

MATTHEW CHOU, CALIFORNIA STATE BAR NO. 325199  
TRIAL ATTORNEY  
CHRISTOPHER J. CARLBERG, CALIFORNIA STATE BAR NO. 269242  
ASSISTANT CHIEF  
UNITED STATES DEPARTMENT OF JUSTICE  
ANTITRUST DIVISION, SAN FRANCISCO OFFICE  
450 GOLDEN GATE AVENUE  
BOX 36046, ROOM 10-0101  
SAN FRANCISCO, CA 94102-3478  
TELEPHONE: (415) 934-5300  
FACSIMILE: (415) 934-5399

JOSHUA D. HURWIT, IDAHO STATE BAR NO. 9527  
UNITED STATES ATTORNEY  
SEAN M. MAZOROL, OREGON STATE BAR NO. 116398  
ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF IDAHO  
1290 W. MYRTLE STREET, SUITE 500  
BOISE, ID 83702-7788  
TELEPHONE: (208) 334-1211  
FACSIMILE: (208) 334-1413

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA,

Plaintiff,

vs.

IKE TOMLINSON,

Defendant.

Case No. 1:23-cr-00326-AKB

**RULE 11 PLEA AGREEMENT**

**I. GUILTY PLEA**

A. **Summary of Terms.** Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A) and (B), the Defendant, the attorneys for the Defendant, and the Government<sup>1</sup> agree that the Defendant will plead guilty to Counts One and Two of the First Superseding Information as to the Defendant, which charges the Defendant with Conspiracy in Restraint of Trade: Bid Rigging and Territorial Allocation, in violation of 15 U.S.C. § 1, and Conspiracy to Monopolize Trade, in violation of 15 U.S.C. § 2.

This plea is voluntary and did not result from force, threats, or promises, other than any promise made in this agreement. Upon acceptance of the Defendant's guilty pleas, and the Defendant's full compliance with the other terms of this agreement, under Federal Rule of Criminal Procedure 11(c)(1)(A), the Government will dismiss the charges in the Indictment against the Defendant (ECF No. 2), and under Federal Rule of Criminal Procedure 11(c)(1)(B), will recommend a sentence within the range proposed by the United States Sentencing Guidelines (U.S.S.G.), as determined by the District Court.

B. **Alleged Co-Conspirators Described in Indictment.** If the Defendant pleads guilty pursuant to this Rule 11 Plea Agreement, the Government agrees not to bring criminal charges against Co-Conspirator Individual 1, Co-Conspirator Individual 2, Co-Conspirator Company A, and Co-Conspirator Company B, as described in the Indictment, for conduct related to the allegations in the Indictment (ECF No. 2).

C. **Oath.** The Defendant will be placed under oath at the plea hearing. The Government may use any statement that the Defendant makes under oath against the Defendant in a prosecution for perjury or false statement.

---

<sup>1</sup> The word "Government" in this agreement refers to the Criminal Division of the United States Attorney's Office for the District of Idaho and the United States Department of Justice Antitrust Division.

D. **Waiver of Indictment.** The Defendant hereby waives the right to prosecution by indictment, pursuant to Federal Rule of Criminal Procedure 7(b), and agrees to plead guilty to the First Superseding Information as detailed herein.

## II. WAIVER OF CONSTITUTIONAL RIGHTS AT TRIAL

The Defendant waives the following rights by pleading guilty pursuant to this agreement: 1) the right to plead not guilty to the offenses charged against the Defendant and to persist in that plea; 2) the right to a trial by jury, at which the Defendant would be presumed innocent and the burden would be on the Government to prove the Defendant's guilt beyond a reasonable doubt; 3) the right to have the jury agree unanimously that the Defendant was guilty of the offense; 4) the right, at trial, to confront and cross-examine adverse witnesses; 5) the right to present evidence and to compel the attendance of witnesses; and 6) the right not to testify or present evidence without having that held against the Defendant. If the Court accepts the Defendant's guilty plea, there will be no trial.

