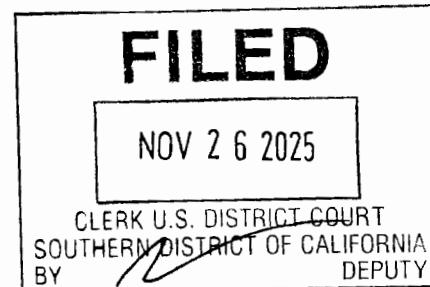


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10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

25-cr-04519-CAB

12 UNITED STATES OF AMERICA,

Case No. *[Redacted]*

13 Plaintiff,

PLEA AGREEMENT

14 v.
15 **(DEFERRED ENTRY OF JUDGMENT)**

16 BJS & T ENTERPRISES, INC. (1),
dba SAN DIEGO POWDER &
17 PROTECTIVE COATINGS,

Defendant

18
19 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,
20 through its counsel, Adam Gordon, United States Attorney, and Michael
21 A. Deshong and Henry F.B. Beshar, Assistant United States Attorneys, and
22 defendant, BJS & T ENTERPRISES, INC. dba SAN DIEGO POWDER & PROTECTIVE
23 COATINGS (hereinafter, "SDPC" or "Defendant"), with the advice and
24 consent of Jeremy Warren, counsel for defendant, as follows:

25 //

26 //

27 //

28 //

SDPC Rep. Initials *[Signature]*

I

THE PLEA

A. THE CHARGE

4 Defendant agrees to plead guilty to a one-count Information
5 charging defendant with:

6 Beginning on a date unknown and continuing up to and including
7 March 27, 2025, within the Southern District of California,
8 defendants BJS & T ENTERPRISES, INC., dba SAN DIEGO POWDER &
9 PROTECTIVE COATINGS, and KARLI BUXTON engaged in a pattern and
10 practice of hiring, recruiting, and referring for a fee, for
employment in the United States, aliens, including [table of
aliens omitted] knowing the aliens were unauthorized aliens
with respect to such employment; in violation of Title 8,
United States Code, Sections 1324a(a)(1)(A) and (f).

5. AGREEMENT NOT TO PROSECUTE ADDITIONAL CHARGES OR INDIVIDUALS

13 In exchange for Defendant's plea of guilty, the United States
14 agrees not to prosecute additional criminal charges under Title 8 of
15 the United States Code, based solely on the same conduct described
16 herein, against Defendant or to prosecute Defendant's owners,
17 directors, managers, or supervisors for the same conduct described
18 herein unless Defendant breaches this plea agreement in any way,
19 including but not limited to full and timely payment of the forfeiture
20 or fine described herein, or if the guilty plea entered pursuant to
21 this agreement is set aside for any reason.

C. WAIVER OF CERTAIN RIGHTS

23 In consideration of the concessions made by the Government pursuant
24 to this Agreement, Defendant knowingly waives all its rights to a speedy
25 trial pursuant to the Sixth Amendment to the United States Constitution,
26 Title 18, United States Code, Section 3161, and Federal Rule of Criminal
27 Procedure 48(b).

28 //

10

1 D. FORFEITURE

2 SDPC consents to the forfeiture allegations of the Information and
3 agrees the attached Forfeiture Addendum shall govern forfeiture in this
4 case and the Forfeiture Addendum is incorporated into this Agreement.
5 SDPC understands that full and timely payment of forfeiture is a material
6 part of the agreement and failure to comply with its terms is a material
7 breach of the agreement. Defendant further agrees and understands that
8 upon payment of the forfeiture such forfeiture is complete and final as
9 to the Defendant even if the case is subsequently dismissed.

10 E. PACKAGE DISPOSITION

11 **This plea agreement is part of a "package" disposition. In order**
12 **for defendant to receive the benefit of this agreement, codefendant**
13 **KARLA BUXTON (D2) must plead guilty at the same time. See Section VI.E.**
14 **below.**

15 **II**

16 **AGREEMENT TO DEFER PROSECUTION**

17 It appears that the interest of the United States, SDPC's interests,
18 and the interests of justice will be served by deferring prosecution of
19 this offense for a period of 24 months (the "Deferral Period"), provided
20 SDPC complies with the terms and conditions of this Agreement, including
21 the satisfaction of the terms of the Forfeiture Addendum. If SDPC
22 complies with the terms and conditions of this Agreement, the United
23 States agrees to dismiss the charge in the Information and agrees not
24 to prosecute Defendant for any conduct described in this Agreement.
25 Within thirty days of the expiration of the Deferral Period (or earlier
26 if the United States, in its sole discretion, determines to do so), the
27 United States shall seek dismissal of the one-count Information.
28 However, should the United States determine that Defendant, after the

