

VIRGINIA:

Before the Virginia State Bar Disciplinary Board

In the Matter of

Jerry Mack Douglas, Jr., Esquire

VSb Docket No. 19-000-114086

CONSENT TO REVOCATION ORDER

On July 29, 2019, came Jerry Mack Douglas, Jr. and presented to the Board an Affidavit Declaring Consent to Revocation (hereinafter “Affidavit”) of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit, the Criminal Information Order, Plea Agreement and Statement of Facts (collectively referred to as “the Affidavit”), Respondent acknowledges that the material facts upon which the allegations of Misconduct are pending are true.

The Board having considered the Affidavit, and Bar Counsel having no objection, the Board accepts his Consent to Revocation.

Upon consideration whereof, it is therefore ordered that Jerry Mack Douglas, Jr.’s license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of Jerry Mack Douglas, Jr. be stricken from the Roll of Attorneys of this Commonwealth.

Entered this 30th day of July, 2019.

Virginia State Bar Disciplinary Board

Sandra L. Havrilak

Digitally signed by Sandra L. Havrilak
DN: cn=Sandra L. Havrilak, o, ou,
email=slhavrilak@havrilaklaw.com, c=US
Date: 2019.07.30 16:46:05 -04'00'

Sandra L. Havrilak, Chair



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

IN THE MATTER OF
JERRY MACK DOUGLAS, JR.

VS. Docket No. 19-000-114086

AFFIDAVIT DECLARING CONSENT TO REVOCATION

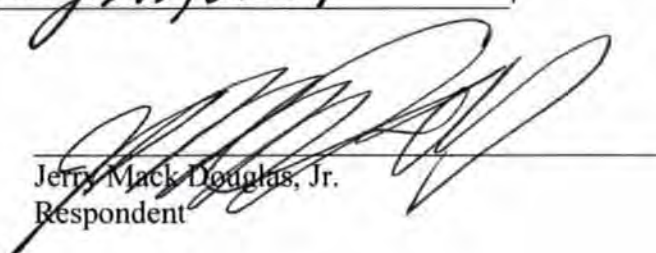
Jerry Mack Douglas, Jr., after being duly sworn, states as follows:

1. That Jerry Mack Douglas, Jr. was licensed to practice law in the Commonwealth of Virginia on 10/02/1984;
2. That Jerry Mack Douglas, Jr. submits this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28.
3. That Jerry Mack Douglas, Jr.'s consent to revocation is freely and voluntarily rendered, that Jerry Mack Douglas, Jr. is not being subjected to coercion or duress, and that Jerry Mack Douglas, Jr. is fully aware of the implications of consenting to the revocation of his license to practice law in the Commonwealth of Virginia;
4. Jerry Mack Douglas, Jr. is aware that there is currently pending a complaint, an investigation into, or a proceeding involving, allegations of misconduct, the docket number for which is set forth above, and the specific nature of which is here set forth, and in the Criminal Information, Order, Plea Agreement and Statement of Facts attached hereto:
 - a. On October 19, 2018, Jerry Mack Douglas, Jr. waived indictment and agreed to plead guilty to a single count of criminal information charging him with False Statement to a Federal Agency, in violation of Title 18, United States Code, § 1001. Jerry Mack Douglas, Jr. admitted the facts set forth in the Statement of Facts filed with the attached plea agreement and agreed that those facts established guilt of the offense charged beyond a reasonable doubt.

5. Jerry Mack Douglas, Jr. acknowledges that the material facts upon which the allegations of misconduct are predicated are true; and

6. Jerry Mack Douglas, Jr. submits this Affidavit and consents to the revocation of his license to practice law in the Commonwealth of Virginia because he knows that if the disciplinary proceedings based on the said alleged misconduct were brought or prosecuted to a conclusion, he could not successfully defend them.

Executed and dated on July 23, 2019.



Jerry Mack Douglas, Jr.
Respondent

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Norfolk, to wit:

The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Jerry Mack Douglas, Jr. on 7-23-2019.

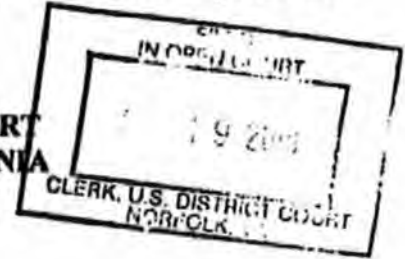


Notary Public

My Commission expires: 2-28-2023.



**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division**



UNITED STATES OF AMERICA,

v.

CRIMINAL NO. 2:18cr152

JERRY MACK DOUGLAS, JR.,

Defendant.

ORDER ACCEPTING PLEA OF GUILTY

The defendant, by consent, appeared before the court with counsel, pursuant to Federal Rule of Criminal Procedure 11, and referral from United States District Judge Robert G. Doumar and has entered a plea of guilty to the single count Criminal Information charging him with false statement to a federal agency, in violation of 18 U.S.C. § 1001(a)(2). After cautioning and examining the defendant under oath concerning each of the subjects mentioned in Rule 11, the court determined that the guilty plea was knowledgeable and voluntary, and that the offense charged is supported by an independent basis in fact establishing each of the essential elements of such offense. The court therefore accepts the plea of guilty.

