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MAR 23 2009	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____ DEPUTY	

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 2 CHRISTINE C. EWELL
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13 Attorneys for Plaintiff
 United States of America

14 UNITED STATES DISTRICT COURT
 15 FOR THE DISTRICT OF ARIZONA

17 United States of America,
 18 Plaintiff,
 19 v.
 20 Joe L. Gordwin,
 21 Defendant.

) CR No. 08-535-1-PHX-SRB
) PLEA AGREEMENT FOR DEFENDANT
) JOE L. GORDWIN

22
 23 1. This constitutes the plea agreement between defendant Joe. L. Gordwin ("defendant")
 24 and the United States Attorney's Office for the Central District of California ("the USAO") in the
 25 above-captioned case. This agreement is limited to the USAO and cannot bind any other federal,
 26 state or local prosecuting, administrative or regulatory authorities.

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 28

1 PLEA

2 2. Defendant agrees to plead guilty to counts one, five and six of the indictment in United
3 States v. Joe L. Gordwin, CR No. 08-535-1-PHX-SRB.

4 NATURE OF THE OFFENSE

5 3. In order for defendant to be guilty of counts one, five, and six, which charge violations
6 of Title 18, United States Code, Sections 1343 and 1346, the following must be true:

- 7 (1) Defendant made up a scheme or plan to deprive the people of the United States of
8 America of their right to honest services;
- 9 (2) Defendant acted with the intent to deprive the people of the United States of
10 America of their right to honest services; and
- 11 (3) Defendant used, or caused someone else to use the wire or radio waves to carry
12 out the scheme or plan.

13 Defendant admits that defendant is, in fact, guilty of these offenses as described in the
14 indictment.

15 PENALTIES

16 4. The statutory maximum sentence that the Court can impose for each violation of Title
17 18, United States Code, Sections 1343 and 1346 is: twenty years imprisonment; a three-year
18 period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting
19 from the offense, whichever is greatest; and a mandatory special assessment of \$100. Therefore,
20 the total maximum sentence for all offenses to which defendant is pleading guilty is: 60 years
21 imprisonment; a three-year period of supervised release; a fine of \$750,000 or twice the gross
22 gain or gross loss resulting from the offenses, whichever is greatest; and a mandatory special
23 assessment of \$300.

24 5. Supervised release is a period of time following imprisonment during which defendant
25 will be subject to various restrictions and requirements. Defendant understands that if defendant
26 violates one or more of the conditions of any supervised release imposed, defendant may be
27 returned to prison for all or part of the term of supervised release, which could result in defendant
28 serving a total term of imprisonment greater than the statutory maximum stated above.

1 6. Defendant also understands that, by pleading guilty, defendant may be giving up
2 valuable government benefits and valuable civic rights, such as the right to vote, the right to
3 possess a firearm, the right to hold office, and the right to serve on a jury.

4 7. Defendant further understands that the conviction in this case may subject defendant to
5 various collateral consequences, including, but not limited to, deportation, revocation of
6 probation, parole, or supervised release in another case, and suspension or revocation of a
7 professional license. Defendant understands that unanticipated collateral consequences will not
8 serve as grounds to withdraw defendant's guilty pleas.

9 FACTUAL BASIS

10 8. Defendant and the USAO agree and stipulate to the statement of facts provided below.
11 This statement of facts includes facts sufficient to support a plea of guilty to the charges
12 described in this agreement and to establish the sentencing guideline factors set forth in
13 paragraph 11 below. It is not meant to be a complete recitation of all facts relevant to the
14 underlying criminal conduct or all facts known to defendant that relate to that conduct.

15 At all times relevant to this matter, defendant was a Special Agent with the Federal
16 Bureau of Investigation ("FBI"), and federal law and FBI regulations precluded him from having
17 an improper intimate relationship with S.S. and required that he disclose any such relationship.
18 Despite this knowledge, as outlined in more detail below, defendant engaged in an improper
19 intimate relationship with S.S. from late 2002 through in or about January 2004, and resumed
20 that affair in or about November 2004 until in or about October 2005.

21 More specifically, in or about June 2002, in Maricopa County, within the District of
22 Arizona, defendant arrested B.M. in connection with an ongoing FBI investigation called Lonely
23 Heights ("Lonely Heights Investigation"). Several months later, in approximately late 2002,
24 defendant began an improper intimate relationship with B.M.'s wife, S.S. B.M. subsequently
25 pled guilty in connection with the Lonely Heights Investigation, in Maricopa County case
26 number 2002-011380. While defendant was engaged in the relationship with S.S., defendant
27 recommended to the Maricopa County District Attorney's Office prosecutor handling Maricopa
28 County case number 2002-011380 that B.M. receive a reduced sentence, and B.M. received a

1 reduced sentence. Defendant's improper intimate relationship with S.S. continued until in or
2 about January 2004, when it ceased for several months after B.M. was released from prison.

