



U.S. Department of Justice

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December 8, 2008

Michael Edward Lawlor, Esq.
Andrew R. Szekely, Esq.
6305 Ivy Lane, Suite 704
Greenbelt, Maryland 20770

Re: **United States v. Jennifer McCall**
Crim. No. RWT-08-0288

Dear Messrs. Lawlor and Szekely:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have her execute it in the spaces provided below. If this offer has not been accepted by December 19, 2008, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count One of the Indictment now pending against her which charges her with conspiracy, in violation of 18 U.S.C. § 1349. The Defendant admits that she is, in fact, guilty of that offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

- a. First, that two or more persons entered the unlawful agreement charged in the Indictment; and
- b. Second, that the defendant knowingly and willfully became a member of the conspiracy.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: 30 years imprisonment, \$250,000 fine, and 5 years supervised release. In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order her to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.¹ If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if she serves a term of imprisonment, is released on supervised release, and then violates the conditions of her supervised release, her supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, she surrenders certain rights as outlined below:

a. If the Defendant had persisted in her plea of not guilty, she would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in her defense, however, she would have the subpoena power of the Court to compel the witnesses to attend.

¹ Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

d. The Defendant would have the right to testify in her own defense if she so chose, and she would have the right to refuse to testify. If she chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from her decision not to testify.

e. If the Defendant were found guilty after a trial, she would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against her. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that she may have to answer the Court's questions both about the rights she is giving up and about the facts of her case. Any statements the Defendant makes during such a hearing would not be admissible against her during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find her guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt and to the following applicable sentencing guidelines factors:

- a. The base offense level is **7** under U.S.S.G. § 2B1.1(a)(1);
- b. A **20** level specific offense characteristic increase applies under U.S.S.G. § 2B1.1(b)(1)(K), because the loss attributable to the Defendant was more than \$7,000,000 but not more than \$20,000,000; and

c. A **4** level specific offense characteristic increase applies under U.S.S.G. § 2B1.1(b)(2)(B), because the offense involved 50 but less than 250 victims;

d. A **3** level specific offense characteristic applies under U.S.S.G. § 3B1.1(b), because the Defendant was a manager or supervisor (but not an organizer or leader) and the criminal activity involved five or more participants or was otherwise extensive;

e. This Office does not oppose a **2** level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1** level decrease in recognition of the Defendant's timely notification of her intention to plead guilty. This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about her involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw her plea of guilty. The adjusted offense level is **31**.

7. The Defendant understands that there is no agreement as to her criminal history or criminal history category, and that her criminal history could alter her offense level if she is a career offender or if the instant offense was a part of a pattern of criminal conduct from which she derived a substantial portion of her income.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute.

Restitution

9. The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that she will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Forfeiture

10. The Defendant agrees to forfeit to the United States all of her right, title, and interest in any and all money, property, or assets of any kind, derived from or acquired as a result of, or used to facilitate the commission of, the Defendant's illegal activities, including the following:

- a. 2007 Toyota Camry, VIN 4T1BE46K87U524232; and
- b. 2006 Toyota Camry, VIN 4T1BF30K76U119090.

11. The Defendant agrees to assist fully the United States in the forfeiture of the foregoing assets. The Defendant agrees to take all steps necessary to pass to the United States clear title to these assets, including but not limited to executing any and all documents necessary to transfer her interest in any of the above property to the United States, assisting in bringing any assets located outside the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The Defendant further agrees that she will not assist a third party in asserting a claim to the foregoing assets in an ancillary proceeding.

12. The Defendant knowingly waives all constitutional, legal and equitable defenses to the forfeiture of the foregoing assets. It is further understood that, in the event that the United States files a civil action pursuant to 18 U.S.C. § 981 or any law enforcement agency initiates a forfeiture proceeding seeking to forfeit these assets, the Defendant will not file a claim with the Court or agency or otherwise contest such a forfeiture action and will not assist a third party in asserting any such claim. It is further understood that the Defendant will not file or assist anyone in filing a petition for remission or mitigation with the Department of Justice concerning the forfeited assets.

