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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

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 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

No. CR 19-093-RGK

14 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
WEI XU

15 v.

16 WEI XU,
 17 aka George XU,
 aka Wade XU
 18 Defendant.

19
 20 1. Subject to the approval of the Department of Justice, Tax
 21 Division, this constitutes the plea agreement between WEI XU
 22 ("defendant") and the United States Attorney's Office for the Central
 23 District of California ("the USAO") in the above-captioned case.
 24 This agreement is limited to the USAO and cannot bind any other
 25 federal, state, local, or foreign prosecuting, enforcement,
 26 administrative, or regulatory authorities.

27 DEFENDANT'S OBLIGATIONS

28 2. Defendant agrees to:

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to all counts
3 contained in the First Superseding Information in United States v.
4 Wei Xu, CR No. 2:19-CR-093-RGK, that is attached to this agreement as
5 Exhibit A, which charges defendant with: (1) making materially false
6 statements to a federal agency, in violation of 18 U.S.C. § 1001; (2)
7 unlawfully engaging in the business of dealing in firearms, in
8 violation of 18 U.S.C. § 922(a)(1)(A); (3) unlawfully possessing
9 firearms not registered to defendant as required in the National
10 Firearms Registration and Transfer Record ("NFRTR"), in violation of
11 26 U.S.C. § 5861(d); and (4) willfully attempt to evade or defeat
12 taxes, in violation of 26 U.S.C. § 7201.

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

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

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

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

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

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

1 3. Defendant further agrees:

2 a. To hereby forfeit to the United States of America all
3 of defendant's right, title, and interest in the following items:

4 i. All property listed on the attached Exhibit A.

5 ii. All property listed on the attached Exhibit B

6 with the notation "Forfeited" in the "Disposition" chart. The
7 property listed on the attached Exhibit A and the property listed on
8 Exhibit B with the notation "Forfeited" is referred to herein as the
9 "Forfeitable Property."

10 iii. With respect to the property listed on the
11 attached Exhibit B with the notation "Return Lawful Third Party,"
12 the government agrees to deliver such property to a Federal firearms
13 licensee who is legally entitled to receive and sell such property
14 (hereinafter "Authorized Dealer"). The Authorized Dealer shall
15 dispose of the property for the benefit of defendant.

16 b. That the Forfeitable Property shall, at the sole
17 election of the United States of America, be criminally forfeited or
18 civilly forfeited, administratively or judicially, pursuant to 18
19 U.S.C. § 924(d)(1) or otherwise.

20 c. To deliver to the undersigned Assistant United States
21 Attorneys, within fourteen (14) calendar days of defendant's
22 execution of this plea agreement and in a form acceptable to the
23 United States of America, a waiver and release of third party claims
24 to the Forfeitable Property whereby third parties, including Yanping
25 Li, waive any of their rights to contest the forfeiture of the
26 Forfeitable Property.

27 d. To hereby withdraw, on behalf of himself and the
28 defendant entities, any claim defendant or the defendant entities

1 submitted to the United States Department of Justice, Bureau of
2 Alcohol, Tobacco, Firearms & Explosives or any other federal agency
3 in the administrative forfeiture proceedings commenced by that agency
4 with respect to the Forfeitable Property. Defendant and the
5 defendant entities, and each of them, further waive their respective
6 rights, if any, to any further notice relative to the administrative
7 forfeiture proceedings and understand, acknowledge and agree that
8 defendant and the defendant entities' interests in the Forfeitable
9 Property shall be administratively forfeited to the United States of
10 America without any further notice.

11 e. To refrain from contesting the forfeiture (by filing a
12 claim, statement of interest, petition for an ancillary proceeding,
13 petition for remission or otherwise) of the Forfeitable Property in
14 any administrative or judicial proceeding, or assisting any other
15 person or entity in falsely contesting the forfeiture of the
16 Forfeitable Property in any administrative or judicial proceeding.

17 f. To take all steps necessary to pass to the United
18 States of America clear title to the Forfeitable Property, including,
19 without limitation, the execution of a consent decree of forfeiture,
20 and the completion of any other legal documents required for the
21 transfer of title to the Forfeitable Property to the United States of
22 America.

23 g. To the Court's entry of an order of forfeiture at or
24 before sentencing with respect to the Forfeitable Property and to the
25 forfeiture of the Forfeitable Property. Defendant knowingly and
26 voluntarily waives: (i) the requirements of Federal Rules of
27 Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture
28 in the charging instrument, announcement of the forfeiture at

1 sentencing and incorporation of the forfeiture in the judgment; (ii)
2 all constitutional and statutory challenges in any manner (including
3 by direct appeal, habeas corpus or any other means) to any forfeiture
4 carried out in accordance with this agreement on any grounds; and
5 (iii) all constitutional, legal and equitable defenses to the
6 forfeiture of the Forfeitable Property in any proceeding on any
7 grounds including, without limitation, that the forfeiture
8 constitutes an excessive fine or punishment. Defendant also
9 acknowledges that defendant understands that the forfeiture of the
10 Forfeitable Property is part of the sentence that may be imposed in
11 this case and waives any failure by the Court to advise defendant of
12 this, pursuant to Rule 11(b)(1)(J), at the time defendant's guilty
13 pleas are accepted.

14 h. To forfeiture of the Forfeitable Property not being
15 counted toward satisfaction of any special assessment, fine,
16 restitution, or any other penalty the Court may impose, or being
17 counted toward satisfaction of any taxes, penalties, or interest owed
18 to the Internal Revenue Service.

19 4. Make full restitution at or before the time of sentencing.
20 Defendant will not seek the discharge of any restitution obligation,
21 in whole or in part, in any present or future bankruptcy proceeding.

22 5. Defendant admits that, among other things, defendant failed
23 to report income, claimed improper losses, and claimed improper
24 deductions and credits to which he was not entitled for years 2005
25 through 2017. Defendant agrees to cooperate with the Internal
26 Revenue Service in the determination of defendant's true tax
27 liability for years 2005 through 2017. Defendant agrees that:
28

1 a. Defendant is liable for the fraud penalty imposed by
2 the Internal Revenue Code, 26 U.S.C. § 6663, on the understatements
3 of tax liability for years 2005 through 2017.

4 b. Defendant gives up any and all objections that could
5 be asserted to the Examination Division of the Internal Revenue
6 Service receiving materials or information obtained during the
7 criminal investigation of this matter, including materials and
8 information obtained through grand jury subpoenas.

9 c. Defendant will sign closing agreements with the
10 Internal Revenue Service contemporaneously with the signing of this
11 plea agreement, permitting the Internal Revenue Service ("IRS") to
12 assess and collect tax liabilities totaling \$86,332 (\$6,799 for 2013,
13 \$19,107 for 2014, \$19,646 for 2015, \$21,161 for 2016, and \$19,619 for
14 2017), as well as assess and collect the civil fraud penalty for each
15 year and statutory interest, on the tax liabilities, as provided by
16 law.

17 d. In connection with signing the above-referenced
18 closing agreements, defendant will, if requested to do so by the
19 Internal Revenue Service, provide the Internal Revenue Service with
20 information regarding the 2005 through 2017 tax years.

21 e. Defendant will pay, at or before sentencing, all
22 additional taxes and all penalties and interest assessed by the
23 Internal Revenue Service on the basis of the assessments.

24 f. Defendant will not, after entering into the above-
25 referenced closing agreements, file any claim for refund of taxes,
26 penalties or interest for amounts attributable to the returns filed
27 in connection with this plea agreement.

28

1 g. Defendant will agree and not oppose the imposition of
2 the following conditions of probation or supervised release: that
3 defendant shall cooperate with the payment of all delinquent federal
4 and state taxes, and any related penalties and interest that may be
5 imposed; that defendant shall truthfully and timely file and pay
6 taxes during the period of supervised release, and that defendant
7 will show proof to the Probation Officer of compliance with the
8 aforementioned conditions of supervised release.

9 6. Defendant further agrees to cooperate fully with the USAO,
10 the Federal Bureau of Investigation ("FBI"), the Bureau of Alcohol,
11 Tobacco, Firearms, and Explosives ("ATF"), IRS, and, as directed by
12 the USAO, any other federal, state, local, or foreign prosecuting,
13 enforcement, administrative, or regulatory authority. This
14 cooperation requires defendant to:

15 a. Respond truthfully and completely to all questions
16 that may be put to defendant, whether in interviews, before a grand
17 jury, or at any trial or other court proceeding.

18 b. Attend all meetings, grand jury sessions, trials or
19 other proceedings at which defendant's presence is requested by the
20 USAO or compelled by subpoena or court order.

21 c. Produce voluntarily all documents, records, or other
22 tangible evidence relating to matters about which the USAO, or its
23 designee, inquires.

24 d. If requested to do so by the USAO, act in an
25 undercover capacity to the best of defendant's ability in connection
26 with criminal investigations by federal, state, local, or foreign law
27 enforcement authorities, in accordance with the express instructions
28 of those law enforcement authorities. Defendant agrees not to act in

1 an undercover capacity, tape record any conversations, or gather any
2 evidence except after a request by the USAO and in accordance with
3 express instructions of federal, state, local, or foreign law
4 enforcement authorities.

5 7. For purposes of this agreement: (1) "Cooperation
6 Information" shall mean any statements made, or documents, records,
7 tangible evidence, or other information provided, by defendant
8 pursuant to defendant's cooperation under this; and (2) "Plea
9 Information" shall mean any statements made by defendant, under oath,
10 at the guilty plea hearing and the agreed to factual basis statement
11 in this agreement.

12 THE USAO'S OBLIGATIONS

13 8. The USAO agrees to:

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

15 b. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 c. At the time of sentencing, move to dismiss the
18 remaining counts of the underlying indictment as against defendant.
19 Defendant agrees, however, that at the time of sentencing the Court
20 may consider any dismissed charges in determining the applicable
21 Sentencing Guidelines range, the propriety and extent of any
22 departure from that range, and the sentence to be imposed.

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

1 e. With respect to Count Three of the First Superseding
2 Information: not seek a sentence of imprisonment above the mid-point
3 of the applicable Sentencing Guidelines range, provided that the
4 offense level used by the Court to determine that range is 21 or
5 higher and provided that the Court does not depart downward in
6 offense level or criminal history category. For purposes of this
7 agreement, the mid-point of the Sentencing Guidelines range is that
8 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,
9 without regard to reductions in the term of imprisonment that may be
10 permissible through the substitution of community confinement or home
11 detention as a result of the offense level falling within Zone B or
12 Zone C of the Sentencing Table.