The clerk is directed to deliver a copy of this Order to counsel for the United States and to counsel for the defendant.




**DOUGLASE. MILLER,
UNITED STATES MAGISTRATE JUDGE**

Norfolk, Virginia

October 19, 2018

**A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT**

BY  _____
DEPUTY CLERK

AO 455 (Rev. 01/09) Waiver of an Indictment

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia

United States of America
v.
JERRY MACK DOUGLAS, JR.

Defendant

Case No. 2:18cr152



WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: 10/19/2018


Defendant's signature


Signature of defendant's attorney

Jon M. Babineau
Printed name of defendant's attorney

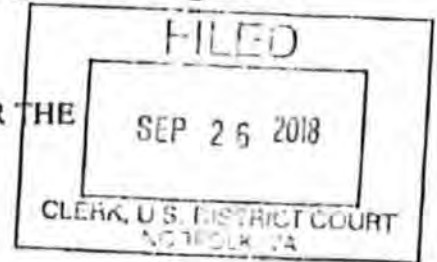

Judge's signature

Douglas E. Miller, United States Magistrate Judge
Judge's printed name and title

**A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT**

BY
DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Norfolk Division



UNITED STATES OF AMERICA)	
)	
v.)	CRIMINAL NO. 2:18cr 152
)	
JERRY MACK DOUGLAS, JR.)	18 U.S.C. § 1001(a)(2)
)	False Statement to U.S. Department of
Defendant.)	Housing and Urban Development
)	(Count 1)

CRIMINAL INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

On or about September 11, 2014, in the Eastern District of Virginia and elsewhere, defendant JERRY MACK DOUGLAS, JR., did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of the executive branch of the Government of the United States by falsely representing to the United States Department of Housing and Urban Development ("HUD") that a legitimate party was purchasing a HUD property located on Chantilly Court, Virginia Beach, Virginia when, in truth and fact as he well knew, the listing broker, a prohibited party, was the actual purchaser of the HUD property.

(In violation of Title 18, United States Code, Section 1001(a)(2)).

RECEIVED

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VSB CLERK'S OFFICE

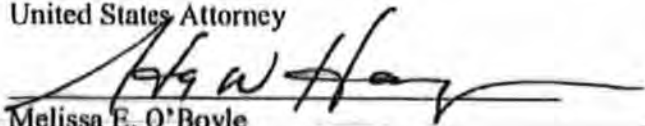
**A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT**

BY


DEPUTY CLERK

G. Zachary Terwilliger
United States Attorney

By:


Melissa E. O'Boyle
Stephen W. Haynie
Assistant United States Attorneys
Attorneys for the United States
United States Attorney's Office
101 West Main Street, Suite 8000
Norfolk, VA 23510
Office Number - 757-441-6331
Facsimile Number - 757-441-6689
E-Mail Address - melissa.oboyle@usdoj.gov

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

UNITED STATES OF AMERICA

v.

Case No. 2:18CR152

JERRY MACK DOUGLAS, JR.

ORDER

The Court has been advised that **JERRY MACK DOUGLAS, JR.** ("Defendant") wishes to enter a plea of guilty. A United States Magistrate Judge is hereby authorized, with the consent of the Defendant, to conduct proceedings required by Rule 11 of the Federal Rules of Criminal Procedure incident to the making of the plea. See 28 U.S.C. § 636(b)(3); United States v. Dees, 125 F.3d 261 (5th Cir. 1997) (finding that "the taking of a guilty plea is a permissible 'additional duty' for a magistrate judge" under the Magistrate Act, 28 U.S.C. § 636(b)(3)), cert. denied 522 U.S. 1152 (1998). The Defendant may consent to the United States Magistrate Judge conducting the proceedings on a form provided by the Clerk.

If, after conducting such proceedings, the Magistrate Judge accepts the plea of guilty and any associated plea agreement, a presentence investigation shall be conducted and a report will be prepared pursuant to Rule 32 of the Federal Rules of Criminal Procedure, and a sentencing date shall be scheduled. If the plea of guilty is accepted, the District Judge will adjudicate guilt at the sentencing hearing and will determine and impose the sentence.

The Clerk is **DIRECTED** to deliver a copy of this Order to all Counsel of Record.

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

Norfolk, VA
October 16, 2018

**A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT**

BY 
DEPUTY CLERK

GUILTY PLEA FELONY CRIMINAL INFORMATION:

Time Set: 2:00 p.m.
 Started: 2:45 pm
 Ended: 2:43 pm

Date: 10/19/2018
 Presiding Judge: Douglas E. Miller
 Courtroom Deputy: J. Jones
 Reporter: Judy Stewart
 U.S. Attorney: Melissa O'Boyle + Steve Haynie
 Defense Counsel: Jon Babineau
 (x) Retained () Court appointed () AFPD
 Interpreter: _____
 U.S. Probation Officer: _____

Case Number: 2:18cr152

USA v Jerry Mack Douglas, Jr.

