

AF Approval *AME*

Chief Approval *ats*

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:13-cr-284-Orl-37TBS

REGINALD WAYNE SIBLEY, JR.

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, Acting United States Attorney for the Middle District of Florida, and the defendant, REGINALD WAYNE SIBLEY, JR., and the attorney for the defendant, Angela Parrott, mutually agree as follows:

A. **Particularized Terms**

1. **Counts Pleading To**

The defendant shall enter a plea of guilty to Counts Two and Three of the Indictment. Count Two charges the defendant with illegally piloting of an aircraft in air transportation, in violation of 49 U.S.C. § 46317(a)(1). Count Three charges the defendant with making false statements or representations to a department or agency of the United States, in violation of 18 U.S.C. § 1001(a)(2) and (3).

2. **Minimum and Maximum Penalties**

Count Two carries a maximum sentence of three years imprisonment, a fine of not more than \$250,000, a term of supervised release of not more than 3

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years, and a special assessment of \$100 per felony count. Count Three carries a maximum sentence of five ^{years} imprisonment, a fine of not more than \$250,000, a term of supervised release of at least 3 years, and a special assessment of \$100 per felony count. In addition, the Court can impose all sentences consecutively. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offenses

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

- First: That the Defendant knowingly and willfully served in any capacity as an airman operating an aircraft in air transportation; and
- Second: That the Defendant did so without an airman's certificate authorizing the Defendant to serve in that capacity.

The elements of Count Three are:

- First: That the Defendant made the statement or made or used the document, as charged;
- Second: That the statement or document was false;
- Third: That the falsity related a material matter;
- Fourth: That the Defendant acted wilfully and with knowledge of the falsity; and
- Fifth: That the false statement or false document was made or

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used in relation to a matter within the jurisdiction of a department or agency of the United States, as charged.

4. Counts Dismissed

At the time of sentencing, the remaining count against the defendant, Count One, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

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 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. 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.

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7. 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 not oppose the defendant's request to the Court that the defendant receive a 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.

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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 offenses, 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 offenses, 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 (18 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.

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.

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2. Supervised Release

The defendant understands that the offenses 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. 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 factual information, including the totality of the defendant's criminal activities, if any, not limited to the counts 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.

4. 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 financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises

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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 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.

5. 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

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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 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.

6. 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

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18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

7. 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.

8. 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.

9. 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 and advice

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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.

10. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and

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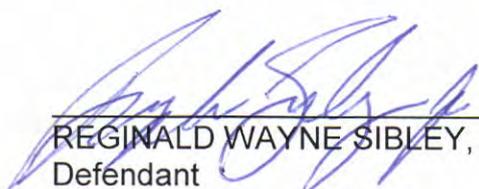
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were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

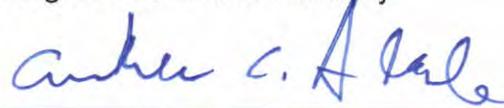
11. Certification

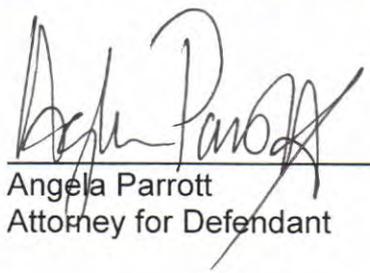
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

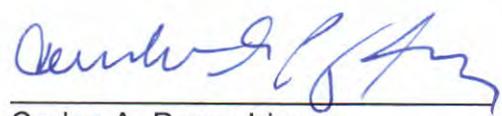
DATED this 29th day of January, 2014.


REGINALD WAYNE SIBLEY, JR.
Defendant

A. LEE BENTLEY, III
Acting United States Attorney


Andrew C. Searle
Assistant United States Attorney


Angela Parrott
Attorney for Defendant


Carlos A. Perez-Irizarry
Assistant United States Attorney
Chief, Orlando Division

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:13-cr-284-Orl-37TBS

REGINALD WAYNE SIBLEY, JR.

PERSONALIZATION OF ELEMENTS

Count Two:

1. On or about October 8, 2009, in Orange County, Florida, in the Middle District of Florida, and elsewhere, did you knowingly and willfully serve in a capacity as an airman operating an aircraft in air transportation, that is, as a pilot in command of a Gulfstream Aerospace G1159B, bearing registration number N179T?

2. Did you do so without an airman's certificate authorizing you to serve in that capacity, that is, as a pilot in command of a Gulfstream class aircraft?

Count Three:

1. On or about June 1, 2009, in Volusia County, Florida, in the Middle District of Florida, and elsewhere, did you make a statement or make or use a document, as charged?

2. Was the statement or document false?

3. Did the falsity relate to a material matter?

4. Did you act wilfully and with knowledge of the falsity?

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5. Was the false statement or false document made or used in relation to a matter within the jurisdiction of a department or agency of the United States, as charged?

