



U.S. Attorney's Office

Northern District of Texas

1100 Commerce St., Suite 300
Dallas, Texas 75242

PHONE: 214-659-8600
FAX: 214-767-4104

VIA E-MAIL AND FEDERAL EXPRESS

October 25, 2019

Matthew D. Orwig
Winston & Strawn LLP
2121 North Pearl Street, Suite 900
Dallas, Texas 75201
Attorney for Speed Fab Crete

Jeff Kearney
Kearney Wynn
3100 West 7th Street, Suite 420
Fort Worth, Texas 76107
Attorney for David Leon Bloxom

Scott Brown
The Law Office of Scott Brown
3100 West 7th Street, Suite 420
Fort Worth, Texas 76107
Attorney for Ronald Alan Hamm

Michael P. Gibson
Burleson Pate & Gibson, L.L.P.
900 Jackson Street, Suite 330
Dallas, Texas 75202
Attorney for Carl Eugene Hall

Dear Mr. Orwig, Mr. Kearney, Mr. Brown, and Mr. Gibson:

On the understandings specified below, the United States Attorney's Office for the Northern District of Texas ("this Office") and Homeland Security Investigations ("HSI") will not bring any criminal, civil, or administrative action against Speed-Fab Crete, Inc. ("SFC") for any crimes related to a conspiracy to knowingly conceal, harbor, or shield from detection aliens, knowing or in reckless disregard of the fact that such concealing, harboring, or shielding from detection is in violation of the law, beginning in or about September 2016 and continuing until in or about August 2017. This Non-Prosecution Agreement ("Agreement") applies to all known conduct that occurred prior to the date of its execution. This Agreement specifically excludes criminal tax violations, which are under the jurisdiction of the Tax Division of the Department of Justice and cannot be negotiated by this Office.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to SFC. This Agreement does not apply to any other entities or individuals. SFC expressly understands that the protections provided to it by this Agreement shall not be available to any successor entities, whether the successor's interest arises through a merger or plan of reorganization, unless and until such successor formally adopts and executes this Agreement. The protections arising from this Agreement will not apply to any purchasers of all or substantially all of the assets of SFC, unless such purchaser enters into a written agreement, on terms acceptable

to this Office, agreeing in substance to undertake all obligations set forth in this Agreement. Without limiting the effect of any other provision of this Agreement, this Office understands and SFC agrees that should SFC acquire, directly or indirectly, another entity, via merger, purchase of all or substantially all of their assets, or otherwise, SFC will make reasonable efforts to, and will be afforded a prudent period of time to, ensure that the newly-acquired entity adopts and implements an immigration compliance program substantially similar in substance to that adopted by SFC, as outlined in this Agreement.

It is understood that SFC and any subsidiaries: (a) shall truthfully and completely disclose all information with respect to the activities of SFC, including its present and former owners, officers, and employees, and others concerning all matters about which this Office inquires of it; (b) shall cooperate fully with this Office, HSI, and any other law enforcement agency designated by this Office; (c) shall, at this Office's request, use its best efforts promptly to secure the attendance and truthful statements or testimony of any owner, officer, agent, or employee at any meeting or interview, before the grand jury, or at any trial or any court proceeding; (d) shall use its best efforts promptly to provide this Office, upon request, any document, record, or other tangible evidence relating to matters or conduct about which this Office or any designated law enforcement agency inquires; and (e) shall bring to this Office's attention all criminal conduct by or criminal investigations of SFC or its respective senior managerial employees that comes to the attention of SFC, its owners or senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges immigration violations by SFC.

