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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA

CASE NO. **3-24CR-533** L

v.

DLUBAK GLASS COMPANY

PLEA AGREEMENT

Dlubak Glass Company (“Dlubak”), the defendant; David Simon, the defendant’s attorney; and the United States of America (the government) agree as follows:

1. **Rights of the defendant:** The defendant understands that the defendant has the rights:

- a. to plead not guilty;
- b. to have a trial by jury;
- c. to have the defendant’s guilt proven beyond a reasonable doubt; and
- d. to confront and cross-examine witnesses and to call witnesses in the defendant’s defense.

2. **Waiver of rights and plea of guilty:** The defendant waives these rights and pleads guilty to the offense alleged in Count One of the Information, charging a violation of 18 U.S.C. § 1001(a)(2), that is, False Statements to Federal Agencies and Agents. The defendant understands the nature and elements of the crime to which the defendant is pleading guilty, and agrees that the factual resume the defendant has signed is true and will be submitted as evidence.

3. **Sentence:** The maximum penalties the Court can impose include:
 - a. a fine, pursuant to 18 U.S.C. § 3571, of the greatest of \$500,000, twice the gross pecuniary gain derived from the offense or twice the gross pecuniary loss to persons other than the defendant resulting from the offense;
 - b. a term of probation not to exceed five years;
 - c. a mandatory special assessment of \$400;
 - d. forfeiture of property.

4. **Sentencing agreement:** Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the parties agree that the appropriate sentence for Dlubak is a term of probation for four years and a \$100,000.00 fine. If the Court accepts this Plea Agreement, this sentence is binding on the Court. Other than the agreed term of probation and fine amount, there are no other sentencing limitations, and the Court remains free to determine the appropriate sentence under the advisory United States Sentencing Guidelines and 18 U.S.C. § 3553.

5. **Rejection of agreement:** Pursuant to Federal Rule of Criminal Procedure 11(c)(5), if the Court rejects this Plea Agreement, the defendant will be allowed to withdraw the defendant's guilty plea. If the defendant declines to withdraw the defendant's guilty plea, the disposition of the case may be less favorable than that contemplated by the Plea Agreement.

6. **Defendant's agreement.** The defendant shall not knowingly provide false information to the U.S. Probation Office ("USPO"), the Court, or the government relating to the offense of conviction and all relevant conduct, or any information the defendant must provide related to this agreement.

7. **Mandatory special assessment:** The defendant agrees to pay the U.S. District Clerk the amount of \$400 in satisfaction of the mandatory special assessment prior to sentencing.

8. **Sentencing Agreement:** Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, defendant and the government agree as follows:

- a. The parties agree that a \$100,000.00 criminal fine and a period of four years of corporate probation (more fully described below) is an appropriate sentence and should be imposed by the Court in connection with defendant's guilty plea to the Information, taking into account the nature and circumstances of the offense, the need for the sentence imposed to reflect the seriousness of the offense, and the need for the sentence to promote respect for the law, to provide just punishment for the offense and to afford adequate deterrence to other criminal conduct, as well as for the sentence imposed to protect the public from further crimes. 18 U.S.C. § 3553(a)(1).
- b. The parties agree that this is a reasonable and appropriate sentence, which is sufficient, but not greater than necessary, to achieve the purposes of sentencing in light of the factors set forth under 18 U.S.C. §§ 3553(a) and 3572. The defendant agrees that no portion of the criminal fine is deductible on any Federal, State, or foreign income tax or information return.

- c. The defendant agrees to make the criminal fine payable to the U.S. District Clerk on or before the date of sentencing.
- d. The defendant agrees that if at any time while it has obligations under this Plea Agreement the defendant sells, merges, or transfers all or substantially all of its business operations, as they exist as of the date of this Plea Agreement, whether such sale is structured as a stock or asset sale, merger, or transfer, the defendant shall include in any contract for sale, merger, or transfer a provision fully binding the purchaser(s) or any successor(s) in interest thereto to the guarantees and obligations described in this Plea Agreement.