13 9. The USAO further agrees:

14 a. Not to offer as evidence in its case-in-chief in the
15 above-captioned case or any other criminal prosecution that may be
16 brought against defendant by the USAO, or in connection with any
17 sentencing proceeding in any criminal case that may be brought
18 against defendant by the USAO, any Cooperation Information.
19 Defendant agrees, however, that the USAO may use both Cooperation
20 Information and Plea Information: (1) to obtain and pursue leads to
21 other evidence, which evidence may be used for any purpose, including
22 any criminal prosecution of defendant; (2) to cross-examine defendant
23 should defendant testify, or to rebut any evidence offered, or
24 argument or representation made, by defendant, defendant's counsel,
25 or a witness called by defendant in any trial, sentencing hearing, or
26 other court proceeding; and (3) in any criminal prosecution of
27 defendant for false statement, obstruction of justice, or perjury.

28

1 b. Not to use Cooperation Information against defendant
2 at sentencing for the purpose of determining the applicable guideline
3 range, including the appropriateness of an upward departure, or the
4 sentence to be imposed, and to recommend to the Court that
5 Cooperation Information not be used in determining the applicable
6 guideline range or the sentence to be imposed. Defendant
7 understands, however, that Cooperation Information will be disclosed
8 to the United States Probation and Pretrial Services Office and the
9 Court, and that the Court may use Cooperation Information for the
10 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
11 sentence to be imposed.

12 c. In connection with defendant's sentencing, to bring to
13 the Court's attention the nature and extent of defendant's
14 cooperation.

15 d. If the USAO determines, in its exclusive judgment,
16 that defendant has both complied with defendant's obligations under
17 paragraphs 2 through 7, above and provided substantial assistance to
18 law enforcement in the prosecution or investigation of another
19 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
20 § 5K1.1 to fix an offense level and corresponding guideline range
21 below that otherwise dictated by the sentencing guidelines, and to
22 recommend a term of imprisonment within this reduced range.

23 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

24 10. Defendant understands the following:

25 a. Any knowingly false or misleading statement by
26 defendant will subject defendant to prosecution for false statement,
27 obstruction of justice, and perjury and will constitute a breach by
28 defendant of this agreement.

1 b. Nothing in this agreement requires the USAO or any
2 other prosecuting, enforcement, administrative, or regulatory
3 authority to accept any cooperation or assistance that defendant may
4 offer, or to use it in any particular way.

5 c. Defendant cannot withdraw defendant's guilty pleas if
6 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
7 reduced guideline range or if the USAO makes such a motion and the
8 Court does not grant it or if the Court grants such a USAO motion but
9 elects to sentence above the reduced range.

10 d. At this time the USAO makes no agreement or
11 representation as to whether any cooperation that defendant has
12 provided or intends to provide constitutes or will constitute
13 substantial assistance. The decision whether defendant has provided
14 substantial assistance will rest solely within the exclusive judgment
15 of the USAO.

16 e. The USAO's determination whether defendant has
17 provided substantial assistance will not depend in any way on whether
18 the government prevails at any trial or court hearing in which
19 defendant testifies or in which the government otherwise presents
20 information resulting from defendant's cooperation.

21 NATURE OF THE OFFENSES

22 11. Defendant understands that for defendant to be guilty of
23 the crime charged in count one, that is, making materially false
24 statements to a federal agency, in violation of Title 18, United
25 States Code, Section 1001, the following must be true: (1) defendant
26 used a writing that contained a false statement; (2) the writing was
27 made in a matter within the jurisdiction of the Office of Personal
28 Management ("OPM"); (3) defendant acted willfully; that is, defendant

1 acted deliberately and with knowledge both that the statement was
2 untrue and that his or her conduct was unlawful; and (4) the writing
3 was material to the activities or decisions of OPM; that is, it had a
4 natural tendency to influence, or was capable of influencing, the
5 agency's decisions or activities.

6 12. Defendant understands that for defendant to be guilty of
7 the crime charged in count two, that is, unlawfully engaging in the
8 business of dealing in firearms, in Title 18, United States Code,
9 Section 922(a)(1)(A), the following must be true: (1) defendant was
10 willfully engaged in the business of dealing firearms within the
11 dates specified in the First Superseding Information; and (2)
12 defendant did not then have a license as a firearms dealer.

13 13. Defendant understands that for defendant to be guilty of
14 the crime charged in count three, that is, unlawfully possessing
15 firearms not registered to defendant as required in the NFRTR, in
16 violation of Title 26, United States Code, Section 5681(d), the
17 following must be true: (1) defendant knowingly possessed the 46
18 firearms described in Exhibit B; and (2) defendant was aware that the
19 firearms described in Exhibit B were machineguns and short-barreled
20 rifles; (3) the firearms were (or could readily have been put) in
21 operating condition; and (4) defendant had not registered the
22 firearms described in Exhibit B with the NFRTR.

23 14. Defendant understands that for defendant to be guilty of
24 the crime charged in Count Four, that is, willful evasion or
25 defeating of income tax, in violation of Title 26, United States
26 Code, Section 7201, the following must be true: (1) defendant owed
27 more federal income tax for the calendar year 2016 than was declared
28 due on the defendant's income tax return for that calendar year; (2)

1 defendant knew that more federal income tax was owed than was
2 declared due on the defendant's income tax return; (3) defendant made
3 an affirmative attempt to evade or defeat such additional tax; and
4 (4) in attempting to evade or defeat such additional tax, defendant
5 acted willfully. A defendant acts willfully when defendant knows
6 that federal tax law imposed a duty on defendant and defendant
7 intentionally and voluntarily violated that duty.

8 PENALTIES

9 15. Defendant understands that the statutory maximum sentence
10 that the Court can impose for a violation of Title 18, United States
11 Code, Section 1001, is: five years' imprisonment; a three-year period
12 of supervised release; a fine of \$250,000 or twice the gross gain or
13 gross loss resulting from the offense, which ever is greatest; and a
14 mandatory special assessment of \$100.00. Defendant understands that
15 the statutory maximum sentence that the Court can impose for a
16 violation of Title 18, United States Code, Section 922(a)(1)(a), is:
17 five years' imprisonment; a three-year period of supervised release;
18 a fine of \$250,000 or twice the gross gain or gross loss resulting
19 from the offense, which ever is greatest; and a mandatory special
20 assessment of \$100.00. Defendant understands that the statutory
21 maximum sentence that the Court can impose for a violation of Title
22 26, United States Code, Section 5861(d), is: ten years' imprisonment;
23 a three-year period of supervised release; a fine of \$250,000 or
24 twice the gross gain or gross loss resulting from the offense, which
25 ever is greatest; and a mandatory special assessment of \$100.00.
26 Defendant understands that the statutory maximum sentence that the
27 Court can impose for a violation of Title 26, United States Code,
28 Section 7201, is: five years' imprisonment; a three-year period of

1 supervised release; a fine of \$250,000 or twice the gross gain or
2 gross loss resulting from the offense, which ever is greatest; and a
3 mandatory special assessment of \$100.00.

4 16. Defendant understands, therefore, that the total maximum
5 sentence for all offenses to which defendant is pleading guilty is:
6 25 years' imprisonment; a three-year period of supervised release; a
7 fine of \$1,000,000 or twice the gross gain or gross loss resulting
8 from the offenses, whichever is greatest; and a mandatory special
9 assessment of \$400.00.

10 17. Defendant understands and agrees that the Court: (a) may
11 order defendant to pay restitution in the form of any additional
12 taxes, interest, and penalties that defendant owes to the United
13 States based upon the count of conviction and any relevant conduct;
14 and (b) must order defendant to pay the costs of prosecution, which
15 may be in addition to the statutory maximum fine stated above. The
16 parties currently believe that the applicable amount of restitution
17 is approximately \$128,407, but recognize and agree that this amount
18 could change based on facts that come to the attention of the parties
19 prior to sentencing.

20 18. Defendant understands that supervised release is a period
21 of time following imprisonment during which defendant will be subject
22 to various restrictions and requirements. Defendant understands that
23 if defendant violates one or more of the conditions of any supervised
24 release imposed, defendant may be returned to prison for all or part
25 of the term of supervised release authorized by statute for the
26 offense that resulted in the term of supervised release, which could
27 result in defendant serving a total term of imprisonment greater than
28 the statutory maximum stated above.

1 19. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that once the court accepts defendant's guilty
6 plea, it will be a federal felony for defendant to possess a firearm
7 or ammunition. Defendant understands that the conviction in this
8 case may also subject defendant to various other collateral
9 consequences, including but not limited to revocation of probation,
10 parole, or supervised release in another case and suspension or
11 revocation of a professional license. Defendant understands that
12 unanticipated collateral consequences will not serve as grounds to
13 withdraw defendant's guilty plea.

14 20. Defendant understands that, if defendant is not a United
15 States citizen, the felony conviction in this case may subject
16 defendant to: removal, also known as deportation, which may, under
17 some circumstances, be mandatory; denial of citizenship; and denial
18 of admission to the United States in the future. The court cannot,
19 and defendant's attorney also may not be able to, advise defendant
20 fully regarding the immigration consequences of the felony conviction
21 in this case. Defendant understands that unexpected immigration
22 consequences will not serve as grounds to withdraw defendant's guilty
23 plea.

24 FACTUAL BASIS

25 21. Defendant admits that defendant is, in fact, guilty of the
26 offenses to which defendant is agreeing to plead guilty. Defendant
27 and the USAO agree to the statement of facts and agree that this
28 statement of facts is sufficient to support pleas of guilty to the

1 charges described in this agreement and to establish the Sentencing
2 Guidelines factors set forth in paragraph 29 below but is not meant
3 to be a complete recitation of all facts relevant to the underlying
4 criminal conduct or all facts known to either party that relate to
5 that conduct.

6 22. Prior to his arrest, defendant was employed as a sworn law
7 enforcement officer with United States Customs and Border Protection
8 ("CBP"). As part of his employment, defendant submitted three SF-86
9 Questionnaires to the Office of Personnel Management ("OPM")—a
10 federal agency that oversees applications for security clearances for
11 federal government employees—in order to obtain and maintain a
12 SECRET-level security clearance. In each of the three SF-86
13 Questionnaires, defendant willfully made materially false statements
14 under penalty of perjury regarding his foreign financial interests
15 and foreign contacts. Specifically, in his 2003, 2011, and 2015 SF-
16 86 Questionnaires, defendant denied maintaining close and continuing
17 contacts with foreign nationals, denied ever having had a foreign
18 financial interest, and denied having, in the last 7 years, any type
19 of business venture with a foreign national.

