

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

XUANYU HARRY PANG

No. 22 CR 528

UNDER SEAL

PLEA AGREEMENT

1. This Plea Agreement between the Acting United States Attorney for the Northern District of Illinois, MORRIS PASQUAL, and defendant XUANYU HARRY PANG, and his attorney, WILLIAM HARDWICKE, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The parties to this Agreement have agreed upon the following:¹

Charge in This Case

2. The information in this case charges defendant with attempting to and conspiring to destroy national-defense premises, in violation of Title 18, United States Code, Sections 2155(a) and (b).

3. Defendant has read the charge against him contained in the information, and that charge has been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crime with which he has been charged.

Charge to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information, which charges defendant with attempting to and conspiring

¹ Paragraphs 11–13 and portions of Paragraph 19(c) are omitted from the public version of this filing.

to destroy national-defense premises, in violation of Title 18, United States Code, Sections 2155(a) and (b).

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charge contained in the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

Beginning in or around September 2022, and continuing through October 2022, at Lake County, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant Xuanyu Harry Pang, did knowingly conspire with Individual A to, and did attempt to, willfully injure and destroy national-defense material, national-defense premises, and national-defense utilities, namely Naval Station Great Lakes and the material and premises contained therein, with the intent to injure, interfere with, and obstruct the national defense of the United States.

Background on Naval Station Great Lakes

Pang enlisted in the United States Navy and began his training on or about February 1, 2022. He was serving on active duty and undergoing training at Naval Station Great Lakes (the “Naval Station”) in Lake County, Illinois. The Naval Station was home to the United States Navy’s Recruit Training Command, which operates Basic Training or “boot camp” for the U.S. Navy’s enlisted recruits, and Training Support Center, which provides training for sailors in a variety of areas. The Naval Station also supported the U.S. Navy’s recruitment efforts. Many

servicemembers, including sailors, marines, and soldiers worked and resided at Naval Station Great Lakes. The Naval Station contained national-defense material, premises, and utilities, including over 1,000 buildings. Pang was stationed and resided at Naval Station Great Lakes while undergoing training.

The Conspiracy

Pang met Individual A on Facebook in approximately late 2020 or early 2021. At the request of Individual A, on September 25, 2022, Pang met with an individual (the “CS”), who, unbeknownst to Pang and Individual A, was cooperating with law enforcement. The CS claimed to be affiliated with the Islamic Revolutionary Guard Corps (“IRGC”) Quds Force. Defendant acknowledges that the IRGC was a branch of the Islamic Republic of Iran’s armed forces and that the IRGC Quds Force was a branch of the IRGC that conducted unconventional warfare and intelligence activities outside Iran. Defendant further acknowledges that on or about April 15, 2019, the United States Secretary of State, in accordance with section 219 of the Immigration and Nationality Act, as amended, designated the IRGC, including the Quds Force, as a Foreign Terrorist Organization. The CS informed Pang that he wanted to commit a lethal attack in the Chicago area to avenge the death of Qasem Soleimani, who had been the commander of the IRGC Quds Force. Defendant acknowledges that on or about January 2, 2020, the U.S. Department of Defense issued a public statement revealing that a U.S. military strike had killed Soleimani. Between September 2022 and October 2022, Pang and Individual A agreed to participate in a plot to conduct

an attack on the Naval Station as revenge for the killing of Soleimani in exchange for money.

After the September 25, 2022, meeting, Pang and Individual A communicated through an encrypted mobile application. Pang and Individual A agreed to help the CS and his people with their operation to conduct the attack in the United States. Pang understood that this agreement and their efforts as part of that agreement would result in an attack that would kill Americans.

Subsequently, Pang took and shared photos and videos of potential attack sites in the Chicago area, including from inside the Naval Station. Pang shared several of the photos of the Naval Station with Individual A, who in turn shared them with an individual (the “OCE”), who was purportedly working with the CS to conduct an attack inside the United States in retaliation for the killing of Soleimani. Unbeknownst to Pang and Individual A, the OCE was an undercover law enforcement employee.

On October 8, 2022, Pang met once again with the CS, and they discussed various locations in and around Chicago as potential attack sites. Pang asked the CS whether the CS was “looking for max damage,” and the CS confirmed that he was. The CS asked Pang whether Pang could bring two Navy uniforms to allow the CS’s operatives to access the Naval Station to conduct the attack, and Pang confirmed that he would do so. During this meeting, the CS also gave Pang \$3,000 as payment for Pang’s and Individual A’s assistance in the operation. Prior to this meeting, the CS

also had asked Pang to procure a cell phone that “will be used in a test for a detonator.”

