

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

NOV 03 2014

BY 
TERI BERKSHIRE, DEPUTY

1 **GPA**
2 CATHERINE CORTEZ MASTO
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8 **DISTRICT COURT**
9 **CLARK COUNTY, STATE OF NEVADA**

10 THE STATE OF NEVADA,

Case No.: C-12-280271-1

11 Plaintiff,

Dept. No.: X

12 vs.

13 **ALEX SORIA, ID #1961240, d/b/a**
14 **BIOGREEN TECK, LLC and SONIA RODIS,**
15 **ID# 2836927, d/b/a BIOGREEN TECK, LLC**

16 Defendant.

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18 **GUILTY PLEA AGREEMENT**

19 The State of Nevada, by and through Attorney General CATHERINE CORTEZ MASTO
20 and Senior Deputy Attorney General Raya Swift, and Defendant ALEX SORIA (hereinafter
21 "Defendant SORIA"), represented by Mitchell Posin, Esq., hereby enter into and file this Guilty
22 Plea Agreement.

23 I, Defendant SORIA, agree to plead guilty pursuant to Alford to one (1) count of
24 PATTERN OF MORTGAGE LENDING FRAUD, a category "B" felony in violation of NRS
25 205.372 within the County of Clark, State of Nevada, as more fully alleged in the First
26 Amended Indictment on file herein.
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1 My decision to plead guilty is based upon the following plea agreement:

2 1. I, Defendant SORIA, agree to plead guilty pursuant to Alford to one (1) count of
3 PATTERN OF MORTGAGE LENDING FRAUD, a category "B" felony in violation of NRS
4 205.372, as more fully alleged in the First Amended Indictment (attached hereto as Exhibit
5 "1"), which is incorporated by reference.

6 2. I, Defendant SORIA, agree to waive all objections as to form and content of the
7 First Amended Indictment;

8 3. The State agrees to forego prosecution against Defendant SORIA on all other
9 counts currently pending in Case C-12-280271-1.

10 4. I, Defendant SORIA, agree that both the State and I shall have the right to make
11 arguments at a hearing on sentencing for a grant or denial of probation and for any particular
12 sentence authorized by law.

13 5. I, Defendant SORIA, agree to have no involvement, directly or indirectly, with
14 any work for income in the mortgage industry. I agree this prohibits me from collecting any
15 income, directly or indirectly, for any work involving real property liens, loan modifications,
16 foreclosures, short sales, real property rentals and real property purchases. I further agree to
17 have no involvement, directly or indirectly, with presenting or producing any seminars. I agree
18 that in this context, the term "seminar" is defined as any conference, symposium, meeting,
19 convention, forum, summit, discussion, consultation, workshop, tutorial, class, lesson or
20 webinar in which a topic is presented to or discussed with viewers. This does not prohibit me
21 from attending any seminars as an observer.

22 6. I, Defendant SORIA, agree to submit to any and all terms and conditions
23 imposed by the Division of Parole and Probation, if granted parole or probation.
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1 7. I, Defendant SORIA, agree to pay, and shall be jointly and severally liable with
2 any and all co-defendants herein, for restitution for named and unnamed victims in the amount
3 of \$61,611.00. This sum is to be distributed as follows:

4			
5	1	██████████	\$ 4,357.00
6	2	██████████	\$ 1,960.00
7	3	██████████	\$ 2,265.00
8	4	██████████	\$ 2,365.00
9	5	██████████	\$ 1,110.00
10	6	██████████	\$ 5,001.00
11	7	██████████	\$ 2,100.00
12	8	██████████	\$ 2,065.00
13	9	██████████	\$ 1,565.00
14	10	██████████	\$ 3,000.00
15	11	██████████	\$ 6,800.00
16	12	██████████	\$ 6,000.00
17	13	██████████	\$ 1,043.00
18	14	██████████	\$ 1,250.00
19	15	██████████	\$ 2,665.00
20	16	██████████	\$ 1,065.00
21	17	██████████	\$ 2,065.00
22	18	██████████	\$ 1,065.00
23	19	██████████	\$ 1,990.00
24	20	██████████	\$ 1,065.00
25	21	██████████	\$ 10,815.00

26 I further agree to cooperate with all lawful efforts to collect restitution, including providing
27 truthful and complete information about the whereabouts of assets of my own or of entities
28 under my control or for my benefit. The willful failure to pay restitution as ordered may be
grounds for a revocation of parole or probation. "Willful failure" means the failure to pay

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1 despite having the financial resources to do so. I shall also sign civil confessions of judgment
2 to the benefit of each victim for any amounts not paid as of the date of sentencing.

