

FILED
FEB 17 2021
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY _____ DEPUTY

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7 **UNITED STATES DISTRICT COURT**
8 **SOUTHERN DISTRICT OF CALIFORNIA**

9 UNITED STATES OF AMERICA,
10
11 v.
12 COLAS DJIBOUTI, LLC
13
14 Defendant.

Case No. 21CR0280-WQH

DEFERRED PROSECUTION AGREEMENT

15 IT IS HEREBY AGREED between the UNITED STATES OF AMERICA,
16 through its counsel, Robert S. Brewer, United States Attorney, and
17 Mark W. Pletcher and Andrew J. Galvin, Assistant United States
18 Attorneys, and Colas Djibouti, SARL, with the advice and consent
19 of Frederic M. Levy and James Garland, counsel for defendant:

20 **RELEVANT PARTIES**

21 1. Colas Djibouti hereby enters into this Deferred
22 Prosecution Agreement ("DPA") with the United States Attorney's
23 Office for the Southern District of California (the "USAO").
24 Simultaneous with the filing of the DPA, Colas Djibouti will also
25 enter into a civil settlement agreement, filed herewith, to resolve
26 any potential civil claims under the False Claims Act, the Program
27 Fraud Civil Remedies Act, the Contract Disputes Act, and common
28 law theories of unjust enrichment and fraud.

Def. Init. TT

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CRIMINAL INFORMATION AND ACCEPTANCE OF RESPONSIBILITY

2. Colas Djibouti acknowledges and agrees that the USAO will file a Criminal Information, charging Colas Djibouti with Conspiracy to Commit Wire Fraud in violation of Title 18, United States Code, Sections 1349, 1343. Colas Djibouti knowingly waives its right to Indictment on this charge. Colas Djibouti further knowingly waives any objection based on the statute of limitations; subject matter, personal, or extra-territorial jurisdiction; or venue for filing the Information and the DPA in the United States District Court for the Southern District of California.

3. Colas Djibouti admits, accepts, and acknowledges that it is responsible for the acts of its officers, employees, and agents. Colas Djibouti admits, accepts, acknowledges, and stipulates that the facts set forth in the Statement of Facts, attached hereto as Exhibit A (and incorporated herein by reference), are true and accurate and had this case proceeded to trial, the United States would have proven these facts beyond a reasonable doubt. Should the USAO pursue the prosecution that is deferred by this Agreement, Colas Djibouti agrees that it will neither contest the admissibility of, nor contradict the facts as stated in, the Information and the Statement of Facts in any proceeding, including during trial, guilty plea, or sentencing.

TERM OF THE AGREEMENT

4. This Agreement is effective for a period beginning on the date on which the Information is filed and ending two years from that date (the "Term"). Colas Djibouti agrees that in the

1 event that the USAO determines that Colas Djibouti has knowingly
2 violated any provision of this Agreement, an extension of the Term
3 may be imposed by the USAO in its sole discretion for up to an
4 additional period of one year, without prejudice to the USAO's
5 rights to proceed as provided in Paragraphs 13 through 16.

6 **COOPERATION AND DISCLOSURE REQUIREMENTS**

7 5. Colas Djibouti shall cooperate fully with the USAO in
8 any and all matters relating to the conduct described in this
9 Agreement and the Statement of Facts. At the request of the USAO,
10 Colas Djibouti shall also cooperate fully with any domestic or
11 foreign law enforcement and regulatory authorities and agencies in
12 any investigation of Colas Djibouti or any of its present or former
13 officers, employees, agents, and consultants, or any other party.
14 Colas Djibouti agrees that its cooperation pursuant to this
15 paragraph shall include, but not be limited to, the following:

16 a. Colas Djibouti shall truthfully disclose all
17 factual information not protected by a valid claim of attorney-
18 client privilege with respect to its activities, and those of its
19 present and former officers, employees, agents, and consultants
20 about which the USAO may inquire. This obligation of truthful
21 disclosure includes, but is not limited to, the obligation of Colas
22 Djibouti to provide to the USAO, upon request, any document,
23 record, or other tangible evidence in its possession, and a
24 certification attesting to the authenticity of any such document,
25 record, or other tangible evidence.