3 In or about November 2004, defendant and S.S. resumed their affair. Shortly after their
4 affair resumed, S.S. informed defendant that B.M. was engaging in new criminal acts. In or
5 about December 2004, defendant relayed the information regarding B.M.'s new criminal
6 activities to the Scottsdale Police Department ("SPD"). In or about January 2005, an SPD
7 Detective ("SPD Detective") told defendant that the SPD Detective wanted to obtain a search
8 warrant for various locations associated with B.M., in an attempt to obtain evidence of B.M.'s
9 criminal activities. The SPD Detective wanted to use defendant's name and S.S.'s name in an
10 affidavit establishing probable cause for the search warrant, as having provided relevant
11 information on B.M.'s recent criminal activity. But defendant told the SPD Detective that he did
12 not want the SPD Detective to use either his name or S.S.'s name in an affidavit supporting the
13 search warrant. The SPD Detective agreed to not put their names in an affidavit and did not
14 obtain the search warrant. Defendant failed to disclose material information to the SPD
15 Detective, including the improper intimate relationship and that it was affecting his actions in the
16 ongoing investigation into B.M.

17 On or about January 19, 2005, SPD Officers arrested B.M., S.S.'s son (and B.M.'s
18 stepson) D.C., and others, after they committed an armed robbery of a Radio Shack ("Radio
19 Shack Robbery"). After the Radio Shack Robbery, defendant met with his FBI Supervisor on or
20 about March 13, 2005, June 13, 2005, and September 12, 2005 to discuss the status of his
21 investigations, including his work in connection with the Radio Shack Robbery. In preparation
22 for those meetings, defendant prepared case-review sheets that discussed the Radio Shack
23 Robbery. In those meetings, and on the case-review sheets for those meetings, he failed to
24 disclose material information to his FBI Supervisor, including the improper intimate relationship
25 and the effect the improper intimate relationship was having on his actions.

26 In or about July 2005, defendant, despite knowing that FBI regulations precluded him
27 from doing so, disclosed to S.S. the identity of the FBI confidential informant, told S.S. that the
28 FBI confidential informant worked as a confidential informant for the FBI, and told S.S. that

1 defendant would put her in contact with the FBI confidential informant to help her find a
2 fugitive. Defendant believed that if defendant or S.S. found the fugitive, then S.S.'s son D.C.
3 might get a favorable plea deal. On or about July 14, 2005, defendant placed a telephone call,
4 which used wire and radio waves, from Phoenix, Arizona to the FBI confidential informant in
5 Las Vegas, Nevada regarding the FBI confidential informant helping S.S. to find the fugitive. On
6 or about late July 18, 2005, or early July 19, 2005, defendant introduced the FBI confidential
7 informant to S.S. at a bar in the Phoenix area.

8 On or about August 30, 2005, defendant visited B.M. in prison. Defendant stated that he
9 would try to secure B.M. a favorable plea deal. Defendant falsely stated to B.M. that defendant
10 and S.S. had not engaged in the improper intimate relationship, and alleged to B.M. that S.S. was
11 having an affair with someone named "Dwight," in an attempt to convince B.M. that the
12 improper intimate relationship had not occurred and prevent B.M. from disclosing the improper
13 intimate relationship.

14 On or about September 1, 2005, defendant called Maricopa County Prosecutor #1, and
15 stated that B.M. wanted a favorable plea deal, even though he knew that B.M. had a lengthy
16 criminal history and had done nothing to warrant a favorable plea deal. Maricopa County
17 Prosecutor #1 refused to offer B.M. a favorable plea deal. During the conversation, defendant
18 stated that B.M. had alleged that defendant was having an affair with S.S., and then stated
19 something to the effect of "can you believe that" or "can you believe the lengths [B.M.] would go
20 to muddy the case against him." Defendant gave the impression that the allegation upset him and
21 that the allegation was false. Defendant failed to disclose material information to Maricopa
22 County Prosecutor #1, including the improper intimate relationship and that it was affecting, and
23 had previously affected, his actions in the Radio Shack Robbery Investigation.