1 execution of this Agreement and prior to the end of the Deferral Period,
2 has violated the terms and conditions of this Agreement, the United
3 States may proceed with prosecution. The parties agree that neither this
4 Agreement nor the Information constitutes a final adjudication on the
5 merits of any charges.

6 The parties agree upon a 24-month Deferral Period. The Deferral
7 Period shall commence upon the entry by the Court of an order approving
8 this Agreement and excluding the time from the effective date of the
9 Agreement through the end of the Deferral Period from consideration
10 under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2). From the effective
11 date of the Agreement through the end of the Deferral Period, Defendant
12 will comply with the following conditions:

- 13 1. Defendant shall not violate any federal, state, or local law,
14 including federal tax law;
- 15 2. Defendant shall become a member of ICE Mutual Agreement
16 between Government and Employers (IMAGE) program, including
17 submitting to a voluntary inspection of its Form I-9
18 documentation for all current employees within nine (9) months
19 of executing this Agreement;
- 20 3. Defendant shall use E-Verify to confirm the employment
21 eligibility of all employees beginning work for Defendant
22 during the Deferral Period; and
- 23 4. Defendant shall pay the agreed upon \$230,000 forfeiture in
24 full.

25 If Defendant fails to specifically perform or to fulfill completely
26 each of its obligations under this Agreement, after the execution of
27 this Agreement and prior to the end of the Deferral Period, regardless
28 of whether the United States becomes aware of such a breach prior to or



1 after the Deferral Period is complete, Defendant may thereafter be
2 subject to prosecution, at the sole discretion of the United States, for
3 any federal criminal violation of which the United States has knowledge,
4 including, but not limited to, the charge in the information described
5 in Paragraph 1 and any other charges that arise from the conduct set
6 forth in this Agreement, which may be pursued in the U.S. District Court
7 of the Southern District of California or any other appropriate venue.

8 Determination of whether Defendant has breached this Agreement and
9 whether to pursue prosecution of Defendant shall be in the United States'
10 sole discretion. Any such prosecution may be premised on information
11 provided by Defendant to the United States. Any such prosecution relating
12 to the conduct described in this Agreement or relating to conduct known
13 to the United States prior to the date on which this Agreement was signed
14 that is not time-barred by the applicable statute of limitations on the
15 date of the signing of this Agreement may be commenced against Defendant
16 notwithstanding the expiration of the statute of limitations between the
17 signing of this Agreement and the expiration of the Deferral Period plus
18 six months. Thus, by signing this Agreement, Defendant agrees that the
19 statute of limitations with respect to any such prosecution that is not
20 time-barred on the date of the signing of this Agreement shall be tolled
21 for the Deferral Period plus six months. In addition, Defendant agrees
22 that the statute of limitations as to any violation of federal law that
23 occurs during the Deferral Period will be tolled from the date upon
24 which the violation occurs for the duration of the Deferral Period plus
25 six months, and that this period shall be excluded from any calculation
of time for purposes of the application of the statute of limitations.

26
27 Defendant agrees that in the event that the United States
28 determines, in its sole discretion, that Defendant has violated any



1 provision of this Agreement, an extension or extensions of the Deferral
2 Period may be imposed by the United States, in its sole discretion, for
3 up to a total additional time period of 12 months, without prejudice.
4 Any extension of the Agreement extends all terms of this Agreement.

5 In the event that the United States determines that Defendant has
6 breached this Agreement, the United States agrees to provide Defendant
7 with written notice of such breach prior to instituting any prosecution
8 or extension of the Deferral Period resulting from such breach. Within
9 thirty (30) days of receipt of such notice, Defendant shall have the
10 opportunity to respond to the United States in writing to explain the
11 nature and circumstances of such breach. The United States shall consider
12 Defendant's explanation in determining whether to institute a
13 prosecution or extend the Deferral Period. For the purposes of this
14 Agreement, Defendant shall be deemed to have received notice as of the
15 day written notice is mailed, sent, or otherwise transmitted to the last
16 known mailing or e-mail address of Defendant or any person who has
17 agreed to accept service of such notice on Defendant's behalf or the
18 mailing or e-mail address of undersigned defense counsel for Defendant.

