

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHEASTERN DIVISION

UNITED STATES OF AMERICA )  
 )  
 v. ) Case No.  
 )  
 MELNEKA PARKER )

**PLEA AGREEMENT**

The Government and defendant, **MELNEKA PARKER**, hereby  
acknowledge the following plea agreement in this case:

**PLEA**

The defendant agrees to (i) plead guilty to **COUNTS ONE through  
THREE** of the Information filed in the above numbered and captioned matter; (ii)  
pay restitution as recommended by the Government. In exchange, the United  
States Attorney, acting on behalf of the Government and through the undersigned  
Assistant United States Attorney, agrees to recommend the disposition specified  
below, subject to the conditions in paragraphs **IX** and **X**.

**TERMS OF THE AGREEMENT**

**I. MAXIMUM PUNISHMENT**

The defendant understands that the maximum statutory punishment that may be imposed for the crime of False Statement on a Loan Application, in violation of Title 18, United States Code, Sections 1014 and 2, as charged in COUNTS ONE through THREE, is:

- a. Imprisonment for not more than Thirty years;
- b. A fine of not more than \$ 1,000,000, or,
- c. Both (a and b);
- d. Supervised release of not more than 5 years; and
- e. Special Assessment Fee of \$100 per count.

**II. FACTUAL BASIS FOR PLEA**

The Government is prepared to prove, at a minimum, the following facts at the trial of this case:

In October 2010, agents with the Federal Bureau of Investigation and the Department of Housing and Urban Development - Office of the Inspector General were contacted with regards to possible fraudulent mortgage loans being submitted to Worthington Federal Bank. During the investigation, it was determined that several loans were been submitted on behalf of three borrowers with the initials

P.N, G.A., and C.D. Each of these loans were submitted for funding with officials at Worthington Federal Bank. At all times during consideration for funding, Worthington Federal Bank was a financial institution that was insured by the Federal Deposit Insurance Corporation (FDIC).

Agents collected the loan documents for all three of the previously mentioned borrowers. These documents included, but were not limited to, W-2 documents, tax returns, pay stubs, the 1003 "Uniform Loan Application," and the HUD-1 Settlement Statements. Upon reviewing the pay stubs, it was determined that the "ADP" symbol that appears on the pay stubs of all three borrowers appeared to be fake. Agents contacted ADP, which is a corporation that provides many services for its clients, including accounting services that would result in the issuance of pay stubs for a company's employees. Officials with ADP advised that they were unfamiliar with borrowers P.N., G.A., and C.D. They advised that they did not provide pay stubs for any of these individuals, nor did they have clients with the business names that appeared on the pay stubs for each of these three borrowers.

Upon confirming that the pay stubs were fraudulent, the tax returns for all three borrowers for the years of 2006 through 2009 were obtained. Those records revealed that earned yearly income of all three borrowers was substantially less

than that claimed in the "Uniform Loan Application," signed by all three borrowers as being true and accurate. Furthermore, upon obtaining tax documents of all three borrowers from the Internal Revenue Service (IRS), agents compared those documents with the documents provided in mortgage loan applications. Agents were able to learn that the tax documents and W-2 documents provided in the loan applications of these three borrowers, that supported their fraudulent loan income claims, were also fraudulently created.

After obtaining and comparing the aforementioned documents, agents initially contacted P.N., G.A., and C.D. Each borrower admitted that they signed the loan applications with false income information. Each borrower advised that **PARKER** had provided the false pay stubs and supporting documents to ensure that officials with Worthington Federal Bank would approve their loan applications.

