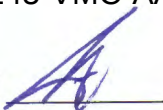


AF Approval



Chief Approval



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:18-cr-145-T-33AAS

GREGORY ALLEN DOUGLAS, JR.

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, GREGORY ALLEN DOUGLAS, JR., and the attorney for the defendant, Paul Downing, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with false, fictitious or fraudulent claims, in violation of 18 U.S.C. § 287.

2. Minimum and Maximum Penalties

Count One is punishable by a maximum term of imprisonment of five (5) years, a fine of up to \$250,000, a term of supervised release of up to three (3) years, and a special assessment of \$100. With respect to certain

Defendant's Initials



offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: The Defendant knowingly presented a false claim against the United States to an agency of the United States;

Second: The claim was based on a false or fraudulent material fact; and

Third: The Defendant acted intentionally and knew that the claim was false and fraudulent.

4. Indictment Waiver

The defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the

Defendant's Initials



United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), the defendant agrees to make full restitution to all victims of the offense, including the Federal Emergency Management Agency.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a

Defendant's Initials



two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.4., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a

Defendant's Initials



sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

Defendant's Initials



On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant

Defendant's Initials



factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his/her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he/she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the

Defendant's Initials



United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any

Defendant's Initials



recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his/her waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

Defendant's Initials



8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation

Defendant's Initials



and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

Defendant's Initials



11. Factual Basis

The defendant is pleading guilty because the defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

On September 10, 2017, the President of the United States declared that a major disaster existed in Florida due to Hurricane Irma. As a result of that declaration, people in the affected areas were eligible to apply for disaster assistance from the Federal Emergency Management Agency (“FEMA”), an agency of the United States.

FEMA offered different types of disaster assistance to people in the areas affected by Hurricane Irma, including through the Individuals and Households Program (“IHP”). The IHP provided financial assistance and direct services to eligible persons. Financial Housing Assistance was one component of the IHP. Financial Housing Assistance provided money, up to a program maximum, to eligible beneficiaries who lacked the means to meet serious needs, including housing-related expenses such as rent and lodging, home repair costs, and home replacement costs.

Defendant's Initials



To be eligible for Financial Housing Assistance, an applicant, among other things, had to incur losses in a presidentially declared disaster area, and the applicant's affected home had to be where the applicant usually lived and where the applicant was living at the time of the major disaster (referred to herein as the "primary residence").

The information required from applicants was similar for each of these three ways of submitting applications. Each applicant for FEMA disaster assistance was asked to provide, among other things, their name, their social security number, their telephone numbers, the address of their damaged property, and their current mailing address. An applicant was also asked specifically whether the address of the damaged property was their primary residence.

FEMA decided to award disaster assistance to an individual based on the information the applicant provided to FEMA in their application/registration for disaster assistance. If approved, an applicant could choose to receive their FEMA disaster assistance by an electronic funds wire transfer that would be sent to a bank account selected by the applicant or by receiving a Treasury check that would be mailed.

Defendant's Initials



FEMA also provided Critical Needs Assistance under the IHP. Critical Needs Assistance consisted of financial assistance to individuals and households who, as a result of a major disaster, had immediate or critical needs because they were displaced from their primary residence. Immediate or critical needs included life-saving and life-sustaining items such as water, food, first aid, prescriptions, infant formula, diapers, consumable medical supplies, durable medical equipment, personal hygiene items, and fuel for transportation. Critical Needs Assistance consisted of a one-time \$500 payment from FEMA to eligible households.

To be eligible for Critical Needs Assistance, an applicant, among other things, had to have critical needs and require financial assistance for those needs and expenses; the applicant's pre-disaster primary residence had to be located in a county that was designated for Critical Needs Assistance; and the applicant had to be displaced from their pre-disaster primary residence as a result of the major disaster.

At the time that Hurricane Irma made landfall in Florida in September 2017, DOUGLAS resided at 2419 East N. Bay Street, Tampa, Florida. DOUGLAS did not live at 3024 East Powhatan Avenue, Tampa, Florida (the "East Powhatan Residence"). Despite that fact, on September 19, 2017, DOUGLAS submitted an application for rental assistance and critical

Defendant's Initials



needs assistance through FEMA's mobile site. The claim was assigned registration number 50-1631683. In that application, DOUGLAS intentionally and falsely represented that the East Powhatan Residence was his primary residence, when, in fact, he knew that not to be true. DOUGLAS also intentionally and falsely represented that he had been displaced from that residence due to an evacuation caused by the effects of Hurricane Irma, and that he incurred expenses for temporary housing and critical needs assistance.

In response to the application, FEMA issued disaster assistance to DOUGLAS by interstate wire on September 25, 2017, in the amount of \$1,014 for rental assistance and \$500 for critical needs assistance.

At the time that Hurricane Irma made landfall in Florida, another individual owned the East Powhatan Residence and was in the process of renovating the property. On September 30, 2017, two other individuals purchased the property from that person. At no time in September 2017 did DOUGLAS have permission to reside at the East Powhatan Residence, nor did he actually reside there.

Defendant's Initials



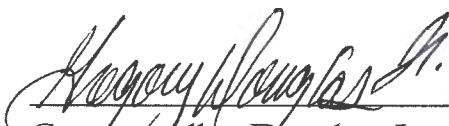
12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

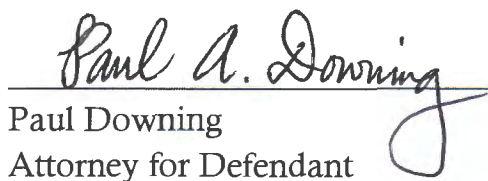
13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

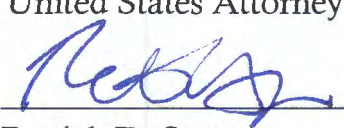
DATED this 23rd day of March, 2018.



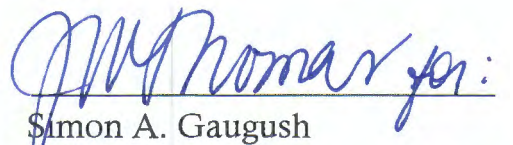
Gregory Allen Douglas, Jr.
Defendant



Paul Downing
Attorney for Defendant

MARIA CHAPA LOPEZ
United States Attorney


Patrick D. Scruggs
Assistant United States Attorney



Simon A. Gaugush
Assistant United States Attorney
Chief, Economic Crimes Section