

CF:LJF
F. #2003R02997

M04-0069

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

- against -

WUN KANG,

Defendant.

TO BE FILED UNDER SEAL

COMPLAINT AND AFFIDAVIT
IN SUPPORT OF APPLICATION
FOR ARREST WARRANT

(T. 18, U.S.C., § 1581)

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EASTERN DISTRICT OF NEW YORK, SS:

WON J. YOON hereby deposes and says that he is a
Special Agent of the Federal Bureau of Investigation ("FBI"),
duly appointed by law and acting as such.

Upon information and belief, in or about and between
April 2003 and September 2003, both dates being approximate and
inclusive, within the Eastern District of New York and elsewhere,
the defendant WUN KANG held other persons to a condition of
peonage.

(Title 18, United States Code, Section 1581).

The source of your deponent's information and the
grounds for his belief are as follows:

1. I have been a Special Agent of the FBI since April
2003. Presently I am assigned to the Asian Organized Crime Unit.
Previously, I worked as a police officer for approximately seven
years.

2. Because the purpose of this Complaint is to state only probable cause to arrest, I have not described all the relevant facts and circumstances of which I am aware. In addition, all of the statements set forth below are provided only in part and in sum and substance. Finally, many of the statements below were made in Korean, though only their English translations are provided.

3. In summary, WUN KANG and a business associate (hereinafter "BA") operate a bar in Flushing, Queens, called Renaissance. In April 2003, BA traveled to South Korea to recruit young women to come to the United States to work at Renaissance. BA met two such women, cooperating witness numbers one and two ("CW-1" and "CW-2"). BA promised the women that they would be well paid and that they would not be required to have sexual relations with the customers. In addition, BA told the women that they would be obligated to pay approximately \$10,000 for their travel to the United States plus rent once there.

4. In May 2003, CW-1 and CW-2 flew to New York with BA and at BA's expense. Soon after arriving, the women began working at Renaissance. However, the women were never paid for their work. Instead, they were told by BA that the business would keep all of their earnings - and they could not leave New York or stop working - until they paid their debt. In addition, WUN KANG sexually molested both CW-1 and CW-2, and pressured them

with threats and physical harm to engage in sexual relations with Renaissance customers for money. Once, when the women left without permission, WUN KANG kicked CW-1 in the head until she lost consciousness. In September 2003, CW-1 and CW-2 learned that WUN KANG intended to sell them to a brothel in Chinatown. Consequently, CW-2 went to the police, after which WUN KANG was arrested. WUN KANG was soon released, but CW-1 and CW-2 never returned to work and are presently staying in locations unknown to WUN KANG.

5. In or about April 2003, while in Seoul, South Korea, BA met with CW-1. During the meeting, BA offered CW-1 an opportunity to come to the United States to work as a hostess at Renaissance.

6. According to CW-1, BA told CW-1 that she would be charged \$10,000 for the cost of the "brokers," who would get CW-1 into the United States, and \$500 a month for the cost of a single room in a dormitory. BA said that CW-1 would work as a hostess for \$40 a day plus tips. A hostess, BA explained, pours drinks for customers and keeps them company while at the bar. BA represented that CW-1 could earn up to \$6,000 a month because the bar's customers were very wealthy and usually pretty generous with tips. CW-1 asked whether she would be required to have sexual relations with customers. BA adamantly denied that CW-1 would be required to have such relations, explaining that the

laws in the United States are very strict and that BA is a legitimate business person.

7. According to CW-1, CW-1 agreed to go to New York with BA, but expressed concern that her younger sister would be left without a home. To ameliorate CW-1's concern, BA subsequently provided an apartment lease security deposit of 10,000,000 Won (approximately \$8,000). The lease was made out in BA's name and provided that BA could withdraw the security deposit at any time. In return for the security deposit, the cost of the brokers and other miscellaneous expenses, BA required CW-1 to execute a promissory note for 21,700,000 Won (approximately \$20,000).

