

DJG: 2007R00542

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Dennis M. Cavanaugh
v. : Criminal No.
KHAWAR GARDAZI, : Title 18, United States Code,
a/k/a "Sunny" : Sections 1119, 1112(a),
1343 and 2

I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges that:

COUNT ONE

(Foreign Killing of a United States National)

1. At all times relevant to this Information:
 - a. Defendant KHAWAR GARDAZI was a native of Pakistan and a citizen of the United States.
 - b. Nicholas Queune was a citizen of the United States and France.
 - c. N. H. was defendant KHAWAR GARDAZI's brother, a Pakistani citizen and a resident of Pakistan.

d. M. K. was defendant KHAWAR GARDAZI's sister, a Pakistani citizen and a resident of South Africa.

e. W. A. was a Pakistani citizen, a medical doctor and a resident of Lahore, Pakistan.

2. In or about 2005, Nicholas Queune met defendant KHAWAR GARDAZI. Queune was 49 years of age and in good health. GARDAZI was 29 years old. The two men developed a romantic relationship and began residing together in or around April 2005.

3. On or about April 18, 2005, defendant KHAWAR GARDAZI caused Nicholas Queune to place GARDAZI's name on the deed to Queune's residence located in Plainfield, New Jersey. Prior to that time, the residence was owned solely by Queune. The residence had a value of approximately \$500,000.

4. On or about November 7, 2006, defendant KHAWAR GARDAZI met with an attorney (the "Estate Attorney"). The purpose of the meeting was for the Estate Attorney to draw up Nicholas Queune's will and establish the Gardazi Trust. Pursuant to the terms of Queune's will, the Gardazi Trust was to receive Queune's real property and death benefits upon Queune's death. GARDAZI was the sole beneficiary and the executor of the Gardazi Trust.

5. On or about December 6, 2006, defendant KHAWAR GARDAZI caused Nicholas Queune to complete and mail a change of

beneficiary form for Queune's Federal Employees Group Life Insurance policy naming the Gardazi Trust as the sole beneficiary of the policy, which was worth, at that time, approximately \$152,000.

6. On or about December 15, 2006, defendant KHAWAR GARDAZI purchased two round-trip tickets for GARDAZI and Nicholas Queune for a Pakistan International Airlines flight departing from JFK International Airport en route to Lahore, Pakistan on January 6, 2007.

7. On or about December 21, 2006, defendant KHAWAR GARDAZI sent via facsimile a completed change of beneficiary form for Nicholas Queune's Federal Employees Group Life Insurance policy naming the Gardazi Trust as the sole beneficiary of the policy, from New Brunswick, New Jersey to the Thrift Savings Plan, in Birmingham, Alabama.

8. On or about January 6, 2007, Nicholas Queune and defendant KHAWAR GARDAZI boarded a Pakistan International Airlines flight from JFK International Airport en route to Lahore, Pakistan.

9. On or about January 7, 2007, Nicholas Queune and defendant KHAWAR GARDAZI arrived at the Allama Iqbal International Airport in Lahore, Pakistan. There is no record of Queune

ever leaving the country thereafter.

10. On or about January 7, 2007, defendant KHAWAR GARDAZI took Nicholas Queune to a house that had been rented by N.H., which was located in Valenciatown, in Lahore, Pakistan (the "Valenciatown house").

11. On or about January 10, 2007, defendant KHAWAR GARDAZI killed Nicholas Queune at the Valenciatown house when GARDAZI and Queune had a violent argument, during which GARDAZI struck Queune and shoved him, causing him to strike his head and die instantly.

12. On or about January 10, 2007, in an effort to conceal the fact of Queune's death, defendant KHAWAR GARDAZI caused N.H. to drive to farmland north of Lahore, Pakistan, where N.H. disposed of Nicholas Queune's body by burying it in a field.

13. On or about January 10, 2007, in order to profit from Nicholas Queune's death, defendant KHAWAR GARDAZI caused M.K. to place a telephone call to a medical school classmate of hers, W.A. M.K. stated to W.A. that defendant KHAWAR GARDAZI's friend, who had been visiting from America, had died and that M.K. needed W.A.'s assistance in completing a fraudulent death certificate which GARDAZI would prepare.

