

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

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DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

UNITED STATES OF AMERICA)
)
 v.)
)
 WILLIAM LEE HOLLADAY, III,)
 WILLIAM RICHARD CARTER, JR.,)
 GREGORY EARL CORKREN, and)
 DAVID WEBB TUTT)

CR. NO. 2:21-CR-49-MHT-JTA

RESTITUTION AGREEMENT

I. INTRODUCTION

1. The parties have consulted with each other as well as with the United States Probation Office (Probation). Moreover, the parties have reviewed the restitution request submitted to Probation by the Alabama State Department of Education (ALSDE). Subsequently, the parties came to an agreement regarding the restitution amount owed to the ALSDE. That agreement is set forth below.

2. The parties agree that each defendant caused direct and proximate financial harm to the ALSDE, such that the ALSDE is a victim for the purposes of receiving restitution. See 18 U.S.C. § 3663A(a)(2).

3. The parties agree that the offenses to which the defendants pled guilty or were convicted are the types of offenses for which the Court must order the payment of restitution in the full amount of the victim’s loss without considering a defendant’s ability to pay. See 18 U.S.C. § 3663A(a)(1), (c)(1)(A)(i)–(iv).

4. The parties acknowledge that, in a case like this one, when “more than 1 defendant has contributed to the loss of a victim, the court may make each defendant liable for payment of

the full amount of restitution or may apportion liability among the defendants to reflect the level of contribution to the victim's loss and economic circumstances of each defendant." 18 U.S.C. § 3664(h). The parties agree that apportionment of liability is appropriate here, as explained below.

II. BASIS FOR RESTITUTION AMOUNT

5. On May 6, 2022, the parties, as well as the United States Probation Office (USPO), received from the Alabama State Department of Education (ALSDE) a written request for restitution. The ALSDE seeks restitution in the amount of \$5,731,897.20. Id. This number reflects the amount of Foundation Program payments improperly paid to Athens City Schools (ACS) as a result of the fraudulent scheme executed by the defendants. Id. In the request, the ALSDE allocates these payments between the two relevant school years. For the 2016-2017 school year, the ALSDE caused ACS to be paid \$3,142,696.80 for what were in fact private school students. For the next school year, the ALSDE caused ACS to be paid \$2,589,200.40 for private school students. Id.

6. Probation has not received restitution requests from any other person or entity. Moreover, no party is aware of any other person or entity who has suffered direct or proximate financial harm as a result of the commission of the offenses.

III. THE PARTIES' AGREEMENT

7. The parties agree with these calculations and agree that, as a result, the ALSDE is entitled to restitution in the amount of \$5,731,897.20.

8. The parties agree that only Defendants William L. Holladay, III; William Richard Carter, Jr.; Gregory Earl Corkren; and David Webb Tutt are obligated to pay restitution, as only those four defendants contributed to the particular losses for which the ALSDE seeks restitution.

The parties specifically agree that Defendant Thomas Michael Sisk did not contribute to those losses and therefore should not be liable for paying restitution.

9. The parties agree that only Holladay, Carter, and Corkren contributed to losses incurred as a result of the submission of false information during the 2016-2017 school year.

10. The parties agree that: (1) Holladay should be liable for paying 50 percent of the restitution amount owed for the 2016-2017 school year; (2) Carter should be liable for paying 25 percent of that amount; and (3) Corkren should be liable for paying 25 percent of that amount.

11. The parties agree that Defendants Holladay, Carter, Corkren, and Tutt contributed to losses incurred as a result of the submission of false information during the 2017-2018 school year.

12. The parties agree that: (1) Holladay should be liable for paying 50 percent of the restitution amount owed for the 2017-2018 school year; (2) Carter should be liable for paying 20 percent of that amount; (3) Corkren should be liable for paying 20 percent of that amount; and (4) Tutt should be liable for paying 10 percent of that amount.

IV. AMOUNTS OWED

13. Based on the foregoing, the parties agree that each defendant should be apportioned liability as stated below and ordered to pay restitution to the ALSDE as specified below.


