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U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EAST. DIV. COLUMBUS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JONATHAN ALLEN FROST,

Defendant.

CASE NO. 2-22-CR-19

JUDGE GRAHAM

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Ohio (USAO) and the Defendant, **JONATHAN ALLEN FROST**, individually and through counsel, pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, agree as follows:

1. **Offense of Conviction**: The Defendant agrees to plead guilty to Count 1 of the Information in this case, which charges the Defendant with Conspiracy to Provide Material Support to Terrorists, in violation of 18 U.S.C. § 2339A(a) and will not withdraw or attempt to withdraw the plea. The Defendant admits that the Defendant is, in fact, guilty of this offense and will so advise the Court.

2. **Elements of the Offense**: The elements of the offense to which the Defendant has agreed to plead guilty are as follows:

Count 1, Conspiracy to Provide Material Support to Terrorists

a) Two or more people agreed to commit the crime of providing material support or resources knowing that such material support or resources would be used in preparation for, or in carrying out, a violation of 18 U.S.C. § 1366(a), Destruction of an Energy Facility; and

b) The defendant knowingly and voluntarily joined in that agreement.

3. **Penalties**: The maximum statutory penalties for Count 1 are as follows:

a) A 15-year term of imprisonment, a life-time term of supervised release pursuant to 18 U.S.C. §§ 2332(b)(g)(5) and 3583(j); and a $250,000 fine;

b) Forfeiture; and

c) A mandatory special assessment of $100 due prior to sentencing.

4. **Waiver of Rights**: The Defendant understands that he has the following rights:

   a) To be indicted by a grand jury;

   b) To plead not guilty;

   c) To have a trial by jury;

   d) To be assisted by counsel during such trial;

   e) To confront and cross-examine adverse witnesses;

   f) To testify, if so desired, and to present evidence and compel the attendance of witnesses;

   g) To not be compelled to testify or present evidence, and to not have these decisions held against the Defendant; and

   h) To be presumed innocent throughout trial and until a jury finds proof of guilt beyond a reasonable doubt.

   The Defendant further understands that if the Court accepts the Defendant's plea pursuant to this plea agreement, there will be no trial and the Defendant waives these rights.

5. **Applicability of Advisory Sentencing Guidelines:** The Defendant understands that in determining a sentence, the Court has an obligation to calculate the applicable sentencing guideline range and to consider that range, possible departures under the United States Sentencing Guidelines ("U.S.S.G."), and other sentencing factors under 18 U.S.C. § 3553(a).

6. **Factual and Sentencing Stipulation**: The parties agree to the Statement of Facts set forth in Attachment A and incorporate it here by reference. The parties further agree that the Statement of Facts provide the factual basis for the Defendant's plea, and to the following advisory sentencing guideline factors:

   a) Pursuant to U.S.S.G. § 2X2.1 – Aiding & Abetting – the base offense level is the same as for underlying offense.

   b) Pursuant to U.S.S.G § 2B1.1, the base offense level for a violation of 18 U.S.C. § 1366(a) is 6.

   c) Pursuant to U.S.S.G. § 2B1.1(b)(16), there is a 2-level increase because the offense involved possession of a dangerous weapon (including a firearm) in connection with the offense, which increases the offense level to 8. If the resulting offense level is less than 14, as it is here, the guideline directs to increase the level to 14.

d) Pursuant to U.S.S.G. § 3A1.4, there is a 12-level increase because the felony offense involved or was intended to promote a federal crime of terrorism, which increases the offense level to 26. If the resulting offense level is less than 32, as it is here, the guideline directs to increase the level to 32.

e) The USAO does not oppose a 2-level reduction in offense level pursuant to U.S.S.G. § 3E1.1 based upon the Defendant's acceptance of responsibility, provided that the Defendant's conduct continues to demonstrate compliance with the terms of § 3E1.1. The Defendant may be entitled to an additional 1-level decrease pursuant to U.S.S.G. § 3E1.1(b) in recognition of the Defendant's timely notification of his intention to plead guilty.

f) Pursuant to U.S.S.G. § 3A1.4, the Defendant's criminal history category is VI.