19 **II**

20 **NATURE OF THE OFFENSE**

21 **A. ELEMENTS EXPLAINED**

22 The offense to which defendant is pleading guilty has the following
23 elements:

24 1. Defendant hired, recruited, or referred for a fee, aliens
25 for employment in the United States;
26 2. The aliens were not lawfully admitted for permanent
27 residence or lawfully authorized to work in the United
States;

3. Defendant knew the aliens were not lawfully admitted for permanent residence and that they were not otherwise lawfully authorized to work in the United States;
4. Defendant hired the unauthorized aliens as part of a pattern or practice of employing unauthorized aliens.

To convict a business organization of a criminal offense based on the conduct of an employee or agent, the United States must prove (1) that an employee or agent acting within the scope of his or her authority at the organization committed the offense, and (2) that the employee or agent was acting in part to benefit the organization.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each element of the crime and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

1. BJS & T ENTERPRISES, INC., dba SAN DIEGO POWDER & PROTECTIVE COATINGS ("SDPC"), operates from multiple warehouses located in El Cajon, California, in the Southern District of California.
2. At all relevant times, co-defendant Karli Buxton and John Washburn (charged elsewhere) held management positions at SDPC and acted as agents of SDPC, acted within the scope of their authority at SDPC, and acted for the benefit of SDPC.
3. At some point after 2019, Washburn began using an employee to recruit others to come work at SDPC. Washburn was told these individuals had "bad paperwork," which meant they did not have valid documentation authorizing them to work in the United States lawfully.
4. Beginning in 2023, co-defendant Karli Buxton began acting as the Human Resources Manager for SDPC. In that capacity, Buxton reviewed documents to verify citizenship and employment eligibility of prospective employees at SDPC and assisted new employees with completing their W-4 tax documents.
5. During their employment at SDPC, Washburn and Buxton became aware that certain prospective employees, who were aliens and not citizens of the United States, were

presenting fraudulent documents, such as fraudulent Lawful Alien Permanent Resident cards and Social Security cards, as proof of their eligibility to work in the United States. Washburn and Buxton hired the prospective employees and/or allowed these individuals to work at SDPC.

6. The prospective employees hired by SDPC, including the unauthorized aliens listed in the Information, were in fact aliens who were not lawfully admitted for permanent residence and who were not lawfully authorized to work in the United States.
7. Certain of SDPC's management knew the prospective employees, including the unauthorized aliens listed in the Information, were not lawfully admitted for permanent residence and were not lawfully authorized to work in the United States.
8. For example, when SDPC needed to send employees to work at secure locations or locations that required additional employee screenings, such as military bases and ports of entry, SDPC's management avoided sending employees that they knew were unauthorized aliens to those locations.
9. The unauthorized aliens working at SDPC, nevertheless frequently had access to military equipment, such as components to a submarine or other aquatic vehicles used by the United States Navy.
10. Between approximately 2019 and March 27, 2025, SDPC engaged in a pattern and practice hiring unauthorized aliens to perform work on behalf of SDPC and at least two managers at SDPC knew the aliens being hired by SDPC were aliens without legal authorization to work in the United States lawfully.
11. SDPC earned indirect and direct profit through the labor of the unauthorized aliens. Defendant agrees the pecuniary gain from employing unauthorized aliens was at least \$230,000.

III

PENALTIES

The crime to which defendant is pleading guilty carries the following penalties:

- A. A maximum 6 months in prison;
- B. A maximum \$3,000.00 fine, per unauthorized alien;
- C. A maximum 5-year term of probation;

- 1 D. A mandatory special assessment of \$50.00 per count;
- 2 E. Possible ineligibility for certain Federal benefits; and
- 3 F. Forfeiture to the United States of any conveyance used in the
4 commission of the offense, any property, real or personal,
5 that is derived from or traceable to the proceeds obtained
6 directly or indirectly from the commission of the offense, and
7 any property, real or personal that is used to facilitate the
8 commission of the offense.

