

FILED at 11:16 A.M.
Dec 10, 2012
JK
Deputy/Scheduling Clerk
U.S. District Court
Middle District of Georgia

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION**

UNITED STATES OF AMERICA : **Crim. No. 1:12-CR-17(WLS)**
:
: **v.** :
:
: **SIDNEY L. HALL** :
:
: _____ :
:

PLEA AGREEMENT

It is agreed by the United States of America, by and through its undersigned attorney, and SIDNEY L. HALL, hereinafter referred to as "Defendant," and Defendant's undersigned attorney, as follows:

(1)

Defendant acknowledges that Defendant has reviewed and discussed the charges against Defendant in this matter with Defendant's attorney and Defendant's attorney has explained to Defendant his understanding of the government's evidence.


(2)

The Defendant understands that Defendant is not required to plead guilty, and that Defendant has the right to plead not guilty and to elect instead to be tried by jury. The Defendant understands that at a jury trial, Defendant would enjoy a presumption of innocence, and that the government would have the burden of proving Defendant's guilt beyond a reasonable doubt. The Defendant understands

jc

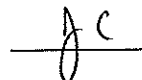
that Defendant would be entitled to the services of a lawyer at all stages of such a trial. The Defendant understands that Defendant would be entitled to confront and to cross-examine the government's proof, and to present witnesses and evidence in Defendant's own behalf. The Defendant understands that Defendant would have the right to testify in Defendant's own behalf, but that Defendant could not be compelled to do so. Defendant has discussed these rights with Defendant's attorney. Defendant is satisfied with the services of Defendant's lawyer. Defendant knowingly and voluntarily waives Defendant's right to plead not guilty and to proceed to trial.

The United States Attorney and the Defendant understand and agree that the Court should consider its sentence in light of the advisory Federal Sentencing Guidelines, as explained in United States v. Booker, 543 U.S. 220 (2005). Defendant knowingly and voluntarily waives any further objections that Defendant may have based on Booker, Apprendi v. New Jersey, 530 U.S. 466 (2000), and their progeny. So the Defendant agrees that at sentencing the Court may determine any pertinent fact by a preponderance of the evidence and the Court may consider any reliable information, including hearsay. The Defendant expressly waives any claim of right to an indictment, trial by jury, and/or proof beyond a reasonable



Defendant's initials

Defense counsel's initials



AUSA's initials

doubt on any factual determinations that pertain to sentencing in this case.

(3)

Defendant being fully cognizant of Defendant's rights, and in exchange for the considerations to be made by the United States as set forth in paragraph (4) below, agrees pursuant to Rule 11, Federal Rules of Criminal Procedure, as follows:

(A) Defendant is guilty and will knowingly and voluntarily enter a plea of guilty to:


- **Count One of the Indictment which charges Defendant with Bank Fraud, in violation of 18 U.S.C. § 1344(1) and (2); and**
- **Count Fourteen of the Indictment which charges the Defendant with Aggravated Identity Theft, in violation of 18 U.S.C. § 1028A.**

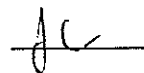
That Defendant fully understands that Defendant's plea of guilty as set forth in Subparagraph (A), above, will subject Defendant to the following penalties:

(1) **Plea of Guilty to Count One, 18 U.S.C. § 1344(1) and (2):**

- **a maximum term of imprisonment of Thirty (30) years;**
- **a maximum fine of One Million Dollars (\$1,000,000.00) or both;**
- **a term of supervised release of Five (5) years; and**

 Defendant's initials

 Defense counsel's initials

 AUSA's initials

- a mandatory assessment of \$100.00.

(2) Plea of Guilty to Count Fourteen, 18 U.S.C. § 1028A:

- a two (2) year consecutive term of imprisonment to the penalty for the underlying offense;
- a maximum fine of Two Hundred Fifty Thousand Dollars (\$250,000.00) or both;
- a term of supervised release of One (1) year; and
- a mandatory assessment fee of \$100.

