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

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UNITED STATES OF AMERICA : **TO BE FILED UNDER SEAL**  
:   
v. : Hon. Cathy L. Waldor  
:   
JASON M. TORRES and : Mag. No. **19-7380**  
JORDANA WEBER a/k/a :   
ANA BOURNE a/k/a ANA : **CRIMINAL COMPLAINT**  
TORRES :   
:

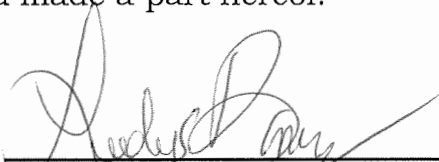
I, Ludys Barringer, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

**SEE ATTACHMENT A**

I further state that I am a Special Agent with 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.

  
\_\_\_\_\_  
Ludys Barringer, Special Agent  
Federal Bureau of Investigation

Sworn to before me, and  
subscribed in my presence

July 26<sup>th</sup>, 2019 at  
Newark, New Jersey

HONORABLE CATHY L. WALDOR  
UNITED STATES MAGISTRATE JUDGE

*s/Cathy L. Waldor*

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

**ATTACHMENT A**

**COUNT ONE**  
**(Wire Fraud Conspiracy)**

From in or around April 2017 to the present, in the District of New Jersey and elsewhere, the defendants

JASON M. TORRES and  
JORDANA WEBER a/k/a  
ANA BOURNE a/k/a ANA TORRES,

knowingly and intentionally conspired with others to devise and intend to devise a scheme and artifice to defraud companies and individuals, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing and attempting to execute such scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, including communications to a server located in New Jersey.

In violation of Title 18, United States Code, Sections 1349 and 2.

**COUNT TWO**  
**(Money Laundering)**

From in or around April 2017 to the present, in the District of New Jersey and elsewhere, the defendants

JASON M. TORRES and  
JORDANA WEBER a/k/a  
ANA BOURNE a/k/a ANA TORRES,

did knowingly and willfully conspire and agree with others, known and unknown, to commit offenses against the United States in violation of Title 18, United States Code, Section 1956, to wit:

- (a) to knowingly conduct financial transactions affecting interstate commerce, involving the proceeds of a specified unlawful activity, that is wire fraud, with the intent to promote the carrying on of specified unlawful activity, that is wire fraud, and that while conducting such financial transaction knew that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, contrary to Title 18, United States Code, Sections 1956(a)(1)(A)(i); and
- (b) to knowingly conduct financial transactions affecting interstate commerce, which transactions involved the proceeds of specified unlawful activity, that is, wire fraud, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and that while conducting such financial transactions, knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(B)(i).

All in violation of Title 18, United States Code, Section 1956(h).

## **ATTACHMENT B**

I, Ludys Barringer, being first duly sworn, depose and state the following:

### **INTRODUCTION AND AGENT BACKGROUND**

1. I am a Special Agent with the United States Department of Justice, Federal Bureau of Investigation ("FBI"), and have been so employed since March of 2017. I am currently assigned to the FBI Newark, New Jersey Field Office. My experience as a Special Agent has included the investigation of cases involving bank fraud, market manipulations, high yield investment schemes, and cases involving the use of computers to commit crimes. I have received training and have gained experience in interview and interrogation techniques, arrest procedures, search warrant applications, the execution of searches and seizures, computer crimes, computer evidence identification, computer evidence seizure and processing, and various other criminal laws and procedures. The information contained in this affidavit is based upon my personal knowledge and observation, my training and experience, conversations with other law enforcement officers and witnesses, and the review of documents and records.
2. Since this Affidavit is submitted for the sole purpose of establishing probable cause to support the issuance of a federal criminal complaint and arrest warrant, I have not included each and every fact known by the Government concerning this investigation. Except as otherwise indicated, the actions, conversations, and statements of others identified in this Affidavit – even where they appear in quotations – are reported in substance and in part. Similarly, dates and times are approximations, and should be read as "on or about," "in or about," or "at or about" the date or time provided.

### **BACKGROUND**

3. At various times relevant to this Complaint:
  - a. The defendants, JASON M. TORRES ("TORRES") and JORDANA WEBER a/k/a ANA BOURNE a/k/a ANA TORRES ("WEBER") were residents of California;
  - b. TORRES and/or WEBER had a controlling or financial interest in companies called Global Alliance Ventures, LLC ("GAV"), Keystone Montana Group ("KMG"), Mindful Investments ("Mindful"), Triptych Holdings, LLC ("Triptych"), Reinhart Holdings ("Reinhart"), SPS Holdings LLC ("SPS"), Quantum Affinity LLC ("Quantum"), SLT Investments ("SLT"), Mako Motorsports LLC ("Mako"), and Paradigm Holdings & Investments LLC ("Paradigm") (collectively the "Subject Companies");

