

No.

**In the
Supreme Court of the United States**

ANTONY ABREU,

Petitioner,

-against-

UNITED STATES OF AMERICA,

Respondent,

**On Petition for a Writ of Certiorari
to the United States Court of Appeals for the Second Circuit**

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

1. Whether a defendant may be convicted of conspiracy to commit murder-for-hire or aiding and abetting murder-for-hire under 18 U.S.C. § 1958 absent any proof that he knew the murder was to be committed pursuant to a pecuniary-value agreement.

PARTIES TO THE PROCEEDING

1. Antony Abreu, Petitioner, was the defendant-appellant in the court below.
2. United States of America, Respondent, was the appellee in the court below.

RELATED CASES

- *United States v. Abreu*, No. 22-CR-00208, United States District Court for the Eastern District of New York. Judgment entered November 4, 2024
- *United States v. Abreu*, No. 24-2917, United States Court of Appeals for the Second Circuit. Summary Order filed March 18, 2026
- Order on Rehearing, United States Court of Appeals for the Second Circuit, dated March 20, 2026 (denying rehearing).

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PETITION FOR WRIT OF CERTIORARI

Petitioner Antony Abreu respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Second Circuit in this case.

OPINIONS BELOW

The Summary Order of the United States Court of Appeals for the Second Circuit dated March 18, 2026 (1a–7a)¹ is not reported but is available at 2026 WL 759338. The district court’s judgment dated November 4, 2024 (8a–12a) is unreported and unpublished and appears in the Appendix. The district court’s denial of petitioner’s Rule 29 motion was made orally and appears in the transcript, dated October 28, 2024. (13a–16a.) The Second Circuit’s Order on Rehearing dated May 20, 2026, is unreported and unpublished and appears in the Appendix. (17a.)

JURISDICTION

The judgment of the United States Court of Appeals for the Second Circuit was entered on March 18, 2026. A petition for rehearing and rehearing *en banc* was denied on May 20, 2026. This Court’s jurisdiction is invoked under 28 U.S.C. § 1254(1).

¹ Citations to “Pet. App.” refer to the appendix to this petition. Citations to “C.A. App.” refer to the appendix filed in the court of appeals, and C.A. Br. refers to petitioner’s opening brief in the court of appeals.

CONSTITUTIONAL PROVISIONS AND STATUTES INVOLVED

U.S. Constitution Amendment V

“No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.”

Statutory Provisions

18 U.S.C. § 1958(a) Whoever travels in or causes another (including the intended victim) to travel in interstate or foreign commerce, or uses or causes another (including the intended victim) to use the mail or any facility of interstate or foreign commerce, with intent that a murder be committed in violation of the laws of any State or the United States as consideration for the receipt of, or as consideration for a promise or agreement to pay, anything of pecuniary value, or who conspires to do so, shall be fined under this title or imprisoned not more than ten years, or both; and if personal injury results, shall be fined under this title or imprisoned not more than twenty years, or both; and if death results, shall be punished by death or life imprisonment, or shall be fined not more than \$250,000, or both.

18 U.S.C. § 1958(b) As used in this section and section 1959—

(1) “anything of pecuniary value” means anything of value in the form of money, a negotiable instrument, a commercial interest, or anything else the primary significance of which is economic advantage;

(2) “facility of interstate or foreign commerce” includes means of transportation and communication; and

(3) “State” includes a State of the United States, the District of Columbia, and any commonwealth, territory, or possession of the United States.

18 U.S.C. § 2 (a)

Whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.

18 U.S.C. § 2(b)

Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.

STATEMENT OF THE CASE

A. Statutory Background

Congress enacted 18 U.S.C. § 1958 to prohibit a narrow category of conduct: murder committed “as consideration for the receipt of, or as consideration for a promise or agreement to pay, anything of pecuniary value.” 18 U.S.C. § 1958(a). The existence of a quid-pro-quo arrangement is therefore a critical element of the offense. It is the feature that distinguishes murder-for-hire from ordinary murder and exposes a defendant to severe penalties, including mandatory life imprisonment when death results.

This case presents the question whether a defendant may be convicted under § 1958 where there is no proof that he knew the murder was being committed pursuant to such a pecuniary-value agreement.

B. Trial Proceedings

Petitioner Antony Abreu was charged with conspiracy to commit murder-for-hire and substantive murder-for-hire offenses arising from the murder of Chris Gu.