(B) The Defendant acknowledges and understands that the Court is not bound by any estimate of the probable sentencing range that Defendant may have received from Defendant's counsel, the government, or the Probation Office. The Defendant further acknowledges and agrees that Defendant will not be allowed to withdraw Defendant's plea because Defendant has received an estimated guideline range from the government, Defendant's counsel, or the Probation Office which is different from the guideline range computed by the Probation Office in the Presentence Report and found by the Court to be the correct guideline range.

(C) The Defendant understands fully and has discussed with Defendant's attorney that the Court will not be able to consider or determine an advisory




Defendant's initials

Defense counsel's initials

4




AUSA's initials

guideline sentencing range until after a pre-sentence investigative report has been completed. The Defendant understands and has discussed with Defendant's attorney that the Defendant will have the opportunity to review the pre-sentence investigative report and challenge any facts reported therein. The Defendant understands and has discussed with Defendant's attorney that any objections or challenges by the Defendant or Defendant's attorney to the Pre-Sentence Report, the Court's evaluation and rulings on that Report, or the Court's sentence, will not be grounds for withdrawal of the plea of guilty.


(D) Defendant understands and has discussed with Defendant's attorney that after the Court considers the advisory guideline range for this case, the Court will have the discretion to impose a sentence that is more severe or less severe than the advisory guideline range.

(E) Defendant agrees to provide a check for the mandatory assessment at the time of sentencing.

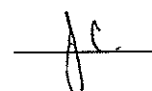
(F) **Waiver of Appeal:** The Defendant understands that ordinarily Title 18, United States Code, Section 3742, will in certain cases allow for a direct appeal after sentencing followed by the Court of Appeals' limited review of a Defendant's sentence. But once this agreement is accepted and sentence is imposed by the



Defendant's initials



Defense counsel's initials



AUSA's initials


District Court, Defendant by this agreement forever waives any right to an appeal or other collateral review of Defendant's sentence in any court. However, in the event that the District Court imposes a sentence that exceeds the advisory guideline range, then the Defendant shall retain only the right to pursue a timely appeal directly to the Court of Appeals after the District Court imposes its sentence. In the event that the Defendant retains the right to a direct appeal, that right is limited to appealing sentencing issues only.

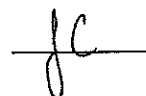
The Defendant and the United States Attorney agree that nothing in this plea agreement shall affect the government's right or obligation to appeal as set forth in Title 18, United States Code, Section 3742(b). If, however, the United States Attorney appeals the Defendant's sentence pursuant to this statute, the Defendant is released from Defendant's waiver of Defendant's right to appeal altogether.

(G) Defendant understands, and has fully discussed with Defendant's attorney, that the Court will order mandatory restitution in this case pursuant to 18 U.S.C. § 3663A, the exact amount to be determined by the Court at sentencing.

(H) The defendant and the government stipulate and agree that there was no detected or identified biological evidence obtained during the investigation and prosecution of the matter which is subject to DNA testing. The defendant further

 Defendant's initials

 Defense counsel's initials


 AUSA's initials

agrees that all evidence obtained in this investigation and prosecution may be destroyed or returned to its rightful owner.

(I) Defendant agrees to provide complete, candid, and truthful statements to law enforcement officers regarding defendant's involvement and the involvement of all others involved in the charges alleged in the present Indictment as well as any and all criminal violations about which the defendant has knowledge or information and that such information provided will be pursuant to and covered by this agreement. The defendant further agrees to provide complete, candid, and truthful testimony regarding such matters in any proceeding. The defendant understands that this agreement does not require the defendant to implicate any particular individual or individuals or to "make a case," rather it requires the defendant to be truthful and to testify truthfully whenever called upon.