Also, the parties recommend that the Court impose a 30-year term of supervised release to be served after the completion of the term of imprisonment that the Court deems appropriate. The parties further recommend that supervised release include the following as conditions of release:

a) The Defendant shall comply with the requirements of the Computer and Internet Monitoring Program as administered by the U.S. Probation Office. The Defendant shall consent to the installation of computer monitoring software on all identified computers and devices capable of accessing the internet to which the Defendant has access. The Defendant will seek prior approval from the U.S. Probation Office before acquiring any new devices to ensure that the device is compatible with the Monitoring Program. The software may restrict and/or record all activity on the computer/device, including the capture of keystrokes, application information, internet use history, email correspondence and chat conversations. A notice will be placed on the computer/device at the time of installation to warn others of the existence of the monitoring software. The Defendant shall not remove, tamper with, reverse engineer, or in any way circumvent the software, to include the use of any services designed to disguise, mask, or anonymize the Defendant's online activity.

b) The Defendant shall refrain from knowingly meeting or communicating with any person whom the Defendant knows to be engaged, or planning to be engaged, in criminal activity and any persons who are or claim to be, or whom the Defendant knows to be, involved with violent acts, or advocating for acts of violence.

c) The Defendant shall not knowingly or recklessly engage in the use of online encrypted communication platforms, or any online communication platform that cannot be monitored by the U.S. Probation Office, absent prior approval by the U.S. Probation Office.

d) To the extent the Defendant is relieved of his obligations under the Computer and Internet Monitoring Program at any point during the period of his supervised

release, the Defendant must provide notice to the U.S. Probation Office within 24 hours of opening any new online or communication accounts, including email, social media, instant messaging, electronic communications, chat accounts or services, or other accounts that allow the Defendant to communicate through electronic devices or online. The Defendant further agrees that this information can be shared with the U.S. Attorney's Office.

e) The Defendant shall consult with the U.S. Probation Office or petition the Court if he does not know, cannot determine, or has any questions about whether an online site, service or application is approved for him to access or use (directly or indirectly).

f) As part of the Computer and Internet Monitoring Program, the Defendant shall allow U.S. Probation Officers to search without a warrant and without cause (including but not limited to a forensic examination), and capture evidence of violations from any communication device (*e.g.*, phones, tablets, computers, or devices with internet access or communication capabilities), email accounts, social media accounts, instant messaging accounts, or electronic communication accounts within the possession, custody, or control of the Defendant up to four times per month between 6:00 a.m. and 10:00 p.m. for the duration of the period of supervised release.

g) The Defendant shall attend violent extremism counseling from providers directed by the U.S. Probation Office, and agreed to by the U.S. Probation Office, the U.S. Attorney's Office for the Southern District of Ohio and the Defendant. The Defendant shall also authorize the release of any mental health and/or violent extremism counseling records to the U.S. Probation Office, the U.S. Attorney's Office for the Southern District of Ohio and the Federal Bureau of Investigation's Behavioral Analysis Unit.

h) The Defendant shall participate, at the direction of a Probation Officer, in a mental health treatment program, which may include the use of prescription medicines.

i) The Defendant shall be required to enroll in an approved education or vocational training program or secure and maintain employment or self-employment.

j) The Defendant shall perform 500 hours of community service throughout the first five years of supervised release as directed by the U.S. Probation Office.

k) The Defendant shall be required to submit to periodic polygraph testing at the direction of the U.S. Probation Office as a means to ensure that he is in compliance with the requirements of his supervision and/or treatment program.

l) The Defendant shall not knowingly, intentionally or recklessly view and/or possess physical or electronic materials, *e.g.*, books, pamphlets, websites, blogs, chatrooms, videos, and social media platforms, that promote extremist or terroristic views, such as racially motivated violent extremism material or

materials that promote potentially unlawful use, or threats, of force or violence in furtherance of an ideology.

m) Defendant waives any right to seek early termination of supervised release or modification of conditions related to the U.S. Probation Office's search authority and the Computer and Internet Monitoring Program for at least the first 120 months of his term of supervised release.

