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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

UNITED STATES OF AMERICA :
v. :
TAMMARA ANN HALL :
CASE NO. 2:13-cr-139-FIM-30DNF

PLEA AGREEMENT

A. Particularized Terms

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, Tammara Ann Hall, and the attorney for the defendant, Eric C. Padrón, mutually agree as follows:

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with Wire Fraud, in violation of Title 18, United States Code, Section 1343.

2. Indictment Waiver

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

3. Maximum Penalties

Count One is punishable by a maximum term of imprisonment of 20 years, a fine of not more than \$250,000, a term of supervised release of not more than

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3 years, and a special assessment of \$100.00, said special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

4. Elements of the Offense

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

- (1) the defendant knowingly devised or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representations, or promises;
- (2) the false pretenses, representations, or promises were about a material fact;
- (3) the defendant acted with the intent to defraud; and
- (4) the defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

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.

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6. Mandatory Restitution to Victims of Offenses of Conviction

Pursuant to 18 U.S.C. §§ 3663A(a) and (b), defendant agrees to make full restitution to any victim of the offense.

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), the United States agrees to make 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.

8. 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

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applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines. 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.

9. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion

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for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

11. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full,

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complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(3) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(4) The defendant will not be permitted to withdraw the guilty plea to the count to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to the count to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

12. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United

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States Code, Section 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, a money judgment in the amount of \$33,756, representing the amount of proceeds obtained as a result of the offense charged in Count One. The defendant also hereby agrees to waive all constitutional, statutory and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1)(A), the United States and the defendant request that promptly after accepting this Plea Agreement, the Court make a determination that the government has established the amount of the proceeds of the offense to which defendant is pleading guilty is \$33,756 and enter an order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

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The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and U.S.S.G. § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of his cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

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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 offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663 or § 3579, 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. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine

2. Supervised Release

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

3. 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 count

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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/her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he/she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the 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

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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 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

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Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his 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

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any kind. The defendant further acknowledges defendant's understanding of the nature of the offense 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 received from defendant's undersigned counsel. 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 to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel, 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 offense to which defendant has pleaded and 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 below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

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FACTS

Defendant Tammara Ann Hall was County Commissioner, District 4, on the Lee County Board of County Commissioners. Defendant Hall ran for reelection as an incumbent to the Lee County Board of County Commissioners in the November 2, 2010, general election. Defendant Hall established a campaign contribution bank account at Wachovia Bank, and had signatory authority on this account. The name of the account was the Tammy Hall Campaign Account, account number xxxxxxxx6348. Defendant Hall also maintained a personal bank account at Wachovia Bank in her name which had account number xxxxxxxx9887.

During defendant Hall's campaign for reelection, defendant Hall received campaign contributions from persons and entities. Pursuant to Florida state law, defendant Hall was required to accurately and truthfully disclose in quarterly reports to the Florida Department of State detailed itemized campaign contributions and expenditures. Pursuant to Florida state law, defendant Hall was prohibited from using campaign funds on deposit in a campaign account to defray her normal living expenses. Defendant Hall reported to the Florida Department of State that she received approximately \$144,318 in monetary campaign contributions as a candidate for re-election to the Lee County Board of County Commissioners.

During the time period, November 2009, through November 2010, defendant Hall defrauded and intended to defraud contributors to the Tammy Hall campaign by embezzling money from the campaign account and converting the money to her own personal use. Defendant Hall used the money for her personal living expenses which were unrelated to any legitimate campaign expenses. Defendant Hall

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also diverted campaign checks of certain donors to her own personal use by depositing them in her personal Wachovia Bank account and then using the funds to pay for personal living expenses. Defendant Hall fraudulently diverted, embezzled and converted to her own use approximately \$33,756 from the Tammy Hall campaign fund and from campaign donors.

Defendant Hall concealed the diversion and embezzlement of this money by filling out and causing to be filed with the Florida Department of State campaign fund quarterly reports (Campaign Treasurer's Report Summary) wherein she failed to disclose that she had diverted campaign contributions to pay for personal expenses, falsely represented the purpose of the expenditures she made for personal purposes, and falsely omitted certain campaign contribution checks from donors. Defendant Hall fraudulently diverted the campaign donations for private use through various methods, including transferring funds electronically from the campaign bank account to her personal bank account, writing checks from the campaign bank account and depositing said checks into her personal bank account, and depositing directly into her personal bank account certain campaign contribution checks from donors. Defendant Hall spent the diverted and embezzled campaign contribution money to pay personal mortgage payments to Bank of America, and to pay for American Express account expenditures on personal items, including purchases at Nordstrom, Saks Fifth Avenue, Mark Loren Designs, and Club Monaco.

