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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
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 v. :  
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 MOINUDDIEN AHMED HAMEED : **Mag. No. 03-7111**

I, James J. Tarcco, being duly sworn, state the following is true and correct to the best of my knowledge and belief. From in or about October, 2002, to on or about August 12, 2003, in the District of New Jersey and elsewhere, defendant MOINUDDIEN AHMED HAMEED did:

SEE ATTACHMENT A

In violation of Title 18, United States Code, Section 371.

I further state that I am a Special Agent of the Federal Bureau of Investigation and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.

\_\_\_\_\_  
James J. Tarcco, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

August 13, 2003 in Essex County, New Jersey

HONORABLE SUSAN D. WIGENTON  
UNITED STATES MAGISTRATE JUDGE

\_\_\_\_\_  
Signature of Judicial Officer

ATTACHMENT A

Knowingly and willfully conspire and agree with others to conduct, control, manage, supervise, direct, and own all or part of a money transmitting business which affected interstate and foreign commerce and which was not licensed in the State of New York, where such operation was punishable as a felony under New York State law, contrary to Title 18, United States Code, Section 1960, in violation of Title 18, United States Code, Section 371.

OVERT ACTS

In furtherance of the conspiracy and to effect its unlawful object, defendant MOINUDDEEN AHMED HAMEED and other co-conspirators took the following overt acts, among others, in the District of New Jersey and elsewhere:

On or about August 12, 2003, defendant MOINUDDEEN AHMED HAMEED had a recorded telephone conversation with an individual who was a cooperating witness acting under the direction of federal law enforcement officers ("CW") in which defendant HAMEED and the CW discussed meeting that day so that defendant HAMEED could accept from the CW a cash payment.

ATTACHMENT B

I, James J. Tareco, a Special Agent of the Federal Bureau of Investigation, having conducted an investigation and having spoken with other individuals and reviewed reports, documents, and other material, have knowledge of the following facts:

1. From in or about December, 2001 through on or about August 12, 2003, an individual who was a cooperating witness under the direction of federal law enforcement officers (hereinafter "CW"), engaged in an undercover transaction to purchase shoulder-fired surface-to-air missiles. During this time, the CW, purporting to broker the transaction on behalf of a terrorist group, had numerous audio and video recorded meetings with certain co-conspirators of defendant MOINUDDEEN AHMED HAMEED, and with defendant HAMEED himself. Specifically, the CW had recorded conversations with Hemant Lakhani, a/k/a "Hemad Lakhani," who was acting as a broker in the illegal missile sale by finding and representing the supplier of the surface-to-air missile. The CW also had recorded conversations and meetings with Abraham Yehuda for the purpose of making an initial cash payment toward the purchase of the first "sample" missile. After making arrangements with Lakhani, Abraham, and others, on or about October 16, 2002, the CW made a payment of \$30,000 in cash to Abraham, which money was transferred to Lakhani. On or about August 12, 2003, the CW met with Lakhani for the purpose of arranging the sale of an additional 50 shoulder-fired surface-to-air missiles to the people the CW purportedly represented. Lakhani arranged to have the CW make a cash payment of approximately \$500,000 made through Abraham and defendant HAMEED. The conversations between the CW and the conspirators were spoken primarily in the language of Urdu. Because this Affidavit is submitted for the limited purpose of establishing probable cause to believe that defendant HAMEED committed the offense charged, not all facts and information from the investigation are included. Statements set forth in this Affidavit are set forth in substance and in part and where the original conversations were not in English, the statements set forth herein represent English language translations.

2. In a recorded conversation on or about October 2, 2002, Lakhani informed the CW that a downpayment for the initial missile purchase was necessary to demonstrate to the suppliers of the missile that "we are serious buyers." Lakhani, who was a citizen and resident of the United Kingdom and in London at the time of the conversation, told the CW, who was in the United States at the time of the conversation, that he had someone who "will pick up the money from there and bring it over here." In a

subsequent conversation on or about October 2, 2002, Lakhani reiterated to the CW that this person "will collect it from you and send it over here." The CW verified that they were both talking about a cash payment to be made in the United States. Lakhani told the CW that an individual who had an office located on Broadway in New York City would contact the CW. Lakhani further stated that the CW would be able to verify that he was dealing with the correct individual by using a code.

