



U.S. Department of Justice

*United States Attorney
District of Maryland
Southern Division*

*Rod J. Rosenstein
United States Attorney*

*Stuart A. Berman
Chief, Greenbelt Branch*

*400 United States Courthouse
6500 Cherrywood Lane
Greenbelt, MD 20770-1249*

*301-344-4433
301-344-4031
FAX 301-344-4516
stuart.berman@usdoj.gov*

November 3, 2010

William C. Brennan, Jr., Esq.
Brennan Sullivan & McKenna LLP
6305 Ivy Lane, Suite 700
Greenbelt, Maryland 20770

Re: United States v. Frank P. Jenkins, II,
Criminal No. _____

Dear Mr. Brennan:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by 3:00 pm on November 8, 2010, it will be deemed withdrawn. The terms of the agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to plead guilty to an eight-count information, which will charge him with wire fraud, in violation of 18 U.S.C. § 1343, and mail fraud, in violation of 18 U.S.C. § 1341. The Defendant admits that he is, in fact, guilty of these offenses and will so advise the Court.

Elements of the Offenses

2. The elements of the offenses to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows: (1) there was a scheme or artifice to defraud or to obtain money or property by materially false and fraudulent pretenses, representations or promises; (2) the defendant knowingly and willfully participated in the scheme or artifice to defraud, with knowledge of its fraudulent nature and with specific intent

to defraud; and (3) in execution of that scheme, the defendant used or caused the use of the interstate wires [wire fraud] or the United States mails [mail fraud].

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is imprisonment for 20 years; a fine of \$250,000 or the greater of twice the gross gain or gross loss, and three years of supervised release. In addition, the Defendant must pay \$800 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.¹ If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to

¹ Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt and to the following applicable sentencing guidelines factors:

a. The base offense level is **7**, pursuant to U.S.S.G. § 2B1.1(a)(1).

b. A **16**-level upward adjustment applies, pursuant to U.S.S.G. § 2B1.1(b)(1)(I), because the loss amount associated with relevant conduct was more than \$1 million but not more than \$2.5 million.

c. A **2**-level upward adjustment applies, pursuant to U.S.S.G. § 3B1.3 because the defendant abused a position of trust and special skills in a manner that significantly facilitated the commission and concealment of the offense. The adjusted offense level is **25**.

d. This Office does not oppose a **2**-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1**-level decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. The final offense level is **22**.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute. The Defendant reserves the right to seek a downward departure relating to his mental health and psychiatric condition. If the Defendant intends to argue for any factor that could take the sentence outside of the advisory guidelines range, he will notify the Court, the United States Probation Officer and government counsel at least ten days in advance of sentencing of the facts or issues he intends to raise.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a sentence within the guidelines range as determined by the Court.

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Restitution

11. The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement. With respect to one of the victims, the estate of M.P.J., any order of restitution shall take into account the payment to the estate of \$451,238.39 from the Treasurer's Office of Charles County, in the form of a check dated July 2, 2010. The payment consisted of funds previously seized from the defendant's bank accounts.

Collection of Financial Obligations

12. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office prescribes and as it directs. The Defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

Licensure

13. The Defendant understands and agrees that the status of his professional license is not a subject of this agreement and is a matter solely within the discretion of the appropriate licensing authority.

Tax Liability

14. The Defendant understands that this agreement does not resolve any criminal or civil tax liability that he may have, and that this agreement is with the United States Attorney's Office, not with the Internal Revenue Service. The Internal Revenue Service is not a party to this agreement and remains free to pursue any and all lawful remedies it may have.

Waiver of Appeal

15. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment above the advisory guidelines range resulting from an adjusted base offense level of **22**; (ii) and this Office reserves the right to appeal any term of imprisonment below the advisory guidelines range resulting from an adjusted base offense level of **22**.

c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

d. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

16. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

17. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

18. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The State's Attorney's Office for Charles County, Maryland agrees that it will not prosecute the Defendant for any other violations of criminal law that arise from the facts stipulated by the Defendant and this Office, attached hereto and incorporated herein, that form the basis of this plea agreement. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein
United States Attorney

By: _____
Stuart A. Berman
Assistant United States Attorney

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

Date

Frank P. Jenkins, II

I am Frank P. Jenkins, II's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

Date

William C. Brennan, Jr., Esq.

ATTACHMENT A: STATEMENT OF FACTS – FRANK P. JENKINS, II

The United States and Defendant Frank P. Jenkins, II stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case proceeded to trial.