On November 5, 2009, defendant Hall transferred \$1,825 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887

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via check number 1033. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed the purpose to be a payment to reimburse her for a web site. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On January 4, 2010, defendant Hall made an online electronic transfer of \$2,095 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall did not account for this transaction on her Campaign Treasurer's Report Summary, and used the money for personal expenses.

On March 16, 2010, defendant Hall made an online electronic transfer of \$2,000 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment of a consulting fee to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On April 9, 2010, defendant Hall made an online electronic transfer of \$2,000 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment of a consulting fee to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

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On May 7, 2010, defendant Hall made an online electronic transfer of \$3,975 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for a brochure design to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On June 1, 2010, defendant Hall made an online electronic transfer of \$4,565 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for printing to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On June 16, 2010, defendant Hall made an online electronic transfer of \$3,750 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for public relations to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

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On August 9, 2010, defendant Hall made an online electronic transfer of \$4,865 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for printing to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On September 7, 2010, defendant Hall made an online electronic transfer of \$2,000 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for public relations to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

On October 20, 2010, defendant Hall made an online electronic transfer of \$1,345 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for advertising to an advertising/marketing company she used for her campaign. Defendant Hall did not use the money as reported, but instead used the money for personal expenses.

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On October 26, 2010, defendant Hall transferred \$2,785.59 from the Tammy Hall Campaign Account at Wachovia Bank, account number xxxxxxxx6348 to her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887 by check # 1195. Defendant Hall disclosed the transfer on her Campaign Treasurer's Report Summary and claimed that it was a payment for postage. Defendant Hall did not use the money as reported and used the majority of the money for personal expenses, but returned \$800 back to her campaign account on November 3, 2010.

On November 5, 2010, defendant Hall deposited \$1,000 in checks written to the Tammy Hall Campaign directly into her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. The checks were from contributors to her campaign in the amounts of \$500.00 each. Defendant Hall did not disclose either of these campaign contributions in her Campaign Treasurer's Report Summary. She used the money for personal expenses.

On November 16, 2010, defendant Hall deposited \$2,350 in checks written to the Tammy Hall Campaign directly into her Tammy Hall personal account at Wachovia Bank, account number xxxxxxxx9887. The checks were from contributors to her campaign in the amounts of \$250.00, \$200.00, \$100.00, \$500.00, \$500.00, \$500.00 and \$300.00. Defendant Hall did not disclose these campaign contributions in her Campaign Treasurer's Report Summary. She used the money for personal expenses.

In order to complete the electronic transfers from one account to another at Wachovia Bank during the time period covered by the Information, defendant Hall was required to authenticate her access to the transferring account through the

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Wachovia On-Line Banking system. To do so, she had to provide her user name and password or the electronic transfer could not be affected. Wachovia used two primary data centers to host the authentication servers, WEC and SILAS. Both of those data centers were physically located in Winston Salem, North Carolina. Authentication servers were later added to a third data center called OXMOOR which was located in Birmingham, Alabama. Thus, when defendant Hall entered her user name and password, this electronic authentication used servers located outside of Florida, namely in Winston-Salem, North Carolina, or Birmingham, Alabama. Therefore, this electronic authentication required to initiate the online bank transfer was transmitted by wire in interstate commerce.

On February 20, 2012, FBI Special Agents interviewed defendant Hall at her residence. Hall made deceptive statements to the agents when she claimed that she never took money from her campaign account to support her personal lifestyle. She claimed that all money she took from the account was for reimbursement for campaign expenses. She also stated that her campaign finance reports filed with the state were correct to the best of her knowledge, and each expense and deposit listed reflected a true accounting of the contributions and expenditures.

10. Entire Agreement

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


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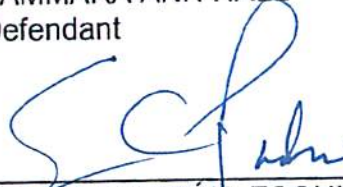
11. Certification

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 16 day of September, 2013.




TAMMARA ANN HALL
Defendant



ERIC C. PADRÓN, ESQUIRE
Attorney for Defendant


A. LEE BENTLEY, III
Acting United States Attorney

By: 

JEFFREY F. MICHELLAND
Assistant United States Attorney
Trial Counsel

By: 

DAVID G. LAZARUS
Assistant United States Attorney
Asset Forfeiture

By: 

NICOLE H. WAID
Assistant United States Attorney
Chief, Fort Myers Division