24 On or about October 5, 2005, defendant asked Maricopa County Prosecutor #2 to give
25 B.M. a favorable plea deal, even though he knew that B.M. had a lengthy criminal history and
26 had done nothing to warrant a favorable plea deal. Maricopa County Prosecutor #2 refused to
27 offer B.M. a favorable plea deal. Defendant stated to Maricopa County Prosecutor #2 that B.M.
28 had alleged that defendant had engaged in an improper intimate relationship with S.S., but denied

1 that the relationship had occurred. Defendant failed to disclose material information to Maricopa
2 County Prosecutor #2, including the improper intimate relationship and that it was affecting, and
3 had previously affected, his actions in the Radio Shack Robbery Investigation.

4 On or about October 7, 2005, defendant authored a six-page Electronic Communication
5 ("EC"), which was uploaded into an FBI database, regarding his role in the investigation of the
6 Radio Shack Robbery. Defendant transmitted that EC by means of wire communication from
7 Phoenix, Arizona to Washington, D.C. In that EC, regarding B.M.'s attempts to cooperate with
8 law enforcement, and despite having sought a favorable plea agreement for B.M. on several
9 occasions, defendant stated that B.M. had not offered any cooperation warranting a lenient
10 sentence, and stated that B.M. had "little [information] to offer to investigators" and that meeting
11 with B.M. was "a dead end." Defendant failed to disclose material information in that EC,
12 including the improper intimate relationship and that the improper intimate relationship was
13 affecting, and had previously affected, his actions in the Radio Shack Robbery Investigation.

14 On or about October 18, 2005, after defendant realized that he could not secure a
15 favorable plea deal for B.M., and that B.M. would reveal the improper intimate relationship,
16 defendant made a partial admission about the improper intimate relationship to defendant's FBI
17 Supervisor. Defendant's FBI Supervisor ordered defendant to cease all contact with S.S. But
18 beginning on or about October 19, 2005, and continuing until on or about October 30, 2005,
19 defendant disobeyed his FBI Supervisor's order to cease all contact with S.S. by using the FBI
20 confidential informant as an intermediary to communicate with S.S.

21 In or about November 2005, defendant told the FBI confidential informant that if the FBI
22 confidential informant was asked about a Motel 6 room that defendant rented for himself and
23 S.S. on or about July 18, 2005, in defendant's own name, that the FBI confidential informant
24 should state that defendant rented the room for the FBI confidential informant. Defendant then
25 drove the FBI confidential informant to that Motel 6, so that the FBI confidential informant could
26 properly identify the specific Motel 6 if questioned.

27 On or about January 24, 2006, after being informed that the Department of Justice's
28 Office of Inspector General ("DOJ-OIG") would be taking over the investigation into defendant

1 from the FBI, defendant met S.S. at the Chandler Fashion Center. During the meeting, defendant
2 made several statements to S.S., including: that he had seen DOJ-OIG Special Agents inside the
3 FBI's Phoenix Office that day; asking S.S. to contact the FBI Special Agents who had previously
4 interviewed her and recant the statements she had made to them; and asking S.S. to provide false
5 statements to the DOJ-OIG Special Agents when they interviewed her.

6 On or about February 7, 2006, after being informed that the DOJ-OIG would be taking
7 over the investigation into defendant from the FBI, and after being warned by his FBI Supervisor
8 and the Assistant Special Agent in Charge of the FBI's Phoenix Office not to interfere with the
9 DOJ-OIG's investigation, defendant drafted an EC, which was uploaded into an FBI database.
10 Defendant transmitted that EC by means of wire communication from Phoenix, Arizona to
11 Washington, D.C. In that EC, defendant falsely stated that the FBI confidential informant's
12 identity "was not disclosed outside of the Department of Justice." When defendant made this
13 false statement he was well aware that he had disclosed to S.S. the FBI confidential informant's
14 identity and that the DOJ-OIG was investigating the improper intimate relationship.

15 WAIVER OF CONSTITUTIONAL RIGHTS

16 9. By pleading guilty, defendant gives up the following rights:

- 17 a) The right to persist in a plea of not guilty.
- 18 b) The right to a speedy and public trial by jury.
- 19 c) The right to the assistance of legal counsel at trial, including the right to have
20 the Court appoint counsel for defendant for the purpose of representation at trial. (In this regard,
21 defendant understands that, despite his pleas of guilty, he retains the right to be represented by
22 counsel – and, if necessary, to have the court appoint counsel if defendant cannot afford counsel
23 – at every other stage of the proceedings.)
- 24 d) The right to be presumed innocent and to have the burden of proof placed on
25 the government to prove defendant guilty beyond a reasonable doubt.
- 26 e) The right to confront and cross-examine witnesses against defendant.
- 27 f) The right, if defendant wished, to testify on defendant's own behalf and present
28 evidence in opposition to the charges, including the right to call witnesses and to subpoena those

1 witnesses to testify.

