

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2019 FEB -6 PM 4: 20

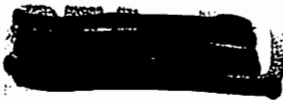
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:19-cr-22-01-180et

BRYAN L. BREWER



18 U.S.C. § 1343
18 U.S.C. § 1344
18 U.S.C. § 1957

INDICTMENT

The Grand Jury charges:

INTRODUCTION

At times relevant to this Indictment:

1. MB Trax Real Estate Holdings, LLC (referred to herein as “MB Trax”) was a limited liability company registered with the Florida Department of State. Its principal office was located in Orange County, in the Middle District of Florida.
2. Trax Capital Management, LLC (referred to herein as “Trax Capital”) was a Delaware limited liability company that registered to transact business in Florida.
3. Trax Capital was the manager of MB Trax. BKB Family Partnership, LP was the manager of Trax Capital. BRYAN L. BREWER was the manager and Chief Executive Officer of BKB Family Partnership, LP.

4. USBoardco, LLC (referred to herein as “USBoardco”) was a limited liability company registered with the Florida Department of State in 2013. USBoardco dissolved in 2014. Its principal office was located in Orange County, in the Middle District of Florida. BRYAN L. BREWER was the manager of USBoardco.

5. WatersEdge SUP, LLC (referred to herein as “WatersEdge”) was a limited liability company registered with the Florida Department of State in 2013. Its principal office was located in the Middle District of Florida. BRYAN L. BREWER became a manager of WatersEdge in 2014.

6. Bay Cities Bank, Centennial Bank, Regions Bank, and USAA Federal Savings Bank were financial institutions, the accounts and deposits of which were federally insured by the Federal Deposit Insurance Corporation (referred to herein as the “FDIC”). In 2015, Bay Cities Bank was acquired by Centennial Bank.

COUNTS ONE THROUGH SIX
(Wire Fraud)

A. Introduction

7. The allegations contained in paragraphs one through five of this Indictment are hereby realleged and incorporated herein by reference.

B. Scheme and Artifice

8. Beginning at a time unknown to the Grand Jury, but beginning at least by in or about June 2015, and continuing thereafter through and including in or about October 2015, in the Middle District of Florida, and elsewhere, the defendant,

BRYAN L. BREWER,

did knowingly and with intent to defraud, devise, and intend to devise, a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises that related to material facts, the substance of which scheme and artifice to defraud is described below.

C. Manner and Means

9. The manner and means used to accomplish the scheme and artifice to defraud included, among others, the following:

a. It was part of the scheme and artifice to defraud that BRYAN L. BREWER would and did unlawfully devise and execute a scheme and artifice to defraud A.N. of money and property by means of materially false and fraudulent pretenses, representations and promises.

b. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did solicit A.N. and others to invest in USBoardco (also known as WatersEdge).

c. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did falsely represent that his paddleboard company, USBoardco (also known as WatersEdge), was profitable.

d. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did provide A.N. with a business plan that falsely represented the actual number of paddleboards that had been sold, and the total amount of gross sales that had been made, by USBoardco (also known as WatersEdge).

e. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER, in an effort to cover up the scheme and to lull A.N. into believing that his investment would be profitable and to convince A.N. to invest additional funds, would and did provide A.N. with falsified financial documents and tax returns that inflated the sales, profits, and income of USBoardco (also known as WatersEdge).

f. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER, in an effort to cover up the scheme and to lull A.N.

into believing that his investment would be profitable and to convince A.N. to invest additional funds, would and did provide A.N. with falsified bank statements that inflated the amount of money in the bank account of USBoardco (also known as WatersEdge).

g. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did cause emails to be sent to A.N. that falsely represented that they were from an accountant for Trax Capital.

h. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did represent that he put a total of \$4.85 million into USBoardco (also known as WatersEdge), including a \$750,000 letter of credit from Bay Cities Bank.

i. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did falsely represent that the accountant for Trax Capital had attempted to send A.N. a wire transfer of funds that were owed for an interest payment.

j. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did use interstate wires in furtherance of the scheme and artifice to defraud, including by sending and receiving emails from A.N.

k. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did perform acts and make statements to hide and conceal, and cause to be hidden and concealed, the purpose of the scheme and the acts committed in furtherance thereof.