Agents then contacted **PARKER**, who provided a voluntary statement to agents. **PARKER** did confirm that she aided and abetted P.N., G.A., and C.D by creating false pay stubs that supported false monthly income statements made on each loan application. **PARKER** stated that she helped the three borrowers obtain loans through Worthington Federal Bank, by creating false pay stubs which substantiated the falsely inflated monthly income claims made by each borrower on

their loan application. P.N.'s loan application was submitted on November 18, 2008 to Worthington Federal Bank. G.A.'s loan application was submitted on August 19, 2008 to Worthington Federal Bank. C.D.'s loan application was submitted on June 14, 2008 to Worthington Federal Bank. At all times during the submission of these loan applications, Worthington Federal Bank was insured by the Federal Deposit Insurance Corporation (FDIC). **PARKER** also confirmed that while she did not create the W-2 documents and tax returns, she had created the false pay stubs and provided them to other businesses who in turn relied on the false document in creating W-2 and tax documents. **PARKER** further admitted that upon receiving the W-2 and tax documents for each of these borrowers, she was aware that the information within these additional documents were false but she forwarded them on to officials with Worthington Federal Bank as support for the false income statements made within each borrower's "Uniform Loan Application," and obtain funding approval for the loan.

The "Uniform Loan Application", serves as a core document for a mortgage loan application. This document states that all information was reviewed by the signing parties, and is true and accurate. Agents contacted officials with Worthington Federal Bank, who advised that had they known that the income

information provided by these three borrowers, with the assistance of **PARKER**, was false, they would not have approved the funding of this loan.

As a result of the false income statements made by all three borrowers on the “Uniform Loan Application” and the supporting fraudulent documents provided by **PARKER**, Worthington Federal Bank issued three mortgage loans that totaled \$623,357.

**The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant’s sentence.**

  
\_\_\_\_\_  
**MELNEKA PARKER**

**III. COOPERATION BY DEFENDANT:**

**The defendant agrees to waive the Fifth Amendment privilege against self-incrimination and to provide TRUTHFUL AND COMPLETE INFORMATION to the government concerning all aspects of the charged crimes, including, but not limited to, the defendant’s role and participation in the offenses, as well as the roles and the participation of all other persons involved in these crimes of whom the defendant has knowledge. The defendant agrees to testify against all of those individuals at any time requested by the**

**government, including at any Grand Jury proceeding, forfeiture proceeding, bond hearing, pretrial hearing, trial, retrial, or post-trial hearing. ALL SUCH INFORMATION AND TESTIMONY SHALL BE TRUTHFUL AND HONEST AND WITH NO KNOWING MATERIAL FALSE STATEMENTS OR OMISSIONS.**

**Further, the defendant agrees to provide assistance and cooperation to the government as defined and directed by the Federal Bureau of Investigation or any other investigative agency or body as the United States Attorney for the Northern District of Alabama may authorize.**

**IV. MOTION PURSUANT TO USSG § 5K1.1 AND/OR 18 U.S.C. § 3553(e):**

**In the event the defendant provides assistance that rises to the level of “substantial assistance,” as that term is used in USSG § 5K1.1, the government agrees to file a motion requesting a downward departure in the calculation of the defendant’s advisory guideline sentence. Should any of the counts of conviction subject the defendant to a mandatory minimum sentence, the government may also seek a sentence reduction below said mandatory minimum sentence, by including in its motion a recommendation pursuant to the provisions of 18 U.S.C. § 3553(e). Furthermore, the defendant agrees that**

**the decision as to the degree or extent of the downward departure requested, if any, also lies in the sole discretion of the United States Attorney's Office.**

**Any motion pursuant to 5k1.1 and/or 18 U.S.C. § 3553(e) will be filed before the defendant's sentencing hearing and will outline all material assistance which the defendant has provided. The defendant clearly understands and acknowledges that because the defendant's plea is being offered in accordance with Rule 11(c)(1)(B), Fed.R.Crim.P., the Court will not be bound by the government's recommendation and may choose not to reduce the sentence at all.**

**V. RECOMMENDED SENTENCE**

Subject to the limitations in paragraph X regarding subsequent conduct and pursuant to Rule 11(c)(1)(B), Fed.R.Crim.P., the government, **in the absence of "substantial assistance" by the defendant**, will recommend the following disposition:

- (a) That the defendant be awarded an appropriate reduction in offense level for acceptance of responsibility;



