

1 MCGREGOR W. SCOTT  
United States Attorney  
2 SHELLEY D. WEGER  
Assistant United States Attorney  
3 501 I Street, Suite 10-100  
Sacramento, CA 95814  
4 Telephone: (916) 554-2700  
Facsimile: (916) 554-2900

5 Attorneys for Plaintiff  
6 United States of America



7  
8 IN THE UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,  
11  
12 Plaintiff,  
13  
14 v.  
15 KAO XIONG,  
16  
17 Defendant.

CASE NO. 2:18-CR-00235 TLN  
PLEA AGREEMENT

16 I. INTRODUCTION

17 A. Scope of Agreement.

18 The information in this case charges the defendant with violation(s) of 18 U.S.C. 844(e) —  
19 Conveying False Information Concerning Use of an Explosive (Counts One through Three). This  
20 document contains the complete plea agreement between the United States Attorney's Office for the  
21 Eastern District of California (the "government") and the defendant regarding this case. This plea  
22 agreement is limited to the United States Attorney's Office for the Eastern District of California and  
23 cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

24 B. Court Not a Party.

25 The Court is not a party to this plea agreement. Sentencing is a matter solely within the  
26 discretion of the Court, and the Court may take into consideration any and all facts and circumstances  
27 concerning the criminal activities of defendant, including activities which may not have been charged in  
28

1 the information. 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 the statutory maximum stated in this plea agreement.

4 If the Court should impose any sentence up to the maximum established by the 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 II. DEFENDANT'S OBLIGATIONS

### 10 A. Guilty Plea.

11 The defendant will plead guilty to Count Two of the Information charging him with Conveying  
12 False Information Concerning Use of an Explosive in violation of 18 U.S.C. § 844(e). The defendant  
13 agrees that he is in fact guilty of this charge and that the facts set forth in the Factual Basis for Plea  
14 attached hereto as Exhibit A are accurate.

15 The defendant agrees that this plea agreement will be filed with the Court and become a part of  
16 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his  
17 plea should the Court not follow the government's sentencing recommendations.

18 The defendant agrees that the statements made by him in signing this Agreement, including the  
19 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by  
20 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a  
21 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)  
22 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this  
23 Agreement generally.

#### 24 1. Waiver of Indictment:

25 The defendant acknowledges that under the United States Constitution he is entitled to be  
26 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed. R. Crim.  
27 P. 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the  
28 charges set forth in the information. The defendant agrees that at a time set by the Court, he will sign a

1 written waiver of prosecution by Indictment and consent to proceed by Information rather than by  
2 Indictment.

3 **B. Restitution.**

4 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of  
5 certain offenses.

6 Defendant agrees that his conduct is governed by the Mandatory Restitution Act pursuant to 18  
7 U.S.C. § 3663A(c)(1)(A)(ii) and 3663A(c)(1)(B) and agrees to pay the full amount of restitution to all  
8 victims affected by this offense, including, but not limited to, the victims covered in the factual basis,  
9 victims covered in those counts to be dismissed as part of the plea agreement pursuant to 18 U.S.C.  
10 § 3663A(a)(3), and other victims as a result of the defendant's conduct for the offenses charged and all  
11 relevant conduct occurring from January through December 2017. The amount of restitution is  
12 estimated to be between 0 and 500,000 dollars, but could be higher.

13 Defendant further agrees that he will not seek to discharge any restitution obligation or any part  
14 of such obligation in any bankruptcy proceeding.

15 Payment of restitution shall be by cashier's or certified check made payable to the Clerk of the  
16 Court.

17 **C. Fine.**

18 The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a  
19 fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively  
20 prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury  
21 to the Probation Officer and the government in advance of the issuance of the draft Presentence  
22 Investigation Report, along with supporting documentation. The government retains the right to oppose  
23 the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered  
24 by the Court, up to the statutory maximum fine for the defendant's offense.

25 **D. Special Assessment.**

26 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering  
27 a check or money order payable to the United States District Court to the United States Probation Office  
28 immediately before the sentencing hearing. The defendant understands that this plea agreement is



1 voidable at the option of the government if he fails to pay the assessment prior to that hearing.