It is understood that SFC accepts and acknowledges responsibility for the facts as set forth in Exhibit A, which is incorporated herein by reference. SFC further agrees that it will not, through its owners or their agents, or management employees, make any public statements on behalf of the company contradicting any of the facts as set forth in Exhibit A. A "public" statement is one that is intended to be delivered to a mass audience. Upon this Office's determination that SFC has made a statement that contradicts Exhibit A of this agreement, this Office shall notify SFC, which may avoid a breach of this Agreement by publicly repudiating such statement within forty-eight (48) hours after notification by this Office. This paragraph is not intended to apply to any statement made by any individual unless the individual is speaking on behalf of SFC. Nothing in this paragraph is intended to limit communications between the company and/or its agents, and elected officials, or from making public statements to correct false, misleading, or inaccurate statements of others.

It is further understood that SFC and any subsidiaries: (a) shall continue to use E-Verify and require such use by staffing agencies for any workers supplied to the

company; (b) shall comply with all of its newly adopted immigration compliance procedures, as referenced in Exhibit A, including those that apply to staffing agencies utilized for contract laborers; (c) shall provide company-wide formal training on vendor immigration compliance procedures; (d) shall continue to retain and consult with immigration counsel; and (e) shall terminate and/or discipline all individuals responsible for the hiring or continued employment of undocumented aliens.

This Agreement, and SFC's obligations hereunder, shall remain in effect for a term of sixty (60) months from the date this Agreement is executed.

It is understood that SFC agrees to pay a sum of \$3,000,000 to the United States Department of Treasury as a monetary payment to resolve the criminal investigation and for the purpose of promoting future law enforcement programs and activities in this field by HSI and such other purposes as may be allowed by statute. The payment shall be made in the following installments: (a) no later than 30 days after execution of this agreement, an amount of \$400,000.00; (b) \$520,000 on the anniversary date of this Agreement each year for a period of five years. SFC agrees to make payments on the forfeiture in the form of a bank or cashier's check, payable to "Customs and Border Protection" and delivered to the attention of the AIRG Supervisor at U.S. Department of Homeland Security, Homeland Security Investigations, 125 E. John Carpenter Freeway, Suite 800, Irving, Texas 75062.

SFC stipulates that the tendered funds are subject to forfeiture as proceeds derived from the offense and the value of property used to facilitate the offense under Title 18, United States Code, § 981(a)(1)(C), and agrees to forfeit the funds to the United States. SFC agrees to waive all rights, title, and interest in the above funds, including any notice requirements or limitations periods established by law or the Constitution. SFC agrees that it will not contest the administrative forfeiture of the above funds in any manner, either directly or in a collateral proceeding, and further agrees to cooperate fully with HSI in the administrative forfeiture. SFC stipulates that no third parties have a collateralized interest in the tendered funds (beyond normal credit arrangements such as line of credit) and agrees that it will assist the United States in defending against any third party claims or petitions. The funds will be deposited into the Department of Treasury Forfeiture Fund for law enforcement purposes, as determined by the Department of Treasury in accordance with Title 31, United States Code Section 9703.

It is understood and agreed that David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall are jointly and severally liable for the full amounts due under this Agreement. In the event that SFC's monetary payment is not paid on schedule or paid in full as per the terms of this Agreement, David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall agree that they are jointly and severally liable and responsible for

curing any default. In the event that SFC fails to make a scheduled payment or does not pay in full as per the terms of this Agreement, David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall further agree that each will submit a personal financial statement under oath and submit to interviews by the U.S. Attorney's Office for the Northern District of Texas regarding their capacity to satisfy SFC's forfeiture obligation. David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall further agree that the government may enforce any forfeiture obligation against them under the Federal Debt Collection Procedures Act of 1990. Should SFC fail to make any of the payments required herein following entry of this Agreement, the government may acquire a lien against any and all property and rights to property of David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall (whether owned jointly or individually). If one of the signatories to this agreement dies, or is found by a court of law to be an "incapacitated person" as that term is defined in Texas Estates Code section 1002.017, the obligations of this agreement will be satisfied by the remaining jointly and severally liable signatories.