() in custody () on bond

- (X) Initial Appearance on Criminal Information
 (X) Consent to Proceed before a U.S. Magistrate Judge pursuant to Rule 11, executed and filed in open court.
 (X) Defendant sworn.
 (X) Waiver of Indictment executed and filed in open court.
 Court advised defendant of rights, charges, and maximum penalties. Defendant acknowledged he/she understood.
 (X) Plea agreement reviewed and executed and filed in open court. () No plea agreement
 (X) Court inquired as to voluntariness of plea.
 (X) Court inquired as to threats or promises.
 (X) Court advised defendant that by pleading guilty the right to a trial by jury is waived.
 (X) Defendant entered plea of guilty as to Count(s) 1
 (X) Count accepts plea of guilty as to Count(s) 1
 (X) Defendant satisfied with services of counsel.
 (X) Court inquired Re: Plea Negotiations
 (X) Government presented factual basis thru summary by Statement of facts
 (X) Statement of Facts executed and filed in open court.
 (X) Continued for pre-sentence report.
 (X) Court explained that by pleading guilty right to appeal is waived pursuant to plea agreement.
 (X) Sentencing set: 3/18/19 @ 11:00 AM before U.S. District Judge RGD
 (X) Norfolk () Newport News
 (X) Unsigned Sentencing Procedure Order provided to defendant.
 (X) Sentencing Procedure Order entered and filed in open court.
 (X) Order Accepting Plea of Guilty entered and filed in open court.
 () Court () Finds () Withholds finding defendant guilty as charged in Count(s) _____
 (X) Bond set PR () See Special Conditions of Release
 () Defendant continued on bond. () See Additional Conditions of Release
 () Defendant remanded to custody of Marshal.
 () Transportation Order entered and filed in open court.
 (X) Defendant to appear on 3/18/19 or at any other time
 () the court may require.

A TRUE COPY, TESTE:
 CLERK, U.S. DISTRICT COURT

BY

RS
 DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA

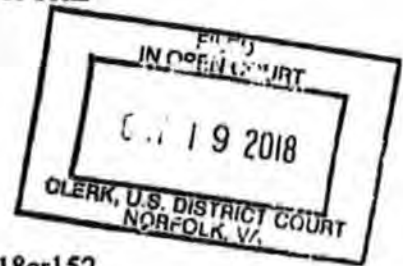
v.

JERRY MACK DOUGLAS, JR.

Defendant.

)
)
)
)
)
)

CRIMINAL NO. 2:18cr152



PLEA AGREEMENT

G. Zachary Terwilliger, United States Attorney for the Eastern District of Virginia; Melissa E. O'Boyle and Stephen W. Haynie, Assistant United States Attorneys; the defendant, Jerry Mack Douglas, Jr.; and the defendant's counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to waive indictment and plead guilty to a criminal information charging the defendant with False Statement to a Federal Agency, in violation of Title 18, United States Code, Section 1001. The maximum penalties for count one, False Statement, are a maximum term of five (5) years of imprisonment, a fine of \$250,000, full restitution, special assessments pursuant to 18 U.S.C. § 3013 and 3014, and three (3) years of supervised release. The defendant understands that this supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY

DEPUTY CLERK

2. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(c) of the Sentencing Guidelines.

3. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

4. Role of the Court and the Probation Office

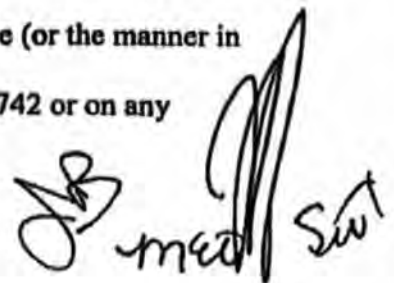
The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the defendant's actual sentence in accordance with 18 U.S.C. § 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing

range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220 (2005), the Court, after considering the factors set forth in 18 U.S.C. § 3553(a), may impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

The United States and the defendant agree that the defendant has assisted the government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's 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. If the defendant qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the government agrees to file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

5. Waiver of Appeal, FOIA and Privacy Act Rights

The defendant also understands that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any

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ground whatsoever other than an ineffective assistance of counsel claim that is cognizable on direct appeal, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). The defendant also hereby waives all 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, 5 U.S.C. § 552a.

6. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of \$100 per count of conviction.

7. Payment of Monetary Penalties

The defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, within 14 days of a request, the defendant agrees to provide all of the defendant's financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination and/or complete a financial statement under penalty of perjury. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the defendant is incarcerated, the defendant agrees to voluntarily participate in the Bureau of Prisons' Inmate Financial

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Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

8. Restitution

Defendant agrees that restitution is mandatory pursuant to 18 U.S.C. §3663A. Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. Pursuant to 18 U.S.C. § 3663A(c)(2), the defendant agrees that an offense listed in § 3663A(c)(1) gave rise to this plea agreement and as such, victims of the conduct described in the charging instrument, statement of facts or any related or similar conduct shall be entitled to restitution.

