

Clinton Businessmen Going To Prison For ‘Crime of Greed’

Brian Wellner | Posted: Wednesday, April 20, 2011 11:16 pm

Two Clinton, Iowa, men were sentenced to 40 months each in federal prison Wednesday in connection with a visa fraud scam that federal authorities said brought hundreds of workers into the United States illegally.

Fazal Mehmood and Viheet Maheshwari, who have pleaded guilty to a conspiracy to make false statements and commit visa fraud, also face deportation. Mehmood is from Pakistan, and Maheshwari is from India.

“I’ve come to love this country,” the 51-year-old Mehmood, also known as Fazal Awan, said before being sentenced in U.S. District Court in Davenport. “I’m very sad I have to leave. My heart will always be here.”

After crying for several moments, he added, “If I can take it all back, I would.”

Maheshwari said the passion to live the American dream overshadowed his “quality of goodness.”

U.S. District Judge John Jarvey called the case a “crime of greed.”

Mehmood and Maheshwari ran Worldwide Software Services, a company in Clinton. They brought workers into the country from Pakistan and India under H-1B visas.

Prosecutors claim the men became an illegal staffing company for dozens of companies throughout the United States, sponsoring more than 300 foreign nationals to work at their company, charging them illegal expenses to gain visas and then telling them to find their own jobs once they arrived. The men made \$41 million as part of the scam, which lasted from 1997 until their arrest in 2009, prosecutors alleged.

Prosecutor Cliff Cronk called their scam “sophisticated alien smuggling.”

After arriving in Clinton, many of the foreign nationals would be put up in an area hotel, with sometimes six or seven at a time sharing the same apartment, Cronk said.

“I’m not sure I understand this American dream idea,” Cronk said. “I think it’s an American greed idea. You get to lie to the government, cheat your own countrymen and take money from them and keep it. ... The American dream, I think not.”

The men have been incarcerated for 27 months already, in separate facilities.

Maheshwari said that while in jail, he taught an inmate English in exchange for learning Spanish, a few words of which he shared in court.

Maheshwari said more time behind bars will disrupt his family.

But then he pleaded with Jarvey that any additional time be sentenced to him and not to Mehmood. Jarvey handed down the sentences equally.

The FBI conducted the investigation with the help of the U.S. Department of Labor, the Social Security Administration, U.S. Department of Homeland Security and U.S. Immigration and Customs Enforcement.

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CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

| | | |
|------------------------------|---|-------------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | Criminal No. 3:09-cr-24 |
| |) | |
| v. |) | |
| |) | |
| FAZAL MEHMOOD, also known as |) | PLEA AGREEMENT |
| Fazal Awan, |) | (Rule 11(c)(1)(C)) |
| |) | |
| Defendant. |) | |

IT IS HEREBY AGREED by and between the plaintiff, the United States of America, and the defendant, FAZAL MEHMOOD, also known as Fazal Awan, with his attorney, Alfredo Parrish, as follows:

A. PURPOSE AND JOINT NATURE OF AGREEMENT.

1. *Nature of Agreement.* This plea agreement resolves all criminal charges pending against Defendants Vineet Maheshwari, Fazal Mehmood, also known as Fazal Awan, and Worldwide Software Services, Inc. (WWSS), and arising from Defendants'

operation of certain businesses including Worldwide Software Services, Inc. (WWSS), Sana Systems, and Sana Systems, Inc., and involving the application for H1B visas for Defendants Vineet Maheshwari, Fazal Mehmood, also known as Fazal Awan, and for foreign workers, and certain sentencing issues.

2. *Joint Plea Agreement.* This is a joint plea agreement such that it is valid so long as Defendants Fazal Mehmood and Vineet Maheshwari execute plea agreements with the United States and Defendants Fazal Mehmood and Vineet Maheshwari enter pleas

of guilty based upon those agreements. Should any defendant refuse to execute a plea agreement or plead guilty, or later move to withdraw from their respective agreement, or otherwise violate the terms of their respective plea agreement, the plea agreements may be set aside at the election of the United States Attorney.

B. CHARGES

3. *Subject Offenses.* The defendant will waive his right to have this matter re-presented to a federal grand jury and will enter pleas of guilty to an Information charging conspiracy to commit visa fraud and making false statements in violation of 18 U. S. C. §§ 371, 1001, and 1546 (Count 1), and to one count of engaging in a monetary transaction in criminally derived property in violation of 18 U.S.C. § 1957 (Count 2).

4. *No prosecution of certain individuals.* The United States agrees that it will not seek to indict, or otherwise charge Uzma Amin or Shelly Maheshwari for criminal offenses related to the operation of Sana Systems, Sana Systems, Inc., and Worldwide Software Services, Inc., or any other business owned or operated by the defendants, including the offenses presently pending against Defendants Vineet Maheshwari, Fazal Mehmood, also known as Fazal Awan, and WWSS, so long as Defendants Vineet Maheshwari and Fazal Mehmood, also known as Fazal Awan, enter pleas of guilty pursuant to their respective written plea agreements, proceed to sentencing based upon those guilty pleas, and commit no violation of the plea agreements.

5. *No Further Prosecution of Defendants.* The United States of America agrees Defendants Vineet Maheshwari, Fazal Mehmood, also known as Fazal Awan, and

WWSS, will not be charged in the Southern District of Iowa with any other federal criminal offense under Title 8, Title 18, or Title 42, United States Code, arising from or directly relating to this investigation, or based on information now in the government's possession, except for any crimes of violence. This paragraph and this plea agreement do not apply to any criminal offenses occurring after the execution of this plea agreement.

6. *Charges Being Dismissed.* Should the defendants abide by all of the terms and conditions of their plea agreements, the United States Attorney's Office will, at the time of the sentencing hearing in this case, move to dismiss all remaining counts pending against them and will dismiss the charges against WWSS.

7. *Likelihood of Deportation upon conviction.* Defendant understands that, because he is not a citizen of the United States, this plea of guilty will very likely affect his ability to remain in the United States legally, and he may be deported or removed.

C. STATUTORY PENALTIES FOR OFFENSES OF CONVICTION AND DETENTION

8. *Maximum Punishment.* The charge in Count 1 of the Information, that is conspiracy to commit visa fraud and false statements, in violation of 18 U.S.C. §§ 1001, 1546 and 371, is punishable by a maximum term of imprisonment of five (5) years and a fine of not more than \$250,000. The charge in Count 2 of the Information, that is, engaging in a monetary transaction in criminally derived property, is punishable by a maximum term of imprisonment of ten (10) years, a maximum fine of not more than \$250,000, or twice the value of the property involved in the transaction(s), whichever is

greater, or both. A special assessment of \$100.00, and a term of supervised release of up to three (3) years, must be imposed by the sentencing court for Counts 1 and 2.

9. *Continued Detention.* The defendants agree that they will remain in the custody of the United States Marshals Service following the completion of the entry of their guilty pleas to await the imposition of sentence.

D. SENTENCING CONSIDERATIONS

10. *Rule 11(c)(1)(C).* This plea agreement is pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) and both the United States and defendant agree that the sentence to be imposed will be in the range of 18 to 60 months imprisonment followed by a period of supervised release.

11. *Sentencing Guidelines - Factors.* The sentence imposed will be based upon a consideration of the United States Sentencing Commission Guidelines and the statutes that apply to this offense and federal criminal cases in general. Although the provisions of the Sentencing Guidelines are not mandatory, they are advisory, and the parties understand that the district court will consider them, along with the factors set forth in Title 18, United States Code, Section 3553(a), in determining the final sentence. The Sentencing Guidelines establish a sentencing range based upon factors determined to be present in the case, which may include, but are not limited to, the guideline sections deemed to apply to the offense conduct, the relevant conduct attributed to the defendants, the defendants' respective roles in the offenses, the defendants' criminal histories, and to extent to which they have accepted responsibility for their offenses.

12. *Right to Withdraw Plea.* Defendant understands that he may withdraw his guilty plea and from the provisions of this plea agreement only if the Court decides not to accept the binding sentence recommendation.

13. *Evidence at Sentencing.* The defendant, the defendant's attorney, and the plaintiff's attorney will be permitted to make whatever comment and evidentiary offer they deem appropriate at the time of the guilty plea, sentencing, or any other proceeding related to this case, provided such offer or comment does not violate any other provision of this agreement. The parties are free to provide all relevant information to the U. S. Probation Office for use in preparing a presentence report.

14. *Fines/Costs.* Issues relating to fines and/or costs of incarceration are not dealt with in this agreement, and the parties are free to espouse their respective positions at sentencing.

15. *Special Assessment.* The defendant agrees to pay to the United States, through the district court clerk's office, a special assessment of \$100.00 per count of conviction, as required by Title 18, United States Code, § 3013. The defendant agrees to make such payment by the time of the sentencing hearing.

D. FORFEITURE, DISSOLUTION OF THE BUSINESSES, AND DEBARMENT

16. *Forfeiture.* The defendant understands that the Information contains forfeiture provisions in addition to the criminal counts. The defendant agrees that property identified in the allegations of forfeiture, and other property, may be subject to forfeiture to the United States. The parties agree to work to resolve and settle the

forfeiture issues. Defendant agrees to waive a jury trial on all forfeiture issues, and that forfeiture allegations against WWSS may be resolved by the court as if the corporation had been convicted on Count 1 of the superseding indictment. In recognition of the future dissolution of the corporation, the parties agree that the forfeiture action will proceed against the corporation based on this stipulation, but the government will remain obligated to demonstrate that the assets are forfeitable based upon a violation of Count 1. In the event that the criminal forfeiture of corporate assets cannot be legally accomplished due to the dissolution of the corporation, the United States reserves the right to pursue forfeiture of those corporate assets through a civil action. In the event a mutually agreeable resolution of the forfeiture issues cannot be reached by all parties, it is agreed by the parties that the forfeiture issues will be resolved by the district court in accordance with established court procedures for such matters.

17. *Transfer of Assets.* Defendant agrees that he will cooperate with the government by taking whatever steps are necessary to pass clear title to the United States of the property determined by the court, or by agreement of the parties, to be subject to forfeiture including, but not limited to, completing any legal documents required for the transfer of assets to the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, or otherwise made unavailable for forfeiture.

18. *Waiver.* The defendant hereby waives the requirements of Federal Rule of Criminal Procedure 32.2 with respect to the imposition of any forfeiture sanction carried

out in accordance with this Plea Agreement.

19. *Failure to Comply.* The defendant acknowledges that if the district court determines he has intentionally failed to cooperate with any of the foregoing forfeiture provisions, this can be considered at sentencing as a failure to fully accept responsibility for his offense conduct, deemed an obstruction of justice, or possibly a basis for an upward variance or departure.

20. *Dissolution of Businesses.* The defendants, individually and on behalf of WWSS, agree to take all steps necessary to voluntarily dissolve WWSS, Sana Systems, Inc. or any other business operating as a public, private, quasi-public, profit, or non-profit business concern involved in the H1B Visa program, after its corporate affairs can be concluded responsibly. WWSS agrees not to incur any additional indebtedness or other contractual obligations unless necessary to achieve dissolution of the company. The defendants agree that any such contractual obligations and matters involving dissolution of the businesses will be done in conjunction with and with the full knowledge of the United States Attorney's Office. Defendants further agree that the dissolution of the business will not be a bar to any forfeiture.

21. *Voluntary Debarment.* The defendant agrees to: (1) voluntarily terminate and cease participation in the United States as an agent or representative of any foreign national with respect to any matter concerning the U.S. Department of Labor's Foreign Labor Certification programs, including any and all Department of Labor certifications, assistance programs and resources; (2) voluntarily terminate and cease any

participation in the United States as an agent or representative of any employer or foreign nation with respect to any program administered by the U.S. Department of Homeland Security, including the Immigration of Customs Enforcement Service and the Citizenship and Immigration Services, and the application or petitioning for benefits or visas sought or applied for by any foreign national or petitioning employer; (3) to be barred for five years, beginning on the date of their release from the custody of the U. S. Bureau of Prisons, from seeking eligibility, certification, or participation in any foreign worker employment or benefit program administered by the U.S. Department of Labor and U.S. Department of Homeland Security, either directly or indirectly through any other person, or directly or indirectly through transferees, successors, or assignees in interest of Worldwide Software Systems, Inc., Sana Systems, Inc., or any other business operating as a public, private, quasi-public, profit, or non-profit business concern operating in the United States; and (4) to execute any and all documents required by the U.S. Department of Homeland Security or the U.S. Department of Labor to accomplish the agreements reached by the parties herein at any time of the government's choosing. The provisions in this paragraph do not prohibit the defendant from assisting any foreign worker or entity outside the United States with any matter concerning programs administered by the U.S. Department of Labor or U.S. Department of Homeland Security, nor does it prohibit the defendant from seeking or obtaining employment with United States businesses operating outside the United States, nor is it intended to bar the defendant from seeking re-admission to the United States under

prevailing law and regulations for purposes other than employment in the United States.

D. WAIVER OF APPEAL, § 2255, AND RULE 410 RIGHTS

22. *Waiver of Right to Appeal.* The defendant is aware that federal law, including, 28 U.S.C. § 1291, affords a defendant a right to appeal a final decision of the district court and that federal law, specifically, 18 U.S.C. § 3742, affords a defendant a right to appeal the conviction and/or sentence imposed. Understanding those rights, and having thoroughly discussed those rights with his attorney, the defendant knowingly and voluntarily waives the right to appeal any and all issues relating to this agreement and conviction and to the sentence, including any fine or restitution, within the maximum penalties provided in the statutes of conviction, and the manner in which the sentence, including any fine or restitution, was determined, on any ground except for any forfeiture issue, or for any sentencing issue where all parties agree that a mistake of law has been made by the district court, in exchange for the concessions made by the United States in this agreement.

23. *Waiver of Right to Collateral Attack.* Defendants also understand that they have a right to attack their conviction, and/or the sentence imposed, collaterally on the grounds that it was imposed in violation of the Constitution or laws of the United States; that the defendant received ineffective assistance from his attorney; that the Court was without proper jurisdiction; or that the conviction and/or sentence were otherwise subject to collateral attack. Defendants understand such an attack is usually

brought through a motion pursuant to 28 U.S.C. § 2255. The defendant and the defendant's attorney have reviewed Section 2255, and the defendant understands applicable rights under the statute. The defendants' attorneys have fully discussed and explained to them their right to attack the conviction and/or sentence collaterally. Understanding those rights, and having thoroughly discussed those rights with their attorneys, Defendants knowingly and voluntarily waive the right to collaterally attack their convictions and/or sentences for any reason except: the right to seek post conviction relief based on ineffective assistance of counsel if the grounds for such claim are not known to the defendant or were not reasonably known at the time the defendant enters a plea pursuant to this plea agreement. The defendant specifically acknowledges the decision to waive his right to challenge his conviction and sentence was made by him alone. Regardless of any advice the defendant's attorney may have given him, in exchange for the concessions made by the United States in this Agreement, the defendant hereby knowingly and voluntarily waives the right to collaterally attack the conviction and/or sentence as set forth above. The rights waived by the defendant include the right to challenge the amount of any fine or restitution in any collateral attack including, but not limited to, a motion brought under Section 2255.

24. *Effect of Filing an Appeal.* It is a material breach of this Agreement for the defendant to file a petition for post-conviction review of the defendant's conviction or sentence, or to file any notice of appeal or other collateral attack to contest the conviction or sentence in this case for any reason except for those issues identified in

Paragraph 22 above.

25. *Waiver of Rule 410 rights.* Unless the court rejects this plea agreement or the defendant's guilty plea, the defendant waives his rights under Rule 410 of the Federal Rules of Evidence. Upon execution of this agreement and the stipulation of facts, and acceptance of the plea by the court, the defendant understands that his admissions to the court at the time of his plea, and his statements made in the stipulation of facts are admissible against him. Should he fail to plead guilty pursuant to this plea agreement or move to withdraw his plea or to set aside his conviction, his admissions may be used against him in the Government's case-in-chief and otherwise, including during the prosecution of this case.

F. GENERAL MATTERS

26. *Voluntariness of Plea.* The defendant acknowledges voluntarily entering into this plea agreement, and the defendant is pleading guilty because he is guilty. The defendant further acknowledges entering into this agreement without reliance upon any discussions between the United States and himself (other than those described in this plea agreement), without promise of benefit of any kind (other than any concessions contained in this plea agreement), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges understanding the nature of the offenses to which he is pleading guilty, including the penalties provided by law.

27. *Waiver of Trial Rights.* In connection with the defendant's plea of guilty pursuant to this agreement, the defendant acknowledges that he has been informed of,

and understands, the following:

- a. the right of the United States, in a prosecution for perjury or false statement, to use against the defendant any statement that the defendant gives under oath;
- b. the right to plead not guilty, and to persist in that plea;
- c. the right to a jury trial;
- d. the right to be represented by counsel – and if necessary to have the court appoint counsel – at trial and at every other stage of the proceeding;
- e. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses; and
- f. the defendant will have waived these trial rights upon the District Court's acceptance of the defendant's plea of guilty.

28. *Breach of Agreement - Motion to Set aside plea agreement, vacate conviction or Sentence - Use of Information.* If the defendant violates the terms of this plea agreement, including but not limited to, filing any pleading to review the conviction and sentence, the United States has the option to declare the plea agreement, in whole or in part, null and void. In the event the United States exercises this option, the United States may elect to be released from all of its obligations under this plea agreement and the United States may move to vacate the defendant's conviction and/or sentence, and to reinstate any previously dismissed charges against the defendant, bring additional charges, and/or demand the defendant's re-sentencing without the benefit to the defendant of any sentencing concession, guideline concession, or other agreement. In the event the United States exercises its option to declare the plea agreement null and void, the

defendant will not be allowed to withdraw from any previously accepted guilty plea. In addition, if the defendant breaches the terms and conditions of this agreement, the government is free to use against the defendant any statement given by the defendant during his plea colloquy, and statements in Attachment A (Stipulation of Facts) attached hereto, debriefings, interviews or during any testimony. Such statements or testimony may be used against the defendant in any criminal prosecution, including but not limited to prosecutions of the instant offense, perjury, or obstruction of justice.

29. *Limited Scope of Agreement.* This agreement does not limit, in any way, the right or ability of the government to investigate or prosecute the defendant for crimes occurring outside the scope of this agreement. Additionally, this agreement does not preclude the government from pursuing any civil or administrative matters against the defendant, including, but not limited to, civil tax matters and civil forfeiture which arise from, or are related to, the facts upon which this investigation is based.

30. *Entire Agreement.* This plea agreement, and any attachments, constitute the entire agreement between the parties. No other promises of any kind, express or implied, have been made to the Defendant by the United States or by its agents. Any changes to the plea agreement must be in writing and signed by the parties.

31. *Factual Stipulations.* Attached hereto as Attachment "A," and incorporated by reference herein, are factual stipulations entered into between the parties, including the factual stipulations of the defendant's offense conduct relating to each subject offense.

32. *Venue.* Defendant agrees that the offense conduct relating to the subject

offenses was committed, in whole or in part, in the Southern District of Iowa, and that the U. S. District Court, Southern District of Iowa, has proper venue of this agreement.

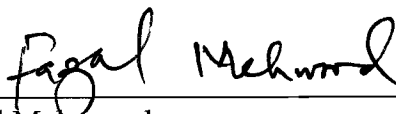
33. *Public Interest.* The Plaintiff and Defendant state this plea agreement is in the public interest and it takes into account the benefit to the public of a prompt and certain disposition of the case and furnishes adequate protection to the public interest and is in keeping with the gravity of the offense and promotes respect for the law.

34. *Execution/Effective Date.* This agreement does not become valid and binding until the Plea Agreement, the Attachment A (Stipulation of Facts), and a Statement by Defendant in Advance of Plea of Guilty are executed by each of the parties and their counsel shown below, and the original documents or copies are received at the United States Attorney's Office, United States Courthouse, Suite 310, 131 East Fourth Street, Davenport, Iowa 5280, (563) 449-5433 (fax). The United States Attorney's Office may withdraw this plea agreement offer at any time prior to its acceptance and execution and receipt of the documents at the United States Attorney's Office.

The undersigned hereby accept and agree to the terms and conditions set forth in this Plea Agreement.

04/30/10

Date



Fazal Mehmood
Defendant

Apr 30, 2010
Date

Alfredo Parrish
Alfredo Parrish
Attorney for defendant
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United States of America

Nicholas A. Klinefeldt
United States Attorney

4/30/2010
Date

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**ATTACHMENT A
STIPULATION OF FACTS**

The undersigned Assistant United States Attorney for and on behalf of the United States of America, plaintiff in the above-captioned matter, Defendant Fazal Mehmood and Defendant's attorney, Alfredo Parrish, hereby stipulate and agree that the following facts are true and correct and may be used by the Court to establish a factual basis for the plea of guilty to be entered by defendant pursuant to the plea agreement, for purposes of sentencing, and for use in any proceedings involving the United States and the defendants:

Count 1- Conspiracy to make false statements and commit visa fraud

1. Regarding the conspiracy, from about 2001 through February 2009, FAZAL MEHMOOD, also known as Fazal Mehmood Awan (Mr. Mehmood), VINEET MAHESHWARI (Mr. Maheshwari), and WORLDWIDE SOFTWARE SERVICES, INC. (WWSS), and their co-conspirators and agents, reached an agreement or came to an understanding to commit crimes in violation of 18 U.S.C. §§ 1001 and 1546(a).

2. Mr. Mehmood and Mr. Maheshwari voluntarily and intentionally joined in the agreement or understanding, either at the time it was first reached or at some later time while it was still in effect.

3. At the time Mr. Mehmood and Mr. Maheshwari joined in the agreement or understanding, they knew the purpose of the agreement or understanding was to file some false Labor Condition Applications with the Department of Labor in order to apply for H-1B visas for non-immigrant foreign workers.

4. While the agreement or understanding was in effect, a person or persons who had joined in the agreement, or a person or persons acting at the direction of Mr. Mehmood and Mr. Maheshwari, knowingly caused to be submitted to the Employment and Training Administration ("ETA"), an agency of the United States, established within the United States Department of Labor, Labor Condition Applications (forms ETA 9035 and 9035E) for non-immigrant workers which contained false representations and/or statements as to the existence of jobs and the work locations and pay for the non-immigrant, foreign workers.

5. Some non-immigrant, foreign workers sponsored by defendants and their businesses were required to pay fees associated with the visa applications and travel expenses or asked to pay their own fees and expenses even though Mr. Mehmood and Mr. Maheshwari knew that this was in violation of federal regulations. At times, these fees or expenses were reimbursed, but not all the time.

6. While completing some of the Labor Condition Applications, the Defendants, or a person or persons who had joined in the agreement, acted with knowledge that statements within the applications were untrue. Within the Labor Condition Applications (forms ETA 9035 and 9035E), there were false statements as to the current existence of jobs and the work locations and pay for the non-immigrant foreign workers. Likewise, some of the forms I-129, petitions for non-immigrant foreign workers, filed by Mr. Mehmood, Mr. Maheshwari, and WWSS contained false information about the current existence of jobs and the work locations for those jobs..

7. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Tahir Ali to work as a program analyst. Instead, Mr. Ali worked as a recruiter for WWSS.

8. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Farrukh Ashan to work in the United States as a program analyst at a specific job for WWSS when there as was no such job. Mr. Ashan worked for WWSS as a recruiter, prepared prospective immigrant workers for interviews, and had other miscellaneous duties.

9. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Melanie Agatep to work for WWSS in the United States as a computer programmer, and this was the representation in her immigration documents. When she arrived in the United States, this job was not available to her. Instead, she worked at WWSS as a secretary.

10. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Vasanta Amin to work for WWSS in the United States as a computer programmer, and this was the representation in his immigration documents. When he arrived in the United States, this job was not available to him. He was without employment for a period of time and was not paid a salary by WWSS while he looked for a job.

11. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Munwar Soomro to work for WWSS in the United States as a software developer, and this was the representation in his immigration documents. When he arrived in the United States, there was no such job. He was without employment for a period of time and was not paid a salary by WWSS while he looked for a job.

12. Mr. Mehmood, Mr. Maheshwari, and WWSS applied through the United States government for Hiten Shah to work for WWSS in the United States as a consultant, and this was the representation in his immigration documents. When he

arrived in the United States, this job was not available to him. He was without employment for a period of time and was not paid a salary by WWSS while he looked for a job.

13. The statements within the Labor Condition Applications were material to the decisions of the ETA; that is, the statements had a natural tendency to influence, or were capable of influencing, the agency's decisions or activities.

14. The statements within the Labor Condition Applications were made under oath and penalty of perjury.

15. The statements within the forms I-129, petitions for non-immigrant foreign workers, were material to the decisions of the United States Citizens and Immigration Services; that is, the statements had a natural tendency to influence, or were capable of influencing, the agency's decisions or activities.

16. The statements within the forms I-129, petitions for non-immigrant foreign workers, were made under oath and penalty of perjury.

Count 2 - Engaging in an illegal monetary transaction

17. On or about December 31, 2008, the defendants, Fazal Awan and Vineet Maheshwari, did cause to be issued and did cause to be deposited a check in the amount of \$20,000 which check was deposited into the trust account of Worldwide Investment Company, LLC, at Clinton National Bank. The \$20,000 constituted money derived from the specified unlawful activity (conspiracy to commit false statements and visa fraud) as set forth in Count 1. The defendants knew that the money was so derived.

18. Defendant certifies that the facts set forth above are true and accurate to the best of his knowledge.

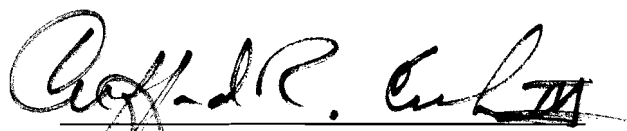
04/30/10
Date

Fazal Mehmood
Fazal Mehmood
Defendant

April 30, 2010
Date

Alfredo Parrish
Alfredo Parrish
Attorney for Defendant

4/30/2010
Date


Clifford R. Cronk III
Assistant U.S. Attorney