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IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

Quan Pham Howard,

Defendant.

CASE NO. 14-390-LHK

PLEA AGREEMENT

1. The indictment in this case charges the defendant with violation of 21 U.S.C. § 841(a)(1) – possession with intent to distribute (Count 1), 18 U.S.C. § 1708 - possession of stolen U.S. Mail (Count 2), 18 U.S.C. § 1703 - delay and destruction of U.S. Mail (Count 3), and alleges forfeiture under 21 U.S.C. § 853(a). This document contains the complete plea agreement between the United States Attorney’s Office for the Northern District of California (the “government”) and the defendant regarding this case. This plea agreement is limited to the United States Attorney’s Office for the Northern District of California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

2. The Court is not a party to this plea agreement. Sentencing is a matter solely within the discretion of the Court, and the Court may take into consideration any and all facts and circumstances concerning the criminal activities of defendant, including activities which may not have been charged in

1 the indictment. The Court is under no obligation to accept any recommendations made by the
2 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
3 including any statutory maximum stated in this plea agreement.

4 3. If the Court should impose any sentence up to the maximum established by statute, the
5 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
6 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
7 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will
8 receive.

9 4. The defendant will plead guilty to Count 1, charging a violation of 21 U.S.C. § 841(a)(1) –
10 possession with intent to distribute and, Count 2, charging a violation of 18 U.S.C. § 1708 - possession
11 of stolen U.S. Mail. The defendant agrees that he is in fact guilty of these charges and that the facts set
12 forth in the Factual Basis for Plea attached hereto as Exhibit A are accurate. The defendant agrees that
13 this plea agreement will be filed with the Court and become a part of the record of the case. The
14 defendant understands and agrees that he will not be allowed to withdraw his plea(s) should the Court
15 not follow the government's sentencing recommendations. The defendant agrees that the statements
16 made by him in signing this Agreement, including the factual admissions set forth in the factual basis,
17 shall be admissible and useable against the defendant by the United States in any subsequent criminal or
18 civil proceedings, even if the defendant fails to enter a guilty plea pursuant to this Agreement. The
19 defendant waives any rights to further discovery, if any, and rights under Fed. R. Crim. P. 11(f) and Fed.
20 R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this Agreement
21 generally. The defendant acknowledges that the crimes to which he is pleading guilty may result in his
22 continued remand into custody after the entry of his pleas.

23 5. The defendant agrees that his conduct is governed by the Mandatory Restitution Act pursuant
24 to 18 U.S.C. § 3663A(c)(1)(A)(ii) and agrees to pay the full amount of restitution to all victims affected
25 by this offense, including, but not limited to, the victims covered in the factual basis, victims covered in
26 those counts to be dismissed as part of the plea agreement pursuant to 18 U.S.C. § 3663A(a)(3), and
27 other victims as a result of the defendant's conduct for the offenses charged. The defendant understands
28 that the factual basis of this plea agreement binds only the United States Attorney's Office for the

1 Northern District of California in this criminal case, and does not bind any agency of the United States
2 in any other judicial, administrative, or other proceeding. Defendant further agrees that he will not seek
3 to discharge any restitution obligation or any part of such obligation in any bankruptcy proceeding.

4 6. The defendant agrees to pay any fine imposed by the district court and he shall pay special
5 assessment of \$100 per count at the time of sentencing by delivering a check or money order (payable to
6 "United States District Court") to the United States Probation Office immediately before the sentencing
7 hearing. If the defendant is unable to pay the special assessment at the time of sentencing, he agrees to
8 earn the money to pay the assessment, if necessary by participating in the Inmate Financial
9 Responsibility Program.

10 7. If the defendant violates this plea agreement in any way, withdraws his plea, or tries to
11 withdraw his plea, this plea agreement is voidable at the option of the government. The government will
12 no longer be bound by its representations to the defendant concerning the limits on criminal prosecution
13 and sentencing as set forth herein. One way a defendant violates the plea agreement is to commit any
14 crime or provide any statement or testimony which proves to be knowingly false, misleading, or
15 materially incomplete. Any "post-plea" conduct by a defendant constituting obstruction of justice will
16 also be a violation of the agreement. The determination whether the defendant has violated the plea
17 agreement will be under a probable cause standard.