9. Immunity from Further Prosecution in this District

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the information or statement of facts.

10. Defendant's Cooperation

The defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the defendant regarding any criminal activity as requested by the government. In that regard:

- a. The defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings.
- b. The defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The defendant agrees to provide all documents, records, writings, or materials of any kind in the defendant's possession or under the defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.

- d. The defendant agrees that, at the request of the United States, the defendant will voluntarily submit to polygraph examinations, and that the United States will choose the polygraph examiner and specify the procedures for the examinations.
- e. The defendant agrees that the Statement of Facts is limited to information to support the plea. The defendant will provide more detailed facts relating to this case during ensuing debriefings.
- f. The defendant is hereby on notice that the defendant may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- g. Nothing in this agreement places any obligation on the government to seek the defendant's cooperation or assistance.

11. Use of Information Provided by the Defendant Under This Agreement

The United States will not use any truthful information provided pursuant to this agreement in any criminal prosecution against the defendant in the Eastern District of Virginia, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in 18 U.S.C. § 16). Pursuant to U.S.S.G. § 1B1.8, no truthful information that the defendant provides under this agreement will be used in determining the applicable guideline range, except as provided in Section 1B1.8(b). Nothing in this plea agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents

the government in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial. The United States will bring this plea agreement and the full extent of the defendant's cooperation to the attention of other prosecuting offices if requested.

12. Prosecution in Other Jurisdictions

The United States Attorney's Office for the Eastern District of Virginia will not contact any other state or federal prosecuting jurisdiction and voluntarily turn over truthful information that the defendant provides under this agreement to aid a prosecution of the defendant in that jurisdiction. Should any other prosecuting jurisdiction attempt to use truthful information the defendant provides pursuant to this agreement against the defendant, the United States Attorney's Office for the Eastern District of Virginia agrees, upon request, to contact that jurisdiction and ask that jurisdiction to abide by the immunity provisions of this plea agreement. The parties understand that the prosecuting jurisdiction retains the discretion over whether to use such information.

13. Defendant Must Provide Full, Complete and Truthful Cooperation

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges

resulting from this investigation. This plea agreement is conditioned upon the defendant providing full, complete and truthful cooperation.

14. Motion for a Downward Departure

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

15. Breach of the Plea Agreement and Remedies

This agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;
- b. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of

the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense; and

- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence. The proceeding established by this paragraph does not apply, however, to the decision of the United States whether to file a motion based on "substantial assistance" as that phrase is used in Rule 35(b) of the Federal Rules of Criminal Procedure and Section 5K1.1 of the Sentencing Guidelines and Policy Statements. The defendant agrees that the decision whether to file such a motion rests in the sole discretion of the United States.

16. Nature of the Agreement and Modifications

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and the defendant's attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

G. Zachary Terwilliger
United States Attorney

By:

Melissa E. O'Boyle

Melissa E. O'Boyle

Stephen W. Haynie

Assistant United States Attorneys

United States Attorney's Office

101 West Main Street, Suite 8000

Norfolk, VA 23510

Office Number - 757-441-6331

Facsimile Number - 757-441-6689

E-Mail Address - melissa.oboyle@usdoj.gov

E-Mail Address - steve.haynie@usdoj.gov

[Handwritten signature]
meo

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal information. Further, I fully understand all rights with respect to Title 18, United States Code, Section 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.

Date:

10/19/18

Jerry Mack Douglas
Defendant

Defense Counsel Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending information. Further, I have reviewed Title 18, United States Code, Section 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date:

10-19-18

Jon M. Babineau
Counsel for Defendant

**U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account**

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIM. ACTION NO.:	2:18cr152
DEFENDANT'S NAME:	Jerry Mack Douglas, Jr.
PAY THIS AMOUNT:	\$100.00

INSTRUCTIONS:

- 1. MAKE CHECK OR MONEY ORDER PAYABLE TO:**
CLERK, U.S. DISTRICT COURT
- 2. PAYMENT MUST REACH THE CLERK'S OFFICE BEFORE YOUR SENTENCING DATE**
- 3. PAYMENT SHOULD BE SENT TO:**

	In person (9 AM to 4 PM)	By mail:
Alexandria cases:	Clerk, U.S. District Court 401 Courthouse Square Alexandria, VA 22314	
Richmond cases:	Clerk, U.S. District Court 701 East Broad Street, Suite 3000 Richmond, VA 23219	
Newport News cases:	Clerk, U.S. District Court 2400 West Ave, Ste 100 Newport News, VA 23607	
Norfolk cases:	Clerk, U.S. District Court 600 Granby Street Norfolk, VA 23510	

- 4. INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER**
- 5. ENCLOSE THIS COUPON TO ENSURE PROPER and PROMPT APPLICATION OF PAYMENT**



Handwritten signature and initials, possibly reading 'J. Mack Douglas, Jr.' and 'mevret'.

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA

v.

JERRY MACK DOUGLAS, JR.

Defendant.