Prior to September 15, 2009, defendant **FRANK P. JENKINS, II** (“**JENKINS**”) was an attorney licensed to practice law in the State of Maryland and a resident of Charles County, Maryland. Defendant **JENKINS** did business as Frank P. Jenkins, PC, Attorney-at-Law, in LaPlata, Maryland, and also utilized the business names The Jenkins Group, Inc., Jenkins Real Estate, Inc. and Exit Prom Homes Realty. On or about September 15, 2009, defendant **JENKINS** was disbarred by consent by the Court of Appeals of Maryland.

Beginning no later than in or about 2006, and continuing until in or about 2009, in the District of Maryland and elsewhere, defendant **FRANK P. JENKINS, II** knowingly and willfully devised and intended to devise a scheme and artifice to defraud clients of his law practice and lenders in real estate transactions, and to obtain the clients’ and lenders’ money and property by means of materially false and fraudulent pretenses, representations and promises (“the scheme to defraud”). It was part of the scheme to defraud that defendant **JENKINS** would:

- * cause clients to transfer money into bank accounts that he controlled and then embezzle the funds for his own purposes rather than fulfill his fiduciary obligations to his clients;
- * make false statements to his clients, including but not limited to false statements about his handling of estates and civil litigation, and provide them with fictitious and fraudulent documents, including but not limited to fraudulent deeds and deeds of trust relating to real property;
- * forge the signatures of his clients, including but not limited to signatures on court documents such as consent judgments;
- * use funds embezzled from clients for his own personal expenses and, in some instances, to repay other clients whom he had previously defrauded; and
- * conduct fraudulent real estate transactions and obtain loans based on false representations that the loans were secured by real property that he owned.

In the transactions described below, all wire transfers were cleared through the Federal Reserve System’s Fedwire Funds Service, a real-time gross settlement service that routes wire transfers in interstate commerce through a processing center in East Rutherford, New Jersey. All checks were processed as digital images through the Federal Reserve System and the Federal Reserve Bank of Richmond, Virginia. The wire transfers and check clearing involved interstate

commerce. All victims are identified by their initials.

Estate of M.P.J.

On or about May 4, 2009, M.P.J., who was terminally ill, hired **JENKINS** to handle her estate and paid him a \$4,000 retainer. M.P.J. died on July 10, 2009. On or about July 10, 2009, M.P.J.'s personal representative, B.J., contacted **JENKINS** and advised that the decedent maintained four bank accounts at local banks with a total balance of \$899,712.29. **JENKINS** instructed the personal representative to transfer money from the bank accounts into an escrow account ****3058 at Chevy Chase Bank in the name Jenkins Group Escrow, Estate of M.P.J. ("the **JENKINS** Chevy Chase escrow account"). At the defendant's direction, the following wire interstate wire transfers were from accounts in the name of M.P.J. into the **JENKINS** Chevy Chase escrow account:

<u>Date</u>	<u>Amount</u>	<u>Originating account</u>
July 24, 2009	\$278,189.87	County First Bank
July 24, 2009	\$280,377.54	PNC Bank
July 24, 2009	\$144,948.80	Maryland Bank and Trust

Between on or about June 10, 2009 and August 24, 2009, defendant **JENKINS** opened six new accounts at Chevy Chase Bank, in his name or the name of Jenkins Group, Inc. On or about August 24, 2009, he opened an account ****3139 with a \$100,000 transfer from the **JENKINS** Chevy Chase escrow account, followed by an additional transfer of \$250,000 from the **JENKINS** Chevy Chase escrow account. Also on or about July 24, 2009, the personal representative gave **JENKINS** a SunTrust Bank cashier's check in the amount of \$195,596.08, payable to the estate of M.P.J. Defendant **JENKINS** used this check to make an initial deposit into account ****3147. The total amount of funds transferred from the estate of M.P.J. into defendant **JENKINS**'s Chevy Chase accounts was \$899,112.29.

In or about September 2009, defendant **JENKINS** admitted to the personal representative that he had used \$375,000 of M.P.J.'s estate funds to conduct a real estate transaction. He promised to repay the funds. On or about September 8, 2009, defendant **JENKINS** gave the personal representative a fraudulent document that purported to be a \$375,000 deed of trust to real property in St. Mary's County, Maryland, which he claimed was the property purchased with estate funds. Defendant **JENKINS** never filed the deed of trust and in fact had fraudulently acquired the property before M.P.J.'s death.

Defendant **JENKINS** used funds from the M.P.J. estate for personal and business expenditures, including but not limited to repaying money taken from other clients and purchasing tickets to Washington Capitals hockey games. On or about September 9, 2009, the Charles County Sheriff's Office executed seizure warrants for defendant's Chevy Chase Bank accounts. They recovered \$582,044.13 from three of the accounts. On or about July 2, 2010, Treasurer's Office of Charles County issued a check in the amount of \$451,238.39 to the M.P.J. estate.