26 b. Upon request of the USAO, Colas Djibouti shall
27 designate knowledgeable employees, agents, or attorneys to provide
28 to the USAO the information and materials described in Paragraph

1 5(a) on behalf of Colas Djibouti. Colas Djibouti must at all times
2 provide complete, truthful, and accurate information.

3 c. Colas Djibouti shall use its best efforts to
4 identify and make available for interviews or testimony, as
5 requested by the USAO, present or former officers, employees,
6 agents and consultants. This obligation includes, but is not
7 limited to, interviews with U.S. or foreign law enforcement and
8 regulatory authorities, sworn testimony before a federal grand
9 jury, in a federal trial, or any other proceeding.

10 d. With respect to any information, testimony,
11 documents, records, or other tangible evidence provided to the
12 USAO under this Agreement, Colas Djibouti consents to any and all
13 disclosures, subject to applicable law and regulations, to other
14 governmental authorities, including United States authorities and
15 those of a foreign government of such materials as the USAO, in
16 its sole discretion, shall deem appropriate.

17 6. In addition to the obligations in Paragraph 5, during
18 the Term, should Colas Djibouti learn of credible evidence or
19 allegations of any violation of U.S. federal law, Colas Djibouti
20 shall promptly report such evidence or allegations to the USAO.

21 **FORFEITURE**

22 7. As set forth in the attached Forfeiture Addendum,
23 incorporated herein by reference, Colas Djibouti agrees to forfeit
24 \$8,000,000 to the United States, as directed by the USAO.

25 **RESTITUTION**

26 8. Colas Djibouti agrees to pay restitution in the full
27 amount of the victim's losses, pursuant to 18 U.S.C. §§ 3556,
28 3663A(c)(1)(A)(ii) and 3664(f)(1)(A), in the amount of

1 \$10,042,002, payable on the date on which the Information is filed,
2 to the U.S. Department of the Navy, as directed by the USAO.

3 Any amounts forfeited subject to the attached Forfeiture
4 Addendum will be credited against this restitution obligation,
5 whether or not funds are submitted for restoration or restored.

6 **CRIMINAL FINE**

7 9. Colas Djibouti further agrees to pay a criminal fine in
8 the amount of \$2,500,000 on the date on which the Information is
9 filed, as directed by the USAO. This amount is a final payment
10 and shall not be refunded. Nothing in this Agreement shall be
11 deemed acquiescence by the USAO that this amount is the maximum
12 criminal fine that may be imposed in any future prosecution, and
13 the USAO shall not be precluded in such a prosecution from arguing
14 that the Court should impose a higher criminal fine or additional
15 monetary penalties. The USAO agrees, however, that in the event of
16 a subsequent breach and prosecution, it will recommend to the Court
17 that the criminal fine paid pursuant to this Paragraph be credited
18 toward whatever criminal fine the Court subsequently imposes. Such
19 a recommendation will not be binding on the Court.

20 **GOVERNMENT COMMITMENT**

21 10. In consideration of (1) the actions of Colas Djibouti in
22 voluntarily conducting an investigation by outside legal counsel
23 regarding the matters described in the attached Statement of Facts
24 and other matters disclosed to the USAO; (2) the cooperation of
25 Colas Djibouti with the investigation conducted by the USAO; and
26 (3) the willingness of Colas Djibouti to acknowledge
27 responsibility for its conduct and that of its subsidiaries,
28 affiliates, agents, and representatives and to continue its

1 cooperation with the USAO, the USAO agrees that any prosecution of
2 Colas Djibouti for the conduct set forth in the attached Statement
3 of Facts, and for all other conduct Colas Djibouti disclosed to
4 the USAO prior to the date of this Agreement concerning its
5 business activities in the Republic of Djibouti, be and hereby is
6 deferred for a period of two years from the date of this Agreement.