20 23. As defendant knew at the time he submitted the three SF-86
21 Questionnaires, defendant was employed as an accounts manager for an
22 auto parts import company based in China. As part of his work,
23 defendant imported auto parts from China, sold the auto parts to
24 distributors in the United States, collected a commission for his
25 work, and remitted the profit to his China-based business partners.
26 Contrary to defendant's false statements on the SF-86 Questionnaires,
27 defendant operated the business ventures with foreign nationals and
28 had near daily contact with his China-based business associates.

1 Defendant knew that the false information he provided OPM was
2 material to OPM's decision, such that his false denials would affect
3 OPM's decision to grant or deny his security clearance applications.

4 24. Defendant also willfully and unlawfully engaged in the
5 business of dealing firearms without the required Federal Firearms
6 License ("FFL"), since the late 1990s and continuing through the date
7 of his arrest. Defendant sold at least 99 firearms. To increase his
8 profit margin, defendant exploited his status as a law enforcement
9 officer to purchase and sell firearms that are unavailable to the
10 general public in California, known as "off-roster" handguns; sold
11 firearms he purchased in Arizona using a fraudulently-obtained
12 Arizona driver's license, which are unlawful to possess or transfer
13 in California; and operated several online profiles to sell firearms
14 on Internet marketplaces.

15 25. In July and August of 2018, defendant sold four firearms to
16 an ATF Undercover Employee ("UCE"), whom the defendant met on an
17 Internet firearms marketplace. Over the course of four meetings,
18 defendant unlawfully sold the UCE an off-roster handgun; two assault-
19 style rifles and multiple high capacity magazines, which are illegal
20 to possess or transfer under California law; and an unregistered,
21 short-barreled rifle. Defendant also advised the UCE on how to
22 convert a semi-automatic firearm into a fully-automatic firearm.

23 26. A search of defendant's residence on February 5, 2019,
24 recovered more than 250 firearms, including 41 fully-automatic
25 firearms or machineguns and two additional short-barreled rifles, all
26 of which, as the defendant knew, are unlawful to possess unless the
27 firearms are registered with the ATF. According to ATF records,
28 defendant never registered any firearm with the ATF.

1 27. Defendant also willfully attempted to evade and defeat
2 income tax due and owing by him and his spouse to the United States
3 for the taxable years 2005 through 2017, by committing the following
4 affirmative acts, among others.

5 a. Defendant incorporated Trans Pacific Group, Inc.
6 ("TPG") in Florida that allegedly imported auto-parts. Starting in
7 2007, defendant reported to the IRS that he was TPG's sole
8 shareholder, but in 2013, changed to report that his spouse was its
9 sole shareholder. From 2007 through 2017, defendant had TPG's Forms
10 1120S, *U.S. Income Tax Return for an S Corporation*, prepared and
11 filed by a tax preparer, though defendant provided all information
12 used to prepare TPG's returns. In 2018, defendant prepared and filed
13 TPG's 2017 Form 1120S return himself. From 2007 through 2017, TPG
14 claimed an ordinary business loss. Because either defendant or his
15 spouse were claimed as TPG's sole shareholders, TPG's ordinary
16 business loss for each year was reported on defendant's Form 1040,
17 *U.S. Individual Income Tax Return*, for that same year, which
18 defendant and his spouse jointly filed or caused to be filed
19 electronically. TPG's yearly ordinary business loss offset, dollar
20 for dollar, the amount of ordinary income defendant and his spouse
21 earned and were taxed upon.

22 b. In truth and in fact, TPG was a sham corporation that
23 defendant used as a means to claim fictional ordinary business losses
24 to offset his ordinary income and fraudulently evade tax due to the
25 IRS. Defendant created fictional expenses in amount larger than the
26 fictitious income for TPG, which generated a fictitious loss that
27 defendant reported or caused to be reported on TPG's Forms 1120S
28 electronically filed with the IRS. Because defendant reported that

1 the sole shareholders of TPG were himself and his spouse, TPG's
2 ordinary losses flowed through to defendant's Forms 1040 that he
3 filed or caused to be filed with the IRS, offset the ordinary income
4 they earned, and reduced the amount of tax defendant and his spouse
5 reported and paid to the IRS.

6 c. Defendant also operated a firearms business without a
7 license. Defendant sold firearms to third-parties within weeks
8 (often days) of purchasing them, acquired large amounts of certain
9 models of firearms with the intent to sell them, and operated two
10 internet accounts to advertise his inventory for sale. Defendant
11 failed to report the income earned from the sales of firearms to
12 third-parties to the IRS on his Forms 1040 that he filed or caused to
13 be filed with the IRS. As defendant was selling his inventory
14 illegally and without a federal firearms license, defendant agrees
15 that he is not now entitled to claim any expenses or cost of goods
16 sold to offset the income he earned from selling firearms.

17 d. From 2005 through 2017, defendant claimed unreimbursed
18 employee business deductions on Schedules A filed with his Forms 1040
19 for expenses that he claimed were necessary to his employment as a
20 CBP employee. In fact, defendant's claimed expenses were related to
21 personal activities and/or were not necessary to his employment with
22 CBP, as CBP provided all tools, equipment, and other items necessary
23 for defendant to do his job. From at least 2008 through 2017,
24 defendant also claimed expenses related to his illegal firearm
25 business as unreimbursed employee business expenses, knowing that he
26 could not, in fact, claim expenses from an illegal business. In an
27 audit of his 2013 Form 1040, defendant lied to four IRS officials, a
28 revenue agent, an appeals officer, a paralegal, and an attorney with

1 the IRS's Office of Chief Counsel, by falsely stating that the
2 unreimbursed employee business expenses that he had claimed on his
3 2013 Schedule A filed with the IRS were necessary to his employment
4 as a CBP officer, but unreimbursed by CBP. In fact, the "expenses"
5 defendant willfully claimed as Schedule A unreimbursed business
6 expenses that he filed or caused to be filed with the IRS were 1)
7 related to his illegal gun business; 2) personal in nature; and/or 3)
8 not required for his work as a CBP officer.

9 e. Defendant owned a rental property in Norwalk,
10 California, that he rented to tenants from 2013 to 2017. However,
11 during this time, defendant either willfully under-reported (2013) or
12 omitted (2014-2017) the rental income earned from this property on
13 his Forms 1040 that he filed or caused a tax return preparer to
14 prepare and file. Further, when defendant sold the Norwalk property
15 in 2017, defendant willfully failed to report the sale to the IRS on
16 his Form 1040 that he filed or caused a tax return preparer to
17 prepare and file, and failed to pay the capital gain he realized from
18 the sale.

19 f. Defendant's spouse partially owns a rental property in
20 Santa Fe Springs, California with a Chinese national, and beginning
21 in 2015, defendant and his spouse rented it to tenants. Defendant
22 willfully failed to report the earned income from the rental of this
23 property on Schedule E filed with his Forms 1040 for 2015 through
24 2017 that he filed or caused a tax return preparer to prepare and
25 file.

26 g. Defendant agrees that for each of the years 2005
27 through 2017, defendant owed more federal income tax than was
28 declared due on the defendant's income tax returns for said years;

1 (2) defendant knew that more federal income tax was owed than was
2 declared due on the defendant's income tax returns; (3) defendant
3 made affirmative attempts to evade or defeat such additional taxes;
4 and (4) in attempting to evade or defeat such additional tax,
5 defendant acted willfully. For purposes of calculating the tax loss
6 attributed to defendant's actions described above, which defendant
7 took from 2005 to 2017, the parties agree that total federal tax loss
8 is \$128,407. The parties agree to the applicability of an additional
9 2 level increase for sophisticated means under U.S.S.G.
10 § 2T1.1(b)(2), because pursuant to Application Note 5 of U.S.S.G.
11 § 2T1.1, defendant's use of TPG, a corporate shell/fictitious entity,
12 was sophisticated.

13 SENTENCING FACTORS

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

26 29. Defendant and the USAO agree to the following applicable
27 Sentencing Guidelines factors:
28

1	Base Offense Level:	18	U.S.S.G. § 2K2.1(a)(5)
2	Specific Offense		
3	Characteristics, Offense		
3	Involving 25-99 Firearms	6	U.S.S.G. § 2K2.1(b)(1)

4 Defendant and the USAO reserve the right to argue that additional
5 specific offense characteristics, adjustments, and departures under
6 the Sentencing Guidelines are appropriate.

7 30. Except as set forth in paragraph 8(e) above, defendant and
8 the USAO have no agreement as to the appropriate sentence or the
9 applicable Sentencing Guidelines factors. Except as set forth in
10 paragraph 8(e), both parties reserve the right to seek any sentence
11 within the statutory maximum, and to argue for any criminal history
12 score and category, base offense level, specific offense
13 characteristics, adjustments, departures, and variances.

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

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 32. Defendant understands that by pleading guilty, defendant
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.
- 22 b. The right to a speedy and public trial by jury.
- 23 c. The right to be represented by counsel - and if
24 necessary have the court appoint counsel - at trial. Defendant
25 understands, however, that, defendant retains the right to be
26 represented by counsel - and if necessary have the court appoint
27 counsel - at every other stage of the proceeding.

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

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

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

15 WAIVER OF APPEAL OF CONVICTION

16 33. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's convictions on the offenses to which defendant is
20 pleading guilty. Defendant understands that this waiver includes, but
21 is not limited to, arguments that the statutes to which defendant is
22 pleading guilty are unconstitutional, and any and all claims that the
23 statement of facts provided herein is insufficient to support
24 defendant's pleas of guilty.

25 LIMITED WAIVER OF APPEAL OF SENTENCE

26 34. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction of no more than 25
28 years' imprisonment, defendant gives up the right to appeal all of

1 the following: (a) the procedures and calculations used to determine
2 and impose any portion of the sentence; (b) the term of imprisonment
3 imposed by the Court; (c) the fine imposed by the court, provided it
4 is within the statutory maximum; (d) to the extent permitted by law,
5 the constitutionality or legality of defendant's sentence, provided
6 it is within the statutory maximum; (e) the term of probation or
7 supervised release imposed by the Court, provided it is within the
8 statutory maximum; (f) the amount and terms of any restitution order,
9 provided it requires payment of no more than \$128,407; and (g) any of
10 the following conditions of probation or supervised release imposed
11 by the Court: the conditions set forth in General Order 18-10 of this
12 Court; the drug testing conditions mandated by 18 U.S.C.
13 §§ 3563(a)(5) and 3583(d).

