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 UNITED STATES OF AMERICA
 14

15 UNITED STATES DISTRICT COURT
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 17 EASTERN DIVISION

18 UNITED STATES OF AMERICA,
 19 Plaintiff,
 20 v.
 21 ENRIQUE MARQUEZ, JR.,
 22 Defendant.

No. CR 15-93-JGB
PLEA AGREEMENT FOR DEFENDANT
ENRIQUE MARQUEZ, JR.

23
 24 1. This constitutes the plea agreement between ENRIQUE
 25 MARQUEZ, JR. ("defendant") and the United States Attorney's Office
 26 for the Central District of California (the "USAO") in the above-
 27 captioned case. This agreement is limited to the USAO and cannot
 28

1 bind any other federal, state, local, or foreign prosecuting,
2 enforcement, administrative, or regulatory authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a. At the earliest opportunity requested by the USAO and
6 provided by the Court, appear and plead guilty to Counts One and Two
7 of the Indictment in United States v. Enrique Marquez, Jr., CR No.
8 15-93-JGB, which charge defendant with conspiracy to provide material
9 support to terrorists in violation of 18 U.S.C. § 2339A(a) (Count
10 One), and false statements in connection with the acquisition of a
11 firearm in violation of 18 U.S.C. § 922(a)(6) (Count Two).

12 b. Not contest facts agreed to in this agreement.

13 c. Abide by all agreements regarding sentencing contained
14 in this agreement.

15 d. Appear for all court appearances, surrender as ordered
16 for service of sentence, obey all conditions of any bond, and obey
17 any other ongoing court order in this matter.

18 e. Not commit any crime; however, offenses that would be
19 excluded for sentencing purposes under United States Sentencing
20 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
21 within the scope of this agreement.

22 f. Be truthful at all times with Pretrial Services, the
23 United States Probation Office, and the Court.

24 g. Pay the applicable special assessments at or before
25 the time of sentencing unless defendant lacks the ability to pay and
26 prior to sentencing submits a completed financial statement on a form
27 to be provided by the USAO.

28

1 THE USAO'S OBLIGATIONS

2 3. The USAO agrees to:

3 a. Not contest facts agreed to in this agreement.

4 b. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 c. At the time of sentencing, move to dismiss the
7 remaining counts of the Indictment as against defendant. Defendant
8 agrees, however, that at the time of sentencing the Court may
9 consider any dismissed charges in determining the applicable
10 Sentencing Guidelines range, the propriety and extent of any
11 departure from that range, and the sentence to be imposed.

12 d. At the time of sentencing, provided that defendant
13 demonstrates an acceptance of responsibility for the offenses up to
14 and including the time of sentencing, recommend a two-level reduction
15 in the applicable Sentencing Guidelines offense level, pursuant to
16 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
17 additional one-level reduction if available under that section.

18 NATURE OF THE OFFENSES

19 4. Defendant understands that for defendant to be guilty of
20 the crime charged in Count One, that is, conspiracy to provide
21 material support to terrorists, in violation of Title 18, United
22 States Code, Section 2339A(a), the following must be true:

23 (1) beginning on an unknown date and continuing up to and including
24 at least November 2012, there was an agreement between two or more
25 persons to provide material support or resources, including weapons,
26 explosives, and personnel, including themselves; and (2) defendant
27 became a member of the agreement knowing of its object and intending
28 that such support or resources be used in preparation for or in

1 carrying out one or more of the following offenses: (a) Title 18,
2 United States Code, Section 844(f)(1), which prohibits using fire or
3 an explosive to damage or destroy any institution or organization
4 receiving Federal financial assistance; or (b) Title 18, United
5 States Code, Section 844(i), which prohibits using fire or an
6 explosive to damage or destroy any building, vehicle, or other real
7 or personal property used in interstate or foreign commerce, or in
8 any activity affecting interstate or foreign commerce.

9 a. The elements of Title 18, United States Code, Section
10 844(f)(1), use of fire or explosive to damage or destroy any
11 institution or organization receiving federal financial assistance,
12 are: (1) defendant damaged or destroyed any institution or
13 organization receiving federal financial assistance by means of fire
14 or an explosive; (2) defendant did so maliciously; and (3) at the
15 time of the fire or explosion, the institution or organization was
16 receiving federal financial assistance.