After the meeting, Pang sent to Individual A \$1,000 of the \$3,000 Pang had received from the CS. Pang used cryptocurrency to send the funds to Individual A. Pang and Individual A also agreed to charge the CS and his associates more money for the assistance that they were providing because the plot had coalesced into an attack on the Naval Station. Pang and Individual A agreed to continue to assist with the plot. Pang understood that his agreement with Individual A and their efforts as part of that agreement, if successful, would result in the killing of U.S. soldiers and other Americans who lived and worked on the Naval Station and would interfere with the national defense.

On October 15, 2022, Pang met again with the CS. Leading up to this meeting, Pang confirmed with Individual A that Pang was meeting up with the CS at a train station, and that Pang was going to give the CS the uniforms and a cell phone. During the meeting with the CS, Pang provided the military uniforms and cell phone to the CS. In return, the CS gave Pang \$2,000. Pang provided these items to the CS intending they be used to injure, interfere with, or obstruct the operations at the Naval Station and the national defense of the United States.

Pang acknowledges that the planned attack on the Naval Station would have injured, interfered with, and obstructed the national defense of the United States, including by causing injury and death to servicemembers and interfering with the

recruitment and training of servicemembers. Pang acknowledges that he took a substantial step towards the completion of the offense.

Overt Act

In furtherance of the conspiracy and to achieve the objects and purposes thereof, PANG and Individual A committed, and caused to be committed, one or more overt acts, within the Northern District of Illinois and elsewhere, including but not limited to the following: On or about October 2, 2022, PANG and Individual A exchanged messages in which they discussed demanding a payment of \$1,000,000 for their assistance with the plot to attack the Naval Station.

7. The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crime and related conduct.

Maximum Statutory Penalties

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000. Defendant further understands that the judge also may impose a term of supervised release of up to life.

b. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty imposed.

Sentencing Guidelines Calculations

9. Defendant understands that, in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following

statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the 2023 Guidelines Manual.

b. Offense Level Calculations.

- i. The base offense level is 26, pursuant to Guideline § 2M2.3.
- ii. The offense level is decreased by 3, pursuant to Guideline § 2X1.1(b)(2), because the defendant or a co-conspirator had not completed or were about to complete all the acts the conspirators believed necessary on their part for the successful completion of the substantive offense.
- iii. The offense level is increased by 12, pursuant to Guideline § 3A1.4, because the offense was a felony that involved and was intended to promote a federal crime of terrorism, namely that it was calculated to retaliate against government conduct and was a violation of 18 U.S.C. § 2155.
- iv. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

v. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I. Pursuant to Guideline § 3A1.4(b), the defendant's criminal history category shall be VI.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 32 which, when combined with the anticipated criminal history category of VI, results in an anticipated advisory sentencing guidelines range of 210 to 262 months' imprisonment. Pursuant to Guideline § 5G1.1(c), the anticipated advisory sentencing guidelines range is 210 to 240 months' imprisonment, which is the statutorily authorized maximum sentence, in addition to any supervised release and fine the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Agreements Relating to Sentencing

14. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

15. The parties further agree, pursuant to Title 18, United States Code, Section 3583(d), that the sentence to be imposed by the Court shall include, as a condition of any term of supervised release or probation imposed in this case, a requirement that defendant repay the United States \$5,000 as compensation for government funds that defendant received during the investigation of the case.

16. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

17. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 22 CR 528.

18. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or

release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

Waiver of Rights

19. Defendant understands that, by pleading guilty, he surrenders certain rights, including the following:

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charge prosecuted by an indictment returned by a concurrence of twelve or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against him, and if he does, he would have the right to a public

and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government

would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

c. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

20. Defendant understands that, by pleading guilty, he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

21. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charge against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing, including the nature and extent of defendant's cooperation.

22. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

23. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to

the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

24. Defendant agrees to cooperate with the United States Attorney's Office in collecting any ordered fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

25. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

Conclusion

26. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

27. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further

understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by defendant, and all such information, statements, and leads derived therefrom may be used against defendant. Defendant waives any right to claim that statements made before or after the date of this agreement, including the Factual Basis included in this agreement or adopted by defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines, or any other provision of the Constitution or federal law.

28. Should the judge refuse to accept defendant's plea of guilty, this

Agreement shall become null and void and neither party will be bound to it.

Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

29. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: _____

Signed by Steven J. Dollear on behalf of
MORRIS PASQUAL
Acting United States Attorney

AARON R. BOND
Assistant U.S. Attorney

XUANYU HARRY PANG
Defendant

WILLIAM HARDWICKE
Attorney for Defendant