DEFENDANT	2016-2017 LIABILITY	2016-2017 AMOUNT	2017-2018 LIABILITY	2017-2018 AMOUNT	TOTAL RESTITUTION AMOUNT
Holladay	50 percent	\$1,571,348.40	50 percent	\$1,294,600.20	\$2,865,948.60
Carter	25 percent	\$785,674.20	20 percent	\$517,840.08	\$1,303,514.28
Corkren	25 percent	\$785,674.20	20 percent	\$517,840.08	\$1,303,514.28

Tutt	0 percent	N/A	10 percent	\$258,920.04	\$258,920.04
TOTAL					\$5,731,897.20

V. CONCLUSION

14. Each defendant agrees to pay restitution to the ALSDE in the amounts stated above. Upon the Court entering a judgment imposing restitution obligations in the above-specified amounts, the parties agree that each defendant shall be released from any further liability to pay restitution to the ALSDE in this case. The parties acknowledge that this release does not affect any obligation a defendant might have to pay restitution or damages in any civil proceeding. In light of this agreement, the parties request that the Court enter a restitution order without holding any further hearings.

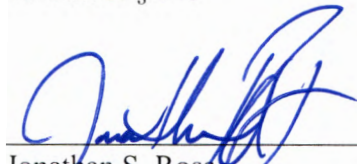
Respectfully submitted,



 Alice S. LaCour
 Attorney for the United States
 Acting Under Authority Conferred by
 28 U.S.C. § 515

6/23/22

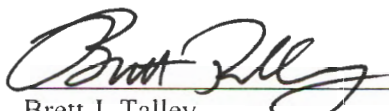
 Date



 Jonathan S. Ross
 Assistant United States Attorney

6.23.2022

 Date

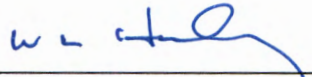


 Brett J. Talley
 Assistant United States Attorney

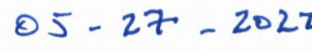
6.23.2022

 Date

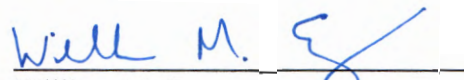
I have read this restitution agreement, understand its terms, and acknowledge that the statements made in the agreement accurately reflect my understanding of the agreement reached regarding restitution. Moreover, I agree to pay restitution in the amounts stated above.



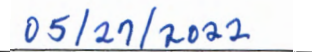
William L. Holladay, III
Defendant



Date




William M. Espy
Attorney for the Defendant

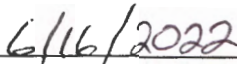


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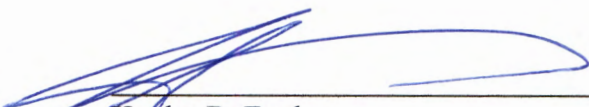
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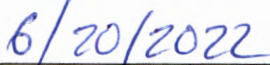
William Richard Carter, Jr.
Defendant



Date



Kepler B. Funk
Alan S. Diamond
Attorneys for the Defendant

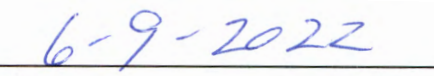


Date


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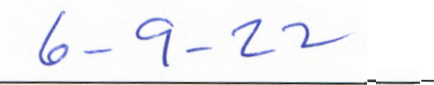
Gregory Earl Corkren
Defendant



Date

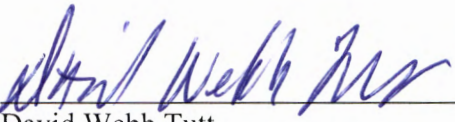


Maxwell H. Pulliam
Attorney for the Defendant

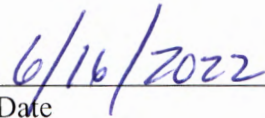


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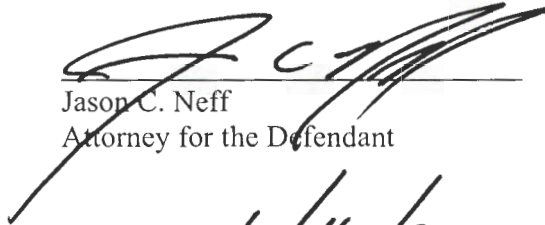
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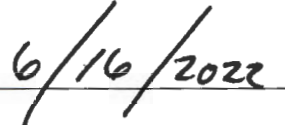
David Webb Tutt
Defendant



Date



Jason C. Neff
Attorney for the Defendant



Date