17 b. The elements of Title 18, United States Code, Section
18 844(i), use of fire or explosive to damage or destroy property, are:
19 (1) defendant damaged or destroyed a building, vehicle, or other real
20 or personal property by means of fire or an explosive; (2) defendant
21 did so maliciously; and (3) at the time of the fire or explosion, the
22 building, vehicle, or other real or personal property was used in an
23 activity affecting interstate or foreign commerce.

24 5. Defendant understands that for defendant to be guilty of
25 the crime charged in Count Two, that is, false statements in
26 connection with the acquisition of a firearm, in violation of Title
27 18, United States Code, Section 922(a)(6), the following must be
28 true: (1) the firearms seller was a licensed firearms dealer,

1 importer, or manufacturer; (2) defendant made a material false
2 statement in connection with acquiring or attempting to acquire from
3 the firearms seller a firearm or ammunition (in this case, a Smith
4 and Wesson, model M&P-15 Sport, 5.56 caliber rifle bearing serial
5 number SN77510); (3) defendant knew the statement was false; and (4)
6 the false statement was material, that is, the false statement had a
7 natural tendency to influence, or was capable of influencing, the
8 firearms seller into believing that the Smith and Wesson, model M&P-
9 15 Sport, 5.56 caliber rifle bearing serial number SN77510, could be
10 lawfully sold to defendant.

11 PENALTIES

12 6. Defendant understands that the statutory maximum sentence
13 that the Court can impose for a violation of Title 18, United States
14 Code, Section 2339A(a), is: 15 years' imprisonment; a lifetime period
15 of supervised release; a fine of \$250,000 or twice the gross gain or
16 gross loss resulting from the offense, whichever is greatest; and a
17 mandatory special assessment of \$100.

18 7. Defendant understands that the statutory maximum sentence
19 that the Court can impose for a violation of Title 18, United States
20 Code, Section 922(a)(6), is: 10 years' imprisonment; a three-year
21 period of supervised release; a fine of \$250,000 or twice the gross
22 gain or gross loss resulting from the offense, whichever is greatest;
23 and a mandatory special assessment of \$100.

24 8. Defendant understands, therefore, that the total maximum
25 sentence for all offenses to which defendant is pleading guilty is:
26 25 years' imprisonment; a lifetime period of supervised release; a
27 fine of \$500,000 or twice the gross gain or gross loss resulting from
28

1 the offenses, whichever is greatest; and a mandatory special
2 assessment of \$200.

3 9. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be subject
5 to various restrictions and requirements. Defendant understands that
6 if defendant violates one or more of the conditions of any supervised
7 release imposed, defendant may be returned to prison for all or part
8 of the term of supervised release authorized by statute for the
9 offense that resulted in the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater than
11 the statutory maximum stated above.

12 10. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury.
16 Defendant understands that once the Court accepts defendant's guilty
17 pleas, it will be a federal felony for defendant to possess a firearm
18 or ammunition. Defendant understands that the convictions in this
19 case may also subject defendant to various other collateral
20 consequences, including but not limited to revocation of probation,
21 parole, or supervised release in another case and suspension or
22 revocation of a professional license. Defendant understands that
23 unanticipated collateral consequences will not serve as grounds to
24 withdraw defendant's guilty pleas.

25 11. Defendant understands that, if defendant is not a United
26 States citizen, the felony convictions in this case may subject
27 defendant to: removal, also known as deportation, which may, under
28 some circumstances, be mandatory; denial of citizenship; and denial

1 of admission to the United States in the future. The court cannot,
2 and defendant's attorney also may not be able to, advise defendant
3 fully regarding the immigration consequences of the felony
4 convictions in this case. Defendant understands that unexpected
5 immigration consequences will not serve as grounds to withdraw
6 defendant's guilty pleas.

7 FACTUAL BASIS

8 12. Defendant admits that defendant is, in fact, guilty of the
9 offenses to which defendant is agreeing to plead guilty. Defendant
10 and the USAO agree to the statement of facts provided in Attachment A
11 to this plea agreement. Defendant and the USAO agree that this
12 statement of facts is sufficient to support pleas of guilty to the
13 charges described in this agreement and to support the Sentencing
14 Guidelines factors set forth in paragraph 14 below but is not meant
15 to be a complete recitation of all facts relevant to the underlying
16 criminal conduct or all facts known to either party that relate to
17 that conduct.