The government’s theory was that co-defendant Zhe Zhang entered into a murder-for-hire arrangement with Allen Yu and cooperating witness You You. At trial, the government introduced evidence concerning Zhang’s alleged negotiations and anticipated compensation. But it presented no evidence that Petitioner participated in those negotiations, attended any meeting at which compensation was discussed, or otherwise knew before the murder that the killing was allegedly being carried out pursuant to a pecuniary-value agreement.

The government's principal cooperating witness, You You, testified that he never discussed payment with Petitioner and never offered him anything of pecuniary value. C.A. App. 314. He further testified that he did not know Petitioner would be involved in the murder until the day the murder occurred, when he arrived in Bayside, Queens, to meet Zhang. C.A. App. 211–12. Remuneration was not discussed at this time.

Nor did the government present any witness who testified that Petitioner was promised compensation, agreed to commit the murder in exchange for compensation, or otherwise participated in any discussions concerning payment before the murder occurred.

Instead, the government's effort to connect Petitioner to the alleged murder-for-hire arrangement relied principally on evidence concerning an expensive wristwatch discussed in Instagram messages approximately seventeen months *after* the murder. C.A. App. 1249–60. With no evidentiary support, the government argued those messages permitted the inference that Petitioner had previously been promised compensation for the killing.

The messages themselves contained no reference to the murder, no indication when any alleged debt arose, and no statement that any agreement to pay Petitioner predated the killing. C.A. App. 1249–60.

The record further established that Petitioner had a longstanding relationship with Zhang, independent of the murder. Christopher Nguyen testified that Petitioner served in numerous roles for Zhang, including as an enforcer, marijuana seller,

protector, and caretaker of Zhang’s vehicles. C.A. App. 742–43. You You similarly described Petitioner as Zhang’s “shooter” who was willing to do “basically anything” for Zhang. C.A. App. 212–13.

The government nevertheless argued that the jury could infer from the watch evidence that Petitioner had entered into a murder-for-hire agreement *before* the murder occurred. The jury convicted Petitioner of conspiracy to commit murder-for-hire and substantive murder-for-hire offenses under § 1958. Because death resulted, Petitioner was sentenced to mandatory life imprisonment. See 18 U.S.C. § 1958(a).

C. Proceedings Below

Following the verdict, defense counsel made an oral motion pursuant to Rule 29 for the court to set aside the verdict, and the court set a scheduled for written briefing. In written post-trial submissions pursuant to Rule 29, Abreu argued that there was no evidence of an agreement to commit murder-for-hire, which was required for a conviction on both counts.

At Petitioner’s sentencing, the district court denied the motion on the record, finding that the circumstantial evidence was sufficient to establish that there was a pre-murder agreement between Petitioner and his co-conspirators. (13a–17a.)

On appeal, Petitioner argued that the government failed to prove the essential quid-pro-quo element required by § 1958. Petitioner argued that the government failed to establish that he agreed to commit murder in exchange for pecuniary value, that any promise or payment was made to induce his participation, or that he knowingly joined a murder-for-hire arrangement.

The Second Circuit Court of Appeals affirmed in a summary order. (1a–7a.) The Circuit concluded that Petitioner’s argument that the government failed to prove he knew of the alleged pecuniary-value arrangement had been raised for the first time in its reply brief and was, therefore, abandoned. (5a.) The Circuit further held that the evidence was sufficient because the jury could infer from Petitioner’s receipt of the expensive watch that he participated in the murder-for-hire arrangement. (6a.)

Petitioner sought panel rehearing and rehearing *en banc*. Petitioner argued that his opening brief repeatedly challenged the government’s failure to prove that he entered into a murder-for-hire agreement and that such a challenge necessarily encompassed whether he knew of and joined any alleged quid-pro-quo arrangement. Petitioner further argued that evidence that he received a watch approximately seventeen months after the murder could not establish that he knowingly entered into a pre-murder murder-for-hire agreement. The Circuit denied rehearing and rehearing *en banc*. (17a.)

This petition follows.

REASONS FOR GRANTING THE PETITION

I. THE DECISION BELOW PERMITS CONVICTION UNDER § 1958 ABSENT ANY PROOF THAT THE DEFENDANT KNEW OF THE PECUNIARY-VALUE AGREEMENT THAT DEFINES THE OFFENSE.

Section 1958 does not criminalize murder generally. Congress instead enacted a narrow statute directed at a particular type of homicide: murder committed “as consideration for the receipt of, or as consideration for a promise or agreement to pay, anything of pecuniary value.” 18 U.S.C. § 1958(a).