9. **Conditions of Probation:** The defendant shall be placed on organizational probation, starting from the date of sentencing, and lasting a term of four years. The parties understand and agree that the defendant may seek the termination of probation after three years and that the government may oppose early termination. In addition to whatever standard probation conditions might be imposed by the Court, the defendant will be subject to the following Special Conditions of Probation:

- a. Within 30 days of sentencing, defendant must appoint an Environmental Compliance Officer, who will be responsible for ensuring the defendant corporation complies with all environmental laws and regulations applicable to the defendant corporation's business, a responsibility that includes but is not limited to obtaining

permits and preparing and maintaining paperwork required by environmental regulations.

- b. The defendant agrees to cease further intake of cathode ray tube (“CRT”) glass, whether intact tubes, broken tubes, or crushed or processed glass, at any and all of its business locations.
- c. The defendant further agrees to no longer take, accept, process, store, transport, treat, or handle in any way CRT glass at its facilities in Waxahachie, Texas, and Okmulgee, Oklahoma (the “subject locations”).

10. **Defendant’s agreement:** The defendant agrees to the following:

- a. The defendant agrees that it and its subsidiaries, divisions, segments, and affiliates will not commit any felony violation of United States federal law during the four-year term of corporate probation.
- b. During the period of probation, the defendant shall continue to cooperate fully with the government, the Environmental Protection Agency (“EPA”), and any other state or federal agencies with delegated Resource Conservation and Recovery Act (“RCRA”) authority, in any and all matters concerning any act within the scope of or related to the conduct described in the Factual Resume or related to other potential violations of RCRA occurring during the period of probation, subject to applicable laws and regulations and

subject to and excepting Dlubak's on-going defense in the matter of NOPV letter dated February 13, 2024 from EPA Region 6.

- c. The defendant shall give complete and truthful information and/or testimony concerning the defendant's participation in the offense of conviction. Pursuant to Rule 32(c)(1)(A)(ii) of the Federal Rules of Criminal Procedure, the defendant agrees to waive a pre-sentence investigation and report and consents to the Court conducting a sentencing hearing and imposing the sentence on the same date as the entry of the guilty plea.
- d. The defendant agrees that these undertakings shall be binding upon any acquirer of defendant, or substantially all of defendant's assets and liabilities or business, or any successor in interest to defendant.
- e. Implementation of any safety and health policies and procedures shall not be construed in any future criminal proceeding initiated by the government as providing immunity or amnesty to defendant for any crimes not disclosed to the government as of the date of the signing of this Plea Agreement for which defendant otherwise would be responsible.

11. **Scope of Agreement:** Nothing in this agreement shall constitute an admission by defendant, or a concession by the government as to the characterization, quantity, or compliance/non-compliance with regulations pertaining to CRT glass or CRT-containing material stored at any Dlubak facility other than CRT glass originating

from Yuma, Arizona, and/or Waxahachie, Texas. Nor does anything in this agreement grant immunity to the defendant with respect to CRT glass or CRT-containing material stored at any Dlubak facility other than the subject locations; nor does anything in this agreement estop the government from enforcing all applicable laws and regulations with respect to Dlubak and its facilities.

12. **Financial Obligations:** The defendant understands that any financial obligation imposed by the Court for restitution, fines, or special assessments is due and payable immediately. In the event the Court imposes a schedule for payment, the defendant agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy the defendant's full and immediately enforceable financial obligation. The defendant understands that the defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court. The defendant further agrees as follows:

- a. The defendant agrees that the financial statement, with any supporting documents, the defendant provides to the USPO may be shared with the Court and the government.
- b. The defendant shall submit to interviews by the government and the USPO regarding the defendant's capacity to satisfy any fine, restitution, or special assessment.
- c. The defendant expressly authorizes the United States Attorney's Office to immediately obtain a credit report on the defendant to

evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

13. **Government's agreement:** The government will not bring any additional charges against the defendant based upon the conduct underlying and related to the defendant's plea of guilty. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and the Environmental Crimes Section of the United States Department of Justice and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against the defendant or any property.