18 SENTENCING FACTORS

19 13. Defendant understands that in determining defendant's
20 sentence the Court is required to calculate the applicable Sentencing
21 Guidelines range and to consider that range, possible departures
22 under the Sentencing Guidelines, and the other sentencing factors set
23 forth in 18 U.S.C. § 3553(a). Defendant understands that the
24 Sentencing Guidelines are advisory only, that defendant cannot have
25 any expectation of receiving a sentence within the calculated
26 Sentencing Guidelines range, and that after considering the
27 Sentencing Guidelines and the other § 3553(a) factors, the Court will
28 be free to exercise its discretion to impose any sentence it finds

1 appropriate up to the maximum set by statute for the crimes of
2 conviction.

3 14. Defendant and the USAO agree to the following applicable
4 Sentencing Guidelines factors:

5	<u>Count One</u>		
6	Base Offense Level:	43	[U.S.S.G. §§ 2A1.1(a), 2K1.4(c)(1), 2X1.1, 2X2.1]
7	<u>Count Two</u>		
8	Base Offense Level:	12	[U.S.S.G. § 2K2.1(a)(7)]

9
10 Defendant and the USAO reserve the right to argue that additional
11 specific offense characteristics, adjustments, and departures under
12 the Sentencing Guidelines are appropriate. Defendant understands
13 that defendant's offense level could be increased if defendant is a
14 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
15 offense level is so increased, defendant and the USAO will not be
16 bound by the agreement to Sentencing Guideline factors set forth
17 above.

18 15. Defendant understands that there is no agreement as to
19 defendant's criminal history or criminal history category.

20 16. Defendant and the USAO reserve the right to argue for a
21 sentence outside the sentencing range established by the Sentencing
22 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
23 (a)(2), (a)(3), (a)(6), and (a)(7).

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 17. Defendant understands that by pleading guilty, defendant
26 gives up the following rights:

- 27 a. The right to persist in a plea of not guilty.
- 28 b. The right to a speedy and public trial by jury.

1 c. The right to be represented by counsel -- and if
2 necessary have the Court appoint counsel -- at trial. Defendant
3 understands, however, that, defendant retains the right to be
4 represented by counsel -- and if necessary have the Court appoint
5 counsel -- at every other stage of the proceeding.

6 d. The right to be presumed innocent and to have the
7 burden of proof placed on the government to prove defendant guilty
8 beyond a reasonable doubt.

9 e. The right to confront and cross-examine witnesses
10 against defendant.

11 f. The right to testify and to present evidence in
12 opposition to the charges, including the right to compel the
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

17 h. Any and all rights to pursue any affirmative defenses,
18 Fourth Amendment or Fifth Amendment claims, and other pretrial
19 motions that have been filed or could be filed.

20 WAIVER OF APPEAL OF CONVICTION

21 18. Defendant understands that, with the exception of an appeal
22 based on a claim that defendant's guilty pleas were involuntary, by
23 pleading guilty defendant is waiving and giving up any right to
24 appeal defendant's convictions on the offenses to which defendant is
25 pleading guilty.

26 RESULT OF WITHDRAWAL OF GUILTY PLEA

27 19. Defendant agrees that if, after entering guilty pleas
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

1 in withdrawing defendant's guilty pleas on any basis other than a
2 claim and finding that entry into this plea agreement was
3 involuntary, then the USAO will be relieved of all of its obligations
4 under this agreement.

5 EFFECTIVE DATE OF AGREEMENT

6 20. This agreement is effective upon signature and execution of
7 all required certifications by defendant, defendant's counsel, and an
8 Assistant United States Attorney.

9 BREACH OF AGREEMENT

10 21. Defendant agrees that if defendant, at any time after the
11 signature of this agreement and execution of all required
12 certifications by defendant, defendant's counsel, and an Assistant
13 United States Attorney, knowingly violates or fails to perform any of
14 defendant's obligations under this agreement ("a breach"), the USAO
15 may declare this agreement breached. All of defendant's obligations
16 are material, a single breach of this agreement is sufficient for the
17 USAO to declare a breach, and defendant shall not be deemed to have
18 cured a breach without the express agreement of the USAO in writing.
19 If the USAO declares this agreement breached, and the Court finds
20 such a breach to have occurred, then: (a) if defendant has previously
21 entered guilty pleas pursuant to this agreement, defendant will not
22 be able to withdraw the guilty pleas, and (b) the USAO will be
23 relieved of all its obligations under this agreement.