D. Wires

10. On or about the dates set forth below, in the Middle District of Florida, and elsewhere, the defendant,

BRYAN L. BREWER,

for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly, and with intent to defraud, transmit and cause to be transmitted by means of wire communication in interstate commerce, the following writings, signs, signals, pictures, and sounds:

<u>Count</u>	<u>Date</u>	<u>Wire</u>
1	6/23/2015	Email from BRYAN L. BREWER to A.N.
2	7/23/2015	Email from BRYAN L. BREWER to A.N.
3	9/14/2015	Email from BRYAN L. BREWER to A.N., R.Z., and S.C.
4	9/15/2015	Email from BRYAN L. BREWER to A.N. and S.C.

5	9/20/2015	Email from BRYAN L. BREWER to A.N., S.C., and R.Z.
6	9/21/2015	Email from BRYAN L. BREWER to A.N., S.C., and R.Z.

All in violation of 18 U.S.C. §§ 1343 and 2.

COUNTS SEVEN THROUGH TEN

A. Introduction

11. The allegations contained in paragraphs one through six of this Indictment are hereby realleged and incorporated herein by reference.

12. In 2011 and 2012, BRYAN L. BREWER obtained loans of over \$10 million from S.M., including a loan of over \$4 million in 2012 that was secured by a mortgage on real estate located in Seminole County, Florida (referred to herein as the “Oviedo Property”).

B. Scheme and Artifice

13. Beginning at a time unknown to the Grand Jury, but beginning at least by in or about February 2014, and continuing thereafter through and including in or about October 2015, in the Middle District of Florida, and elsewhere, the defendant,

BRYAN L. BREWER,

did knowingly and with intent to defraud execute and attempt to execute a scheme and artifice to defraud an FDIC-insured financial institution and to

obtain moneys, funds, credits, assets, and other property owned by and under the custody and control of an FDIC-insured financial institution by means of false and fraudulent pretenses, representations, and promises that related to material facts, which scheme and artifice to defraud is described below.

C. Manner and Means

14. The manner and means utilized to accomplish the scheme and artifice to defraud included, among others, the following:

a. It was part of the scheme and artifice to defraud that BRYAN L. BREWER would and did unlawfully execute a scheme to defraud Bay Cities Bank of over \$7 million by means of materially false and fraudulent pretenses, representations and promises.

b. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did cause Bay Cities Bank to lend over \$7 million to MB Trax.

c. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER, in connection with the loan to MB Trax, would and did cause a document to be forged with S.M.'s signature that purported to transfer S.M.'s interest in the Oviedo Property to MB Commercial Holdings, LLC.

c. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did provide to Bay Cities Bank a forged letter from S.M., as the Manager of MB Commercial Holdings, LLC, that falsely represented that S.M. agreed to accept \$3.5 million in return for releasing MB Commercial Holding, LLC's mortgage on the Oviedo Property.

d. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did cause a false email account to be established using the first initial and last name of S.M. in the email address.

e. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did cause emails to be sent from the false S.M. email account that falsely represented that S.M. agreed to release the mortgage on the Oviedo Property.

f. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did establish a bank account at Regions Bank in the name of MB Commercial Holdings, LLC for the purpose of receiving some of the proceeds from the Bay Cities Bank loan.

g. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did transfer some of the proceeds from

the bank account at Regions Bank in the name of MB Commercial Holdings, LLC to another account controlled by him.

h. It was a further part of the scheme and artifice to defraud that BRYAN L. BREWER would and did use some of the proceeds from the Bay Cities Bank loan to pay debts owed to others, to use the funds for the operation of a paddleboard company owned by him by the name of USBoardco (also known as WatersEdge), and for his own personal benefit.