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 35. Defendant agrees that if, after entering guilty pleas
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty pleas on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this agreement, including in particular its
21 obligations regarding the use of Cooperation Information; and (b) in
22 any investigation, criminal prosecution, or civil, administrative, or
23 regulatory action, defendant agrees that any Cooperation Information
24 and any evidence derived from any Cooperation Information shall be
25 admissible against defendant, and defendant will not assert, and
26 hereby waives and gives up, any claim under the United States
27 Constitution, any statute, or any federal rule, that any Cooperation
28

1 Information or any evidence derived from any Cooperation Information
2 should be suppressed or is inadmissible.

3 EFFECTIVE DATE OF AGREEMENT

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

7 BREACH OF AGREEMENT

8 37. Defendant agrees that if defendant, at any time after the
9 signature of this agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an Assistant
11 United States Attorney, knowingly violates or fails to perform any of
12 defendant's obligations under this agreement ("a breach"), the USAO
13 may declare this agreement breached. For example, if defendant
14 knowingly, in an interview, before a grand jury, or at trial, falsely
15 accuses another person of criminal conduct or falsely minimizes
16 defendant's own role, or the role of another, in criminal conduct,
17 defendant will have breached this agreement. All of defendant's
18 obligations are material, a single breach of this agreement is
19 sufficient for the USAO to declare a breach, and defendant shall not
20 be deemed to have cured a breach without the express agreement of the
21 USAO in writing. If the USAO declares this agreement breached, and
22 the Court finds such a breach to have occurred, then:

23 a. If defendant has previously entered guilty pleas
24 pursuant to this agreement, defendant will not be able to withdraw
25 the guilty pleas.

26 b. The USAO will be relieved of all its obligations under
27 this agreement; in particular, the USAO: (i) will no longer be bound
28 by any agreements concerning sentencing and will be free to seek any

1 sentence up to the statutory maximum for the crimes to which
2 defendant has pleaded guilty; (ii) will no longer be bound by any
3 agreements regarding criminal prosecution, and will be free to
4 criminally prosecute defendant for any crime, including charges that
5 the USAO would otherwise have been obligated to dismiss; and
6 (iii) will no longer be bound by any agreement regarding the use of
7 Cooperation Information and will be free to use any Cooperation
8 Information in any way in any investigation, criminal prosecution, or
9 civil, administrative, or regulatory action.

10 c. The USAO will be free to criminally prosecute
11 defendant for false statement, obstruction of justice, and perjury
12 based on any knowingly false or misleading statement by defendant.

13 d. In any investigation, criminal prosecution, or civil,
14 administrative, or regulatory action: (i) defendant will not assert,
15 and hereby waives and gives up, any claim that any Cooperation
16 Information was obtained in violation of the Fifth Amendment
17 privilege against compelled self-incrimination; and (ii) defendant
18 agrees that any Cooperation Information and any Plea Information, as
19 well as any evidence derived from any Cooperation Information or any
20 Plea Information, shall be admissible against defendant, and
21 defendant will not assert, and hereby waives and gives up, any claim
22 under the United States Constitution, any statute, Rule 410 of the
23 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
24 Criminal Procedure, or any other federal rule, that any Cooperation
25 Information, any Plea Information, or any evidence derived from any
26 Cooperation Information or any Plea Information should be suppressed
27 or is inadmissible.

28

1 38. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

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

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

13 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

14 OFFICE NOT PARTIES

15 39. Defendant understands that the Court and the United States
16 Probation and Pretrial Services Office are not parties to this
17 agreement and need not accept any of the USAO's sentencing
18 recommendations or the parties' agreements to facts or sentencing
19 factors.

20 40. Defendant understands that both defendant and the USAO are
21 free to: (a) supplement the facts by supplying relevant information
22 to the United States Probation and Pretrial Services Office and the
23 Court, and (b) correct any and all factual misstatements relating to
24 the Court's Sentencing Guidelines calculations and determination of
25 sentence. While this paragraph permits both the USAO and defendant
26 to submit full and complete factual information to the United States
27 Probation and Pretrial Services Office and the Court, even if that
28 factual information may be viewed as inconsistent with the facts

1 agreed to in this agreement, this paragraph does not affect
2 defendant's and the USAO's obligations not to contest the facts
3 agreed to in this agreement.

4 41. Defendant understands that even if the Court ignores any
5 sentencing recommendation, finds facts or reaches conclusions
6 different from those agreed to, and/or imposes any sentence up to the
7 maximum established by statute, defendant cannot, for that reason,
8 withdraw defendant's guilty pleas, and defendant will remain bound to
9 fulfill all defendant's obligations under this agreement. Defendant
10 understands that no one -- not the prosecutor, defendant's attorney,
11 or the Court -- can make a binding prediction or promise regarding
12 the sentence defendant will receive, except that it will be within
13 the statutory maximum.

14 NO ADDITIONAL AGREEMENTS

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

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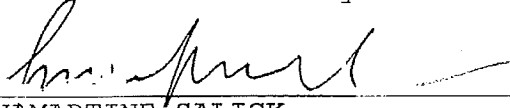
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

43. 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.

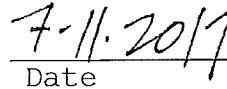
AGREED AND ACCEPTED

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

NICOLA T. HANNA
United States Attorney



ANNAMARTINE SALICK
VALERIE L. MAKAREWICZ
Assistant United States Attorneys



Date

WEI XU
Defendant

Date

MARK WERKSMAN
Attorney for Defendant Wei Xu

Date

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

43. 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

NICOLA T. HANNA
United States Attorney

ANNAMARTINE SALICK
VALERIE L. MAKAREWICZ
Assistant United States Attorneys

Date
July 9, 2019

WEI XU
Defendant
Wei Xu

Date
7/9/19

MARK WERKSMAN
Attorney for Defendant Wei Xu

Date

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



Wei Xu
Defendant

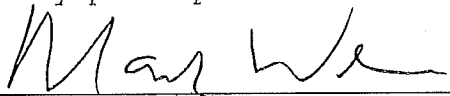
July 9, 2019

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Wei Xu's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his 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), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



MARK WERKSMAN
Attorney for Defendant Wei Xu

7/2/19

Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

WEI XU,
aka George XU,
aka Wade XU,

Defendant.

No. CR 19-093-RGK

I N F O R M A T I O N

[18 U.S.C. § 1001(a): False Statements to a Federal Agency; 18 U.S.C. § 922(a)(1)(A): Dealing Firearms Without a License; 26 U.S.C. § 5861(d): Possession of Unregistered Firearms; and 26 U.S.C. § 7201: Willful Attempt to Evade or Defeat Tax]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1001(a)]

On or about June 8, 2015, defendant WEI XU ("XU"), also known as "George Xu" and "Wade Xu," in Los Angeles County, within the Central District of California, did willfully and knowingly make materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of the executive branch of the Government of the United States, when defendant falsely stated, under penalty of perjury, that he did not have any foreign financial interests or

1 close and continuing foreign contacts in the SF-86 Questionnaire
2 he submitted to the United States Office of Personnel Management
3 to obtain a SECRET-level security clearance, at Long Beach,
4 California. The statements and representations were false
5 because, as defendant XU then and there knew, defendant XU was
6 an U.S. business representative for a Chinese auto parts export
7 business and had near-weekly contact with his China-based
8 business associates, whom defendant XU did not report as
9 required on his SF-86 Questionnaire.

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COUNT TWO

[18 U.S.C. § 922(a)(1)(A)]

Beginning on or before January 1, 2014, and continuing through on or about February 5, 2019, in Los Angeles County, within the Central District of California, defendant WEI XU ("XU"), also known as "George Xu" and "Wade Xu," not being licensed as an importer, manufacturer, or dealer of firearms, within the meaning of Chapter 44, Title 18, United States Code, did willfully engage in the business of dealing in firearms, in violation of Title 18, United States Code, Sections 922(a)(1)(A), 923(a), and 924(a)(1)(D).

COUNT THREE

[26 U.S.C. § 5861(d)]

On or about February 5, 2019, defendant WEI XU ("XU"), also known as "George Xu" and "Wade Xu," in Los Angeles County, within the Central District of California, knowingly received and possessed the below list of firearms, which defendant XU knew to be firearms, specifically 41 machineguns and two short-barreled rifles, as defined in Title 26, United States Code, Sections 5845(a)(3), 5845(a)(6), 5845(b), and 5845(c), and which had not been registered to defendant XU in the National Firearms Registration and Transfer Record in violation of Title 26, United States Code, Sections 5841, 5861(d), and 5871.

Type	ATF Number	Description
Machinegun	19-ATF-011448	DC Industries NDS-3 Rifle CAL:762 SN:3005688
Machinegun	19-ATF-011452	Norinco (North China Industries) 84S-1 Rifle CAL:223 SN:322357
Machinegun	19-ATF-011492	L.A.R. Manufacturing Grizzly 15 Rifle CAL:Multi SN:LX003529
Machinegun	19-ATF-011494	DC Industries NDS-3 Rifle CAL:762 SN:3005701
Machinegun	19-ATF-011497	Coharie Arms CA89-40 Pistol CAL:40 SN:DHB012
Machinegun	19-ATF-011498	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:E20627
Machinegun	19-ATF-011499	Ammo Bros DEFCON-15 Rifle CAL:556 SN:AB00233
Machinegun	19-ATF-011508	Century Arms International C93 Sporter Rifle CAL:556 SN:C9301766
Machinegun	19-ATF-011513	Stag Arms STAG-15 Rifle CAL:556 SN:28373
Machinegun	19-ATF-011514	Yankee Hill Machine Co. Inc. YHM-15 Rifle CAL:Multi SN:YH9844
Machinegun	19-ATF-011517	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None
Machinegun	19-ATF-011518	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:21339
Machinegun	19-ATF-011521	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:7118346
Machinegun	19-ATF-011522	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:KT-0488