## III. NATURE OF THE CHARGES

A. **Elements of the Crime.** The elements of the crime of Conspiracy in Restraint of Trade: Bid Rigging and Territorial Allocation, 15 U.S.C. § 1, as charged in Count One of the First Superseding Information as to the Defendant, are as follows:

1. A bid-rigging and territorial allocation combination or conspiracy to suppress or eliminate competition for fuel truck<sup>2</sup> contracts with the U.S. Forest Service existed from at least as early as March 2015 until in or about March 2023;
2. The Defendant knowingly joined the conspiracy; and
3. The conspiracy either substantially affected interstate commerce in goods or services or occurred within the flow of interstate commerce in goods or services.

---

<sup>2</sup> "Fuel truck" is a common term for "fuel tenders" that support wildfire-fighting efforts.

The elements of the crime of Conspiracy to Monopolize Trade, 15 U.S.C. § 2, as charged in Count Two of the First Superseding Information, are as follows:

1. A combination or conspiracy to monopolize the market for wildfire fuel truck services in certain dispatch centers of the U.S. Forest Service’s Great Basin wildfire dispatch region (Region 4) existed from at least as early as February 2020 until in or about March 2023. The combination or conspiracy consisted of a continuing agreement, understanding, or concert of action to acquire or maintain monopoly power—i.e., the power to control prices or exclude actual or potential competition—in the relevant market through anticompetitive conduct, including acts that are *per se* unlawful under the Sherman Act;

2. The Defendant joined the conspiracy, knowing its object and intending to help accomplish it. That is, the Defendant specifically intended to help acquire or maintain monopoly power in the relevant market; and

3. The conspiracy either had a substantial effect on interstate commerce in goods or services or occurred within the flow of interstate commerce in goods or services.

B. **Factual Basis.** The Defendant admits the following facts are true:

At all times relevant to this Plea Agreement, the Defendant and his companies contracted to provide wildfire fuel truck services for certain dispatch centers of the U.S. Forest Service’s Great Basin wildfire dispatch region (Region 4) (“the relevant market”).<sup>3</sup> From at least as early as March 2015 until in or about March 2023, in the District of Idaho and elsewhere, the Defendant knowingly entered into and engaged in a combination and conspiracy to eliminate competition

---

<sup>3</sup> Region 4 dispatch centers included, among others: (1) Boise Interagency Dispatch Center (ID-BDC or Boise); (2) Central Idaho Interagency Fire Center (ID-CIC or Salmon); (3) Eastern Idaho Interagency Fire Center (ID-EIC or Idaho Falls); (4) Payette National Forest Dispatch (ID-PAC, Payette, or McCall); (5) South Idaho Interagency Dispatch Center (ID-SCC, Shoshone, or South Central); (6) Elko Interagency Dispatch Center (NV-EIC or Elko); and (7) Central Nevada Interagency Dispatch Center (NV-CNC).

between the Defendant and Bird, and to suppress competition, by rigging bids and allocating territories in the relevant market (“the bid-rigging and territorial allocation conspiracy”). And, from at least as early as February 2020 until in or about March 2023, in the District of Idaho and elsewhere, the Defendant and Bird also conspired to work together to de-prioritize competitors on dispatch priority lists (“the conspiracy to monopolize”). The purpose of this conspiracy to monopolize was for the Defendant and Bird to gain and maintain the power to control prices and exclude competitors in the relevant market. The Defendant, his companies (Co-Conspirator Company A and Co-Conspirator Company B), and Co-Conspirator Individual 1 all conspired with Kris Bird and his company (Co-Conspirator Company C). Bird led, acted on behalf of, and had an ownership interest in Co-Conspirator Company C, which competed with the Defendant and the Defendant’s companies in the relevant market.

Starting at least as early as March 2015, the Defendant and Bird conspired to rig bids for wildfire fuel truck services for the Boise and Salmon dispatch centers. Specifically, the Defendant and Bird agreed on the bids (also known as “quotes”) they would submit to the U.S. Forest Service in order to (1) avoid bidding against each other with respect to certain dispatch centers or (2) deliberately bid at a higher or lower daily rate to determine who would win priority on a dispatch center’s dispatch priority list, which determined who would first receive business from the U.S. Forest Service (and other federal agencies) in the event of a wildfire in a specific geographic area. During the charged time periods, the Defendant caused the completion and submission of all of his companies’ federal contracting certifications. These included the companies’ annual certificates of independent price determination submitted through the United States’ System for Award Management (SAM). The companies’ annual certifications falsely stated that (1) the companies’ or their principals would not share any bid prices with competitors, and (2) no attempt had been made or would be made to induce any other concern to submit or not

to submit a bid for the purpose of restricting competition. By March 2020, the bid-rigging and territorial allocation conspiracy had expanded to include the Idaho Falls, Elko, and Central Nevada dispatch centers, and by March 2023, the Payette and Shoshone dispatch centers.