6 **IV**

7 **DEFENDANT'S WAIVER OF TRIAL RIGHTS**
8 **AND UNDERSTANDING OF CONSEQUENCES**

9 This guilty plea waives defendant's right at trial to:

- 10 A. Continue to plead not guilty and require the Government to
11 prove the elements of the crime beyond a reasonable doubt;
- 12 B. A speedy and public trial by jury;
- 13 C. The assistance of counsel at all stages of trial;
- 14 D. Confront and cross-examine adverse witnesses;
- 15 E. Testify and present evidence and to have witnesses testify on
16 behalf of defendant; and
- 17 F. Not testify or have any adverse inferences drawn from the
18 failure to testify.
- 19 G. Defendant knowingly and voluntarily waives any rights and
20 defenses defendant may have under the Excessive Fines Clause
21 of the Eighth Amendment to the United States Constitution to
22 the forfeiture of property in this proceeding or any related
23 civil proceeding; and
- 24 G. Assert now or on appeal, any legal, constitutional, statutory,
25 regulatory, and/or procedural rights and defenses that he may
26 have under any source of federal or common law, including
27 among others, challenges to statute of limitations and the
28 form and substance of the Information, including specifically
 any claim of multiplicity or duplicity.

25 //

26 //

27 //

28 //



V

1 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**
2 **PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

3 Any information establishing the factual innocence of defendant
4 known to the undersigned prosecutor in this case has been turned over
5 to defendant. The Government will continue to provide such information
6 establishing the factual innocence of defendant.

7 If this case proceeded to trial, the Government would be required
8 to provide impeachment information for its witnesses. In addition, if
9 defendant raised an affirmative defense, the Government would be
10 required to provide information in its possession that supports such a
11 defense. By pleading guilty, defendant will not be provided this
12 information, if any, and defendant waives any right to this information.
13 Defendant will not attempt to withdraw the guilty plea or file a
14 collateral attack on the existence of this information.

VI

16 **DEFENDANT'S REPRESENTATION THAT GUILTY**
17 **PLEA IS KNOWING AND VOLUNTARY**

18 Defendant represents that:

19 A. Defendant has had a full opportunity to discuss all the facts
20 and circumstances of this case with defense counsel and has a
21 clear understanding of the charges and the consequences of
22 this plea. By pleading guilty, defendant may be giving up, and
23 rendered ineligible to receive, valuable government benefits
24 and civic rights, such as the right to vote, the right to
25 possess a firearm, the right to hold office, and the right to
 serve on a jury. The conviction in this case may subject
 Defendant to various collateral consequences, including but
 not limited to revocation of probation, parole, or supervised
 release in another case; debarment from government
 contracting; and suspension or revocation of a professional
 license, none of which can serve as grounds to withdraw
 Defendant's guilty plea;

26 B. No one has made any promises or offered any rewards in return
27 for this guilty plea, other than those contained in this
 agreement or otherwise disclosed to the court;



1 C. No one has threatened defendant or defendant's family to
2 induce this guilty plea; and,

2 D. Defendant is pleading guilty because defendant is guilty and
3 for no other reason.

3 E. The disposition contemplated by this agreement is part of a
4 "package" disposition with codefendant KARLI BUXTON (D2). If
5 any defendant in the package fails to perform or breaches any
6 part of their agreement, no defendant can withdraw their
guilty plea, but the Government is relieved from and not bound
by any terms in any agreements in the package.

7 **VII**

8 **AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE,**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 This plea agreement is limited to the United States Attorney's
11 Office for the Southern District of California, and cannot bind any
12 other authorities in any type of matter, although the Government will
13 bring this plea agreement to the attention of other authorities if
14 requested by defendant.

15 **VIII**

16 **APPLICABILITY OF SENTENCING GUIDELINES**

17 The sentence imposed will be based on the factors set forth in
18 U.S.C. § 3553(a). Additionally, the United States Sentencing
19 Guidelines do not apply to a Class B misdemeanor. The Court may impose
20 a sentence up to the maximum in the statute of conviction. Nothing in
21 this plea agreement limits the Government's duty to provide complete and
22 accurate facts to the district court and the U.S. Probation Office.