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UNITED STATES DISTRICT COURT
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FACTUAL BASIS¹

This case stems from an investigation conducted by the Department of Transportation, Office of Inspector General (DOT-OIG). The investigation revealed that on October 8, 2009, in Orange County, Florida, in the Middle District of Florida, and elsewhere REGINALD WAYNE SIBLEY, JR. (SIBLEY) knowingly and willfully served as pilot in command of an aircraft in air transportation without an airman's certificate authorizing him to serve as a pilot in command for that particular aircraft. Further, on June 1, 2009, in Volusia County, Florida, in the Middle District of Florida, and elsewhere, SIBLEY knowingly and willfully made materially false statements and representations to the Federal Aviation Administration (FAA), which is part of the Department of Transportation, an agency within the executive branch of the United States Government. Some of the details of this investigation are as follows:

¹ The factual basis is prepared by the United States and does not include all of the facts relevant to the defendant's involvement in the crime to which the defendant is pleading guilty and other illegal activities in which the defendant may have been involved.

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At all times material to this case as set forth below and through October 15, 2009, SIBLEY was an Airline Transport Pilot (ATP) and a Flight Instructor (FI), with a Lear Jet rating, which meant the FAA authorized SIBLEY to serve as a pilot in command of Lear Jet aircraft only. The FAA required SIBLEY, as an ATP, to have a First Class Airman Medical Certificate in addition to the pilot certificate. In order to maintain his medical certificate, the FAA required SIBLEY to undergo annual medical examinations to determine his medical fitness to be certified as an ATP. As part of this certification process, SIBLEY submitted FAA airman medical certificate application forms (FAA Form 8500-8) to the FAA, which inquired into SIBLEY's personal history.

On June 1, 2009, at a medical office in Volusia County and other locations, SIBLEY provided the answer "no" on FAA Form 8500-8 in response to a question asking for his history of non-traffic misdemeanors or felonies. SIBLEY also answered "no" on FAA Form 8500-8 in response to a question asking if he had any arrests and/or convictions involving offenses which resulted in attendance at an educational program. These answers, provided by SIBLEY to the FAA on FAA Form 8500-8, were false because, in truth and fact, SIBLEY had at least the following non-traffic convictions for misdemeanors and felonies on dates that preceded his answers on the form:

- (1) On September 15, 2004, in Seminole County, Florida, SIBLEY was convicted of Criminal Use of Personal Identification Information, a felony;
- (2) On May 9, 2006, in Brevard County, Florida, SIBLEY was convicted of (a) Organized Fraud in an amount less than \$20,000, (b) Criminal Use of

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Personal Identification Information, and (c) Grand Theft in the Third Degree, all felonies; and

- (3) On August 15, 2007, in Desoto County, Mississippi, SIBLEY was convicted of Fraudulent Use of a Social Security Number, a misdemeanor.

Official court records for these convictions revealed that SIBLEY had been adjudicated guilty and was present in court when he was sentenced in these matters. In addition, at least one such conviction resulted in his attendance at an educational program. SIBLEY's false statements on FAA Form 8500-8 regarding his prior criminal convictions were material in that the FAA relied on the information he provided in determining how to conduct his medical certification examination and in deciding whether to provide him with the medical certificate he was required to have in order to be an ATP.

Once the FAA learned of SIBLEY'S convictions, the agency sent him a letter informing him of an investigation against him for providing false information on his airman medical certificate application. On October 15, 2009, the agency revoked his airmen certificates based on the false statements he provided on FAA Form 8500-8.

After SIBLEY made the false statements to the FAA and his airmen certificates were revoked, SIBLEY told his state probation officer that the FAA revoked his airman's certificates because he failed to disclose a prior felony conviction on his airman medical certificate applications. SIBLEY further told the probation officer that he knew that if he disclosed his prior convictions to the



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FAA, the FAA would have denied his applications for an airman medical certificate.

The FAA referred the investigation into the false statements SIBLEY provided in his airman medical certificate applications to the DOT-OIG. During that investigation, the agency received complaints that SIBLEY, through his business, Intelijet Air, Inc. (Intelijet) was conducting on-demand commercial flights operated for compensation without the required FAA certification. In order for an air carrier to conduct on-demand commercial or charter flights for compensation, the carrier must undergo a rigorous certification process that involves stringent maintenance, training, and safety requirements, pursuant to Title 14 of the Code of Federal Regulations, Part 135. This type of certification is commonly referred to as a Part 135 certificate. This investigation has revealed that SIBLEY and the business he controlled, Intelijet, never held a Part 135 certificate issued from the FAA and never went through the stringent certification process set forth above. Despite this, SIBLEY leased aircraft, including a Gulfstream Aerospace G1159B, bearing registration number N179T (the Gulfstream aircraft N179T) by representing to others that he and Intelijet held a Part 135 certificate. SIBLEY also used the legitimate Part 135 certificate of Chart Air, Inc. (Chart Air), another air carrier, to represent to customers that he held a Part 135 certificate and that the aircraft he leased, including the Gulfstream aircraft number N179T, had been certified by the FAA for use in on-demand charter flight services for compensation, when in truth and fact, the aircraft had