18 8. If the defendant violates the plea agreement, withdraws his plea, or tries to withdraw his plea,
19 the government shall have the right (1) to prosecute the defendant on any of the counts to which he
20 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and (3)
21 to file any new charges that would otherwise be barred by this plea agreement. The defendant shall
22 thereafter be subject to prosecution for any federal criminal violation of which the government has
23 knowledge, including perjury, false statements, and obstruction of justice. The decision to pursue any or
24 all of these options is solely in the discretion of the United States Attorney's Office.

25 9. By signing this plea agreement, the defendant agrees to waive any objections, motions, and
26 defenses that the defendant might have to the government's decision. Any prosecutions that are not
27 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
28 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of

1 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
2 The defendant agrees not to raise any objections based on the passage of time with respect to such
3 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
4 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
5 of the date of this plea agreement.

6 10. In addition, (1) all statements made by the defendant to the government or other designated
7 law enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
8 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
9 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
10 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
11 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
12 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
13 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

14 11. The defendant agrees to forfeit to the United States voluntarily and immediately all of his
15 right, title, and interest to his equity or interest in any and all assets subject to forfeiture pursuant to 21
16 U.S.C. 853, which assets include the real property located at 11620 Southwood Drive, San Jose CA,
17 APN 307-02-050. The defendant agrees that this property constitutes or was derived from proceeds
18 obtained, either directly or indirectly, and/or was property used, or intended to be used, in any manner or
19 part, to commit or to facilitate the commission of a violation of 21 U.S.C. § 841(a)(1).

20 The defendant agrees to fully assist the government in the forfeiture of the listed assets and to take
21 whatever steps are necessary to pass clear title to the United States. The defendant shall not sell,
22 transfer, convey, or otherwise dispose of any of his asset(s), including but not limited to, the above-listed
23 11620 Southwood Drive residence. The defendant agrees not to file a claim to any of the listed property
24 in any civil proceeding, administrative or judicial, which may be initiated. The defendant agrees to
25 waive his right to notice of any forfeiture proceeding involving this property, and agrees to not file a
26 claim or assist others in filing a claim in that forfeiture proceeding.

27 12. The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of
28 assets. The defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses

1 to the forfeiture of these assets in any proceeding. The defendant agrees to waive any jeopardy defense,
2 and agrees to waive any claim or defense under the Eighth Amendment to the United States
3 Constitution, including any claim of excessive fine, to the forfeiture of the assets by the United States,
4 the State of California or its subdivisions.

5 13. The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any
6 defenses or defects that may pertain to the forfeiture.

7 14. The defendant agrees to make a full and complete disclosure of his assets and financial
8 condition, and will complete the United States Attorney's Office's "Authorization to Release
9 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change
10 of plea. The defendant also agrees to have the Court enter an order to that effect. The defendant
11 understands that this plea agreement is voidable at the option of the government if the defendant fails to
12 complete truthfully and provide the described documentation to the United States Attorney's Office
13 within the allotted time.

14 15. The government agrees to move, at the time of sentencing, to dismiss without prejudice the
15 remaining counts in the pending indictment. The government agrees not to prosecute the defendant
16 further for conduct described in Exhibit A. The government also agrees not to reinstate any dismissed
17 count except if this agreement is voided. The government will recommend a two-level reduction (if the
18 offense level is less than 16) or a three-level reduction (if the offense level reaches 16) in the
19 computation of his offense level if the defendant clearly demonstrates acceptance of responsibility for
20 his conduct as defined in U.S.S.G. § 3E1.1. This includes the defendant meeting with and assisting the
21 probation officer in the preparation of the pre-sentence report, being truthful and candid with the
22 probation officer, and not otherwise engaging in conduct that constitutes obstruction of justice within the
23 meaning of U.S.S.G § 3C1.1, either in the preparation of the pre-sentence report or during the
24 sentencing proceeding. Assuming full acceptance of responsibility, the parties stipulate, under the

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1 current and anticipated Sentencing Guidelines (i.e. including assumed application of all amendments),
2 as follows:

- 3 • under USSG 2B1.1 base offense level 6, plus 8 for loss, plus 2 for victims,
- 4 • under USSG 3D1.4 plus 2 (re Count 1 under USSG 2D1.1(b)(1) plus 2),
- 5 • under USSG 3B1.3 plus 2,
- 6 • under USSG 3C1.1 plus 2, and
- 7 • minus 3 under USSG 3E1.1

8 The total adjusted level is 19 and Criminal History Category I for range of 30 to 37 months
9 imprisonment. The parties waive all rights under the Sentencing Guidelines and 18 USC 3553 factors to
10 seek a sentence (higher or lower) outside the 30 to 37 month range and waive all rights to move the
11 Court at the sentencing hearing to impose a sentence outside the 30 to 37 month range.

12 16. The government is free to provide full and accurate information to the Court and Probation,
13 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
14 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
15 understands and agrees that nothing in this Plea Agreement bars the government from defending on
16 appeal or collateral review any sentence that the Court may impose.

17 17. As to Count 1 (possession with intent to distribute), the defendant agrees that, at trial, the
18 Government would be required to prove beyond a reasonable doubt during the time charged the
19 following:

- 20 (1) The defendant knowingly possessed a controlled substance;
- 21 (2) The substance was in fact marijuana;
- 22 (3) The defendant possessed the substance with the intent to distribute it; and
- 23 (4) The quantity of the substance was at least 8 kilograms (actual) marijuana

24 As to Count 2 (possession of stolen U.S. Mail), the defendant agrees that, at trial, the Government
25 would be required to prove beyond a reasonable doubt during the time charged the following:

- 26 (1) The defendant acted within the jurisdiction of the Northern District of California;
- 27 (2) The charged items were stolen from an authorized receptacle or depository for U.S. mail matter;
28 and
- 29 (3) The defendant possessed the charged items knowing that the items had been stolen.

30 By his signature hereto, the defendant declares that he fully understands the nature and
31 elements of the crimes charged in the indictment to which he is pleading guilty, together with the
32 possible defenses thereto, and he has discussed the felony offenses with his attorney. The defendant also
33 understands: (a) the maximum penalties for his felony violations are as follows:

COUNT	OFFENSE	MAXIMUM PENALTY DESCRIPTION
1	21 USC 841(a)(1)	Possession of Controlled Substance
2		5 yrs imprisonment, 3 yrs TSR,
3		\$250,000 fine, restitution
4	18 USC 1708	Possession of Stolen US Mail
5		5 yrs imprisonment, 3 yrs TSR,
6		\$250,000 fine, restitution

(b) if the term of supervised release (TSR) for his conviction is revoked, a 2 year additional period of consecutive incarceration may be imposed; and (c) a mandatory \$100 penalty assessment for each felony conviction will be imposed in addition to any penalty imposed by the Court. The defendant understands and agrees that any combination or all penalties/components of his sentence may be run additionally and consecutively by the Court, including, for example, that the 3 year term of supervised release shall follow the imposed period of incarceration and that the Court will be requested to make an order of restitution to identifiable victims.

18. By signing this plea agreement, the defendant also agrees that the Court can order the payment of restitution for the full loss caused by the defendant's wrongful conduct. The defendant agrees that the restitution order is not restricted to the amounts alleged in the specific count(s) to which he is pleading guilty. The defendant further agrees, as noted above, that he will not attempt to discharge in any present or future bankruptcy proceeding any restitution imposed by the Court.

19. Violations of Supervised Release. The defendant understands that if he violates a condition of supervised release at any time during the term of supervised release, the Court may revoke the term of supervised release and require the defendant to serve up to 2 additional years imprisonment.

20. The defendant understands that the Court must consult the Federal Sentencing Guidelines and must take them into account when determining a final sentence. The defendant understands that the Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the Sentencing Guidelines and must take them into account when determining a final sentence. The defendant further understands that the Court will consider whether there is a basis for departure from the guideline sentencing range (either above or below the guideline sentencing range) because there exists an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the Sentencing Commission in formulating the Guidelines. The defendant further understands that the Court, after consultation and consideration of the Sentencing Guidelines, must

1 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a). Except as
2 stipulated and waived herein regarding sentencing outside the agreed upon range of 30 to 37 months, the
3 parties reserve all rights regarding application of the Sentencing Guidelines and sentencing factors under
4 18 U.S.C. § 3553.