3 8. I, Defendant SORIA, agree to pay a fine in the amount of \$50,000.00.

4 9. I, Defendant SORIA, agree to pay extradition costs in the amount of \$300 to the
5 Nevada Office of the Attorney General.

6 10. I, Defendant SORIA, agree to pay to the Nevada Office of the Attorney General,
7 the amount of \$2,000.00 to reimburse the costs of investigation. The willful failure to pay this
8 amount may be grounds for a revocation of parole or probation. "Willful failure" means the
9 failure to pay despite having the financial resources to do so.

10 11. I, Defendant SORIA, agree to pay all other fees and costs imposed by the Court.

11 12. I, Defendant SORIA understand that if the State of Nevada has agreed to
12 recommend or stipulate to a particular sentence or has agreed not to present argument
13 regarding the sentence, or agreed not to oppose a particular sentence, any such agreement
14 by the State is contingent upon my appearance in court on the initial sentencing date and any
15 subsequent date if the sentencing is continued.

16 13. I, Defendant SORIA agree that if I fail to appear for any hearings or court dates
17 prior to sentencing or if an independent magistrate, by affidavit review, confirms probable
18 cause against me for new criminal charges, excluding minor traffic violations, the State will
19 have the unqualified right to argue for any legal sentence in this matter, including the use of
20 any prior convictions I may have to increase my sentence as a habitual criminal.

21 14. I, Defendant SORIA, acknowledge that I have entered into these negotiations
22 and have signed this document of my own free will without threat or promise on the part of
23 anyone other than expressed herein.

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CONSEQUENCES OF THE PLEA

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2 I understand that by pleading GUILTY pursuant to Alford I admit that if this case
3 proceeded to trial the State would be able to present sufficient evidence to prove guilt beyond
4 a reasonable doubt as to the charged offenses and I further believe that this negotiated guilty
5 plea agreement is in my best interests.

6 I understand that as a consequence of my plea, I may be incarcerated for a period of
7 not less than three (3) years and a maximum term of not more than twenty (20) years, and
8 may be further punished by a fine of up to Fifty-Thousand Dollars (\$50,000.00).

9 I understand that the law requires me to pay an Administrative Assessment Fee of
10 Twenty-Five Dollars (\$25.00).

11 I understand that, if appropriate, I may be ordered to make restitution to the victim of
12 the offense(s) to which I am pleading guilty and to the victim of any related offense which is
13 being dismissed or not prosecuted pursuant to this agreement. I will also be ordered to
14 reimburse the State of Nevada for any expenses related to my extradition, if any.

15 I understand that pursuant to NRS 176.015(3), victims so desiring will be allowed to
16 make Impact Statements.

17 I understand that I am eligible for probation for the offense to which I am a pleading
18 guilty. I further understand that, except as otherwise provided by statute, the question of
19 whether I receive probation is in the sole discretion of the sentencing judge.

20 I understand that I have not been promised or guaranteed any particular sentence by
21 anyone. I know that my sentence is to be determined by the court within the limits prescribed
22 by statute. I understand that if my attorney or the State of Nevada or both recommend any
23 specific punishment to the court, the court is not obligated to accept the recommendation.

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1 I also understand that information regarding charges not filed, dismissed charges, or
2 charges to be dismissed pursuant to this agreement may be considered by the judge at
3 sentencing.

4 I understand that if more than one sentence of imprisonment is imposed and I am
5 eligible to serve the sentences concurrently, the sentencing judge has the discretion to order
6 the sentences served concurrently or consecutively.

7 I understand if the offense to which I am pleading guilty to was committed while I was
8 incarcerated on another charge or while I was on probation or parole that I am not eligible for
9 credit for time served toward the instant offenses.
10

11 I understand that I must submit to blood and/or saliva tests under the Direction of the
12 Division of Parole and Probation to determine genetic markers and/or secretor status.

