


Approved:



Alexandra S. Messiter
Assistant United States Attorney

Before:

THE HONORABLE ONA T. WANG
United States Magistrate Judge
Southern District of New York

UNITED STATES OF AMERICA

v.

RAWINDER DHILLON, and
AMNINDER SINGH,

Defendants.

SEALED COMPLAINT

Violations of 18 U.S.C. §§ 1349,
1028A(a)(1), 1028A(b), and 2

COUNTY OF OFFENSE:
NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss.:

KENNETH HOSEY, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation (“FBI”), and charges as follows:

COUNT ONE
(Conspiracy to Commit Wire Fraud)

1. From at least in or about August 2020 through at least in or about February 2022, in the Southern District of New York and elsewhere, RAWINDER DHILLON and AMNINDER SINGH, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

2. It was a further part and object of the conspiracy that RAWINDER DHILLON and AMNINDER SINGH, the defendants, and others known and unknown, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, DHILLON and SINGH obtained funds administered by the New York State Governor’s Office of Storm Recovery by means of false and fraudulent pretenses and representations, including by electronic communications transmitted into the Southern District of New York.

(Title 18, United States Code, Section 1349.)

COUNT TWO
(Aggravated Identity Theft)

3. From at least in or about August 2020 through at least in or about February 2022, in the Southern District of New York and elsewhere, RAWINDER DHILLON and AMNINDER SINGH, the defendants, transferred, possessed, and used, 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, DHILLON and SINGH used, and aided and abetted the use of, the signatures of other persons in connection with the conspiracy to commit wire fraud violation charged in Count One of this Complaint.

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

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

4. I am a Special Agent with the FBI, and I have been personally involved in the investigation of this matter. This affidavit is based upon my conversations with other law enforcement officers, my examination of reports and records, and my involvement in this investigation. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

5. As set forth below, there is probable cause to believe that RAWINDER DHILLON and AMNINDER SINGH, the defendants, participated in a scheme to submit fraudulent bonds to the New York State Governor's Office of Storm Recovery in order to obtain payment in connection with construction projects funded by the United States Department of Housing and Urban Development.

Background

6. Based on my participation in this investigation and my review of documents and publicly-available materials from the New York State Governor's Office of Storm Recovery, I have learned the following:

a. The New York State Governor's Office of Storm Recovery ("GOSR") was established in 2013 – following the occurrence of Hurricane Irene, Tropical Storm Lee, and Superstorm Sandy – to centralize recovery and rebuilding efforts in impacted areas of New York State. GOSR utilizes federal funding to provide aid for housing recovery, small businesses, community reconstruction, and infrastructure. GOSR is organized under the New York State Housing Trust Fund Corporation ("HTFC"). GOSR is located in New York, New York.

b. GOSR is responsible for administering, among other things, United States Department of Housing and Urban Development ("HUD") Community Development Block Grant - National Disaster Resilience ("CDBG-NDR") funds allocated to New York State. CDBG-NDR funds are intended to support disaster recovery and long-term community resilience.

c. In connection with the administration of CDBG-NDR funds, the HTFC disseminated invitations to bid in order to solicit bids from prequalified vendors for certain construction projects in support of recovery and redevelopment for properties impacted by Hurricane Irene, Tropical Storm Lee, and/or Superstorm Sandy, including construction projects pertaining to the Channel Park Homes, located in the vicinity of 500 Center Street in Long Beach, New York (the “Long Beach Project”); Inwood Gardens, located in the vicinity of 255 Lawrence Avenue in Inwood, New York (the “Inwood Gardens Project”); and Mill River Gardens, located in the vicinity of 2900 Rockaway Avenue in Oceanside, New York (the “Mill River Gardens Project”) (collectively, the “Construction Projects”).

7. Based on my review of documents and information provided by GOSR, I have learned the following:

a. RAWINDER DHILLON and AMNINDER SINGH, the defendants, owned and operated a construction company based in Staten Island, New York (“the Construction Company”).

b. On or about May 10, 2018, the Construction Company entered into an agreement with the HTFC (“the Construction Agreement”), pursuant to which the Construction Company was approved as a prequalified vendor for HTFC construction projects. The Construction Agreement was signed on behalf of the Construction Company by DHILLON.

c. Pursuant to the Construction Agreement, the Construction Company agreed to provide bid guarantees such as bid bonds from a surety (meant to ensure that, upon acceptance of its bid, a construction company would execute the necessary contractual documents within the required time period) along with its bids for construction projects. Further, pursuant to the Construction Agreement, the Construction Company agreed that, if required by the applicable work order for a given construction project, the Construction Company would obtain surety performance bonds (meant to ensure satisfactory completion of a construction company’s contractual obligations) and payment bonds (meant to ensure payment by a construction company to subcontractors and/or vendors supplying labor and/or materials).