14. On or about January 13, 2007, defendant KHAWAR GARDAZI met with W.A. and took W.A. to a market near Lahore, Pakistan. Once there, using W.A.'s medical credentials, GARDAZI had two stamps made which he then used in an effort to authenticate the fraudulent death certificate. Although W.A. had not viewed Nicholas Queune's body, and had no knowledge of the circumstances of his death, at GARDAZI's instruction she signed several copies of the fraudulent death certificate and gave all of the copies to GARDAZI. The death certificates W.A. signed were photocopies, bore no seals, original stamps or signatures, and were purported to be signed by a "Dr. Wahida Bano". GARDAZI assured W.A. that he needed the fraudulent death certificates for traveling purposes only, and that he would destroy all of the copies after he had arrived in the U.S.

15. On or about January 15, 2007, defendant KHAWAR GARDAZI placed a telephone call from Lahore, Pakistan to a resident physician ("R.W.") in New Jersey, affiliated with Queune's employer. GARDAZI advised R.W. that Queune had died of cardio pulmonary arrest while the two men were in Lahore, Pakistan. GARDAZI also told R.W. that Queune's body had been cremated in Pakistan. GARDAZI, however, did not notify the U.S. Consulate in Lahore, Pakistan, the French Consulate, or Pakistani authorities of Queune's death.

16. On or about January 17, 2007, defendant KHAWAR GARDAZI flew back to the United States. Upon his return, defendant KHAWAR GARDAZI telephoned the law firm of the Estate Attorney and scheduled an appointment to meet with the Estate Attorney.

17. On or about January 18, 2007, defendant KHAWAR GARDAZI met with the Estate Attorney. At that meeting, GARDAZI produced one of the fraudulent death certificates that W.A. had signed and asked the Estate Attorney to start probate proceedings on Queune's will immediately. The Estate Attorney advised GARDAZI that the death certificate had no legal value and that, as Queune was a U.S. citizen and a French citizen, only the American or French Embassies could issue a certificate confirming Queune's death.

18. On or about March 3, 2007, defendant KHAWAR GARDAZI, who was in South Africa, placed a telephone call to P.Q. in France. During the call, GARDAZI admitted that, while in Pakistan, he and Queune had quarreled, and that he had killed Queune during a struggle during which Queune had struck his head and died. P.Q. asked GARDAZI where his brother's body was, but GARDAZI refused to tell him. GARDAZI then proposed that if P.Q. was willing to call off the police investigation, he would be willing to give up his claim to Queune's assets. P.Q. refused to agree to GARDAZI's request.

19. On or about April 24, 2007, defendant KHAWAR GARDAZI telephoned a second law firm located in Red Bank, New Jersey and stated that he was looking to retain an attorney to assist in the probate of Nicholas Queune's estate.

20. On or about January 10, 2007, in Valenciatown, in Lahore, Pakistan, the defendant,

KHAWAR GARDAZI, a/k/a "Sunny,"

a national of the United States, unlawfully killed Nicholas Queune, a national of the United States, while Nicholas Queune was outside the United States but within the jurisdiction of another country, to wit, Pakistan, without malice, upon a sudden quarrel and heat of passion.

All in violation of Title 18, United States Code, Sections 1119 and 1112(a) and Section 2.

COUNT TWO

(Wire Fraud)

1. Paragraphs 1 through 19 of Count One are hereby realleged and incorporated as though fully set forth herein.

2. From on or about January 10, 2007 to on or about June 18, 2007, in Union County, in the District of New Jersey and elsewhere, the defendant,

KHAWAR GARDAZI, a/k/a "Sunny,"

for the purpose of executing and attempting to execute a scheme and artifice to defraud and to obtain money and property from Nicholas Queune and others by means of materially false and fraudulent pretenses, representations, and promises, did knowingly and willfully cause writings, signs, signals, pictures, and sounds to be transmitted by means of wire communications in interstate and foreign commerce, to wit, by placing a telephone call on or about January 15, 2007 from Lahore, Pakistan, to R.W. in New Jersey regarding the death of Nicholas Queune, for the purpose of fraudulently obtaining the proceeds of Nicholas Queune's estate.

All in violation of Title 18, United States Code, Section 1343 and Section 2.

CHRISTOPHER J. CHRISTIE
UNITED STATES ATTORNEY