

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v. No. 08-00297-05-CR-W-FJG
)
CYNTHIA D. JORDAN,)
)
 Defendant.)

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C)¹ of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney’s Office for the Western District of Missouri (otherwise referred to as “the Government” or “the United States”), represented by Beth Phillips, United States Attorney, and Linda Parker Marshall and Kathleen D. Mahoney, Assistant United States Attorneys, and the defendant, Cynthia D. Jordan (“the defendant”), represented by Charles C. Eblen.

The defendant understands and agrees that this plea agreement is only between her and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant’s Guilty Plea. The defendant agrees to and hereby does plead guilty to Counts One and Two of the Information, charging her in Count One with a violation of 18 U.S.C. § 1341, that is, mail fraud, and in Count Two with a violation of 18 U.S.C. § 1343, that is, wire

¹ The parties agree that the sentence imposed should not exceed 108 months.

fraud. The Information setting forth the charges is incorporated by reference. By entering into this plea agreement, the defendant admits that she knowingly committed these offenses and is in fact guilty of these offenses.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offenses to which she is pleading guilty are as summarized below.

Defendant Jordan was a mortgage loan broker for various mortgage brokers in the Kansas City area. She also purchased two residences and obtained mortgage loans for those purchases, which she obtained as part of a scheme to defraud mortgage lenders and title companies between about May 2005 and February 6, 2006, at Kansas City, in the Western District of Missouri, and elsewhere.

The scheme to defraud involved the following:

- a. the defendant and coconspirators located homes in the Kansas City, Missouri, which could be immediately sold in “flip” transactions for substantially more than the purchase price without improvements to the properties;
- b. the defendant purchased the homes and obtained mortgage loans by means of false and fraudulent representations and omissions of material facts, including the false representation that the defendant would owner-occupy the homes as her primary residence;
- c. the defendant purchased the homes for the purpose of selling them immediately and receiving loan proceeds herself and directing loan proceeds to others;
- d. the defendant purchased the homes under the belief that a purchaser was already lined up to purchase it from her before the first loan payment was due;

e. the defendant caused to be prepared and submitted to mortgage lenders and title companies material false and fraudulent documentation, made material false, fraudulent, and misleading material representations and omissions, in order to obtain mortgage loans and to receive funds from the loan proceeds;

f. the defendant caused mortgage lenders to approve loan applications in reliance on the material false, fraudulent and misleading representations and omissions of facts contained in the mortgage loan applications and other documentation; and

g. as a result of the scheme, the defendant obtained money from the loan proceeds personally and directed loan proceeds be paid to others under guise of false invoices and other false documents.

9624 N. Crescent, Kansas City, Missouri

As part of the scheme, defendant Jordan offered to purchase the property at 9624 N. Crescent for \$340,000, and entered into a contract to purchase it for \$355,000. At that time she entered into the contract, she and coconspirators planned to sell the property to a purchaser before a mortgage payment was due so that she did not have to make a loan payment.

On May 10, 2005, defendant Jordan submitted and caused to be submitted to ResMae Mortgage loan applications to fund the purchase of 9624 N. Crescent: one loan application in the amount of \$284,000 and one loan application in the amount of \$71,000, both of which were submitted to ResMae Mortgage. The loan applications falsely stated the defendant would occupy the property as her primary residence.

On June 3, 2005, defendant Jordan closed on the loan to purchase 9624 N. Crescent. In the course of the closing she signed false loan applications, settlement statements, borrower's

certification and authorization, and occupancy agreement, in all of which she made material false and fraudulent representations and omissions of material fact.

On or before June 8, 2005, the defendant signed a contract to sell the property at 9624 N. Crescent for \$555,000, which was \$200,000 more than she purchased it for five (5) days before. In connection with the sale, Ms. Jordan submitted and caused to be submitted to the title company closing the loan false and fraudulent invoices to support payments to third parties: an invoice from Plaxico Co. in the amount of \$35,000 for work purportedly performed, and an invoice from C Level & Associates in the amount of \$137,974.78 for work purportedly performed on the property.

