

Approved: Lara Pomerantz
RICHARD COOPER/LARA POMERANTZ
Assistant United States Attorneys

Before: THE HONORABLE JAMES L. COTT
United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA

:
: SEALED COMPLAINT

- v. -

: Violations of 18 U.S.C.
: §§ 1546(a), 1029(a)(5),
: 1028A, 1351, and 2

HAMIDUR RASHID,

: COUNTY OF OFFENSE:
: NEW YORK

Defendant.

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SOUTHERN DISTRICT OF NEW YORK, ss.:

ANDREW SINANOGLU, being duly sworn, deposes and says that he is a Special Agent with the United States Department of State ("State Department"), Diplomatic Security Service ("DSS"), and charges as follows:

COUNT ONE
(Visa Fraud)

1. From in or about November 2012, up to and including in or about October 2013, in the Southern District of New York and elsewhere, HAMIDUR RASHID, the defendant, willfully and knowingly did make under oath, and under penalty of perjury under Title 28, United States Code, Section 1746, and did subscribe as true, a false statement with respect to a material fact in an application, affidavit, and other document required by the immigration laws and regulations prescribed thereunder, and did present such application, affidavit, and other document which contained such false statement and which failed to contain any reasonable basis in law or fact, to wit, RASHID submitted and caused to be submitted to immigration authorities an application for nonimmigrant status on behalf of another individual which contained materially false statements.

(Title 18, United States Code, Sections 1546(a) and 2.)

COUNT TWO
(Access Device Fraud)

2. From in or about February 2013, up to and including in or about October 2013, in the Southern District of New York and elsewhere, HAMIDUR RASHID, the defendant, knowingly and with intent to defraud, as part of an offense affecting interstate and foreign commerce, effected transactions, with one or more access devices issued to another person or persons, to receive payment and any other thing of value during a one-year period the aggregate value of which is equal to or greater than \$1,000, to wit, RASHID used a bank card issued to another individual to obtain more than \$1,000 without that individual's permission.

(Title 18, United States Code, Sections 1029(a)(5) and 2.)

COUNT THREE
(Aggravated Identity Theft)

3. From in or about February 2013, up to and including in or about October 2013, in the Southern District of New York and elsewhere, HAMIDUR RASHID, the defendant, knowingly did transfer, possess, and use, without lawful authority, a means of identification of another person, during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c), to wit, RASHID possessed and used unique electronic identification numbers associated with a bank card issued to another individual without that individual's permission during and in relation to the visa fraud and access device fraud offenses charged in Counts One and Two of this Complaint.

(Title 18, United States Code, Sections 1028A(a)(1),
1028A(b), and 2.)

COUNT FOUR
(Fraud in Foreign Labor Contracting)

4. From in or about November 2012, up to and including in or about January 2013, in the Southern District of New York and elsewhere, HAMIDUR RASHID, the defendant, knowingly and with intent to defraud recruited, solicited, and hired a person outside the United States and caused another person to recruit, solicit, and hire a person outside the United States, for purposes of employment in the United States by means of materially false and fraudulent pretenses, representations and promises regarding that employment, to wit, RASHID hired a

person in Bangladesh to be a domestic worker for RASHID's family in the United States by making materially false statements about the wages that the worker would be paid.

(Title 18, United States Code, Section 1351.)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

5. I am a Special Agent with DSS and I have been personally involved in the investigation of this matter. I base this affidavit on that personal experience, as well as on my conversations with other law enforcement agents and witnesses and my examination of various reports and records. Because this affidavit is being submitted for the limited purpose of establishing probable cause for the offenses cited above, it does not include all the facts that I have learned during the course of the investigation. Where the contents of conversations with others are reported herein, they are reported in substance and in part.