not been so certified. From approximately April 2009 through October 2009, SIBLEY used the aircraft, including the Gulfstream aircraft number N179T, to conduct on-demand commercial flights operated for compensation and received payment from customers for these flights. SIBLEY represented to others, including the parties he leased the aircraft from, his customers, and his employees, that he was operating under the umbrella of Chart Air's Part 135 certificate and gave the impression that there was a certificate sharing arrangement between SIBLEY and Chart Air.

The president of Chart Air was interviewed during this investigation and revealed the following: In late 2008 or early 2009, he and SIBLEY discussed a joint venture in which SIBLEY would add aircrafts to Chart Air's Part 135 certificate. During these discussions, Chart Air gave SIBLEY an electronic copy of Chart Air's Part 135 certificate. SIBLEY's aircraft and pilots were never added to Chart Air's Part 135 certificate because SIBLEY failed to provide the appropriate paperwork and complete the requested checklist items requested by Chart Air and required by the FAA. As a result, Chart Air did not finalize this business arrangement with SIBLEY. On August 11, 2009, Chart Air sent SIBLEY a cease and desist letter instructing SIBLEY to discontinue any representations he was making regarding a business association between SIBLEY and Chart Air after Chart Air learned that SIBLY was using Chart Air's Part 135 certificate number to conduct commercial charter flights for compensation. According to the president of Chart Air, SIBLEY was not authorized to act as a representative of

Chart Air and did not have permission or authority to operate commercial charter flights under Chart Air's Part 135 certificate.

In September 2009, SIBLEY used Chart Air's Part 135 certificate to bid on a commercial charter flight a customer was seeking through a charter flight broker. The customer agreed to SIBLEY's terms with the understanding that SIBLEY and SIBLEY's aircraft held the proper Part 135 certification from the FAA. On October 8, 2009, SIBLEY acted as pilot in command for the Gulfstream aircraft number N179T, which departed the Orlando Executive Airport, in Orange County, Florida and landed at an airport in Montague, California where SIBLEY planned to have customers board the Gulfstream aircraft number N179T for a multi-destination flight. On this same date, October 8, 2009, the FAA learned that SIBLEY was the pilot in command of the flight from Florida to California and contacted local law enforcement in California for assistance.

Officers from a California law enforcement agency responded to the Siskiyou County Airport, in Montague, California, to interview SIBLEY and the other pilot for the flight to determine who the pilot in command of the Gulfstream aircraft N179T was. Initially, SIBLEY and the other pilot stated that they had "co-control" of piloting the aircraft and provided copies of their airman certificates. Thereafter, the California law enforcement officers contacted the FAA by phone to advise the FAA that SIBLEY and the other pilot had "co-control" of the aircraft. A representative of the FAA spoke to SIBLEY and the other pilot by phone.

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SIBLEY told the FAA representative and his co-pilot that he was recently rated to fly a Gulfstream G1159B as a pilot in command but he did not have his paperwork with him. The FAA informed both SIBLEY and the co-pilot that FAA records indicated that SIBLEY and the co-pilot were not rated to fly Gulfstream aircraft as a pilot in command, and the FAA recommended that SIBLEY and the co-pilot not continue to their next destination until SIBLEY could verify his pilot in command rating status for the Gulfstream aircraft N179T. After speaking to the FAA, SIBLEY boarded his passengers and continued his flight to Burbank, California. Subsequent interviews of the co-pilot from these flights confirmed that SIBLEY was in fact the pilot in command for the Gulfstream aircraft N179T on both flights, including the flight from Orlando, Florida to California. A passenger also confirmed that SIBLEY was the pilot in command for the flight from Montague, California to Burbank, California. The passenger also advised that SIBLEY was supposed to fly the passengers to Los Angeles, California but changed the destination to Burbank, California to avoid the authorities who SIBLEY suspected would be waiting for him in Los Angeles, California. The investigation revealed that SIBLEY was not authorized by the FAA to serve as a pilot in command for the Gulfstream aircraft number N179T on the October 8, 2013 flight from the Orlando Executive Airport to California and other locations because SIBLEY was not rated as a pilot in command for this particular aircraft. SIBLEY's FAA airman certificate authorized him to operate as a pilot in command of Lear Jet aircraft only.

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