In 2022, for example, the Defendant texted with Bird regarding bids for the Boise, Salmon, Idaho Falls, and Elko dispatch centers. The Defendant first texted Bird a proposal including bid prices, truck types, and dispatch centers. Bird responded, “I put my type 2 in salmon at 2649. Last year it was 2549. I put Elko at 2800. Thanks[.]” Through these text messages and phone calls with Bird, the Defendant agreed with Bird that, in 2022, Bird would bid higher than the Defendant on fuel truck contracts serving the Boise dispatch center so that the Defendant could win higher priority in Boise. Specifically, Bird agreed that he would submit a bid of \$2900 daily rate so that the Defendant would be first on Boise’s dispatch priority list. Ultimately, the Defendant’s Co-Conspirator Company A was awarded a daily rate of \$2890 in Boise, \$10 below the daily rate awarded to Bird’s Co-Conspirator Company C.

Starting at least as early as February 2020, the Defendant and Bird also conspired to monopolize the relevant market. In 2020, for example, the Defendant sought to prevent a competing vendor from entering the relevant market. On February 4, 2020, the Defendant entered the shop used by the vendor and unlawfully entered the vendor’s partner’s pickup truck that was on the premises. Later, the Defendant attempted to convince that vendor not to compete with the Defendant and Bird in providing fuel truck services. Specifically, on February 6, 2020, the Defendant proposed a deal. First, the Defendant proposed that the competing vendor rig bids with him, following the example of how the Defendant and Bird rigged bids each year. A goal of that proposal was to maintain the Defendant’s power to price higher in the relevant market. As the Defendant explained to the competing vendor, “if we’re back to battling, then we’re both back to making no money.” Second, the Defendant proposed that the competing vendor sell his fuel truck

to the Defendant “and have an agreement where we don’t compete against each other.” A goal of that proposal was to convince the competing vendor not to compete in the relevant market.

Further, in 2023, Defendant, Bird, and the person identified in the Indictment as Co-Conspirator Individual 1 participated in conversations in which they agreed to rig bids for the purpose of de-prioritizing two competing fuel truck vendors on dispatch priority lists and thus excluding them from the market. The participants coordinated their bids to “squeeze,” “drown,” “punch,” “low ball,” and de-prioritize the two competing vendors on the dispatch priority lists. For example, on March 17, 2023, the Defendant, Bird, and Co-Conspirator Individual 1 participated in a phone call in which they agreed on bid prices intended to de-prioritize a competing fuel truck vendor. The person identified as Co-Conspirator Individual 2 was present for the call but did not speak. On the call, the Defendant, Bird, and Co-Conspirator Individual 1 agreed that Bird would put a Type 3 truck in Idaho Falls, as Bird said, “just in case [the competing vendor] does” with the goal of trying to “squeeze him out.” The agreement therefore was that the Defendant and Bird would try to exclude the competing vendor from the market. Near the end of this phone call, Bird referred to the bid prices the participants had agreed upon. Bird said, “before I send this off, I’ll send you a copy, just so that we, we didn’t screw up and . . . we’ll double check and make sure it looks good.” The Defendant responded, “Sounds good. Thanks.”

To carry out the conspiracies defined above, the Defendant and Bird spoke over the phone to agree on their bids. Their phone calls in furtherance of the conspiracies defined above took place each year—both before the relevant bidding deadlines and during fire season—from at least in or about March 2015 until in or about March 2023.

In addition, in at least 2017, 2020, 2022, and 2023, the Defendant sent and received text messages in furtherance of the conspiracies defined above. Shortly before the bidding deadline in 2017, for example, the Defendant texted Bird a proposal on how they would bid on fuel trucks for

the Boise and Salmon dispatch centers. The Defendant then asked Bird, “Sound ok?” Bird responded, “Looks great.”