24 22. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this agreement,
27 then:
28

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND PROBATION OFFICE NOT PARTIES

21 23. Defendant understands that the Court and the United States
22 Probation Office are not parties to this agreement and need not
23 accept any of the USAO's sentencing recommendations or the parties'
24 agreements to facts or sentencing factors.

25 24. Defendant understands that both defendant and the USAO are
26 free to: (a) supplement the facts by supplying relevant information
27 to the United States Probation Office and the Court, (b) correct any
28 and all factual misstatements relating to the Court's Sentencing

1 Guidelines calculations and determination of sentence, and (c) argue
2 on appeal and collateral review that the Court's Sentencing
3 Guidelines calculations and the sentence it chooses to impose are not
4 error, although each party agrees to maintain its view that the
5 calculations in paragraph 14 are consistent with the facts of this
6 case. While this paragraph permits both the USAO and defendant to
7 submit full and complete factual information to the United States
8 Probation Office and the Court, even if that factual information may
9 be viewed as inconsistent with the facts agreed to in this agreement,
10 this paragraph does not affect defendant's and the USAO's obligations
11 not to contest the facts agreed to in this agreement.

12 25. Defendant understands that even if the Court ignores any
13 sentencing recommendation, finds facts or reaches conclusions
14 different from those agreed to, and/or imposes any sentence up to the
15 maximum established by statute, defendant cannot, for that reason,
16 withdraw defendant's guilty pleas, and defendant will remain bound to
17 fulfill all defendant's obligations under this agreement. Defendant
18 understands that no one -- not the prosecutor, defendant's attorney,
19 or the Court -- can make a binding prediction or promise regarding
20 the sentence defendant will receive, except that it will be within
21 the statutory maximum.

22 NO ADDITIONAL AGREEMENTS

23 26. Defendant understands that, except as set forth herein,
24 there are no promises, understandings, or agreements between the USAO
25 and defendant or defendant's attorney, and that no additional
26 promise, understanding, or agreement may be entered into unless in a
27 writing signed by all parties or on the record in court.

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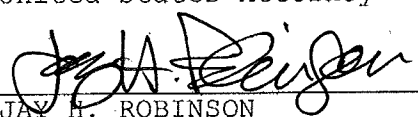
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

EILEEN M. DECKER
United States Attorney

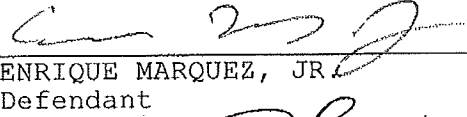


JAY H. ROBINSON

2/13/2017

Date


MELANIE SARTORIS
DEIRDRE Z. ELIOT
Assistant United States Attorneys



ENRIQUE MARQUEZ, JR.
Defendant

2-10-17

Date



YOUNG J. KIM
ANGELA C. VIRAMONTES
Attorneys for Defendant
ENRIQUE MARQUEZ, JR.

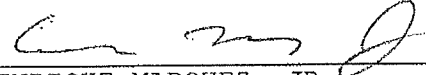
2/13/17

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

1 of relevant Sentencing Guidelines provisions, and of the consequences
2 of entering into this agreement. No promises, inducements, or
3 representations of any kind have been made to me other than those
4 contained in this agreement. No one has threatened or forced me in
5 any way to enter into this agreement. I am satisfied with the
6 representation of my attorney in this matter, and I am pleading
7 guilty because I am guilty of the charges and wish to take advantage
8 of the promises set forth in this agreement, and not for any other
9 reason.

10 
11 _____
12 ENRIQUE MARQUEZ, JR.
13 Defendant

2-10-17

Date

13 CERTIFICATION OF DEFENDANT'S ATTORNEY

14 I am Enrique Marquez, Jr.'s attorney. I have carefully and
15 thoroughly discussed every part of this agreement with my client.
16 Further, I have fully advised my client of his rights, of possible
17 pretrial motions that might be filed, of possible defenses that might
18 be asserted either prior to or at trial, of the sentencing factors
19 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
20 provisions, and of the consequences of entering into this agreement.
21 To my knowledge: no promises, inducements, or representations of any
22 kind have been made to my client other than those contained in this
23 agreement; no one has threatened or forced my client in any way to
24 enter into this agreement; my client's decision to enter into this

25 ///

26 ///

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1 agreement is an informed and voluntary one; and the factual basis set
2 forth in this agreement is sufficient to support my client's entry of
3 guilty pleas pursuant to this agreement.