7. **Additional Obligations of the Defendant**:

Forfeiture: The Defendant agrees to voluntarily surrender for forfeiture to the United States of all of his right, title, and interest in all property seized or surrendered during the investigation in this case, including, but not limited to the following subject property:

a. A black Armalite Platform Carbine firearm bearing no Serial Number;

b. Assorted ammunition, including, but not limited to:

- Approximately 50 rounds of 9mm Luger ammunition;
- Approximately 84 rounds of Tulammo brand 7.62 X 39mm ammunition;
- Approximately 2 black Duramag 7.62 X 39mm magazines; and
- Approximately 6 Tulammo brand 7.62 X 39mm shell casings.

c. A Smith and Wesson 9 mm pistol, SN: 42490;

d. A Rugar Mark IV, 9 mm pistol, SN: S00076647;

e. An AR Pistol with no identifiable Serial Number;

f. Approximately 13 rounds of assorted ammunition and 2 empty magazines

g. Two grenade shells;

h. A Black Silencer, bearing no identifying numbers;

i. A Silver Silencer, bearing no identifying numbers;

j. A Flash adapter;

k. A Recoil spring;

l. A Buffer weight;

m. A magazine release;

n. Three incomplete suppressers bearing no identifying numbers;

o. A jig;

p. A bag containing a glue gun, glue sticks, twine, and a torque compressor;

q. Rubbermaid cone paper cups;

r. A funnel;

s. Sandpaper;

t. A Proctor Silex portable burner;

u. 2 Wooden Sticks;

v. Pipes, including, not limited to: 2 plastic and 4 PVC;

w. A pot with residue;

x. A black threaded pipe piece;

y. Mortar and pestle;

z. Magnesium strips;

aa. Assorted batteries and wires;

bb. A metal device inside a tissue;

cc. Assorted black, gray, white, yellow, and red powdery, unknown substances;

dd. A Benfei USB, including its contents;

ee. A Thinkpad Laptop, bearing identifying number 64D4DA163AFB4GR, including its contents;

ff. A black Samsung cellular telephone, IMEI: 35531073599766, including its contents;

gg. A Crucial hard drive, SN: 1609FO17D421, including its contents;

hh. A Toshiba hard drive, SN: 43NX1VZNSNR7, including its contents;

ii. A My Passport Ultra Drive hard drive, SN: WYC1A34E0691, including its contents; and

jj. A Seagate hard drive, SN: Z1ESLE8H, including its contents.

The Defendant acknowledges that the above-described subject property was involved in or used in, or intended to be used to commit the offense of 18 U.S.C. § 2339A(a) alleged in the Information to which he has agreed to plead guilty and is therefore subject to forfeiture to the United States under 18 U.S.C. § 924(d)(1) and 18 U.S.C. § 981(a)(1)(G), as incorporated by 28 U.S.C. § 2461(c). The Defendant further agrees to the entry of an order of forfeiture forfeiting the subject property to the United States.

The Defendant acknowledges that the forfeiture of the subject property may be accomplished through administrative or judicial proceedings at the United States' sole discretion. The Defendant understands that forfeiture will be part of the sentence