2 g) The right not to be compelled to testify, and, if defendant chose not to testify or
3 present evidence, to have that choice not be used against defendant.

4 By pleading guilty, defendant also gives up any and all rights to pursue any affirmative
5 defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have
6 been filed or could be filed.

7 SENTENCING FACTORS

8 10. Defendant understands that the Court is required to consider the factors set forth in
9 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence and sentencing range established
10 under the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines"), in
11 determining defendant's sentence. Defendant further understands that the Sentencing Guidelines
12 are advisory only, and that after considering the Sentencing Guidelines and the other § 3553(a)
13 factors, the Court may be free to exercise its discretion to impose any reasonable sentence up to
14 the maximum set by statute for the crimes of conviction.

15 11. Defendant and the USAO agree and stipulate to the following applicable sentencing
16 guideline factors:

17 Base Offense Level: 14 U.S.S.G. § 2C1.1(a)(1)

18 Offense Involved
19 Public Official in a Sensitive Position: +4 U.S.S.G. § 2C1.1(b)(3)

20 Defendant and the USAO reserve the right to argue that additional specific offense
21 characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

22 12. Defendant and the USAO also agree and stipulate that, taking into account the
23 factors listed in 18 U.S.C. § 3553(a)(1)-(7), a three-level reduction from the total offense level is
24 appropriate in this case. Defendant further reserves the right to argue for additional reductions in
25 defendant's sentence based on the factors listed in 18 U.S.C. § 3553(a)(1)-(7).

26 13. There is no agreement as to defendant's criminal history or criminal history category.

27 14. The stipulations in this agreement do not bind either the United States Probation
28 Office or the Court. Both defendant and the USAO are free to: (a) supplement the facts by

1 supplying relevant information to the United States Probation Office and the Court, (b) correct
2 any and all factual misstatements relating to the calculation of the sentence, and (c) argue on
3 appeal and collateral review that the Court's sentencing guidelines calculations are not error,
4 although each party agrees to maintain its view that the calculations in paragraph 11 are
5 consistent with the facts of this case.

6 DEFENDANT'S OBLIGATIONS

7 15. Defendant agrees that he will:

8 a) Plead guilty as set forth in this agreement.

9 b) Not knowingly and willfully fail to abide by all sentencing stipulations
10 contained in this agreement.

11 c) Not knowingly and willfully fail to: (i) appear as ordered for all court
12 appearances, (ii) surrender as ordered for service of sentence, (iii) obey all conditions of any
13 bond, and (iv) obey any other ongoing court order in this matter.

14 d) Not commit any crime; however, offenses which would be excluded for
15 sentencing purposes under U.S.S.G. § 4A1.2(c) are not within the scope of this agreement.

16 e) Not knowingly and willfully fail to be truthful at all times with Pretrial
17 Services, the U.S. Probation Office, and the Court.

18 f) Pay the applicable special assessment at or before the time of sentencing unless
19 defendant lacks the ability to pay.

20 THE USAO'S OBLIGATIONS

21 16. If defendant complies fully with all defendant's obligations under this agreement, the
22 USAO agrees:

23 a) To abide by all sentencing stipulations contained in this agreement.

24 b) At the time of sentencing, provided that defendant demonstrates an acceptance
25 of responsibility for the offense up to and including the time of sentencing, to recommend a two-
26 level reduction in the applicable sentencing guideline offense level, pursuant to U.S.S.G.
27 § 3E1.1, and to recommend and, if necessary, move for an additional one-level reduction if
28 available under that section.

1 c) At the time of sentencing to move to dismiss the remaining counts of the
2 indictment as against defendant. Defendant agrees, however, that at the time of sentencing the
3 Court may consider the dismissed counts in determining the applicable Sentencing Guidelines
4 range, where the sentence should fall within that range, the propriety and extent of any departure
5 from that range, and the determination of the sentence to be imposed after consideration of the
6 Sentencing Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

7 d) To recommend that defendant be sentenced to a term of imprisonment at the
8 low end of the applicable Sentencing Guidelines imprisonment range provided that the total
9 offense level as calculated by the Court, and modified by the three-level § 3553 reduction
10 discussed above in Paragraph 12, is 12 or higher. For purposes of this agreement, the low end of
11 the Sentencing Guidelines imprisonment range is that defined by the Sentencing Table in
12 U.S.S.G. Chapter 5, Part A, without regard to reductions in the term of imprisonment that may be
13 permissible through the substitution of community confinement or home detention as a result of
14 the total offense level falling within Zone B or Zone C of the Sentencing Table.