The above-defined conspiracies to rig bids and allocate territories and to monopolize occurred within the flow of, and substantially affected, interstate trade and commerce. For instance, the Defendant and his co-conspirators engaged in activities including: (1) entering into fuel truck contracts subject to the conspiracy with the U.S. Forest Service, a federal agency with its headquarters in Washington, D.C.; (2) receiving payments related to those fuel truck contracts from the U.S. Forest Service’s federal funds, and other federal agencies, including bureaus within the U.S. Department of the Interior; (3) causing the transmission of substantial sums of money across state lines in connection with those contracts; (4) operating in multiple states, including Idaho, Nevada, and elsewhere; and (5) traveling across state lines to provide fuel truck services on contracts that had been the subject of the Defendant and Bird’s conspiracies.

Lastly, the volume of commerce attributable to the Defendant related to the two conspiracies was more than \$1,000,000, but less than \$10,000,000.

#### **IV. SENTENCING FACTORS**

A. **Penalties.** The crime of Conspiracy in Restraint of Trade: Bid Rigging and Territorial Allocation, as charged in Count One, is punishable by:

1. a term of imprisonment of 10 years
2. a term of supervised release of not more than 3 years
3. a maximum fine of \$1,000,000, and a special assessment of \$100.

The crime of Conspiracy to Monopolize Trade, as charged in Count Two, is punishable by:

1. a term of imprisonment of 10 years
2. a term of supervised release of not more than 3 years
3. a maximum fine of \$1,000,000, and a special assessment of \$100.



B. **Supervised Release.** The Court may impose a period of supervised release. No agreement exists as to its length.

The law permits the combined prison time and term of supervised release to exceed the maximum term of incarceration for the crimes to which the Defendant is pleading guilty.

Violation of any condition of supervised release may result in further penalties and prosecution.

C. **Fines and Costs.** The Court may impose a fine. The parties agree that the Court should impose a fine of \$20,000 pursuant to U.S.S.G. § 2R1.1(c)(1). The Court may also order the Defendant to pay the costs of imprisonment, probation, and supervised release.

D. **Special Assessment.** The Defendant will pay the special assessments before sentencing and will furnish a receipt at sentencing. Payment will be made to:

The United States District Court, Clerk's Office  
Federal Building and United States Courthouse  
550 West Fort Street, Fourth Floor  
Boise, Idaho 83724

E. **Restitution.** In addition to paying any forfeiture, fine, and costs imposed, the Defendant also agrees to pay and be ordered to pay restitution equal to the full amount of loss caused to any United States department and/or agency. The Defendant agrees that all monetary penalties imposed by the Court, including restitution, will be due immediately and can immediately be enforced by the Government (whether through 18 U.S.C. § 3613 or otherwise). The Defendant agrees that the payment schedule or plan is neither the only method, nor a limitation on the methods, available for enforcing the judgment. It is simply a schedule or plan for minimum payments. The Defendant is aware that voluntary payment of restitution prior to adjudication of guilt is a factor the Court can consider when deciding if the Defendant has accepted responsibility under United States Sentencing Commission, guidelines manual (U.S.S.G.) § 3E1.1 (Nov. 2018).

F. **Reduction of Restitution.** The Government agrees that Defendant shall receive a reduction in the amount of restitution to the United States for any compensatory damages recovered in any civil proceeding with the United States for the same loss pursuant to 18 U.S.C. § 3664(j)(2).

V. **UNITED STATES SENTENCING GUIDELINES**

A. **Application of Sentencing Guidelines.** The Court must consider the sentencing guidelines in determining an appropriate sentence under 18 U.S.C. § 3553. The Defendant agrees that the Court may consider “relevant conduct” in determining a sentence pursuant to U.S.S.G. § 1B1.3.

The Court is not a party to this agreement and the agreement does not bind the Court’s determination of the sentencing guidelines range. The Court will identify the factors that will determine that range under the relevant guidelines manual. The Court has complete discretion to impose any lawful sentence, including the maximum sentence possible.

