

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES OF AMERICA           §  
  §  
v.   §       No. 3:08-CR-153-L  
  §  
MARCUS ALLEN PARKER (8)           §

**PLEA AGREEMENT**

Marcus Allen Parker, defendant, John L. Fritz, the defendant's attorney, and the United States of America (the government) agree as follows:

1. **Rights of the defendant:** Parker understands that he has the rights:
  - a. to plead not guilty;
  - b. to have a trial by jury;
  - c. to have his guilt proven beyond a reasonable doubt;
  - d. to confront and cross-examine witnesses and to call witnesses in his defense; and
  - e. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Parker waives these rights and pleads guilty to conspiracy to commit an offense against the United States, a violation of 18 U.S.C. § 371, as included in Count 1 of the indictment. Parker understands the nature and elements of the crime to which he is pleading guilty, and agrees that the Factual Résumé resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum penalties the Court can impose include:
  - a. imprisonment for a period not to exceed five years;

- b. a fine not to exceed \$ 250,000, or twice any pecuniary gain to the defendant or loss to the victim(s);
- c. a term of supervised release of not more than three years, which may be mandatory under the law and will follow any term of imprisonment. If Parker violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$100; and
- e. restitution to victims or to the community, which may be mandatory under the law, and which Parker agrees may include restitution arising from all relevant conduct, not limited to that arising from the offense of conviction alone; and

4. **Court's sentencing discretion and role of the Guidelines:** Parker understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Parker has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Parker will not be allowed to withdraw his plea if his sentence is higher than expected. Parker fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court. of the case may be less favorable than that contemplated by the plea agreement.

5. **Mandatory special assessment:** Parker agrees to pay to the U.S. District Clerk the amount of \$ 100, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's agreement:** Parker shall give complete and truthful information and/or testimony concerning his participation in the offense of conviction. Upon demand, Parker shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution

7. **Government's agreement:** The government will not bring any additional charges against Parker based upon the conduct underlying and related to defendant's plea of guilty. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. The government will dismiss, after sentencing, the remaining charges in the superseding indictment, and all charges in the original indictment, as to Parker. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Parker or any property.

9. **Violation of agreement:** Parker understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Parker for all offenses of which it has knowledge. In such event, Parker waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, Parker also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

10. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement.

11. **Waiver of right to appeal or otherwise challenge sentence:** Parker waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. Parker, however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

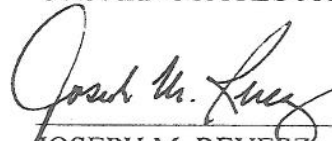
12. **Representation of counsel:** Parker has thoroughly reviewed all legal and factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Parker has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Parker has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

13. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties.

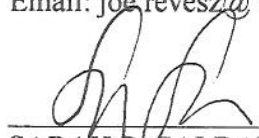
AGREED TO AND SIGNED this 12<sup>th</sup> day of February, 2010.

JAMES T. JACKS  
UNITED STATES ATTORNEY

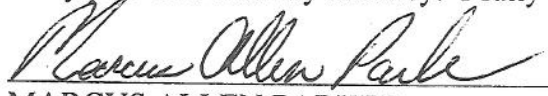
  
MARCUS ALLEN PARKER  
Defendant

  
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Attorney for Defendant  
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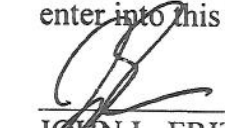
  
SARAH R. SALDAÑA  
Deputy Criminal Chief  
Texas State Bar No. 05776775

I have read (or had read to me) this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.

  
MARCUS ALLEN PARKER  
Defendant

2-12-10  
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.

  
JOHN L. FRITZ  
Attorney for Defendant

2/12/2010  
Date

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FACTUAL RESUMÉ

Marcus Allen Parker, defendant, John L. Fritz, the defendant's attorney, and the United States of America (the government), agree as follows:

A. Elements

Conspiracy to Commit Offenses Against the United States  
18 U.S.C. § 371

*First:* That the defendant and one or more other persons, positively or tacitly came to a mutual understanding to try to accomplish a common and unlawful plan as charged, namely, to commit wire fraud, in violation of 18 U.S.C. § 1343;

*Second:* That the defendant willfully became a member of the conspiracy;

*Third:* That one of the conspirators during the existence of the conspiracy committed an overt act described in the indictment; and

*Fourth:* That such overt act was knowingly committed at or about the time alleged in an effort to accomplish some objective or purpose of the conspiracy.

