

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION**

<b>UNITED STATES OF AMERICA</b>	:	<b>INDICTMENT</b>
	:	
<b>v.</b>	:	<b>CRIMINAL NO. 1:24-CR- <u>37</u></b>
	:	
	:	<b>VIOLATIONS:</b>
	:	
<b>ANDREW AGA a/k/a DREW AGA a/k/a</b>	:	<b>18 U.S.C. § 1341</b>
<b>ANDREW MITCHELL</b>	:	<b>18 U.S.C. § 1343</b>
<b>Defendant</b>	:	<b>18 U.S.C. § 981(a)(1)(C)</b>
	:	<b>28 U.S.C. § 2461(c)</b>

**THE GRAND JURY CHARGES:**

At all times material to this Indictment:

**GENERAL INTRODUCTION**

1. In April 2010, Friendship Missionary Baptist Church of Broad Avenue, Inc. acquired the property and facilities located at 400 Pine Avenue, Albany, Dougherty County, Georgia from First Baptist Church of Albany. Shortly thereafter, the congregation moved from its prior location in the 400 Block of West Broad Avenue to the facility at 400 Pine Avenue.

2. Public Insurance Adjustors work on behalf of policyholders to ensure that insured persons or entities receive full and fair compensation from an insurance carrier in the event of an insured loss.

3. On October 10, 2018, Hurricane Michael, a Category 5 hurricane made landfall near Mexico Beach, Florida. The storm's eyewall moved North, Northeast bringing Category 3 winds of up to 115 miles per hour and significant rainfall into Albany, Dougherty County, Georgia. Hurricane Michael was a "major disaster" as that term is defined in Title 42, United States Code, Section 5122(2). The conduct charged herein took place in relation to and involved a benefit paid in connection with said major disaster.

4. The facility at 400 Pine Avenue suffered significant structural damage as a result of the wind and rain associated with Hurricane Michael.

5. The facility located at 400 Pine Avenue was insured by Brotherhood Mutual Insurance Company of Fort Wayne, Indiana.

6. C.W., the pastor, and W.T., a representative of the Deacon Board contacted Brotherhood Mutual regarding the damage the facility suffered.

7. An initial inspection revealed damages to the building likely to exceed \$215,000 in repairs.

8. On or about November 15, 2018, Brotherhood Mutual issued Check Number 2774940 to Friendship Missionary Baptist Church of Broad Avenue, Inc for \$183,207.89. This check was sent via United States Mail to Friendship Missionary Baptist Church of Broad Avenue, Inc. and deposited.

9. In November 2018, E.G. arrived at 400 Pine Avenue and identified himself as an employee of Blue Key Construction present to assist the church with repairs and to maximize their insurance settlement. During the month of November 2018, E.G. presented W.T. with a number of documents for signature, including but not limited to: 1) a contract for Blue Key to conduct certain structural repairs at 400 Pine Avenue; 2) a contract for **ANDREW AGA** (hereinafter “**AGA**”) to act as Public Adjustor in the claim made by Friendship Missionary Baptist Church of Broad Avenue, Inc. to Brotherhood Mutual as a result of the damages suffered from Hurricane Michael.

**COUNTS ONE through THREE**

**(Mail and Wire Fraud)**

Beginning on or about October 10, 2018, and continuing through on or about June 2022, in the Middle District of Georgia and elsewhere within this Court’s jurisdiction, the Defendant,

**ANDREW AGA a/k/a DREW AGA a/k/a ANDREW MITCHELL,**

did, for the purpose of executing and in furtherance of the scheme and artifice to defraud Friendship Missionary Baptist Church of Broad Avenue, Inc. and Brotherhood Mutual with the intent to defraud, devise and willfully participate in a scheme and artifice to defraud Brotherhood Mutual Insurance and Friendship Missionary Baptist Church of Broad Avenue, Inc. and obtain money by materially false and fraudulent pretenses, representations and promises.