5 21. The defendant understands that by pleading guilty he is waiving the following
6 constitutional rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by
7 a jury; (c) to be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena
8 witnesses to testify on his behalf; (e) to confront and cross-examine witnesses against him; and (f) not to
9 be compelled to incriminate himself.

10 22. The defendant understands that the law gives the defendant a right to appeal his guilty plea,
11 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to
12 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
13 exceed the statutory maximums for the offenses to which he is pleading guilty. The defendant
14 specifically gives up the right to appeal any order of restitution the Court may impose. Notwithstanding
15 the defendant's waiver of appeal, the defendant will retain the right to appeal if one of the following
16 circumstances occurs: (1) the sentence imposed by the District Court exceeds the statutory maximum;
17 and/or (2) the government appeals the sentence in the case. The defendant understands that these
18 circumstances occur infrequently and that in almost all cases this Agreement constitutes a complete
19 waiver of all appellate rights. In addition, regardless of the sentence the defendant receives, the
20 defendant also gives up any right to bring a collateral attack, including a motion under 28 U.S.C. § 2255
21 or § 2241, challenging any aspect of the guilty plea, conviction, or sentence, except for non-waivable
22 claims. The government will move to dismiss counts against the defendant at the conclusion of the
23 sentencing hearing. However, if the defendant ever attempts to vacate his plea(s), dismiss the
24 underlying charges, or modify or set aside his sentence on any of the counts to which he is pleading
25 guilty, the government shall have the rights to charge the defendant with any dismissed counts.

26 23. The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L.
27 105-119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
28 investigation and prosecution of all charges in the above-captioned matter and of any related allegations,

1 including without limitation any charges to be dismissed pursuant to this plea agreement and any
2 charges previously dismissed.

3 24. Defendant understands that, before entering guilty plea(s) pursuant to this plea agreement,
4 he could request DNA testing of evidence in this case. The defendant further understands that, with
5 respect to the offense(s) to which he is pleading guilty pursuant to this plea agreement, he would have
6 the right to request DNA testing of evidence after conviction under the conditions specified in 18 U.S.C.
7 § 3600. Knowing and understanding his right to request DNA testing, the defendant knowingly and
8 voluntarily gives up that right to test all items of evidence there may be in this case that might be
9 amenable to DNA testing. The defendant understands and acknowledges that by giving up this right, he
10 is giving up any ability to request DNA testing of evidence in this case in the current proceeding, in any
11 proceeding after conviction under 18 U.S.C. § 3600, and in any other proceeding of any type. The
12 defendant further understands and acknowledges that by giving up this right, he will never have another
13 opportunity to have the evidence in this case, whether or not listed above, submitted for DNA testing, or
14 to employ the results of DNA testing to support a claim that defendant is innocent of the offenses to
15 which he is pleading guilty.

16 25. The defendant recognizes that pleading guilty may have consequences with respect to his
17 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
18 are removable offenses, including offense(s) to which the defendant is pleading guilty. Removal and
19 other immigration consequences are the subject of a separate proceeding, however, and defendant
20 understands that no one, including his attorney or the district court, can predict to a certainty the effect
21 of his conviction on his immigration status. The defendant nevertheless affirms that he wants to plead
22 guilty regardless of any immigration consequences that his plea may entail, even if the consequence is
23 his automatic removal from the United States.

24 26. Other than this plea agreement, no agreement, understanding, promise, or condition between
25 the government and the defendant exists, nor will such agreement, understanding, promise, or condition
26 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
27 counsel for the United States.

28 27. The defendant further agrees that he has been advised by his attorney of all his rights

1 under the Federal Rules of Criminal Procedure, including FRCP 11 and 32, and all his rights under the
2 U.S. Constitution. The defendant agrees that he fully understands those rights and that he is satisfied
3 with his attorney's representation.