It is understood that, should this Office determine SFC has committed any crimes during the term of this Agreement, or that SFC or any of its representatives have given false, incomplete, or misleading testimony or information, or should SFC otherwise violate any provision of this Agreement, SFC shall thereafter be subject to prosecution for any federal violation of which this Office has knowledge, including perjury and obstruction of justice. The parties agree that the applicable statute of limitations on above-referenced prosecutions are tolled during the pendency of this Agreement.

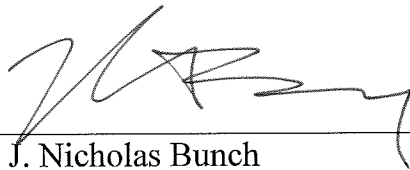
It is understood that if it is determined that SFC has committed any crime after the signing of this Agreement or that SFC or any of its representatives have given false, incomplete, or misleading testimony or information, or have otherwise violated any provision of this Agreement, then: (a) all statements made by SFC representatives to this Office, SFC, or other designated law enforcement agents, and any testimony given by SFC representatives before a grand jury or other tribunal, whether prior to or subsequent to the signing of this Agreement, and any leads from such statement or testimony, shall be admissible evidence in any criminal proceeding brought against SFC; and (b) SFC shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

It is further understood that this Agreement does not bind any federal, state, or local prosecuting authority other than this Office and HSI. This Office will, however, bring the cooperation of SFC to the attention of other prosecuting and other investigative officers if requested by SFC.

It is further understood that SFC, this Office, and HSI may disclose this Agreement, as well as Exhibit A to this Agreement, to the public.

With respect to this matter, from the date of the signing of this Agreement forward, the Agreement supersedes all prior, if any, understandings, promises and/or conditions between this Office/HSI and SFC. No additional promises, agreements, and conditions have been entered into other than those set forth in this letter and none will be entered into unless in writing and signed by all parties.

Sincerely,



J. Nicholas Bunch
Assistant United States Attorney



Cathy Richardson
Special Assistant United States Attorney


AGREED AND CONSENTED TO:

David Bloxom
Owner, Speed Fab Crete
In his representative capacity and individually

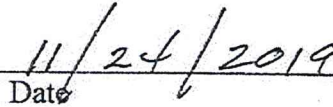
Date

Ronald Hamm
Owner, Speed Fab Crete
In his representative capacity and individually

Date




Carl Eugene Hall
Owner, Speed Fab Crete
In his representative capacity and individually

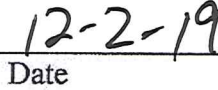


Date

APPROVED:



Matthew D. Orwig
Attorney for Speed Fab Crete




Date

Jeff Kearney
Attorney for David Leon Bloxom

Date

Scott Brown
Attorney for Ronald Alan Hamm

Date

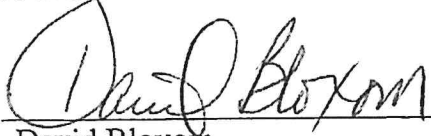


Michael P. Gibson
Attorney for Carl Eugene Hall



Date

AGREED AND CONSENTED TO:



David Bloxom
Owner, Speed Fab Crete
In his representative capacity and individually

12-3-2019

Date

Ronald Hamm
Owner, Speed Fab Crete
In his representative capacity and individually

Date


Carl Eugene Hall
Owner, Speed Fab Crete
In his representative capacity and individually

Date

APPROVED:

Matthew D. Orwig
Attorney for Speed Fab Crete

Date


Jeff Kearney
Attorney for David Leon Bloxom

12-3-19

Date

Scott Brown
Attorney for Ronald Alan Hamm

Date

Michael P. Gibson
Attorney for Carl Eugene Hall

Date

AGREED AND CONSENTED TO:

David Bloxom
Owner, Speed Fab Crete
In his representative capacity and individually
Date _____



Date 11.25.2019

Ronald Hamm
Owner, Speed Fab Crete
In his representative capacity and individually
Date _____

Carl Eugene Hall
Owner, Speed Fab Crete
In his representative capacity and individually
Date _____

APPROVED:

Matthew D. Orwig
Attorney for Speed Fab Crete
Date _____

Jeff Kearney
Attorney for David Leon Bloxom
Date _____



Scott Brown
Attorney for Ronald Alan Hamm
Date 11.25.2019

Michael P. Gibson
Attorney for Carl Eugene Hall
Date _____

EXHIBIT A

In any criminal prosecution or regulatory action brought by the United States, and in support of the Non-Prosecution Agreement dated October 25, 2019, the United States Attorney's Office for the Northern District of Texas and Speed Fab Crete Corporation agree to the following factual statements, which shall be admissible against Speed Fab Crete.