imposed upon him in this case and waives any failure by the Court to advise him of this, as required by Federal Rule of Criminal Procedure 11(b)(1)(J), during the plea hearing. The Defendant further waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of forfeiture in the charging instrument, announcement of the forfeiture in his presence at sentencing and incorporation of the forfeiture in the judgment. The Defendant also waives all constitutional and statutory challenges (including direct appeal, collateral attack, or any other means) to forfeiture pursued in accordance with this Plea Agreement. As the property covered by this agreement is subject to forfeiture because it was involved in or used in the violation to which the Defendant has agreed to plead guilty, the Defendant agrees to take all steps deemed necessary by the United States to complete the forfeiture and disposal of the subject property, including testifying truthfully in any judicial proceeding. By signing this Plea Agreement, the Defendant voluntarily surrenders any interest he may have in, and/or claims to, the subject property described in this case and waives any right to receive further notice of any administrative and/or judicial forfeiture proceedings; any right to challenge any such forfeiture proceeding; and any right to request remission or mitigation of forfeiture, or otherwise seek the return of the property described in this case under Federal law. Finally, the Defendant releases any and all claims whatsoever that he may have against the United States, its agencies, and their employees, arising out of the facts giving rise to the seizure, forfeiture, and disposal of the subject property.

Finally, the Defendant acknowledges that in accordance with Rule 32.2 of the Federal Rules of Criminal Procedure, the United States included a forfeiture allegation, Forfeiture A, in the Information filed in this case notifying his co-defendant that, in accordance with 18 U.S.C. § 924(d)(1) and 18 U.S.C. § 981(a)(1)(G), as incorporated by 28 U.S.C. § 2461(c), the United States intends to seek the forfeiture the property identified in Forfeiture A of the Information which was seized during the investigation in this case. The Defendant acknowledges that, after reviewing the list of property identified in Forfeiture A of the Information, he voluntarily abandons any interest he may have in this property to the United States with the understanding that the property will be forfeited to the United States and disposed of in accordance with the law. By signing this Plea Agreement, the Defendant voluntarily abandons and forfeits any right, title, or interest he may have in the property described herein and waives any right to receive notice of any administrative and/or judicial forfeiture proceedings; any right to challenge any such forfeiture proceeding; and any right to request remission or mitigation of forfeiture, or otherwise seek the return of the property described in this case under Federal law.

Abandonment: In addition to the above-listed property, the Defendant also acknowledges that during the investigation in his case, law enforcement lawfully seized the following property from him:

Approximately 3 Remington 12-gauge shotgun shells;
A Rugar Vasquer .45 caliber pistol, SN: 55-22638;
A Smith and Wesson, SW1911, 9 mm pistol, SN: TRH5040;
A Baikal shotgun with no identifiable Serial Number;
A Sig Sauer, P938, 9x19 MM pistol, SN: 52E073770; and

An engine for model rockets.

The Defendant asserts that he is sole owner of this property. The Defendant further acknowledges that because of his conviction in this case, he will no longer be able to lawfully possess any firearm or ammunition. As such, the Defendant asserts that he does not want the above listed ammunition or firearms returned to him at the conclusion of this case. He hereby consents the destruction of the above-described property at the conclusion of this case and agrees to the entry of any destruction orders required by the United States and/or the Federal Bureau of Investigation to complete the destruction of this property. The Defendant voluntarily surrenders all right, title and interest in the above listed ammunition, firearms, and model rocket engine to the United States and waives any rights he may have to notice and an opportunity to be heard concerning the disposition of this property. He further voluntarily abandons the property to the United States with the understanding that it will be destroyed by the government.

8. **Obligations of the USAO**: The USAO will not further prosecute the Defendant for conduct prior to the date of this Plea Agreement that was part of the same course of criminal conduct described in the Information and that was known by the USAO at the time of the execution of this Plea Agreement. This agreement does not bind any other local, state, or federal prosecutions.

9. **Waiver of Appeal**: In exchange for the concessions made by the USAO in this plea agreement, the Defendant waives the right to appeal the conviction and sentence imposed, except if the sentence imposed exceeds the statutory maximum. Defendant also waives the right to attack his conviction or sentence collaterally, such as by way of a motion brought under 28 U.S.C. § 2255 and 18 U.S.C. § 3582. However, this waiver shall not be construed to bar a claim by the Defendant of ineffective assistance of counsel or prosecutorial misconduct.