4 
5 _____ Date 2/13/17
6 YOUNG J. KIM
ANGELA C. VIRAMONTES

7 Attorneys for Defendant
ENRIQUE MARQUEZ, JR.

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EXHIBIT A

1
2 Unless otherwise noted, all factual statements contained in this
3 "Statement of Facts" apply to the time periods detailed in the
4 Indictment in this case.

5 In approximately 2005, defendant ENRIQUE MARQUEZ, JR.
6 ("defendant") moved to a home next door to Syed Rizwan Farook
7 ("Rizwan") in Riverside, California, within the Central District of
8 California. Beginning on an unknown date and continuing up to and
9 including at least November 2012, there was an agreement between
10 Rizwan and defendant to attack Riverside City College ("RCC") and
11 California State Route 91 ("SR-91"). Pursuant to the planned
12 attacks, defendant and Rizwan agreed to provide material support and
13 resources, including weapons, explosives, and themselves, knowing and
14 intending these resources to be used to conduct the attacks. If they
15 had occurred, these attacks would have been violations of Title 18,
16 United States Code, Section 844(f)(1) (RCC attack) and Title 18,
17 United States Code, Section 844(i) (SR-91 attack). Defendant
18 purchased from separate locations of a licensed firearms dealer (the
19 "firearms seller") located within the Central District of California,
20 two rifles for Rizwan: a Smith and Wesson, model M&P-15 Sport, 5.56
21 caliber rifle bearing serial number SN77510 ("the Smith and Wesson
22 rifle"); and a DPMS, model A-15, 5.56 caliber rifle bearing serial
23 number FH108002 ("the Oracle rifle"). In connection with the
24 purchase of these rifles, defendant knowingly made material false
25 statements that had a natural tendency to influence, or were capable
26 of influencing the firearms seller into believing that the Smith and
27 Wesson and the Oracle rifles could be lawfully sold to defendant.

28
Defendant's Initials: EMJ

1 Defendant also researched bomb-making and provided Rizwan with
2 explosive powder and other material to create bombs.

3 **A. Defendant and Rizwan Planned an Attack at RCC**

4 With respect to the RCC attack, defendant and Rizwan identified
5 the RCC as a possible location for an attack, in part, because they
6 were familiar with the campus. Defendant and Rizwan were each
7 enrolled as students at RCC; defendant was registered as a student at
8 RCC from 2009 to 2011, and from 2013 to 2015; and Rizwan was
9 registered as a student at RCC from approximately 2004 to 2010. As
10 part of their plot, defendant and Rizwan planned to start an attack
11 by throwing pipe bombs into the cafeteria area from an elevated
12 position on the second floor. Defendant and Rizwan would position
13 themselves prior to the attack to escape the cafeteria area without
14 detection, and then agreed to conduct a follow-up attack at another
15 location at RCC. In 2011 and 2012, RCC was receiving federal
16 financial assistance.

17 **B. Defendant and Rizwan Planned a "Rush Hour" Attack on SR-91**

18 In addition to the RCC plot, defendant and Rizwan schemed to
19 attack SR-91 during "rush hour" traffic. In furtherance of their
20 scheme, defendant and Rizwan chose a particular location on SR-91
21 with no readily available exits or off-ramps. Prior to the attack,
22 defendant intended to deploy to the hills south of the freeway as an
23 overwatch for Rizwan. Rizwan then would start the attack by throwing
24 pipe bombs into the eastbound lanes of SR-91. Both defendant and
25 Rizwan believed that the exploding pipe bombs would disable and stop
26 traffic. As part of the plan, Rizwan would move among the stopped
27 vehicles, shoot his rifle into them, and kill people. Additionally,
28 defendant planned to shoot into the stopped vehicles from his

1 position on the hills while watching for any approaching law
2 enforcement or emergency responders. In 2011 and 2012, vehicular
3 traffic on SR-91 affected interstate and foreign commerce.