23 **IX**

24 **SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

25 This plea agreement is made pursuant to Federal Rule of Criminal
26 Procedure 11(c)(1)(B). The sentence is within the sole discretion of
27 the sentencing judge who may impose the maximum sentence provided by
28 statute. It is uncertain at this time what defendant's sentence will

1 be. The Government has not made and will not make any representation
 2 as to what sentence defendant will receive. Any estimate of the probable
 3 sentence by defense counsel is not a promise and is not binding on the
 4 Court. Any recommendation made by the Government at sentencing is also
 5 not binding on the Court. If the sentencing judge does not follow any
 6 of the parties' sentencing recommendations, defendant will not withdraw
 7 the plea.

8 **X**

9 **PARTIES' SENTENCING RECOMMENDATIONS**

10 **A. SENTENCING GUIDELINE CALCULATIONS**

11 The United States Sentencing Guidelines do not apply to a Class B
 12 Misdemeanor.

13 **B. APPLICABILITY OF SECTION X**

14 The parties agree that if Defendant satisfies the conditions set
 15 forth in this Deferred Prosecution Agreement, the United States will
 16 dismiss the charges against Defendant and the case will not proceed to
 17 sentencing. If Defendant fails to satisfy the conditions of this Deferred
 18 Prosecution Agreement, the provisions set forth in this Section shall
 19 apply. However, the parties agree that Defendant must satisfy the terms
 20 of Paragraph D.3 of this Section regarding forfeiture regardless and the
 21 forfeiture provision is a material portion of the Deferred Prosecution
 22 Agreement.

23 **C. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION**

24 The facts in the "factual basis" paragraph of this agreement are
 25 true and may be considered as "relevant conduct" as to the nature and
 26 circumstances of the offense under 18 U.S.C. § 3553(a)(1).

27 //

28 //



1 D. PARTIES' RECOMMENDATIONS REGARDING SENTENCING

2 The parties jointly agree to recommend that Defendant be sentenced
3 to a five-year term of probation.

4 E. SPECIAL ASSESSMENT, FINE, AND FORFEITURE

5 1. Special Assessment

6 The parties will jointly recommend that Defendant pay a
7 special assessment in the amount of \$50 for the Class B Misdemeanor
8 count of conviction to be paid forthwith at the time of sentencing.
9 Special assessments shall be paid through the office of the Clerk of the
10 District Court by bank or cashier's check or money order made payable
11 to the "Clerk, United States District Court."

12 2. Fine

13 The parties will jointly recommend that Defendant pay the statutory
14 maximum fine of \$3,000 for each of the seven aliens named in the
15 Information, which amounts to a total fine of \$21,000.

16 3. Forfeiture

17 Defendant consents to the forfeiture allegations in the Information
18 and agrees to forfeit to the United States \$230,000 in the form of a
19 money judgment against BJS & T ENTERPRISES, INC., dba SAN DIEGO POWDER
20 & PROTECTIVE COATINGS. The forfeiture is more fully set forth in the
21 attached Forfeiture Addendum.

22 F. PROBATION

23 If the Court imposes a term of probation, Defendant will not seek
24 to reduce or terminate early the term of probation until Defendant has
25 served at least two-thirds of the term of probation and has fully paid
26 and satisfied any special assessment, fine, criminal forfeiture
27 judgment, and/or restitution judgment, if any.

28

xi

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

3 Defendant waives (gives up) all rights to appeal and to collaterally
4 attack every aspect of the conviction and sentence, including any
5 forfeiture order or fine greater than \$21,000. This waiver includes,
6 but is not limited to, any argument that the statute of conviction or
7 defendant's prosecution is unconstitutional and any argument that the
8 facts of this case do not constitute the crime charged. The only
9 exception defendant may collaterally attack the conviction or sentence
10 on the basis that defendant received ineffective assistance of counsel.
11 If Defendant appeals, the Government may support on appeal the sentence
12 or restitution order actually imposed.

XII

BREACH OF THE PLEA AGREEMENT

15 Defendant and defendant's attorney know the terms of this agreement
16 and shall raise, before the sentencing hearing is complete, any claim
17 that the Government has not complied with this agreement. Otherwise,
18 such claims shall be deemed waived (that is, deliberately not raised
19 despite awareness that the claim could be raised), cannot later be made
20 to any court, and if later made to a court, shall constitute a breach
21 of this agreement.

