were signed by Lopez and notarized on  
3 September 28, 2010. SOSA needed these documents signed so that she could have the right to  
4 negotiate the purchase of Lopez's note from his lender. Lopez does not have any written  
5 agreement regarding SOSA's promise to purchase his note for his residential property.

6 Lopez's wife suffers from rheumatoid arthritis and it is very difficult for her to walk up and  
7 down the stairs of their two story residence. Lopez decided it would be in their best interest to  
8 purchase a new property that would be better suited for his wife's condition. SOSA agreed to  
9 purchase a new property for Lopez under the same terms as before. SOSA "qualified" Lopez for  
10 a mortgage of \$150,000. Lopez was not given any documentation indicating why or how he  
11 qualified for the \$150,000. Around November of 2010 Lopez found a property that he was  
12 interested in at [REDACTED] (listed as Hesperia in the documents).  
13 Lopez and SOSA used Vicente Saucedo's company, Tierra Prometida Real Estate, to assist in the  
14 purchase of this property. Vicente Saucedo is Steven Saucedo's father. Saucedo acted as the real  
15 estate agent even though he does not have a Real Estate License.

16 Lopez is unsure of what services, if any, were performed by SOSA since Saucedo acted as  
17 the middleman between both parties. Saucedo would inform Lopez that SOSA assured him that  
18 everything was going accordingly. When escrow did not close Saucedo informed Lopez that,  
19 according to SOSA, the sellers did not want to sell their property to a corporation. SOSA  
20 apparently filed arbitration against the sellers to finalize the sale. Lopez is unsure if there really  
21 was an arbitration filed by SOSA.

22 Lopez lost his property through foreclosure on September 21, 2010 and an Unlawful  
23 Detainer was filed against him on January 26, 2011. According to Lopez, SOSA provided  
24 eviction defense services at no additional fee but is unsure what service, if any, SOSA actually  
25 provided. On February 3, 2011 SOSA emailed a Motion to Quash to Saucedo, so Lopez can sign  
26 and submit it to the court. This Motion lists Lopez as "In Pro Per" but contains a Proof of Service  
27 filed by a [REDACTED] whose business address is [REDACTED]  
28 90012. Lopez received a Writ of Possession and Notice to Vacate from the Sheriff's Department.

1 This Notice to Vacate instructed Lopez to vacate the property on or before April 8, 2011. Lopez  
2 instead voluntarily moved out of the property prior to this deadline.

3 Lopez began to suspect that he had been defrauded around October of 2011. Lopez  
4 requested updates from Saucedo but was informed that he could not locate SOSA.

5 The criminal acts committed by Sosa and Ortega in the foregoing six interviews are  
6 consistent with criminal acts against at least 24 other victims, all of whom I have interviewed.  
7 The criminal scheme described above took place against at least 30 victims from 2008 through  
8 2011. The total amount of loss identified so far is \$394,967.68, with the amount possibly  
9 increasing to over \$500,000.

10 Most of the victims were immigrants with grade school education at most and very little  
11 English proficiency. SOSA and ORTEGA deliberately preyed on a vulnerable community they  
12 knew well. They took full advantage of the trust granted to them by desperate client/victims, who  
13 were often referred by the victim's family and friends before they learned that they too were  
14 victims of fraud.

15 SOSA and ORTEGA were so intent on continuing their fraud, SOSA would direct people  
16 to break into victim's homes and tell the victims that they could move back into homes they lost  
17 and continue paying Sosa Capital, even after they were legally evicted.

#### 18 **TAX EVASION**

19 According to California Department of Justice Investigative Auditor Connie Chen, some of  
20 the fraudulent funds obtained by SOSA as a result of the criminal enterprise described herein  
21 were deposited into a bank account under the name of Sosa Capital, Inc. SOSA AND ORTEGA  
22 are officers and directors of Sosa Capital, Inc. SOSA is the CEO and CFO and agent for service  
23 of process for Sosa Capital, Inc., according to California Secretary of State filings. According to  
24 California Franchise Tax Board Special Agent John Kang, Sosa never filed taxes for Sosa  
25 Capital, Inc. from 2009 through 2011. These are the years SOSA conducted the majority of her  
26 criminal acts and deposited the funds from such acts in the Sosa Capital, Inc. bank account(s).  
27 Sosa's failure to file taxes are felony violations of Revenue & Taxation Code Section 19706.  
28

1                                   **SOSA’S FREQUENT TRIPS AND DOMICILE OUTSIDE THE UNITED STATES**

2           According to bank records we retrieved pursuant to a search warrant, SOSA has bank  
3 records from Bank of America (Account Number [REDACTED] sent to [REDACTED]  
4 [REDACTED]

5           Based on claims that SOSA made to victims, she has frequently travelled outside the United  
6 States and claimed to own property in London, England.

7           Based on my investigation, I believe Sosa is a flight risk and/or may be currently out of the  
8 country.

9                                   **CONSIDERATION FOR PAYMENT OF BAIL THOUGHT TO BE FELONIOUSLY OBTAINED**

10          Based on the foregoing, I believe there is probable that the source of SOSA’s consideration,  
11 pledge, security, deposit, or indemnification paid, given, made, or promised for her bail may have  
12 originated from her crimes and therefore is feloniously obtained. I currently have no indication  
13 of any additional source of income for SOSA, and request a showing be made by SOSA pursuant  
14 to California Penal Code Section 1275.1 that the source of any bail monies submitted are solely  
15 from legitimate sources.

16                                   **CONCLUSIONS AND REQUESTS**

17          Based on the foregoing, I conclude there is probable cause to believe the defendants  
18 JOANA MARIA SOSA and ZOILA ORTEGA (ZOILA “KIKIS” RUIZ), listed in the  
19 accompanying felony complaint conspired to, and did commit grand theft, burglary and unlawful  
20 collection of upfront fees in violation of the laws of the state of California.

21          I therefore request that arrest warrants be issued for said defendants as described in the  
22 accompanying felony complaint, for violations of Penal Code Sections 460 (Burglary) and 487(a)  
23 (Grand Theft), and Civil Code Section 2945.4 (Unlawful Collection of Upfront Fees), including  
24 special allegations for excessive taking pursuant to Penal Code Section 12022.6 and aggravated  
25 white-collar crime pursuant to Penal Code Section 186.11.

26                                   **DECLARATION OF AFFIANT**

27          I declare under penalty of perjury under the laws of the State of California that the  
28 foregoing is true and correct.

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Dated: September 19, 2012

By: C. M. Cavalieri  
Cary Cavalieri  
Special Agent  
California Department of Justice

**BAIL RECOMMENDATION**

**JOANA MARIA SOSA** \$ 1,104,000.00  
**ZOILA ORTEGA (ZOILA "KIKIS" RUIZ)** \$ 1,104,000.00

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE,  
AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.  
JOHN A. CLARKE, EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF  
THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES.

Attested: SEP 27 2012 BY: [Signature] DEPUTY

M. Beltran

