

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION**

**UNITED STATES OF AMERICA**

**v.**

**JAMILLA CIAR HALL**  
\_\_\_\_\_ /

**SEALED  
INDICTMENT**

4:20cr16-AW

**THE GRAND JURY CHARGES:**

**COUNT ONE**

**A. INTRODUCTION**

At all times material to this Indictment:

1. The Stanley G. Tate Florida Prepaid College Program (also known as the Florida Prepaid College Plan) (“Florida Prepaid”) sold contracts comprised of one or more prepaid plans covering registration, local fees, tuition differential fees, and/or dormitory fees for future enrollment in a state postsecondary institution at a rate lower than the projected corresponding cost at the time of actual enrollment, pursuant to the provisions of Part IV, Chapter 1009, Florida Statutes.

2. “Beneficiaries” were people for whose benefit Florida Prepaid contracts were executed. A beneficiary may have applied the benefits of a contract toward any eligible educational institution as defined in Section 529 of the Internal Revenue Code.

3. An “account owner” was the person who is designated on the application for purchase of a Florida Prepaid contract as the account owner, unless the owner of the contract was subsequently changed, and who is the owner of record. An account owner was also known as a “purchaser.”

4. The cost of participation in the plans were based primarily on the current and projected fees included in the plan within the Florida College System or the State University System, respectively, the number of credit hours or semesters included in the plan, and the number of years expected to elapse between the purchase of the plan on behalf of a qualified beneficiary and the exercise of the benefits provided in the plan by such beneficiary.

5. The Florida Prepaid College Trust Fund (“Trust Fund”) held the assets of Florida Prepaid. The assets of Florida Prepaid were invested in accounts at The Northern Trust Company (“Northern Trust”) until they were needed to be withdrawn. When Florida Prepaid assets were needed to be withdrawn, the funds were wired from Northern Trust to an account overseen by the State Board of Administration and ultimately transferred to Bank of America, N.A. (“BOA”) from which checks were drawn.

6. To offer its services, Florida Prepaid received the personal identifying information, include names, addresses, email addresses, phone numbers, social security numbers, and dates of birth, of its account owners and beneficiaries.

7. Each Florida Prepaid plan was assigned a unique plan number by Florida Prepaid.

8. Florida Prepaid beneficiaries had up to ten years from their projected college enrollment year to use their Florida Prepaid benefits or their accounts would be terminated. When a Florida Prepaid account was terminated due to expiration of benefits, all funds associated with that account escheated to the Trust Fund. To notify Florida Prepaid account owners that their Florida Prepaid plan would be subject to termination due to expiration of benefits, Florida Prepaid mailed notice to account owners at least one year prior to escheatment and also regularly published a list of account owners having an account scheduled to expire on the Florida Prepaid website.

9. The Florida Prepaid College Board (“FPCB”) administered Florida Prepaid, and its headquarters were located in Tallahassee, Florida.

10. The FPCB was administratively housed within the Florida State Board of Administration, which provided services including check production for Florida Prepaid.

11. The FPCB contracted with Intuition College Savings Solutions (“ICSS”), headquartered in Jacksonville, Florida, to provide customer service and records administration service for Florida Prepaid. Part of the services ICSS provided included the collection and maintenance of personal identifying

information (“PII”), and the processing of requests to change account owners and to terminate Florida Prepaid contracts.

12. **JAMILLA CIAR HALL** was an employee of ICSS from April 4, 2018, until September 27, 2018.

13. Florida Prepaid account owners could make account changes, such as updating their mailing address, email address, and phone number through a Customer Access Portal (“CAP”). The CAP was accessible through the Internet. Account owners could create a CAP profile and unique password. CAP profiles could be linked to existing Florida Prepaid plans using the account owner’s PII.

14. Account owners could transfer ownership of a Florida Prepaid contract to another person. To change ownership of a Florida Prepaid contract, an account owner was required to complete and have notarized a “Change of Account Owner Form,” and remit it to ICSS via mail, facsimile, or through email.

15. Account owners could elect to terminate a Florida Prepaid contract at any time and for any reason. To cancel a Florida Prepaid contract, an account owner was required to complete and have notarized a “Voluntary Cancellation Form,” and remit it to ICSS via mail, facsimile, or through email. Refund proceeds were issued to account owners through checks drawn on BOA accounts which were mailed to account owners by the United States Postal Service.

## **B. THE CHARGE**

Between on or about July 1, 2018, and on or about December 31, 2018, in the Northern District of Florida and elsewhere, the defendant,

**JAMILLA CIAR HALL,**

did knowingly and willfully combine, conspire, confederate, and agree together and with other persons to devise, and intend to devise, a scheme to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme, to cause mail to be sent and delivered by the United States Postal Service and by a private and commercial interstate carrier, in violation of Title 18, United States Code, Section 1341.

