

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

05-2020-CF-44246-AXXX-XX

AFFIDAVIT FOR ARREST WARRANT

BEFORE ME, R. LEMONIDIS, a Judge of the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, personally appeared Special Agent Bradley D. Lewis of the Florida Department of Law Enforcement who, being first being duly sworn by me, deposes and requests that an arrest warrant be issued for:

Name: Brian Gregory West

Date of Birth: February 1, 1948

Last Known Address: 1151 SW 30th Street, Suite D, Palm City, Fl. 34990

Social Security Number: [REDACTED]

Race: White

Sex: Male

Height: 5'9"

Weight: Approximately 180 lbs.

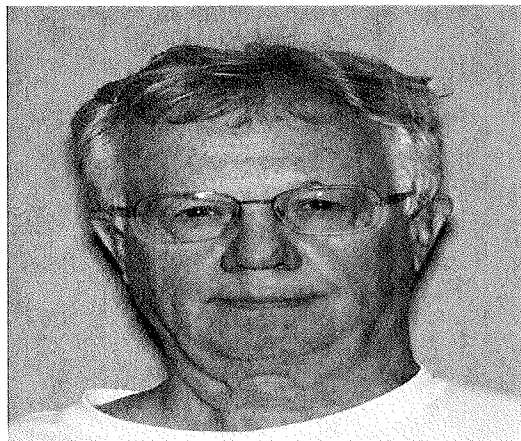
Hair Color: Grey

Eye Color: Brown

FILED IN VIERA
CLERK OF CIR. CT.
BREVARD CO. FL.

2020 SEP 30 P 2:11

SCOTT ELLIS



- Charging violations of Section 838.015, Florida Statutes, to wit: One (1) count Bribery, a felony of the second degree.
- Charging violations of Sections 777.04(3) & 838.015, Florida Statutes, to wit: One (1) count of Conspiracy to Commit Bribery, a felony of the third degree.
- Charging violations of Section 934.215, Florida Statutes, to wit: Six (6) counts Unlawful use of a two-way communication device, a Felony of the third degree.

The facts establishing probable cause for the issuance of a warrant are as follows:

Your Affiant Bradley Lewis is a Special Agent (SA) with the Florida Department of Law Enforcement (FDLE) and is currently assigned to the Federal Bureau of Investigation's (FBI) Safe Streets Task Force. Your Affiant obtained a Bachelor of Arts degree in Criminal Justice Administration and has been a sworn law enforcement officer in the state of Florida for over 24 years, during which Your Affiant has written and executed numerous warrants. Prior to becoming employed with FDLE, Your Affiant was employed with the Brevard County and Lake County Sheriff's Office where Your Affiant worked in Uniformed Patrol, Special Operations, and Criminal Investigation Units. Your Affiant has conducted numerous criminal investigations pertaining to homicides, robberies, public integrity, drug sales and trafficking, fraud, sex crimes and other violations of Florida criminal statutes.

Initial Information:

On August 2, 2020, SA Lewis was contacted by a Confidential Source (hereinafter "CS"), who is a public servant. In summary, the CS reported that on Tuesday, July 28, 2020, or Thursday, July 30, 2020, Puneet Kapur (hereinafter "PK") contacted the CS and requested a meeting. On August 2, 2020, the CS met with PK at the Holiday Inn Express & Suites located at 1206 Malabar Road, Palm Bay, Brevard County, Florida. PK is the General Manager of the hotel.

The CS said they arrived at the hotel at approximately 1220 hours, entered the business, and met with PK. The CS and PK traveled to an empty dining room and briefly engaged in small talk. PK then introduced the topic of the rezoning of the Plantation Circle, which was then

scheduled to be voted on by the Palm Bay City Council on August 6, 2020. PK said "they" really want to get the property rezoned for commercial use and need CS' vote. PK said they already have Palm Bay Mayor William Capote and Palm Bay City Councilman Kenny Johnson's votes. The CS presumed PK was referring to himself and land developer Brian West (hereinafter "West") when he stated "they" really want to get the property rezoned commercial.