7 **TERMS OF DISMISSAL**

8 11. The USAO agrees that if at the end of the two-year term
9 of this Agreement, Colas Djibouti is, and has been, in full
10 compliance with all of its obligations under this Agreement, the
11 USAO will not continue the criminal prosecutions against Colas
12 Djibouti described in Paragraph 2, will not bring any additional
13 charges against Colas Djibouti relating to the conduct described
14 in this Agreement and the Statement of Facts, will move to dismiss
15 the Information, and this Agreement shall expire.

16 **BREACH OF THE AGREEMENT**

17 12. If, during the Term, the USAO determines that Colas
18 Djibouti has violated any term of this Agreement, Colas Djibouti
19 shall thereafter be subject to prosecution for the conduct set
20 forth in the Statement of Facts. The statute of limitations for
21 any such criminal conduct shall be tolled between January 1, 2018
22 and the end of the Term - including any extension - plus one year.

23 13. If the USAO determines that Colas Djibouti has violated
24 this Agreement, the USAO agrees to provide Colas Djibouti with
25 written notice thereof prior to instituting any prosecution.
26 Within 30 days of such notice, Colas Djibouti shall have the
27 opportunity to respond to the USAO in writing to explain the nature
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1 and circumstances of the violation, as well as the actions Colas
2 Djibouti has taken to remedy the violation of this Agreement.

3 14. In the event Colas Djibouti violates this Agreement and
4 the USAO initiates a criminal prosecution: (a) all statements made
5 by or on behalf of Colas Djibouti to the USAO or to the Court,
6 including the Statement of Facts, and any testimony given by or on
7 behalf of Colas Djibouti before a grand jury, a court, any
8 tribunal, or at any legislative hearings, whether prior or
9 subsequent to this Agreement, or any leads derived from such
10 statements or testimony, shall be admissible in evidence in any
11 and all criminal proceedings brought by the USAO against Colas
12 Djibouti; and (b) Colas Djibouti shall not assert any claim under
13 the Constitution, Rule 11(f) of the Federal Rules of Criminal
14 Procedure, Rule 410 of the Federal Rules of Evidence, or any other
15 federal rule, that statements made by or on behalf of Colas
16 Djibouti, specifically, including without limitation, those within
17 the Statement of Facts, prior or subsequent to this Agreement, and
18 any leads derived therefrom, should be suppressed.

19 15. Colas Djibouti acknowledges that the USAO has made no
20 representations, assurances, or promises concerning what sentence
21 may be imposed by the Court if Colas Djibouti were to breach this
22 Agreement and this matter proceeded to judgment and sentencing. At
23 any future sentencing hearing, Colas Djibouti acknowledges that
24 the sentence is solely within the discretion of the Court and that
25 nothing in this Agreement binds or restricts the Court in the
26 exercise of its discretion. At any future sentencing hearing, the
27 USAO may advocate for any lawful sentence.

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1 LIMITATION ON BINDING EFFECT OF AGREEMENT

2 16. This Agreement is binding on Colas Djibouti and the USAO
 3 and does not bind any other federal agencies, or any state, local
 4 or foreign law enforcement or regulatory agencies, or any other
 5 authorities, in any criminal, civil or administrative proceeding,
 6 although the USAO will bring Colas Djibouti's cooperation under
 7 this Agreement to the attention of such agencies and authorities
 8 if requested to do so by Colas Djibouti.

9 17. This Agreement provides no protection against criminal
 10 prosecution or civil or administrative action against any present
 11 or former director, officer, employee, agent, representative,
 12 consultant, or contractor of Colas Djibouti, or any other entity,
 13 for any violations committed by them.

