

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
UNITED STATES OF AMERICA
:
- v. -
:
DEVYANI KHOBRADE,
:
Defendant.
:
----- X

INDICTMENT

14 Cr. **14 CRIM 008**

COUNT ONE
(Visa Fraud)

The Grand Jury charges:

OVERVIEW

1. DEVYANI KHOBRADE, the defendant (“KHOBRADE” or the “defendant”), knowingly made, and caused to be made, multiple false representations and presented, and caused to be presented, false information to U.S. authorities in order to obtain a visa for a personal domestic worker (the “Victim”) whom she planned to bring with her to the United States when she was posted to the Consulate General of India in New York in or about September 2012.

2. KHOBRADE did not want to pay the Victim the required wages under U.S. law or provide the Victim with other protections against exploitative work conditions mandated by U.S. law (and widely publicized to foreign diplomats and government officials). Knowing that if the U.S. authorities were told the truth about the actual terms of her employment agreement with the Victim, KHOBRADE would not have been able to obtain a visa for the Victim, KHOBRADE decided to make false statements to the U.S. authorities.

3. On November 11, 2012, KHOBRAGADE executed a fraudulent employment agreement that made it appear as if KHOBRAGADE had entered into an agreement with the Victim that complied with U.S. labor laws (including, among other things, a wage at the prevailing wage). At KHOBRAGADE's request and direction, this fraudulent employment agreement was submitted to the U.S. Embassy in India in connection with the Victim's visa application on November 14, 2012. The Victim then obtained a visa on the basis of the fraudulent employment agreement.

4. A few days later, on November 23, 2012, KHOBRAGADE had the Victim execute a second agreement setting forth the true terms of employment, which provided for the payment of a legally insufficient wage (a total of 30,000 rupees -- approximately \$573¹ -- per month or \$6,876 per year, regardless of the number of overtime hours). The second agreement lacked other legally required protections for the Victim. In fact, KHOBRAGADE also specifically deleted a provision acknowledging that "Employer [KHOBRAGADE] agrees to abide by all Federal, state and local laws in the U.S.," a provision that was included in the fraudulent employment agreement shown to the U.S. authorities for the purpose of obtaining the Victim's visa. This second agreement, with the actual terms of employment, was never submitted to U.S. authorities. After KHOBRAGADE and the Victim signed the second agreement, they traveled from India to the United States that same night.

¹ Based on the conversion rate set forth in the U.S. Department of Treasury Rates of Exchange Report dated September 30, 2012, available at <http://www.fms.treas.gov/intn.html>.

5. Once in the United States, KHOBRAGADE made the Victim work often up to 100 or more hours per week without a single full day off, which, based on the promised salary of \$573 per month, would result in an actual hourly wage of \$1.42 per hour or less.

6. In or about June 2013, after approximately seven months, the Victim fled from KHOBRAGADE's home. Following the Victim's decision to leave KHOBRAGADE's employ, KHOBRAGADE caused the Victim's family in India to be contacted repeatedly by a relative of KHOBRAGADE's ("Relative-1") and various other individuals in an attempt to persuade the Victim to return to India and not report her experience with KHOBRAGADE.

7. In a July 2013 public filing in India entitled First Information Report, discussed more fully below, KHOBRAGADE acknowledged that she had agreed to pay the Victim only 30,000 rupees per month, contrary to her representations to U.S. authorities. Subsequently, KHOBRAGADE and Relative-1 initiated legal proceedings in India against the Victim and the Victim's husband.

LEGAL REQUIREMENTS FOR DIPLOMATS AND FOREIGN OFFICIALS WHO EMPLOY
DOMESTIC WORKERS

8. KHOBRAGADE's decision to manufacture a fraudulent employment agreement that complied with the requirements of U.S. law demonstrated clearly KHOBRAGADE's knowledge of the applicable legal requirements. KHOBRAGADE had access to applicable U.S. law and widely-available U.S. State Department guidance on the

requirements for obtaining an A-3 visa.² Together, these sources, which are attached as Exhibits A through D, make plain that:

a. The applicant for an A-3 domestic worker visa must be interviewed at the U.S. Embassy and provide proof that the applicant will receive a fair wage sufficient to financially support herself and comparable to that being offered in the area of employment in the U.S.