15 BREACH OF AGREEMENT

16 17. If defendant, at any time between the execution of this agreement and defendant's
17 sentencing on a non-custodial sentence or surrender for service on a custodial sentence,
18 knowingly violates or fails to perform any of defendant's obligations under this agreement ("a
19 breach"), the USAO may declare this agreement breached. If the USAO declares this agreement
20 breached, and the Court finds such a breach to have occurred, defendant will not be able to
21 withdraw defendant's guilty plea, and the USAO will be relieved of all of its obligations under
22 this agreement.

23 18. Following a knowing and willful breach of this agreement by defendant, should the
24 USAO elect to pursue any charge that was either dismissed or not filed as a result of this
25 agreement, then:

26 a) Defendant agrees that any applicable statute of limitations is tolled between the
27 date of defendant's signing of this agreement and the commencement of any such prosecution or
28 action.

1 b) Defendant gives up all defenses based on the statute of limitations, any claim of
2 preindictment delay, or any speedy trial claim with respect to any such prosecution, except to the
3 extent that such defenses existed as of the date of defendant's signing of this agreement.

4 c) Defendant agrees that: i) any statements made by defendant, under oath, at the
5 guilty plea hearing; ii) the stipulated factual basis statement in this agreement; and iii) any
6 evidence derived from such statements, are admissible against defendant in any future
7 prosecution of defendant, and defendant shall assert no claim under the United States
8 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal
9 Rules of Criminal Procedure, or any other federal rule, that the statements or any evidence
10 derived from any statements should be suppressed or are inadmissible.

11 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

12 19. Defendant gives up the right to appeal any sentence imposed by the Court, and the
13 manner in which the sentence is determined, provided that (a) the sentence is within the statutory
14 maximum specified above and is constitutional, and (b) the Court imposes a sentence within or
15 below the range corresponding to a total offense level of 15, and the applicable criminal history
16 category as determined by the Court. Defendant also gives up any right to bring a post-
17 conviction collateral attack on the conviction or sentence, except a post-conviction collateral
18 attack based on a claim of ineffective assistance of counsel, a claim of newly discovered
19 evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing
20 statutes, or statutes of conviction. Notwithstanding the foregoing, defendant retains the ability to
21 appeal the court's determination of defendant's criminal history category and the conditions of
22 probation or supervised release imposed by the court, with the exception of the following:
23 standard conditions set forth in district court General Orders 318 and 01-05; the drug testing
24 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
25 conditions authorized by 18 U.S.C. § 3563(b)(7).

26 20. The USAO gives up its right to appeal the sentence, provided that (a) the Court in
27 determining the applicable guideline range does not depart downward in offense level or criminal
28 history category, (b) the Court determines that the total offense level (including the three-level

1 § 3553 reduction discussed above in Paragraph 12) is 12 or above, and (c) the Court imposes a
2 sentence within or above the range corresponding to the determined total offense level and
3 criminal history category.

4 COURT NOT A PARTY

5 21. The Court is not a party to this agreement and need not accept any of the USAO's
6 sentencing recommendations or the parties' stipulations. Even if the Court ignores any
7 sentencing recommendation, finds facts or reaches conclusions different from any stipulation,
8 and/or imposes any sentence up to the maximum established by statute, defendant cannot, for
9 that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all
10 defendant's obligations under this agreement. No one – not the prosecutor, defendant's attorney,
11 or the Court – can make a binding prediction or promise regarding the sentence defendant will
12 receive, except that it will be within the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 22. Except as set forth herein, there are no promises, understandings or agreements
15 between the USAO and defendant or defendant's counsel. Nor may any additional agreement,
16 understanding or condition be entered into unless in a writing signed by all parties or on the
17 record in court.

18 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

19 23. The parties agree and stipulate that this Agreement will be considered part of the
20 record of defendant's guilty plea hearing as if the entire Agreement had been read into the record
21 of the proceeding.

22 This agreement is effective upon signature by defendant and a Special Attorney to the
23 United States Attorney General for the District of Arizona.