4 **C. Defendant Purchased Firearms and Explosives and Gave them**
5 **to Rizwan**

6 In late 2011 and early 2012, defendant purchased firearms for
7 Rizwan, namely, the Smith and Wesson and Oracle rifles, from two
8 separate stores of the firearms seller that were located within the
9 Central District of California. The firearms seller is registered as
10 a Federal Firearms Licensee ("FFL"). Defendant purchased the
11 firearms for Rizwan, rather than Rizwan purchasing them himself,
12 because they believed defendant could purchase them more easily than
13 Rizwan and would receive less scrutiny than Rizwan.

14 1. Defendant Purchased the Smith and Wesson Rifle for
15 Rizwan

16 On November 14, 2011, defendant purchased the Smith and Wesson
17 rifle for Rizwan. On the purchase documentation, specifically, an
18 ATF Form 4473, defendant's name, address, and date of birth are
19 handwritten into Section A of this form, which provides the following
20 admonition: "Section A - Must Be Completed Personally By Transferee
21 (Buyer)." In addition, the top of the first page of the form states:

22 WARNING: You may not receive a firearm if prohibited by
23 Federal or State law. The information you provide will be
24 used to determine whether you are prohibited under law from
25 receiving a firearm. Certain violations of the Gun Control
26 Act, 18 U.S.C. Section 921 et.seq., are punishable by up to
27 10 years imprisonment and/or up to \$250,000 fine.

26 The NOTICES, INSTRUCTION AND DEFINITIONS section of the form
27 instructs that the buyer must "personally complete Section A of the
28

1 form and certify (sign) that the answers are true, correct, and
2 complete."

3 Question 11(a) of Section A of the same form states as follows:

4 Are you the actual transferee/buyer of the firearm(s)
5 listed on this form? Warning: You are not the actual buyer
6 if you are acquiring the firearm(s) on behalf of another
7 person. If you are not the actual buyer, the dealer cannot
8 transfer the firearm(s) to you.

9 In response to question 11(a), defendant checked the box
10 indicating "Yes."

11 One of the supporting documents for the Smith and Wesson rifle
12 is a form titled "Firearms Purchase Checklist," which defendant
13 signed on November 25, 2011. Defendant signed this form as an
14 affirmation of the following statement:

15 I am purchasing this firearm for my or my immediate
16 family's personal use. The dealer has explained to me that
17 the straw purchase of a firearm is illegal and I affirm
18 that I am not purchasing this firearm for anyone other than
19 myself.

20 2. Defendant Purchased the Oracle Rifle for Rizwan

21 On February 22, 2012, defendant purchased the Oracle rifle for
22 Rizwan. On the purchase documentation, specifically, an ATF Form
23 4473, defendant's name, address, and date of birth are handwritten
24 into Section A of this form, which provides the following admonition:
25 "Section A - Must Be Completed Personally By Transferee (Buyer)."

26 The top of the first page of the form states:

27 WARNING: You may not receive a firearm if prohibited by
28 Federal or State law. The information you provide will be
used to determine whether you are prohibited under law from
receiving a firearm. Certain violations of the Gun Control
Act, 18 U.S.C. Section 921 et.seq., are punishable by up to
10 years imprisonment and/or up to \$250,000 fine.

29 The NOTICES, INSTRUCTION AND DEFINITIONS section of the form
30 instructs that the buyer must "personally complete Section A of the

1 form and certify (sign) that the answers are true, correct, and
2 complete."

3 Question 11(a) of the same the form states:

4 Are you the actual transferee/buyer of the firearm(s)
5 listed on this form? Warning: You are not the actual buyer
6 if you are acquiring the firearm(s) on behalf of another
7 person. If you are not the actual buyer, the dealer cannot
8 transfer the firearm(s) to you.

9 In response to question 11(a), defendant checked the box
10 indicating "Yes."

11 One of the supporting documents for the purchase of the Oracle
12 rifle is a form titled "Firearms Purchase Checklist," which defendant
13 signed on February 22, 2012. Defendant signed this form as an
14 affirmation of the following statement:

15 I am purchasing this firearm for my or my immediate
16 family's personal use. The dealer has explained to me that
17 the straw purchase of a firearm is illegal and I affirm
18 that I am not purchasing this firearm for anyone other than
19 myself.