OVERVIEW OF THE DEFENDANT'S SCHEME

6. Since in or about September 2013, DSS has been investigating HAMIDUR RASHID, the defendant, who at all times relevant to this Complaint worked at the United Nations in Manhattan, New York (the "UN"). As set forth in further detail below, the investigation has revealed that, in 2012 and 2013, RASHID engaged in visa fraud and fraud in foreign labor contracting in connection with RASHID's hiring of, and obtaining a visa for, a Bangladeshi domestic worker (the "Employee"). Specifically, during the course of the investigation, I have learned the following, among other things:

a. RASHID made false promises about the Employee's salary to the Employee to procure her employment in the U.S. Then, in order to obtain a visa for the Employee, RASHID caused similar false statements about salary to be transmitted to the State Department in the form of an employment contract for the Employee that satisfied State Department requirements for payment of a lawful wage. RASHID then entered into a second employment contract with the Employee with a substantially lower rate of pay, which did not meet State Department requirements. RASHID never provided the second employment contract to the State Department.

b. In 2013, once the Employee was working for RASHID in the U.S., RASHID paid the Employee a substantially

lower amount of pay than was required by either of the two employment contracts.

c. In order to deceive the UN into believing that RASHID was paying the Employee a lawful wage, RASHID created a sham bank account purportedly belonging to the Employee, into which RASHID deposited what would have amounted to a lawful wage. RASHID then provided bank statements to the UN as proof that RASHID was paying the Employee as required. But in fact, RASHID never gave the Employee access to the bank account into which her purported pay was deposited. Instead, RASHID committed identity theft by using the account as his own. He repeatedly used, and allowed his wife to use, the bank card designated for the Employee's account to withdraw money from the account without the Employee's permission. As described below, many of these unauthorized withdrawals by RASHID and his wife were captured by bank surveillance cameras.

BACKGROUND

7. Based on my review of records from the UN, I have learned, among other things, that HAMIDUR RASHID, the defendant, is a citizen of Bangladesh and is employed as a Programme Coordinator at the UN Development Programme in Manhattan, New York. RASHID entered the United States pursuant to a G-4 visa, which is reserved for employees of international organizations and their immediate family.

8. From my review of official databases maintained by the State Department, I have learned that HAMIDUR RASHID, the defendant, enjoys limited diplomatic immunity with respect only to those acts undertaken in his official capacity. As discussed more fully below, based on the nature of the employment at issue, this conduct was not within RASHID's official capacity.

9. From conversations with representatives from the State Department and my review of documents obtained from the State Department, I have learned, among other things, that:

a. G-5 visas are reserved for domestic workers who will be working for G-4 visa holders.

b. G-4 visa holders may obtain G-5 visas for their domestic workers if they meet the requirements set out in 9 Foreign Affairs Manual ("FAM") 41.21 and 41.22.¹

c. The FAM provides that in order to approve a G-5 visa application, the applicant must "receive a fair wage by U.S. and [State] Department standards[.] All full-time, live-in domestic employees must be paid the greater of the prevailing or minimum wage per hour under U.S. Federal and state law, and in the jurisdiction which the domestic will be employed, for all hours on duty." 9 FAM 41.21.

d. The FAM further requires that a State Department employee who evaluates a G-5 visa application must request the applicant's employer to provide a contract "to demonstrate that the employee will receive a fair wage, and that the employee understands his or her duties and rights regarding salary and working conditions." 9 FAM 41.21. The FAM requires that the contract contain a number of provisions, including the following:

i. The time of the normal working hours and the number of hours per week, which for domestic workers is "generally expected" to be 35 to 40 hours per week. The contract also must provide for a minimum of one full day off each week, and must indicate the number of paid holidays, sick days, and vacation days. 9 FAM 41.21.

ii. The hourly wage to be paid to the domestic employee, which "must be the greater of the minimum wage under U.S. Federal and state law, or the prevailing wage for all working hours," as set forth in the Department of Labor's Online Wage Library & Data Center website. 9 FAM 41.21.

iii. "The contract must state that after the first 90 days of employment, all wage payments must be made by check or by electronic transfer to the domestic worker's bank account," to which the employer should not have access. 9 FAM 41.21.

iv. "The contract also must include a statement that the domestic worker's passport and visa will be in the sole possession of the domestic worker." 9 FAM 41.21.