14. **Requirement of corporate resolution:** This Plea Agreement will be executed by the defendant's attorney, David Simon. Prior to signing the Plea Agreement, the defendant will obtain from its board of directors the appropriate resolutions authorizing the execution of this Plea Agreement, which will be provided to the U.S. Attorney's Office and will be included as Exhibit A to this Plea Agreement. By entering into this Plea Agreement, David Simon expressly represents to the Court and to the government that he has the power and authority to bind the defendant corporation to this Plea Agreement.

15. **Violation of agreement:** The defendant understands that if the defendant violates any provision of this Plea Agreement, or if the defendant's guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free

to prosecute the defendant for all offenses of which it has knowledge, including the reinstatement of charges dismissed pursuant to this Plea Agreement. In the event of such a violation, vacatur, or withdrawal, the defendant waives all objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that it was involuntary, the defendant also waives all objections to the use against the defendant of any information or statements the defendant has provided to the government, and any resulting leads.

16. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this Plea Agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

17. **Waiver of right to appeal or otherwise challenge sentence:** The defendant waives the defendant's rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal the conviction, sentence, fine and order of restitution or forfeiture in an amount to be determined by the Court. The defendant further waives the defendant's right to contest the conviction, sentence, fine and order of restitution or forfeiture in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. The defendant, however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of the defendant's plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

18. **Waiver of Statute of Limitations:** The defendant further waives any and all defenses and claims with regard to the statute of limitations, laches, or any other arguments that any aspect of the charge is time-barred. In the event that this Agreement is not accepted by the Court for any reason, or the defendant breaches any of the terms of this Agreement, the statute of limitations shall be deemed to be tolled from the date of the Plea Agreement to: (1) 120 days following the date of non-acceptance of the Plea Agreement by the Court; or (2) 120 days following the date on which a breach of the Plea Agreement by the defendant is discovered by the government.

19. **Representation of counsel:** The defendant has thoroughly reviewed all legal and factual aspects of this case with the defendant's attorney and is fully satisfied with that attorney's legal representation. The defendant has received from the defendant's attorney explanations satisfactory to the defendant concerning each paragraph of this Plea Agreement, each of the defendant's rights affected by this Agreement, and the alternatives available to the defendant other than entering into this Agreement. Because the defendant concedes that the defendant is guilty, and after conferring with the defendant's attorney, the defendant has concluded that it is in the defendant's best interest to enter into this Plea Agreement and all its terms, rather than to proceed to trial in this case.

20. **Entirety of agreement:** This document, including any Supplement filed contemporaneously, is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties. This Agreement supersedes any and all other promises, representations, understandings, and agreements

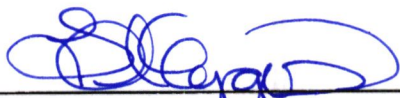
that are or were made between the parties at any time before the guilty plea is entered in court. No promises or representations have been made by the United States except as set forth in writing in this Plea Agreement.

AGREED TO AND SIGNED this 27 day of ^{November}~~October~~, 2024

LEIGHA SIMONTON
UNITED STATES ATTORNEY

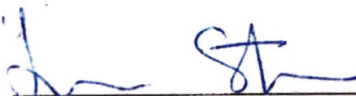


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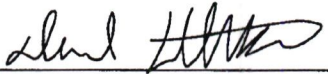


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I have read or had read to me this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.




DAVID DLUBAK, SR.
On behalf of Dlubak Glass Company

11/05/2024

Date

I am the defendant's attorney. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.



DAVID SIMON
Attorney for Defendant

11/6/24

Date