

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

RENEW FORESTRY GROUP, LLC,  
RENEW DEVELOPMENT GROUP, LLLP,  
RENEW HOLDINGS, LLC, and  
BRIAN A. MILLER

Defendants.

**COMPLAINT**

**Case No.** 1:21-cv-81

**JURY TRIAL DEMANDED**

Plaintiff Securities and Exchange Commission (the “SEC”) files this Complaint against Defendants Renew Forestry Group, LLC (“Renew Forestry”), Renew Development Group, LLLP (“Renew Development”), Renew Holdings, LLC (“Renew Holdings”), and Brian A. Miller (“Miller”) (collectively, “Defendants”) and alleges as follows:

**SUMMARY**

1. This case concerns a \$1.1 million offering fraud perpetrated by Brian Miller together with entities he controlled, Renew Forestry, Renew Development, and Renew Holdings (collectively, the “Renew Entities”). Miller and the Renew Entities targeted faith-based communities, selling securities to fund a Liberian timber business operated by Renew Forestry and touting their humanitarian relief efforts in Liberia. From 2016 through 2018, Miller and the Renew Entities sold investments to at least 36 investors by misleading them about the amount of land Renew Forestry held in Liberia, its operations in Liberia, and the prospects for Renew Forestry to become profitable in the near future.

2. In soliciting investments, Defendants wildly inflated Renew Forestry's land holdings. Defendants told prospective investors that Renew Forestry had as much as 1.9 million acres of land in Liberia for harvesting, when in reality Renew Forestry had only 36,000 acres.

3. Defendants also misled investors by indicating that Renew Forestry would begin harvesting timber in Liberia shortly and that investors could expect to receive returns of up to 172% within the first year of investing. In fact, at the time Defendants were soliciting investments, Renew Forestry was far from ready to begin logging—let alone become profitable—because Renew Forestry lacked the necessary infrastructure, equipment, and felling certificate needed for timber operations. Indeed, it has been over five years since Defendants began soliciting these investments, and Renew Forestry has yet to harvest a single tree.

4. Defendants further deceived investors by claiming that Renew Forestry would soon extract gold and diamonds from the inflated acreage when Renew Forestry had no agreements or licenses to conduct mining operations in Liberia.

5. By engaging in this misconduct, Defendants Renew Forestry, Renew Development, Renew Holdings, and Miller have violated, and unless enjoined will continue to violate, Section 17(a) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

#### **JURISDICTION AND VENUE**

6. The SEC brings this action pursuant to Sections 20(b) and 20(d) of the Securities Act [15 U.S.C. §§ 77t(b) and 77t(d)], and Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)], to enjoin such acts, transactions, practices, and courses of business, and to obtain civil penalties against Miller, and such other and further relief as the Court may deem just and

appropriate.

7. This Court has jurisdiction over this action pursuant to Sections 20(b) and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b) and 77v(a)] and Sections 21(d), 21(e) and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e) and 78aa].

8. Venue lies in this District pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)] and Section 27 of the Exchange Act [15 U.S.C. § 78aa]. Certain of the acts, practices, transactions, and courses of business constituting the violations alleged herein occurred within the Western District of Pennsylvania, Defendants transact business within the Western District of Pennsylvania, and Defendant Miller is a resident of the Western District of Pennsylvania.

9. In connection with the conduct alleged in this Complaint, Defendants, directly or indirectly, singly or in concert, made use of the means or instruments of transportation or communication in, or instrumentalities of, interstate commerce, or the mails, or the facilities of a national securities exchange.

#### **DEFENDANTS**

10. **Renew Forestry** is a Pennsylvania Limited Liability Company with its principal place of business in Venango, Pennsylvania. Renew Forestry is indirectly owned and controlled by Miller.

11. **Renew Development** is a Nevada Limited Liability Limited Partnership with its principal place of business in Venango, Pennsylvania. Renew Development is indirectly owned and is controlled by Miller.

12. **Renew Holdings** is a Nevada Limited Liability Company with its principal place of business in Venango, Pennsylvania. Renew Holdings is owned and controlled by Miller.

13. **Miller**, age 49, is a resident of Venango, Pennsylvania. He is the managing member of Renew Forestry, the general partner of Renew Development, and the managing member of Renew Holdings.

## **FACTUAL ALLEGATIONS**

### **A. Background of the Renew Entities**

14. Renew Forestry, Renew Development and Renew Holdings were all formed in 2014, and Miller was named a managing member of Renew Forestry and Renew Holdings and a general partner of Renew Development.

15. Shortly thereafter, Miller and certain associates began soliciting investments for the development of a commercial timber company in Liberia, Renew Forestry, which would harvest and sell tropical hardwoods.

16. In 2014 and 2015, Miller and his associates offered and sold limited partnership interests in Renew Development to fund Renew Forestry's timber business in Liberia.

17. Renew Forestry used the initial investment proceeds to obtain a forest management agreement to conduct timber operations on a 36,000-acre tract of land in the Kiteabo Estate of Liberia.

