

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

UNITED STATES OF AMERICA) CR 420-81
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TIMOTHY TOMMY STRICKLAND)

PLEA AGREEMENT

Defendant Timothy Strickland, represented by his counsel Tom A. Peterson IV, Esq., and the United States of America, represented by Assistant United States Attorneys Karl Knoche and E. Greg Gilluly, Jr., and Department of Justice Antitrust Division Trial Attorneys Patrick Brown and Julia Maloney, have reached a plea agreement in this case. The terms and conditions of that agreement are as follows.

1. Guilty Plea

Defendant agrees to enter a plea of guilty to Count One of the Indictment, Conspiracy in Restraint of Trade, in violation of Title 15, United States Code, Section 1.

2. Elements and Factual Basis

The elements necessary to prove the offense charged in Count One are:

First: The charged conspiracy was knowingly formed and was in existence at or about the time alleged;

Second: The defendant knowingly joined the charged conspiracy; and

Third: The charged conspiracy either substantially affected interstate or foreign commerce or occurred within the flow of interstate or foreign commerce.

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Defendant agrees that he is, in fact, guilty of this offense. He agrees to the accuracy of the following facts, which satisfy each of the offense's required elements:

- a) Beginning at least as early as 2011 and continuing at least until 2013 (the "relevant period"), in Statesboro, Georgia, within the Southern District of Georgia, the Defendant, Timothy Tommy Strickland, along with other co-conspirators, knowingly entered into and engaged in a combination and conspiracy to suppress and eliminate competition by fixing prices, rigging bids, and allocating specific jobs for sales of ready-mix concrete. The combination and conspiracy engaged in by the Defendant and other co-conspirators was a *per se* unlawful, and thus unreasonable, restraint of interstate trade and commerce in violation of Section One of the Sherman Act (15 U.S.C. § 1).
- b) During the relevant period, the Defendant was an owner and president of Evans Concrete, LLC ("Evans Concrete"), a Georgia limited liability corporation with its headquarters in Claxton, Georgia.
- c) During the relevant period, Evans Concrete and its co-conspirators sold ready-mix concrete in Statesboro, Georgia.
- d) During the relevant period, James Pedrick was a cement salesman for Argos USA LLC in its Pooler, Georgia, office, selling cement to ready-mix concrete suppliers, including Evans Concrete, in Statesboro, Georgia, and elsewhere.
- e) In furtherance of the conspiracy, the Defendant and his co-conspirators agreed on pricing levels of ready-mix concrete in Statesboro, Georgia.




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- f) In furtherance of the conspiracy, the Defendant and his co-conspirators allocated specific ready-mix concrete jobs in Statesboro, Georgia.
- g) In furtherance of the conspiracy, the Defendant and his co-conspirators submitted quotes and bids to ready-mix concrete customers in Statesboro, Georgia, at collusive and non-competitive prices.
- h) In an attempt to conceal the conspiracy and in furtherance of the conspiracy, the conspirators—including the Defendant—used Pedrick as a conduit and messenger to exchange pricing and job-related information between and among themselves, rather than communicating with each other directly.
- i) During the relevant period, the business activities of the Defendant and his co-conspirators in connection with ready-mix concrete that are the subject of Count One of the Indictment, were within the flow of, and substantially affected, interstate trade and commerce.

3. Possible Maximum Sentence

Defendant's guilty plea will subject him to the following maximum possible sentence:

- Not more than ten (10) years of imprisonment;
- Not more than three (3) years of supervised release;
- A fine of not more than the greatest of (1) \$1,000,000, (2) twice the gross pecuniary gain derived from the offense, or (3) twice the gross pecuniary loss to any person other than the defendant resulting from the offense (15 U.S.C. § 1; 18 U.S.C. § 3571(b) and (d)); and
- Such restitution as may be ordered by the Court.

The Court additionally must impose a \$100 special assessment.

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4. **Sentencing Agreement Under Fed. R. Crim. P. 11(c)(1)(C)**

Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and Defendant agree the appropriate sentence a) will not exceed 12 months and one day of imprisonment; and b) will require Defendant to pay to the United States a criminal fine of \$150,000, payable in full before the fifteenth (15th) day after the date of judgment (the “Recommended Sentence”). The Defendant is free to recommend any sentence based on 18 U.S.C. § 3553(a). The Court will have the discretion to set the term of imprisonment up to 12 months and one day, the length of probation or supervised release, and other conditions of probation. Defendant agrees to waive any “Speedy Trial Rights” or other applicable constitutional, statutory, or procedural rights. The parties agree that Defendant shall be sentenced by the Court after he completes his cooperation so the United States and the Court can have a complete understanding of Defendant’s cooperation.