13 I understand that if I am not a United States citizen, any criminal conviction will likely
14 result in serious negative immigration consequences including but not limited to: (1) The
15 removal from the United States through deportation; (2) An inability to reenter the United
16 States; (3) The inability to gain United States citizenship or legal residency; (4) An inability to
17 renew and/or retain any legal residency status; and/or (5) An indeterminate term of
18 confinement with the United States Federal Government based on my conviction and
19 immigration status. Regardless of what I have been told by any attorney, no one can promise
20 me that this conviction will not result in negative immigration consequences and/or impact my
21 ability to become a United States citizen and/or a legal resident.
22

23 I understand that the Division of Parole and Probation will prepare a report for the
24 sentencing judge prior to sentencing. This report will include matters relevant to the issue of
25 sentencing, including my criminal history. This report may contain hearsay information
26 regarding my background and criminal history.
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1 I understand the Attorney General's Office shall not be bound by any oral negotiations
2 preceding the actual execution of this Agreement until such time as this Agreement has been
3 actually executed, that is, signed by the prosecutor representing the State of Nevada and the
4 Attorney General's Office and I have entered my plea before the court.

5 Furthermore, I understand that if I fail to appear at any subsequent hearings in this
6 case or if an independent magistrate, by affidavit review, confirms probable cause against me
7 for any new criminal charges including but not limited to reckless driving or DUI, but excluding
8 any minor traffic offense, the State will regain the full right to argue for any particular
9 punishment available under the law for the crime(s) I have committed, including the use of any
10 prior convictions I may have to increase my sentence as a habitual criminal.
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13 **WAIVER OF RIGHTS**

14 By entering my plea of guilty, I understand that I am waiving and forever giving up the
15 following rights and privileges:

16 1. The constitutional privilege against self-incrimination, including the right to refuse to
17 testify at trial, in which event the prosecution would not be allowed to comment to the jury
18 about my refusal to testify.
19

20 2. The constitutional right to a speedy and public trial by an impartial jury, free of
21 excessive pretrial publicity prejudicial to the defense, at which trial I would be entitled to the
22 assistance of an attorney, either appointed or retained. At trial the State would bear the
23 burden of proving beyond a reasonable doubt each element of the offense charged.

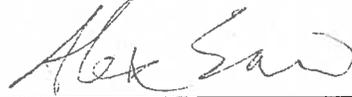
24 3. The constitutional right to confront and cross-examine any witnesses who would
25 testify against me.
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27 4. The constitutional right to subpoena witnesses to testify on my behalf.

28 5. The constitutional right to testify in my own defense.

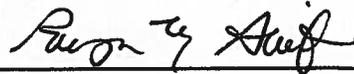
1 My attorney has answered all my questions regarding this guilty plea agreement and its
2 consequences to my satisfaction and I am satisfied with the services provided by my attorney.

3 DATED this ____ day of November, 2014.

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5 

6 ALEX SORIA
7 Defendant

8 AGREED TO BY:
9 CATHERINE CORTEZ MASTO
10 Attorney General

11  #11108

12 Jeff H. Segal, Esq.
13 Chief Deputy Attorney General
14 Raya M. Swift, Esq.
15 Senior Deputy Attorney General
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18 Las Vegas, Nevada 89101
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20 (702) 486-0606 – fax
21 Attorneys for the State of Nevada
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CERTIFICATE OF COUNSEL:

1
2 I, the undersigned, as the attorney for the Defendant named herein and as an officer of
3 the court hereby certify that:

4 1. I have fully explained to the Defendant the allegations contained in the charge(s) to
5 which guilty pleas are being entered.

6 2. I have advised the Defendant of the penalties for each charge and the restitution
7 that the Defendant may be ordered to pay.

8 3. All pleas of guilty offered by the Defendant pursuant to this agreement are
9 consistent with the facts known to me and are made with my advice to the Defendant.
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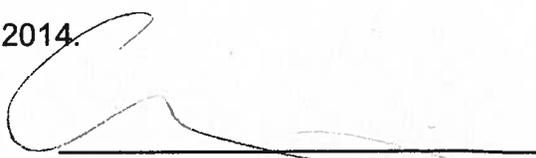
11 4. To the best of my knowledge and belief, the Defendant:

12 a. Is competent and understands the charges and the consequences of
13 pleading guilty as provided in this agreement.