### **B. Defendants Solicited Over \$1 Million from 2016 through 2018**

18. In January 2016, Miller separated from the associates who had helped form the Renew Entities.

19. Following the January 2016 separation, Miller assumed control over the Renew Entities. Beginning at least in January 2016, Miller made all significant decisions concerning the Renew Entities and controlled the bank accounts for the Renew Entities. Miller and the Renew Entities disregarded corporate formalities, using Renew Forestry, Renew Development, and

Renew Holdings interchangeably.

20. In January 2016, Renew Forestry was not ready to begin logging operations in Liberia. Before Renew Forestry could commence timber operations, it needed to set up a compound and lumber camp, obtain specialized logging equipment, and obtain approvals from the Liberian government. Renew Forestry did not have the resources to fund these activities.

21. At Miller's direction, the Renew Entities solicited additional investments beginning in February 2016. Defendants targeted Christian communities, including people that Miller met at meetings held at his local church, and touted their plans to use a portion of Renew Forestry's profits for humanitarian aid in Liberia. Miller also encouraged those individuals to refer other prospective investors.

22. At Miller's direction, the Renew Entities also solicited investments from individuals who had previously invested in other companies with which Miller had been associated.

23. At Miller's direction, the Renew Entities distributed documents that were styled as "newsletters" to the individuals they targeted, inviting them to invest in Renew Forestry's Liberian timber business.

24. These newsletters were sent at various times under the names Renew Development, Renew Forestry, and/or Renew Holdings and directed investors, at various times, to make their investments payable to Renew Development, Renew Forestry, or Renew Holdings. Miller moved invested funds through various accounts for the Renew Entities.

25. Investments took the form of limited partnership interests in Renew Development, promissory notes with Renew Development, or promissory notes with Renew Holdings. Regardless of how the investments were structured, Miller and the Renew Entities told investors

that the purpose of their investments was to fund Renew Forestry's timber operation in Liberia.

26. The offering documents prepared at Miller's direction told individuals investing as limited partners in Renew Development that they would receive a pro rata distribution of the profits Renew Development received from Renew Forestry's operations.

27. Investors who purchased promissory notes from Renew Development or Renew Holdings were told in the offering documents, prepared at Miller's direction, that their principal would be repaid in one to two years and they would be paid interest at rates ranging from 6% to 12%. The Renew Development and Renew Holdings promissory notes also offered investors a pro rata share of 10% of the net profits from Renew Forestry's timber operations.

28. At Miller's direction, Renew Development made periodic salary payments to Miller which were funded by investor deposits.

29. In total, from February 2016 through August 2018, Miller and the Renew Entities raised at least \$1.1 million from at least 36 investors.

**C. Defendants Misled Investors About Renew Forestry's Assets, Operations, and Prospects for Near-Term Profitability**

30. The newsletters that Miller and the Renew Entities distributed contained blatant misrepresentations about the amount of acreage for which Renew Forestry had obtained logging rights, Renew Forestry's readiness to commence timber or mining operations, and Renew Forestry's prospects for near-term profitability.

31. For example, in a February 2016 newsletter, Renew Development claimed that Renew Forestry had 585,000 acres of valuable virgin timber "being readied for harvest right now," and that Renew Forestry would soon be extracting gold and diamonds as well. Likewise, in a July 2017 newsletter, Renew Forestry and Renew Holdings claimed that Renew Forestry had obtained additional timber land, which "brings the total acres under our control to about 1.9

million acres (timber and minerals).”

32. These newsletters vastly inflated Renew Forestry’s logging rights. In fact, between February 2016 and July 2017, Renew Forestry had rights to conduct logging operations on only the 36,000-acre tract of land that it had acquired in 2015. Renew Forestry did not actually acquire the rights to any additional land in 2016 or 2017.

33. Contrary to the statements in the February 2016 and July 2017 newsletters, Renew Forestry did not have access to any land for mineral extraction. The forest management agreement that Renew Forestry had with the Kiteabo Estate did not allow it to extract gold, diamonds, or other minerals from the 36,000-acre tract of land—the only land that was even arguably under its control. Renew Forestry also had no mining license.

34. Contrary to the statement in the February 2016 newsletter, the 36,000-acre tract was not actually “being readied for harvest.” As Miller knew, Renew Forestry did not have the necessary infrastructure in Liberia for logging. Before beginning harvesting, Renew Forestry needed to set up a compound and lumber camp, improve roads, refurbish a nonworking port to transport the timber, and purchase logging equipment. In addition, as Miller also knew, Renew Forestry still had not obtained a felling certificate from the Liberian government, which is required before logging can commence.

35. The newsletters also misrepresented how soon Renew Forestry could become profitable and the rate of return on investments with the Renew Entities. For example, the February 2016 newsletter estimated a 91% profit return within one year, and the July 2017 newsletter claimed a return of 172% in the first year.