22 Defendant breaches this agreement if defendant violates or fails
23 to perform any obligation under this agreement. The following are non-
24 exhaustive examples of acts constituting a breach:

- A. Failing to plead guilty pursuant to this agreement;
- B. Failing to fully accept responsibility as established in Section X, paragraph B, above;
- C. Failing to appear in court;

10

- D. Attempting to withdraw the plea;
- E. Failing to abide by any court order related to this case;
- F. Appealing (which occurs if a notice of appeal is filed) or collaterally attacking the conviction or sentence in violation of Section XI of this plea agreement;
- G. Engaging in additional criminal conduct from the time of arrest until the time of sentencing; or
- H. Failure to pay the full forfeiture amount of \$230,000 in a timely manner.

If defendant breaches this plea agreement, defendant will not be able to enforce any provisions, and the Government will be relieved of all its obligations under this plea agreement. For example, the Government may proceed to sentencing but recommend a different sentence than what it agreed to recommend above. Or the Government may pursue any charges including those that were dismissed, promised to be dismissed, or not filed as a result of this agreement (defendant agrees that any statute of limitations relating to such charges is tolled indefinitely as of the date all parties have signed this agreement; defendant also waives any double jeopardy defense to such charges). In addition, the Government may move to set aside defendant's guilty plea. Defendant may not withdraw the guilty plea based on the Government's pursuit of remedies for defendant's breach.

Additionally, if defendant breaches this plea agreement: (i) any statements made by defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a District Judge); (ii) the factual basis statement in Section II.B of this agreement; and (iii) any evidence derived from such statements, are admissible against defendant in any prosecution of, or any action against, defendant. This includes the prosecution of the charge(s) that is the subject of this plea agreement or any charge(s) that the prosecution agreed to dismiss or not file as

1 part of this agreement, but later pursues because of a breach by the
2 Defendant. Additionally, defendant knowingly, voluntarily, and
3 intelligently waives any argument that the statements and any evidence
4 derived from the statements should be suppressed, cannot be used by the
5 Government, or are inadmissible under the United States Constitution,
6 any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of
7 the Federal Rules of Criminal Procedure, and any other federal rule.

8 **XIII**

9 **CONTENTS AND MODIFICATION OF AGREEMENT**

10 This plea agreement embodies the entire agreement between the
11 parties and supersedes any other agreement, written or oral. No
12 modification of this plea agreement shall be effective unless in writing
13 signed by all parties.

14 **XIV**

15 **DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

16 By signing this agreement, defendant certifies that defendant has
17 read it (or that it has been read to defendant in defendant's native
18 language). Defendant has discussed the terms of this agreement with
19 defense counsel and fully understands its meaning and effect.

20 **XV**

21 **DEFENDANT SATISFIED WITH COUNSEL**

22 Defendant has consulted with counsel and is satisfied with
23 counsel's representation. This is defendant's independent opinion, and
24 defendant's counsel did not advise defendant about what to say in this
25 regard.

26 //

27 //

28

1 **XVI**

2 **SUCCESSOR LIABILITY**

3 This plea agreement shall bind Defendant, its subsidiaries,
4 affiliated entities, assignees, any successor entity, and any other
5 person or entity that assumes the obligations contained here. No change
6 in name, change in corporate or individual control, business
7 reorganization, change in ownership, merger, change of legal status,
8 sale or purchase of assets, divestiture of assets, or similar action
9 shall alter Defendant's obligations under the Agreement. Defendant shall
10 not engage in any action to seek to avoid the obligations set forth in
11 this Agreement.

12 Respectfully submitted,

13 ADAM GORDON
United States Attorney

14 11/17/25

15 DATED

Michael A. Deshong
MICHAEL A. DESHONG
HENRY F.B. BESHAR
Assistant U.S. Attorney

16 9/27/25

17 DATED

J. Warren
JEREMY WARREN
Counsel for BJS & T Enterprises,
Inc.

20 **IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER
21 PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" PARAGRAPH ABOVE
22 ARE TRUE.**

23 *9-27-25*
DATED

Philip Johnson
PHILIP JOHNSON
Chief Executive Officer and
President of BJS & T Enterprises,
Inc.