	Type	ATF Number	Description
1	Machinegun	19-ATF-011525	DC Industries NDS-3 Rifle CAL:762 SN:3005401
2	Machinegun	19-ATF-011527	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:G01217
3	Machinegun	19-ATF-011531	Unknown Manufacturer En MK II Rifle CAL:Unknown SN:12T4795
4	Machinegun	19-ATF-011533	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:E94571
5	Machinegun	19-ATF-011534	Sweden Unknown Rifle CAL:Unknown SN:600476
6	Machinegun	19-ATF-011540	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:None
7	Machinegun	19-ATF-011555	Coharie Arms CA89 Pistol CAL:9 SN:BHB047
8	Machinegun	19-ATF-011557	Coharie Arms CA89 Pistol CAL:9 SN:BID007
9	Machinegun	19-ATF-011573	DPMS Inc. (Defense Procurement Mfg. Services) A15 Rifle CAL:223 SN:F054614K
10	Machinegun	19-ATF-011588	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:AR0841
11	Machinegun	19-ATF-011606	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:38244
12	Machinegun	19-ATF-011607	Nodak Arms, Inc NDS-25F Rifle CAL:545 SN:K001099
13	Machinegun	19-ATF-011611	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None
14	Machinegun	19-ATF-011624	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:05765
15	Machinegun	19-ATF-011635	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None
16	Machinegun	19-ATF-011872	DPMS Inc. (Defense Procurement Mfg. Services) A15 Rifle CAL:223 SN:F056049K
17	Machinegun	19-ATF-012102	Machine Gun Conversion Kit Drop In Auto Sear CAL: Unknown SN: None
18	Machinegun	19-ATF-012106	Gorjunov SGM 43 Machine Gun CAL:762 SN:ZE1109
19	Machinegun	19-ATF-012107	Drop In Auto Sear Machine Gun Conversion Kit CAL: Unknown SN: None
20	Machinegun	19-ATF-012108	Drop In Auto Sear Machine Gun Conversion Kit CAL: Unknown SN: None
21	Machinegun	19-ATF-012109	Glock Swtich Machine Gun Conversion Kit CAL: Unknown SN: None
22	Machinegun	19-ATF-012111	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
23	Machinegun	19-ATF-012112	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
24	Machinegun	19-ATF-012114	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
25	Machinegun	19-ATF-012115	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
26	Machinegun		
27	Machinegun		
28	Machinegun		

Type	ATF Number	Description
Machinegun	19-ATF-012116	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
Machinegun	19-ATF-012118	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None
Short-Barreled Rifle	19-ATF-011556	Lewis Machine and Tool Co. Defender 2000 Rifle CAL:556 SN:LMT32078
Short-Barreled Rifle	19-ATF-011631	Group Industries HR4332S Rifle CAL:9 SN:502558

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COUNT FOUR

[26 U.S.C. § 7201]

On or about February 18, 2017, defendant WEI XU ("XU"), also known as "George Xu" and "Wade Xu," in Los Angeles County, within the Central District of California, willfully attempted to evade and defeat income tax due and owing by him and his spouse to the United States of America, for the calendar year 2016, by preparing and causing to be prepared, and signing and causing to be signed, a false and fraudulent U.S. Individual Income Tax Return, Form 1040, which was submitted to the Internal Revenue Service. On that tax return, defendant XU reported and caused to be reported that his and his spouse's joint taxable income for the calendar year 2016 was \$134,471, and that the amount of tax due and owing was \$8,279. In fact, as defendant XU knew, defendant XU and his spouse had joint taxable income for the calendar year 2016 that was greater than the amount reported on the tax return, and as a result of such additional taxable


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1 income, there was additional tax due and owing to the United
2 States of America.

3 NICOLA T. HANNA
4 United States Attorney

5 
6 STEPHANIE S. CHRISTENSEN
7 Assistant United States Attorney
8 Acting Chief, National Security
9 Division

10 BRANDON D. FOX
11 Assistant United States Attorney
12 Chief, Criminal Division

13 CHRISTOPHER D. GRIGG
14 Assistant United States Attorney
15 Chief, Terrorism and Export
16 Crimes Section

17 RANEE A. KATZENSTEIN
18 Assistant United States Attorney
19 Chief, Major Frauds Section

20 ANNAMARTINE SALICK
21 Assistant United States Attorney
22 Deputy Chief, Terrorism and
23 Export Crimes Section

24 VALERIE L. MAKAREWICZ
25 Assistant United States Attorney
26 Major Frauds Section
27
28

EXHIBIT B

No.	Type	ATF Number	Description	Reason for Forfeiture or Return	Disposition
1	Machinегun	19-ATF-011448	DC Industries NDS-3 Rifle CAL:762 SN:3005688	Unlawful Unregistered National Firearms Act Firearm ("Unlawful NFA")	Forfeited
2	Machinегun	19-ATF-011452	Norinco (North China Industries) 84S-1 Rifle CAL:223 SN:322357	Unlawful NFA	Forfeited
3	Machinегun	19-ATF-011492	L.A.R. Manufacturing Grizzly 15 Rifle CAL:Multi SN:LX003529	Unlawful NFA	Forfeited
4	Machinегun	19-ATF-011494	DC Industries NDS-3 Rifle CAL:762 SN:3005701	Unlawful NFA	Forfeited
5	Machinегun	19-ATF-011497	Coharie Arms CA89-40 Pistol CAL:40 SN:DHB012	Unlawful NFA	Forfeited
6	Machinегun	19-ATF-011498	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:E20627	Unlawful NFA	Forfeited
7	Machinегun	19-ATF-011499	Ammo_Bros DEFCON-15 Rifle CAL:556 SN:AB00233	Unlawful NFA	Forfeited
8	Machinегun	19-ATF-011508	Century Arms International C93 Sporter Rifle CAL:556 SN:C9301766	Unlawful NFA	Forfeited
9	Machinегun	19-ATF-011513	Stag Arms STAG-15 Rifle CAL:556 SN:28373	Unlawful NFA	Forfeited
10	Machinегun	19-ATF-011514	Yankee Hill Machine Co. Inc. YHM- 15 Rifle CAL:Multi SN:YH9844	Unlawful NFA	Forfeited
11	Machinегun	19-ATF-011517	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None	Unlawful NFA	Forfeited
12	Machinегun	19-ATF-011518	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:21339	Unlawful NFA	Forfeited
13	Machinегun	19-ATF-011521	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:7118346	Unlawful NFA	Forfeited
14	Machinегun	19-ATF-011522	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:KT-0488	Unlawful NFA	Forfeited

15	Machinegun	19-ATF-011525	DC Industries NDS-3 Rifle CAL:762 SN:3005401	Unlawful NFA	Forfeited
16	Machinegun	19-ATF-011527	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:G01217	Unlawful NFA	Forfeited
17	Machinegun	19-ATF-011531	Unknown Manufacturer En MK II Rifle CAL:Unknown SN:12T4795	Unlawful NFA	Forfeited
18	Machinegun	19-ATF-011533	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:E94571	Unlawful NFA	Forfeited
19	Machinegun	19-ATF-011534	Sweden Unknown Rifle CAL:Unknown SN:600476	Unlawful NFA	Forfeited
20	Machinegun	19-ATF-011540	Unknown Manufacturer Unknown Rifle CAL:Unknown SN:None	Unlawful NFA	Forfeited
21	Machinegun	19-ATF-011555	Coharie Arms CA89 Pistol CAL:9 SN:BHB047	Unlawful NFA	Forfeited
22	Machinegun	19-ATF-011557	Coharie Arms CA89 Pistol CAL:9 SN:PID007	Unlawful NFA	Forfeited
23	Machinegun	19-ATF-011573	DPMS Inc. (Defense Procurement Mfg. Services) A15 Rifle CAL:223 SN:F054614K	Unlawful NFA	Forfeited
24	Machinegun	19-ATF-011588	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:AR0841	Unlawful NFA	Forfeited
25	Machinegun	19-ATF-011606	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:38244	Unlawful NFA	Forfeited
26	Machinegun	19-ATF-011607	Nodak Arms, Inc NDS-25F Rifle CAL:545 SN:K001099	Unlawful NFA	Forfeited
27	Machinegun	19-ATF-011611	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None	Unlawful NFA	Forfeited
28	Machinegun	19-ATF-011624	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:05765	Unlawful NFA	Forfeited
29	Machinegun	19-ATF-011635	Unknown Manufacturer Unknown Machine Gun CAL:Unknown SN:None	Unlawful NFA	Forfeited
30	Machinegun	19-ATF-011872	DPMS Inc. (Defense Procurement Mfg. Services) A15 Rifle CAL:223 SN:F056049K	Unlawful NFA	Forfeited
31	Machinegun	19-ATF-012102	Machine Gun Conversion Kit Drop In Auto Sear CAL: Unknown SN: None	Unlawful NFA	Forfeited

32	Machinegun	19-ATF-012106	Gorjunov SGM 43 Machine Gun CAL:762 SN:ZE11109	Unlawful NFA	Forfeited
33	Machinegun	19-ATF-012107	Drop In Auto Sear Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
34	Machinegun	19-ATF-012108	Drop In Auto Sear Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
35	Machinegun	19-ATF-012109	Glock Swtich Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
36	Machinegun	19-ATF-012111	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
37	Machinegun	19-ATF-012112	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
38	Machinegun	19-ATF-012114	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
39	Machinegun	19-ATF-012115	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
40	Machinegun	19-ATF-012116	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
41	Machinegun	19-ATF-012118	Glock Switch Machine Gun Conversion Kit CAL: Unknown SN: None	Unlawful NFA	Forfeited
42	Short- Barreled Rifle	19-ATF-011556	Lewis Machine and Tool Co. Defender 2000 Rifle CAL:556 SN:LMT32078	Unlawful NFA	Forfeited
43	Short- Barreled Rifle	19-ATF-011631	Group Industries HR4332S Rifle CAL:9 SN:502558	Unlawful NFA	Forfeited

44	Silencer	19-ATF-0111440-A	Silencer attached to Ruger 10/22 Rifle CAL:22 SN:243-54295	Unlawful NFA	Forfeited
45	Pistol	19-ATF-0111501	Beretta USA Corp Cx4 Storm Pistol CAL:40 SN:CR00547	Unlawful California Assault Weapon ("CA AW")	Forfeited
46	Pistol	19-ATF-0111535	Walther PPQ Pistol CAL:45 SN:FAK3732	Off roster handgun under California law ("off roster")	Forfeited
47	Pistol	19-ATF-0111536	Heckler and Koch P2000 Pistol CAL:9 SN:116-001908	Per agreement	Return lawful third party
48	Pistol	19-ATF-0111537	Unknown Manufacturer Unknown Pistol CAL:Unknown SN:95837	Imported firearm purchased out of state ("out of state")	Forfeited
49	Pistol	19-ATF-0111542	CZ (Ceska Zbrojovka) CZ P-09 Pistol CAL:9 SN:B556114	Per agreement	Forfeited
50	Pistol	19-ATF-0111545	Walther PPK Pistol CAL:380 SN:4228BAK	Per agreement	Forfeited
51	Pistol	19-ATF-0111550	Glock Inc. 27 Pistol CAL:40 SN:BZA882US	Per agreement	Return lawful third party
52	Pistol	19-ATF-0111551	Heckler and Koch P2000 Pistol CAL:9 SN:116-030402	Per agreement	Forfeited
53	Pistol	19-ATF-0111558	Glock Inc. 34 Pistol CAL:9 SN:HKM972	Per agreement	Return lawful third party
54	Pistol	19-ATF-0111559	Citadel M1911-A1FS Pistol CAL:9 SN:CIT041079	Per agreement	Return lawful third party