14 b. Executed this agreement and will enter all guilty pleas pursuant hereto
15 voluntarily.

16 c. Was not under the influence of intoxicating liquor, a controlled substance or
17 other drug at the time I consulted with the defendant as certified in paragraphs 1 and 2 above.
18

19 DATED this 3 day of November, 2014.

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21 
22 MITCHELL POSIN, ESQ.
23 ATTORNEY FOR DEFENDANT
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1 **AIND**
2 CATHERINE CORTEZ MASTO
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12 Attorneys for Plaintiff, State of Nevada

FILED IN OPEN COURT
STEVEN D. GRIERSON
CLERK OF THE COURT

NOV 03 2014

BY: 
TERI BERKSHIRE, DEPUTY

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

11 STATE OF NEVADA,
12 Plaintiff,

13 vs.

14 **ALEX SORIA, ID #1961240**
15 d/b/a BIOGREEN TECK, LLC and
16 SONIA RODIS, ID# 2836927
17 d/b/a BIOGREEN TECK, LLC and
18 Defendants.

CASE NO. : C-12-280271-1
DEPT. NO. : X

19 **FIRST AMENDED INDICTMENT**

20 CATHERINE CORTEZ MASTO, Attorney General of the State of Nevada, by and
21 through her deputies, JEFFREY H. SEGAL, informs this Honorable Court that ALEX SORIA
22 and SONIA RODIS, the above named Defendants have committed the crimes of PATTERN
23 OF MORTGAGE LENDING FRAUD, a Category "B" Felony in violation of NRS 205.372,
24 within the County of Clark, State of Nevada, as follows:

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COUNT I

PATTERN OF MORTGAGE LENDING FRAUD

CATEGORY "B" FELONY - NRS 205.372(2)

From on or about November of 2009 to May of 2010, within the County of Clark, State of Nevada, ALEX SORIA and SONIA RODIS, either by virtue of their own actions or by the actions of their conspirators, agents or employees, knowingly and unlawfully committed mortgage lending fraud in two or more mortgage lending transactions having the same or similar purposes, results, accomplices, victims or methods of commission, or having other interrelated distinguishing characteristics; to wit:

SORIA and RODIS charged their clients substantial up-front fees for what they called a "Zero Mortgage Program" ("program") by representing to their clients the program would eliminate their mortgage obligation(s). The program involved filing with the county recorder's office certain documents, including an "Affidavit of Fact" and "Deed of Full Reconveyance" containing false statements. SORIA and RODIS assured their clients the program was based upon sound legal principles and had worked for themselves and other clients. In truth and fact, SORIA and RODIS knew full well these and other representations they made to entice their clients to purchase the program were false and that the program was ineffective.

The Defendants committed mortgage lending fraud as described herein in two or more mortgage lending transactions having the same or similar purposes, results, accomplices, victims or methods of commission, or having other interrelated distinguishing characteristics, including, without limitation, as follows:

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Name of Victim	Amount of Loss	Date of Transaction
[REDACTED]	\$1,565.00	7/8/11
[REDACTED]	\$1,065.00	5/26/11
[REDACTED]	\$2,065.00	2/9/11
[REDACTED]	\$2,565.00	2/9/11
[REDACTED]	\$2,565.00	5/28/10
[REDACTED]	\$ 565.00	8/16/10
[REDACTED]	\$ 565.00	6/30/11
[REDACTED]	\$2,065.00	9/19/11

All of which constitutes the crime of Pattern of Mortgage Lending Fraud - a category "B" felony in violation of NRS 205.372.

All of which is contrary to the form of the statute in such cases made and provided, and against the peace and dignity of the State of Nevada. Furthermore, Complainant makes this declaration upon information and belief and subject to the penalty of perjury.

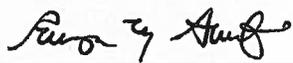
Dated this 3rd day of November, 2014.

SUBMITTED BY:

CATHERINE CORTEZ MASTO

Attorney General

By:


RAYA M. SWIFT
Senior Deputy Attorney General
Fraud Unit