14 SUCCESSOR LIABILITY

15 18. Colas Djibouti agrees that in the event it, during the
 16 Term, including any extension, sells, merges, or transfers all or
 17 substantially all of its business operations, whether such is
 18 structured as a stock or asset sale, merger, or transfer, or
 19 otherwise ceases to do business as Colas Djibouti, its parent
 20 company, Colas, S.A., shall thereupon become its successor in
 21 interest in each and every obligation described in this Agreement.

22 COMPLETE AGREEMENT

23 19. This Agreement sets forth all the terms of the Agreement
 24 between Colas Djibouti and the USAO. No modifications or additions
 25 to this Agreement shall be valid unless they are in writing and
 26 signed by the USAO, the attorneys for Colas Djibouti, and a duly
 27 authorized representative of Colas Djibouti.


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NOTICE

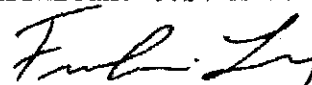
20. Any notice under this Agreement shall be made by personal, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to the Chief - Major Fraud and Public Corruption Section, United States Attorney's Office, Room 6293, 880 Front Street, San Diego, California 92101, and for Defendant c/o Frederic Levy, Covington & Burling, One CityCenter 850 Tenth Street, NW Washington, DC 20001-4956.

ROBERT S. BREWER
United States Attorney



MARK W. FLETCHER
ANDREW J. GALVIN
Assistant U.S. Attorneys

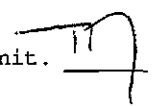
2/3/2021
DATED

January 19, 2021
DATED


FREDERIC M. LEVY, ESQ
JAMES GARLAND, ESQ
Defense Counsel

11th DECEMBER 2020
DATED


THIERRY MADELON
CHIEF EXECUTIVE OFFICER
Colas Djibouti, SARL

Def. Init. 

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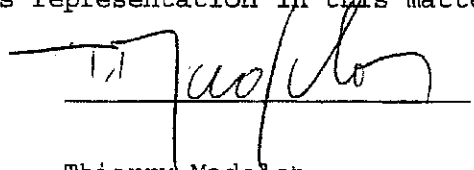
COMPANY OFFICER'S CERTIFICATE

I, Thierry Madelon, certify that I am the Chief Executive Officer for Colas Djibouti, and I am authorized to execute this Agreement.

I have read this Agreement and carefully reviewed every part of it with outside counsel for Colas Djibouti. Counsel fully advised me of Colas Djibouti's rights, possible defenses, the relevant Sentencing Guidelines provisions, and the consequences of entering into this Agreement. I, on behalf of Colas Djibouti, understand the terms of this Agreement and knowingly and voluntarily agree, on behalf of Colas Djibouti, to its terms.

No promises or inducements have been made other than those contained in this Agreement. No one has threatened or forced me, or, to my knowledge, any person authorizing this Agreement on Colas Djibouti's behalf, in any way to enter into this Agreement. I am satisfied with outside counsel's representation in this matter.

11th DECEMBER 2020



DATED

Thierry Madelon,
Chief Executive Officer
COLAS DJIBOUTI, SARL

CERTIFICATE OF COUNSEL


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I am counsel for Colas Djibouti in the matter covered by this Agreement. In connection with such representation, I have examined relevant Colas Djibouti documents and have discussed the terms of this Agreement with the Colas Djibouti's Board of Directors. I have fully advised them of Colas Djibouti's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into this Agreement. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of Colas Djibouti has been duly authorized to enter into this Agreement on Colas Djibouti's behalf; that this Agreement has been duly and validly authorized, executed, and delivered on Colas Djibouti's behalf; and that this Agreement is a valid and binding obligation of Colas Djibouti. To my knowledge, Colas Djibouti's decision to enter into this Agreement is an informed, knowing, and voluntary one.