D. Executions of the Scheme

15. On or about the dates set forth below, in the Middle District of Florida, and elsewhere, the defendant,

BRYAN L. BREWER

knowingly and with intent to defraud executed and attempted to execute the scheme and artifice to defraud a financial institution whose deposits was insured by the FDIC, as described above, and knowingly and with intent to defraud executed and attempted to execute the scheme and artifice to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody and control of a financial institution whose deposits were insured by the FDIC, by means of materially false and fraudulent pretenses, representations, and promises, as described above, in that BRYAN L.

BREWER caused Bay Cities Bank to make the following loans and extensions of credit to MB Trax:

Count	Date	Execution
7	8/22/2014	\$4,350,000 loan
8	9/24/2014	\$800,000 loan
9	10/23/2014	\$1,350,000 loan
10	3/12/2015	\$1,250,000 loan

All in violation of 18 U.S.C. §§ 1344 and 2.

COUNTS ELEVEN THROUGH FOURTEEN

16. The allegations contained in paragraph six of this Indictment are hereby realleged and incorporated herein by reference.

17. On or about the dates set forth below, in the Middle District of Florida, and elsewhere, the defendant,

BRYAN L. BREWER,

did knowingly engage and attempt to engage in a monetary transaction in and affecting interstate commerce in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, as described below, knowing that such transaction involved property and funds that were the proceeds obtained from a criminal offense, as follows:

<u>Count</u>	<u>Date</u>	<u>Specified Unlawful Activity</u>	<u>Transaction</u>
11	8/22/2014	Bank fraud, in violation of 18 U.S.C. § 1344	Transfer in and affecting interstate commerce of funds in the amount of \$35,025 by and through Regions Bank to USAA Federal Savings Bank
12	10/27/2014	Bank fraud, in violation of 18 U.S.C. § 1344	Transfer in and affecting interstate commerce of funds in the amount of \$23,488 by and through Regions Bank to USAA Federal Savings Bank
13	11/12/2014	Bank fraud, in violation of 18 U.S.C. § 1344	Transfer in and affecting interstate commerce of funds in the amount of \$14,500 by and through Regions Bank to USAA Federal Savings Bank
14	7/30/2015	Wire fraud, in violation of 18 U.S.C. § 1343	Transfer in and affecting interstate commerce of funds in the amount of \$18,500 by and through Regions Bank to USAA Federal Savings Bank

All in violation of 18 U.S.C. §§ 1957 and 2.

FORFEITURE

1. The allegations contained in Counts One through Fourteen are incorporated by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982, and 28 U.S.C. § 2461(c).

2. Upon conviction of a violation of 18 U.S.C. § 1343, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the violation.

3. Upon conviction of a violation of 18 U.S.C. § 1344, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(2)(A), any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of such violation.


4. Upon conviction of a violation of 18 U.S.C. § 1957, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(1), any property, real or personal, involved in such offense, or any property traceable to such property.

5. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

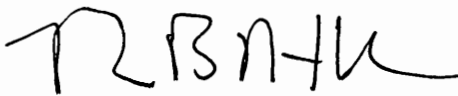
the United States shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

A TRUE BILL,

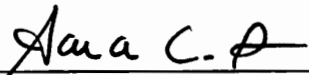


Foreperson

MARIA CHAPA LOPEZ
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By: 

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Chief, Orlando Division

By: 

Sara C. Sweeney
Assistant United States Attorney
Deputy Chief, Orlando Division

UNITED STATES DISTRICT COURT
Middle District of Florida
Orlando Division

THE UNITED STATES OF AMERICA

vs.

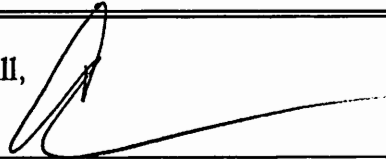
BRYAN L. BREWER

INDICTMENT

Violations:

18 U.S.C. § 1343
18 U.S.C. § 1344
18 U.S.C. § 1957

A true bill,



Foreperson

Filed in open court this 6th day of February, 2019.



Clerk

Bail \$ _____
