

FILED

MAR -1 2017

**U.S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
NORTHERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
RUSSELL JAMES HALL,)
)
Defendant.)

4:17CR098 RLW

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. PARTIES:

The parties are the defendant Russell James Hall, represented by Mark L. Williams, and the United States of America (hereinafter "United States" or "Government"), represented by the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

2. GUILTY PLEA:

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to Count One of the charge, the United States agrees that no further federal prosecution will be brought in this District relative to: (1) the defendant's thefts, conversions, and embezzlements from the Knox County Ambulance District ("KCAD") during May 18, 2013 through June 1, 2015, and; (2) defendant's acquiring and obtaining controlled substances, including Morphine Sulfate and Demerol®, from KCAD during May 9, 2013

through July 27, 2015, of which the Government is aware at this time. The parties further agree that the defendant or the Government may request a sentence below or above the U.S.

Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court, pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given to opposing counsel and the Court no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request. The Parties reserve the right to oppose any such request on any legal or factual basis.

3. ELEMENTS:

As to Count One, the defendant admits to knowingly violating Title 18, United States Code, Section 666, admits that there is a factual basis for the plea, admits that all facts pled in the charge are true, and further fully understands that the elements of Count One are:

First, defendant was an agent of an organization, namely the Knox County Ambulance District (“KCAD”);

Second, during 2015, KCAD received federal Medicare benefits in excess of \$10,000;

Third, defendant stole, embezzled, obtained by fraud, and knowingly converted property;

Fourth, the property that was stolen, embezzled, and knowingly converted was in the care, custody or control of KCAD;

Fifth, the value of the property stolen, embezzled, obtained by fraud, and knowingly converted was over \$5,000.

4. FACTS:

The parties agree that the facts in this case are as follows and that the Government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3 of the U.S. Sentencing Guidelines:

Venue for the charge is proper within the Eastern District of Missouri and Defendant expressly waives any claim or challenge to venue as alleged within the charge.

At all times relevant to this case, the Knox County Ambulance District (“KCAD”) is a local government organization. Defendant was an agent, employee, and manager of this organization. As a manager of KCAD, defendant held a position of trust characterized by managerial discretion and special access to KCAD’s checkbook and bank account, with less supervision and more discretion than other KCAD employees. KCAD provided ambulance and emergency response services to Knox County residents.

The United States Department of Health and Human Services administers the Medicare program. The Medicare program is a health care benefit program within the meaning of 18 U.S.C. § 24(b) that affects interstate commerce. Under certain circumstances, the Medicare program provides reimbursement to entities that provide ambulance transport for persons covered by the Medicare program, including fee-based reimbursement for ambulance service that included basic or advanced life support. KCAD enrolled in the Medicare program, and periodically submitted claims and requested reimbursement from the Medicare program for ambulance services it provided to persons covered by the Medicare program. During either 2015 or 2016, KCAD received in excess of \$10,000 from the Medicare program as reimbursement for ambulance transports. When the Medicare program paid KCAD for

ambulance transports during 2015-16, it sent funds to a KCAD bank account numbered **35.

As a salaried employee and manager of KCAD during 2011-15, defendant was entitled to four weeks of vacation, covering two pay periods or 160 hours of work. KCAD paid salaries to Hall and other KCAD employees using a bank account numbered **35. During 2011, 2012, and 2013, KCAD paid Hall vacation pay equivalent to two pay periods. From on or about June 27, 2014 to June 1, 2015, Hall wrote and cashed approximately twenty checks drawn on KCAD's account ending in **35 for vacation salary in excess of the four weeks of vacation that he was entitled to for each of those years, with the checks totaling approximately \$24,607.

As a salaried employee of KCAD during 2011-15, Hall was entitled to extra pay if he worked extra shifts beyond his regular work schedule. Typically, if Hall actually worked an extra shift at KCAD, another employee would sign the check approving the extra pay. From on or about May 8, 2013 through on or about May 26, 2015, Hall wrote and cashed approximately twelve checks for extra shifts that he did not actually work from KCAD's account numbered **35, without an authorizing signature from another KCAD employee. These checks total approximately \$3,876. When presenting these vacation and extra shift checks to the bank, defendant misrepresented the true purpose of the funds to KCAD and the bank, and concealed from the bank and KCAD his diversion of funds for his own personal benefit.

All of Hall's checks discussed above were part of Hall's single scheme, common plan, and continuing course of conduct to embezzle, steal, obtain by fraud, obtain without authority, and convert the money, property, and funds of KCAD for Hall's own personal benefit.

Finally, during 2014-16, as an ambulance provider, KCAD purchased and obtained prescription pain-relief medications, for example Morphine Sulfate, for use with persons who

were transported by KCAD ambulances and needed pain relief during the transports. On or about October 8, 2012 through on or about July 27, 2015, on approximately 25 occasions, Hall, acting through KCAD, and using KCAD's funds, money, and property, obtained and diverted prescription drugs, including Morphine Sulfate, Hydromorphone, Meperidine, and Diazepam, without authorization and for his own personal benefit and use. Hall obtained these prescription drugs by filling out drug order forms that falsely and fraudulently represented to a pharmacy that KCAD would be receiving the drugs for use on persons being transported by ambulance rather than Hall receiving them for his own use. Hall took most of these prescription drugs that he ordered to his residence, and concealed these thefts from other employees of KCAD by removing the drugs and drug order forms from KCAD's office and files.