- (b) That the defendant be sentenced to the low end of the advisory guidelines range calculated by the court during the sentencing hearing;
- (c) That following the said term of imprisonment, the defendant be placed on supervised release for a period to be determined by the court, subject to the standard conditions of supervised release as set forth in U.S.S.G. § 5D1.3;
- (d) That the defendant be required to pay a fine in accordance with the sentencing guidelines, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid, in accordance with his ability to pay, in full by the expiration of the term of supervised release;
- (e) That the defendant be required to pay restitution as ordered by the court on the date sentence is pronounced;
- (f) That the defendant pay a special assessment fee of \$300.00, said amount due and owing as of the date sentence is pronounced; and

**VI. WAIVER OF RIGHT TO APPEAL AND POST-CONVICTION RELIEF**

**In consideration of the recommended disposition of this case, I, MELNEKA PARKER, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution, forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255.**

**The defendant reserves the right to contest in an appeal or post-conviction proceeding either or both of the following:**

- (a) Any sentence imposed in excess of the applicable statutory maximum sentence(s); and**
- (b) Any sentence imposed in excess of the guideline sentencing range determined by the court at the time sentence is imposed.**
- (c) Ineffective assistance of counsel.**

**The defendant acknowledges that before giving up these rights, the defendant discussed the Federal Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the government retains its right to appeal where authorized by statute.**

**I, MELNEKA PARKER, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.**

  
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**MELNEKA PARKER**

**VII. UNITED STATES SENTENCING GUIDELINES**

Defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in United States v. Booker, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the court's discretion and is no longer required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

**VIII. AGREEMENT NOT BINDING ON COURT**

The defendant fully and completely understands and agrees that it is the Court's duty to impose sentence upon the defendant and that any sentence recommended by the government is **NOT BINDING UPON THE COURT**, and that the Court is not required to accept the government's recommendation. Further, the defendant understands that if the Court does not accept the government's recommendation, the defendant does not have the right to withdraw the guilty plea.

**IX. VOIDING OF AGREEMENT**

The defendant understands that should the defendant move the Court to accept the defendant's plea of guilty in accordance with, or pursuant to, the provisions of North Carolina v. Alford, 400 U.S. 25 (1970), or tender a plea of *nolo contendere* to the charges, this agreement will become NULL and VOID. In that event, the Government will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein.

**X. SUBSEQUENT CONDUCT**

**The defendant understands that should the defendant violate any condition of pretrial release or violate any federal, state, or local law, or should the defendant say or do something that is inconsistent with acceptance**

**of responsibility, the United States will no longer be bound by its obligation to make the recommendations set forth in paragraphs IV and V of the Agreement, but instead, may make any recommendation deemed appropriate by the United States Attorney in her sole discretion.**

**XI. OTHER DISTRICTS AND JURISDICTIONS**

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

**XII. COLLECTION OF FINANCIAL OBLIGATION**

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to fully disclose all assets in which the defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant also will promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs. The defendant also agrees that the defendant's financial statement and disclosures will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order

to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

**XIII. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION**

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any.

**XIV. TAX AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS**

Unless otherwise specified herein, the parties understand and acknowledge that this agreement does not apply to or in any way limit any pending or prospective proceedings related to defendant's **tax liabilities**, if any, or to any

pending or prospective **civil judicial forfeiture** or **administrative forfeiture** proceedings.

**XV. DEFENDANT'S UNDERSTANDING**

I have read and understand the provisions of this agreement consisting of 16 pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence in my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

**NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.**

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

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I understand that this Plea Agreement will take effect and will be binding as to the Parties only after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this Agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this Agreement, both individually and as a total binding agreement.

23 Aug 2012  
DATE

Melneka Parker  
MELNEKA PARKER  
Defendant

**XVI. COUNSEL'S ACKNOWLEDGMENT**

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this Agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the on the terms and conditions set forth herein.

23 Aug 2012  
DATE

David Luker  
DAVID LUKER, ESQ.  
Defendant's Counsel



**XVII. GOVERNMENT'S ACKNOWLEDGMENT**

I have reviewed this matter and this Agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

**JOYCE WHITE VANCE**  
**United States Attorney**

8/30/12  
**DATE**

  
**PATRICK CARNEY**  
**Assistant United States Attorney**