Overview of the Fraudulent Bond Scheme

8. Based on my participation in interviews with witnesses and my review of emails and other documents, I have learned the following:

a. The Construction Company submitted bids to GOSR in connection with each of the Construction Projects.

b. In connection with the Construction Company’s bid for the Inwood Gardens Project, in or about August 2020, RAWINDER DHILLON, the defendant, submitted to GOSR – via an email copying, among others, AMNINDER SINGH, the defendant – a document purporting to be a bid bond for the Inwood Gardens Project. Further, in connection with the Construction Company’s bid for the Mill River Gardens Project, in or about September 2020, an office manager for the Construction Company (“Office Manager-1”) submitted to GOSR – via an email on which DHILLON and SINGH were copied – a document purporting to be a bid bond for the Mill River Gardens Project (collectively with the Inwood Gardens Project bid bond, the “Fraudulent Bid

Bonds”). The Fraudulent Bid Bonds purported to contain the signatures of two representatives of an insurance broker (“Broker-1”). In addition, the Inwood Gardens Project bid bond contained a signature by SINGH on behalf of the Construction Company.

c. After submitting its bids, the Construction Company was awarded contracts in connection with each of the Construction Projects. The work orders for each of the Construction Projects required the Construction Company to obtain performance bonds and payment bonds for each project.

d. In or about April 2021, Office Manager-1 sent to GOSR – via emails on which DHILLON and SINGH were copied – documents purporting to be the requisite performance bonds and payment bonds for the Construction Projects (collectively, “the Fraudulent Payment and Performance Bonds”). Each of the Fraudulent Payment and Performance Bonds contained a signature by DHILLON on behalf of the Construction Company. In addition, each of the Fraudulent Payment and Performance Bonds purported to contain the signature of a representative of an insurance broker (“Broker-2”) and of a notary (“Notary-1”).

e. In or about February 2022, a subcontractor (“the Subcontractor”) that had contracted with the Construction Company to perform roofing work in connection with the Long Beach Project contacted GOSR to report that the Construction Company had failed to pay the Subcontractor for work that the Subcontractor had performed. In response, among other things, GOSR provided the Subcontractor with a copy of one of the Fraudulent Payment and Performance Bonds (“Bond-1”), so that the Subcontractor could obtain payment from the insurance carrier. However, when the Subcontractor contacted Broker-2 to obtain payment from the insurance carrier, Broker-2 informed the Subcontractor, in substance and in part, that Broker-2 had no record of issuing Bond-1 and that Bond-1 was fraudulent.

f. Broker-2 thereafter informed GOSR, in substance and in part, that Broker-2 had no record of issuing any of the Fraudulent Payment and Performance Bonds and that each of the Fraudulent Payment and Performance Bonds were fraudulent. Similarly, Notary-1 informed law enforcement agents that, in substance and in part, the signatures on the Fraudulent Payment and Performance Bonds were not her signatures.

g. In addition, the two representatives of Broker-1 whose signatures were purportedly contained on the Fraudulent Bid Bonds informed law enforcement agents that, in substance and in part, they were not employed by Broker-1 at the time when the Fraudulent Bid Bonds were purportedly issued and, accordingly, could not have signed or issued the Fraudulent Bid Bonds on behalf of Broker-1.

The Long Beach Project

9. Based on my participation in interviews with witnesses, information provided by GOSR, and my review of emails and other documents, I have learned the following:

a. On or about July 6, 2020, the HTFC disseminated an invitation to bid in connection with the Long Beach Project.

b. On or about July 27, 2020, the Construction Company submitted its bids to perform work in connection with the Long Beach Project.¹ On or about August 7, 2020, GOSR notified the Construction Company that the Construction Company had been awarded the general construction, electrical, and plumbing contracts for the Long Beach Project.

c. On or about September 11, 2020, the Construction Company entered into a contract with the Subcontractor, pursuant to which the Construction Company agreed to pay the Subcontractor to perform roofing work in connection with the Long Beach Project. The contract was signed on behalf of the Construction Company by AMNINDER SINGH, the defendant.

d. In connection with the Long Beach Project, the Construction Company enlisted Broker-2 to try to obtain the requisite performance bonds and payment bonds; Broker-2, in turn, enlisted another insurance brokerage firm (“Broker-3”) that would interact directly with insurance carriers to try to obtain the bonds. However, Broker-3 was unable to obtain performance bonds and payment bonds for the Construction Company in connection with the Long Beach Project. On or about February 24, 2021, Broker-3 informed Broker-2 that, in substance and in part, it was electing to close out its file rather than continue to attempt to obtain bonds for the Construction Company. Accordingly, Broker-2 informed RAWINDER DHILLON, the defendant, that, in substance and in part, it was unable to obtain the requisite performance bonds and payment bonds for the Construction Company.

