

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. 08-00026-02-CR-W-FJG
)	
CYNTHIA S. MARTIN,)	
)	
Defendant.)	

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) 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 John F. Wood, United States Attorney, and Rudolph R. Rhodes, IV, Assistant United States Attorney, and the defendant, Cynthia S. Martin ("the defendant"), represented by James R. Hobbs.

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. Defendant agrees to and hereby does plead guilty to Count One of the Indictment charging her with conspiracy to distribute controlled substances, in violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(D), 841(b)(2), 841(b)(3), and 846, and further agrees to and hereby does plead guilty conditionally pursuant to Rule 11(a)(2) of the Federal

Rules of Criminal Procedure to Count Two of the Indictment charging her with conspiracy to commit promotional and concealment money laundering, in violation of 18 U.S.C. § 1956(h). The defendant also agrees to forfeit to the United States a money judgment described in Paragraph 6(i) of this Plea Agreement, and the defendant further admits that she knowingly committed these offenses, and is in fact guilty of these offenses as set out herein, subject to her rights reserved as to Count Two under Rule 11(a)(2) of the Federal Rules of Criminal Procedure.

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

Defendant Cynthia S. Martin was a resident of Belton, Missouri, during all times relevant to the charges.

Count One: Conspiracy to Distribute Controlled Substances

From at least on or about August 2004, the exact date being unknown to the Grand Jury, and continuing through October 2005, said dates being approximate, in the Western District of Missouri, and elsewhere, defendant Cynthia S. Martin, and indicted co-conspirators Mary Lynn Rostie, Troy R. Solomon, Christopher L. Elder, and Delmon L. Johnson, and an unindicted co-conspirator, did knowingly and intentionally combine, conspire, confederate and agree with each other and other persons known and unknown to the Grand Jury, to knowingly and intentionally distribute, dispense, and possess with intent to distribute and dispense Schedule III, IV, and V controlled substances, including but not limited to, hydrocodone, a Schedule III controlled substance, both in its generic name and brand name forms, such as Lortab and Lorcet; alprazolam, a Schedule IV controlled substance, in its generic form and brand name forms, such as Xanax; and Promethazine with codeine, a Schedule V controlled substance, in its generic form and brand name forms, such as Phernergan with codeine; other than for a legitimate medical purpose and not in the usual course of professional practice – thus rendering them unlawful and invalid prescriptions – a violation of Title 21, United States Code, Section 841(a)(1).

Specifically, during the course and in the furtherance of the conspiracy, defendant Rostie filled the unlawful and invalid prescriptions written by co-conspirator Christopher Elder, a physician licensed in Texas, and by an unindicted co-conspirator, and had the controlled substances delivered via Federal Express to

co-conspirators Elder and Solomon at 3003 S. Loop West, Suite 415, Houston, Texas (the location of South Texas Wellness Center) and at 3003 S. Loop West, Suite 450, Houston, Texas (the location of Ascensia Nutritional Pharmacy).

Defendant Martin knew defendant Solomon before the scheme commenced, and defendant Solomon asked defendant Martin to locate a pharmacist in the Kansas City area to fill prescriptions originating from Houston, Texas. Pursuant to this request defendant Martin introduced defendant Solomon to defendant Rostie. Defendant Martin's further role in the conspiracy was to receive thousands of dollars in cash sent to her by defendant Solomon using United Parcel Service and deliver that cash in person to defendant Rostie at The Medicine Shoppe in Belton, Missouri, as payment for the prescriptions provided by defendant Rostie for defendant Solomon. Defendant Martin knew that these payments were not for legitimate prescriptions for at least the following reasons:

- a. The patients lived out of state, mainly Texas;
- b. The funds used to pay for the prescriptions were always provided in the form of cash;
- c. These cash funds were sent to defendant Martin to hand deliver to defendant Rostie, and defendant Martin received substantial payments for acting as a go-between;
- d. The amount of cash funds mailed to defendant Martin was substantial;
- e. There were no invoices or documents accompanying the cash payments that indicated which prescriptions were being paid.

Count Two: Conspiracy to Commit Money Laundering

From at least in or about August 2004, the exact date being unknown to the Grand Jury, and continuing through October 2005, said dates being approximate, in the Western District of Missouri, and elsewhere, defendant Cynthia S. Martin and her co-conspirators, Mary Lynn Rostie, Troy R. Solomon, and Delmon L. Johnson, did knowingly and intentionally combine, conspire, confederate and agree with each other and other persons known and unknown to the Grand Jury, to conduct financial transactions affecting interstate commerce in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and (B)(i), which transactions involved the proceeds of specified unlawful activity, that is, conspiracy to illegally distribute and dispense controlled substances in violation of Title 21, United States Code, Section 846, with the intent to promote the carrying on of the specified unlawful activity and knowing that the transactions were

designed in whole and in part to conceal and disguise the activity and that while conducting and attempting to conduct such financial transactions, the defendant Rostie and her co-conspirators knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity.