2 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

3 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw  
4 his plea, this plea agreement is voidable at the option of the government. If the government elects to  
5 void the agreement based on the defendant's violation, the government will no longer be bound by its  
6 representations to the defendant concerning the limits on criminal prosecution and sentencing as set  
7 forth herein. A defendant violates the plea agreement by committing any crime or providing or  
8 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in  
9 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting  
10 obstruction of justice. Varying from stipulated Guidelines application or agreements regarding  
11 arguments as to 18 United States Code section 3553, as set forth in this agreement, personally or through  
12 counsel, also constitutes a violation of the plea agreement. The government also shall have the right (1)  
13 to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any counts  
14 that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would  
15 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for  
16 any federal criminal violation of which the government has knowledge. The decision to pursue any or  
17 all of these options is solely in the discretion of the United States Attorney's Office.

18 By signing this plea agreement, the defendant agrees to waive any objections, motions, and  
19 defenses that the defendant might have to the government's decision. Any prosecutions that are not  
20 time-barred by the applicable statute of limitations as of the date of this plea agreement may be  
21 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of  
22 limitations between the signing of this plea agreement and the commencement of any such prosecutions.  
23 The defendant agrees not to raise any objections based on the passage of time with respect to such  
24 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy  
25 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as  
26 of the date of this plea agreement. The determination of whether the defendant has violated the plea  
27 agreement will be under a probable cause standard.

28 In addition, (1) all statements made by the defendant to the government or other designated law

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

8 **F. Asset Disclosure.**

9 The defendant agrees to make a full and complete disclosure of his assets and financial  
10 condition, and will complete the United States Attorney's Office's "Authorization to Release  
11 Information" and "Financial Affidavit" within five (5) weeks from the entry of the defendant's change  
12 of plea, including supporting documentation. The defendant also agrees to have the Court enter an order  
13 to that effect. The defendant understands that if he fails to complete truthfully and provide the described  
14 documentation to the United States Attorney's office within the allotted time, he will be considered in  
15 violation of the agreement, and the government shall be entitled to the remedies set forth in section II.E  
16 above, above.

17 **III. THE GOVERNMENT'S OBLIGATIONS**

18 **A. Dismissals/Other Charges.**

19 The government agrees to move, at the time of sentencing, to dismiss without prejudice the  
20 remaining counts in the pending information. The government also agrees not to reinstate any dismissed  
21 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation  
22 of Plea Agreement by Defendant/Withdrawal of Plea(s)), VI.B (Stipulations Affecting Guideline  
23 Calculation), and VII.B (Waiver of Appeal and Collateral Attack) herein.

24 **B. Recommendations.**

25 **1. Incarceration Range.**

26 The government will recommend that the defendant be sentenced to a sentence no higher than  
27 the low end of the applicable guideline range as determined by the Court, and the statutory maximum  
28 term of supervised release. The government will further recommend that the defendant be sentenced to

1 a split sentence as permitted by U.S.S.G. § 5C1.1(c)(2) or (d)(2), as long as the applicable guideline  
2 range as determined by the Court is in Zone B or Zone C of the sentencing table.

3 2. Acceptance of Responsibility.

4 The government will recommend a two-level reduction (if the offense level is less than 16) or a  
5 three-level reduction (if the offense level reaches 16) in the computation of his offense level if the  
6 defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G.  
7 § 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation  
8 of the pre-sentence report, being truthful and candid with the probation officer, and not otherwise  
9 engaging in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either  
10 in the preparation of the pre-sentence report or during the sentencing proceeding.