**AGA** did execute the scheme and artifice by the following manner and means:

- **AGA** knowingly took and received from an authorized depository for mail matter, to wit: certain checks drawn on Brotherhood Mutual Insurance issued based on his false representations regarding damages to and repairs completed at Friendship Missionary Baptist Church of Broad Avenue, Inc.'s facility on Pine Avenue in Albany, Dougherty County, Georgia;
- **AGA** knowingly caused to be delivered by mail any matter or thing, to wit: certain checks drawn on Brotherhood Mutual Insurance issued based on his false representations regarding damages to and repairs completed at Friendship Missionary Baptist Church of Broad Avenue, Inc.'s facility on Pine Avenue in Albany, Dougherty County, Georgia according to the direction thereon and at the place at which it is directed to be delivered by the person to whom it is addressed;
- **AGA** knowingly caused to be transmitted by means of wire communication in interstate commerce certain writings: to wit: contracts, estimates, proofs of loss, invoices and other documents purporting to demonstrate repairs needed and undertaken at Friendship Missionary Baptist Church of Broad Avenue, Inc.'s facility on Pine Avenue in Albany, Dougherty County, Georgia;



**AGA** executed the scheme through the use of wire communications such as emails and received the proceeds of the scheme via United States Mail as outlined below:

1. In December 2018, **AGA** began emailing Brotherhood Mutual representing himself to be a Georgia Public Adjustor employed by International Consulting Group. **AGA** was purportedly affiliated with a number of corporate entities including but not limited to International Consulting Group, Texas Wind Consultants, LLC, and Loss Consultants of Texas, LLC d/b/a Texas Claim Consultants.
2. In January 2019, **AGA** emailed Brotherhood Mutual an itemized estimate for repairs at Friendship Missionary Baptist Church of Broad Avenue, Inc. totaling roughly \$2.1 million. This estimate was on letterhead of a company referred to as “Georgia Claim Consultants.”
3. In February 2019, **AGA** provided to Brotherhood a second estimate for repairs at Friendship Missionary Baptist Church of Broad Avenue, Inc. totaling roughly \$5 million.
4. On March 4, 2019, **AGA** emailed J.S., an adjustor with Syndicate Claims a proof of loss indicating that the damages to Friendship Missionary Baptist Church of Broad Avenue, Inc. would cost \$7.1 million to repair.
5. On March 13, 2019, **AGA** emailed a follow-proof of loss indicating the total cost of repairs to be \$6.1 million.
6. On July 19, 2019, Brotherhood Mutual issued check number 2815717 jointly payable to Friendship Missionary Baptist Church of Broad Avenue, Inc. and Andrew J. Aga for \$3,376,102.18. This check was sent via United States Mail to Friendship Missionary Baptist Church of Broad Avenue, Inc.

7. On July 24, 2019, **AGA** emailed Brotherhood Mutual Insurance requesting that the payees be changed to Friendship Missionary Baptist Church of Broad Avenue, Inc. and Loss Consultants of Texas, LLC d/b/a Texas Claim Consultants. **AGA** also requested that the reissued check be mailed to 920 Cedar Grove Road, Cedar Lake Shores, Texas.
8. On July 24, 2019, Brotherhood Mutual issued check number 2818303 jointly payable to Friendship Missionary Baptist Church of Broad Avenue, Inc. and Loss Consultants of Texas, LLC d/b/a Texas Claim Consultants for \$3,376,102.18 and mailed it as requested.
9. An endorsement on behalf of Friendship Missionary Baptist Church of Broad Avenue, Inc. was forged prior to this check being negotiated to the benefit of **AGA**.
10. On July 30, 2019, C.W. received and negotiated a check for \$50,000 from Texas Wind Consultants, LLC. **AGA** hand-delivered this check to C.W. in Albany, Georgia.
11. On July 31, 2019, Blue Key Construction submitted an invoice totaling \$2.4 million for works allegedly performed for Friendship Missionary Baptist Church of Broad Avenue, Inc.
12. In August 2019, **AGA** initiated the process to legally change his name from Andrew **AGA** to Andrew Mitchell under the laws of the State of Texas. This process was finalized before the end of calendar year 2019.
13. On November 26, 2019, **AGA** submitted a proof of loss totaling \$7.495 million.
14. On December 11, 2019, Brotherhood Mutual issued Check Number 2843996 jointly payable to Friendship Missionary Baptist Church of Broad Avenue, Inc. and Loss Consultants of Texas, LLC d/b/a Texas Claim Consultants for \$2,762,783.93. This check was mailed to **AGA** at 1500 Marina Bay Drive, Kemah, Texas.