The Court may accept or reject the plea agreement. If the Court accepts the plea agreement, the Court must sentence Defendant in accordance with the Recommended Sentence. If the Court rejects the plea agreement, the Court must allow Defendant the opportunity to withdraw his plea and must advise Defendant that if he persists in a guilty plea, the disposition of the case may be less favorable to Defendant than is contemplated by the plea agreement.

5. **Agreements Regarding Sentencing Guidelines**

The parties have reached the below agreements regarding the Sentencing Guidelines but acknowledge that the Court will determine the relevant advisory



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range under the Sentencing Guidelines. Any inconsistency between the Court's Guidelines determination and the parties' Guidelines agreements is not a basis to void the plea agreement or permit Defendant to withdraw his guilty plea.

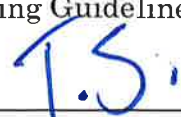
- The United States and Defendant agree that the base offense level for this offense is 12 (U.S.S.G. §2R1.1(a)).
- The United States and Defendant agree that a 1-level enhancement is appropriate because the offense involved an agreement to submit non-competitive bids (U.S.S.G. §2R1.1(b)(1)).
- The United States and Defendant agree that a 2-level enhancement is appropriate because the volume of affected commerce for this offense is \$6,926,027 ((\$1M – \$10M) (U.S.S.G. §2R1.1(b)(2)).
- The United States and Defendant agree that a 2-level enhancement is appropriate for obstructing or impeding the administration of justice, under U.S.S.G. §3C1.1.
- The United States agrees not to seek an enhancement for Defendant's role in the offense under U.S.S.G. §3B1.1.
- The United States and Defendant agree that Defendant qualifies for a 3-level reduction for acceptance of responsibility under U.S.S.G. §3E.1.1.
- The United States and Defendant agree that Defendant qualifies for a 2-level reduction under the adjustment for certain zero-point offenders, U.S.S.G. §4C1.1.

The United States and Defendant agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0.

6. Use of Information

The United States is free to provide full and accurate information to the Court and U.S. Probation Office for use in calculating the applicable Sentencing Guidelines




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range. Any incriminating information provided by Defendant during his cooperation will not be used in determining the applicable Guidelines range, pursuant to U.S.S.G. §1B1.8.

7. Court's Use of Sentencing Guidelines

Defendant understands that although this plea is being presented as a Fed. R. Crim. P. 11(c)(1)(C) plea that is binding on the Court, if accepted, the parties recognize the Court's duty to consider the advisory Sentencing Guidelines in determining and imposing the sentence.

The United States and Defendant agree there is no *ex post facto* issue under the November 2023 Guidelines Manual. The Court must also consider the other factors set forth in 18 U.S.C. § 3553(a) in determining and imposing the sentence. Defendant understands that the Court will make Guidelines determinations by applying a standard of preponderance of the evidence. Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. §1B1.8, the United States agrees that self-incriminating information that Defendant provides to the United States pursuant to this plea agreement will not be used to increase the volume of affected commerce attributable to Defendant or in determining Defendant's applicable Guidelines range, except to the extent provided in U.S.S.G. §1B1.8(b).



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8. **Dismissal of Other Counts**

At sentencing, the United States will move to dismiss the other counts of the Indictment that remain pending against Defendant.

9. **Financial Obligations and Agreements**

a. **Required Financial Disclosures**

Within thirty (30) days of the entry of the guilty plea, Defendant shall complete a financial disclosure form listing all of his assets and financial interests, whether held directly or indirectly, solely or jointly, in Defendant's name or in the name of another. Defendant shall sign the financial disclosure form under penalty of perjury and provide that form to the Financial Litigation Unit of the United States Attorney's Office and to the United States Probation Office. Defendant authorizes the United States to obtain credit reports on him and to share the contents of those reports with the Court and the United States Probation Office. Defendant also authorizes the United States to inspect and copy all financial documents and information held by the United States Probation Office.

b. **Financial Examination**

Defendant will submit to an examination under oath on the issue of his financial disclosures and assets if deemed necessary by the United States. Such examination will occur not later than sixty (60) days before sentencing.



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c. Restitution

In light of the availability of civil causes of action, the Recommended Sentence does not include a restitution order for the offense charged in Count One of the Indictment.

d. Special Assessment

Defendant agrees to pay a special assessment in the amount of \$100, payable to the Clerk of the United States District Court, which shall be due immediately at the time of sentencing.

e. Enforcement

Any payment schedule imposed by the Court is without prejudice to the United States to take all actions and remedies available to it to collect the full amount of the financial obligations imposed by the judgment of the Court in this case. Defendant understands and agrees that the financial obligations imposed by the judgment of the Court in this case will be placed on the Treasury Offset Program so that any federal payment that Defendant receives may be offset and applied to the judgment debt without regard to or affecting any payment schedule imposed by the Court.