11 C. Use of Information for Sentencing.

12 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 IV. ELEMENTS OF THE OFFENSE

18 At a trial, the government would have to prove beyond a reasonable doubt the following  
19 elements of the offense to which the defendant is pleading guilty, maliciously conveying false  
20 information via the mail in violation of 18 U.S.C. § 844(e):

- 21 1. The defendant, through the use of mail, telephone, telegraph, or other instrument  
22 of interstate or foreign commerce
- 23 2. Maliciously conveyed false information
- 24 3. Knowing the information to be false
- 25 4. Concerning an attempt or alleged attempt being made, or to be made to
  - 26 a. Kill, injure, or intimidate any individual; or
  - 27 b. Unlawfully damage or destroy any building, vehicle, or other real or  
28 personal property



1           5.     By means of fire or an explosive.

2           The defendant fully understands the nature and elements of the crimes charged in the information  
3 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with  
4 his attorney.

5                                   V.     MAXIMUM SENTENCE

6           A.     Maximum Penalty.

7           The maximum sentence that the Court can impose is 10 years of incarceration, a fine of  
8 \$250,000, a 3 year period of supervised release and a special assessment of \$100. By signing this plea  
9 agreement, the defendant also agrees that the Court can order the payment of restitution for the full loss  
10 caused by the defendant's wrongful conduct. The defendant agrees that the restitution order is not  
11 restricted to the amounts alleged in the specific count to which he is pleading guilty. The defendant  
12 further agrees, as noted above, that he will not attempt to discharge in any present or future bankruptcy  
13 proceeding any restitution imposed by the Court.

14          B.     Violations of Supervised Release.

15          The defendant understands that if he violates a condition of supervised release at any time during  
16 the term of supervised release, the Court may revoke the term of supervised release and require the  
17 defendant to serve up two additional years imprisonment.

18                                   VI.   SENTENCING DETERMINATION

19          A.     Statutory Authority.

20          The defendant understands that the Court must consult the Federal Sentencing Guidelines and  
21 must take them into account when determining a final sentence. The defendant understands that the  
22 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the  
23 Sentencing Guidelines and must take them into account when determining a final sentence. The  
24 defendant further understands that the Court will consider whether there is a basis for departure from the  
25 guideline sentencing range (either above or below the guideline sentencing range) because there exists  
26 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into  
27 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further  
28 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).

2 **B. Stipulations Affecting Guideline Calculation.**

3 The government and the defendant agree that there is no material dispute as to the following  
4 sentencing guidelines variables and therefore stipulate to the following:

- 5 1. Base Offense Level: **+12** (U.S.S.G. § 2A6.1(a)(1))
- 6 2. Specific Offense Characteristics:  
7 **Two** levels are added because the offense involved more than two threats.  
8 (U.S.S.G. § 2A6.1(b)(2)(A))
- 9 3. Adjusted Offense Level: 14
- 10 4. Acceptance of Responsibility: See paragraph III.B.2 above
- 11 5. Criminal History: The defendant's criminal history category will be determined  
12 by the Court.
- 13 6. Departures or Other Enhancements or Reductions:

14 The parties agree that they will not seek or argue in support of any other specific offense  
15 characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"),  
16 or cross-references, except that the government may move for a departure or an adjustment based on the  
17 defendant's post-plea obstruction of justice (§3C1.1). Both parties agree not to move for, or argue in  
18 support of, any departure from the Sentencing Guidelines, or any deviance or variance from the  
19 Sentencing Guidelines under United States v. Booker, 543 U.S. 220, 125 S.Ct. 738 (2005).

20 The defendant is free to recommend a sentence down to 10 months with the sentence to be  
21 served as a split sentence with 5 months served in custody and 5 months served on home detention,  
22 consistent with U.S.S.G. § 5C1.1(d)(2). The defendant acknowledges that if the defendant requests or  
23 suggests in any manner a lower sentence that will be considered a violation of the plea agreement. The  
24 government's remedies and remaining obligations in this agreement shall be as outlined in paragraph  
25 II.E, above.

26 7. Term of Supervised Release: Both parties agree that they will jointly recommend  
27 the statutory maximum term of supervised release.  
28



**VII. WAIVERS**

**A. Waiver of Constitutional Rights.**

The defendant understands that by pleading guilty he is waiving the following constitutional rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be compelled to incriminate himself.