55	Pistol	19-ATF-011561	Heckler and Koch P2000 Pistol CAL:9 SN:116-031012	Per agreement	Forfeited
56	Pistol	19-ATF-011563	Sig-Sauer P232 SL Pistol CAL:9 SN:S260327	Per agreement	Forfeited
57	Pistol	19-ATF-011564	Glock Inc. 22 Pistol CAL:40 SN:EBR912US	Per agreement	Return lawful third party
58	Pistol	19-ATF-011565	Smith & Wesson Detective Special Pistol CAL:38 SN:P13471	Out of state	Forfeited
59	Pistol	19-ATF-011570	Beretta USA Corp 95 Pistol CAL:40 SN:BER383313	Per agreement	Return lawful third party
60	Pistol	19-ATF-011572	Glock Inc. 23 Pistol CAL:40 SN:AKT261US	Per agreement	Forfeited
61	Pistol	19-ATF-011574	Heckler and Koch P7M8 Pistol CAL:9 SN:16-133056	Per agreement	Forfeited
62	Pistol	19-ATF-011575	CZ (Ceska Zbrojovka) CZ75 P-07 Duty Pistol CAL:9 SN:B310434	Per agreement	Return lawful third party
63	Pistol	19-ATF-011576	Heckler and Koch P30L Pistol CAL:9 SN:213-015589	Per agreement	Forfeited
64	Pistol	19-ATF-011578	FNH USA, LLC. Unknown Pistol CAL:5.7 SN:386208390	Per agreement	Return lawful third party
65	Pistol	19-ATF-011579	Glock Inc. 22 Pistol CAL:40 SN:BBL111US	Per agreement	Forfeited
66	Pistol	19-ATF-011580	Beretta USA Corp 92FS Pistol CAL:9 SN:BER199564Z	Per agreement	Return lawful third party
67	Pistol	19-ATF-011583	Sig-Sauer P239 Pistol CAL:9 SN:SA- 30775	Out of state	Forfeited
68	Pistol	19-ATF-011585	Sig-Sauer 1911 Pistol CAL:45 SN:GS20425	Per agreement	Forfeited
69	Pistol	19-ATF-011587	Smith & Wesson 6906 Pistol CAL:9 SN:VDM7042	Out of state	Forfeited

70	Pistol	19-ATF-011589	Beretta USA Corp PX4 Storm Pistol CAL:9 SN:PX8047R	Per agreement	Return lawful third party
71	Pistol	19-ATF-011590	Heckler and Koch P2000SK Pistol CAL:40 SN:122-002376	Per agreement	Forfeited
72	Pistol	19-ATF-011591	Heckler and Koch P2000 Pistol CAL:40 SN:123-074416	Per agreement	Return lawful third party
73	Pistol	19-ATF-011593	Sig-Sauer P239 Pistol CAL:9 SN:SBU002523	Per agreement	Forfeited
74	Pistol	19-ATF-011594	CZ (Ceska Zbrojovka) CZ75 BD Pistol CAL:9 SN:B601315	Per agreement	Return lawful third party
75	Pistol	19-ATF-011595	CZ (Ceska Zbrojovka) CZ2075 D Rami Pistol CAL:9 SN:B654771	Per agreement	Forfeited
76	Pistol	19-ATF-011596	CZ (Ceska Zbrojovka) CZ P-10 C Pistol CAL:9 SN:C208121	Per agreement	Return lawful third party
77	Pistol	19-ATF-011600	CZ (Ceska Zbrojovka) CZ P-10 C Pistol CAL:9 SN:C235998	Per agreement	Forfeited
78	Pistol	19-ATF-011601	Beretta, Pietro S.P.A. 70S Pistol CAL:380 SN:A21675Y	No record of purchase in CA	Forfeited
79	Pistol	19-ATF-011604	Browning Hi Power Pistol CAL:9 SN:511ZT51881	Per agreement	Return lawful third party
80	Pistol	19-ATF-011614	Heckler and Koch P30L Pistol CAL:9 SN:213-010930	Per agreement	Forfeited
81	Pistol	19-ATF-011626	CZ (Ceska Zbrojovka) CZ75 Compact Pistol CAL:9 SN:A478181	Per agreement	Return lawful third party
82	Pistol	19-ATF-011630	Sig-Sauer P365 Pistol CAL:9 SN:66A019493	Off roster	Forfeited
83	Pistol	19-ATF-011632	CZ (Ceska Zbrojovka) CZ75 P-01 Pistol CAL:9 SN:A022811	Per agreement	Forfeited

84	Pistol	19-ATF-011633	Glock Inc. 26 Pistol CAL:9 SN:BRX010US	Per agreement	Return lawful third party
85	Pistol	19-ATF-011634	Heckler and Koch USP9 Compact Pistol CAL:9 SN:27-180803	Per agreement	Forfeited
86	Pistol	19-ATF-011818	Walther P5 Pistol CAL:9 SN:016474	No record of purchase in CA	Forfeited
87	Pistol	19-ATF-011820	Glock Inc. 43 Pistol CAL:9 SN:BFUB480	Off roster	Forfeited
88	Pistol	19-ATF-011821	Beretta, Pietro S.P.A. 92F Compact Pistol CAL:9 SN:D42710Z	Per agreement	Return lawful third party
89	Pistol	19-ATF-011822	Heckler and Koch Unknown Pistol CAL:9 SN:57856	Per agreement	Forfeited
90	Pistol	19-ATF-011823	Beretta USA Corp 92FS Vertec Pistol CAL:9 SN:BER407718	Per agreement	Return lawful third party
91	Pistol	19-ATF-011824	Beretta USA Corp 96 Brigadier Pistol CAL:40 SN:BER221285	Per agreement	Forfeited
92	Pistol	19-ATF-011825	Sig-Sauer P320 Pistol CAL:9 SN:58C032520	No record of purchase in CA/Off roster	Forfeited
93	Pistol	19-ATF-011826	Zastava 70 Pistol CAL:765 SN:301644	Per agreement	Return lawful third party
94	Pistol	19-ATF-011827	Beretta USA Corp 92SB Compact Pistol CAL:9 SN:E16958Z	Per agreement	Forfeited
95	Pistol	19-ATF-011828	Sig Sauer (Sig-Arms) P6 Pistol CAL:9 SN:M410473	Per agreement	Forfeited
96	Pistol	19-ATF-011829	Beretta USA Corp Px4 Storm Pistol CAL:40 SN:PY154998	Per agreement	Return lawful third party
97	Pistol	19-ATF-011830	Glock Inc. 21 Pistol CAL:45 SN:WDD311	Per agreement	Forfeited

98	Pistol	19-ATF-011831	Kahr Arms - Auto Ordnance P9 Pistol CAL:9 SN:YA7970	No record of purchase in CA	Forfeited
99	Pistol	19-ATF-011832	Heckler and Koch P30L Pistol CAL:40 SN:221-004145	Per agreement	Forfeited
100	Pistol	19-ATF-011839	Norinco (North China Industries) 213 Pistol CAL:9 SN:611283	Per agreement	Return lawful third party
101	Pistol	19-ATF-011846	Heckler and Koch VP9 Pistol CAL:9 SN:224-120061	Off roster	Forfeited
102	Pistol	19-ATF-011849	Sig Sauer (Sig-Arms) P6 Pistol CAL:9 SN:M525006	Per agreement	Return lawful third party
103	Pistol	19-ATF-011851	Heckler and Koch P30L Pistol CAL:9 SN:213-004054	Per agreement	Forfeited
104	Pistol	19-ATF-011853	Sig Sauer (Sig-Arms) P220 Pistol CAL:45 SN:G249829	Per agreement	Return lawful third party
105	Pistol	19-ATF-011854	Glock Inc. 17GEN4 Pistol CAL:9 SN:BACS799	Per agreement	Forfeited
106	Pistol	19-ATF-011855	LW Seecamp Unknown Pistol CAL:32 SN:033190	No record of purchase in CA	Forfeited
107	Pistol	19-ATF-011857	CZ (Ceska Zbrojovka) CZ P-09 Pistol CAL:9 SN:B673286	No record of purchase in CA	Forfeited
108	Pistol	19-ATF-011858	Heckler and Koch P200SK Pistol CAL:9 SN:121-017372	Per agreement	Return lawful third party
109	Pistol	19-ATF-011859	Glock Inc. 19GEN4 Pistol CAL:9 SN:BBKS392	Per agreement	Forfeited
110	Pistol	19-ATF-011860	Sig Sauer (Sig-Arms) P250 Pistol CAL:9 SN:EAU006843	Per agreement	Return lawful third party
111	Pistol	19-ATF-011863	CZ (Ceska Zbrojovka) CZ75 D Pistol CAL:9 SN:B450695	Per agreement	Forfeited

112	Pistol	19-ATF-011864	F.N. Herstal PS90 Pistol CAL:5.7x28 SN:FN063641	No record of purchase in CA	Forfeited
113	Pistol	19-ATF-011865	CZ (Ceska Zbrojovka) CZ75 SP-01 Pistol CAL:9 SN:C129965	Per agreement	Return lawful third party
114	Pistol	19-ATF-011867	Walther PPQ Pistol CAL:9 SN:FBB6332	No record of purchase in CA	Forfeited
115	Pistol	19-ATF-011868	CZ (Ceska Zbrojovka) CZ75 SP-01 Phantom Pistol CAL:9 SN:C286043	Off roster	Forfeited
116	Pistol	19-ATF-011869	CZ (Ceska Zbrojovka) CZ75 P-01 Pistol CAL:9 SN:B507294	Per agreement	Return lawful third party
117	Pistol	19-ATF-011870	Glock Inc. 17 Pistol CAL:9 SN:BGFE132	Per agreement	Forfeited
118	Pistol	19-ATF-011873	Heckler and Koch VP9 Pistol CAL:9 SN:224-008235	No record of purchase in CA	Forfeited
119	Pistol	19-ATF-011875	Glock Inc. 19GEN5 Pistol CAL:9 SN:BGFL418	Off roster	Forfeited
120	Pistol	19-ATF-011877	Armcorp USA (Armcorp of America) 45 Pistol CAL:45 SN:AP240160	Per agreement	Return lawful third party
121	Pistol	19-ATF-011879	Browning Unknown Pistol CAL:Unknown SN:511ZV51946	Per agreement	Return lawful third party
122	Pistol	19-ATF-011881	Heckler and Koch P30 Pistol CAL:40 SN:219-001564	Per agreement	Forfeited
123	Pistol	19-ATF-011886	Browning Unknown Pistol CAL:Unknown SN:245NX82824	Per agreement	Return lawful third party
124	Pistol	19-ATF-011887	Browning Unknown Pistol CAL:Unknown SN:511ZX51075	Per agreement	Forfeited