10. **Freedom of Information Act**: The Defendant waives all rights under the Freedom of Information Act relating to his investigation and prosecution and agrees not to file any request for documents. The Defendant also waives all rights he may have under the Privacy Act of 1974 relating to his investigation and prosecution, which prohibits the disclosure of records contained in a system of records without his written request or consent.

11. **Acceptance of Plea Agreement:** The Defendant understands that the Court is not bound by the sentencing recommendations or stipulations of the parties and that it is within the sole discretion of the Court to impose the sentence in this case.

12. **Violation of Plea Agreement**: The Defendant agrees to abide by the terms of this agreement, including all of the conditions listed in U.S.S.G. § 3E1.1. The Defendant understands that in the event he violates this agreement, the USAO will be relieved of all of its obligations under this agreement and may institute any charges or sentencing recommendations that would otherwise be prohibited by this agreement, and the Defendant will not be relieved of any of his obligations under the plea agreement. Further, the Defendant understands and agrees that if he violates this agreement or it is

voided for any reason, the Defendant waives all defenses based upon the statute of limitations and the Speedy Trial Act as to any charges that are part of the same course of criminal conduct described in the Information. And the Defendant understands that if the Defendant violates this agreement, the Defendant waives protection afforded by Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, and § 1B1.8(a) of the United States Sentencing Guidelines. In that event, any statements made by the Defendant in the course of plea discussions, in any proceeding pursuant to Fed. R. Crim. P. Rule 11, and to law enforcement authorities will be admissible against the Defendant without limitation in any civil or criminal proceeding.

13. **Defendant's Acknowledgment:** The Defendant has read and understands this plea agreement; the Defendant accepts this plea agreement knowingly and voluntarily and not as a result of any force, threats, or promises, other than the promises in this plea agreement. The Defendant has conferred with counsel regarding this plea agreement and the facts and circumstances of the case, including the applicable law and potential defenses, and the Defendant is fully satisfied with the representation, advice, and other assistance of counsel in this case.

14. **Entire Agreement.** This agreement, along with any attachment(s), is the complete agreement between the parties. It supersedes all other promises, representations, understandings, and agreements between the parties.

KENNETH L. PARKER
UNITED STATES ATTORNEY

Jessica W. Knight

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I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, I voluntarily agree to it, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

1/28/22
Date

Jonathan Frost
JONATHAN ALLEN FROST
Defendant

I am the Defendant's attorney. I have carefully reviewed every part of this agreement with the Defendant, who advises me that he understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this agreement is an informed and voluntary one.

1/28/22
Date

SAMUEL SHAMANSKY
Attorney for JONATHAN ALLEN FROST

ATTACHMENT A:

STATEMENT OF FACTS

The United States and Defendant **JONATHAN ALLEN FROST** *stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case had proceeded to trial.*

Beginning no later than October 2019 and continuing at least until in or about March 2020, in the Southern District of Ohio and elsewhere, the defendants, CHRISTOPHER BRENNER COOK ("COOK"), JONATHAN ALLEN FROST ("FROST"), JACKSON MATTHEW SAWALL ("SAWALL") and others, did conspire and agree to provide material support and resources, to wit, training, weapons, explosives, and personnel, including themselves, knowing and intending they were to be used in preparation for and in carrying out, a violation of 18 U.S.C. § 1366(a), Destruction of an Energy Facility. Specifically, the defendants conspired and agreed to attack power grids throughout the United States in furtherance of extremist ideology, including white supremacy.