b. The applicant must submit an employment contract signed by both the employer and employee that contains, among other things, provisions outlining the following:

i. the working hours, with the understanding that workers will normally be required to work 35-40 hours per week;

ii. a minimum of one full day off each week; and

iii. 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. It must also state that wages will be paid either weekly or biweekly by check or electronic transfer to an account accessible by the employee, and that deductions shall not be taken for lodging, medical care, medical insurance, travel, or meals. All overtime work must be paid as required by U.S. local laws.

c. The employment contract must specifically state that the employer agrees to abide by all Federal, State, and local laws in the United States, and that the domestic worker's passport and visa will be in the sole possession of the domestic worker.

² An A-3 visa allows the personal attendants, employees or servants of a principal A-1 or A-2 visa holder (KHOBRA G A D E held an A-1 visa, which is issued to a representative of a foreign government traveling to the U.S. to engage in official business) to enter into the United States.

d. All foreign mission members employing domestic workers must maintain for the duration of actual employment plus three years, a copy of the contract and proof of wage payments, a record of daily and weekly hours worked, including any overtime, and a record of any deductions made.

e. Domestic workers granted A-3 visas are entitled to fundamental rights when employed in the U.S., including:

i. All applicable rights under Federal immigration, labor, and employment law;

ii. To be free of trafficking in persons, extortion, blackmail, and worker exploitation; and

iii. The right to seek redress in United States courts, and the right to report abuse without retaliation.

FACTUAL BACKGROUND

9. In or about September 2012, KHOBRAGADE was living in India and planning to relocate to New York, New York, to serve as Deputy Consul General for Political, Economic, Commercial and Women's Affairs at the Consulate General of India.

10. To that end, on or about September 27, 2012, an electronic form DS-160, which is a visa application, was submitted through the website for the U.S. Department of State's Consular Electronic Application Center, for an A-1 visa for KHOBRAGADE. The visa application for KHOBRAGADE stated that no person assisted KHOBRAGADE in the preparation of the application, which was electronically signed by the applicant, KHOBRAGADE, and filed from a computer or digital device with an identified IP address (the "Khobragade IP Address").

11. In or about October 2012, KHOBRAGADE took steps to secure the services of a live-in childcare provider and housekeeper to work at her home in New York, New York. Among those steps, KHOBRAGADE interviewed the Victim, who also was living in India at the time, as a candidate for the job. At KHOBRAGADE's request, the Victim provided her passport and reference letters. The next day, the Victim and the Victim's husband met KHOBRAGADE and a relative of KHOBRAGADE ("Relative-2") at one of KHOBRAGADE's homes in India (the "Khobragade India Residence"), during which time KHOBRAGADE interviewed the Victim for the job.

KHOBRAGADE AGREED TO TERMS OF EMPLOYMENT FOR THE VICTIM THAT SHE KNEW VIOLATED U.S. LAWS, INCLUDING PAYING FAR LESS THAN THE REQUIRED MINIMUM WAGE

12. KHOBRAGADE told the Victim that KHOBRAGADE was seeking to hire a child care provider who also could handle additional household work at her home in New York. Relative-2 told the Victim that she would work Monday through Friday from 7 a.m. until 12:30 p.m., and from 6:30 until 8:30 pm (which amounts to 7.5 hours per day, 5 days per week, for a total of 37.5 hours per week), and sometimes half a day on Saturday (for a total of 41.5 hours per week). Relative-2 told the Victim that she would have Sundays off and would not be required to work overtime.

13. Initially, KHOBRAGADE offered to pay the Victim just 20,000 rupees per month, which amounted to approximately \$382.04 per month. KHOBRAGADE then offered to pay the Victim 25,000 rupees per month, which amounted to approximately \$469 per month. In a subsequent discussion, however, an oral agreement was reached to pay the Victim 30,000 rupees per month, which amounted to approximately \$573 per month. For a 40-hour work week, that would amount to approximately \$3.33 per hour. For a 72-hour work week, that would amount to

approximately \$1.85 per hour. And for a 94 to 109 hour work week (which, as described below, is what the Victim often worked for KHOBRADE), that would amount to between \$1.22 and \$1.42 per hour. At no time was the Victim told that KHOBRADE would make any deductions from the Victim's salary.