125	Pistol	19-ATF-011888	Kahr Arms - Auto Ordnance PM9 Pistol CAL:9 SN:1D2902	Per agreement	Return lawful third party
126	Pistol	19-ATF-011891	Armcorp USA (Armcorp of America) AB31924 Pistol CAL:9 SN:BMK06678	No record of purchase in CA	Forfeited
127	Pistol	19-ATF-011892	Walther P99C AS Pistol CAL:9 SN:FBA0876	Per agreement	Return lawful third party
128	Pistol	19-ATF-011893	Smith & Wesson 3904 Pistol CAL:9 SN:TCW8881	Per agreement	Forfeited
129	Pistol	19-ATF-011894	Walther P99C AS Pistol CAL:9 SN:FBC4390	Per agreement	Return lawful third party
130	Pistol	19-ATF-011895	CZ (Ceska Zbrojovka) CZ75 B Pistol CAL:9 SN:B618020	Per agreement	Forfeited
131	Pistol	19-ATF-011896	Beretta Pietro S.P.A. PX4 Storm Pistol CAL:Unknown SN:PZ1388A	No record of purchase in CA	Forfeited
132	Pistol	19-ATF-011897	Makarov P64 Pistol CAL:9 SN:HK08818	Per agreement	Return lawful third party
133	Pistol	19-ATF-011898	CZ (Ceska Zbrojovka) CZ Shadow 2 Pistol CAL:9 SN:C583080	Off roster	Forfeited
134	Pistol	19-ATF-011899	CZ (Ceska Zbrojovka) CZ75 P-01 Pistol CAL:9 SN:B867057	Per agreement	Forfeited
135	Pistol	19-ATF-011900	Sig Sauer (Sig-Arms) P320 Pistol CAL:9 SN:58C331727	No record of purchase in CA	Forfeited
136	Pistol	19-ATF-011901	Smith & Wesson 3906 Pistol CAL:9 SN:TCY8646	Per agreement	Return lawful third party
137	Pistol	19-ATF-011902	CZ (Ceska Zbrojovka) CZ75 B Pistol CAL:40 SN:B693162	Per agreement	Forfeited

138	Pistol	19-ATF-011904	CAI TTC Pistol CAL:762 SN:OZ9311953	No record of purchase in CA	Forfeited
139	Pistol	19-ATF-011905	Heckler and Koch P2000 Pistol CAL:40 SN:123-014262	Per agreement	Forfeited
140	Pistol	19-ATF-011906	Glock Inc. 19X Pistol CAL:9 SN:BGWT483	Off roster	Forfeited
141	Pistol	19-ATF-011907	Springfield Armory, Geneseo, IL XD40 Pistol CAL:40 SN:MG106623	Per agreement	Return lawful third party
142	Pistol	19-ATF-011908	Smith & Wesson 6906 Pistol CAL:9 SN:THB5543	Per agreement	Return lawful third party
143	Pistol	19-ATF-011909	CZ (Ceska Zbrojovka) CZ75 Tactical Sport Pistol CAL:9 SN:C288024	Off roster	Forfeited
144	Pistol	19-ATF-011910	Beretta, Pietro S.P.A. 84BB Pistol CAL:9 SN:D88450Y	Per agreement	Forfeited
145	Pistol	19-ATF-011911	Heckler and Koch P9S Pistol CAL:9 SN:107707	No record of purchase in CA	Forfeited
146	Pistol	19-ATF-011912	Sig Sauer (Sig-Arms) P320 Pistol CAL:9 SN:58B178139	No record of purchase in CA	Forfeited
147	Pistol	19-ATF-011915	Smith & Wesson 5906 Pistol CAL:9 SN:TVU9784	Per agreement	Forfeited
148	Pistol	19-ATF-011916	Glock Inc. 45 Pistol CAL:9 SN:BHZE781	Per agreement	Return lawful third party
149	Pistol	19-ATF-011917	Beretta USA Corp 92FS Vertec Pistol CAL:9 SN:BER310971	Per agreement	Forfeited
150	Pistol	19-ATF-011918	Kahr Arms - Auto Ordnance P9 Pistol CAL:9 SN:EA7981	Per agreement	Return lawful third party
151	Pistol	19-ATF-011919	Beretta, Pietro S.P.A. Px4 Storm Pistol CAL:Unknown SN:PX137979	Per agreement	Forfeited

152	Pistol	19-ATF-011920	CZ (Ceska Zbrojovka) CZ Shadow 2 Pistol CAL:9 SN:C541439	No record of purchase in CA	Forfeited
153	Pistol	19-ATF-011923	CZ (Ceska Zbrojovka) CZ75 BD Pistol CAL:9 SN:B489653	Per agreement	Return lawful third party
154	Pistol	19-ATF-011924	Heckler and Koch P7M8 Pistol CAL:9 SN:90550	No record of purchase in CA	Forfeited
155	Pistol	19-ATF-011925	Glock Inc. 43 Pistol CAL:9 SN:ZSY030	No record of purchase in CA/Off roster	Forfeited
156	Pistol	19-ATF-011926	Beretta USA Corp 92FS Pistol CAL:9 SN:BER239369	Per agreement	Forfeited
157	Pistol	19-ATF-011927	Diamondback Arms Inc. DB380 Pistol CAL:380 SN:ZC5271	Per agreement	Return lawful third party
158	Pistol	19-ATF-011928	Kahr Arms- Auto Ordnance P380 380 SN:RB7363	Per agreement	Forfeited
159	Pistol	19-ATF-011929	Kahr Arms- Auto Ordnance P40 Pistol CAL:40 SN:ZA5303	No record of purchase in CA	Forfeited
160	Pistol	19-ATF-011930	Kahr Arms - Auto Ordnance P40 Pistol CAL:40 SN:FD0345	Per agreement	Return lawful third party
161	Pistol	19-ATF-011931	Glock Inc. 36 Pistol CAL:45 SN:NZE639	No record of purchase in CA	Forfeited
162	Pistol	19-ATF-011932	Walther P99 AS Pistol CAL:9 SN:FBC6253	Per agreement	Forfeited
163	Pistol	19-ATF-011933	Heckler and Koch P2000SK Pistol CAL:9 SN:121-011828	Per agreement	Forfeited
164	Pistol	19-ATF-011934	FNH USA, LLC FNS-9 Pistol CAL:9 SN:GKU0026265	No record of purchase in CA	Forfeited

165	Pistol	19-ATF-011935	Smith & Wesson SW99 Pistol CAL:45 SN:SAD0889	Per agreement	Return lawful third party
166	Pistol	19-ATF-011936	Glock Inc. 19 Pistol CAL:9 SN:AAA0205	Per agreement	Forfeited
167	Pistol	19-ATF-011937	Glock Inc. 22 Pistol CAL:40 SN:HYN489	Per agreement	Return lawful third party
168	Pistol	19-ATF-011938	Kahr Arms - Auto Ordnance P9 Pistol CAL:9 SN:YD3884	Per agreement	Forfeited
169	Pistol	19-ATF-011939	Smith & Wesson 3913 Pistol CAL:9 SN:VCS1537	Per agreement	Return lawful third party
170	Pistol	19-ATF-011940	Glock Inc. 34 Pistol CAL:9 SN:TMY043	Per agreement	Forfeited
171	Pistol	19-ATF-011941	Glock Inc. 17 Pistol CAL:9 SN:HUY880	Per agreement	Return lawful third party
172	Pistol	19-ATF-011942	Smith & Wesson 3913 Pistol CAL:9 SN:VBF1364	Per agreement	Forfeited
173	Pistol	19-ATF-011943	Glock Inc. 35 Pistol CAL:40 SN:NGK035	Per agreement	Return lawful third party
174	Pistol	19-ATF-011944	Sig Sauer (Sig-Arms) P250 Pistol CAL:40 SN:EAK025412	Per agreement	Forfeited
175	Pistol	19-ATF-011945	Smith & Wesson M&P 40 Pistol CAL:40 SN:DUF7494	Per agreement	Return lawful third party
176	Pistol	19-ATF-011946	Heckler & Koch Inc. P2000 Pistol CAL:40 SN:123-028876	Per agreement	Forfeited
177	Pistol	19-ATF-011947	FNH USA, LLC FNP9 Pistol CAL:9 SN:61BMP11996	Per agreement	Return lawful third party
178	Pistol	19-ATF-011948	Makarov 9 x 18 Pistol CAL:9 SN:BU6184	No record of purchase in CA	Forfeited

179	Pistol	19-ATF-011949	CZ (Ceska Zbrojovka) M 52 Pistol CAL:762 SN:CB07298	Per agreement	Forfeited
180	Pistol	19-ATF-012062	CZ (Ceska Zbrojovka) P-10 C Pistol CAL:9 SN:C678603	No record of purchase in CA	Forfeited
181	Pistol	19-ATF-012074	Star, Bonifacio Echeverria SA Pistol CAL:9 SN:B236943	No record of purchase in CA	Forfeited
182	Pistol	19-ATF-012076	Beretta USA Corp U22 Neos Pistol CAL:22 SN:P55117	Per agreement	Return lawful third party
183	Pistol	19-ATF-012078	Daewoo DP51 Pistol CAL:9 SN:BA200536	Per agreement	Forfeited
184	Pistol	19-ATF-012080	Maadi Company Helwan Pistol CAL:9 SN:1127699	Per agreement	Return lawful third party
185	Pistol	19-ATF-012083	Beretta USA Corp 8000 Cougar Pistol CAL:9 SN:002980MC	No record of purchase in CA	Forfeited
186	Pistol	19-ATF-012084	Smith & Wesson 4566TSW Pistol CAL:45 SN:VJF9341	Per agreement	Forfeited
187	Pistol	19-ATF-012085	Heckler and Koch P2000 Pistol CAL:9 SN:116-029556	Per agreement	Return lawful third party
188	Pistol	19-ATF-012086	Heckler and Koch P2000 Pistol CAL:9 SN:116-049186	Per agreement	Forfeited
189	Pistol	19-ATF-012087	Beretta USA Corp 96 Pistol CAL:40 SN:BER352276	Per agreement	Return lawful third party
190	Pistol	19-ATF-012088	Astra 1916 Pistol CAL:32 SN:63899	No record of purchase in CA	Forfeited
191	Pistol	19-ATF-012089	Beretta USA Corp 92FS Pistol CAL:9 SN:BER175635	Per agreement	Return lawful third party