The pecuniary-value agreement is not incidental to the offense. It is the defining feature that distinguishes murder-for-hire from ordinary murder.

Courts have consistently recognized the limited scope of the statute. The Second Circuit has explained that § 1958 reaches only “a very limited category of behavior”—situations in which “one party agrees to commit a murder in exchange for another party’s provision (or future promise) of payment.” *United States v. Frampton*, 382 F.3d 213, 217 (2d Cir. 2004). Likewise, the Tenth Circuit has held that the phrase “as consideration for” requires “consideration in the traditional sense of bargained for exchange.” *United States v. Wicklund*, 114 F.3d 151, 154 (10th Cir. 1997). Rejecting an interpretation that would permit conviction based merely on an expectation of economic benefit, the court explained that such a reading would effectively eliminate the statute’s limiting language and transform § 1958 into a far broader murder statute than Congress enacted. *Id.* at 153–55.

Section 1958's text and structure are consistent with this Court's broader *mens rea* jurisprudence. This Court has repeatedly recognized that criminal statutes ordinarily require proof that a defendant knew the facts that make his conduct criminal. *Rehaif v. United States*, 588 U.S. 225, 237 (2019); *Flores-Figueroa v. United States*, 556 U.S. 646, 652 (2009).

Courts interpreting § 1958 have likewise treated knowledge of the payment arrangement as essential to liability. In *United States v. Ritter*, the Ninth Circuit reversed a conviction for conspiracy to commit murder-for-hire because the evidence failed to establish that the defendant knew anyone would be paid to commit the murder. 989 F.2d 318, 321 (9th Cir. 1993). The court explained that “[t]he intent to pay someone to commit murder is therefore a critical element of murder-for-hire” and held that “the evidence was insufficient to find that [the defendant] made an agreement or had the requisite intent” when he was not present at any conversations where the murder-for-hire arrangement was discussed and there was nothing in the record to suggest that he knew about those conversations *Id.* at 321.

The Second Circuit itself has relied upon *Ritter* when discussing the intent requirement under § 1958. In *United States v. Hardwick*, the Second Circuit explained that “[w]hen the defendant is the solicitor of the murder-for-hire, it is the defendant’s intent that controls” and discussed *Ritter* as a case in which liability could not attach because one defendant “did not know anyone was paid to commit the murder.” 523 F.3d 94, 100 (2d Cir. 2008).

Other courts have articulated the same principle. In *United States v. Tolliver*, the Fifth Circuit held that “[t]o convict the defendant of murder-for-hire, the government must have presented evidence from which the jury could conclude that the defendant knew that a payment or promise of payment was part of the agreement.” 400 F. App’x 823, 834–35 (5th Cir. 2010) (citing *Ritter*). The Fifth Circuit affirmed only because the government introduced evidence from which the jury could conclude that the defendant knew of the promised payment. *Id.*

These authorities reflect a straightforward proposition: a defendant cannot knowingly participate in a murder-for-hire scheme *without knowing that the murder is being carried out for hire*. Knowledge of the pecuniary-value agreement is not an ancillary fact. It is knowledge of the very circumstance that transforms an ordinary murder into the specialized federal offense Congress defined in § 1958.

The decision below points in the opposite direction. Petitioner was convicted and sentenced to mandatory life imprisonment even though the government presented no evidence that he participated in any payment negotiations, attended any meeting where compensation was discussed, or was promised compensation before the murder occurred. Critically, the government’s principal cooperating witness testified that he never discussed payment with Petitioner and never gave him anything. C.A. App. 314. He further testified that he did not know Petitioner would be involved in the murder until the day it occurred. C.A. App. 211–12.

The Second Circuit nevertheless affirmed because the jury could infer from evidence that Petitioner later received a wristwatch that he participated in the

murder-for-hire arrangement. (6a.) But evidence that a defendant may later have received something of value is not the same as proof that he knew, before the murder occurred, that it was being committed pursuant to a pecuniary-value agreement.

Whether § 1958 permits conviction without such proof is an important and recurring question concerning the scope of one of the most serious offenses in federal criminal law.

II. THE DECISION BELOW CONFLICTS WITH FUNDAMENTAL PRINCIPLES OF CONSPIRACY AND ACCOMPLICE LIABILITY

This Court has long held that a conspirator must understand the essential nature of the unlawful scheme he joins. *Blumenthal v. United States*, 332 U.S. 539, 557 (1947). Conspiracy liability rests upon a defendant's agreement to pursue the unlawful objective of the conspiracy.