¹ 9 FAM 41.21 and 41.22 set forth the relevant requirements at the time of the offense conduct.

e. The FAM instructs State Department consular officers to deny a G-5 visa application where "the contract does not guarantee a fair wage or working conditions, or [the officer has] evidence that the employer will not comply with the conditions specified in the contract." 9 FAM 41.21.

10. From my review of records from the UN and conversations with representatives from the State Department, I have learned, among other things, that:

a. There is a committee at the UN which is responsible for reviewing and approving requests by UN staff members to apply to the State Department for G-5 visas for their domestic employees.

b. The UN instructs employees who apply for G-5 visas for their domestic workers that State Department and UN regulations require that any person who seeks to obtain a G-5 visa for a domestic employee must agree to pay that employee the local prevailing wage or the minimum wage, whichever is greater.

c. The UN requires that each UN staff member seeking to obtain a G-5 visa for his or her domestic employee submit documents, including a signed and notarized standard contract between the staff member and the proposed domestic employee. The standard contract in force in November 2012 indicated that the prevailing hourly wage for domestic employees in the New York City metropolitan area is \$9.63.

d. The UN also requires that each requesting staff member complete and sign a certification that the staff member has informed the domestic employee of the prevailing wage and minimum wage in the locale in which the employee will be working.

e. The UN has published guidance documents for employees who are seeking G-5 visas for their domestic workers. One such guidance document, a UN Information Circular dated October 11, 2011 and addressed to members of the United Nations staff, provides in part that for all hours worked:

[D]omestic workers who are in the United States in non-immigrant G-5 visa status must be paid the greater of the minimum wage under United States federal and state laws or the prevailing wage in the location where they are employed. The prevailing hourly wage has been established at \$9.63 per hour for the New York City metropolitan area,

exceeding the federal minimum wage of \$7.25 per hour. Effective 28 September 2011, all domestic employees on G-5 visas in the New York City metropolitan area must therefore be paid according to the prevailing wage, that is at a minimum of \$9.63 per hour for all hours worked.

f. If a UN staff member's request to apply for a domestic worker's G-5 visa meets the requirements set forth by the UN and the State Department, the UN transmits a notification to the State Department. The domestic worker must attend an interview at the United States embassy or consulate in the foreign country where the domestic worker lives.

THE DEFENDANT'S FRAUDULENT SCHEME

11. In or about December 2012, HAMIDUR RASHID, the defendant, submitted an application to the UN seeking permission to apply for a G-5 visa on behalf of the Employee, then living in Dhaka, Bangladesh. As part of that application, RASHID submitted a signed contract, dated November 11, 2012, which included a footnote stating that the prevailing hourly wage for domestic employees in the New York City metropolitan area is \$9.63 (the "First Contract"). Based on my review of the First Contract, I know that it also provided, in substance and in part, that:

- a. RASHID would pay the Employee \$420 per week.²
- b. The Employee would work eight hours a day, five days a week, and any hours worked in excess of the normal number of hours worked per week would be paid as overtime hours in accordance with local law.
- c. RASHID would not withhold the passport, visa, copy of the contract, or other personal property of the Employee for any reason.
- d. RASHID would not make any deductions from the Employee's salary for, among other things, food or lodging.

² At 40 hours per week, \$420 per week equates to a rate of \$10.50 per hour.

12. Based on my review of the application and accompanying documents submitted to the UN by HAMIDUR RASHID, the defendant, I know that:

a. RASHID signed a form certifying that he had informed the Employee "that the prevailing wage is \$390/week, and the minimum wage is \$290/week."

b. RASHID also signed an undertaking agreeing to provide records of the Employee's wages, Social Security payments, and health insurance to the UN within three months of the Employee's arrival in the United States.