24 DEFENDANT'S APPROVAL AND ACCEPTANCE

25 I have read each of the provisions of the entire plea agreement with the assistance of
26 counsel and understand its provisions.

27 I have discussed the case and my constitutional and other rights with my attorney. I
28

1 understand that by entering my pleas of guilty I will be giving up my rights to plead not guilty, to
2 trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present
3 evidence in my defense, to remain silent and refuse to be a witness against myself by asserting
4 my privilege against self-incrimination – all with the assistance of counsel – and to be presumed
5 innocent until proven guilty beyond a reasonable doubt.

6 I agree to enter my pleas as indicated above on the terms and conditions set forth in this
7 agreement.

8 I have been advised by my attorney of the nature of the charges to which I am entering my
9 guilty pleas. I have further been advised by my attorney of the nature and range of the possible
10 sentence and that my ultimate sentence will be determined based on a consideration of the
11 sentencing factors set forth in 18 U.S.C. § 3553(a) and the Sentencing Guidelines promulgated
12 pursuant to the Sentencing Reform Act of 1984.

13 My guilty pleas are not the result of force, threats, assurances or promises other than the
14 promises contained in this agreement. I agree to the provisions of this agreement as a voluntary
15 act on my part, rather than at the direction of or because of the recommendation of any other
16 person, and I agree to be bound according to its provisions.


17 I fully understand that, if I am placed on supervised release by the court, the terms and
18 conditions of such supervised release are subject to modifications at any time. I further
19 understand that, if I violate any of the conditions of my supervised release, my supervised release
20 may be revoked and upon such revocation, notwithstanding any other provision of this
21 agreement, I may be required to serve a term of imprisonment or my sentence may otherwise be
22 altered.

23 I agree that this written plea agreement contains all the terms and conditions of my pleas
24 and that promises made by anyone (including my attorney), and specifically any predictions as to
25 the Sentencing Guidelines range applicable and the applicability of the sentencing factors set
26 forth in 18 U.S.C. § 3553(a), that are not contained within this written plea agreement are
27 without force and effect and are null and void.

28 I am satisfied that my defense attorney has represented me in a competent manner.

1 I am fully capable of understanding the terms and conditions of this plea agreement. I am
2 not now on or under the influence of any drug, medication, liquor, or other intoxicant or
3 depressant, which would impair my ability to fully understand the terms and conditions of this
4 plea agreement.

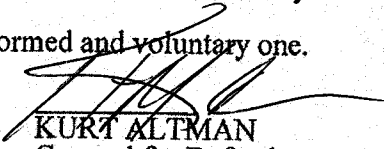
5 03/23/2009
6 Date


7
8 **JOE L. GORDWIN**
9 Defendant

10 **DEFENSE ATTORNEY'S APPROVAL**

11 I am Joe L. Gordwin's attorney. I have carefully discussed this case and the plea
12 agreement with my client, in detail and have advised the defendant of all matters within the scope
13 of Fed. R. Crim. P. 11, the constitutional and other rights of an accused, the factual basis for and
14 the nature of the offenses to which the guilty pleas will be entered, possible defenses, and the
15 consequences of the guilty pleas including the maximum statutory sentence possible. I have
16 further discussed the sentencing factors set forth in 18 U.S.C. § 3553(a), the relevant Sentencing
17 Guidelines provisions, and the Sentencing Guideline concept with the defendant. No assurances,
18 promises, or representations have been given to me or to the defendant by the United States or by
19 any of its representatives which are not contained in this written agreement. I concur in the entry
20 of the pleas as indicated above and on the terms and conditions set forth in this agreement as in
21 the best interests of my client. I agree to make a bona fide effort to ensure that the guilty pleas
22 are entered in accordance with all the requirements of Fed. R. Crim. P. 11. To my knowledge,
23 my client's decision to enter into this agreement is an informed and voluntary one.

24 03/23/2009
25 Date


26 **KURT ALTMAN**
27 Counsel for Defendant
28 **JOE L. GORDWIN**

UNITED STATES' APPROVAL

I have reviewed this matter and the plea agreement. I agree on behalf of the United States
that the terms and conditions set forth are appropriate and are in the best interests of justice.

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3/23/09
Date

THOMAS P. O'BRIEN
United States Attorney
Central District of California

Bayron T. Gilchrist
BAYRON T. GILCHRIST
Assistant United States Attorney
Special Attorney to the United States
Attorney General for the District of Arizona

COURT'S ACCEPTANCE

Date

SUSAN R. BOLTON
United States District Judge