On July 1, 2005, Ms. Jordan closed on the sale of 9624 N. Crescent for \$555,000 and signed and submitted false documents, including the settlement statement. Kansas City Title Co. handled the loan closing. On or about July 1 and July 5, 2005, in reliance on the false and fraudulent representations and omissions of material facts made by defendant and others, Countrywide Home Loans, doing business as America's Wholesale Lender, funded the purchase and sent the funds to US Bank, Overland Park, Kansas, Kansas City Title Company's bank, by wire transfers of approximately \$400,907.27 and \$156,937.50.

From the loans obtained by the purchaser, on or about July 5, 2005, Ms. Jordan received a check in the amount of \$17,500, and, pursuant to her direction, Plaxico Co. (A company owned by a coconspirator) received a check in the amount of \$28,000 and C Level & Associates (a company owned by another coconspirator) received a check in the amount of \$144,974.78.

Also from the loans obtained, on July 6, 2005, to pay off the loans obtained by defendant on June 3, 2005, defendant Jordan caused Kansas City Title Co., Lee's Summit, Missouri,

to send to ResMae Mortgage, Brea, California, by United Parcel Service (UPS), two checks in the approximate amounts of \$284,558.27 and \$71,265.71.

808 W. Greenway Terrace, Kansas City, Missouri

On November 8, 2005, the defendant offered to purchase 808 W. Greenway Terrace, Kansas City, Missouri, for \$525,000. At the time she offered to purchase the property, she and coconspirators planned to immediately sell it to a purchaser. The defendant did not intend to make a loan payment; the sale was to occur before a payment was due. The seller agreed to sell the property to Ms. Jordan for \$537,000.

On November 20, 2005, Ms. Jordan submitted and caused to be submitted to ResMae Mortgage loan applications to fund the purchase of 808 W. Greenway Terrace: one in the amount of \$429,600 and one in the amount of \$107,400. The loan applications falsely stated that the defendant would owner-occupy the property as her primary residence. She also submitted and caused to be submitted a false residential lease for 2000 SW Sterling, Lee's Summit, Missouri.

On or about November 29, 2005, Ms. Jordan closed on the loan to purchase 808 W. Greenway Terrace, and in the course of the closing signed false and fraudulent loan applications, settlement statements, borrower's certification and authorization, and occupancy agreement, in all of which she made material false and fraudulent representations and omissions of fact.

In reliance on the false and fraudulent representations and omissions of material facts, ResMae Mortgage caused two wire transfers to be sent from its bank (JP Morgan Chase, New York, New York) to First American Title Insurance Co.'s bank (Commerce Bank, Kansas City, Missouri), in the amounts of \$437,373.54 and \$107,364.35.

The flip sale of the property did not occur immediately, as Ms. Jordan expected. In order to prevent Ms. Jordan from being required to make a mortgage payment, a coconspirator approached a friend and asked that he purchase the property as a favor, promising the property would be sold to a third party within a matter of weeks, and that the friend direct that proceeds from the loans funding the purchase be paid as the defendant and coconspirator would direct.

On December 5, 2005, Ms. Jordan entered into an Agreement to Purchase Real Estate, in which she agreed to sell the property for \$775,000 to the coconspirator's friend. On January 25, 2006, she entered into a contract to sell the property for \$760,000 to that person. On or about February 3, 2006, Ms. Jordan sold 808 W. Greenway Terrace for \$775,000 to the coconspirator's friend and as part of the closing of the transaction, Ms. Jordan signed false and fraudulent documents, including a false and fraudulent Form 1099-S in which she stated that she owned and used 808 W. Greenway Terrace as her primary residence for two years, and she had not sold or exchanged another principal residence.

Also on February 3, 2006, Ms. Jordan submitted and caused to be submitted to the title company closing the loan false and fraudulent invoices to support payments to third parties: an invoice from Centsable Business Services for \$24,900 for consulting services purportedly performed and an invoice from Cap One Risk Management for \$168,100 for work purportedly performed to the property.

On February 6, 2006, from the loans obtained by the purchaser from Valley Vista Mortgage, the defendant received a check in the amount of \$17,173.55; Centsable Business Services received a check for \$24,900.00; and Cap One Risk Management received a check from \$168,100.00.

COUNT ONE (Mail Fraud)

On or about June 6, 2005, at Lees' Summit, in the Western District of Missouri, and elsewhere, in furtherance of the scheme to defraud set forth above and for the purpose of executing the aforesaid scheme, the defendant knowingly and willfully caused to be sent by United Parcel Service (UPS) according to the directions thereon, an envelope containing pay off checks in the amounts of \$284,558.27 and \$71,265.71, which mail was addressed to "Pay Off, ResMae, Ste. 102, 3350 East Birch St., Brea, CA 92821-6266," and was from Kansas City Title Co., Lee's Summit, Missouri.