8. According to CW-2, on or about May 2, 2003, BA met CW-2 in Seoul, South Korea. At this point, CW-2 had never met CW-1. During the meeting BA offered CW-2 an opportunity to come to the United States to work as a hostess at a bar in New York. As she did with CW-1, BA explained to CW-2 that there would be a \$10,000 charge for the cost of the "brokers," and a monthly fee for the cost of a single room in a dormitory. In addition, BA said that CW-2 would work as a hostess pouring drinks and keeping customers company for \$40 a day plus tips and that she could earn up to \$6,000 a month because the bar's customers were very wealthy and usually pretty generous with tips. When CW-2 asked whether CW-2 would be required to have sexual relations with

customers, BA denied that expectation, explaining that the laws in the United States are very strict and assuring CW-2 that BA is a legitimate business person. CW-2 agreed to go to the United States with BA.

9. According to CW-1 and CW-2, on or about May 30, 2003, BA, CW-1 and CW-2 (all at BA's expense) flew from South Korea to John F. Kennedy ("JFK") International Airport in Queens, New York, aboard a Korean Airlines flight. Upon arriving at JFK Airport, the BA, CW-1 and CW-2 were met by WUN KANG. WUN KANG drove them to Renaissance, which is located at 35-28 154th Street, Flushing, New York. Once at the bar, CW-1 and CW-2 were introduced to approximately 15 other Korean female employees.

10. Thereafter, according to CW-1 and CW-2, WUN KANG drove BA, CW-1 and CW-2 to a house located at 34-21 153rd Street, Flushing, New York. BA told CW-1 and CW-2 that they would be living in the house, and they later learned that WUN KANG stayed there regularly. BA required CW-1 and CW-2 to surrender their passports and their return airline tickets. BA told CW-1 and CW-2 that the tickets would be returned to a travel agency for a refund to be credited against CW-1 and CW-2's debts.

11. According to CW-1 and CW-2, the next day, on or about May 31, 2003, CW-1 and CW-2 asked WUN KANG if they could leave for a while to go shopping. WUN KANG stated that the women were not allowed to go out by themselves.

12. According to CW-1 and CW-2, on or about the evening of May 31, 2003, CW-1 and CW-2 began working at Renaissance. The women worked six days a week from approximately 8:30 p.m. to 3:00 a.m. Though they were told that they would be paid \$40 a day, in fact, they were paid only \$30 a day. Moreover, they were not permitted to keep either their wages or their tips. Instead, their earnings were credited against their debts, and the women had to borrow money (and thus increase their debts) whenever they desired to make purchases outside of the bar.

13. According to CW-1 and CW-2, on or about June 1, 2003, while CW-1 and CW-2 were sleeping in a bed at the house, WUN KANG climbed into their bed, grabbed the women, and began kissing them. When CW-2 pleaded with WUN KANG to stop, he laughed and stated that he wanted CW-2 to touch him sexually. WUN KANG then fondled the women and left the room. On another occasion, WUN KANG forcibly removed CW-2's underwear and digitally penetrated her. WUN KANG continued to molest CW-1 and CW-2 for approximately two weeks, at which time new girls came to live at the house.

14. According to CW-1 and CW-2, on several occasions, WUN KANG told the women that it would be futile for them to report his conduct to the police because he had connections in the police department.

15. According to CW-2, within a few days after arriving in the United States, BA informed CW-2 that CW-2 owed \$20,000, instead of \$10,000, for her travel. Additionally, BA required CW-2 to sign a promissory note for \$20,000, which BA stated was binding in Korea and would cause CW-2 to be prosecuted in Korea if she left the United States before paying off her debt.

16. According to CW-1 and CW-2, in or about mid-June 2003, while at Renaissance, a Renaissance employee approached several hostesses, including CW-1 and CW-2, and told them that they could earn \$500 for having sexual relations with some of the customers. CW-1 and CW-2 declined. On several subsequent occasions, CW-1 and CW-2 again declined to have sexual relations with customers for money.