Estate of P.H.

On or about June 1, 2007, P.H. died. The personal representative of P.H.'s estate hired defendant **JENKINS** to handle the estate. Defendant **JENKINS** instructed the personal representative to close existing bank accounts and transfer the funds to defendant's escrow account. On or about the dates listed below, defendant **JENKINS** caused the following funds to be deposited into accounts he maintained at Bank of America:

<u>Date</u>	<u>Amount</u>	<u>Instrument</u>
July 22, 2008	\$106,906.89	Wachovia Bank cashier's check dated July 21, 2008 payable to personal representative
July 23, 2008	\$293,911.51	Wachovia Bank cashier's check dated July 23, 2008 payable to estate of P.H.
August 12, 2008	\$157,629.06	Pentagon Federal Credit Union cashier's check dated July 29, 2008 payable to personal representative
October 30, 2008	\$275,558.89	PNC Bank cashier's check dated October 22, 2008 payable to personal representative

In addition, at the defendant's direction, on or about September 23, 2008, defendant **JENKINS** caused a wire transfer in the amount of \$246,566.13, representing the proceeds of the sale of real property in Temple Hills, Maryland owned by P.H.'s estate, to be made from PNC Bank into one of defendant **JENKINS**'s Bank of America accounts.

The total amount of funds transferred from the estate of P.H. into defendant **JENKINS**'s Bank of America accounts was \$1,080,572.40. Defendant **JENKINS** misappropriated the funds from P.H.'s estate for his own use, including but not limited to additional purchases from the Washington Capitals as well as payments of an American Express bill. Defendant **JENKINS** also charged the estate of P.H. \$47,000 in legal fees, and his transactions generated improper commissions of \$15,020 and bond premiums of \$1,028. By September 2009, only \$1,200 of the estate funds remained in defendant's accounts.

Civil Judgment Against P.W.

Beginning in 2006, defendant **JENKINS** represented P.W. in a civil lawsuit filed in the Circuit Court for Charles County. On September 27, 2007, a judgment for \$50,000 was entered against P.W. The mother of P.W., J.M., agreed to pay the judgment. On or about November 1, 2007, J.M. purchased a \$50,000 cashier's check from Bank of America to pay off the judgment. Defendant **JENKINS** caused the check to be made payable to him and, also on or about

November 1, 2007, deposited it into a PNC Bank account in the name of his law practice. The clearing process for the check involved the use of interstate wires. In May 2009, counsel for the judgment creditor advised P.W. that the judgment had not been paid. After being contacted by P.W. and J.M., defendant **JENKINS** gave J.M. a check for \$52,500 drawn on an account in the name of his law practice. The check was returned for insufficient funds. Defendant **JENKINS** then purchased a Chevy Chase Bank cashier's check, dated August 3, 2009 in the amount of \$52,500, using funds that he embezzled from the M.P.J. estate discussed previously. The check was made payable for counsel for the judgment creditor.

D.G.M. Real Estate Transaction

In 2009, D.G.M., D.C.M. and N.M. hired defendant **JENKINS** to transfer title to real property located in Mechanicsville, St. Mary's County, Maryland ("the Mechanicsville property") to D.M., with a life interest for D.C.M. and N.M. D.C.M. instructed defendant **JENKINS** to pay off the outstanding balance of the mortgage with Bank of America, in the amount of \$51,545.11. On or about February 19, 2009, a check for \$51,860.11 from D.C.M.'s Bank of America account was written, payable to defendant **JENKINS**, to pay off the mortgage debt. The same day, defendant **JENKINS** conducted a real estate settlement relating to the Mechanicsville property and deposited the \$51,860.11 check into a Bank of America account in the name of Jenkins Real Estate, Inc. Defendant **JENKINS** never paid off the mortgage and instead embezzled the funds for his own purposes. In May 2009, Bank of America advised D.G.M. that no payments had been made on the mortgage since March 2009. When he questioned defendant **JENKINS**, the defendant sent D.C.M. a check for \$53,000 in June 2009. The check was returned for insufficient funds. In July 2009, defendant **JENKINS** used funds embezzled from the M.P.J. estate to purchase three Chevy Chase Bank cashier's checks which he gave to D.G.M., in the amounts of \$53,400, \$2,500, and \$1,673.43.

Estate of B.V.L.