During the course of the conspiracy to distribute hydrocodone, alprazolam, and Promethazine with codeine, defendant Rostie, made gross sales of at least \$991,114 from filling the unlawful and invalid prescriptions and distributing these controlled substances. Defendant Martin admits that by January 2005 she was aware that her receipt of cash from defendant Solomon and provision of that cash to defendant Rostie was conduct in furtherance of the criminal conspiracies to distribute narcotics and launder money set forth in Counts One and Two of the Indictment. Consequently, the money judgment to be entered against her should be in the amount of \$660,742.00.

Specifically, from on or about September 2, 2004, through October 31, 2005, defendant Martin entered the business of defendant Rostie, at Rostie Enterprises, LLC, d/b/a The Medicine Shoppe, and provided currency to defendant Rostie for payment on the account of South Texas Wellness Center. This currency was generated from the illegal sale of hydrocodone, alprazolam, and Promethazine with codeine. The sale of prescription narcotics on the street generated substantial profits from the sellers. Cash payments representing profits from these drug sales were delivered to defendant Rostie to facilitate defendant Rostie's provision of prescription narcotics to the other co-conspirators and thereby to promote the carrying on of the prescription narcotics conspiracy. Moreover, the funds were sent in the form of cash, and delivered through Martin, in order to conceal the source of the funds.

From at least on or about August 2004, and continuing through on or about October 29, 2005, defendant Rostie, deposited into the business checking account of Rostie Enterprises LLC, d/b/a The Medicine Shoppe with the account number XXX1673 at Allen Bank and Trust Company gross sales of \$991,114, which included proceeds of the illegal sale of hydrocodone, alprazolam, and Promethazine with codeine. Defendant Rostie planned these deposits to make it appear that the cash delivered to her by co-conspirator Martin was revenue from her normal course of business in order to conceal the fact the cash was the proceeds of a specified unlawful activity.

Allen Bank and Trust Company was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation and which engaged in and the activities of which affected interstate commerce.

Defendant Rostie, using the mail services provided by Federal Express, then mailed the filled prescriptions to co-conspirators Solomon and Johnson at the business locations of South Texas Wellness Center and Ascensia Nutritional Pharmacy in Houston, Texas.

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 the conduct charged in any dismissed counts of the indictment as well as all other 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 Count One of the Indictment, charging her with conspiracy to distribute controlled substances, the maximum penalty the Court may impose is not more than 5 years of imprisonment, a \$250,000 fine, at least 2 years of supervised release, and a \$100 mandatory special assessment, which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class D felony.

The defendant understands that upon her plea of guilty to Count Two of the Indictment, charging her with conspiracy to commit promotional and concealment money laundering, the maximum penalty the Court may impose is not more than twenty years of imprisonment, a \$500,000 fine, not more than three years of supervised release, and a \$100 mandatory special

assessment, which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class C felony for Count Two.

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 shall impose a term of supervised release not less than two years for Count One of the Indictment, pursuant to 21 U.S.C. § 841(a)(1), and not more than three years for Count Two of the Indictment, pursuant to 18 U.S.C. § 1956(h);

d. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

e. any sentence of imprisonment imposed by the Court will not allow for parole;

f. the Court must order restitution to be paid to victims of the offenses to which she is pleading guilty, the conduct charged in any dismissed counts of the indictment, and all other uncharged related criminal activity;

g. 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;

h. the defendant may not withdraw her guilty plea solely because of the nature or length of the sentence imposed by the Court;

i. The defendant agrees to forfeit all interests she owns or over which she exercises control, directly or indirectly, in any asset that is subject to forfeiture to

the United States either directly or as a substitute for property that was subject to forfeiture but is no longer available for the reasons set forth in 21 U.S.C. § 853(p), including but not limited to the following specific property: the money judgment of approximately \$660,742.00 in United States currency, as identified in the Allegation of Forfeiture section of the Indictment subject to her rights reserved under Rule 11(a)(2) of the Federal Rules of Criminal Procedure. With respect to any asset which the defendant has agreed to forfeit, the defendant waives any constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment to the United States Constitution;