17. According to CW-1 and CW-2, in or about July 2003, WUN KANG approached CW-1 and CW-2, and told the women that they were not paying their debts fast enough. WUN KANG informed CW-1 and CW-2 that the hostesses who slept with customers for money were paying their debts off three times as fast. WUN KANG then became very angry, screamed obscenities at CW-1 and CW-2, and threatened to "crack" their skulls. From then on, WUN KANG frequently verbally abused and threatened CW-1 and CW-2 when they refused to sleep with customers.

18. According to CW-1, in or about August 2003, WUN KANG took CW-1 to the basement of the house, told CW-1 that he wanted to kill her, and was thinking about selling her. WUN KANG required CW-1 to remain in the basement for most of the next two days, at which time BA came down to the basement and suggested to CW-1 that she beg WUN KANG for forgiveness. (Although the basement door was not locked, WUN KANG or one of his associates was upstairs the entire time and forced her back into the basement whenever she came upstairs.) After CW-1 apologizing to WUN KANG, WUN KANG permitted CW-1 to leave the basement and resume working.

19. According to CW-1 and CW-2, on or about September 1, 2003, CW-1 and CW-2 left the house without permission and traveled to New Jersey. About three days later, WUN KANG left a threatening voicemail message on the mobile telephone he provided to CW-1. A few days later, the women returned to the house in Flushing, New York. When they got to the house, BA told the women to kneel down and screamed obscenities at them. WUN KANG subsequently came into the room and kicked CW-1 in the head a couple of times, which caused her to lose consciousness.

20. Your affiant has reviewed medical records which corroborate that, on or about September 13, 2003, CW-1 visited a

doctor, who determined that CW-1 had bruising due to being hit on the left side of her face.

21. According to CW-1 and CW-2, the day after he kicked CW-1 in the head, WUN KANG placed a phone call, which was overheard by CW-1 and CW-2. WUN KANG stated that he wanted to sell CW-1 and CW-2 to a brothel in Chinatown. The next day, WUN KANG received a phone call, which again was overheard by CW-1 and CW-2, during which WUN KANG was advised by a Korean speaking male that it might take one or two more days to sell the women because the male was having a hard time reaching his contact in Chinatown.

22. On or about September 9, 2003, CW-2 took a livery cab to the 109th Precinct of the New York City Police Department in Flushing, New York. At the precinct, CW-2 was interviewed by a police officer who is fluent in Korean. CW-2 told the officer that WUN KANG sexually assaulted her and attempted to force her into prostitution. The officer subsequently went to Renaissance, found CW-1, and interviewed her at the precinct. That same day, WUN KANG was arrested, charged with unlawful imprisonment and assault, and released.

23. On or about September 10, 2003, the same police officer went to 34-21 153rd Street, Flushing, New York. Once there, the officer spoke with BA about CW-1 and CW-2's passports. BA stated that BA did not confiscate the passports, but rather

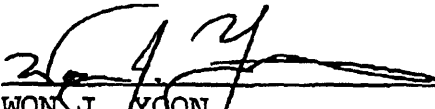
was holding them so that the women would not lose them.

Furthermore, BA stated that BA did not have the passports, but that they might be at BA's other house in Long Island.

24. On or about September 11, 2003, WUN KANG delivered CW-2's passport to the 109th Precinct. When asked about CW-1's passport, WUN KANG said that he believed it was taken by the police during his previous arrest. The officer told WUN KANG that the officers did not seize any passports and instructed WUN KANG to find CW-1's passport. To date, CW-1's passport has not been returned, and the charges against WUN KANG remain pending.

25. Following WUN KANG's arrest, CW-1 and CW-2 ceased working at Renaissance and are presently staying in locations unknown to BA and WUN KANG.

WHEREFORE, your deponent respectfully requests that an arrest warrant be issued for WUN KANG so that he be dealt with according to law.



WON J. YOON
Special Agent
Federal Bureau of Investigation

Sworn to before me this
15th day of January, 2004



UNITED STATES MAGISTRATE JUDGE
EASTERN DISTRICT OF NEW YORK