Recognizing that this agreement does not bind the Court, the parties agree to the recommendations and requests set forth below.

B. **Sentencing Guidelines Recommendations and Requests.**

1. **Government’s Statements at Sentencing.** The Government reserves the right to allocute fully at sentencing regarding any sentencing recommendation. The Government may rely on or submit any information, including relevant conduct, in support of its recommendation regardless of whether the agreement or the pre-sentence investigation report contain this information. Any exception must be specified in this agreement.

2. **Acceptance of Responsibility.** If the Defendant clearly accepts responsibility for the offense, the Defendant will be entitled to a reduction of two levels in the combined adjusted offense level under U.S.S.G. § 3E1.1(a). The Government will move for an

additional one-level reduction in the combined offense level under § 3E1.1(b) if the following conditions are met: (1) the Defendant qualifies for a decrease under § 3E1.1(a); (2) the offense is level 16 or greater; and (3) the Defendant has timely notified authorities of the Defendant's intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. If, before sentence is imposed, the Defendant fails to meet U.S.S.G. § 3E1.1's criteria or acts in a manner inconsistent with acceptance of responsibility, the Government will withdraw or decline to make the motion.

3. **Applicable Guideline Section.** The parties agree that U.S.S.G. § 2R1.1 is the U.S. Sentencing Guidelines offense section that applies to the Defendant's conduct. The guideline section applicable to the Count One violation of 15 U.S.C. § 1 is U.S.S.G. § 2R1.1. *See* U.S.S.G. § 1B1.2(a), Statutory Index (Appendix A). The guideline section applicable to the Count Two violation of 15 U.S.C. § 2 is also U.S.S.G. § 2R1.1, pursuant to U.S.S.G. § 2X5.1, because U.S.S.G. § 2R1.1 is the most analogous offense guideline section in light of the defendant's conduct and the offense charged. Further, Count 1 and Count 2 group together pursuant to U.S.S.G. § 3D1.2(d).

4. **Bid Rigging.** The parties agree that the base offense level is 12 pursuant to U.S.S.G. § 2R1.1 and that one additional level should be added for bid rigging pursuant to U.S.S.G. § 2R1.1(b)(1). The parties additionally agree that two additional levels should be added because the volume of commerce attributable to the Defendant was more than \$1,000,000, but less than \$10,000,000, pursuant to U.S.S.G. § 2R1.1(b)(2)(A).

5. **Other Enhancements.** The Government intends to seek a sentencing enhancement under U.S.S.G. § 3B1.1(c) (Aggravating Role) for an additional two levels, but will not argue that U.S.S.G. §§ 3B1.1(a) or 3B1.1(b) applies. The parties make no other agreements as to applicability or non-applicability of other sentencing enhancements in the sentencing guidelines, including the applicability of U.S.S.G. § 3C1.1 (Obstructing or Impeding the Administration of Justice) and U.S.S.G. § 4C1.1 (Adjustment for Certain Zero-Point Offenders).

6. **Downward Departure or Variance Request by Defendant.** If the Defendant wishes to seek a departure or variance, the Defendant must provide written notice to the Government, along with the reasons and basis therefore, 21 days before the date set for sentencing.

## **VI. WAIVER OF RIGHT TO DIRECT APPEAL AND TO COLLATERAL ATTACK UNDER 28 U.S.C. § 2255**

A. **Waiver.** In exchange for this agreement, and except as provided in subparagraph B, the Defendant waives any right to appeal or collaterally attack plea, conviction, judgment, and sentence, including forfeiture and restitution. This waiver includes any challenge to the constitutionality of any statute of conviction including arguments that the admitted conduct does not fall within any statute of conviction.

The Defendant acknowledges that this waiver will result in the dismissal of any direct appeal or collateral attack the Defendant might file seeking to challenge the plea, conviction, or sentence in this case. Further, the filing of such an appeal or collateral attack will breach this agreement and allow the Government to withdraw from it, as well as to take other remedial action.

If the Defendant believes the Government has not fulfilled its obligations under this agreement, the Defendant will object at the time of sentencing. Further objections are waived.