j. The defendant agrees to fully and truthfully disclose the existence, nature and location of all assets forfeitable to the United States, either directly or as a substitute asset, in which she, her co-defendants and her co-conspirators have or had any direct or indirect financial interest, or exercise or exercised control, directly or indirectly, during the period from to the present. The defendant also agrees to fully and completely assist the United States in the recovery and forfeiture of all such forfeitable assets. As part of this cooperation, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of all such forfeitable assets and to provide and/or consent to the release of the defendant's federal and state income tax returns for the previous years. The defendant understands and agrees that the United States will use the financial information when making its recommendation to the Court regarding the defendant's acceptance of responsibility for the offenses charged in the Indictment;

k. The defendant understands and agrees that in the event the United States learns of a knowing misrepresentation by the defendant on, or in connection with, the financial information disclosed to the United States, and in the event that such nondisclosure or misrepresentation involves assets valued at more than \$1,000, the United States may, at its option: (1) be released from all of its obligations under this plea agreement, or (2) let the plea agreement stand and take other action as it deems appropriate;

l. The defendant agrees that the United States may institute civil judicial or administrative forfeiture proceedings against all forfeitable assets in which the defendant has an interest, and that she will not contest any such forfeiture proceedings; subject to her rights preserved under Rule 11 (a)(2) as to Count Two; and

m. The defendant agrees to take all necessary steps to comply with the forfeiture matters set forth herein before her sentencing and consistent with this agreement.

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 defendant for any federal criminal offenses related to conspiracy to distribute controlled substances, and conspiracy to commit promotional and concealment money laundering, for which it has venue and which arose out of the defendant's conduct described above. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss Counts Twenty-One through Twenty-Four as to defendant Martin at 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 to 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 or if the defendant can show a fair and just reason for requesting the withdrawal. 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.

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 applicable Guidelines section for the offense of conviction is U.S.S.G. § 2D1.1. The defense may argue at sentencing for a base offense level 20. The government will argue that the base offense level is 22;
- c. Pursuant to U.S.S.G. 2S1.1(b)(2)(B), a two-level increase applies to the base offense level resulting from the defendant's conviction in Count Two of the Indictment subject to the defendant's rights reserved under Rule 11(a)(2) of the Federal Rules of Criminal Procedure;
- d. The defendant has admitted her guilt and clearly accepted responsibility for her actions, and has assisted 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. Therefore, she is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and her pretrial release; or (2) attempts to withdraw her guilty pleas, violates the law, or otherwise engages in conduct inconsistent with her acceptance of responsibility;
- e. There is no agreement between the parties regarding the defendant's criminal history category. 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;
- f. 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 9 of this plea agreement, provide the defendant with a basis to withdraw her plea of guilty;

g. The United States agrees not to seek an upward departure from the Guidelines or a sentence outside the Guidelines range, and defendant agrees to not seek a downward departure from the Guidelines or a sentence outside the Guidelines range. The agreement by the parties to not seek a departure from the Guidelines is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not “unreasonable”;

h. 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 indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

i. 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 10, 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 Indictment;
- 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 as to Count One, directly or collaterally, on any ground except a sentence imposed in excess of the statutory maximum or an illegal sentence, that is, 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.

c. Pursuant to Rule 11(a)(2) of the Federal Rules of Criminal Procedure, the defendant reserves the right to file a direct appeal from her conviction to obtain appellate review of a denial of her pretrial motion to dismiss for failure to state an offense as to Count Two of the Indictment. In addition, the United States reserves all of its appellate rights concerning the pre-trial motion and Count Two of the Indictment. In the event the defendant prevails on an appeal from the disposition of that motion, or the United States elects not to appeal or otherwise seek review of any adverse ruling against it, and Count Two of the Indictment is dismissed, she will be allowed to withdraw her guilty plea to Count Two of the Indictment, notwithstanding any provisions to the contrary contained 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 pleas 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, John R. Hobbs, 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 pleas of guilty.

21. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in either this agreement or any written supplemental 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.

John F. Wood
United States Attorney

12/18/08
Dated _____

/s/ *Rudolph R. Rhodes, IV*
By _____
Rudolph R. Rhodes, IV
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the Indictment. 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 any written supplemental agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

12/18/08
Dated _____

/s/ *Cynthia S. Martin*

Cynthia S. Martin
Defendant

I am defendant Cynthia S. Martin's attorney. I have fully explained to her her rights with respect to the offenses charged in the Indictment. 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 and any written supplemental agreement with her. To my knowledge, Cynthia S. Martin's decision to enter into this plea agreement is an informed and voluntary one.

12/18/08
Dated _____

/s/ *James R. Hobbs*

James R. Hobbs
Attorney for Defendant