13. I have obtained records from the State Department, and from my review of those documents and conversations with representatives from the State Department, I have learned, among other things, that:

a. On December 21, 2012, the UN transmitted a notification to the State Department that the application submitted on behalf of the Employee met the requirements set forth by the UN and the State Department.

b. On or about December 30, 2012, an electronic form DS-160, which is a visa application, was submitted through the website for the U.S. Department of State, for a G-5 visa for the Employee. The application indicated that the individual sponsoring the application through the UN was HAMIDUR RASHID, the defendant, and that the Employee would earn \$1,800 in monthly income.³ The application indicated that RASHID assisted the Employee in completing the application.

c. On or about January 8, 2013, the Employee was interviewed by a representative from the State Department at the United States embassy in Dhaka, Bangladesh (the "Embassy Employee"). The Embassy Employee reviewed the Employee's employment contract and verified that the wages the Employee was to be paid were sufficient under State Department guidelines.

d. On or about January 9, 2013, the Employee was issued a G-5 visa.

e. On or about January 19, 2013, the Employee entered the United States.

³ At 40 hours per week, with approximately 4.3 weeks in a month, \$1,800 per month equates to a rate of \$10.47 per hour.

14. Based on my review of law enforcement reports regarding an interview of the Embassy Employee, I have learned, among other things, that the Embassy Employee would not have been authorized to approve the G-5 visa application submitted on behalf of the Employee unless the Embassy Employee had been presented with an employment contract that complied with the requirements of 9 FAM 41.21, including the requirement to pay the G-5 visa applicant at least the greater of prevailing or minimum wage.

15. Based on my review of law enforcement reports regarding interviews with the Employee, as well as my review of documents provided by the Employee, I have learned, among other things, that:

a. In or about November 2012, the Employee began working in the home of HAMIDUR RASHID, the defendant, in Dhaka, Bangladesh as a domestic employee.

b. The Employee was asked by RASHID's wife if the Employee was interested in moving to the United States and working as a domestic employee in the home of RASHID. The Employee was subsequently provided with and signed the First Contract.

c. The Employee went to an interview at the United States consulate in Dhaka, and after the interview, the Employee was given a second, different contract by RASHID (the "Second Contract")..

d. The Second Contract, dated November 30, 2012, was similar in many respects to the First Contract. However, the Second Contract provided, in substance and in part, that RASHID would pay the Employee \$290 per week.⁴ The Employee signed the Second Contract and gave it to RASHID. RASHID permitted the Employee to retain an unsigned copy of the Second Contract.

e. The Employee entered the United States with RASHID in or about January 2013. Upon entry into the United States, RASHID took the Employee's passport and told the Employee, in substance, that he would keep the passport.

⁴ At 40 hours per week, \$290 per week equates to a rate of \$7.25 per hour.

f. The Employee worked as a domestic employee in the home of RASHID in Manhattan, New York. The Employee often worked in excess of eight hours a day, five days a week.

g. At no time prior to October 2013 did RASHID or his wife pay the Employee directly. At various points between January 2013 and July 2013, the Employee's husband in Bangladesh was paid the equivalent of approximately \$600 by RASHID for each month that the Employee worked.⁵ In October 2013, the Employee was paid \$600 in United States currency by RASHID for the Employee's work that month. Neither the Employee nor the Employee's husband was ever paid the equivalent of \$420 per week or the equivalent of \$1,800 per month.

h. After the Employee's arrival in the United States, the Employee was taken by RASHID and another individual not named as a defendant herein to open a bank account. The Employee never deposited any money into, or withdrew any money from, that bank account. The Employee was not given any documents reflecting the bank account information. RASHID kept all account opening documents and the bank card issued in connection with that bank account.

i. At various points during the time the Employee worked for RASHID, RASHID told the Employee, in substance and in part, that (i) if the Employee worked for someone else, the Employee would go to jail and then back to Bangladesh, and (ii) it was illegal for the Employee to work for anyone else.

j. The Employee left RASHID's household on or about October 24, 2013 and has not returned.

16. I have reviewed an English translation of an unsigned version of the Second Contract provided by the Employee, and from that review, I have learned that the Second Contract provides, in substance and in part:

a. The Employee would be paid \$290 per week.

b. For any time worked in excess of forty hours in a week, the Employee would be compensated at a rate of one and a half times the hourly wage.