(J) The United States of America and defendant hereby agree that any breach of this agreement by the defendant occasioned by a failure to cooperate, by withholding information, giving of false information, perjury, or failure to testify in any judicial proceeding in connection with the individuals, matters, and transactions referred to in the indictment, would: (a) not relieve the defendant of defendant's plea of guilty; (b) permit the government to reinstate and proceed with


_____ Defendant's initials


_____ Defense counsel's initials



_____ AUSA's initials

prosecution on any other charges arising from the matters referred to in this Information; (c) permit the government to instigate and proceed with the prosecution of any other offenses arising from a breach of this agreement, including perjury, false declaration, false statement, and/or obstruction of justice; and (d) permit the government to utilize against the defendant in any subsequent judicial proceeding any and all statements made by the defendant. If a legitimate issue arises as to whether or not there has been a breach of this agreement, said question shall be determined by the United States District Court for the Middle District of Georgia ("MDGA".) The burden of establishing such a breach shall be upon the United States and shall be established by a preponderance of the evidence. The Federal Rules of Evidence shall not apply in any hearing to establish such a breach, but evidence shall be admitted and excluded at the Court's discretion.


(4)

In exchange for the consideration set forth in Paragraph (3) above, the United States Attorney for the Middle District of Georgia agrees as follows:

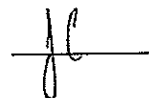
(A) That he will accept the plea of guilty by Defendant as provided in Paragraph (3)(A), above, in full satisfaction of all possible federal criminal



Defendant's initials



Defense counsel's initials



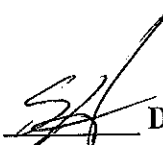
AUSA's initials

charges, known to the United States Attorney at the time of Defendant's guilty plea, which might have been brought solely in this district against the Defendant.


(B) If the Defendant affirmatively manifests an acceptance of responsibility as contemplated by the Sentencing Guidelines, the United States Attorney will recommend to the Court that the Defendant receive a downward adjustment in the advisory guideline range. But the decision whether the Defendant will receive any sentence reduction for acceptance of responsibility rests within the Court's discretion. The United States expressly reserves its right to furnish to the Court information, if any, showing that the Defendant has not accepted responsibility, including, but not limited to, denying Defendant's involvement, giving conflicting statements as to Defendant's involvement, or engaging in additional criminal conduct including personal use of a controlled substance.

(C) That he further agrees, pursuant to Rule 11(c) Federal Rule of Criminal Procedure, to move the Court at the time of sentencing to dismiss the remaining count of the Indictment.

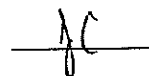
(D) That he further agrees, if the defendant cooperates truthfully and completely with the government, including being debriefed and providing truthful



Defendant's initials





Defense counsel's initials

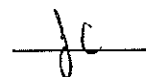


AUSA's initials

testimony, at any proceeding resulting from or related to defendant's cooperation, to make the extent of the defendant's cooperation known to the sentencing court. If the defendant is not completely truthful and candid in his cooperation with the Government, the defendant may be subject to prosecution for perjury, false statements, obstruction of justice, and/or any other applicable charge. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" pursuant to 18 U.S.C. Section 3553(c) and/or Section 5K1.1 of the advisory Sentencing Guidelines warranting a government motion at the time of sentencing recommending a downward departure from the advisory guideline range. If the cooperation is completed subsequent to sentencing the Government agrees to consider whether such cooperation qualifies as "substantial assistance" pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure warranting the filing of a motion for reduction of sentence within one year of the imposition of sentence. In either case, the defendant understands that the determination as to whether defendant has provided "substantial assistance" rests solely with the Government. Any good faith efforts on the part of the defendant that do not substantially assist in the investigation or prosecution of another person who has committed a crime

 Defendant's initials

 Defense counsel's initials


 AUSA's initials

will not result in either a motion for downward department from the advisory guideline range or a Rule 35 motion. In addition, should the defendant fail to cooperate truthfully and completely with the Government, or if the defendant engages in any additional criminal conduct, the defendant shall not be entitled to consideration pursuant to this paragraph.