COUNT TWO (Wire Fraud)

On or about November 30, 2005, at Kansas City, in the Western District of Missouri, and elsewhere, in furtherance of the scheme to defraud set forth above and for the purpose of executing the aforesaid scheme, the defendant knowingly and willfully caused to be transmitted by means of wire communication in interstate commerce, between the Western District of Missouri and locations outside the State of Missouri, writings, signs, signals, and pictures, for the purpose of executing such scheme, that is, wire transfers in the amounts of \$437,373.54 and \$107,364.35 to fund the loans obtained by defendant JORDAN for her purchase of 808 W. Greenway Terrace, Kansas City, Missouri, which ResMae Mortgage caused to be sent from its bank, JP Morgan Chase, New York, New York, to First American Title Co.'s bank, Commerce Bank, Kansas City, Missouri.

4. Use of Factual Admissions. The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining her guilt and advisory sentencing range under the United States Sentencing Guidelines ("U.S.S.G."), including the calculation of the defendant's offense level in

accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charges to which she is pleading guilty.

5. Statutory Penalties. The defendant understands that upon her plea of guilty to Counts 1 and 2 of the Information the maximum penalties the Court may impose on each count are as follows: not more than 20 years of imprisonment, a \$250,000 fine, 5 years of supervised release, an order of restitution, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that these offenses are Class B felonies.

6. Sentencing Procedures. The defendant acknowledges, understands and agrees to the following:

a. In determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant’s applicable Guidelines range, unless the sentence imposed is “unreasonable.”

b. The Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing.

c. In addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to 5 years on Counts 1 and 2; the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed.

d. If the defendant violates a condition of her supervised release, the Court may revoke her supervised release and impose an additional period of imprisonment of up to 5 years on each count without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed 5 years, less the term of imprisonment imposed upon revocation of the defendant's first supervised release.

e. While the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range, if the sentence imposed exceeds 108 months, the defendant has the right to withdraw her plea of guilty.

f. Any sentence of imprisonment imposed by the Court will not allow for parole.

g. The Court must order restitution to be paid to victims of the offenses to which she is pleading guilty, and all other uncharged related criminal activity.

h. The Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office.

i. The defendant may not withdraw her guilty plea solely because of the nature or length of the sentence imposed by the Court, except that she may withdraw her plea if the sentence imposed exceeds 108 months.

7. Government's Agreements. Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against the defendant for any federal criminal offenses related to the charges in the Information for which it has venue and which arose out of the defendant's conduct described above. The United States agrees to dismiss the Indictment currently pending against her at the time of sentencing.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence, or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises

made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives her right to challenge the initiation of the dismissed or additional charges against her if she breaches this agreement. The defendant expressly waives her right to assert a statute of limitations defense if the dismissed or additional charges are initiated against her following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against her following her breach of this plea agreement, she will not be allowed to withdraw her guilty plea.

8. Preparation of Presentence Report. The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of her criminal activities. The defendant understands these disclosures are not limited to the counts to which she has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel, and may correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their

pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw her pleas of guilty only if the Court rejects the plea agreement, if the defendant can show a fair and just reason for requesting the withdrawal, or if the sentence imposed exceeds 108 months. The defendant understands that if the Court accepts her pleas of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, she will not be permitted to withdraw her pleas of guilty, unless the sentence imposed exceeds 108 months.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable."

b. The parties agree that the determination of which Guidelines Manual is the one to be applied is for the Court and the Probation Office.

c. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2B1.1, which provides for a base offense level of 7.

d. While the precise loss amount is as yet undetermined, the Government believes the amount of loss from the offenses of conviction and relevant conduct (including the offenses charged in the Indictment currently pending against her) may be more than \$1,000,000 but not more than \$2,500,000. This results in an 16-level increase in the offense level. The defendant reserves the right the right to contest this amount.

e. The Government believes that the offense, together with relevant conduct, involved more than 10 victims but fewer than 50 victims, resulting in a 2-level increase pursuant to § 2B1.1(b)(2)(A); defendant reserves the right to contest this.