December 16, 2020
DATED

FREDERIC M. LEVY, Esq.
Covington & Burling, LLP
Attorney for Colas Djibouti

Def. Init. 

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SUCCESSOR IN INTEREST AGREEMENT

I, Fabrice GARDES, certify that I am CEO for Colas S.A., and I am authorized to execute this agreement on its behalf.

I have read this Agreement and carefully reviewed every part of it with outside counsel for Colas S.A. Counsel has fully advised me of Colas S.A.'s rights, possible defenses, the relevant Sentencing Guidelines provisions, and the consequences of entering into this Agreement. I have further carefully reviewed the terms of this Agreement with Colas S.A.'s Board of Directors, and I have caused Colas S.A.'s outside counsel to advise the Board of Directors fully of Colas Djibouti's rights, possible defenses, the relevant Sentencing Guidelines' provisions, and the consequences of entering into the Agreement.

I understand the terms of this Agreement and knowingly and voluntarily agree, on behalf of Colas S.A., that should Colas Djibouti sell, merge, or transfer all or substantially all of its business operations, whether such is structured as a stock or asset sale, merger, or transfer, or otherwise effectively ceases to do business as Colas Djibouti, whether or not the Colas Djibouti corporate entity remains in existence, Colas S.A. shall immediately thereupon assume each and every one of Colas Djibouti's obligations under this Agreement, as its successor in interest, including, but not limited to, the obligation to make complete restitution, to remit the prescribed forfeiture and monetary penalty, and to cooperate fully with the USAO.

11/12/20
DATED

[Signature]
COLAS S.A.
Def. Init. 11

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EXHIBIT A

STATEMENT OF FACTS

This Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement ("the Agreement") between the U.S. Attorney's Office for the Southern District of California (the "USAO") and Colas Djibouti SARL ("Colas Djibouti"). The parties agree and stipulate that the following facts are true and accurate, and if this case had proceeded to trial, the United States would have proved these facts beyond a reasonable doubt. As set forth in Paragraph 3 of the Agreement, Colas Djibouti admits, accepts, and acknowledges that it is responsible for the acts of its officers, employees, and agents as follows:

1. Between 2012 to mid-2014 ("the relevant period"), Colas Djibouti, a wholly-owned subsidiary of Colas, S.A., operated in the Republic of Djibouti as a contractor and subcontractor to the United States, providing and laying concrete.

2. Colas Djibouti held the following contracts and subcontracts to provide concrete to the United States Department of Defense and the Department of State at Camp Lemonnier, Chabelley Airfield, and the U.S. Embassy in the Republic of Djibouti:

#	Contract Number	Project Name
1	N62470-13-C-3001	Task Force Compound
2	N33191-09-D-0120	Aircraft Apron/Taxiway and Maintenance Shelter
3	N33191-09-D-0119	Fuel Farm
4	N33191-13-D-0843	Aircraft Maintenance Hangar/Telecom Facility
5	N33191-12-D-0616	Taxiway Ramp
6	N33191-12-C-0614	Deployed Billeting and Expeditionary Lodging
7	N62470-06-D-6009	SOCCE Expansion
8	N62470-12-C-2008	Combat Aircraft Loading Area
9	N62470-12-C-2008	Taxiway Extension and Ammunition Supply Point
10	SDJ1001-3-C-0012	Prime Contractor for Warehouse Fencing and Concreting
11	N62470-15-C-5000	Unaccompanied Housing
12	N62470-13-C-3016	Galley Addition
13	N33191-10-C-0226	SOCCE CLUs
14	N62470-13-C-3001 ("Project 688")	Forward Operating Site

3. These contracts specified requirements for the ingredients, composition, and characteristics of the concrete to be provided by Colas Djibouti, including alkali-silica reactivity, aggregate grading and size, water chloride concentration, resistance, and for the U.S. Embassy contract, concrete thickness.