In or about February 2009, F.L. hired defendant **JENKINS** to handle the estate of his late wife, B.V.L., who had died on or about November 20, 2008. Defendant **JENKINS** instructed F.L. to close out an existing bank account and give him a check for the balance. On or about March 10, 2009, F.L. gave defendant **JENKINS** a cashier's check in the amount of \$32,000 drawn on Maryland Bank and Trust Company. Defendant **JENKINS** deposited the check into a Bank of America account in the name of Jenkins Real Estate, Inc. The clearing process for the check involved the use of interstate wires. F.L. later paid an addition \$2,200 to defendant **JENKINS**, allegedly for the cost of newspaper advertisements. The defendant embezzled the funds and never made any payments from the estate to F.L.

Civil Litigation Involving G.P., N.P, Sa. P. and Sh. P.

In 2005, G.P., N.P, Sa. P. and Sh. P. ("the P family clients ") retained defendant **JENKINS** to represent them in connection with the purchase of a liquor store in St. Mary's County, Maryland. They paid the defendant \$1,000 to handle a real estate contract and to negotiate the purchase of the store. The P family clients also paid a \$15,000 down payment. The store purchase fell through and

the clients did not succeed in regaining their down payment. They then paid defendant **JENKINS** \$5,000 to file a civil complaint. Defendant **JENKINS** filed a complaint in the Circuit Court for Charles County, which was dismissed for lack of jurisdiction.

The other parties to the liquor store transaction (“the plaintiffs”) then sued the P family clients in St. Mary’s County for breach of contract. Defendant **JENKINS** did not defend the case, did not share discovery materials with them, and did not notify them of court hearings and the entry of a default judgment. He urged the P family to sign a settlement agreement in which they would pay \$150,000 in damages. They refused to do so. On or about June 3, 2009, when the case was set for trial, defendant **JENKINS** forged the signatures of the P family clients to a Consent Judgment, which was filed in the Circuit Court for St. Mary’s County on or about June 4, 2009 and entered by the court. The judgment provided that the P family defendants would be liable to the plaintiffs for \$150,000, but that the plaintiffs agreed not to execute on the judgment so long as the P family defendants paid \$100,000, in three installments, by July 22, 2009. Defendant **JENKINS** gave plaintiffs’ counsel a check for \$100,000, dated June 5, 2009, drawn on one of his Bank of America accounts. An attorney for defendant **JENKINS** later told the plaintiffs’ attorney not to cash the check because “it was no good.”

As part of the civil case, on or about June 4, 2009, the Circuit Court for St. Mary’s County mailed copies of the Consent Judgment to all counsel and to G.P. and Sa.P.

The P family clients retained new counsel and moved to vacate the judgment. They eventually settled the breach of contract case by paying \$95,000.

**Fraudulent Real Estate Transaction with C.T. and L.T.
and Fraudulent Loan Application to Equity Lending, LLC**

In or about late 2008 and early 2009, defendant **JENKINS** negotiated with C.T. and L.T. to purchase real property on Golden Thompson Road in Avenue, St. Mary’s County, Maryland (“the Avenue property”). On or about May 12, 2009, defendant **JENKINS** entered into a contract to purchase the property from C.T. and L.T. for \$300,000 in cash. At the closing on or about May 20, 2009, defendant **JENKINS** conducted a settlement at which his law firm prepared all documents. At the settlement, defendant **JENKINS** did not produce the funds, but induced C.T. and L.T. to sign a deed transferring the Avenue property to him by representing that he would pay them at a later date and would sign a deed of trust and promissory note. Defendant **JENKINS** then recorded the deed but did not record the deed of trust. On or about June 29, 2009, after defendant **JENKINS** submitted the deed for recording, the Circuit Court for St. Mary’s County in Leonardtown, Maryland mailed a copy of the recorded fee simple deed to defendant **JENKINS** in LaPlata, Maryland.

In or about July 2009, defendant **JENKINS** applied for a refinance loan on the Avenue property from Equity Lending, LLC of Reisterstown, Maryland. In Uniform Residential Loan Application, defendant **JENKINS** fraudulently represented that he owned the Avenue property in fee simple. On or about August 21, 2009, a settlement was conducted with respect to the loan transaction. Defendant **JENKINS** received a check in the amount of \$128,654.19 from Cartier

Federal Title, LLC. Defendant **JENKINS** deposited the check into one of his accounts at Chevy Chase Bank, where it was posted on or about August 25, 2009.

On or about March 18, 2010, the Circuit Court for St. Mary's County entered an order rescinding the May 20, 2009 deed and declaring C.T. and L.T. to be the owners in fee simple absolute of the property *nunc pro tunc* from prior to May 20, 2009 and awarding them \$150,000 in compensatory damages, \$150,000 in punitive damages, and \$8,186.58 in attorney's fees.

* * *

The total intended loss relating to defendant **JENKINS**'s embezzlement of funds from these transactions was more than \$1,000,000 but less than \$2,500,000.

Date

Frank P. Jenkins, II