PK informed the CS that "they" could help the CS, which the CS believed was linked to the CS' willingness to vote for the rezoning of the property. PK obtained his cell phone and utilized the calculator function on the phone to display "1,500." PK then stated, "This is what I can get you," which the CS presumed was an offer of \$1,500 for the CS' vote for the rezoning. The CS informed PK that the CS did not think the rezoning of the property was a good plan. PK quickly responded by again showing the CS his phone that now displayed "2,000." The CS presumed that PK, on behalf of West, was now offering to pay the CS \$2,000 for the CS' vote. The CS felt very uncomfortable by the offer and informed PK that the CS would think about the offer and let him know. The CS was scheduled to attend a meeting near the hotel the following day and would stop by the hotel after the meeting.

When directly questioned about what the CS thought PK's intentions were during the meeting, the CS had absolutely no doubt that PK was offering the CS money in exchange for the CS' vote to approve the rezoning of the Plantation Circle property. The CS also believed the bribe was offered on behalf of West. The CS has had previous meetings with West, and most, if not all, of which were facilitated by PK.

Law Enforcement Supervised Contact Between CS and PK:

On August 3, 2020, at approximately 1440 hours, SA Lewis and FBI SA Andersen met with the CS in Palm Bay. The CS was briefed on the operation and equipped with electronic devices intended to record the meeting and allow the conversation between the CS and PK to be heard in real-time. At approximately 1700 hours, SA Andersen conducted a search of the CS and the CS' vehicle. No currency or contraband was found in the CS' vehicle or possession.

At approximately 1705 hours, the CS departed from the meeting location and was followed to the aforementioned hotel where the meeting with PK was held. The CS arrived at the hotel at approximately 1707 hours and entered the hotel thereafter. The CS met with PK and they traveled to the hotel's dining room. After losing the ability to hear the conversation in "real time," SA Andersen entered the hotel and observed the CS meeting with PK in the hotel's dining room. At 1719 hours, the CS departed from the hotel and was followed back to the original meeting location.

A debriefing of the CS was conducted post operation. In summary, the CS and PK spoke about the importance of obtaining CS's vote for the approval of the rezoning of West's property. The CS inquired about what the CS would receive by voting in favor of the rezoning and was informed by PK that the CS would be paid by West. The CS said PK was reluctant to clearly verbalize the amount West was willing to pay the CS, but instead, PK whispered what the CS thought was "2,000." The CS was possible willing to vote in favor of the rezoning but would need to be compensated in cash. Ultimately, PK said West would contact the CS and set up a meeting.

The CS departed after the debriefing, and prior to departing from the immediate area, the CS returned to the meeting location and contacted SA Lewis. The CS informed SA Lewis that the CS had just received a message from PK in which PK requested a return call. The CS entered SA Lewis' vehicle and authorized the recording of a call between the CS and PK. During the brief call, PK said he spoke with West and West wanted to meet with the CS. PK informed CS that West would call the CS the following day. Prior to the conclusion of the call, PK stated, "I hope I can trust you."

Later that evening, the CS informed SA Lewis that PK sent the CS a text message that West wanted to meet with the CS on August 5, 2020. The CS told PK that the meeting would need to be held in Sebastian where the CS was working. In what appeared to be a coded text message purportedly related to payment of the CS, PK inquired, "How many more boxes do you need?" The CS responded back asking, "How much do you think Brian will pay?" PK responded, "Ask him Wednesday." Ultimately, it was agreed that West and the CS would meet on August 5, 2020, at Giuseppe's Pizzeria in Sebastian, Florida. The CS provided SA Lewis with a screenshot of the text messages between the CS and PK, which supported what the CS stated.

On August 4, 2020, SA Lewis contacted Assistant State Attorney (ASA) Kathy Speicher and provided her with updates pertaining to the aforementioned contacts. SA Lewis also requested the issuance of subpoenas for the phone records pertaining to PK and West's phones.

Contact Between CS and PK:

On August 5, 2020, the CS informed SA Lewis that the CS received a text message from PK saying the meeting with West was canceled. The CS provided SA Lewis with a screenshot of the text messages between the CS and PK, which supported what the CS reported. As directed by SA Lewis, at approximately 0933 hours, the CS contacted PK via the above-listed telephone number. The following is a summary of the recorded call:

The CS and PK exchange pleasantries and PK mentioned that he trusts the CS as a friend. PK informed the CS that "Somebody told him that you were trying to set me and him (presumed to be West) up," which is the reason why West "backed away" from the meeting. PK said he considers the CS a friend and was only trying to help the CS by getting the CS "this offer." PK mentioned that he has also received calls and text messages from Palm Bay City Councilman Jeffrey Alan Bailey, Jr. PK said he knows what goes on behind the scenes and that Palm Bay City Councilman Kenny Johnson was playing (undefined) games. PK stressed that he needs to be careful about who he trusts.