13. The Defendant agrees to identify all other assets and identify the sources of income used to obtain all other assets, including identifying all assets derived from or acquired as a result of, or used to facilitate the commission of, any crime charged in the Indictment. The United States reserves the right to proceed against any remaining assets not identified in this agreement, including any property in which the Defendant has any interest or control.

Obligations of the United States Attorney's Office

14. At the time of sentencing, this Office will recommend a sentence within the advisory guidelines range, no fine, and \$16,880,884.86 in restitution. At the time of sentencing, this Office will move to dismiss any open counts against the Defendant.

15. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct, including the conduct that is the subject of the counts of the Indictment that this Office has agreed to dismiss at sentencing. Because the Defendant has reserved the right to argue for factors that could take the sentence outside of the advisory

guidelines range, she will notify the Court, the United States Probation Officer and government counsel at least ten days in advance of sentencing of the facts or issues she intends to raise.

Waiver of Appeal

16. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed, including any fine, term of supervised release, or order of restitution and any issues that relate to the establishment of the advisory guidelines range, as follows: the Defendant waives any right to appeal from any sentence within or below the advisory guidelines range resulting from an adjusted base offense level of **31**, and this Office waives any right to appeal from any sentence within or above the advisory guidelines range resulting from an adjusted base offense level of **31**. Nothing in this agreement shall be construed to prevent either the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), and appealing from any decision thereunder, should a sentence be imposed that is illegal or that exceeds the statutory maximum allowed under the law or that is less than any applicable statutory mandatory minimum provision. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

17. The Defendant agrees that she will not commit any offense in violation of federal, state or local law between the date of this agreement and her sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for her conduct by failing to acknowledge her guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that she may not withdraw her guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

18. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the

Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw her guilty plea, and will remain bound to fulfill all of her obligations under this agreement. The Defendant understands that neither the prosecutor, her counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

19. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein
United States Attorney

By: _____
James A. Crowell IV
Assistant United States Attorney

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

Date

Jennifer McCall

We are Jennifer McCall's attorney. We have carefully reviewed every part of this agreement, including the Sealed Supplement with her. She advises us that she understands and accepts its terms. To our knowledge, her decision to enter into this agreement is an informed and voluntary one.

Date

Michael Edward Lawlor, Esq.
Andrew R. Szekely, Esq.

ATTACHMENT A
STATEMENT OF FACTS – Jennifer McCall

The United States and Defendant Jennifer McCall stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case proceeded to trial.

Metropolitan Money Store (“MMS”) was a Maryland corporation which did business in Maryland, Virginia, and the District of Columbia and offered financially distressed homeowners foreclosure consultation and credit services, including its “Foreclosure Reversal Program.” MMS was located in Lanham, Maryland, employed 35 individuals, and was not a licensed mortgage broker or credit repair business.

Fordham & Fordham Investment Group, Ltd. (“F&F”) was a Maryland corporation that assisted MMS in its foreclosure consulting and credit servicing business. F&F was based in Lanham and Greenbelt, Maryland, employed three individuals, and was not a licensed credit repair business.

Burroughs & Smythe Financial Services, Inc. (“B&S”) was a Maryland corporation that assisted MMS in its foreclosure consulting and credit servicing business. B&S was based in Lanham, Maryland, employed two individuals, and was not a licensed credit repair business.

Defendant **JENNIFER McCALL** (“**J. McCALL**”), a Maryland resident, was the chief executive officer (“CEO”) of MMS, a director and the resident agent of MMS and B&S, and owner of JC and JC Investments LLC. J. McCall was a Maryland licensed mortgage broker and notary but was not licensed to provide credit repair.

Clifford McCall (“C. McCall”), a Maryland resident, was the president of B&S and a director of B&S and F&F. C. McCall was married to **J. McCALL**.

Joy Jackson (“Jackson”), a Maryland resident, was the president of MMS and a director and the resident agent of MMS and F&F. Jackson was a Maryland licensed mortgage broker but was not licensed to provide credit repair services.