4. Colas Djibouti maintained a laboratory certified by the United States Army Corps of Engineers ("USACE") to test for certain of the contracts' specifications and certify that the ingredients, mix design, and the resulting concrete complied with those contract specifications. Specialized testing that Colas Djibouti was not certified to perform, like alkali-silica reactivity testing, was to be outsourced to a third-party laboratory.

1 5. Notwithstanding its obligations to test and certify its
2 concrete's compliance with contract specifications, Colas Djibouti
3 created fictitious test results, made fraudulent representations
4 regarding its concrete's composition, and knowingly provided
5 cheaper, noncompliant concrete to the United States that did not
6 comply with the relevant contractual specifications.

7 6. As a representative example, Colas Djibouti obtained
8 third-party testing of the alkali-silica reactivity of the
9 aggregate it intended to use for Contracts 2, 3, 4, & 5. Though
10 the tests indicated that the aggregate was alkali-silica reactive,
11 the Colas Djibouti laboratory staff did not mitigate the alkali-
12 silica reactivity with fly ash, and as a result, knowingly created
13 out-of-specification concrete mix designs and provided the
14 noncompliant concrete to the United States.

15 7. With respect to Contracts 1 & 4, the Colas Djibouti
16 laboratory staff created fictitious alkali-silica reactivity test
17 results, spuriously indicating compliance with the contract
18 specifications. Despite knowing the alkali-silica reactivity test
19 results were fictitious, senior Colas Djibouti employees approved
20 submitting the test results as bona fide.

21 8. With respect to Contracts 1, 2, 4, 6, & 8, Colas Djibouti
22 laboratory staff fabricated test results showing that the
23 aggregate size complied with the contracts' specifications despite
24 knowing Colas Djibouti's equipment was incapable of producing the
25 specified aggregate sizes. For each contract, Colas Djibouti
26 knowingly supplied noncompliant concrete to the United States.

27 9. With respect to Contract 5, Colas Djibouti submitted a
28 concrete mix design, which it represented was compliant with the

1 contract's aggregate specifications, despite knowing that that
2 representation was fraudulent and that it could not produce the
3 required aggregate sizes. For this contract, too, Colas Djibouti
4 knowingly supplied noncompliant concrete to the United States.

5 10. For Contracts 1, 4, 5, 6, & 8, the water Colas Djibouti
6 used for its concrete mix designs contained chloride
7 concentrations in excess of the contracts' specifications, and
8 Colas Djibouti knowingly provided the resulting noncompliant
9 concrete to the United States. In one instance, in response to a
10 request for an analysis of the water used in the mix design, the
11 Colas Djibouti laboratory staff, at the direction of Colas Djibouti
12 management, provided an analysis of bottled water. The laboratory
13 staff, however, did not indicate on the analysis that they had
14 tested bottled water rather than the water used in the mix design.
15 Colas Djibouti's management then authorized the laboratory staff
16 to provide the misleading water analysis.

17 11. With respect to Contract 5, the Colas Djibouti
18 laboratory staff, at the direction of Colas Djibouti management,
19 falsified a concrete mix design that misrepresented the water-to-
20 cement ratio used. The actual ratio used was not in compliance
21 with the contract's specifications, but Colas Djibouti knowingly
22 supplied the resulting noncompliant concrete to the United States.

23 12. With respect to Contract 6, the Colas Djibouti
24 laboratory staff, at the direction of Colas Djibouti management,
25 fabricated compressive strength test results purporting to verify
26 that the required concrete resistance had been achieved.

27 13. Likewise, with respect to Contract 10, Colas Djibouti
28 laboratory staff, at the direction of Colas Djibouti management,

1 fabricated test results purporting to verify that the specified
2 compressive strength had been achieved. For this contract, too,
3 Colas Djibouti knowingly supplied noncompliant concrete.