CRIMINAL NO. 2:18cr152



STATEMENT OF FACTS

The parties stipulate that the allegations in the information and the following facts are true and correct, and that had the matter gone to trial, the United States would have proven them beyond a reasonable doubt:

1. Jerry Mack Douglas, Jr. (hereinafter "Douglas") was a licensed attorney with a law practice located in Virginia Beach, Virginia. Douglas' practice specialized in real estate and business law. As a result, Douglas often served as a settlement agent to close real estate transactions.

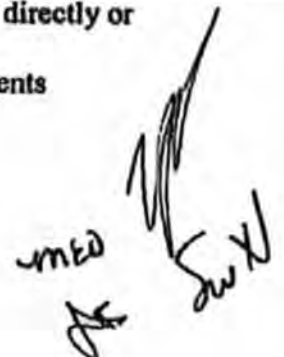
2. In his capacity as settlement agent, Douglas regularly closed real estate transactions for a local real estate agent, Listing Broker #1. Douglas was well aware that Listing Broker #1 served as a listing agent for properties being sold by the United States Department of Housing and Urban Development (hereinafter "HUD"). As a HUD listing agent, Douglas also knew that Listing Broker #1 was prohibited from purchasing HUD properties.

3. All of the listing broker agreements prohibited Listing Broker #1 from directly or indirectly purchasing HUD properties. For example, one of the listing broker agreements

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY


DEPUTY CLERK



governing Listing Broker #1 provided as follows:

[N]o property owned by HUD may be purchased, whether as an owner occupant or as an investor, by Listing Broker, nor by any member of Listing Broker's family by blood or marriage, nor by any business partner or company with which Listing Broker has any beneficial interest of any kind. Further, Listing Broker will not allow the purchase of any HUD owned home, whether as an owner occupant or as an investor, by any employee, agent, associate, independent contractor, subcontractor, or hiree (collectively called "affiliates"), nor by any member of the affiliate's family by blood or marriage, nor by any business partner or company which the affiliate has any beneficial interest of any kind.

4. In October 2011, Douglas assisted Listing Broker #1 in resolving a dispute with a HUD Management and Marketing Contractor after the contractor learned that Listing Broker #1 had purchased a HUD property in violation of the listing agreement. At that time, Douglas told Listing Broker #1 via email "I do not suggest that you purchase HUD property."

5. Despite his advice, Douglas nevertheless continued to assist Listing Broker #1 to purchase HUD properties despite knowing full well that HUD prohibited Listing Broker #1 from directly or indirectly purchasing these properties. Douglas assisted Listing Broker #1 by, among other things, serving as the settlement agent on these prohibited transactions and by using a variety of methods to conceal Listing Agent #1's involvement in the purchase of HUD homes.

6. On or about August 14, 2014, Listing Broker #1 contracted to purchase a HUD property located on Chantilly Court in Virginia Beach, Virginia. Listing Broker #1 contracted to purchase the property using a partnership (hereinafter "Partnership #1") created for the purpose of concealing Listing Broker #1's involvement in the transaction. Unbeknown to Douglas, the representative from Partnership #1's signature on the sales contract was forged. Listing Broker #1 also executed the contract as the broker for the transaction. Douglas is listed as the designated closing agent.

7. In early September 2014, Douglas' firm prepared the closing documents for Listing Broker #1's purchase of HUD's Chantilly Court property. Douglas was well aware that Listing Broker #1 was purchasing this property in contravention of HUD's listing agreement, and that he was knowingly and willfully assisting Listing Broker #1 in concealing his involvement in the purchase.

8. On or about September 11, 2014, Douglas closed Listing Broker #1's purchase of HUD's Chantilly Court property. On the HUD-1 settlement statement, Douglas listed Partnership #1 as the purchaser when, in truth and in fact, Douglas was well aware that Listing Agent #1 was purchasing this property in prohibition of Listing Broker #1's listing agreement. The Secretary of HUD was listed as the Seller for this cash purchase. The contract sales price was for \$65,100. Douglas knowingly and willfully signed the HUD-1 settlement statement as the Settlement Agent attesting that "[t]o the best of my knowledge, the HUD-1 settlement statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction."

9. Douglas knowingly and willfully executed this HUD-1 settlement statement despite knowing that it falsely represented that Partnership #1 was purchasing the property when – in truth and in fact – Douglas was well aware that Listing Broker #1 was purchasing the home in violation of his listing agreement. Douglas failed to heed the warning listed in the HUD-1 settlement statement that stated: "It is a crime to knowingly make false statements to the United States on this or any similar form."

10. The HUD contractor would not have approved the sale of HUD's Chantilly Court property if he had known that Listing Agent #1 was the true purchaser of the property. Douglas' false representation on the HUD-1 settlement statement was material.

11. After the closing, Douglas caused the falsified HUD-1 and other closing documents to be sent to HUD.

12. Also on September 11, 2014, Douglas prepared and executed a second HUD-1 settlement statement for Listing Broker #1 related to HUD's Chantilly Court property. This HUD-1 reflected the "borrower" as another partnership (hereinafter "Partnership #2"). Partnership #2 was controlled by Listing Broker #1 and a family member. The HUD-1 did not identify the "seller," but identified Towne Bank as the "lender." This HUD-1 settlement statement only reflected \$2,729.42 in "settlement charges" coming from the borrower.