Kurt Fordham (“Kurt Fordham”), a Maryland resident, was the president of F&F and a director of F&F and B&S. Kurt Fordham was married to Jackson.

Katisha Monique Fordham (“Katisha Fordham”), a Washington, D.C. resident, was a MMS loan processor and Kurt Fordham’s sister.

Chandra Jones (“Jones”), McCall’s daughter and a Maryland resident, was the vice-president of F&F and a director of B&S.

Carlisha Dixon (“Dixon”), a Maryland resident, was the vice-president and a director of B&S.

Ronald Chapman (“Chapman”), a Maryland resident, was a MMS loan officer.

Title Company One was a Maryland limited liability company and Maryland-licensed title insurance company, which operated in Rockville, Maryland and conducted real estate settlements, issued title insurance, and acted as an escrow agent for MMS and others.

Wilbur Ballesteros (“Ballesteros”), a Maryland resident and licensed real estate closing agent, worked for Title Company One and conducted real estate settlements for MMS.

Richard Allison (“Allison”) was a resident of Maryland and a licensed attorney in Maryland and the District of Columbia. Allison provided legal services to C. McCall, Jackson, J. McCall, Fordham, their companies MMS, F&F, B&S, and others.

Title Company Two was a Maryland limited liability company and Maryland-licensed title insurance company, which operated in Largo, Maryland and conducted real estate settlements, issued title insurance, and acted as an escrow agent for MMS and others.

Co-Conspirator A was a Maryland resident and attorney, owned and operated Title Company Two and conducted real estate settlements for MMS.

On or about February 18, 2004, **J. McCALL** and C. McCall formed and incorporated JC and JC Investments LLC in Maryland.

On or about May 12, 2005, **J. McCALL** and Jackson formed and incorporated MMS in Maryland.

On or about May 12, 2005, **J. McCALL**, C. McCall, Jones, and Kurt Fordham formed and incorporated B&S in Maryland.

On or about May 12, 2005, C. McCall, Jackson, and Kurt Fordham formed and incorporated F&F in Maryland.

Beginning in or about September 2004, and continuing through in or about June 2007, in the District of Maryland and elsewhere, **J. McCALL**, Jackson, C. McCall, Kurt Fordham, Jones, Ballesteros, Katisha Fordham, Chapman, Allison, Dixon, and others conspired to target persons who owned and had substantial equity in homes but were facing foreclosure because of their inability to make monthly mortgage payments (“the homeowners”). As part of the conspiracy, **J. McCALL**, Jackson, C. McCall, Kurt Fordham, Jones, Katisha Fordham, Chapman, and others fraudulently promised to help the homeowners avoid foreclosure, keep their homes, and repair their damaged credit.

The homeowners were directed to allow title to their homes to be put in the names of third-party purchasers (“the straw buyers”) for a one-year period, during which MMS promised to improve the homeowners’ credit ratings, help them obtain more favorable mortgages, and eventually return title to their homes to them. The straw buyers were paid \$10,000 to participate in the scheme and allow the properties to be put in their names. The homeowners were told that the equity withdrawn from their properties would be kept in escrow and used to pay the mortgages and expenses on their homes and to repair the homeowners’ credit.

Using the homeowners’ properties, the conspirators applied for mortgages to extract the maximum available equity from the homes and prepared and submitted to mortgage lenders (“the lenders”) fraudulent loan applications to obtain fraudulently inflated loans on the target properties in the straw buyers’ names. At settlements, the conspirators imposed numerous fees and required “seller contributions” which were far in excess of industry standards; they imposed fees for services which were not performed, disclosed or explained to the homeowners; and they transferred the sale proceeds out of the escrow accounts into the conspirators’ business and personal bank accounts and converted a substantial portion of those funds to their personal use.