**B. Waiver of Appeal and Collateral Attack.**

The defendant understands that the law gives the defendant a right to appeal his guilty plea, conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not exceed the statutory maximum for the offense to which he is pleading guilty. The defendant understands that this waiver includes, but is not limited to, any and all constitutional and/or legal challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant specifically gives up the right to appeal any order of restitution the Court may impose.

Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant understands that these circumstances occur infrequently and that in almost all cases this Agreement constitutes a complete waiver of all appellate rights.

In addition, regardless of the sentence the defendant receives, the defendant also gives up any right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever

1 attempts to vacate his plea, dismiss the underlying charges, or modify or set aside his sentence on any of  
2 the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E  
3 herein.

4 **C. Waiver of Attorneys' Fees and Costs.**

5 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-  
6 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
7 investigation and prosecution of all charges in the above-captioned matter and of any related allegations  
8 (including without limitation any charges to be dismissed pursuant to this plea agreement and any  
9 charges previously dismissed).

10 **D. Impact of Plea on Defendant's Immigration Status.**

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

19 **VIII. ENTIRE PLEA AGREEMENT**

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

24 **IX. APPROVALS AND SIGNATURES**

25 **A. Defense Counsel.**

26 I have read this plea agreement and have discussed it fully with my client. The plea agreement  
27 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to  
28 plead guilty as set forth in this plea agreement.

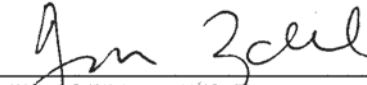
counsel for the United States.

**IX. APPROVALS AND SIGNATURES**

**A. Defense Counsel.**

I have read this plea agreement and have discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.

Dated: 11/13/18

  
TIMOTHY ZINDEL  
Attorney for Defendant

**B. Defendant:**

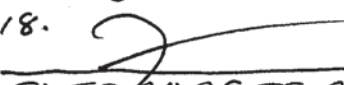
I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 11/13/18

  
KAO XIONG  
Defendant

*Read to Mr. Xiong in Hmong by Certified Interpreter  
Too Ja-Vue Yang, Nov. 13, 2018.*

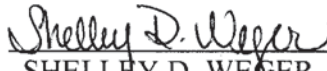
**C. Attorney for United States:**

  
INTERPRETER

I accept and agree to this plea agreement on behalf of the government.

Dated: 1/3/19

MCGREGOR W. SCOTT  
United States Attorney

  
SHELLEY D. WEGER  
Assistant United States Attorney



## EXHIBIT "A"

## Factual Basis for Plea(s)

In approximately August 2017, Kao Xiong placed a letter in the United States Mail addressed to Company 1's headquarters in Sunnyvale, California, that maliciously conveyed false information about a bomb threat. The envelope was postmarked August 2, 2017, "Sacramento CA 957." The letter stated, "I am one of the UNSTOPPLABLE FORCE... I am just informing you that we are going to bomb this location. The reason is that they had my family hold as hosted..." The letter included two addresses located in the state of Minnesota and headshot photographs of four individuals. The letter concluded by stating, "Donald Trump has more infor[.]" and included the letters "KKS." Xiong knew at the time he created and mailed the letter that the information about bombing Company 1's headquarters was false, and Xiong had no legal justification for making the false statement. A bomb is a type of "explosive" as defined in 18 U.S.C. § 844(j).

Upon receipt of the letter, an employee of Company 1 contacted the Sunnyvale Police Department to report a bomb threat. The Sunnyvale Police Department responded to the scene, processed the letter for latent prints and potential DNA evidence, and reported the letter to the Federal Bureau of Investigations ("FBI").

This letter was one of over 150 letters containing threats and false information about bombings and assassinations that Xiong deposited into the United States Mail between January and December 2017. Although the United States Postal Service intercepted over half of the letters before they were delivered to their addressees, letters were delivered to locations throughout the United States, including various FBI offices, the White House, the current and former Presidents of the United States, airports, media outlets, and private companies. Some of the letters contained the words "Psion powder" and included a white powder, which was determined by laboratory testing to be non-hazardous. The letters resulted in the FBI, and other local and federal law enforcement agencies expending investigative resources to assess the threat and identify the source of the letters.