B. **Exceptions.**

1. **Direct Appeal.** Notwithstanding subparagraph A, the Defendant may file one direct appeal if one of the following unusual circumstances occurs:

- a. the sentence imposed by the Court exceeds the statutory maximum;
- b. the Court arrived at an advisory sentencing guidelines range by applying an upward departure under chapter 5K of the relevant sentencing guidelines manual; or
- c. the Court exercised its discretion under 18 U.S.C. § 3553(a) to impose a sentence that exceeds the advisory sentencing guidelines range as determined by the Court.

The Defendant understands that the above circumstances occur rarely and that in most cases this agreement completely waives all appellate rights.

2. **Motion Under 28 U.S.C. § 2255.** Notwithstanding subparagraph A, the Defendant may file an ineffective assistance of counsel claim in a 28 U.S.C. § 2255 motion.

**VII. PROVIDING INFORMATION FOR THE PRESENTENCE REPORT**

The Defendant agrees to provide financial information and any other information requested by a representative of the United States probation office for use in preparing a pre-sentence investigation report and agrees that the United States probation office may share all financial information with the Government. Failure to execute releases or to provide information for the pre-sentence investigation report violates this agreement and relieves the Government of its obligations from it. Such failure will not, however, constitute grounds for withdrawing the plea of guilty unless the Government so requests. Providing materially false information will subject the Defendant to additional penalties, including an enhancement under U.S.S.G. § 3C1.1.

**VIII. DISCLOSING FINANCIAL INFORMATION**

The Defendant agrees to disclose all the Defendant's assets and sources of income to the Government, including all assets over which the Defendant exercises or exercised direct or

indirect control, or in which the Defendant has any financial interest. This includes all community property. The Defendant also agrees to cooperate in obtaining any records relating to ownership of assets when sought by the Government. The Defendant agrees to truthfully complete a personal financial statement within 14 days from the date the Defendant signs this agreement or from the date the financial statement is provided to the Defendant or counsel, whichever is later. The Defendant agrees to provide updates with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven days of the event giving rise to the changed circumstances. The failure timely and accurately to complete, sign, and update the financial statements may constitute failure to accept responsibility under U.S.S.G. § 3E1.1, as well as other things.

The Defendant authorizes the Government: (a) to obtain a credit report on the Defendant; (b) to inspect and copy all financial documents and information held by the United States probation office; and (c) to obtain all financial records related to the Defendant.

Before sentencing, Defendant agrees not to dissipate any assets without the consent of both the Government's financial litigation unit and asset forfeiture unit. If any assets are sold, any sale proceeds will be deposited with the Clerk of Court and, upon sentencing, paid toward any monetary penalties ordered in the judgment.

#### **IX. NO RIGHT TO WITHDRAW PLEA**

The Defendant understands that the Court may not follow the recommendations or requests made by the parties at the time of sentencing. The Defendant cannot withdraw from this agreement or the guilty plea, regardless of the Court's actions.

#### **X. CONSEQUENCES OF VIOLATING AGREEMENT**

A. **Government's Options.** If the Defendant fails to keep any promise in this agreement or commits a new crime, the Government is relieved of any obligation: 1) to make a

sentencing recommendation consistent with the terms promised in this agreement; 2) not to prosecute the Defendant on other charges, including charges not pursued due to this agreement; and 3) not to prosecute the Co-Conspirators in the Indictment as described in part I.B of this agreement. Such charges may be brought without prior notice. If the Government determines that a breach warrants prosecution before sentencing, it may withdraw from this agreement in its entirety. In addition, if the Government determines after sentence is imposed that the Defendant's breach of the agreement warrants further prosecution, the Government may choose between letting the convictions under this agreement stand or vacating such convictions so that charges may be re-prosecuted.

The Government's election to pursue any of the above options provides no basis for the Defendant to withdraw the guilty pleas made pursuant to this agreement.

B. **Defendant's Waiver of Rights.** If the Defendant fails to keep any promise made in this agreement, the Defendant gives up the right not to be placed twice in jeopardy for the offenses to which the Defendant entered a plea of guilty or which were dismissed under this agreement. In addition, for any charge that is brought as a result of the Defendant's failure to keep this agreement, the Defendant gives up: (1) any right under the Constitution and laws of the United States to be charged or tried in a more speedy manner; and (2) the right to be charged within the applicable statute of limitations period if the statute of limitations has expired.