Throughout the conspiracy, **J. McCALL**, C. McCall, Jackson, J. McCall, Kurt Fordham, Jones, Chapman, Katisha Fordham, Ballesteros, Allison, Dixon and others utilized the mails, and interstate commercial carriers and wires to conduct the scheme. Further, at the direction of **J. McCALL** and Jackson, C. McCall, Jones, Dixon, and others obtained voluminous cashier’s checks in the names of straw buyers and MMS employees in order to facilitate the conspiracy and scheme to defraud. Also, **J. McCALL**, Jackson, and other MMS employees misappropriated the license and bond numbers of other brokerage and credit repair companies and used them to broker loans, repair credit, and fraudulently improve homeowners’ credit scores by adding fictitious lines of credit to their credit histories, in order to orchestrate the scheme.

As a part of the conspiracy and scheme to defraud, C. McCall, Kurt Fordham, Jones, Chapman, Katisha Fordham, Allison, Dixon and other Straw Buyers agreed with **J. McCALL** and Jackson to purchase properties, and secure mortgage loans to do so, in their own names because they had a good credit history, in return for **J. McCALL**, Jackson, and others providing them with \$10,000. **J. McCALL** and Jackson, however, understood that they and their companies, MMS, F&F, and B&S were responsible for making any and all payments associated with the purchase of the properties, including the down payments, closing costs and mortgage payments. Ballesteros and Co-Conspirator A served as the closing agents for these properties, securing title insurance, facilitating the real estate settlements, and submitting the closing documentation to the lenders.

For example, on or about February 18, 2005, at the direction of **J. McCALL**, C. McCall signed a contract to purchase 9603 Huxley Drive, Lanham, Maryland, for \$600,000 from homeowners P.H. and S.H.

On or about March 25, 2005, **J. McCALL** met with C. McCall and Jackson and directed C. McCall to sign voluminous real estate settlement documents in order to facilitate the closing of a mortgage in his name for 9603 Huxley Drive. These documents falsely and fraudulently stated,

among other things, (a) that C. McCall had been employed by JC & JC Investment LLC for one year and three months as Financing Manager and by Liberty Medical Billing for five years as Billing Supervisor and (b) that C. McCall earned \$14,548.17 per month.

On or about March 25, 2005, at the direction of **J. McCALL**, Ballesteros prepared a HUD-1 settlement statement to facilitate the closing of a mortgage in C. McCall's name for 9603 Huxley Drive, which falsely and fraudulently stated (a) that C. McCall would provide \$29,828.73 and homeowners P.H. and S.H. would receive \$78,431.91 at settlement; and failed to disclose (b) that C. McCall did not supply any of the borrower's funds for settlement; (c) that C. McCall would not pay any of the mortgage payments due to be paid to the lender; and (d) that the bulk of the proceeds from the sale would be deposited into JC and JC Investment LLC's bank account.

On or about March 25, 2005, Ballesteros caused a United Parcel Service ("UPS") package containing real estate settlement documents for the purchase of 9603 Huxley Drive, including the false and fraudulent HUD-1, to be delivered from Title Company One's office in Rockville, Maryland to the lender, Argent Mortgage Company in White Plains, New York.

On or about March 25, 2005, at the direction of **J. McCALL**, Ballesteros caused a \$120,459.30 check payable to Title Company One to be drawn on the escrow account of Title Company One for the equity proceeds from the sale of 9603 Huxley Drive.

On or about March 29, 2005, at the direction of **J. McCALL**, Ballesteros caused \$72,976.48 to be wired to JC and JC Investments LLC's bank account, drawn on the escrow account of Title Company One, for the equity proceeds from the sale of 9603 Huxley Drive.

In addition to directing straw buyers to participate in the scheme and facilitate the submission of false settlement documents, **J. McCALL**, Jackson, Kurt Fordham, C. McCall, Dixon, Allison, Chapman, Katisha Fordham, Jones, and other MMS employees personally served as a straw buyer on several properties in Maryland.