4 28. I, Quan P. Howard, have consulted with my attorney at great length, and I fully
5 understand all my rights, including those rights contained in FRCP 11 and my constitutional rights, with
6 respect to the offenses charged in the Indictment against me. I have read this plea agreement, including
7 its incorporated Exhibit A, and I have carefully reviewed every part of it with my attorney. In signing
8 this plea agreement, I was not under the influence of any disabling or mentally impairing drug,
9 medication, liquor, intoxicant or depressant. Further, I was alert, attentive and fully capable of
10 understanding the terms and conditions of this plea agreement. I understand the charges against me and
11 the charges (by indictment in Counts 1 and 2) to which I am pleading guilty. I agree that I be sentenced
12 to a term of incarceration under the Sentencing Guidelines and 18 USC § 3553 for my criminal conduct
13 and to pay full restitution for all of my criminal conduct. I am fully satisfied with my attorney's
14 representation. I understand this plea agreement, and I voluntarily agree to this written plea agreement.
15 I understand that no other terms or oral agreements exist, other than what appears in this plea agreement.

16 Dated:

17
18

Quan Pham Howard
Defendant

19
20 29. I, Daniel L. Barton, am defendant Howard's attorney. I have fully explained to Mr. Howard
21 the terms of this plea agreement and his rights with respect to all the charges against him and all
22 potential charges against him. Mr. Howard wishes to plead guilty to the charges set forth in the
23 indictment in Counts 1 and 2. To my knowledge, Mr. Howard's decision to enter into this plea
24 agreement is an informed and voluntary decision. Mr. Howard understands and agrees that he is guilty
25 as charged in Counts 1 and 2. In signing this plea agreement, Mr. Howard did not appear to be under the
26 influence of any disabling or mentally impairing drug, medication, liquor, intoxicant or depressant.
27 Further, from what I could discern based on my extensive discussion and "question and answer"
28 experiences with Mr. Howard regarding the indictment, the statutory charges, and the plea agreement, I

1 have reason to believe that, considering the mental state under which he signed this plea agreement, Mr.
2 Howard was alert, attentive and fully capable of understanding the terms and conditions of this plea
3 agreement.

4 Dated:

Daniel L. Barton, Esq
Attorney For Defendant

6 30. The undersigned Assistant United States Attorney hereby accepts and agrees to
7 this plea agreement for the United States.

8
9 Benjamin B. Wagner
United States Attorney

10 Dated:

Michelle Rodriguez
Special Attorney To The U.S. Attorney General

EXHIBIT A (Factual Basis For Pleas)

31. The defendant, with the advice and assistance of his defense counsel, acknowledges and agrees that the following factual summary accurately describes the events underlying his criminal conduct and offenses of conviction.

- (1) From late 2010 through June 25, 2014, Howard was the Supervisory US Postal Service Inspector in charge of the U.S. Postal Inspection Service's San Jose Office. During this time, Howard stole illicit drugs and valuables from U.S. Mail. Howard took the stolen drugs (packaged marijuana) and items to his Santa Clara County residence. Howard possessed the drugs for later illicit trafficking and distribution.
- (2) On 6/25/14, a search warrant was executed on (1) Howard's residence, (2) Howard's USPIS office, and (3) vehicles Howard used. During the search, law enforcement recovered Howard's packaged marijuana. Specifically, in Howard's garage, law enforcement found 8.27 kilos of marijuana. The drugs were in 16 packages, each containing approximately one half kilo. Some of Howard's packages had content labels, e.g. barry white, purp d, and bubba rush. Howard's illicit packages of marijuana were vacuum sealed. Law enforcement forensic tests indicate the packages contain marijuana. Howard stole 6 packages of marijuana (bearing similar labels) the day before (6/24/14) from the Vallejo US Post Office. Howard used his position as a postal inspector to remove the marijuana from the post office. Howard carried and referenced his gun (referring his federally authorized concealed weapon) during his theft of the marijuana. To conceal his theft and trafficking activity, Howard ordered the Postmaster to falsify a postal record by scanning the box of marijuana as "returned to sender".
- (3) On 6/24/14, Howard went to Vallejo and stole the marijuana using an unmarked USPIS vehicle. On 6/25/14, several hours before execution of the search warrant, law enforcement observed Howard unload the Vallejo package from his assigned USPIS vehicle and place it in his residence garage. When law enforcement recovered the Vallejo package from Howard's garage, it was opened. Howard had removed the packaged marijuana and mixed the unopened vacuum packaged drugs with additional unopened vacuum packages of marijuana which Howard possessed in his garage for later distribution. Howard had cut the shipping label on the Vallejo package and box to destroy evidence of his theft of the drugs from the U.S. Mail. On June 25, 14, during his post Miranda interview, Howard confessed that he took the Vallejo marijuana package and -- within the preceding couple of days -- another package containing marijuana from another U.S. Post Office.
- (4) During the 6/25/14 search warrant execution, law enforcement recovered all of the items indicated in Count 2. All of the items were U.S. Mail contents Howard had, prior to 6/25/14, removed without lawful authority from the U.S. Mail. Howard had converted the items to his own personal use, including for example by removing mail packaging, item wrappers and other identifying labels and marks. Earlier searches of Howard's residence trash indicated Howard converted items of stolen U.S. Mail to his own use. From at least early 2010 through 6/25/14, Howard had instructed postal employees to provide him with U.S. Mail and contents, including cash, drugs, and other valuables (including electronics, jewelry, rare coins, precious metals, and other collectable memorabilia found loose in the mail).
- (5) In May 2013, law enforcement set up a hidden surveillance camera to create an agency record of activities at a San Jose (1750 Lundy Ave) US Post Office (including mail processing areas). Video depicts Howard carrying away and removing most of the charged items in Counts 2 and 3. In areas of the Lundy Post Office, Howard is depicted engaging in surveillance detection activity to ensure his theft is not discovered. Howard disabled video surveillance.