24 Approved by:

25 *s/ Matthew J. Sutton*
26 MATTHEW J. SUTTON
27 Assistant U.S. Attorney

FORFEITURE ADDENDUM

Defendant BJS & T ENTERPRISES, INC. dba SAN DIEGO POWDER & PROTECTIVE COATINGS plea and deferred prosecution agreement (the Plea Agreement) includes payment of \$230,000 USD to be forfeited to the United States pursuant to Title 18, United States Code, Section 982(a)(6) or whatever statutory authority the United States seeks to use to complete the forfeiture process(es). Defendant understands that forfeiture is mandatory for the offense to which it is pleading guilty. This Forfeiture Addendum is incorporated into and part of Defendant's Plea Agreement, and the additional terms and warnings below apply.

A. Penalty. In addition to the penalties in the Plea Agreement, federal law states that defendant must forfeit to the United States any conveyance used in the commission of the offense, any property, real or personal, that is derived from or traceable to the proceeds obtained directly or indirectly from the commission of the offense, and any property, real or personal that is used to facilitate the commission of the offense pursuant to Title 18, United States Code, Section 982(a)(6). Defendant understands that forfeiture is a mandatory penalty for the offense in this case.

B. Property Subject to Forfeiture. In addition to pleading guilty to Count 1 of the Information, as set forth in Section I of the Plea Agreement, Defendant agrees to forfeit to the United States \$230,000, which shall be paid to the United States within thirty days of executing the plea agreement and which shall be included in the judgment in this case. Defendant agrees to pay this forfeiture judgment by cashier's check payable to "United States Customs and Border Protection", and including the case number (SY16CR25SY0001) and company name (BJS & T ENTERPRISES, INC. dba SAN DIEGO POWDER & PROTECTIVE COATINGS and



1 delivered to Homeland Security Investigations, SAC San Diego, 880 Front
2 Street, Suite 3200, San Diego, CA 92101 to the attention of Special
3 Agent Jonatan Ramos. The cashier's check shall be either hand delivered
4 or via United Parcel Service (UPS) or Federal Express (FedEx) bearing
5 Defendant's name and the case number handed directly to either Special
6 Agents Jonatan N. Ramos or Kevin A. Thomas, during the Deferral Period
7 as set forth below:

8 1) \$230,000 to be paid within sixty days of Defendant entering
9 its guilty plea.

10 C. Bases of Forfeiture. Defendant acknowledges that it engaged in
11 a pattern and practice of hiring and employing aliens that lacked legal
12 authorization to work in the United States as far back as 2019 through
13 March 27 of 2025. During this time, Defendant employed dozens of such
14 aliens, including the six identified in Count 1 of the Information.
15 Defendant acknowledges that at least two of its agents, acting within
16 the scope of their authority within Defendant's organization, knowingly
17 hired and employed such aliens and did so to benefit Defendant's
18 organization. Defendant further acknowledges that dozens of aliens were
19 hired and employed during the commission of this offense and Defendant
20 realized a financial gain of at least \$230,000 from their employment
21 over the years. Defendant agrees that at least \$230,000 USD is property
22 that constitutes, or is derived from or is traceable to the proceeds
23 obtained directly or indirectly from this violation of Title 8, United
24 States Code, Section 1324a(a)(1)(A) and (f), and subject to forfeiture
25 to the United States pursuant to Title 18, United States Code, Section
26 982(a)(6).

27 D. Immediate Entry of a Preliminary Order of Forfeiture. Defendant
28 consents and agrees to the immediate entry of a preliminary order of

1 forfeiture upon entry of the guilty plea. Defendant further agrees that
2 upon entering the plea, forfeiture of the \$230,000 will be considered
3 final as to Defendant. Defendant agrees to immediately withdraw any
4 claims to property directly or indirectly related to the criminal conduct
5 seized in connection with this case in any pending administrative and
6 civil forfeiture proceeding, and consents to the forfeiture of all
7 properties seized in connection with this case to the United States.
8 Defendant agrees to execute any and all documents requested by the United
9 States to facilitate or complete the forfeiture process. Defendant
10 further agrees not to contest or to assist any other person or entity
11 in contesting the forfeiture of the property seized in connection with
12 this case. Defendant further agrees that if any third-party files a
13 third-party petition for any of the \$230,000 under 21 U.S.C. §853(n),
14 the Defendant will assist the United States in opposing the petition and
15 will be responsible for additional forfeiture in the form of a forfeiture
16 money judgment for the full amount of any third-party petition that is
17 granted by the Court. If a forfeiture money judgment is entered under
18 this paragraph, the parties agree it will be (i) subject to immediate
19 enforcement, and (ii) submitted to the Treasury Offset Program so that
20 any federal payment or transfer of returned property the Defendant
21 receives may be offset and applied to the outstanding balance on the
22 forfeiture. Defendant agrees to use its best efforts to pay any
23 forfeiture judgment in full as soon as the order is entered. Defendant
24 will provide the United States with a completed financial statement
25 within 30 days of execution of the Plea Agreement detailing all assets
26 and liabilities and providing full and complete financial disclosure of
27 all property it owns or has an interest and the locations of such
28 properties.