15. An endorsement on behalf of Friendship Missionary Baptist Church of Broad Avenue, Inc. was forged prior to this check being negotiated to the benefit of **AGA**.
16. On March 4, 2020, C.W. received and negotiated a check for \$50,000 from Texas Wind Consultants, LLC. **AGA** hand-delivered this check to C.W. in Albany, Georgia.
17. On November 20, 2020, **AGA** submitted an invoice from "Air Done Right Htg & A/C LLC" for \$950,000.
18. **AGA** also submitted a certification of completion from Blue Key Construction stating that substantial completion on the repairs would be reached on March 31, 2021, per their December 19, 2019, contract for over \$18 million in repairs.
19. On January 6, 2021, Brotherhood Mutual issued Check Number 2843996 jointly payable to Friendship Missionary Baptist Church of Broad Avenue, Inc. and Loss Consultants of Texas, LLC d/b/a Texas Claim Consultants for \$544,512.80. This check was mailed to **AGA** at 1500 Marina Bay Drive, Kemah, Texas.
20. An endorsement on behalf of Friendship Missionary Baptist Church of Broad Avenue, Inc. was forged prior to this check being negotiated to the benefit of **AGA**.
21. On September 30, 2021, **AGA** emailed Brotherhood Mutual the fraudulent \$18.6 million contract between Blue Key Construction and Friendship Missionary Baptist Church of Broad Ave. Inc.
22. Friendship Missionary Baptist Church of Broad Avenue, Inc. received less than one-third of the proceeds paid by Brotherhood Mutual. The facilities at Friendship Missionary Baptist Church of Broad Avenue, Inc. were not fully repaired by Blue Key. It halted construction in February 2021 after receiving approximately \$150,000 from



Friendship Missionary Baptist Church of Broad Avenue, Inc. and approximately \$2.3 million from **AGA**.

23. **AGA** falsely claimed to representatives of Blue Key that the insurance company refused payment beyond approximately \$2.5 million.

24. In June 2022, **AGA** met with representatives of Friendship Missionary Baptist Church of Broad Avenue, Inc. regarding their concerns that repairs were incomplete at the facility. **AGA** falsely stated that Brotherhood Mutual had made only the first payment in November 2018 and was withholding further payments.

On or about the dates specified as to each count, in the Middle District of Georgia and elsewhere, the defendant,

**ANDREW AGA a/k/a DREW AGA a/k/a ANDREW MITCHELL,**

for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud by means of materially false and fraudulent pretenses and representations did knowingly cause to be transmitted in interstate and foreign commerce by means of wire communications certain signals and sounds and cause to be delivered by the United States Postal Service according to the directions thereon, the items identified in below in each count:

Count One	On or about December 11, 2019	Caused mailing of check number 2843996 for \$2,762,783.93 to Texas.	Mail Fraud	18 U.S.C. § 1341
Count Two	On or about January 6, 2021	Caused mailing of check number 2843996 for \$544,512.80 to Texas.	Mail Fraud	18 U.S.C. § 1341
Count Three	On or about September 30, 2021	Emailed Brotherhood Mutual the fraudulent \$18.6 million contract	Wire Fraud	18 U.S.C. § 1343

		between Blue Key Construction and Friendship Missionary Baptist Church of Broad Ave. Inc.		
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All in violation of Title 18, United States Code, Sections 1341 and 1343.

**FORFEITURE NOTICE**

**(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) - Criminal Forfeiture)**

1. The allegations contained in Counts One through Three of this Indictment are hereby re-alleged and incorporated by reference into this Notice for the purpose of alleging forfeiture to the United States of America, pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense(s) in violation of Title 18, United States Code, Sections 1341 and 1343 set forth in Counts One through Three of this Indictment, the defendant, **ANDREW AGA a/k/a DREW AGA a/k/a ANDREW MITCHELL**, shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s), including but not limited to: a personal money judgment in an amount to be determined.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon exercise of due diligence;
- (b) has been transferred, sold to or deposited with, a third person;
- (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 subdivided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 981(a)(1)(C) through Title 28, United States Code, Section 2461(c).

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

A TRUE BILL.

s/ Foreperson of the Grand Jury  
FOREPERSON OF THE GRAND JURY

PRESENTED BY:

PETER D. LEARY  
UNITED STATES ATTORNEY



LEAH E. MCEWEN  
ASSISTANT UNITED STATES ATTORNEY

Filed in open court this 11 day of September, 2024.

  
Deputy Clerk