Furthermore, if the Defendant does not enter an acceptable plea, the Government may move to continue the trial now set to allow the Government adequate time to prepare. The Defendant agrees not to contest such a continuance and agrees that the resulting delay would be excludable time under 18 U.S.C. § 3161(h).

**XI. MISCELLANEOUS**

A. **No Other Terms.** This agreement is the complete understanding between the parties, and no other promises have been made by the Government to the Defendant or to the attorney for the Defendant. This agreement does not prevent any governmental agency from pursuing civil or administrative actions against the Defendant or any property. Unless an exception to this paragraph is explicitly set forth elsewhere in this document, this agreement does not bind or obligate governmental entities other than that specified as the Government in this agreement (i.e., the Criminal Division of the United States Attorney's Office for the District of Idaho and the Department of Justice Antitrust Division).

B. **Plea Agreement Acceptance Deadline.** This plea offer is explicitly conditioned on the Defendant's notification of acceptance of this agreement through signature below no later than 5:00 p.m. on April 8, 2024.

(Continued on next page.)



## **XII. UNITED STATES' APPROVAL**

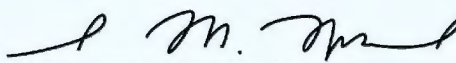
The undersigned have reviewed this matter and the agreement. This agreement constitutes a formal plea offer from the Government. Any oral discussions with the Defendant and defense counsel about a plea do not constitute a plea offer. Any written offer or agreement made before this agreement is no longer a valid offer by the Government and is rescinded. The undersigned agree on behalf of the United States that the terms and conditions set forth above are appropriate and are in the best interests of justice.

JONATHAN S. KANTER  
Assistant Attorney General for the  
Antitrust Division  
By:



MATTHEW CHOU  
Trial Attorney  
CHRISTOPHER J. CARLBERG  
Assistant Chief  
San Francisco Office

JOSHUA D. HURWIT  
United States Attorney for the  
District of Idaho  
By:

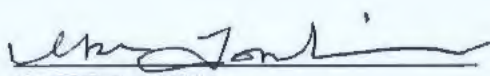


SEAN M. MAZOROL  
Assistant United States Attorney

## **XIII. ACCEPTANCE BY DEFENDANT AND COUNSEL**


I have read and carefully reviewed every part of this agreement with my attorney. I understand the agreement and its effect upon my potential sentence. Furthermore, I have discussed all of my rights with my attorney, and I understand those rights. No other promises or inducements have been made to me, directly or indirectly, by any agent of the Government, including any Assistant United States Attorney or Antitrust Division attorney, concerning the plea to be entered in this case. I understand that this agreement is a formal plea offer from the Government. Any oral discussions between the Government and me or my counsel about a plea do not constitute a plea offer. Any written offer or agreement made before this agreement is no

longer valid and is rescinded. In addition, no one has threatened or coerced me to do, or to refrain from doing, anything in connection with this case, including entering a guilty plea. I understand that, if I am not a citizen or naturalized citizen of the United States, by pleading guilty in this case it is virtually certain that I will be removed from the United States. I am satisfied with my attorney's advice and representation in this case.


  
IKE TOMLINSON  
Defendant

4/4/2024  
Date

I have read this agreement and have discussed the contents of the agreement with my client. This document accurately sets forth the entirety of the agreement. I have conveyed all written offers from the Government to the Defendant pursuant to *Missouri v. Frye*, 566 U.S. 134, 144-47 (2012). I understand that this agreement is a formal plea offer from the Government. Any oral discussions between the Government and me or my client about a plea do not constitute a plea offer. Any written offer or agreement made before this agreement is no longer valid and is rescinded. I have discussed with my client the fact that if my client is not a citizen or naturalized citizen of the United States, by pleading guilty in this case, it is virtually certain that my client will be removed from the United States. I concur in my client's decision to plead guilty as set forth above.

  
WENDY J. OLSON  
Attorney for the Defendant

4/8/2024  
Date

  
MATTHEW D. SEGAL  
Attorney for the Defendant

April 7, 2024  
Date