192	Pistol	19-ATF-012090	Star, Bonifacio Echeverria Unknown Pistol CAL:9 SN:2011682	No record of purchase in CA	Forfeited
193	Pistol	19-ATF-012095	Zastava M57 Pistol CAL:762 SN:50974	No record of purchase in CA	Forfeited
194	Pistol	19-ATF-012096	Heckler and Koch P30 Pistol CAL:9 SN:129-004463	No record of purchase in CA	Forfeited
195	Pistol	19-ATF-012097	Sig Sauer (Sig-Arms) P6 Pistol CAL:9 SN:M430832	Per agreement	Forfeited
196	Pistol	19-ATF-012100	Beretta USA Corp 92FS Pistol CAL:9 SN:BER380305	No record of purchase in CA	Forfeited
197	Pistol	19-ATF-012101	Beretta USA Corp 92FS Pistol CAL:9 SN:BER335858	No record of purchase in CA	Forfeited
198	Pistol	19-ATF-012129	Keltec, CNC Industries, Inc Unknown Pistol CAL:32 SN:10243	Per agreement	Return lawful third party
199	Pistol	19-ATF-012135	Ruger LCP Pistol CAL:380 SN:371- 32989	Per agreement	Forfeited
200	Pistol	19-ATF-012137	Kahr Arms - Auto Ordnance CW40 Pistol CAL:40 SN:ZB3040	Per agreement	Return lawful third party
201	Pistol	19-ATF-012140	CZ (Ceska Zbrojovka) CZ75 SP-01 Pistol CAL:9 SN:B732575	Per agreement	Forfeited
202	Revolver	19-ATF-011538	Smith & Wesson 681 Revolver CAL:357 SN:BES0218	Per agreement	Return lawful third party
203	Revolver	19-ATF-011543	Smith & Wesson M49-2 Revolver CAL:Unknown SN:BNV1104	Per agreement	Forfeited
204	Revolver	19-ATF-011549	Smith & Wesson 642-1 Revolver CAL:Unknown SN:CPV0278	Per agreement	Return lawful third party

205	Revolver	19-ATF-0111566	Smith & Wesson 60-4 Revolver CAL:38 SN:BNE0515	Per agreement	Forfeited
206	Revolver	19-ATF-0111567	Smith & Wesson 686-3 Revolver CAL:38 SN:BKF8773	Per agreement	Return lawful third party
207	Revolver	19-ATF-0111569	Smith & Wesson 67 Revolver CAL:38 SN:5K21124	Per agreement	Forfeited
208	Revolver	19-ATF-0111571	Smith & Wesson 66-3 Revolver CAL:357 SN:128K294	Per agreement	Forfeited
209	Revolver	19-ATF-0111584	Smith & Wesson 19 Revolver CAL:357 SN:141K056	Per agreement	Return lawful third party
210	Revolver	19-ATF-0111618	Smith & Wesson 64-5 Revolver CAL:38 SN:BFT3953	Per agreement	Return lawful third party
211	Revolver	19-ATF-0111622	Smith & Wesson 64-5 Revolver CAL:38 SN:CBY6191	No record of purchase in CA	Forfeited
212	Revolver	19-ATF-0111639	Smith & Wesson 19 Revolver CAL:357 SN:BKE1131	Per agreement	Forfeited
213	Revolver	19-ATF-0111816	Smith & Wesson 686-1 Revolver CAL:357 SN:AYR0647	No record of purchase in CA	Forfeited
214	Revolver	19-ATF-0111833	Smith & Wesson 66-1 Revolver CAL:357 SN:87K0677	No record of purchase in CA	Forfeited
215	Revolver	19-ATF-0111837	Smith & Wesson 686 Revolver CAL:357 SN:ACZ8238	Per agreement	Forfeited
216	Revolver	19-ATF-0111843	Smith & Wesson 10-6 Revolver CAL:38 SN:D351565	Per agreement	Return lawful third party
217	Revolver	19-ATF-0111848	Ruger GP100 Revolver CAL:357 SN:175-07058	Per agreement	Return lawful third party
218	Revolver	19-ATF-0111850	Colt Python Revolver CAL:357 SN:E24398	Per agreement	Forfeited

219	Revolver	19-ATF-011903	Smith & Wesson 66-1 Revolver CAL:357 SN:77K7776	Per agreement	Return lawful third party
220	Revolver	19-ATF-011913	Smith & Wesson 640 Revolver CAL:38 SN:BKN3076	Per agreement	Forfeited
221	Revolver	19-ATF-011914	Smith & Wesson 10-5 Revolver CAL:38 SN:D713400	Per agreement	Return lawful third party
222	Revolver	19-ATF-011921	Colt Trooper MKIII Revolver CAL:357 SN:69677J	Per agreement	Forfeited
223	Revolver	19-ATF-011922	Smith & Wesson 686-6 Revolver CAL:357 SN:CXY7427	Per agreement	Return lawful third party
224	Revolver	19-ATF-012091	Smith & Wesson 10-8 Revolver CAL:38 SN:4D29306	Per agreement	Forfeited
225	Revolver	19-ATF-012092	Smith & Wesson 38 Revolver CAL:38 SN:1K62359	Per agreement	Return lawful third party
226	Revolver	19-ATF-012098	Smith & Wesson 19-4 Revolver CAL:357 SN:84K6159	Per agreement	Forfeited
227	Revolver	19-ATF-012099	Smith & Wesson 15-4 Revolver CAL:38 SN:8K60662	Per agreement	Return lawful third party
228	Rifle	19-ATF-011440	Ruger 10/22 Rifle CAL:22 SN:243- 54295	Per agreement	Return lawful third party
229	Rifle	19-ATF-011441	DC Industries NDS-3 Rifle CAL:762 SN:3005413	Unlawful NFA	Forfeited
230	Rifle	19-ATF-011443	Century Arms International R1A1 Sporter Rifle CAL:308 SN:NC002182	Unlawful CA AW	Forfeited
231	Rifle	19-ATF-011444	Beretta, Pietro S.P.A. AR70 Rifle CAL:223 SN:M32313	Unlawful CA AW	Forfeited
232	Rifle	19-ATF-011447	Del-Ton Inc. DTI-15 Rifle CAL:556 SN:S030302	Unlawful CA AW	Forfeited
233	Rifle	19-ATF-011449	Century Arms International Tantal Sporter Rifle CAL:545 SN:TTL02180	Unlawful CA AW	Forfeited

234	Rifle	19-ATF-011450	Russian M91/30 Rifle CAL:762 SN:9130062262	Per agreement	Forfeited
235	Rifle	19-ATF-011454	Norinco (North China Industries) 56S-1 Rifle CAL:762 SN:517340	Unlawful CA AW	Forfeited
236	Rifle	19-ATF-011455	Century Arms International VZ2008 Rifle CAL:762 SN:VZ00454	Unlawful CA AW	Forfeited
237	Rifle	19-ATF-011456	Century Arms International VZ2008 Rifle CAL:762 SN:VZ04311	Unlawful CA AW	Forfeited
238	Rifle	19-ATF-011481	Norinco (North China Industries) SKS Rifle CAL:762 SN:34838	Per agreement	Forfeited
239	Rifle	19-ATF-011486	Del-Ton Inc. DTI-15 Rifle CAL:556 SN:B-46610	Unlawful CA AW	Forfeited
240	Rifle	19-ATF-011487	Romarm/Cugir GP WASR 10/63 Rifle CAL:762 SN:AE-4821-80	Unlawful CA AW	Forfeited
241	Rifle	19-ATF-011488	Yugoslavia 59/66 Rifle CAL:762 SN:T-678671	Per agreement	Return lawful third party
242	Rifle	19-ATF-011490	Ruger PC Carbine Rifle CAL:9 SN:910-75012	Unlawful CA AW	Forfeited
243	Rifle	19-ATF-011503	Savage Axis Rifle CAL:308 SN:H507665	Per agreement	Forfeited
244	Rifle	19-ATF-011506	Century Arms International VZ2008 Rifle CAL:762 SN:VZ00644	Unlawful CA AW	Forfeited
245	Rifle	19-ATF-011510	Century Arms International Golani Sporter Rifle CAL:223 SN:GLN00899	Unlawful CA AW	Forfeited
246	Rifle	19-ATF-011511	Remington Arms Company, Inc. 783 Rifle CAL:270 SN:RM56899F	Per agreement	Return lawful third party
247	Rifle	19-ATF-011529	CMMG Inc. MOD4 SA Rifle CAL:223 SN:SA02634	Unlawful CA AW	Forfeited
248	Rifle	19-ATF-011562	Beretta USA Corp Cx4 Storm Rifle CAL:9 SN:CX01460	Unlawful CA AW	Forfeited
249	Rifle	19-ATF-011568	Ruger Unknown Rifle CAL:30-06 SN:692-00151	Per agreement	Forfeited
250	Rifle	19-ATF-011592	Romarm/Cugir AES-10 Rifle CAL:762 SN:AS1-01680-06	Unlawful CA AW	Forfeited

251	Rifle	19-ATF-011602	Daewoo K2 Rifle CAL:556 SN:437789	Unlawful CA AW	Forfeited
252	Shotgun	19-ATF-011500	Winchester 1300 Defender Shotgun CAL:12 SN:L2483179	Per agreement	Return lawful third party
253	Shotgun	19-ATF-011502	Remington Arms Company, Inc. 1100 Tactical Shotgun CAL:12 SN:R274204V	Per agreement	Forfeited
254	Shotgun	19-ATF-011524	Beretta USA Corp Unknown Shotgun CAL:12 SN:X25272E	Per agreement	Forfeited
255	Shotgun	19-ATF-011532	Remington Arms Company, Inc. Unknown Shotgun CAL:12 SN:C026320M	Per agreement	Return lawful third party
256	Shotgun	19-ATF-011553	Winchester 1400 Shotgun CAL:12 SN:N1176284	Per agreement	Forfeited
257	Shotgun	19-ATF-011554	Mossberg Silver Reserve Shotgun CAL:12 SN:TR12011358	Per agreement	Return lawful third party
258	Shotgun	19-ATF-011577	Mossberg 930 Shotgun CAL:12 SN:AF067933	Per agreement	Forfeited