- c. The Subject Companies used various addresses in Montana, Wyoming, Nevada, and California;
- d. GAV employed individuals who resided in New Jersey and who performed work for GAV while in New Jersey;
- e. "Victim Company #1" was a medicinal cannabis research and cultivating company headquartered in Ontario, Canada;
- f. "Victim Company #2" was a window and door distribution company headquartered in Ontario, Canada;
- g. "Victim Company #3" was a construction projects company headquartered in Brookfield, Connecticut;
- h. "Victim Company #4" was a construction equipment supply and manufacturing company headquartered in British Columbia, Canada;
- i. "Victim Company #5" was a bottling and manufacturing company headquartered in Charlotte, North Carolina; and
- j. "Victim Company #6" was an aviation company headquartered in Mt. Juliet, Tennessee.

#### **PROBABLE CAUSE**

- 4. Since in or around November 2018, the FBI has been investigating a fraudulent advance fee scheme being executed by TORRES, WEBER, and others (the "Subjects"). TORRES and WEBER used the Subject Companies to fraudulently offer lending services to customers, typically small business owners seeking high value loans, often in excess of \$100 million. Based on this investigation, I believe that the Subject Companies were merely shell corporations established by the Subjects for the sole purpose of facilitating the scheme.
- 5. Through the Subject Companies, TORRES and WEBER required clients (borrowers) to pay up to 5% of a potential total loan amount as a fee prior to a loan being funded. This "fee" was ostensibly paid to the Subject Companies' sole "investor," a fictitious individual identified to borrowers variously as "Mark Williams" or "Donald Weber" (the "Fictitious Individuals"). The Fictitious Individuals were alter egos of the Subjects. The "fee" was then placed in one of several holding bank accounts controlled by the Subjects and used to facilitate the scheme (the "Subject Bank Accounts").
- 6. Once the "fee" was paid, the Subjects sent the potential borrower a "broker agreement," which stated that the client had to pay an additional 10% of the loan at closing. The Subjects would also send the potential borrower a

“term sheet,” which typically included repayment options regarding the loan. It was purported that, upon receiving the signed contracts, the Fictitious Individual(s) would conduct a due diligence process to determine whether the Subject Company would fund the loan.

7. According to the contract signed by the potential borrower, if the loan was not funded within the time specified in the contract (typically 30 days), the borrower’s “fee” would be fully refunded within 48 hours. Throughout the scheme, the Subjects (acting as one of the Fictitious Individuals) frequently gave borrowers bogus explanations for why the funding of their loan was delayed. The borrower would then be asked to sign an amendment to their contract to extend the “due diligence period.” During this period, it was also common for the Subjects to provide the potential borrowers with falsified or fraudulent documents, including bank statements that purported to show that the Subject Companies had sufficient funds to fund the loan.
8. The investigation revealed that, during the purported “due diligence period,” the Subjects used the “fees” paid by the borrowers for their daily living expenses, as well as for numerous lavish purchases, which included high-priced artwork, several luxury vehicles, and vacations.
9. The investigation further revealed that some borrowers were either partially or completely reimbursed by the Subjects through funds provided by subsequent victims in the manner of a traditional Ponzi scheme. To date, approximately six victims have been identified with a total of approximately \$7 million being transferred to the Subject Bank Accounts controlled by the Subjects as part of the scheme.
10. A review of the Subject Bank Accounts revealed that the vast majority of funds credited to a particular account came either from victims of the fraud or from other accounts held by the Subjects which were themselves funded by victim monies. A further review of the Subject Bank Accounts revealed that the majority of disbursements from each of the accounts either (a) went to other accounts held by the Subjects in a manner suggestive of an intent to conceal the origins of the funds or (b) were made to enrich the Subjects through withdrawals and various purchases on personal expenditures.

### *Victims*

#### Victim Company #1

11. On or about March 25, 2018, Victim Company #1 (“VC1”) was seeking a loan of approximately \$15 million for a medicinal cannabis cultivation project and was introduced to the Subjects through a business contact. VC1 believed that the Subjects worked for Mindful and that Mindful was partnered with a wealthy investor named “Donald Weber” who would provide funding. As set forth previously, Mindful was one of the shell corporations owned and controlled by the Subjects and used to facilitate

this fraud.