For example, on or about January 3, 2006, **J. McCALL** signed a URLA, which was submitted to a lender, to enable **J. McCALL** to obtain a mortgage loan to purchase 7602 Alloway Lane, Beltsville, Maryland, which falsely and fraudulently stated, among other things, that **J. McCALL** (a) had been employed by MMS for two years as Broker and earned \$35,000 per month, (b) would provide \$128,142.93 to facilitate settlement, and (c) would occupy the home as her primary residence.

On or about January 3, 2006, **J. McCALL**, Ballesteros, and homeowner T.M. signed a HUD-1 to facilitate the closing of a mortgage in **J. McCALL**'s name for 7602 Alloway Lane, which (a) failed to disclose that **J. McCALL** would not pay any of the mortgage payments due to be paid to the lender and (b) failed to disclose that \$47,105.06 in equity proceeds payable to homeowner T.M. would be deposited into F&F's bank account.

On or about January 3, 2006, Ballesteros caused a UPS package containing real estate settlement documents for the purchase of 7602 Alloway Lane, including the false HUD-1, to be delivered from Title Company One's office in Rockville, MD to the lender, New Century Mortgage Corporation in Reston, VA.

On or about February 16, 2007, Co-Conspirator A prepared a false and fraudulent HUD-1 settlement statement, signed by **J. McCALL**, Kurt Fordham and Co-Conspirator A, to facilitate the closing of a mortgage in Kurt Fordham's name loan for 7602 Alloway Lane, which falsely and fraudulently stated that Kurt Fordham would (a) pay the mortgage payments due to be paid to the lender and (b) provide \$88,953.96, and **J. McCALL** would receive \$853.10 at settlement.

On or about February 16, 2007, **FORDHAM** signed a \$549,000 promissory note with Wells Fargo Bank, N.A. in Des Moines, IA for the purchase of 7602 Alloway Lane.

On or about February 16, 2007, **J. McCALL** sold 7602 Alloway Lane to Kurt Fordham for \$610,000.

The above-described mortgage applications and settlement documents, and the materially false statements within them, were materially relied upon by the mortgage lenders in deciding to issue the mortgage loans for 9603 Huxley Drive and 7602 Alloway Lane.

During the conspiracy, **J. McCALL** and Jackson provided Ballesteros with at least \$58,579.81 in kickback payments to facilitate loan closings for **J. McCALL**, Jackson and their companies. In return, Ballesteros processed real estate closings for MMS quickly and as requested by **J. McCALL**, Jackson, Allison, or other MMS personnel. Moreover, when **J. McCALL** or Jackson requested, Ballesteros permitted MMS employees to close loans without him or any other closing agent being present. Thereafter, Ballesteros prepared the documents, including certifying the straw buyers and homeowners presence at the loan closings, and then submitted the completed loan paperwork to the lenders causing them to release the loan proceeds to Title Company One.

Similarly, **J. McCALL** notarized the signatures and permitted others to use her notary seal to notarize voluminous signatures on settlement documents for foreclosure reversal program loans. For example, following multiple closings by Ballesteros and others, a stack of settlement documents were often left on **J. McCALL**'s desk at MMS. The following day, **J. McCALL** notarized the signatures on these documents. Thereafter, Ballesteros would come to MMS to pick-up the documents or they were delivered by MMS personnel to him at Title Company One. Then, Ballesteros submitted these fraudulently notarized documents to lenders to facilitate the closings of loans.

Following the closings of all of the foreclosure program loans, Ballesteros disbursed proceeds according to the instructions provided to him by **J. McCALL**, Jackson or other MMS personnel as opposed to complying with the HUD-1 disbursement schedule represented to be accurate and submitted by him to the lenders.

Throughout the conspiracy, at the direction of **J. McCALL** and Jackson, Ballesteros submitted fraudulent HUD-1s to lenders knowing that the information on the documents was false in order to facilitate MMS closings. Going further, again at the direction of **J. McCALL** and Jackson, Ballesteros often created multiple settlement statements or altered the settlement statements for certain properties to facilitate disbursements of homeowners proceeds directly to MMS employees and himself. In order to disguise some of the payments to himself, Ballesteros created a company called WB & Associates, LLC and crafted settlement statements which provided for payments to this company, which, once received from Title Company One, Ballesteros then disbursed to himself and other co-conspirator MMS employees.