1 E. Payment of Forfeiture. Defendant shall pay the \$230,000
2 forthwith within 60 days of the signing of the plea agreement. Failure
3 to timely remit payment to United States Customs and Border Protection
4 is a material breach of the Plea Agreement.

5 F. Entry of Orders of Forfeiture and Waiver of Notice. Defendant
6 consents and agrees to the entry of orders of forfeiture for such
7 property and waives the requirements of Federal Rules of Criminal
8 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the
9 charging instrument, announcement of the forfeiture at sentencing, and
10 incorporation of the forfeiture in the judgment. Defendant acknowledges
11 that defendant understands that the forfeiture of assets is part of the
12 sentence that may be imposed in this case and waives any failure by the
13 Court to advise defendant of this, pursuant to Federal Rule of Criminal
14 Procedure 11(b)(1)(J), at the time the Court accepts the guilty plea.

15 G. Waiver of Constitutional and Statutoly Challenges. Defendant
16 further agrees to waive all constitutional and statutory challenges in
17 any manner (including direct appeal, habeas corpus, or any other means)
18 to any forfeiture carried out in accordance with this Plea Agreement and
19 Forfeiture Addendum on any grounds, including that the forfeiture
20 constitutes an excessive fine or punishment. Defendant agrees to take
21 all steps as requested by the United States to pass clear title to
22 forfeitable assets to the United States, and to testify truthfully in
23 any judicial forfeiture proceeding. Defendant agrees to fully pay the
24 forfeiture in full prior to the expiration of the Deferral Period.

25 H. Agreement Survives Defendant; No Forfeiture Abatement. Defendant
26 agrees that the forfeiture provisions of this Plea Agreement are intended
27 to, and will, survive defendant, notwithstanding the abatement of any
28 underlying criminal conviction after the execution of this Plea



1 Agreement. The forfeitability of any particular property pursuant to
2 this Plea Agreement shall be determined as if defendant had survived,
3 and that determination shall be binding upon defendant's heirs,
4 successors and assigns until the agreed forfeiture, including any agreed
5 money judgment amount, is collected in full.

6 1. Substitute Assets/Collection of Forfeiture. Defendant
7 acknowledges and agrees that the forfeiture in this case may result in
8 the entry of a forfeiture judgment. Interest shall accrue on the
9 forfeiture money judgment from the date of entry of the order of
10 forfeiture imposing such forfeiture money judgment and shall accrue
11 thereon in accordance with Title 18, United States Code, Section 3612(E)
12 and Title 28, United States Code, Section 1961. Defendant agrees that
13 the conditions for collection of the forfeiture against any and all
14 other assets and properties under Title 18, United States Code, Section
15 982(b) exist. Defendant agrees the United States may take any and all
16 actions available to it to collect the full amount of the forfeiture,
17 including, but not limited to enforcement of the judgment against
18 substitute assets as provided in Title 21, United States Code, Section
19 853(p) which is incorporated as a part of Title 18, United States Code,
20 Sections 982(b) and actions available under the Federal Debt Collections
21 Procedure Act.

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1 J. Contents and Modification of Agreement. This Forfeiture Addendum
2 and the Plea Agreement embody the entire agreement between the parties
3 and supersedes any other agreement, written or oral. No modification of
4 this plea agreement shall be effective unless in writing signed by all
5 parties.

ADAM GORDON
United States Attorney

11/17/25

DATED

Michael A. Des

MICHAEL A. DESHONG

HENRY F.B. BESHAR
Assistant U.S. Attorneys

9/27/2025

DATED

JEREMY WARREN

JEREMY WARREN
Counsel for BJS & T Enterprises,
Inc. *✓ 10*

PAGE FIVE

~~PHILIP JOHNSON~~

Chief Executive Officer and
President of BJS & T Enterprises,
Inc.