That principle is particularly important where Congress has defined a narrow offense containing a specific aggravating element. The conspiracy charged here was not a generic conspiracy to commit murder. It was a conspiracy to commit murder-for-hire under § 1958. The defining feature of that conspiracy was the alleged pecuniary-value agreement.

A defendant who does not know that the murder is being committed pursuant to such an agreement cannot knowingly agree to participate in a murder-for-hire conspiracy any more than a defendant who lacks knowledge of a narcotics objective can knowingly join a narcotics conspiracy.

The Second Circuit has itself recognized that conspiracy liability requires agreement concerning conduct encompassing all elements of the substantive offense.

See United States v. Frampton, 382 F.3d 213, 219 n.5 (2d Cir. 2004) (citing *United States v. Pinckney*, 85 F.3d 4, 8 (2d Cir. 1996)). Yet the decision below permits conviction absent any proof that Petitioner knew of the very feature that distinguishes a murder-for-hire conspiracy from an ordinary conspiracy to commit murder.

The decision below is likewise difficult to reconcile with this Court’s accomplice-liability jurisprudence. In *Rosemond v. United States*, 572 U.S. 65 (2014), this Court held that an aider and abettor must possess “advance knowledge” of the circumstances constituting the charged offense. *Id.* at 78. The Court explained that a defendant must know enough about the planned crime to make the relevant choice—to participate or withdraw—before the offense is completed. *Id.*

That principle applies here. The circumstance that transforms ordinary murder into murder-for-hire is the existence of a pre-murder pecuniary-value agreement. A participant who does not know that the murder is being committed pursuant to such an agreement lacks the information necessary to decide whether to participate in a murder-for-hire offense as opposed to some other criminal venture.

Whether conspiracy and accomplice liability may be extended in this manner presents an important federal question warranting this Court’s review.

III. THIS CASE IS AN EXCELLENT VEHICLE.

The question presented was squarely raised below.

Petitioner argued in his opening brief that the government “failed to prove beyond a reasonable doubt that Antony Abreu agreed to commit a murder in exchange for something of pecuniary value.” C.A. Br. 4. He further argued that the record was “entirely devoid of any communications between Abreu and Zhang about any murder plan.” *Id.* Finally, he emphasized that there was “no evidence that any promises or payment of any sort—at any time—were made to Abreu.” *Id.* at 37-38.

The Second Circuit nevertheless concluded that Petitioner’s knowledge argument had been raised for the first time in reply. (5a) The Circuit then reached the merits and held that the evidence was sufficient in any event. (6a–7a.)

The question is therefore fully preserved and was actually decided below.

No further factual development is necessary. The issue is purely legal: whether § 1958 permits conviction without proof that the defendant knew the murder was being committed pursuant to a pecuniary-value agreement.

The answer to that question determines whether Petitioner will spend the remainder of his life in federal prison.

CONCLUSION

For the foregoing reasons, Petitioner respectfully requests that this Court issue a writ of certiorari to review the judgment of the Second Circuit Court of Appeals.

Dated this July 22, 2026, in Brooklyn, New York.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. G. Kellman", followed by a long horizontal flourish.

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APPENDIX

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24-2917-cr
United States v. Abreu

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT’S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION “SUMMARY ORDER”). A PARTY CITING TO A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 18th day of March, two thousand twenty-six.

PRESENT: GUIDO CALABRESI,
GERARD E. LYNCH,
SARAH A. L. MERRIAM,
Circuit Judges.

UNITED STATES OF AMERICA,

Appellee,

v.

24-2917-cr

ANTONY ABREU, a/k/a Anthony,

Defendant-Appellant,

ZHE ZHANG, a/k/a Zack; QING MING YU,
a/k/a Allen Yu; and YOU YOU, a/k/a Eddie,

Defendants.

FOR DEFENDANT-APPELLANT: SUSAN KELLMAN, Law Offices of Susan G. Kellman (Sarah Kunstler, Law Office of Sarah Kunstler, *on the brief*), Brooklyn, NY.

FOR APPELLEE: ERIC SILVERBERG, Assistant United States Attorney (Saritha Komatireddy, Devon Lash, Assistant United States Attorneys, *on the brief*), *for* Joseph Nocella, Jr., United States Attorney for the Eastern District of New York, Brooklyn, NY.

Appeal from the November 4, 2024, judgment of the United States District Court for the Eastern District of New York (Amon, *J.*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment is **AFFIRMED**.