(E) Pursuant to Section 1B1.8 of the United States Sentencing Guidelines, the Government agrees that any self-incriminating information which was previously unknown to the Government and is provided to the government by the defendant in connection with defendant's cooperation and as a result of the defendant's plea agreement to cooperate will not be used in determining the advisory guideline range. Further, the government agrees not to bring additional charges against the defendant, with the exception of charges resulting from or related to violent criminal activity, as defined in 18 U.S.C. § 924e(2)(B)(1), based on any information provided by the defendant in connection with the defendant's cooperation, which information was not known to the government prior to said cooperation. This does not restrict the government's use of information previously known or independently obtained for such purposes.

(5)

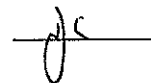
11



CP

Defendant's initials

Defense counsel's initials



AUSA's initials

Nothing herein limits the sentencing discretion of the Court.


(6)

This agreement constitutes the entire agreement between the Defendant and the United States, and no other promises or inducements have been made, directly or indirectly, by any agent of the United States, including any Assistant United States Attorney, concerning any plea to be entered in this case. In addition, Defendant states that no person has, directly or indirectly, threatened or coerced Defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

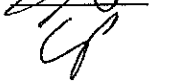
(7)

As an aid to this Court, the United States Attorney and the Defendant, by and through Defendant's counsel, enter into the following Stipulation of Fact. This stipulation is entered into in good faith with all parties understanding that the stipulation is not binding on the Court. Under U.S.S.G. Policy Statement Section 6B1.4(d), this Court may accept this stipulation as written or in its discretion with the aid of the Pre-Sentence Report determine the facts relevant to sentencing.

Subject to the above paragraph, the United States Attorney and the Defendant stipulate and agree that the following facts could be proved at trial

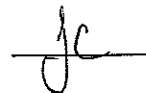


Defendant's initials



Defense counsel's initials

12



AUSA's initials

beyond a reasonable doubt:


1) Defendant Hall and His Aircraft Businesses:

Defendant Sidney L. Hall is a former Albany businessman who acted as an aircraft broker for small airplanes at the Dawson Municipal Airport, Terrell County, Georgia, within the MDGA. He operated two business entities, now defunct, which he alone controlled, "Sid Hall Enterprises, Inc.," and "Southern Aircraft International, L.L.C." Hall and these business entities (hereafter collectively "Hall") would typically obtain a bank loan to purchase an airplane, make certain repairs to the plane, and then attempt to resell the plane at a profit.


2) The Defrauded Banks:

Hall obtained loans from the following seven banks (hereafter collectively "the banks") all of which were insured by the FDIC at the time of the offenses in the indictment, and all of which were located within the MDGA.

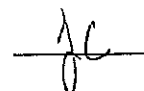
- a. First State Bank of Blakely;
- b. Bank of Dawson;
- c. SB&T;
- d. FirstState Bank;
- e. Flint River National Bank;



Defendant's initials



Defense counsel's initials




AUSA's initials

- f. Bank of Terrell;
- g. Peoples South Bank.

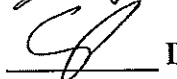
3. The Scheme to Defraud:

The scheme began on February 4, 2008, and continued until August 14, 2009. During the scheme, Hall obtained 70 bank loans for 21 aircraft at the seven different banks listed above. The government's submits its evidence shows that the intended loss for all seven banks is \$2.8 million. Restitution is estimated by the government at \$2.7 million. However, Hall reserves the right to attempt to show at sentencing that the loss amounts submitted by the government, intended loss, actual loss and restitution should be smaller. The government will not contend that any good faith dispute over the calculation of these amounts by defendant Hall should result in a loss of acceptance of responsibility.

Hall devised a scheme to lead the lending bank to believe it would have a valid first position lien on the aircraft. In the first 12 counts of the indictment, the same aircraft was pledged as security at more than one bank. The second and all subsequent banks in line all were deceived into believing that they had a first position lien on the aircraft in question. In fact, only the first bank had a valid lien. The other banks in line were all defrauded into loaning money under false



Defendant's initials



Defense counsel's initials



AUSA's initials

pretenses. The defendant admits that he knowingly committed all the offenses as set forth in the indictment and in this plea agreement.