36. Miller knew that it was not possible for the Renew Entities to meet these projections. Renew Forestry had no ongoing logging operations. And contrary to what Miller

and the Renew Entities told investors, Renew Forestry had no near-term prospects of beginning operations, because it had no camp, equipment, or felling certificate. Indeed, in April 2016, Renew Forestry's financial consultant had advised Miller that Renew Forestry would not generate profits for investors for at least three to four years after timber production commenced, and little progress had been made since that time.

37. Renew Forestry still has not established a compound or lumber camp for logging operations in Liberia, has not acquired any logging equipment, has not obtained a felling certificate from the Liberian government, and has not harvested a single tree.

**D. Miller and the Renew Entities Violated the Anti-Fraud Provisions of the Federal Securities Laws**

38. The Renew Development limited partnership interests, Renew Development promissory notes, and Renew Holdings promissory notes offered and sold to investors are securities within the meaning of both the Securities Act and the Exchange Act. The conduct described herein was in the offer or sale of securities and in connection with the purchase or sale of securities.

39. In their sales or offers to sell securities, Miller and the Renew Entities made use of means or instruments of interstate transportation or communication in interstate commerce or of the mails, including using the internet, interstate phone calls, and the United States mail.

40. The misrepresentations and omissions set forth herein, individually and in the aggregate, are material. A reasonable investor would have considered the misrepresented facts and omitted information—including among other items, misrepresentations about Renew Forestry's assets, operations, and potential profitability—important in deciding whether or not to invest in the Renew Entities. Disclosure of the accurate facts or omitted information would have altered the "total mix" of information available to investors.



41. In connection with the conduct described herein, Miller, Renew Forestry, Renew Development, and Renew Holdings acted knowingly and/or recklessly and negligently.

42. Miller and the Renew Entities were the makers of the false and misleading statements described herein to prospective investors.

43. Through their material misrepresentations and omissions, Miller, Renew Forestry, Renew Development, and Renew Holdings each obtained money or property from investors.

44. Miller, Renew Forestry, Renew Development, and Renew Holdings each engaged in acts, transactions or courses of business that operated as a fraud or deceit upon offerees, purchasers and prospective purchasers of the securities described herein.

**FIRST CLAIM FOR RELIEF**  
**Violations of Securities Act Section 17(a)**  
**(Against All Defendants)**

45. The Commission re-alleges and incorporates by reference here the allegations in paragraphs 1 through 44.

46. Defendants, directly or indirectly, singly or in concert, in the offer or sale of securities and by the use of the means or instruments of transportation or communication in interstate commerce or the mails, (1) knowingly or recklessly have employed one or more devices, schemes or artifices to defraud, (2) knowingly, recklessly, or negligently have obtained money or property by means of one or more untrue statements of a material fact or omissions of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and/or (3) knowingly, recklessly, or negligently have engaged in one or more transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchaser.

47. By reason of the foregoing, Defendants, directly or indirectly, singly or in concert,

have violated and, unless enjoined, will again violate Securities Act Section 17(a) [15 U.S.C. § 77q(a)].

**SECOND CLAIM FOR RELIEF**  
**Violations of Exchange Act Section 10(b) and Rule 10b-5 Thereunder**  
**(Against All Defendants)**

48. The Commission re-alleges and incorporates by reference here the allegations in paragraphs 1 through 44.

49. Defendants, directly or indirectly, singly or in concert, in connection with the purchase or sale of securities and by the use of means or instrumentalities of interstate commerce, or the mails, or the facilities of a national securities exchange, knowingly or recklessly have (i) employed one or more devices, schemes, or artifices to defraud, (ii) made one or more untrue statements of a material fact or omitted to state one or more material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and/or (iii) engaged in one or more acts, practices, or courses of business which operated or would operate as a fraud or deceit upon other persons.

50. By reason of the foregoing, Defendants, directly or indirectly, singly or in concert, have violated and, unless enjoined, will again violate Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

**PRAYER FOR RELIEF**

WHEREFORE, the Commission respectfully requests that the Court enter a Final Judgment:

I.

Permanently enjoining Defendants and their agents, servants, employees and attorneys and all persons in active concert or participation with any of them from violating, directly or

indirectly, Securities Act Section 17(a) [15 U.S.C. § 77q(a)] and Exchange Act Section 10(b) [15 U.S.C. §§ 78j(b)] and Rule 10b-5(b) thereunder [17 C.F.R. §§ 240.10b-5];

II.

Ordering Defendant Miller to pay civil monetary penalties under Securities Act Section 20(d) [15 U.S.C. § 77t(d)] and Exchange Act Section 21(d)(3) [15 U.S.C. § 78u(d)(3)]; and

III.

Granting any other and further relief this Court may deem just and proper.

Respectfully submitted,

Date: March 1, 2021

s/ Julia C. Green  
Julia C. Green  
Jennifer Chun Barry  
Kingdon Kase  
Patricia A. Kuzma Trujillo

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