20 3. Rizwan Provided Defendant Money to Purchase the Rifles

21 In November 2011 and in January and February 2012, shortly
22 before defendant purchased the Smith and Wesson and Oracle rifles
23 respectively, Rizwan gave defendant money for the purchase of each
24 rifle, which defendant deposited into defendant's bank account.

25 4. Defendant Purchased Smokeless Powder to Make
26 Explosives

27 In connection with the RCC and SR-91 plots, defendant discussed
28 with Rizwan the use of radio-controlled devices, including a radio-
controlled car, to activate IEDs, as well as the use of remote-
controlled devices to achieve a safe separation distance from the
device when it went off. Defendant and Rizwan reviewed Inspire
Magazine's instructions on how to make an IED and defendant explained

1 to Rizwan how to build a closed-circuit that would create a "spark."
2 Defendant obtained Christmas tree lightbulbs for the specific purpose
3 of manufacturing an igniter for the IEDs that he and Rizwan intended
4 to use during their planned attacks. In or around 2012, defendant
5 also purchased a container of smokeless powder in furtherance of his
6 and Rizwan's planned attacks.

7 5. Defendant and Rizwan Continue to Prepare for their
8 Attacks Until in or about November 2012

9 From February 2012 to mid-2012, defendant and Rizwan made
10 multiple trips to gun ranges, including ranges in the Riverside, San
11 Bernardino, and Los Angeles areas, in order to practice shooting.
12 Defendant also watched online videos produced by a U.S.-based
13 tactical equipment manufacturer on the following topics to prepare
14 for the attacks: pistols and carbines, firearms tactics, and how to
15 use cover to walk around a corner while keeping a clear shooting
16 angle.

17 Defendant ceased plotting with Rizwan to attack the RCC and SR-
18 91 in or about November 2012.

19 **D. Defendant Participated in an Interview with Law Enforcement**
20 **Following the December 2, 2015 San Bernardino Terrorist**
21 **Attack**

22 On the morning of December 2, 2015, two individuals, including
23 Rizwan, shot and killed 14 people and wounded at least 22 other
24 people at the Inland Regional Center ("IRC") in San Bernardino,
25 California before leaving in a black SUV. Later that day, law
26 enforcement encountered Rizwan and his wife, Tashfeen Malik
27 ("Malik"), in the black SUV in Redlands, California. Rizwan and
28 Malik engaged in a firefight with law enforcement officers that ended
with Rizwan's and Malik's deaths and the wounding of a law

1 enforcement officer. From the scene of the shootout, law enforcement
2 officers recovered four firearms, including the Smith and Wesson
3 rifle and the Oracle rifle. Subsequent forensic testing of the
4 ammunition casings found at the IRC and near the black SUV determined
5 that the Smith and Wesson rifle and the Oracle rifle were used in the
6 attack at the IRC and the firefight with law enforcement.

7 Additionally, law enforcement searched the IRC and found on a
8 table a black bag containing an IED, filled with smokeless powder.
9 On December 3, 2015, law enforcement seized a bottle of smokeless
10 powder during a search of Rizwan's residence, which was later
11 determined by an FBI Explosives Chemistry Examiner to be chemically
12 and physically consistent with the bottled powder found at Rizwan's
13 residence. Defendant subsequently identified the bottle of powder
14 seized at Rizwan's residence as the same bottle that he purchased in
15 2012 and gave to Rizwan.

16 Defendant was at work on December 2, 2015, during the San
17 Bernardino terrorist attack, and was not one of the shooters at the
18 IRC or involved in the subsequent shootout with police. After news
19 reports of the attack were released, defendant called 911 stating
20 that his firearms were used in the attacks and went to the emergency
21 room at UCLA Harbor Medical Center, where he was referred to the
22 psychiatric ward and placed on an involuntary hold. Upon his release
23 from the hospital on December 6, 2015 and continuing through December
24 16, 2015, defendant agreed to participate in an interview with FBI
25 Special Agents. During this time, defendant provided information to
26 law enforcement about Rizwan, as well as information about
27 defendant's prior relationship and planning with Rizwan as described
28 herein. During the interview, defendant informed the FBI that he had

1 withdrawn from Rizwan in or around November 2012 and did not have
2 prior knowledge of the December 2, 2015 attack.

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