e. On or about April 9, 2021, Office Manager-1 sent an email to DHILLON and SINGH with the subject line, “Bonds.” The email stated, in part: “Please review ALL pages. The one with the notary – get that done and sign the rest. I will scan these in black and white when I have all signatures to make any issues less noticeable. Please look over everything – thanks.” Attached to the email were the Fraudulent Payment and Performance Bonds pertaining to the Long Beach Project, bearing the purported signature of the representative of Broker-2 but not yet bearing the purported signature of Notary-1 or the signature of DHILLON on behalf of the Construction Company.

f. Subsequently, on or about April 12, 2021, Office Manager-1 sent an email to a representative of GOSR, copying DHILLON and SINGH, attaching, among other things, the Fraudulent Payment and Performance Bonds pertaining to the Long Beach Project, bearing the purported signature of the representative of Broker-2, the purported signature of Notary-1, and the signature of DHILLON on behalf of the Construction Company. On or about April 13, 2021, Office Manager-1 sent another email to a representative of GOSR, copying DHILLON and SINGH, attaching, among other things, additional Fraudulent Payment and Performance Bonds pertaining to the Long Beach Project, bearing the purported signature of the representative of

¹ Based on my review of documents provided by GOSR, I have learned that GOSR was provided by the Construction Company with a document purporting to be a bid bond for the Long Beach Project, which contains a signature by SINGH on behalf of the Construction Company and purports to contain the signatures of two representatives of Broker-1. However, based on my participation in witness interviews, I have learned that the two representatives of Broker-1 whose signatures were purportedly contained on the Long Beach Project bid bond have informed law enforcement agents that, in substance and in part, they were not employed by Broker-1 at the time when the Long Beach Project bid bond was purportedly issued and, accordingly, could not have signed or issued the Long Beach Project bid bond on behalf of Broker-1.

Broker-2, the purported signature of Notary-1, and the signature of DHILLON on behalf of the Construction Company.²

g. Following the submission of the Fraudulent Payment and Performance Bonds pertaining to the Long Beach Project, GOSR made approximately \$5,000,610.86 in payments to the Construction Company between approximately May 2021 and October 2021 in connection with the Long Beach Project.

h. In or about February 2022, as described above, the Subcontractor – which had not been paid approximately \$800,000 that it was owed by the Construction Company in connection with work it had performed for the Long Beach Project – was provided by GOSR with Bond-1, so that the Subcontractor could obtain payment from the insurance carrier. However, when the Subcontractor contacted Broker-2 to obtain payment from the insurance carrier, Broker-2 informed the Subcontractor, in substance and in part, that Broker-2 had no record of issuing Bond-1 and that Bond-1 was fraudulent. Subsequently, Broker-2 informed GOSR, in substance and in part, that Broker-2 had no record of issuing any of the Fraudulent Payment and Performance Bonds and that each of the Fraudulent Payment and Performance Bonds were fraudulent. Similarly, Notary-1 informed law enforcement agents that, in substance and in part, the signatures on the Fraudulent Payment and Performance Bonds were not her signatures.

i. Accordingly, on or about February 20, 2022, GOSR terminated its contract with the Construction Company in connection with the Long Beach Project.

The Inwood Gardens Project

10. Based on my participation in interviews with witnesses, information provided by GOSR, and my review of emails and other documents, I have learned the following:

a. On or about July 13, 2020, the HTFC disseminated an invitation to bid in connection with the Inwood Gardens Project.

b. On or about August 7, 2020, RAWINDER DHILLON, the defendant, sent an email to GOSR – copying, among others, Office Manager-1 and AMNINDER SINGH, the defendant – submitting the Construction Company’s bid to perform work in connection with the Inwood Gardens Project. Attached to this email was, among other things, a document purporting to be a bid bond for the Inwood Gardens Project. The Inwood Gardens Project bid bond contained a signature by SINGH on behalf of the Construction Company and purported to contain the signatures of two representatives of Broker-1. However, the two representatives of Broker-1 whose signatures were purportedly contained on the Inwood Gardens Project bid bond have informed law enforcement agents that, in substance and in part, they were not employed by

² The email sent by Office Manager-1 on or about April 12, 2021 attached, among other things, three sets of Fraudulent Payment and Performance Bonds pertaining to the Long Beach Project, with each set containing one fraudulent payment bond and one fraudulent performance bond. However, two of these sets of Fraudulent Payment and Performance Bonds appeared to be duplicates. In the email sent by Office Manager-1 on or about April 13, 2021, one of the duplicates appears to have been replaced with a different set of Fraudulent Payment and Performance Bonds. Thus, it appears that the April 12, 2021 email inadvertently included duplicate bonds, which error the April 13, 2021 email corrected.