The letters were similar in that they were typically postmarked "Sacramento CA 957." All mail sent from Oroville, California, where Xiong resided in 2017, bore this postmark. The letters also

1 typically referenced "Unstoppable Force," pipe bomb, and/or Xiong's ex-wife or family members, many  
2 of whom lived in Minnesota, by name and/or photograph.

3 During its investigation, law enforcement interviewed Xiong on two separate occasions. In both  
4 instances, Xiong denied having any involvement with the letters. During the second interview, on  
5 August 18, 2017, Xiong was questioned about "KKS," which appeared in several of the letters as well as  
6 in a post Xiong placed on his Facebook page. Xiong admitted that he used the letters "KKS" on his  
7 Facebook page to get the attention of his ex-wife's family so that they would pass information along to  
8 her. After this interview, Xiong included the name of one of the interviewing agents in several of his  
9 letters.

10 On November 16 and 20, 2017, law enforcement determined Xiong's vehicle was in the vicinity  
11 of a public library. One of the library computers available for use by the public showed that documents  
12 with files named "UNSTOPPABLE FORCE," "FBI ADDRESS," and the name of an individual  
13 identified in Xiong's letters had been created or accessed from a USB port on November 16 and 20,  
14 2017, during the time period that Xiong's vehicle was located near the library.

15 On November 21, 2017, Xiong was observed on video surveillance entering Company 2 and  
16 making a purchase in the Money Services area of the store. Company 2 records show Xiong purchased  
17 a money gram and 40 postage stamps. A Company 2 employee stated that the store sold only  
18 Christmas-themed stamps on this date. The following day, November 22, 2017, Company 2's video  
19 surveillance and a register receipt showed Xiong purchased a black sweatshirt, privacy tint mailing  
20 envelopes, and disposable vinyl gloves. On November 23, 2017, law enforcement determined that  
21 Xiong's vehicle was in the immediate vicinity of a mail collection box on West Way in Oroville,  
22 California. FBI placed a sheet of red paper in the box so that any letters subsequently deposited in the  
23 mail collection box would appear on top of the red paper. When the mail was collected, all of the 20  
24 letters below the red sheet of paper had typed addresses and Christmas-themed postage stamps. The  
25 letters were addressed to FBI offices, the White House, and other government agencies. Fifteen of the  
26 letters were opened and contained one sheet of paper stating "UNSTOPPABLE FORCE, PIPE BOMB,  
27 12/25/17."

On December 6, 2017, Xiong's vehicle was in the vicinity of a mailbox on Lincoln Street in Oroville, California. Video surveillance from a nearby business showed an individual exiting a black sedan, that appeared to be Xiong's vehicle, walking toward the mail collection box, and then returning to the vehicle. When the mail was picked up the next day, it contained three letters addressed to FBI Sacramento, Donald Trump, and the White House. The letters referenced "Unstoppable Force" and a pipe bomb.

During the execution of a search warrant on December 22, 2017, law enforcement identified items related to the creation of the letters in Xiong's vehicle: two sheets of paper with photographs similar to those included in the letters, glue sticks, scissors, one first-class postage stamp, envelopes, and gloves. On January 2, 2018, during the execution of a search warrant at Xiong's place of employment, law enforcement found a thumb drive that was plugged into a computer that Xiong was known to use. Some of the documents on the thumb drive had the same file names as the documents accessed from the computer at the public library. The contents of the documents included "UNSTOPPABLE FORCE" as included in the letters, as well as photographs of individuals that appeared in the letters, and addresses to various FBI offices and other locations to which the letters were addressed and sent.

I, KAO XIONG, have read and reviewed Exhibit A, Factual Basis for Plea, with my attorney and agree to the truth and accuracy of the facts set forth herein.

Dated: 11/13/18

Kao Xiong  
Defendant

*Read to Mr. Xiong in Hmong by certified  
Interpreter Tou Ja-Vue Yang of St. Paul, MN,  
on Nov. 13, 2018.*

*[Signature]*  
INTERPRETER