Specifically, on or about June 1, 2015, in Knox County, in the Northern Division of the Eastern District of Missouri, defendant, as an agent of the Knox County Ambulance District, a local government entity that received in the one year period beginning on January, 1, 2015 benefits in excess of \$10,000 from the Medicare program, embezzled, stole, obtained by fraud, obtained without authority, knowingly converted to his use when he was not the rightful owner, and intentionally misapplied money and property worth at least \$5,000 that was owned by, under the care of, under the custody of, and under the control of the Knox County Ambulance District, including a June 1, 2015 check made out to Russell Hall in the amount of \$1,211.04, all in violation of 18 U.S.C. § 666(a)(1)(A) and 2.

5. STATUTORY PENALTIES:

The defendant fully understands that the maximum possible penalty provided by law for Count One to which the defendant is pleading guilty is imprisonment of not more than ten years,

a fine of not more than \$250,000, or twice the gross pecuniary gain derived by defendant from the offense or twice the gross pecuniary loss suffered by another person because of the offense, whichever sum is greater, or both such imprisonment and fine. The Court may also impose a period of supervised release of not more than three years.

6. U.S. SENTENCING GUIDELINES: 2016 MANUAL:

The defendant understands that these offenses are affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties recommend that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

a. Chapter 2 Offense Conduct:

(1) Base Offense Level: The parties agree that the base offense level is 6 as found in U.S.S.G. § 2B1.1(a)(2).

(2) Specific Offense Characteristics: The Parties agree that 4 levels should be added as KCAD lost more than \$15,000 but less than \$40,000 from the offense, creating an adjusted offense level of 10. U.S.S.G. § 2B1.1(b)(1)(C). The Parties agree that 2 levels should be added because the offense involved a misrepresentation by defendant that he was acting on behalf of KCAD when signing checks, creating an adjusted offense level of 12. U.S.S.G. § 2B1.1(b)(9)(A).

b. Chapter 3 Adjustments: The parties agree that defendant occupied and abused a position of trust as a KCAD manager that significantly facilitated the commission and concealment of the offense, adding 2 levels to the offense level, for an adjusted offense level of 14. U.S.S.G. § 3B1.3..

(2) Acceptance of Responsibility: The parties recommend that two levels should be deducted pursuant to Section 3E1.1(a). The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

c. Other Adjustment(s)/Disputed Adjustments: None.

d. Estimated Total Offense Level: The Parties agree that the Total Offense Level is 12.

e. Criminal History: The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

f. Effect of Parties' U.S. Sentencing Guidelines Analysis: The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. Guidelines applications not expressly addressed by the parties' recommendations, but which are addressed by the Presentence Report or the Court, may be presented to the Court for consideration by either party, with argument and/or evidence depending upon the circumstances. The parties agree and understand that the Court, in its

discretion, may apply any Guidelines not addressed in this document, and the parties shall not be permitted to withdraw from the plea agreement because of that discretion.

7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:

a. Appeal: The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

(1) Non-Sentencing Issues: The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery and the guilty plea.

(2) Sentencing Issues: In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level as calculated by the Government herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level as calculated by the Government in this plea agreement, and sentences the defendant within or above that range as calculated by this plea agreement.

b. Habeas Corpus: The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. Right to Records: The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

8. OTHER:

a. Disclosures Required by the United States Probation Office: The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

b. Civil or Administrative Actions not Barred; Effect on Other Government Agencies: Nothing contained herein limits the rights and authority of the United States or any State to take any civil, tax, licensing, or administrative action against the defendant, including program exclusion, debarment, license revocation or suspension, or de-listing.

c. Supervised Release: Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished

d. Mandatory Special Assessment: Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100 per count for a total of \$100, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

e. Possibility of Detention: The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

f. Fines, Restitution and Costs of Incarceration and Supervision: The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The parties jointly recommend the imposition of a restitution award to KCAD in the amount of \$26,600, with a credit for any amounts that defendant has already paid to KCAD.

g. Deportation: If the defendant is not a U.S. citizen or is a naturalized U.S. citizen, the guilty plea could impact defendant's immigration or citizenship status or result in deportation. If any crime to which defendant is pleading guilty is an "aggravated felony" under 8 U.S.C. 1101(a)(43), removal or deportation is presumed mandatory. Defense counsel has advised the defendant of the possible immigration consequences, including deportation, resulting from the plea.

9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:
In pleading guilty, the defendant acknowledges, fully understands and hereby waives her rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress

or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:

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

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

11. CONSEQUENCES OF POST-PLEA MISCONDUCT:

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

12. NO RIGHT TO WITHDRAW GUILTY PLEA:

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except

where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

3/1/17

Date

3/1/17

Date

3-1-2017

Date



Russell James Hall

Defendant



Mark L. Williams

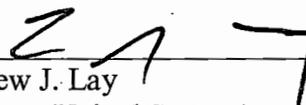
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