After meeting in an online chat group, FROST shared the idea of attacking a power grid, a perceived vulnerable target, with COOK, who appeared to FROST to be serious about engaging in action. FROST provided COOK with information that he had gathered about possible power grids as targets. Within weeks of this initial online meeting, COOK and FROST began efforts to recruit others to join in their plan. COOK soon took over the responsibilities of recruitment while FROST focused more on logistics. As part of the recruitment process, COOK often asked a lot of literary questions; COOK even circulated a book list of suggested, if not required, reading that promoted the ideology of white supremacy and Neo-Nazism, including such titles as "A Squires Trial" and "Siege." Siege places an emphasis on gaining power through violence as opposed to political means. COOK also sought out recruits that were younger, believing it was less likely the individuals were members of law enforcement.

By late 2019, SAWALL, a friend of COOK's in real life and online, joined the group and assisted COOK with the online recruitment efforts, operational security and organization. SAWALL also was responsible for the online propaganda chat group, "The Front," which served to assist in recruitment and would have ultimately claimed responsibility for the attacks. Those that made it past the initial screening were invited into an online chat group titled, "Lights Out." To this group, COOK shared plans via text to participate in a large-scale power outage by attacking the U.S. Electric Grid that included a link to a U.S. Department of Energy report titled, "Large Power Transformers and the U.S. Electric Grid," that discussed specific information about the grid and issues with replacing large transformers in a timely manner.

Specifics of the plan to attack power grids, however, were closely held and shared only with those members of the "Lights On" online chat group, which included COOK, FROST, SAWALL and a few others. The organizational structure of the group initially took on a cell structure, with a leader and cell members for each region of the United States where an attack was being planned. Initially, COOK was responsible for the Northeast, FROST was responsible for the Southwest, and SAWALL was responsible for the Midwest; two others, one of whom was

a juvenile, were responsible for the Southeast and Northwest, respectively. Eventually, the reality of managing cells proved unrealistic and the group switched to one person attacking each targeted substation.

The plan was to attack the substations, or power grids, with powerful rifles that would penetrate the transformers, which members of the group estimated would cost the government millions to recover. In addition, the defendants believed that time associated with replacing the substations would cause confusion and unrest for Americans in the region. There were also conversations about how the possibility of the power being out for many months could cause some serious change or straight out war, even a race war; additionally, that without power across the country, it could cause the next Great Depression, people wouldn't show up to work, the economy could crash and there would be a ripe opportunity for potential (white) leaders to rise up. One theme of the group discussions centered around the need to create disorder to bring the system down, which would cause people to doubt the system and create a true revolutionary force against the system.

In January 2020, COOK provided a YouTube video link regarding an explosion to the "Lights On" chat group. FROST responded that the explosion would be "a pretty good distraction." COOK added, "That's what I was thinking; especially if you were to use a propane tank too." FROST further commented that "...there was a real fireball and fire present for many minutes. THINK BIG." FROST continued, "[W]e can delay police response by an additional 5-10 minutes if our distraction plans succeed." The investigation revealed that FROST purchased the necessary materials to build an explosive device and had begun testing devices for this plan.

In furtherance of the conspiracy, FROST sought to provide several AR-47 rifles, which he had previously acquired and built himself with 80% receivers purchased online, to members of the conspiracy. SAWALL also discussed plans to assist others in obtaining weapons, to include providing financial support to FROST while he built additional rifles. During a visit to Columbus, Ohio in February 2020, FROST brought an AR-47 with no serial number, also known as a ghost gun, to COOK for use in carrying out their plan. FROST originally built the rifle in Texas, then traveled from Indiana to Columbus, Ohio to transfer it to COOK. COOK paid FROST several hundred dollars for the rifle, which was exchanged in the back of SAWALL's truck. Later during the visit, FROST and COOK took the rifle to a shooting range to train; FROST taught COOK how to operate and shoot the rifle. Later in the investigation, the AR-47 rifle was seized from COOK during a law enforcement interaction in Tennessee.

In the "Lights On" chat group, COOK, FROST, SAWALL and others also discussed purchasing necklaces that would contain a lethal substance to be ingested if and when they were caught by law enforcement. Ultimately, FROST purchased the materials needed to make suicide necklaces online, which he filled with Fentanyl. On at least one occasion, both COOK and SAWALL expressed their commitment to dying in furtherance of their mission. In February 2020, FROST eventually provided the necklaces to COOK and SAWALL during their meeting in Columbus, Ohio.

