

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA

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CRIMINAL NO. 19-064

v.

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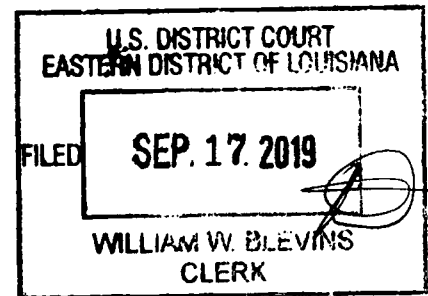
SECTION: T

MARK DOUGLAS

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FACTUAL BASIS



The defendant, **MARK DOUGLAS (DOUGLAS)** has indicated that he intends to plead guilty as charged in Count One of the Bill of Information against him, that is, embezzlement and theft of labor union assets, in violation of 29 U.S.C. § 501(c).

The United States and defendant **DOUGLAS** do hereby stipulate and agree that the following facts are true and correct and that, should this matter have proceeded to trial, the government would have proven them beyond a reasonable doubt, through the introduction of competent testimony and admissible tangible and documentary exhibits. This Factual Basis does not attempt to set forth all of the facts known to the United States at this time. The limited purpose of this Factual Basis is to demonstrate that there exists a sufficient legal basis for defendant **DOUGLAS's** guilty plea. By their signatures below, the parties expressly agree that there is a factual basis for the guilty plea that the defendant will tender. The parties also agree that this Factual Basis may, but need not, be used by the United States Probation Office and the Court in determining the applicable advisory guideline range under the United States Sentencing Guidelines or the appropriate sentence under 18 U.S.C. § 3553(a).

Between November 11, 2011 and January 17, 2015, **DOUGLAS** acted as President of the United Food and Commercial Workers Local 1101, a labor organization engaged in an industry

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affecting commerce. **DOUGLAS** was responsible for the local's grievances with Domino Sugar Company and running the day to day operations of the union. **DOUGLAS** was the head negotiator and handled arbitrations with the local's attorney. Furthermore, **DOUGLAS** was an account signatory on the local's checking account and was responsible for signing checks with the union's financial secretary. **DOUGLAS** had access to the local's bank accounts, transactions, vouchers, and statements.

Local 1101 officers would testify that lost time can be claimed by any union officer conducting union business. In most occasions, officers obtain executive board approval prior to claiming lost time. Lost time is generally taken for arbitrations, attorney visits, accountant visits, or negotiations with Domino Sugar Company. The president has the authority to grant lost time to whoever conducts union business for the local.

At trial, the government would introduce records and testimony showing that during the above time period, **DOUGLAS** made approximately 49 false lost time charges totaling approximately \$6,280.91 by making lost time claims after working 12 hour shifts at Domino Sugar Company, and through filing duplicate voucher claims. **DOUGLAS** also falsely claimed lost time payments for weekend attorney visits.

Investigators from the U.S. Department of Labor would testify that when interviewed about these false claims, **DOUGLAS** admitted that in order to receive lost time payments, an officer had

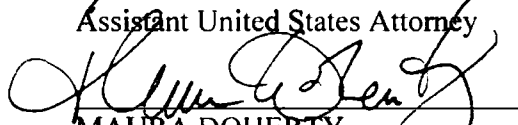
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to be conducting union business, and on many occasions, he claimed lost time without having conducted union business.

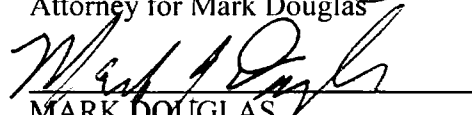
APPROVED AND AGREED TO:


G. DALL KAMMER
Assistant United States Attorney

9/17/19
Date


MAURA DOHERTY
Attorney for Mark Douglas

9/17/19
Date


MARK DOUGLAS
Defendant

9-17-19
Date