3) The FAA and Recording of Aircraft Liens:

Liens on all aircraft registered in the United States are supposed to be filed with the Federal Aviation Administration ("FAA") in Oklahoma City. ~~As part of the scheme to defraud Hall, caused the liens on aircraft he had financed through the seven Georgia banks not to be filed with the FAA.~~ Thus, when a subsequent bank looked at the FAA records for existing liens on a certain airplane, they would find no record. Accordingly, the bank would loan Hall money for the purchase of the aircraft. On two occasions, counts fourteen and fifteen of the indictment, Hall forged the signatures of bank officers on releases of liens. He then sent the forged release of liens sent to the FAA. These acts form the basis for aggravated identity theft, counts fourteen and fifteen.

RWC
[Signature]

4) Facts Proving Count One:

On June 9, 2008, Hall obtained a loan from the Bank of Dawson in the amount of \$46,133 which he represented to be for the purchase of aircraft #N1762T. The defendant concealed from the Bank of Dawson the fact that on June 4, 2008, he had already obtained a loan on the same aircraft from First State

[Signature]
 Defendant's initials
 Defense counsel's initials

[Signature]
 AUSA's initials

Bank of Blakely, and had already pledged this same aircraft as collateral to that bank. Thus, the Bank of Dawson was deceived into believing it had a loan secured by an aircraft. As set forth in count two, Hall later pledged aircraft N1762T a third time, on July 16, 2008, to SB&T.


5) Facts Related to Count Fourteen, Aggravated Identity Theft:


On October 3, 2008, Hall forged, or caused to be forged, the signature of another person, "BW," on a release of lien relating to aircraft N1762T. This release of lien purported to show that the Bank of Dawson's lien on aircraft N1762T was satisfied or otherwise released. This is the aircraft that the Bank of Dawson loaned Hall money against as set forth in count one and as described herein. BW was a real person, and Hall knew BW to be a loan officer at the Bank of Dawson. Hall used BW's forged name and signature, which are means of identification, in connection with count one of this indictment to obtain by fraud a release of lien on the aircraft. Hall sent, or caused to be sent, the release of lien bearing the forged signature of BW to the FAA in Oklahoma City, Oklahoma.

(8)

ACCEPTANCE OF PLEA AGREEMENT

Defendant understands and has fully discussed with Defendant's attorney

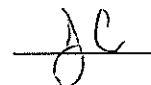




Defendant's initials

Defense counsel's initials

16


_____ AUSA's initials

that this agreement shall become effective only upon the Court's acceptance of this agreement and the Court's acceptance of the plea of guilty by the Defendant.

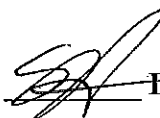
SO AGREED, this 20 day of December, 2012.

MICHAEL J. MOORE
UNITED STATES ATTORNEY




JIM CRANE
ASSISTANT U. S. ATTORNEY

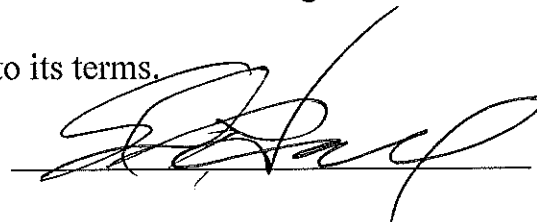
I, SIDNEY L. HALL, have read this agreement and had this agreement read to me by my attorney, CHARLES E. PEELER. I have discussed this agreement with my attorney and I fully understand it and agree to its terms.



Defendant's initials



Defense counsel's initials



AUSA's initials

SIDNEY L. HALL - DEFENDANT

I, CHARLES E. PEELER, attorney for Defendant, SIDNEY L. HALL, have explained the Indictment and the government's evidence received through discovery and my investigation of the charge against the Defendant. I believe Defendant understands the charge against Defendant and the evidence that would be presented against Defendant at a trial. I have read this agreement, have been given a copy of it for my file, and have explained it to Defendant. To the best of my knowledge and belief, Defendant understands this agreement.



CHARLES E. PEELER
ATTORNEY FOR DEFENDANT



Defendant's initials



Defense counsel's initials



AUSA's initials