4 14. As a result of its fraudulent conduct, for each of
5 Contracts 1-13, as set forth above, Colas Djibouti provided
6 noncompliant concrete containing, in whole or in part: (1)
7 aggregate that did not meet gradation requirements; (2) excessive
8 alkali-silica reactive material; and (3) elevated chloride
9 content. These conditions could promote early-age cracking,
10 surface defects, and the corrosion of embedded steel, and thus,
11 significantly impair the concrete's long-term durability.

12 15. For the purposes of executing the scheme to defraud the
13 United States of money and property by means of material false
14 statements and representations, defendant and its conspirators
15 transmitted and caused to be transmitted by wire various emails
16 and invoices in interstate and foreign commerce.

17 16. A substantial part of the fraudulent scheme was
18 committed in Djibouti, outside the United States, and as part of
19 the scheme, Colas Djibouti intentionally engaged in sophisticated
20 conduct, including creating fictitious test results and making
21 fraudulent representations regarding its concrete's composition.

22 17. As a result of the fraudulent scheme, Colas Djibouti
23 caused loss to the United States of at least \$10,042,002.
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FORFEITURE ADDENDUM

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A. Property Subject to Forfeiture. As set forth in Paragraph 7 of the Deferred Prosecution Agreement, Colas Djibouti agrees to forfeit \$8,000,000 ("Subject Assets") to the United States.

B. Bases of Forfeiture. Colas Djibouti acknowledges that the Subject Assets are subject to forfeiture as proceeds of criminal activity pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), and as substitute assets for property otherwise subject to forfeiture pursuant to 21 U.S.C. § 853(p) and 28 U.S.C. § 2461(c).

C. Consent To Forfeiture. Colas Djibouti consents to the immediate forfeiture of the Subject Assets upon the filing of the Information and the Deferred Prosecution Agreement. Such consent will be considered final and irrevocable as to Colas Djibouti's interests in the Subject Assets. Colas Djibouti agrees to take all steps requested by the United States to pass clear title to the Subject Assets to the United States. Colas Djibouti further agrees to execute any document requested by the United States to facilitate the forfeiture of the Subject Assets, including any substitute asset wherever located, in an amount to fully satisfy the forfeiture. Colas Djibouti further agrees not to contest or to assist any other person or entity in contesting the forfeiture of the Subject Assets, and Colas Djibouti specifically agrees to obtain from any party who has an interest in the Subject Assets any consent forms required to facilitate or complete the forfeiture of the Subject Assets.

D. Forfeiture. Within one day of the filing of the Information and the Deferred Prosecution Agreement, Colas Djibouti agrees to remit \$8,000,000, as directed by the U.S. Attorney's Office for the Southern District of California. The parties agree that any amounts

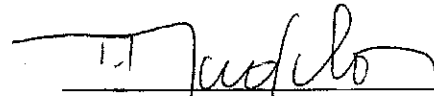
1 forfeited pursuant to this Forfeiture Addendum shall be credited
2 against the amount of defendant's restitution obligation.

3 E. Waivers of Notice and Requirements. In addition to its
4 immediate and irrevocable consent to the forfeiture of the Subject
5 Assets, Colas Djibouti waives the requirements of Federal Rules of
6 Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture
7 in the charging instrument, announcement of the forfeiture at a
8 sentencing, and incorporation of the forfeiture in a judgment.
9 Defendant further waives the requirements of 18 U.S.C. § 983.

10 F. Waiver of Challenges and Appeal. Colas Djibouti agrees to
11 waive any and all challenges, in any manner, without limitation,
12 (including direct appeal, habeas corpus, or any other means) to any
13 forfeiture carried out in accordance with this Agreement.

14 G. Breach. Failure of Colas Djibouti to fully and timely
15 comply with any of the promises or obligations set forth in this
16 Forfeiture Addendum will constitute an immediate, material breach of
17 the Deferred Prosecution Agreement.

18 11th DECEMBER 2020
19 DATED


THIERRY MADELON
Chief Executive Officer
COLAS DJIBOUTI, SARL

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