B. Facts

Marcus Allen Parker, defendant, and Kevin Ray Sanderson met Eric Farrington in February, 2002, after Parker read a real estate book authored by Farrington and watched Farrington's "Little to No Money Down" infomercial on late night television. They paid

Farrington \$2,500 each to have him coach them in his "Little to No Money Down" real estate training course. Farrington found a property in Irving, Texas and arranged, through a broker named "Maurice," to have Sanderson purchase the property for over \$500,000. The property, located at 1420 Travis Circle S. in Cottonwood Valley Estates, had a wood shingle roof. At Farrington's direction, on April 1, 2002, Parker added Sanderson as a signatory to Parker's Texans Credit Union account so that Sanderson could inflate his assets to get a loan. Parker also verified Sanderson's employment, but not his salary. Parker knew that Sanderson did not have the financial wherewithal to pay back a \$500,000 loan. At Farrington's request, Parker purchased a \$29,039 cashier's check and Sanderson purchased a \$6,000 cashier's check, from funds in Parker's account, which Sanderson used as a \$35,039 down payment to purchase the Travis Circle property when it closed at Republic Title of Texas, Inc. on April 12, 2002.

In fact, Sanderson obtained two loans, a \$400,000 loan from NTFN, Inc. d/b/a Premier National Mortgage, and a \$108,000 loan from Compass Bank, a federally insured bank, claiming that his salary was \$400,000 per year. Parker knew that Farrington received approximately \$200,000 (actually \$190,100) in surplus loan proceeds from the two loans and paid \$35,000 each to Parker and Sanderson. Farrington also repaid Parker for the \$35,039 used by Sanderson for the down payment on the property. Parker and Sanderson contributed about \$5,000 each to Farrington to fix the roof on the property.

Parker attempted to find prospective investors whose credit scores would support the amount of loans Farrington sought for the properties. The investors bought the property, through Farrington, who operated EFC Capital Mortgage through his fiancé, Janice Shepherd, a mortgage broker. All decisions were made by Farrington. Parker also did repairs on property and became licensed by the Texas Department of Savings and Mortgage Lending as a loan officer. Parker knew that Farrington was providing the lenders with loan packages, including appraisals and loan applications. One part of Farrington's business was a mortgage rescue operation in which some legitimate loans transactions were conducted, but earned only a fraction of the revenue generated by the so-called "owner/occupier" loan transactions. Among Parker and other Farrington employees and associates, the emphasis was always on matching up credit scores to loans because that is what made money.

Farrington told Parker that the investors were applying for loans as owner/occupiers, not as investors, and that they could space out each property purchase for a couple of months, and each time tell the lender that they intended to occupy the property. Parker knew that owner/occupiers could obtain 100 per cent loans, which investors could not. Bogus leases were submitted to lenders to falsely show that the buyer/investor's last residence was being rented out. On or about January 9, 2004, Peoples Choice Home Loan, Inc. funded a loan for over \$600,000 with interstate wire transfers of \$505,434 and \$124,994 from Chicago, Illinois to Reunion Title company's


account in Dallas, Texas. The borrower was investor "J. H." for the purchase of a residence located at 6231 Azalea in Dallas, Texas. At Farrington's direction, Parker signed a bogus lease showing that "J. H." was renting his residence to Parker, which Parker knew to be false. As Parker knew, this was solely for the purpose of deceiving the lender into believing that the buyer intended to occupy the property being purchased. On January 13, 2004, Parker received \$5,000 from Farrington in the form of Bank of Texas, N.A. cashier's check #968279057, purchased with loan proceeds from the loan to "J. H." This money was paid to Parker for signing the bogus lease.


Many of the loans for properties purchased by the investors recruited by and for Farrington were going into default and eventual foreclosure. Farrington told Parker that it was important not to let a residential loan go into default until at least one payment was made, because, a "first payment default" would result in the lender taking a critical look at the documents in the loan packages provided by Farrington, to detect fraud.

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Parker continued to work for Farrington until September, 2004, when he voluntarily disassociated himself from Farrington and the others involved in obtaining fraudulent residential real estate loans at EFC Capital Mortgage.

AGREED TO AND SIGNED this 12<sup>th</sup> day of February, 2010.

  
MARCUS ALLEN PARKER  
Defendant

  
JOHN L. FRITZ  
Attorney for Defendant  
Texas State Bar No. 00796584

JAMES T. JACKS  
UNITED STATES ATTORNEY

  
JOSEPH M. REVESZ  
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