⁵ At 40 hours per week, with approximately 4.3 weeks per month, \$600 per month equates to a rate of \$3.49 per hour.

c. HAMIDUR RASHID, the defendant, could deduct a maximum of \$75 per week from the Employee's salary for food and lodging.

d. RASHID would not withhold the Employee's passport.

17. From my review of records maintained by the United States Department of Homeland Security, I have learned, among other things, that on or about January 19, 2013, HAMIDUR RASHID, the defendant, and the Employee passed through customs at a New York City airport within one minute of each other.

18. I have obtained records from the bank where an account was opened in the name of the Employee ("Bank-1"), and from my review of those documents, I have learned, among other things, that:

a. On or about February 15, 2013, a bank account was opened in the name of the Employee (the "Employee Bank Account"). The account opening documents include a letter dated January 31, 2013 from HAMIDUR RASHID, the defendant, written on UN stationery and indicating that the Employee was employed by RASHID as a domestic worker and resided at RASHID's apartment.

b. Once each month between approximately March 2013 and October 2013, a check in the amount \$1,680 was deposited into the Employee Bank Account (collectively, the "Monthly Checks"). The Monthly Checks were written from a bank account in the name of RASHID and an individual not named as a defendant herein. Each check contained a notation in the memo line purporting to indicate that it represented one month's salary for the Employee. Other than a \$50 deposit when the Employee Bank Account was opened, the Monthly Checks represent all of the deposits into the Employee Bank Account.

c. Each month between February 2013 and November 2013, money was withdrawn from the Employee Bank Account, purchases were made using a debit card linked to the Employee Bank Account, or both.

d. All the money in the Employee Bank Account was withdrawn or spent by November 2013.

e. I have reviewed images from ATM deposits or withdrawals from the Employee Bank Account on or about June 14, 2013, August 2, 2013, August 8, 2013, August 27, 2013, September 9, 2013, September 13, 2013, September 20, 2013, October 7,


2013, October 21, 2013, and October 25, 2013. By comparing those images to a photograph on file with the State Department for HAMIDUR RASHID, the defendant, I believe that RASHID is the person conducting those transactions. For images of other ATM transactions involving the Employee Bank Account, the individual depicted appears to be RASHID's wife, whose picture I have obtained during the course of this investigation. The Employee does not appear in any of the images for ATM transactions involving the Employee Bank Account.

19. From my review of documents obtained from the UN, I have learned, among other things, that:

a. On October 25, 2013, HAMIDUR RASHID, the defendant, sent an email to another UN employee reporting that the Employee left RASHID's household the previous evening. RASHID attached copies of the Monthly Checks and wrote in his email that they represented "[c]leared checks of the salary payment from Feb 2013 through Sept 2013 (we paid her a monthly salary of \$1680. She arrived in NY with us in NY on 20 January 2013 and took the first 10 days' salary in cash)."

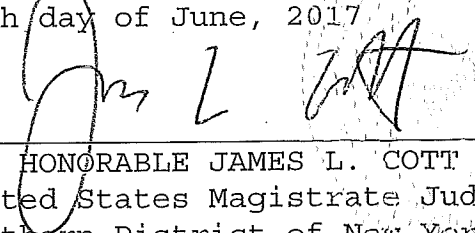
b. RASHID attached a number of documents to that email, including a letter from Bank-1 that, per RASHID's description "shows she [the Employee] is the sole account-holder (she deposited the checks in that account)."

WHEREFORE, I respectfully request that a warrant issue for the arrest of HAMIDUR RASHID, the defendant, and that he be arrested and imprisoned, or bailed, as the case may be.



ANDREW SINANOGLU
Special Agent
United States Department of State
Diplomatic Security Service

Sworn to before me this
19th day of June, 2017



THE HONORABLE JAMES L. COTT
United States Magistrate Judge
Southern District of New York