1 (6) Specifically, on 5/31/13, Howard, immediately upon entering Room A62 at the Lundy Ave postal
2 facility, Howard began examining Room A62 for surveillance cameras and intrusion by others.
3 Howard's examination lasted over 20 minutes. The examination involved exiting and re-entering the
4 room and turning lights off and on repeatedly. Howard used a flashlight to assist in his examination.
5 On 5/31/2013, Howard returned to Room A62 carrying Express Mail flats and other items of US
6 Mail. Howard is captured on surveillance video opening, without authority mail matter. Howard is
7 depicted removing contents from mail matter, placing contents in another container, and resealing
8 the original mail matter. Howard left with the unlawfully removed mail contents. On 6/7/2013,
9 Howard again conducted surveillance detection activity in Room A62. Immediately upon entering
10 Room A62, Howard again began examining Room A62 for surveillance cameras. Howard's
11 examination lasted approximately 6 minutes. The examination involved comparing the state of
12 Room A62 to digital images on a cellphone that Howard had apparently captured on a prior
13 occasion. After conducting the surveillance detection activity, Howard left Room A62. On 6/8/13,
14 Howard again examined Room A62 for surveillance cameras and intrusion by others. Howard's
15 examination lasted over 15 minutes. Howard used a flashlight to assist in his examination. Howard
16 climbed onto a desk and also climbed onto a chair to closely examine the ceiling (including ceiling
17 panels near the camera lens). Howard is depicted rendering the surveillance camera lens inoperable,
18 thereby preventing law enforcement from recording activities in Room A62.

19 (7) On about July 2, 2014, Howard contacted a witness, a former USPS employee that Howard had
20 supervised. Howard attempted to influence this witness and influence his testimony by instructing
21 the witness on what to remember about his (Howard's) prior supervision of the witness while the
22 witness was employed at the Postal Inspection Service. Between July 17, 2014 and December 17,
23 2014, Howard contacted another witness to influence her testimony. The witness was a former
24 supervisor of Howard at the San Jose Postal Inspection Service Office. During this time, the witness
25 was repeatedly contacted for sympathy and support. Based on Howard's statements and questions,
26 the witness reported that Howard was looking for an excuse for his theft and Howard was seeking to
27 use her to create a defense. Howard attempted to get the witness to support an explanation for his
28 possession of stolen property that he knew was not true.

32. I, Quan P. Howard, have read Exhibit A, the above Factual Basis for Plea, and agree that
it is true and accurate.

Dated:

Quan Pham Howard
Defendant

33. I, Daniel L. Barton, have read Exhibit A, the above Factual Basis for Plea, and agree that
it is consistent with and supported by discovery provided by the Government.

Dated:

Daniel L. Barton, Esq
Attorney For Defendant