Appellant Antony Abreu appeals from the judgment entered by the District Court after a jury convicted him of (1) murder-for-hire conspiracy in violation of 18 U.S.C. §1958(a) and §3551, and (2) murder for hire (or aiding and abetting murder for hire) in violation of 18 U.S.C. §1958(a), §2, and §3551. The District Court sentenced Abreu principally to a term of life in prison. Abreu contends that there was insufficient evidence to convict him on either count because the evidence at trial failed to establish that he entered into an agreement to receive something of pecuniary value in exchange for his role in the murder. He further asserts that the District Court erred in concluding that 18 U.S.C. §1958(a) mandates a sentence of life in prison.

We assume the parties' familiarity with the underlying facts, procedural history, and issues on appeal, to which we refer only as necessary to explain our decision.

BACKGROUND

The evidence at trial established that on February 12, 2019, Xin "Chris" Gu was shot and killed outside a Queens karaoke club by a man who got out of a white Honda that had been parked nearby for about two hours. Abreu was charged as the shooter, and his co-defendant Zhe Zhang was charged as the driver. The government alleged that Allen Yu, Chris Gu's former employer, had ordered the murder of Chris Gu. Allen Yu asked his nephew, co-defendant You You, to recruit Zhe Zhang for the job; Zhe Zhang in turn recruited Abreu to be the trigger man.

You You testified at trial that he contacted Zhe Zhang and explained his uncle's request, and Zhe Zhang agreed "to take the job to kill Chris," and told You You to relay to Allen Yu that "he ha[d] somebody professional to take care of this job." App'x at 158. Zhe Zhang and You You then met with Yu, who explained why he wanted Chris Gu killed, and "then presented what he's going to offer in return of killing [] Chris." App'x at 162. Specifically, Yu told You You and Zhe Zhang that "after [they] kill Chris, he would provide all his real estate connections, his supply connections, perhaps even provide some of these workers, crews," App'x at 162-63, and essentially set them up in business, *see* App'x at 165-66.

On the day they planned to carry out the murder, You You arranged to meet with Zhe Zhang; Zhe Zhang arrived in a white Honda, with Abreu in the passenger seat. *See* App'x at 212-13. You You recognized Abreu because Zhe Zhang had previously

introduced them, describing Abreu as “a serious gangster” and “his shooter.” App’x at 213. At that meeting, You You testified, Abreu reminded Zhe Zhang to get a picture of the target, which Zhe Zhang did and showed to Abreu. *See* App’x at 214.

Later that night, after 2:00 a.m. on February 12, 2019, several gunshots were fired. A white Honda – which was later linked to the one Abreu rode in – fled the scene. The victim, Gu, was found and transported to the hospital, but died from the multiple gunshot wounds. The next day, Zhe Zhang told You You that he and Abreu had “got rid of the car and gun,” and that Abreu was “on hideout.” App’x at 242.

Allen Yu, You You, Zhe Zhang, and Abreu were all indicted for the murder. You You pled guilty and testified at the trials of his co-defendants. Allen Yu and Zhe Zhang were tried together; both were convicted of murder for hire and conspiracy to commit murder for hire. Abreu was tried separately and convicted on the same charges. All three defendants who went to trial were sentenced principally to life terms of imprisonment, and all three appealed. The appeals of Allen Yu and Zhe Zhang were consolidated, and this Court affirmed their convictions and sentences. *See United States v. Zhe Zhang*, 135 F.4th 44, 48 (2d Cir. 2025).

DISCUSSION

I. Sufficiency of the Evidence

Abreu challenges the sufficiency of the evidence against him. “Although we review sufficiency of the evidence claims *de novo*, a defendant mounting such a challenge bears a heavy burden. This is because, in assessing whether the evidence was sufficient to sustain a conviction, we view the evidence in the light most favorable to the

government, drawing all inferences in the government's favor and deferring to the jury's assessments of the witnesses' credibility." *United States v. Harvey*, 746 F.3d 87, 89 (2d Cir. 2014) (citation modified).