12. On or about April 2, 2018, acting on instructions from the Subjects, VC1 wired \$743,700 as pre-paid interest (“PPI”) to a Bank of America account ending in 0054 held in the name of “Mindful Investments” (the “0054 MI BoA Account”). VC1 believed that its loan would be funded by April 19, 2018. The Subjects instructed VC1 that if the loan did not fund, the “commitment fee” would be refunded to VC1 within 24 hours.
13. A review of the 0054 MI BoA Account revealed that it was opened on March 28, 2018, just days prior to receiving funds from VC1 on April 2, 2018. The account appears to have been funded almost entirely with proceeds of the fraud. The review of the account further revealed that on April 3, 2018, the day after VC1 wired the funds, the Subjects wired the funds to a US Bank Account held by TORRES under the business name “Keystone Montana Group” (“the KMG US Bank Account”). As set forth previously, KMG was one of the shell corporations used by the Subjects to facilitate the fraud. One day later, on April 4, 2018, the Subjects wired \$130,843.74, \$130,505.00, and \$83,665.00 to three different luxury automobile dealerships for the purchase of a 2018 Mercedes Benz AMG E63S, a 2018 Mercedes Benz GLS 63W4, and a 2017 Ducati 1299-Panigale Superleggera motorcycle, respectively. Two days later, on April 6, 2018, the Subjects wired another \$20,266.50 for the purchase of a 2018 Ducati Hypermotard 939 motorcycle. These transactions are representative of how the Subjects received, moved, and ultimately used victim monies for their own personal gain throughout the course of the scheme.
14. VC1 was ultimately reimbursed through funds provided to the Subjects by subsequent victims, as explained in detail below.

Victim Company #2

15. In or around July 2018, Victim Company #2 (“VC2”) was seeking a loan of approximately \$95 million for a real estate project and was introduced to the Subjects through a business contact. VC2 believed that the Subjects worked for GAV and that GAV was partnered with a wealthy investor named “Donald Weber” who would provide funding.
16. On or about July 12, 2018, acting on instructions from the Subjects, VC2 wired \$300,000 to the 0054 MI BoA Account. VC2 believed that Mindful was “Donald Weber’s” company.
17. On or about July 19, 2018, VC2 wired another \$300,000 to the 0054 MI BoA Account. VC2 was told by the Subjects to expect loan funding by August 2018. VC2 repeatedly asked the Subjects for a guarantee or proof of funds. The requests were ignored.
18. In or around the fall of 2018, a representative of VC2 spoke with “Donald Weber” by telephone and was told that funding was delayed because

“Donald Weber” was in Hong Kong and the wire transfer could not be processed. VC2 was additionally told on several occasions by the Subjects that wire transfers were being sent to VC2. No wire transfers were ever received by VC2. The Subjects consistently blamed various financial institutions for the transfers not being processed. Later, the Subjects told VC2 that they would personally pay back the \$600,000 fee. To date, VC2’s loan has not been funded and the \$600,000 “fee” has not been returned.

19. A review of the 0054 MI BoA Account revealed that after VC2 wired the funds, they were used by the Subjects to partially refund VC1 and to fund their lifestyles. For example, on July 13, 2018, the day following VC2’s initial wire, the Subjects wired \$50,000 to VC1 as partial repayment of VC1’s “fee.” On the same day, the subjects wired funds out of the 0054 MI BoA Account and into a Bank of America account ending in 6462 and held by the Subjects in the name of Reinhart Holdings (“the 6462 RH BoA Account”). From there, funds were wired to the KMG US Bank Account. Then, on July 16, 2018, the Subjects wired approximately \$77,000 out of the KMG US Bank Account to a motorsports company for the purchase of a 2018 BMW HP4 race bike. Later, on July 18, 2018, the Subjects wired an additional \$25,000 to VC1 out of the 0054 MI BoA Account. These transactions are representative of how the Subjects used multiple bank accounts in order to move proceeds of the fraud in a manner suggestive of an intent to conceal the origins of the funds.

### Victim Company #3

20. In or around July 2018, Victim Company #3 (“VC3”) was seeking a business loan of approximately \$20,000,000 in order to fund a private project. According to VC3, it was seeking the loan from GAV. VC3 believed that GAV had a business relationship with “Mark Williams,” who would be funding the loan.
21. During the loan funding process, the Subjects provided VC3 with “proof of funds” in the form of a bank statement purporting to show approximately \$400 million in an account held by “Williams” at Capital One. Through this investigation, law enforcement confirmed that the bank statement was fake. No such account existed at Capital One.
22. On or about July 20, 2018, through a business associate, VC3 provided GAV with \$537,500 as a PPI payment. The funds were wired to the 6462 RH BoA Account. After the funds were wired, the funding of VC3’s loan was delayed several times by the Subjects.
23. During this time, victim funds continued to be used by the Subjects to repay prior victims and fund their lifestyles. Specifically, on July 27, 2018, \$100,000 was wired out of the 0054 MI BoA Account to VC1 as a partial repayment of VC1’s PPI payment. Later, between on or about August 6, 2018 and August 14, 2018, the Subjects made at least four wire transfers



out of the KMG US Bank Account totaling approximately \$35,000 to a luxury cruise line as payment for an October 2018 cruise for TORRES, WEBER, and TORRES' parents.