## **C. MANNER AND MEANS**

The manner and means by which this conspiracy was committed included the following:

1. **JAMILLA CIAR HALL** accessed the list of Florida Prepaid account owners whose Florida Prepaid accounts were subject to termination and escheatment due to expiration of benefits.
2. **JAMILLA CIAR HALL** used ICSS-issued computers and used ICSS' secure network to access and view the PII of Florida Prepaid account

owners and beneficiaries whose Florida Prepaid accounts were subject to termination and escheatment due to expiration of benefits.

3. **JAMILLA CIAR HALL** created CAP profiles using such PII to fraudulently link to existing Florida Prepaid plans.

4. **JAMILLA CIAR HALL** also used the CAP to fraudulently change mailing addresses, phone numbers, and email addresses associated with existing Florida Prepaid plans.

5. **JAMILLA CIAR HALL** fraudulently completed Change of Account Owner Forms using the PII of Florida Prepaid account owners and beneficiaries. **HALL** then submitted the forms to ICSS and had them submitted to ICSS to be scanned into their system for processing. In doing so, **HALL** fraudulently took over control of these Florida Prepaid accounts.

6. **JAMILLA CIAR HALL** fraudulently completed Voluntary Cancellation Forms using the PII of Florida Prepaid account owners and beneficiaries. **HALL** then submitted the forms to ICSS and had them submitted to ICSS to be scanned into its system for processing.

7. **JAMILLA CIAR HALL** fraudulently caused Florida Prepaid refund checks to be mailed, which she personally cashed or which she gave to others to fraudulently cash.

8. By all of the above described conduct, **JAMILLA CIAR HALL** fraudulently obtained and attempted to obtain approximately \$42,000 in funds to which she was not entitled.

All in violation of Title 18, United States Code, Section 1349.

## **COUNTS TWO THROUGH SIX**

### **A. INTRODUCTION**

The allegations of Section A of Count One are hereby realleged and incorporated by reference as if fully set forth herein.

### **B. THE CHARGE**

Between on or about July 1, 2018, and on or about December 31, 2018, in the Northern District of Florida and elsewhere, the defendant, **JAMILLA CIAR HALL**, did knowingly and willfully devise, and intend to devise, a scheme to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme, did cause mail to be sent and delivered by the United States Postal Service.

### **C. THE FRAUDULENT SCHEME**

The allegations of Section C of Count One are hereby realleged and incorporated by reference as if fully set forth herein.

**D. MAILINGS**

On or about the following dates, for the purpose of executing and attempting to execute the scheme to defraud, the defendant, **JAMILLA CIAR HALL**, knowingly did cause mail to be sent and delivered by the United States Postal Service as set forth below:

<u>COUNT</u>	<u>MAILING DATE</u>	<u>FLORIDA PREPAID ACCOUNT OWNER</u>	<u>MATTER MAILED</u>	
			<u>CHECK NUMBER</u>	<u>AMOUNT</u>
Two	Between on or about September 19, 2018, and on or about September 24, 2018	N.G.	805860	\$12,188.37
Three	Between on or about November 7, 2018, and on or about December 18, 2018	N.H.	811094	\$1,314.40
Four	Between on or about November 14, 2018, and on or about November 16, 2018	S.T.	811811	\$8,433.09
Five	Between on or about November 14, 2018, and on or about November 19, 2018	D.D.	811938	\$12,636.13
Six	Between on or about December 12, 2018, and on or about December 19, 2018	S.G.	815340	\$7,143.25

In violation of Title 18, United States Code, Sections 1341 and 2.



**COUNT SEVEN**

Between on or about August 1, 2018, and on or about December 31, 2018, in the Northern District of Florida and elsewhere, the defendant,

**JAMILLA CIAR HALL,**

did knowingly possess and use, without lawful authority, the means of identification of another person, to wit: the name, date of birth, social security number, address, phone number, email address, and Florida Prepaid plan number of N.G., N.H., S.T., D.D., S.G., and D.R., during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c), to wit: mail fraud, as charged in Counts Two through Six of this Indictment.

In violation of Title 18, United States Code, Section 1028A(a)(1).

**CRIMINAL FORFEITURE**

The allegations contained in Counts One through Seven of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture. From her engagement in the violations alleged in Counts One through Seven of this Indictment, the defendant,

**JAMILLA CIAR HALL,**

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all of the defendant's right, title, and interest in any property, real and personal, constituting,

and derived from, proceeds traceable to such offenses, including, but not limited to, the aggregate sum of approximately \$42,000.

If any of the property described above as being subject to forfeiture, as a result of acts or omissions of the defendant:

- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred, sold to, or deposited with a third party;
- iii. has been placed beyond the jurisdiction of this Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c),

to seek forfeiture of any other property of said defendant up to the value of the  
forfeitable property.

A TRUE BILL:



6/3/2020  
DATE

Handwritten signature of Lawrence Keefe in black ink.

LAWRENCE KEEFE  
United States Attorney

Handwritten signature of Justin M. Keen in black ink.

JUSTIN M. KEEN  
Assistant United States Attorney