14. KHOBRADE told the Victim that KHOBRADE would apply for a passport for the Victim through the Indian Ministry of External Affairs. The Victim gave KHOBRADE her personal Indian passport (which, as described below, KHOBRADE never returned to the Victim). KHOBRADE told the Victim to expect a call from the United States Embassy in India (the "U.S. Embassy").

KHOBRADE COMPLETES AND SUBMITS THE VICTIM'S VISA APPLICATION

15. On or about October 15, 2012, an electronic form DS-160 was submitted through the website for the U.S. Department of State's Consular Electronic Application Center, for an A-3 visa for the Victim. The A-3 application for the Victim (the "Victim's Visa Application") indicated that the KHOBRADE assisted in the preparation, and that the Victim's Visa Application was submitted from a computer or digital device assigned the Khobrade IP Address.

16. In a section entitled "Temporary Work Visa," the Victim's Visa Application asked for the Victim's "monthly income." KHOBRADE entered \$4,500 for "monthly income," a figure that did not match any actual income figure. It was neither the agreed-upon monthly wages that KHOBRADE had agreed to pay the Victim,(about \$573 per month), nor the Victim's monthly wage that KHOBRADE falsely represented to the U.S. Embassy through the fraudulent employment contract described below (which provided for a monthly wage based on a rate of \$9.75 per hour). Nor did the \$4500 figure reflect KHOBRADE's monthly

income, which was considerably higher given her salary, cost of living stipend, and income from her real estate holdings in India.

KHOBRAGADE CREATES A FAKE EMPLOYMENT CONTRACT TO BE PRESENTED TO
THE U.S. EMBASSY

17. On or about November 1, 2012, the Victim appeared at the U.S. Embassy to be interviewed in connection with the Victim's Visa Application. A U.S. Embassy employee told the Victim she could not be interviewed until she returned with the necessary contract.

18. Knowing that the actual arrangement between KHOBRAGADE and the Victim violated U.S. laws, KHOBRAGADE created a fraudulent employment contract (the "Fake Employment Contract") and had the Victim execute it. KHOBRAGADE also executed the Fake Employment Contract. A copy of the Fake Employment Contract is attached hereto as Exhibit E.

19. KHOBRAGADE provided the Fake Employment Contract to the Victim so that the Victim could present it during the Victim's interview at the U.S. Embassy. Both in form and in substance, the Fake Employment Contract tracked the requirements set forth in the U.S. State Department's public guidance and in the diplomatic notes circulated on this subject.

20. The parties to the Fake Employment Contract were "Dr. Devyani Khobragade (Deputy Consul General – CGI-NY) (hereinafter referred to as the Employer)" and the Victim "(hereinafter referred to as the Employee)."

21. The Fake Employment Contract described the scope of employment as follows: "The Employee will go to the U.S. with the Employer as a domestic employee. The Employer agrees to employ the Employee at or in connection with the Employer's residence in the position(s) of housekeeper and babysitter."

22. Because it was created by KHOBRAGADE solely to deceive the U.S. Embassy during the Victim's interview, it included false statements that made it seem as if KHOBRAGADE's arrangement with the Victim would comply with applicable U.S. laws, when in fact, KHOBRAGADE knew her real arrangement with the Victim would not. Among other things, the Fake Employment Contract included the following provisions:

a. "The Employee will be paid wages at the prevailing or minimum wage rate as required by law, whichever is greater. The expected hourly salary in the U.S. would be \$9.75." These statements were false. As noted above, the actual wage KHOBRAGADE had agreed to pay the Victim would amount to between slightly over \$1 an hour (for 109 hours per week) to slightly over \$3 an hour (for 40 hours per week), an illegally low wage under U.S. laws.

b. "The normal number of hours per week shall be 40 hours." The hours were set forth as follows: off on Sundays, Monday through Friday from 7am to 12pm and 6:30pm-8:30pm, Saturday from 8am to 1pm. These statements were false. As discussed below, KHOBGRAGADE required the Victim to work extremely long hours and, at least in the beginning phase of her employment, to work seven days a week.