Broker-1 at the time when the Inwood Gardens Project bid bond was purportedly issued and, accordingly, could not have signed or issued the Inwood Gardens Project bid bond on behalf of Broker-1.

c. On or about August 17, 2020, GOSR notified the Construction Company that the Construction Company had been awarded the electrical contract for the Inwood Gardens Project.

d. In connection with the Inwood Gardens Project, the Construction Company contacted Broker-2 in order to obtain the requisite bonds, and Broker-2 requested additional information from the Construction Company, including financial information. However, the Construction Company did not obtain bonds from Broker-2 in connection with the Inwood Gardens Project.

e. Notwithstanding the foregoing, on or about April 16, 2021, Office Manager-1 sent an email to a representative of GOSR, copying DHILLON and SINGH, attaching, among other things, Fraudulent Payment and Performance Bonds pertaining to the Inwood Gardens Project, bearing the purported signature of the representative of Broker-2, the purported signature of Notary-1, and the signature of DHILLON on behalf of the Construction Company.

f. Following the submission of the Fraudulent Payment and Performance Bonds pertaining to the Inwood Gardens Project, GOSR made approximately \$288,481.71 in payments to the Construction Company between August 2021 and October 2021 in connection with the Inwood Gardens Project.

g. Subsequently, as described above, Broker-2 informed GOSR, in substance and in part, that Broker-2 had no record of issuing any of the Fraudulent Payment and Performance Bonds and that each of the Fraudulent Payment and Performance Bonds were fraudulent. Similarly, Notary-1 informed law enforcement agents that, in substance and in part, the signatures on the Fraudulent Payment and Performance Bonds were not her signatures.

h. Accordingly, on or about February 20, 2022, GOSR terminated its contract with the Construction Company in connection with the Inwood Gardens Project.

The Mill River Gardens Project

11. Based on my participation in interviews with witnesses, information provided by GOSR, and my review of emails and other documents, I have learned the following:

a. On or about July 28, 2020, the HTFC disseminated an invitation to bid in connection with the Mill River Gardens Project.

b. On or about September 2, 2020, Office Manager-1 sent an email to GOSR – copying RAWINDER DHILLON and AMNINDER SINGH, the defendants – submitting the Construction Company’s bid to perform work in connection with the Mill River Gardens Project. Attached to this email was, among other things, a document purporting to be a bid bond for the Mill River Gardens Project. The Mill River Gardens Project bid bond purported to contain the signatures of two representatives of Broker-1. However, the two representatives of Broker-1 whose signatures were purportedly contained on the Mill River Gardens bid bond have informed

law enforcement agents that, in substance and in part, they were not employed by Broker-1 at the time when the Mill River Gardens bid bond was purportedly issued and, accordingly, could not have signed or issued the Mill River Gardens bid bond on behalf of Broker-1.

c. On or about April 16, 2021, Office Manager-1 sent an email to a representative of GOSR, copying DHILLON and SINGH,³ attaching, among other things, Fraudulent Payment and Performance Bonds pertaining to the Mill River Gardens Project, bearing the purported signature of the representative of Broker-2, the purported signature of Notary-1, and the signature of DHILLON on behalf of the Construction Company.

d. Following the submission of the Fraudulent Payment and Performance Bonds pertaining to the Mill River Gardens Project, GOSR made approximately \$115,607.16 in payments to the Construction Company between August 2021 and October 2021 in connection with the Mill River Gardens Project.

e. Subsequently, as described above, Broker-2 informed GOSR, in substance and in part, that Broker-2 had no record of issuing any of the Fraudulent Payment and Performance Bonds and that each of the Fraudulent Payment and Performance Bonds were fraudulent. Similarly, Notary-1 informed law enforcement agents that, in substance and in part, the signatures on the Fraudulent Payment and Performance Bonds were not her signatures.

f. Accordingly, on or about February 20, 2022, GOSR terminated its contract with the Construction Company in connection with the Mill River Gardens Project.

WHEREFORE, I respectfully request that warrants be issued for the arrests of RAWINDER DHILLON and AMNINDER SINGH, the defendants, and that they be arrested, and imprisoned or bailed, as the case may be.

KENNETH HOSEY
Special Agent
Federal Bureau of Investigation

Sworn to me through the transmission of
this Complaint by reliable electronic
means (telephone), this ___ day of June, 2023.

THE HONORABLE ONA T. WANG
United States Magistrate Judge
Southern District of New York

³ This April 16, 2021 email was the same email, described above, to which the Fraudulent Payment and Performance Bonds pertaining to the Inwood Gardens Project were also attached.