The purpose of the meeting in Columbus, Ohio between COOK, FROST and SAWALL was in furtherance of the conspiracy. It served to provide a chance for COOK and SAWALL to meet FROST in person; for FROST to provide COOK with the firearm and to distribute the

Fentanyl necklaces; as well as an opportunity for the three to talk further about logistics and propaganda for their cause. SAWALL paid for the hotel room and most other expenses on the trip for the three conspirators. Upon first arriving in Columbus, SAWALL and COOK purchased spray paint and painted a swastika flag under a bridge at a park with the caption, "Join the Front." They later showed the graffiti to FROST, who took a picture of COOK and SAWALL with the image. There were also plans to hang propaganda posters as well as record or photograph the spray painting of a mosque and cutting down a telephone pole as part of propaganda for The Front. These plans were derailed after a traffic stop, during which SAWALL swallowed his suicide pill and ultimately survived.

COOK and FROST continued undeterred and eventually traveled to Texas together in March 2020. In the meantime, COOK had continued his recruitment efforts, primarily of juveniles, several of whom also lived in Texas. When FROST decided to return home for spring break in March 2020, COOK joined him for the drive with the intention of living with some of the contacts he had made there and continuing their plans for an attack. On the drive south, COOK and FROST made plans to meet a recruit in Oklahoma, but the individual lost their phone and couldn't be reached for the meet. Instead, the person who found the phone and the Nazi propaganda on it answered their calls and told them the phone would be turned into the police, which caused FROST and COOK to start destroying their online communication accounts. FROST and COOK again were stopped by law enforcement in Texas, which led to the discovery of a small amount of Fentanyl that had been left over from the necklaces as well as multiple electronic devices and burner phones. Eventually, the pair made it to Katy, Texas and met up with another juvenile recruit. During a meeting with the same individual the following day, COOK again was encountered by law enforcement, which FROST observed and the two decided to split up. COOK made his way to Jasper, Texas to stay in the home of another juvenile recruit.

In August of 2020, the Federal Bureau of Investigation searched the residences of COOK, FROST and SAWALL. In COOK's bedroom, agents located a copy of the book "Siege," the cellular telephone used to communicate with coconspirators, a tactical magazine and various camouflage jackets and pants. Racially Motivated Violent Extremism (RMVE) Nazi material also was found in the digital evidence seized from COOK. A recently acquired, but not yet assembled, rifle also was found in the pantry. In FROST's home, agents discovered multiple firearms, including an AR15 pistol with no serial number, suppressors, milling tools and components. Chemicals and components found in FROST's bedroom were consistent with someone attempting to test and assemble an explosive device; in fact, FBI lab testing later confirmed that the chemicals could be used to create an explosive device. Digital evidence seized from the search revealed a large amount of RMVE Nazi related material such as videos, books and images, detailed U.S. power infrastructure information, an article regarding the sabotage of a power substation in California and a list of specific power substations, weapons modification manuals and explosives production diagrams and manuals. SAWALL's residence revealed three memo pads that contained various writings, including statements like "Revolution is our solution." A laptop contained documents describing The Front, the recruitment process, and an oath of allegiance. SAWALL's cellular telephone contained The Front propaganda posters and photographs of "Join The Front" graffiti and the Nazi flag graffiti by COOK and SAWALL in Ohio.

I have read the Statement of Facts and have carefully reviewed it with my attorney. I acknowledge that it is true and correct.

1/28/22
Date

Jonathan Frost
JONATHAN ALLEN FROST
Defendant

I am JONATHAN ALLEN FROST's attorney. I have carefully reviewed the Statement of Facts with the Defendant.

1/28/22
Date

SAMUEL SHAMANSKY
Attorney for JONATHAN ALLEN FROST