c. "Wages shall be paid biweekly by electronic fund transfer to the Employee's bank account. Copies of pay records will be made available without charge to the Employee." These statements were false. As discussed below, the Victim was paid monthly, not biweekly, by electronic fund transfer from Relative-1 to the Victim's bank account in India. Separately, KHOBRAGADE made small cash payments to the Victim, which were deducted from the Victim's salary. KHOBRAGADE did not provide or make available to the Victim paystubs or any other pay records.

d. “The Employee shall be provided a minimum of at least one full day off each week, which day(s) will normally be Sunday.” This statement was false. As discussed below, for the first few months in the U.S., KHOBRADE had the Victim work seven days a week, and even after that, made her work for part of the day on Sunday.

e. “In addition, the Employee will be provided time-off from work, as follows . . . Holidays (With Pay): 7; Sick Days (With Pay): 7; Vacation Days (With Pay): 7.” This statement was false. KHOBRADE did not give the Victim any holidays, sick days, or vacation days. Indeed, on two occasions when the Victim became ill, the Victim was not given a sick day. On one occasion, the Victim had to ask to see a doctor several times before KHOBRADE relented. KHOBRADE told the Victim not to get sick because it was expensive.

f. “The Employer agrees to abide by all Federal, state, and local laws in the U.S.” This statement was false. KHOBRADE knew that her arrangement with the Victim, including the extremely low pay, violated U.S. laws.

g. “The Employee’s passport and visa will be in the sole possession of the Employee.” This statement was false. KHOBRADE took possession of the Victim’s personal passport during their negotiations and, despite several requests, never returned it to the Victim.

23. The Fake Employment Contract is initialed on the first page with the handwritten initials “DK” and the handwritten date 11/11, and is also initialed on the first page by the Victim. The second and final page of the Fake Employment Contract bears the signatures of KHOBRADE, the Victim, and two witnesses.

24. KHOBRAGADE told the Victim that the Fake Employment Contract was a mere formality in order to get the visa, and she coached the Victim to lie to the U.S. official in her interview at the U.S. Embassy. Specifically, KHOBRAGADE told the Victim that the Victim would be questioned about the terms of the Fake Employment Contract at her interview, and that the Victim should lie and say that the Victim would be paid \$9.75 per hour (as described above, domestic workers in New York were required to be paid the prevailing hourly wage of \$9.74 per hour at the time). KHOBRAGADE instructed the Victim to lie and not say anything about actually being paid only 30,000 rupees per month. KHOBRAGADE also instructed the Victim to say that the Victim would work 40 hours per week, and that the Victim's duty hours would be 7 a.m. to 12:30 p.m., and 6:30 p.m. to 8:30 p.m.

KHOBRAGADE'S FRAUD CAUSES THE ISSUANCE OF A VISA FOR THE VICTIM

25. On or about November 14, 2012, the Victim appeared at the U.S. Embassy in connection with the Victim's Visa Application, provided the Fake Employment Contract to the U.S. Embassy employee (the "Embassy Employee"), and as instructed by KHOBRAGADE, represented that the Victim understood that she would make \$9.75 per hour working as a domestic helper in the U.S.

26. Based on the Fake Employment Contract, the Victim's statements as coached by KHOBRAGADE, and the content of the Victim's Visa Application, the Embassy Employee processed the Victim's Visa Application.

27. Notably, the Embassy Employee would not have been authorized to process the Victim's Visa Application absent an employment contract that complied with the requirements of 9 FAM 41.21 and 41.22, as set forth in Exhibit C, including the commitment to pay the A-3 visa

applicant at least the minimum or prevailing wage and the provision that normal working hours would be limited to 40 hours per week.

28. On or about November 15, 2012, and as a direct result of KHOBRAGADE's fraud, including her creation of the Fake Employment Contract, the Victim received an A-3 visa.

THE TRUE EMPLOYMENT CONTRACT WITH ILLEGAL TERMS OF EMPLOYMENT
UNDER U.S. LAWS

29. On or about November 24, 2012, KHOBRAGADE and the Victim were scheduled to take the same flight from India to New York, which was scheduled to depart India at approximately 1:30 a.m. Shortly before leaving for the airport in the evening of November 23, 2012, KHOBRAGADE called the Victim to tell the Victim to come to the Khobragade India Residence. Upon arriving at the Khobragade India Residence, KHOBRAGADE told the Victim that the Victim needed to sign another employment contract (the "True Employment Contract"), which contained the terms that the Victim and KHOBRAGADE had verbally agreed to in October 2012. A copy of the True Employment Contract is attached as Exhibit F.

30. The True Employment Contract is dated November 23, 2012, and appears to be an enlarged and edited version of the Fake Employment Contract, with many of the provisions specifically removed and modified.

31. The parties to the True Employment Contract were identical to those in the Fake Employment Contract: "Dr. Devyani Khobragade (Deputy Consul General – CGI-NY) (hereinafter referred to as the Employer)" and the Victim "(hereinafter referred to as the Employee)."

32. The scope of the Employee's duties was also identical to the Fake Employment Contract: "The Employee will go to the U.S. with the Employer as a domestic employee. The

Employer agrees to employ the Employee at or in connection with the Employer's residence in the position(s) of housekeeper and babysitter.”

33. KHOBRAGADE, however, specifically changed the wage provision. Unlike the Fake Employment Contract, which contained a lawful wage of \$9.75 per hour, KHOBRAGADE changed that term in the True Employment Contract to the following unlawful provision: “The Employee will be paid an expected monthly salary of Rs. 25,000 per month with an additional Rs. 5,000 for overtime, i.e. work on Sunday, after hours and for parties, etc. The maximum salary per month including the overtime allowance will not exceed Rs. 30,000 per month.” As stated above, 30,000 rupees would amount to approximately \$3.33 per hour for a 40-hour work week or between \$1.22 and \$1.42 per hour for a 94 to 109 hour work week (which, as described below, was not unusual for the Victim). And because the agreement provided only for 5,000 rupees (included in the 30,000 rupee total) for an unlimited amount of overtime, the Victim was not eligible for any additional payment regardless of how much additional overtime she worked.

34. For the True Employment Contract, KHOBRAGADE also removed from the Fake Employment Contract the provision that provided: “The normal number of work hours per week shall be 40 hours, including the following normal work hours:” off on Sundays, Monday through Friday from 7 a.m. to 12 p.m. and 6:30 p.m. to 8:30 p.m., Saturday from 8 a.m. to 1 p.m. Instead, with respect to hours, the only term KHOBRAGADE included in the True Employment Contract was: “The Employee shall be provided a minimum of at least one full day off each week, which day(s) will normally be Sunday.”

35. For the True Employment Contract, KHOBRAGADE also removed provisions about time off from work, means or method of payment, holidays, sick days, and vacation days, all in violation of the U.S. State Department requirements and U.S. labor laws.

36. Significantly, for the True Employment Contract, KHOBRAGADE specifically removed the representation in the Fake Employment Contract, as required by the U.S. State Department, that “The Employer agrees to abide by all Federal, state, and local laws in the U.S.”

37. The second and final page of the True Employment Contract bears the signatures of KHOBRAGADE, the Victim, two witnesses, and a notary public.

38. Shortly thereafter, on or about November 24, 2012, KHOBRAGADE and the Victim flew to New York. The True Employment Contract was concealed from and never submitted to U.S. authorities.

KHOBRAGADE ILLEGALLY UNDERPAID AND EXPLOITED THE VICTIM

39. Prior to the Victim’s commencement of her employment for KHOBRAGADE, the Victim had provided KHOBRAGADE with the Victim’s personal passport. KHOBRAGADE never returned the Victim’s passport. On one occasion, in response to the Victim’s question about where her personal passport was, KHOBRAGADE told the Victim that after the Victim completed her three-year term of employment working for KHOBRAGADE, the Victim would then get her personal passport back. As described above, employers are not permitted to keep an employee’s passport under any circumstances.

40. During the Victim’s employment for KHOBRAGADE, the Victim’s work hours typically began at approximately 6:30 a.m. and ended between 9:30 p.m. and midnight, six days per week, plus approximately 4 hours on Sundays (during the first two months, as described below, the Victim worked a full day on Sundays). In other words, the Victim was required to

work approximately 94 to 109 hours per week, with limited breaks for meals or personal calls.

The Victim was routinely called upon at all hours to perform her duties, which included caring for KHOBRAGADE's two children, cooking, and cleaning KHOBRAGADE's home in New York, New York (the "Khobragade U.S. Residence").