24. In or around October 2018, VC3 told the Subjects that it was going to notify the authorities regarding the unfunded loan if its PPI payment was not returned.
25. On or about December 5, 2018, the Subjects' refunded VC3's associate \$537,500. This investigation revealed that the refund occurred approximately two days after the Subjects received a wire of \$2 million from Victim Company #4 on or about December 3, 2018, as discussed below.

#### Victim Company #4

26. On or about December 3, 2018, Victim Company #4 ("VC4") wired \$2 million to a BoA Account ending in 0996 and held by the Subjects in the name of Reinhart Holdings ("the 0996 RH BoA Account"). The next day, on December 4, 2018, the Subjects transferred the funds to the 0054 MI BoA Account and the 6462 RH BoA Account. After transferring the funds, the Subjects wired \$568,750 to a bank account held by VC1 as a final repayment of the "fee" paid by VC1 in July 2018. One day later, on December 5, 2018, the Subjects wired \$537,500 to an account held by VC3 as repayment for VC3's "fee." The next day, on December 6, 2018, the Subjects wired \$10,000 to an art dealer in Miami, Florida. That wire transfer corresponded to a piece of artwork billed to "Jason and Anna Torres" and shipped to an address associated with TORRES and WEBER.

#### Victim Company #5

27. In or around March 2019, Victim Company #5 ("VC5") sought funding for a loan of approximately \$55 million from Reinhart. According to VC5, the point of contact at Reinhart was "Mark Williams." As part of the loan funding process, VC5 was required to put down a deposit of approximately \$2,765,000. VC5 wired the funds on or about March 4, 2019 to a Bank of America account ending in 1005 and held by the Subjects in the name of Reinhart Holdings ("the 1005 RH BoA Account"). The following day, on March 5, 2019, the Subjects began transferring the funds to several of the Subject Accounts, including the 0054 MI BoA Account and the 0996 RH BoA Account. The Subjects then almost immediately began using the funds for their own personal benefit. For example, a review of the Subject Accounts revealed the following:
  - a. On March 5, 2019, one day after the VC5 wire, the Subjects wired \$245,269 to a luxury auto manufacturer based in San Francisco, California for the purchase a 2019 Lamborghini Urus. The car was purchased under the name of "Mako," a company associated with TORRES. Through this investigation, law

enforcement uncovered a photograph of the vehicle posted by TORRES on the social media platform Instagram in or around March 2019.

- b. On or about March 6, 2019, the Subjects wired \$35,000 to an art dealer in Miami, Florida. The wire transfer corresponded to a piece of artwork billed to “Jason and Anna Torres” and shipped to an address associated with TORRES and WEBER.
  - c. Between March 11, 2019 and March 22, 2019, the Subjects wired approximately \$1,962,000 to VC4 as repayment of VC4’s \$2 million PPI “fee.”
  - d. On March 29, 2019, the Subjects wired \$142,491.25 to a Tesla dealership for the purchase of a 2018 Tesla Model X. The purchase was billed to TORRES.
28. During the loan funding process, the Subjects sent VC5 several wire transfer statements purporting to show wire transfers from Reinhart to VC5. The statements referenced a business advantage checking account ostensibly held by “Williams” at Bank of America with an available balance of approximately \$73 million. Based on this investigation, law enforcement believes that the statements were fake and that no such account existed at Bank of America.
29. According to VC5, Reinhart was supposed to fund the loan by March 30, 2019. In or around late-March 2019, VC5 granted Reinhart an extension of the loan funding date to April 19, 2019. The loan was not funded by that date. In or around May 2019, VC5 demanded a refund of the PPI payment through an attorney. As of July 18, 2019, the funds had not been repaid.

#### Victim Company # 6

30. In or around April 2019, Victim Company #6 (“VC6”) was seeking financing in the amount of \$261,000,000 for an aviation related project. A business partner introduced an associate of VC6 to Reinhart Holdings. According to the VC6 associate, the point of contact at Reinhart was an individual named “Mark Williams.” The Subjects requested that VC6 put up \$4,950,000 as a PPI payment, which would be deposited into a bank account held by Reinhart. VC6 requested that the funds be placed into an escrow account, but the Subjects refused.
31. During the loan negotiation process, a VC6 representative had a conference call with “Williams” and a third individual identified by “Williams” as a Bank of America “compliance officer.” The VC6 representative inquired about the compliance officer’s last name and employee number, but the individual would not provide the information.

32. VC6 ultimately decided not to seek funding through Reinhart. However, based on this investigation, I believe that VC6 was being groomed as a potential victim of the above referenced scheme as recently as May 2019.

### **CONCLUSION**

For the foregoing reasons, there is probable cause to believe that TORRES and WEBER engaged in the offenses of Wire Fraud Conspiracy, in violation of Title 18, United States Code, Section 1349, and Money Laundering Conspiracy, in violation of Title 18, United States Code, Section 1956(h).