The government advances two theories under which the evidence was sufficient to establish that Abreu is guilty of the charged offenses. First, the government contends that Abreu *himself* need not have agreed to receive anything of value, and need not have received anything of value, in exchange for the murder. Rather, because he was convicted of conspiracy and of aiding and abetting a murder for hire, the government contends, Abreu need only have conspired with others to exchange something of value, and aided and abetted others in doing so. In the District Court, Abreu argued that the government could not prevail on this theory because there was no evidence that Abreu *knew* that his co-conspirators had agreed to an exchange of something of value for the murder. *See* App'x at 1279-86. But Abreu did not make such an argument on appeal until his reply brief, and it is therefore abandoned. *See Green v. Dep't of Educ. of City of New York*, 16 F.4th 1070, 1074 (2d Cir. 2021) (explaining that issues raised below but not pursued in opening brief on appeal were abandoned). Abreu does argue that he could not have aided and abetted or conspired in his co-defendants' commission of murder for hire because the payment offered to the co-defendants – in the form of business connections and support – did not constitute a thing of pecuniary value. But in his co-defendants' appeal, we resolved that issue, concluding "that the promise of providing business connections is sufficient to constitute something of pecuniary value within the meaning of the murder-for-hire statute." *Zhe Zhang*, 135 F.4th at 51.

In any event, the evidence was sufficient to support conviction under the government's second theory, which is that Abreu received a luxury watch from Zhe Zhang after the murder, sometime in 2019, in exchange for his participation in the shooting. The government introduced a photo dated February 9, 2020, of Abreu wearing a Richard Mille RM11 designer watch.¹ See Gov't App'x at 429-30. Upon being shown the photo, Abreu testified that he received the watch "in 2019 from Zhe Zhang." Gov't App'x at 372. The government also introduced an Instagram message from Abreu to a third party stating that he had "got paid with" the watch for work, explaining: "Dude owe me 100K so he gave me the watch as payment." App'x at 778. There was no direct evidence that Zhe Zhang gave the watch to Abreu in exchange for the murder, but "[t]he jury could certainly infer that" the watch was payment for the murder, "thus constituting circumstantial evidence of the original agreement." *Zhe Zhang*, 135 F.4th at 50; *see also United States v. Babilonia*, 854 F.3d 163, 176 (2d Cir. 2017) (holding that "co-conspirators' post-agreement course of conduct is circumstantial evidence of [their] specific intent at the time [the crime was arranged] to provide monetary compensation for the murder's completion"). Those inferences are corroborated by You You's testimony that Zhe Zhang described Abreu as "his shooter," App'x at 213, and a lack of evidence suggesting that Abreu had any other motive to kill Gu, whom he "didn't even know," App'x at 801.

¹ A representative of the Richard Mille company identified the watch as a special edition of which only 100 were made and testified that the retail value of the watch was at least \$170,000. See Gov't App'x at 356-57.

“[C]rediting every inference that could have been drawn in the government’s favor, and deferring to the jury’s assessment of witness credibility and its assessment of the weight of the evidence,” we conclude that the evidence was sufficient to support Abreu’s convictions. *United States v. Rosemond*, 841 F.3d 95, 113 (2d Cir. 2016) (citation modified).

II. Mandatory Term of Life Imprisonment

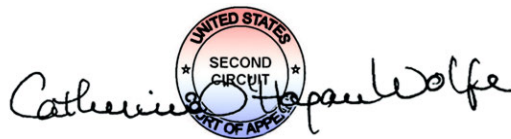
Abreu concedes that his challenge to the sentence of life imprisonment is foreclosed by our recent decision in his co-defendants’ appeal. *See* Reply Br. at 11; *see also Zhe Zhang*, 135 F.4th at 54 (holding “that section 1958(a) imposes a mandatory minimum sentence of life imprisonment”). He does not challenge any other aspect of his sentence. We therefore affirm the sentence imposed by the District Court.

* * *

We have considered Abreu’s remaining arguments and find them to be without merit. For the foregoing reasons, we **AFFIRM** the judgment of the District Court.

FOR THE COURT:

Catherine O’Hagan Wolfe, Clerk of Court

The block contains a handwritten signature in black ink that reads "Catherine O'Hagan Wolfe". Overlaid on the signature is the official seal of the United States Second Circuit Court of Appeals. The seal is circular with a red outer ring containing the text "UNITED STATES" at the top and "COURT OF APPEALS" at the bottom. Inside the ring, the words "SECOND CIRCUIT" are written in blue.

UNITED STATES DISTRICT COURT

Eastern District of New York

UNITED STATES OF AMERICA

v.