f. The Government contends and the defendant reserves the right to contest that the offense involved sophisticated means, resulting in a 2-level increase pursuant to § 2B1.1(b)(9)(C).

g. The parties have no agreement regarding the defendant's role in the offense (§§ 3B1.1 and 3B1.2).

h. The Government contends and the defendant reserves the right to contest that the offense involved the use of a special skill, resulting in a 2-level increase pursuant to § 3B1.3.

i. The parties believe that the defendant will admit her guilt and clearly accept responsibility for her actions, and thereby will be entitled to a two-level reduction for acceptance of responsibility pursuant to § 3E1.1(b) of the Sentencing Guidelines. The defendant reserves the right to argue that she is entitled to an additional one-level reduction for assisting authorities in the investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently.

j. While there is no agreement between the parties regarding the defendant's criminal history category, the parties believe the defendant will be in Criminal History Category I. The parties agree that the Court will determine her applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office.

k. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in paragraph 12 of this plea agreement, provide the defendant with a basis to withdraw her plea of guilty.

l. The parties agree that the sentence imposed will not exceed 108 months, and that the defendant may seek a downward departure from the Guidelines or a sentence outside the Guidelines range. The Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable."

m. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment),

and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the Information. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay.

n. The defendant understands and agrees that the factual admissions contained in paragraphs 3 and 4 of this plea agreement, and any admissions that she will make during her plea colloquy, support the imposition of the agreed Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 13 and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charges in the Information;

c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that she has been advised of, understands, and knowingly and voluntarily waives the following rights:

a. the right to plead not guilty and to persist in a plea of not guilty;

b. the right to be presumed innocent until her guilt has been established beyond a reasonable doubt at trial;

c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;

d. the right to confront and cross-examine the witnesses who testify against her;

e. the right to compel or subpoena witnesses to appear on her behalf; and

f. the right to remain silent at trial, in which case her silence may not be used against her.

The defendant understands that by pleading guilty, she waives or gives up those rights and that there will be no trial. The defendant further understands that if she pleads guilty, the Court may ask her questions about the offense or offenses to which she pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, her answers may later be used against her in a prosecution for perjury or making a false statement. The defendant also understands she has pleaded guilty to a felony offense and, as a result, will lose her right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement she waives her right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement.

b. The defendant expressly waives her right to appeal her sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; (3) a sentence imposed in excess of the statutory maximum; or (4) an illegal sentence. An illegal sentence is a sentencing error more serious than a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government's appeal, cross-appeal her sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Waiver of FOIA Request. The defendant waives all of her rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

17. Waiver of Claim for Attorney's Fees. The defendant waives all of her claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

18. Defendant's Agreement to Destruction of Biological Evidence. In accordance with 18 U.S.C. § 3600A(c)(2), the defendant knowingly and voluntarily waives her right to request DNA testing of any biological evidence which may have been obtained or seized by law enforcement in her case. Defendant agrees that all biological evidence which may have been obtained or seized may be destroyed by law enforcement authorities.

19. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw her plea of guilty.

The defendant also understands and agrees that in the event she violates this plea agreement, all statements made by her to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by her before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against her in any and all criminal proceedings. The defendant waives any rights that she might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by her subsequent to this plea agreement.

20. Defendant's Representations. The defendant acknowledges that she has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that she is satisfied with the assistance of counsel, and that counsel has fully advised her of her rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, her attorneys or any other party to induce her to enter her plea of guilty.

21. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

22. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Beth Phillips
United States Attorney

Dated: May 21, 2010

/s/ Linda Parker Marshall
Linda Parker Marshall
Senior Litigation Counsel

Dated: May 21, 2010

/s/ Kathleen D. Mahoney
Kathleen D. Mahoney
Chief, Fraud and Corruption Unit

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the Information. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: May 21, 2010

/s/ Cynthia D. Jordan
Cynthia D. Jordan
Defendant

I am defendant Cynthia D. Jordan's attorney. I have fully explained to her her rights with respect to the offenses charged in the Information. Further, I have reviewed with her the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with her. To my knowledge, Ms. Jordan's decision to enter into this plea agreement is an informed and voluntary one.

Dated: May 21, 2010

/s/ Charles C. Eblen

Charles C. Eblen

Attorney for Defendant