13. Also on September 11, 2014, at the direction of Listing Broker #1, Douglas prepared a "Deed of Gift" transferring the property from Partnership #1 to Partnership #2. The purported signature from the "member" of Partnership #1 was forged. Douglas executed the Deed of Gift on the same day as the "manager" of Partnership #1.

14. On or about September 12, 2014, Towne Bank wired \$47,000 into Douglas' business account located at Heritage Bank. Listing Agent #1 and a family member, through Partnership #2, had applied for a \$47,000 loan from Towne Bank "to purchase investment property" located on Chantilly Court, Virginia Beach. At the direction of Listing Agent #1, on September 18, 2014, Douglas wired the \$47,000 from his account to a BB&T account in the name of Partnership #2 controlled by Listing Broker #1 and a family member.

15. On September 25, 2014, Listing Broker #1's family member cut a check for \$45,895 back to Douglas's business account at Heritage Bank. On October 3, 2014, Douglas wired the entirety of the funds back to Listing Agent #1.

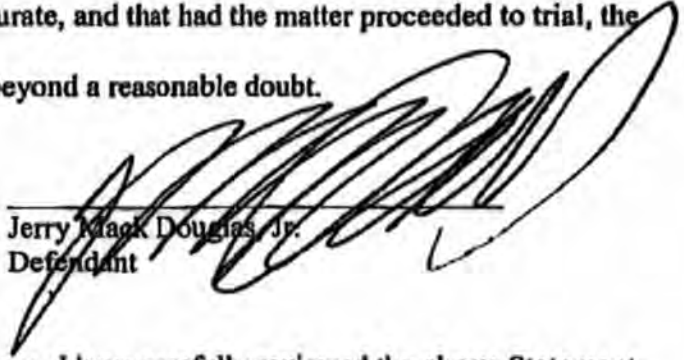
16. Beyond his standard closing fees, Douglas did not receive any additional fraudulent proceeds from Listing Broker #1 for assisting in these fraudulent transactions that concealed Listing Broker #1's involvement in purchasing HUD properties.

The defendant acknowledges that the foregoing statement of facts does not describe all of her conduct relating to the offenses charged in this matter

G. Zachary Terwilliger
United States Attorney

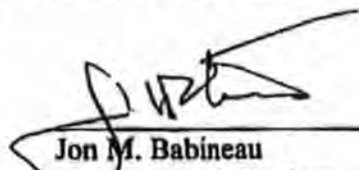
By: Melissa E. O'Boyle
Melissa E. O'Boyle
Stephen W. Haynie
Assistant United States Attorneys
United States Attorney's Office
101 West Main Street, Suite 8000
Norfolk, VA 23510
Office Number - 757-441-6331
Facsimile Number - 757-441-6689
E-Mail Address - melissa.oboyle@usdoj.gov
E-Mail Address - steve.haynie@usdoj.gov

After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, Jerry Mack Douglas, Jr., and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.



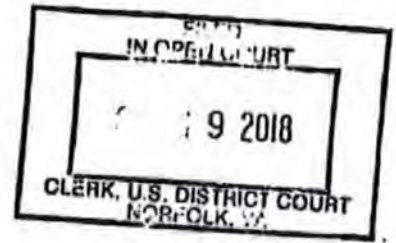
Jerry Mack Douglas, Jr.
Defendant

I am Jerry Mack Douglas, Jr.'s attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.



Jon M. Babineau
Counsel for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK/NEWPORT NEWS DIVISION



UNITED STATES OF AMERICA,

v.

CRIMINAL ACTION NO: 2:18cr152

Jerry Mack Douglas, Jr.

SENTENCING PROCEDURES ORDER

1. The sentencing hearing shall be scheduled no earlier than EIGHTY (80) DAYS following a plea of guilty or verdict of guilty, and sentencing is scheduled in this case at 11am in Norfolk on March 18, 2019 @ 1100am.

2. Counsel for the defendant is hereby given notice of the right to attend any interview of the defendant conducted by the Probation Officer in the course of the presentence investigation. *The Probation Officer shall not take any statements from the defendant without the presence of counsel.*

3. The Presentence Investigation Report, including guideline computations, shall be completed and provided to the parties at least THIRTY-FIVE (35) DAYS prior to the sentencing hearing. A copy of this policy statement shall operate as notice to counsel that the presentence report will be furnished by the Probation Office THIRTY-FIVE (35) DAYS prior to the sentencing hearing. A copy of the presentence report may not be disclosed to persons other than the defendant..

4. If, after a review of the presentence report, there are no factors or facts material to guideline computations in dispute, counsel shall file a stipulation signed by the defendant and all counsel within FOURTEEN (14) DAYS after receiving the presentence report.

5. A party objecting to guideline determinations or facts in the presentence report shall deliver a written statement to the Probation Officer and opposing counsel within FOURTEEN (14) DAYS after receiving the presentence report setting forth any objections and any authorities relied upon.