Antony Abreu

JUDGMENT IN A CRIMINAL CASE

Case Number: CR22-00208(2)(CBA)

USM Number: 22050-043

Susan Gail Kellman, Esq. (AUSA Devon Lash)

Defendant's Attorney

THE DEFENDANT:

- ☐ pleaded guilty to count(s) _____
- ☐ pleaded nolo contendere to count(s) _____
which was accepted by the court.
- ☒ was found guilty on count(s) One (1) and Two (2) of the Indictment.
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18:1958(a)	Murder for Hire Conspiracy (Class A Felony).	August 2018-February 2019	1
18:1958(a)	Murder for Hire (Class A Felony).	2/12/2019	2

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- ☐ The defendant has been found not guilty on count(s) _____
- ☐ Count(s) _____ ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

10/28/2024

Date of Imposition of Judgment

s/Carol Bagley Amon

Signature of Judge

Carol Bagley Amon, U.S.D.J.

Name and Title of Judge

Date

November 4, 2024

DEFENDANT: Antony Abreu
CASE NUMBER: CR22-00208(2)(CBA)

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of:

Life on counts one (1) and two (2) to run concurrently to each other and to run concurrent to sentence imposed in CR20-48 Southern District of Mississippi.

☒ The court makes the following recommendations to the Bureau of Prisons:

That the defendant be placed in Otisville or the closest federal facility to the New York area.

☐ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at _____ ☐ a.m. ☐ p.m. on _____ .

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on _____ .

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____ , with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: Antony Abreu
CASE NUMBER: CR22-00208(2)(CBA)

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Restitution</u>	<u>Fine</u>	<u>AVAA Assessment*</u>	<u>JVTA Assessment**</u>
TOTALS	\$ 200.00	\$ 1,035,000.00	\$	\$	\$

☐ The determination of restitution is deferred until _____. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss***</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
The Estate of Chris Gu		\$1,035,000.00	\$25.00 per quarter while in custody; 10% of gross monthly income upon release. (Payments to be made to the Clerk of Court).

TOTALS	\$	<u>0.00</u>	\$	<u>1,035,000.00</u>
---------------	----	-------------	----	---------------------

☐ Restitution amount ordered pursuant to plea agreement \$ _____

☐ The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.

** Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.

*** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: Antony Abreu
CASE NUMBER: CR22-00208(2)(CBA)

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

- A ☒ Lump sum payment of \$ 200.00 due immediately, balance due
- ☐ not later than _____, or
☐ in accordance with ☐ C, ☐ D, ☐ E, or ☐ F below; or
- B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or
- C ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F ☐ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- ☒ Joint and Several

Case Number Defendant and Co-Defendant Names (including defendant number)	Total Amount	Joint and Several Amount	Corresponding Payee, if appropriate
22cr00208(1) Qing Ming Yu		1,035,000.00	

- ☐ The defendant shall pay the cost of prosecution.
- ☐ The defendant shall pay the following court cost(s):
- ☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVT A assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.

DEFENDANT: Antony Abreu
CASE NUMBER: CR22-00208(2)(CBA)

ADDITIONAL DEFENDANTS AND CO-DEFENDANTS HELD JOINT AND SEVERAL

Case Number Defendant and Co-Defendant Names (including defendant number)	<u>Total Amount</u>	Joint and Several <u>Amount</u>	Corresponding Payee, <u>if appropriate</u>
22cr00208(4) Zhe Zhang		\$1,035,000.00	

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - - X

UNITED STATES OF AMERICA,	:	22-CR-208(CBA)
	:	
	:	
-against-	:	United States Courthouse
	:	Brooklyn, New York
	:	
ANTONY ABREU,	:	Monday, October 28, 2024
	:	10:00 a.m.
Defendant.	:	

- - - - - X

TRANSCRIPT OF CRIMINAL CAUSE FOR SENTENCING
BEFORE THE HONORABLE CAROL B. AMON
UNITED STATES SENIOR DISTRICT COURT JUDGE

A P P E A R A N C E S:

For the Government: BREON S. PEACE UNITED STATES ATTORNEY

EASTERN DISTRICT OF NEW YORK
271 Cadman Plaza East
Brooklyn, New York 11201

BY:DEVON LASH
GABRIEL PARK
ERIC SILVERBERG
Assistants United States Attorney

For the Defendant: SUSAN KELLMAN, ESQ.
25 Eighth Avenue
Brooklyn, New York 11217

MOSKOWITZ COLSON GINSBERG & SCHULMAN LLP
80 Broad Street - Suite 1900
New York, New York 10004
BY:EYLAN SCHULMAN, ESQ.