3. Through numerous recorded conversations in or about October, 2002, Lakhani and Abraham arranged for the CW to make a downpayment of \$30,000 in cash to Abraham at Abraham's office in New York City. The CW was advised to bring only \$100 bills, that the money would be transferred to Lakhani, and that there would be a commission charged by Abraham for the money transmission. The CW was given as a code, or "token number," the serial number of a \$1 bill -- F83616063J -- which bill Abraham was to have in his possession at the time of the transaction in order to confirm that the CW was dealing with the correct person.

4. On or about October 16, 2002, the CW had a recorded meeting with Abraham at 580 5th Avenue, Suite 1206, New York, New York. At the meeting, the CW gave Abraham \$30,000 in cash. Abraham counted the money to verify the amount and provided the CW with a \$1 bill with the serial number, F83616063J, which the CW had been instructed would be the code. Lakhani later confirmed to the CW that he had received the \$30,000 that the CW had given to Abraham.

5. In a recorded conversation on or about October 17, 2002, Lakhani told the CW that he had verified that the CW had given the money to Abraham. Lakhani noted, however, that the five percent commission was still outstanding. Lakhani and the CW discussed different ways Abraham might receive the commission. Lakhani stated that Abraham pays through his Hawala.

6. On or about July 12, 2003, Lakhani traveled to Moscow, Russia to meet with the suppliers of the weaponry and the CW in order to finalize the sale of the missile. On or about July 14, 2003, Lakhani met with the CW and two officers of the Russian Federal Security Service ("FSB"), posing in an undercover capacity as the suppliers, in an office in Moscow. During this meeting, which was audio and video recorded, the FSB Officers showed Lakhani and the CW what appeared to be an actual surface-to-air missile. In reality, no real missile was present. Rather, unbeknownst to Lakhani, law enforcement had infiltrated the deal and substituted a replica of a surface-to-air missile for a real weapon. During meetings in Russia in July, 2003, the

FSB Officers showed the CW and Lakhani the replica missile packaged for shipment by sea to the United States, indicating that the missile would leave the port in St. Petersburg, Russia that week. Also during the meetings in Russia in or about July, 2003, Lakhani discussed with the CW and the FSB Officers a larger deal for the purchase of 50 surface-to-air missiles by the individuals the CW purportedly represented. Lakhani indicated that the deal could be completed in August, 2003 and that an advance payment would be required.

7. In recorded conversations in early August, 2003, Lakhani agreed to travel to New Jersey to verify that the first missile had arrived safely in the United States and to take additional steps to effectuate the 50 missile deal, including meeting with the individuals whom the CW purported to represent and making arrangements for payment for the missiles. With regard to the payment arrangements, Lakhani indicated that they could use Abraham and another individual who would be in New York. The CW was told that they would once again use the serial number of a dollar bill as a code for the transaction. Lakhani confirmed for the CW that the money transaction would remain secret.

8. On or about August 12, 2003, Lakhani met with the CW in a recorded meeting in Newark, New Jersey. Lakhani told the CW that Abraham and defendant HAMEED were at Abraham's New York office and would handle the initial payment due in connection with the 50 missile purchase, which was expected to be approximately \$500,000. During the meeting, Lakhani told the CW that he was going to call defendant HAMEED about accepting the cash payment later that same day and had several telephone conversations about the financial transaction. During the meeting, the CW received a telephone call from defendant HAMEED about the money transaction.

9. On or about August 12, 2003, after the meeting with Lakhani, the CW had a recorded telephone conversation with defendant HAMEED. Defendant HAMEED stated that he was in the lobby of the building where Abraham's office was located and was awaiting the CW's arrival with the money. When the CW asked defendant HAMEED about the code, defendant HAMEED stated that he did not have the dollar bill with him but that it was in Abraham's office.

10. Later on or about August 12, 2003, law enforcement officers found defendant HAMEED at Abraham's office in possession of a \$1 bill bearing the serial number that had been given to the CW as a code for the money transaction. Defendant HAMEED stated to law enforcement officers, in substance and in part, that he

knew that the CW was to deliver money to himself and Abraham, that he and Abraham were to count the money and await further instructions with regard to transferring the money, and that he knew that he was doing something wrong.

11. Regulatory authorities in New York and New Jersey have indicated that a check of their records indicates that no license to operate a money transmitting business has been issued in the names of Yehuda Abraham or Ambuy Gem Corp.