During the conspiracy, at the direction of **J. McCALL** and Jackson, Ballesteros and Co-Conspirator A transferred the equity proceeds of homeowners who participated in the foreclosure reversal program into the general checking accounts of MMS, F&F, B&S, and JC and JC, as well as the personal accounts of **J. McCALL**, Jackson, and others. **J. McCALL** and Jackson withdrew funds and transferred funds from the bank accounts of MMS, F&F, B&S, and JC and JC, and converted those funds to their own personal use by purchasing goods and services for them, including art, cars, clothing, credit card bills, homes, fur coats, furniture, domestic and international trips, gambling expenses, jewelry, limousine services, student tuition, a luxury wedding for Joy Jackson and Kurt Fordham, and other items of value. Further, **J. McCALL** and Jackson used funds from these companies' accounts to pay for their and C. McCall's and Kurt Fordham's personal credit card debts.

The following chart represents some of the financial transactions conducted by **J. McCALL** through which she obtained funds from the homeowners' equity proceeds:

<u>Date</u>	<u>Financial Transaction</u>	<u>Payor</u>	<u>Payor Bank</u>
September 13, 2005	\$20,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
October 17, 2005	\$5,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
October 17, 2005	\$7,062 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
October 28, 2005	\$10,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland

December 1, 2005	\$15,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
December 7, 2005	\$30,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
January 13, 2006	\$28,545.94 Payment to American Express credit card for benefit of J. McCALL	Jennifer McCALL	Harbor Bank of Maryland
January 17, 2006	\$12,600 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
January 26, 2006	\$10,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
January 26, 2006	\$5,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
February 1, 2006	\$9,700 Check deposit into J. MCCAALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
February 9, 2006	\$49,076 Payment to American Express credit card for benefit of J. McCALL	Jennifer McCALL	Harbor Bank of Maryland
February 13, 2006	\$49,100 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
March 2, 2006	\$14,500 Payment to American Express credit card for benefit of J. McCALL	Jennifer McCALL	Harbor Bank of Maryland
March 3, 2006	\$15,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
March 6, 2006	\$14,500 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland

March 8, 2006	\$10,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
March 15, 2006	\$28,545.94 Payment to American Express credit card for benefit of J. McCALL and C. McCall	MMS	Harbor Bank of Maryland
March 27, 2006	\$7,200 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
April 10, 2006	\$10,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
April 20, 2006	\$10,000 Check deposit into J. McCALL's bank account	F&F Investment Kurt B. Fordham	Harbor Bank of Maryland
April 26, 2006	\$35,704.81 Payment to American Express credit card for benefit of J. McCALL and C. McCall	MMS	Harbor Bank of Maryland
June 5, 2006	\$40,000 Payment to American Express credit card for benefit of J. McCALL and C. McCall	MMS	Chevy Chase Bank
July 27, 2006	\$17,863.55 Cash Withdrawal	MMS	SunTrust Bank
Jul 28, 2006	\$19,759 Cash Withdrawal	MMS	SunTrust Bank
August 4, 2006	\$7,800 Cash Withdrawal	MMS	SunTrust Bank
August 4, 2006	\$5,300 Cash Withdrawal	MMS	SunTrust Bank
August 16, 2006	\$6,500 Cash Withdrawal	MMS	SunTrust Bank
August 28, 2006	\$20,500 Check deposit into J. McCall's bank account	F&F Investment	Chevy Chase Bank
August 31, 2006	\$43,080 Cash Withdrawal	MMS	SunTrust Bank
April 4, 2006	\$8,500 Check deposit into J. McCALL's bank account	MMS	SunTrust Bank

In connection with the conspiracy and scheme to defraud, including the estimated losses to the mortgage lenders that resulted from **J. McCALL**'s conduct, the total loss attributable to **J. McCALL** is \$16,880,884.86.

I have reviewed this statement of facts and agreed that it is correct.

Jennifer McCall