Speed Fab Crete is a construction company located in Kennedale, Texas. David Leon Bloxom, Ronald Alan Hamm, and Carl Eugene Hall were the owners and principals of Speed Fab Crete. Robert Erwin James was the Chief Financial Officer of Speed Fab Crete. Take Charge Staffing was a staffing company located in Fort Worth, Texas. Mark Sevier was the owner and principal of Take Charge Staffing.

In October 2015, Homeland Security Investigations of the Department of Homeland Security ("HSI") commenced a Form I-9 inspection of Speed Fab Crete. Among other things, HSI obtained employment records, including Forms I-9, from Speed Fab Crete concerning its work force. HSI determined that of the 106 employees of Speed Fab Crete, approximately 43 employees were not authorized to work in the United States because they were in the United States illegally.

In April 2016, Speed Fab Crete entered into a settlement agreement with the United States Department of Homeland Security, United States Immigration and Customs Enforcement. In the settlement agreement, Speed Fab Crete agreed to provide ICE with a memorandum, no later than October 15, 2016, detailing the employment status of the 41 illegal aliens. ICE agreed that Speed Fab Crete would have a six-month period before

ICE would conduct any subsequent I-9 inspection. Speed Fab Crete further acknowledged that any subsequent violations may subject the company to enhanced penalties as it would be treated as an employer with previous violations.

In or about February 2016, before entering into the settlement with ICE, Speed Fab Crete began taking steps to replace the 43 illegal aliens with legal employees. To that end, Speed Fab Crete's owners, including Carl Eugene Hall, met with representatives from Take Charge Staffing, including Mark Sevier, about whether Take Charge Staffing could supply legal employees. During the meeting, Carl Eugene Hall asked Mark Sevier if he could provide a "payroll" service by transferring the illegal aliens to Take Charge Staffing's payroll system and assigning them back to Speed Fab Crete. At the time, Mark Sevier refused to engage in such conduct.

Between February 2016 and September 2016, Take Charge Staffing attempted to supply legal workers to Speed Fab Crete, but was largely unsuccessful in replacing the full work force. In or about June 2016, Take Charge Staffing informed Speed Fab Crete that they would be willing to transfer some of the illegal alien workers from Speed Fab Crete's payroll to Take Charge Staffing's payroll and then assign them to work at Speed Fab Crete. Sometime in or about September 2016, Take Charge Staffing again reached out to Speed Fab Crete and informed Speed Fab Crete that they were willing to provide the "payroll" service for 23 illegal aliens at Speed Fab Crete. Speed Fab Crete agreed to transfer the 23 illegal aliens to the payroll of Take Charge Staffing. On or about September 23, 2016, Speed Fab Crete terminated 39 illegal aliens and essentially reassigned 23 illegal aliens from Speed Fab Crete's payroll to Take Charge Staffing's

payroll. Each of the 23 illegal aliens returned to work at Speed Fab Crete the following business day.

On or about October 11, 2016, in accordance with the Settlement Agreement with ICE, Speed Fab Crete, under the signature of Speed Fab-Crete's Chief Financial Officer, sent a written statement to the government stating that all 39 of the illegal aliens were released and were "no longer working at Speed Fab-Crete Corporation," which was false and misleading

It is estimated that the proceeds derived by Speed Fab Crete in utilizing the unauthorized workforce during this time period was at least \$3,000,000.00.