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY [Signature]
DEPUTY CLERK

6. It is the obligation of the objecting party to seek resolution of such objections in conference with opposing counsel and the United States Probation Officer as soon as practicable, but no less than TEN (10) DAYS prior to the sentencing hearing. This presentence conference is mandatory when objections effecting guideline computations are in dispute, and it is the responsibility of the objecting party to schedule it with the Probation Officer and opposing counsel.

7. If any objections are unresolved prior to the sentencing hearing, counsel for the defendant and the government shall file a pleading entitled "Position of Parties with Respect to Sentencing Factors," ("Position Paper") containing all objections and the grounds therefor, in accordance with Section 6A1.2 of the Sentencing Guidelines and Policy Statements (Oct. 1987) SEVEN (7) DAYS prior to the sentencing hearing. A copy shall be delivered to the Probation Officer on the date of filing.

8. If evidence is sought to be presented at the sentencing hearing, the parties shall file as a part of their "Position Paper" an outline of such evidence, including: (1) a description of the testimony of any witnesses sought to be called; (2) all documents, and (3) any affidavits. A copy shall also be filed with the Probation Officer. The Court may resolve objections upon the submissions of the parties and will hear witness testimony only for good cause shown.

9. The United States Probation Officer shall transmit to the sentencing judge the presentence investigation report, including guideline computations, and an addendum indicating any unresolved objections by the parties with respect to the application of the guidelines SEVEN (7) DAYS prior to the sentencing hearing.

10. All motions for upward or downward departure, responses, and rebuttal shall be filed and served FOURTEEN (14), SEVEN (7), and FOUR (4) DAYS, respectively, before the sentencing date. A copy shall also be delivered to the Probation Officer on the same dates.

11. Failure of counsel to adhere to the times set forth in this Order shall result in written notification to the Court by the Probation Officer, with a copy provided to all counsel.

12. The times set forth in this Order may be modified by the Court for good cause shown. Time periods under this Order shall be CALENDAR days; no extra days for mailing shall be permitted. Except for the Presentence Investigation Report itself, all papers and pleadings may be filed and served on opposing counsel and the Probation Officer by facsimile mail, provided that such papers and pleadings bearing one original signature are simultaneously served by regular mail. In computing any period of time under this Order, if any deadline falls on a Saturday, Sunday, or holiday, the deadline shall be the FIRST (1st) BUSINESS DAY after the Saturday, Sunday, or holiday.

It is SO ORDERED.

Date: 10/19/18


Douglas E. Miller, U.S. Magistrate Judge

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE SENTENCING PROCEDURES ORDER.


DEFENDANT

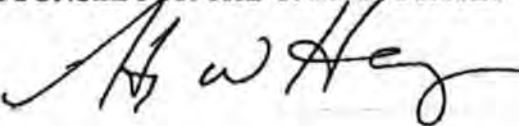
10-19-18
DATE


COUNSEL FOR DEFENDANT

10-19-18
DATE

Melissa E O'Boyle
COUNSEL FOR THE UNITED STATES

10-19-18
DATE



10/19/18

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia

United States of America

v.

JERRY MACK DOUGLAS, JR.

Defendant

Case No. 2:18cr152

ORDER SETTING CONDITIONS OF RELEASE

IT IS ORDERED that the defendant's release is subject to these conditions:

- (1) The defendant must not violate federal, state, or local law while on release.
- (2) The defendant must cooperate in the collection of a DNA sample if it is authorized by 42 U.S.C. § 14135a.
- (3) The defendant must advise the court or the pretrial services office or supervising officer in writing before making any change of residence or telephone number.
- (4) The defendant must appear in court as required and, if convicted, must surrender as directed to serve a sentence that the court may impose.

The defendant must appear at: U.S. District Court, 600 Granby St., Norfolk, VA 23510

Place

on 3/18/19 at 11:00 a.m.

Date and Time

IT IS FURTHER ORDERED that the defendant be released on condition that:

- (✓) (5) The defendant promises to appear in court as required and surrender to serve sentence imposed.
- (✓) (6) The defendant executes a PR Bond binding the defendant to pay to the United States for FTA.

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY


DEPUTY CLERK

ADDITIONAL CONDITIONS OF RELEASE

IT IS FURTHER ORDERED that the defendant's release is subject to the conditions marked below:

- () (6) The defendant is placed in the custody of:

Person or organization _____

Address (only if above is an organization) _____

City and state _____

Tel. No. _____

who agrees to (a) supervise the defendant, (b) use every effort to assure the defendant's appearance at all court proceedings, and (c) notify the court immediately if the defendant violates a condition of release or is no longer in the custodian's custody.

Signed: _____

Custodian

Date _____

- () (7) The defendant must:

- () (a) submit to supervision by and report for supervision to the telephone number _____, no later than _____.

- () (b) continue or actively seek employment.

- () (c) surrender any passport to: _____

- () (d) not obtain a passport or other international travel document.