Court Reporter: LINDA A. MARINO, OFFICIAL COURT REPORTER
225 Cadman Plaza East/Brooklyn, NY 11201
lindacsr@aol.com

Proceedings recorded by mechanical stenography, transcript
produced by Computer-Aided Transcription.

1 that an innocent person may have been convicted," close
2 quotes, *United States v. Landesman*, 17 F. 4th 298 at 330,
3 Second Circuit, 2021.

4 Defendant first argues that his conviction should be
5 overturned because there was insufficient evidence that the
6 Defendant entered into a promise before the murder to receive
7 anything of pecuniary value in exchange for shooting the
8 victim and that the Defendant received anything of pecuniary
9 value for the murder.

10 The consideration element of the murder for hire
11 requires a bargain for exchange of something of pecuniary
12 value, which is anything of value in the form of money,
13 negotiable instrument, a commercial instrument, or anything
14 else the primary significance of which is an economic
15 advantage. *United States v. Frampton* 382 F. 3d 213 and 218
16 Second Circuit 2004.

17 The Defendant primarily argues that the Government
18 did not present sufficient evidence of a premurder agreement
19 for Abreu to receive the watch or anything of value in
20 exchange for the murder. And the Government is required to
21 establish a premurder agreement.

22 Although the Government presented no direct evidence
23 about a premurder agreement, the law does not require direct
24 evidence to establish guilt beyond a reasonable doubt. A jury
25 may convict on circumstantial evidence alone. *United States*

1 *v. Irving*, 452 F. 3d 110, 117, Second Circuit, 2006.

2 And post agreement conduct by a defendant and his
3 co-conspirators can be circumstantial evidence of the
4 defendant's specific intent at the time he was hired to
5 receive compensation for the murder's completion. *United*
6 *States v. Babilonia*, 854 F. 3d 163 at 176, Second Circuit
7 2017.

8 The evidence at trial showed that the Defendant shot
9 Gu, who was, by all accounts, a stranger to him, and received
10 a Richard Mille watch from Zhang in exchange for carrying out
11 the murder. As evidence of the post murder payment, the
12 Government submitted photographs of the watch owned by Zhang
13 before the murder and the Defendant after the murder.

14 The Government also presented Instagram messages
15 from the Defendant that he received the watch from someone who
16 owed him \$100,000 and gave him the watch as payment for owed
17 work.

18 Lastly, Agent Lin testified that the Defendant
19 confessed in a post arrest interview that he received the
20 watch from Zhang.

21 These circumstances are, therefore, sufficient to
22 establish that there was a premurder agreement between the
23 Defendant and his co-conspirators, or specifically Zhang.

24 As I say, the standard is that I must view all of
25 the evidence in the light most favorable to the Government.

1 And although, as counsel points out, the evidence may not be
2 overwhelming, but viewing it in the light most favorable to
3 the Government I conclude that it's sufficient.

4 Defendant also moves for a new trial based on two
5 alleged statements made by the Government during its rebuttal
6 summation.

7 As I instructed the jury before closing argument,
8 attorney summations themselves do not constitute evidence. I
9 indicated that what they're doing is reviewing with you the
10 evidence presented and advising you what inferences they think
11 you should draw from the evidence. But the summations are not
12 themselves evidence.

13 Nonetheless, Defendant first argues it was
14 inaccurate and misleading when the Government stated Abreu was
15 paid through You You giving money to Zhang and Zhang gave it
16 to the Defendant.

17 The context of this statement on the record,
18 however, reveals this was not a statement about the direct
19 payment for the murder but a payment for a time when Zhang
20 hired Defendant as a bouncer for Allen Yu's annual party the
21 prior year.

22 The Government argued in summation that the
23 Defendant treated the murder like he had treated other jobs in
24 the past where Zhang hired Defendant to do work for You You
25 and Allen Yu. In those prior jobs, the Government argued that

**UNITED STATES COURT OF APPEALS
FOR THE
SECOND CIRCUIT**

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 20th day of May, two thousand twenty-six.

United States of America,

Appellee,

v.

Zhe Zhang, AKA Zack, Qing Ming Yu, AKA Allen
Yu, You You, AKA Eddie,

Defendants,

Antony Abreu, AKA Anthony,

Defendant - Appellant.

ORDER

Docket No: 24-2917

Appellant Antony Abreu filed a petition for panel rehearing, or, in the alternative, for rehearing *en banc*. The panel that determined the appeal has considered the request for panel rehearing, and the active members of the Court have considered the request for rehearing *en banc*.

IT IS HEREBY ORDERED that the petition is denied.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk