

A F F I D A V I T

I, Steven J. Leippert, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

A. I am a Special Agent with the Federal Bureau of Investigation (FBI), Kansas City, Missouri, United States Department of Justice. I am a certified Special Agent of the FBI. As such, I am an “investigative or law enforcement officer of the United States” who is empowered by law to conduct investigations and make arrests for offenses enumerated in Title 18 of the United States Criminal Code. I have been employed as a Special Agent of the FBI for more than nine years. I have prepared this affidavit based on personal knowledge and information received from law enforcement witness interviews.

B. This affidavit is made in support of a complaint charging Hsien-Hsien (aka: Jacqueline) Liu, for a violation of Title 18, United States Code, Section 1351 (Fraud in Foreign Labor Contracting).

C. This affidavit was written based on probable cause that:

1. In September of 2011, a known Filipino female, referred to herein as Female Victim (FV), stated that she was living in the Philippines in November 2010 when she was approached regarding a position for a domestic helper located in the United States. The position was being recruited by TECO (Taipei Economic and Cultural Office) of Kansas City for a domestic helper to go to the United States to work for one of TECO's employees, who she later learned to be the Director General of TECO Kansas City, Hsien-Hsien "Jacqueline" Liu. An employment contract was signed by Liu and sent back to TECO office in the Philippines for FV's signature. FV stated that she signed the employment contract at the TECO office in Manila. The employment contract was utilized to obtain a B-1 visa for FV.

FV flew from Manila to the United States and eventually landed at MCI airport in Kansas City, Missouri on March 5, 2011. FV was greeted at the airport by another TECO employee, Cooperating Witness #1 (CW-1). CW-1 drove FV to Liu's house in Johnson County, Kansas.

FV was awakened by Liu the next morning, March 6, 2011. Liu handed FV a schedule of the things she was supposed to do each day, and what times each task was to be completed. FV advised that she was paid less than the contractual amount she was supposed to be paid right from the start. Liu only paid FV approximately \$400-450 a month. Liu told her she was not to leave the house without permission, and that she would be working 6 days a week at a minimum. Liu told FV that Liu was friends with local law enforcement and known well in the community, so if FV acted out, she would be deported. Liu had FV work 16-18 hour days and restricted when she could sleep. Liu monitored FV from video surveillance cameras she had installed inside her residence. Liu was verbally abusive to FV and had her conduct additional manual labor and personal services for Liu. Liu took FV's passport and visa and would not return them. FV did not know where Liu kept her documents. Liu would drive FV to the grocery store and have her go inside to obtain the groceries. During one of these trips, FV located a Filipino inside the store and sought his help. On August 10, 2011, the Filipino helped FV run away from Liu's residence. FV kept the envelopes Liu gave her which held the cash. The exterior of the envelopes detailed her underpayment. FV provided them to this Affiant.

2. FV's B-1 visa application with the required contract for employment was processed by the U.S. Embassy in Manila, Philippines and by the U.S. Department of State. The contract for employment provided the following terms: employment for a duration of two years, \$1,240 per month, 40 hours a week, 8 hours a day. The contract further stated, among other

terms, that work in excess of 8 hours a day or during rest days and legal holidays shall entitle the worker to overtime pay and that the worker's presence is not required inside the residence except during working hours.

3. Cooperating Witness #2, employed as a director of the Taipei Economic and Cultural Office (TECO), advised that he has been working at TECO for about one year. CW-2 stated that the employment contract for FV's visa was faxed to Liu at the TECO office in Kansas City, Missouri. Liu signed the contract and had it faxed back to the Philippines, and the original was sent from Kansas City, Missouri to the Philippines via Federal Express. When FV arrived, Liu instructed CW-2 to pay her domestic servant \$225. CW-2 did as instructed. CW-2 stated that Liu made statements about the terms of the contract and that she was underpaying FV. CW-2 stated that Liu knew that FV was supposed to be paid \$1,240 per month. FV was being forced to work long hours and was constantly yelled at and ordered around. CW-2 stated that Liu also paid her prior maid before FV much less than she was contracted to be paid as well. CW-2 said the discrepancy was very similar to how much FV was being shorted on salary. CW-2 said the prior maid went into a state of depression and stopped eating. CW-2 said that the prior maid was also physically abused by Liu. CW-2 stated that Liu had cameras installed throughout the residence to monitor FV.

4. Cooperating Witness #3 (CW-3) is employed as a senior consular officer for the Taipei Economic and Cultural Office (TECO). CW-3 stated that he has been at TECO for about two years and four months. He stated that his position is very similar to that of an accountant. CW-3 advised that Liu signed the employment contract and she had him fax it back to Manila. He stated that the original may have been mailed with Federal Express, but he also remembered

faxing a copy as well. As a part of his work position, one of his jobs was to record all payments made to FV in the office ledgers and to mail all the signed receipts back to Taiwan. CW-3 stated that each time FV got paid, she was paid \$225 for salary and \$70 for Liu's groceries. CW-3 maintained copies of these receipts and showed them to the Affiant. (The receipts clearly document FV's underpayment). CW-3 stated that these payments were much less than FV was supposed to be paid under her contract. CW-3 stated that this was not the only time his boss, Director General Hsien-Hsien "Jacqueline" Liu did this. The previous domestic worker, prior to FV, was being paid much below her contract as well. FV was supposed to be getting paid \$1,240 per month, or \$620 per payment. CW-3 said that Liu took FV's passport and visa away from FV when she first got to Kansas City. CW-3 stated that Liu was not required by the Taiwan governing authorities to install a security system with cameras at the residence.

5. Cooperating Witness #4 (CW-4) stated that FV approached him in late July 2011 inside a grocery store. FV came up to him and asked him if he was Filipino. FV told him that she needed his help, that she was trapped, and being underpaid and mistreated. FV seemed scared and stressed. CW-4 would communicate with FV at church, but eventually Liu required that she work on Sundays so she was not able to attend. CW-4 assisted FV in escaping from Liu's residence.

6. This affidavit is being submitted for the limited purpose of seeking a criminal complaint. Thus, this Affidavit has not set forth every fact resulting from the investigation; rather, this Affiant has set forth only those facts necessary to establish probable cause to believe that a violation of Title 18, United States Code, Section 1351 (Fraud in Foreign Labor Contracting) has occurred.

Under penalty of perjury, I swear that the foregoing is true and correct to the best of my knowledge, information and belief.

Steven Leippert
Special Agent, Federal Bureau of Investigation

Subscribed and sworn to before me
this _____ day of November, 2011.

ROBERT E. LARSEN
United States Magistrate Judge
Western District of Missouri