- () (e) abide by the following restrictions on personal association, residence, or travel: _____

- () (f) avoid all contact, directly or indirectly, with any person who is or may be a victim or witness in the investigation or prosecution, including: _____

- () (g) maintain residence at a halfway house or community corrections center, as the pretrial services office or supervising officer considers necessary.

- () (h) not possess a firearm, destructive device, or other weapon.

- () (i) not use alcohol () at all () excessively.

- () (j) not use or unlawfully possess a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

- () (k) submit to testing for a prohibited substance if required by the pretrial services office or supervising officer. Testing may be used with random frequency and may include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing. The defendant must not obstruct, attempt to obstruct, or tamper with the efficiency and accuracy of prohibited substance screening or testing.

- () (l) participate in a program of inpatient or outpatient substance abuse therapy and counseling if directed by the pretrial services office or supervising officer.

- () (m) participate in one of the following location restriction programs and comply with its requirements as directed.

- () (i) Curfew. You are restricted to your residence every day () from _____ to _____, or () as directed by the pretrial services office or supervising officer; or

- () (ii) Home Detention. You are restricted to your residence at all times except for employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities approved in advance by the pretrial services office or supervising officer; or

- () (iii) Home Incarceration. You are restricted to 24-hour-a-day lock-down at your residence except for medical necessities and court appearances or other activities specifically approved by the court.

- () (n) submit to location monitoring as directed by the pretrial services office or supervising officer and comply with all of the program requirements and instructions provided.

- () You must pay all or part of the cost of the program based on your ability to pay as determined by the pretrial services office or supervising officer.

- () (o) report as soon as possible, to the pretrial services office or supervising officer, every contact with law enforcement personnel, including arrests, questioning, or traffic stops.

- () (p) _____

- () (q) _____

- () (r) _____

- () (s) _____

- () (t) _____

- () (u) _____

- () (v) _____

- () (w) _____

- () (x) _____

- () (y) _____

- () (z) _____

ADVICE OF PENALTIES AND SANCTIONS

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

Violating any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of your release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.

While on release, if you commit a federal felony offense the punishment is an additional prison term of not more than ten years and for a federal misdemeanor offense the punishment is an additional prison term of not more than one year. This sentence will be consecutive (i.e., in addition to) to any other sentence you receive.

It is a crime punishable by up to ten years in prison, and a \$250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

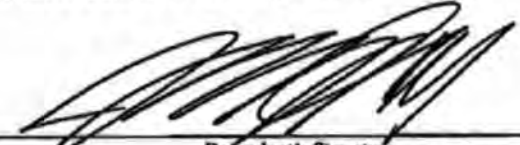
If, after release, you knowingly fail to appear as the conditions of release require, or to surrender to serve a sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – you will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – you will be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony – you will be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor – you will be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence you receive. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of the Defendant


I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and surrender to serve any sentence imposed. I am aware of the penalties and sanctions set forth above.


 Defendant's Signature
 VIRGINIA BEACH VA
 City and State

Directions to the United States Marshal

- (☒) The defendant is ORDERED released after processing.
 () The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judge that the defendant has posted bond and/or complied with all other conditions for release. If still in custody, the defendant must be produced before the appropriate judge at the time and place specified.

Date: 10/22/18

/s/ 
 Douglas E. Miller
 United States Magistrate Judge

Judicial Officer's Signature

Douglas E. Miller, United States Magistrate Judge
 Printed name and title

DISTRIBUTION: COURT DEFENDANT PRETRIAL SERVICE U.S. ATTORNEY U.S. MARSHAL

UNITED STATES DISTRICT COURT

for the

Eastern District of Virginia

United States of America)

v.)

JERRY MACK DOUGLAS, JR.)

Case No. 2:18cr152

Defendant)

APPEARANCE BOND

Defendant's Agreement

I, JERRY MACK DOUGLAS, JR. (defendant), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- (X) to appear for court proceedings;
- (X) if convicted, to surrender to serve a sentence that the court may impose; or
- (X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

- (X) (1) This is a personal recognizance bond.
- () (2) This is an unsecured bond of \$ _____.
- () (3) This is a secured bond of \$ _____, secured by:
 - () (a) \$ _____, in cash deposited with the court.
 - () (b) the agreement of the defendant and each surety to forfeit the following cash or other property (describe the cash or other property, including claims on it — such as a lien, mortgage, or loan — and attach proof of ownership and value):

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

- () (c) a bail bond with a solvent surety (attach a copy of the bail bond, or describe it and identify the surety):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

A TRUE COPY, TESTE:
CLERK, U.S. DISTRICT COURT

BY 
DEPUTY CLERK

AO 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date:

10/19/18


 Defendant's signature

 Surety/property owner – printed name

 Surety/property owner – signature and date

 Surety/property owner – printed name

 Surety/property owner – signature and date

 Surety/property owner – printed name

 Surety/property owner – signature and date

CLERK OF COURT

Date:

10/19/18


 Signature of Clerk or Deputy Clerk

Approved.

 /s/ Douglas E. Miller
 United States Magistrate Judge

Date:

10/22/18

 Judge's signature