41. For approximately the first two months of the Victim's employment, the Victim worked seven days a week. KHOBRAGADE told the Victim that she would not have any days off because the Victim was paid 30,000 rupees per month, which covered overtime hours. After about two months, the Victim requested to be given some time off on Sundays to attend church. KHOBRAGADE permitted the Victim to take time off on Sundays from approximately 10:30 a.m. to 5:30 or 6:30 p.m., only on days when KHOBRAGADE's husband was home. In those instances, the Victim was required to prepare all meals for Sundays in advance, and on Sundays when the Victim returned to the Khobragade U.S. Residence, the Victim was required to work until 9:30 or 10:00 p.m.

42. Beginning in or about February 2013, the Victim told KHOBRAGADE on several occasions that the Victim wished to end the Victim's employment and return to India because the Victim felt she was being mistreated. KHOBRAGADE denied her requests.

43. In or about June 2013, the Victim went to KHOBRAGADE's office at the Indian consulate and said that she could no longer work for KHOBRAGADE because she was unhappy with her low salary, long hours, and harsh work conditions and wanted to go home. The Victim also asked KHOBRAGADE to return the Victim's personal passport so that she could return to India. Once again, KHOBRAGADE denied the Victim's request to end her employment and her request for the return of her personal passport. The Victim, without the financial wherewithal to purchase a return ticket to India, and without her personal passport which had been

withheld by KHOBRAGADE, could not return home to India without KHOBRAGADE's consent. The Victim then asked if she could live outside the Khobragade U.S. Residence, and work for KHOBRAGADE from 7 a.m. to 7 p.m., but KHOBRAGADE again said no, stating that the Victim could not afford to do so on a salary of 30,000 rupees per month. The Victim then asked to be paid \$9.75 per hour, as stated in the Fake Employment Contract, but KHOBRAGADE refused and became angry, saying that that agreement was only a formality created for the purpose of showing the U.S. Embassy Employee.

44. After KHOBRAGADE rejected all of the Victim's requests to end her employment with KHOBRAGADE, have her personal passport returned, and return to her family in India, and having no power or financial ability to return home to India without KHOBRAGADE's assistance, yet unwilling to continue working under the grueling conditions of her employment, on or about June 22, 2013, the Victim left the Khobragade U.S. Residence and did not return. The Victim ultimately turned to a non-profit organization that supports human trafficking victims for assistance.

ESCALATING EFFORTS BY KHOBRAGADE AND OTHERS TO SILENCE AND
INTIMIDATE THE VICTIM AND HER FAMILY AND LIE TO INDIAN AUTHORITIES AND
COURTS

45. Beginning almost immediately after the Victim fled the Mission and her employment, KHOBRAGADE and others took steps to prevent the Victim and her family from communicating with lawyers and authorities outside of India about the experience she had working for KHOBRAGADE.

46. Between June and August 2013, KHOBRAGADE and Relative-1 called the Victim's husband in Delhi, India multiple times to pressure him to locate and disclose the Victim's location. From July through November 2013, KHOBRAGADE took steps to intimidate the

Victim and the Victim's family and to prevent them from initiating any proceedings against KHOBRADE. These steps included taking legal action and causing the Victim's family to be contacted by law enforcement, Relative-1, and others in India.

47. On or about July 8, 2013, the Victim sought the assistance at an office providing legal representation on immigration issues (the "Immigration Office") in New York. At a meeting at the Immigration Office, KHOBRADE and another individual ("Individual-1") demanded that the Victim sign a document (the "Document") that was folded so that the Victim could not read its contents. The Victim refused to sign the Document after an employee of the Immigration Office reviewed the Document and told the Victim that the Document stated, among other things, that the Victim stole from KHOBRADE. The Victim refused to sign the Document because the statement that the Victim stole from KHOBRADE was false. When the Victim asked KHOBRADE what the Victim stole, KHOBRADE responded that the Victim should ask the police.

48. On or about November 19, 2013, based on a public complaint entitled First Information Report (the "FIR") filed in July 2013 by KHOBRADE, an arrest warrant was issued in India charging the Victim with extortion, cheating, and participating in a conspiracy. In the FIR, which is described more fully below, KHOBRADE acknowledged that the agreed-upon salary for the Victim was 30,000 rupees per month, not the salary based on an hourly wage of \$9.75 as represented to the U.S. Embassy at the time of the visa application. The FIR is attached as Exhibit G.