10. Waivers

a. Waiver of Appeal

Defendant entirely waives his right to a direct appeal of his conviction and sentence on any ground (including any argument that the statute to which Defendant is pleading guilty is unconstitutional or that the admitted conduct does not fall within the scope of the statute). The only exceptions are that Defendant may file a direct



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appeal of his sentence if (1) the court enters a sentence above the statutory maximum; (2) the court enters a sentence above the advisory Sentencing Guidelines range found to apply by the court at sentencing; or (3) the United States appeals the sentence. Absent those exceptions, Defendant explicitly and irrevocably instructs his attorney not to file an appeal.

b. Waiver of Collateral Attack

Defendant entirely waives his right to collaterally attack his conviction and sentence on any ground and by any method, including but not limited to a 28 U.S.C. § 2255 motion. The only exception is that Defendant may collaterally attack his conviction and sentence based on a claim of ineffective assistance of counsel.

c. FOIA and Privacy Act Waiver

Defendant waives all rights, whether asserted directly or through a representative, to request or receive from any department or agency of the United States any record pertaining to the investigation or prosecution of this case under the authority of the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, and all subsequent amendments thereto.

d. Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 Waiver

Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence ordinarily limit the admissibility of statements made by a defendant during the course of plea discussions or plea proceedings. Defendant knowingly and voluntarily waives the protections of these rules. If Defendant fails to plead guilty, or his plea of guilty is later withdrawn, all of Defendant's statements in



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connection with this plea, and any leads derived therefrom, shall be admissible for any and all purposes. If the Court rejects this plea agreement, any statements made by Defendant in this plea agreement, in the course of any proceedings under Federal Rule of Criminal Procedure 11 regarding the guilty plea or this plea agreement, or in the course of plea discussions with an attorney for the government will not be used against Defendant for any purpose other than impeachment of any trial testimony of Defendant or as permitted by Federal Rule of Evidence 410(b).

11. Defendant's Rights

Defendant has the right to be represented by counsel, and if necessary, have the court appoint counsel, at trial and at every other critical stage of the proceeding. Defendant possesses a number of rights which he will waive by pleading guilty, including: the right to plead not guilty, or having already so pleaded, to persist in that plea; the right to a jury trial; and the rights at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

12. Satisfaction with Counsel

Defendant has had the benefit of legal counsel in negotiating this agreement. Defendant believes that his attorneys have represented him faithfully, skillfully, and diligently, and he is completely satisfied with the legal advice given and the work performed by his attorneys.





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13. Breach of Plea Agreement

Defendant breaches this agreement if, prior to sentencing in this case, he fails to comply with any of the terms of this agreement, withdraws or attempts to withdraw his guilty plea after this plea agreement has been accepted by the Court, refuses to accept responsibility for any of his criminal conduct described in the factual basis of this plea agreement, obstructs justice by tampering with a witness or evidence, or commits any new crimes. If Defendant breaches the plea agreement, the United States is released from any agreement herein regarding the calculation of the advisory Sentencing Guidelines or the appropriate sentence. In addition, the United States may (1) declare the plea agreement null and void, (2) reinstate any counts that may have been dismissed pursuant to the plea agreement, and/or (3) file new charges against Defendant that might otherwise be barred by this plea agreement. Defendant waives any statute-of-limitations or speedy-trial defense to prosecutions reinstated or commenced under this paragraph.

14. Entire Agreement

This agreement contains the entire agreement between the United States and Defendant.



Defendant's Initials

JONATHAN S. KANTER
ASSISTANT ATTORNEY GENERAL
ANTITRUST DIVISION

JILL E. STEINBERG
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF GEORGIA



Patrick S. Brown
Julia M. Maloney
Trial Attorneys



E. Greg Gilluly, Jr.
Assistant United States Attorney

3/11/2024
Date

3-11-2024
Date

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I have read and carefully reviewed this agreement with my attorney. I understand each provision of this agreement, and I voluntarily agree to it. I hereby stipulate that the factual basis set out therein is true and accurate in every respect.

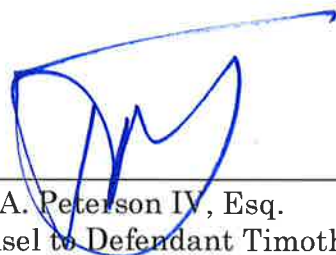
3/8/24
Date



Timothy T. Strickland
Defendant

I have fully explained to Defendant all of his rights, and I have carefully reviewed every part of this agreement with him. I believe that he fully and completely understands it, and that his decision to enter into this agreement is an informed, intelligent, and voluntary one.

3/8/2024
Date



Tom A. Peterson IV, Esq.
Counsel to Defendant Timothy Strickland



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