KHOBRAGADE'S EVOLVING STORY

49. On or about July 2, 2013, KHOBRAGADE submitted the FIR to the Indian government against the Victim and the Victim's Husband for fraud, willful deceit, harassment and extortion. In the FIR, KHOBRAGADE stated, in substance and in part, the following:

a. "[The Victim] will come to New York to take care of [KHOBRAGADE's] household work for monthly salary of Rs 30000/- and arrangement of stay and food."

b. On June 18, 2013, the Victim went to KHOBRAGADE's office at Consulate General of India and requested, among other things, to live outside the Khobragade U.S. Residence. In sum and substance, KHOBRAGADE acknowledged denying the Victim's request to live outside of the Mission, which is the Victim's right under U.S. law.

c. After the Victim left KHOBRAGADE's home, KHOBRAGADE questioned the Victim's husband, who stated that he was not aware of her whereabouts. After searching the Victim's room, KHOBRAGADE learned that the Victim had taken most of her belongings and her official passport. KHOBRAGADE did not claim that the Victim had stolen anything from KHOBRAGADE.

50. KHOBRAGADE alleged that the Victim's plan from the outset was to use her position with KHOBRAGADE to gain entry into the U.S. even though the Victim – rather than fleeing KHOBRAGADE's home upon arrival – remained in KHOBRAGADE's home for more than six months. On or about August 19, 2013, KHOBRAGADE filed the Khobragade Motion in the High Court of New Delhi. In the Khobragade Motion, KHOBRAGADE falsely stated that a contract dated November 23, 2012 was signed by the parties and the terms of the Victim's employment for KHOBRAGADE were specifically enumerated therein. KHOBRAGADE then

attached an unsigned and undated version of the Fake Employment Contract and represented that it was a “Copy of Contract dated 23.11.2012 signed between [KHOBRADE] and the [Victim].” But in fact, the Fake Employment Contract had been signed by the parties on November 11, 2012, and it did not actually govern the employer-employee relationship between the parties.

51. KHOBRADE did not provide to the High Court a copy of the True Employment Contract signed on November 23, 2012, which as described above, provided that the Victim would be paid only a monthly salary of 30,000 rupees and lacked other legally required protections. But in direct contradiction to the claim that the terms of the Fake Employment Contract (including a salary of \$9.75 an hour) governed the Victim’s employment, KHOBRADE did attach to the Khobrade Motion the FIR which stated that the Victim would be paid “a monthly salary of 30,000 rupees.”

STATUTORY ALLEGATIONS

52. In or about November 2012, in the Southern District of New York and elsewhere, DEVYANI KHOBRADE, 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, KHOBRADE caused to be submitted to the U.S. Department of State an employment contract that KHOBRADE knew to contain materially false and fraudulent statements, which contract was submitted in support of a visa application filed by KHOBRADE for another individual.

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

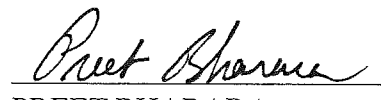
COUNT TWO
(False Statements)

The Grand Jury further charges:

53. In or about November 2012, DEVYANI KHOBRAGADE, the defendant, in a matter within the jurisdiction of the executive branch of the Government of the United States, willfully and knowingly, did falsify, conceal, and cover up by trick, scheme, and device material facts, and made materially false, fictitious, and fraudulent statements and representations, to wit, KHOBRAGADE caused to be submitted to the U.S. Department of State an employment contract that KHOBRAGADE knew to contain materially false and fraudulent statements, which contract was submitted in support of a visa application filed by KHOBRAGADE for another individual, and KHOBRAGADE caused another individual to make statements KHOBRAGADE knew to be materially false, fictitious, and fraudulent, to an employee of the United States Embassy in New Delhi, India, in support of the same visa application.

(Title 18, United States Code, Sections 1001 and 2.)


FOREPERSON


PREET BHARARA
United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

DEVYANI KHOBRAKAGE,

Defendant.

INDICTMENT

14 Cr. _____

(18 U.S.C. §§ 1001, 1546, and 2).

PREET BHARARA

United States Attorney.