PK mentioned that the vote pertaining to the rezoning of West's property was rescheduled to September 3, 2020, and subsequently stated, "When you want to meet in person, like (unintelligible), he's, he's ready to meet. But you understand, he got scared with all that crap." The CS acknowledged PK's concerns, to which PK responded, "What do you think, what's the last number I should tell him?" The CS requested additional time to contemplate the payment amount and the subjects agreed to talk in the future.

On August 12, 2020, the CS sent PK a text message inquiring if PK had "time to talk today." PK responded, "waiting for his call sorry." The CS wrote, "All good," to which PK responded, "He is riding the Johnson horse right now!" When directly questioned about what PK

meant by "riding the Johnson horse," the CS assumed it meant that West was also attempting to bribe Palm Bay City Councilman Kenny Johnson into voting for the rezoning of West's property. The CS provided SA Lewis with a screenshot of the text messages between the CS and PK, which supported what the CS reported.

Phone Records Supporting Contact Between West and PK:

On August 13, 2020, SA Lewis electronically received AT&T phone records pertaining to the telephone number (772) 285-7664, an account registered to PK. Through review of the records it was revealed that PK's telephone number (772) 285-7664 was frequently in contact with the telephone number (772) 221-8500. A query of telephone number (772) 221-8500 revealed that the number was registered to Westco Development, a company owned by West. The following information was obtained from the review of the telephone records pertaining to telephone number (772) 285-7664:

The CS reported that on July 28th or July 30, 2020, PK called the CS and requested a meeting. The review of PK's phone records revealed that on July 30, 2020, at the listed Coordinated Universal Time (UTC) time of 16:44:45 and 19:39:39, calls originating from (772) 285-7664 were placed to the CS' phone. The review also revealed that on July 30, 2020, a total of 12 text messages or calls were transmitted between the telephone numbers (772) 285-7664 and (772) 221-8500.

On August 2, 2020, the CS met with PK, during which PK appeared to offer the CS \$1,500 and then \$2,000 to vote in favor of the rezoning of West's property. The review of the phone records revealed that on this same date, 8 text messages or calls were transmitted between the telephone numbers (772) 285-7664 and (772) 221-8500.

On August 3, 2020, under the supervision of law enforcement, the CS met with PK, during which PK again appeared to offer the CS \$2,000 to vote in favor of the zoning change. PK called the CS shortly after the conclusion of the meeting and requested a return call. The CS returned PK's call in the presence of agents. The review of the phone records revealed that on August 3,

2020, 15 text messages or calls were transmitted between the telephone numbers (772) 285-7664 and (772) 221-8500.

On August 5, 2020, PK sent the CS a text message saying the meeting with West was canceled. The CS called PK, who reported that the meeting between West and the CS was canceled because someone informed West that the CS was attempting to set West up. This call was recorded. The review of the phone records revealed that on August 4th and August 5, 2020, 8 text messages or calls were transmitted between the telephone numbers (772) 285-7664 and (772) 221-8500.

The review also revealed that between the date of July 6, 2020, and August 7, 2020, a total of 116 text messages or telephone calls were transmitted between the telephone numbers (772) 285-7664 and (772) 221-8500.

During a meeting between the CS and PK on August 18, 2020, PK reported that he thought West was planning on pursuing Palm Bay City Councilman Jeffrey Bailey. The review of the records revealed that between the dates of July 7, 2020, and August 5, 2020, 11 text messages or telephone calls were transmitted between the telephone numbers (772) 285-7664 and (321) 890-6623, a Metro PCS account in the registered name of Jeffrey Alan Bailey, Jr.

On August 20, 2020, SA Lewis electronically received the Sprint phone records pertaining to (772) 713-7049, a telephone number associated with West. Ultimately, the review of the records did not produce any evidence of value but did reveal that the phone still in service.

Through the review of PK's phone records, SA Lewis concluded that the majority of the telephonic contact between PK and West appear to involve PK's telephone number (772) 285-7664 and (772) 221-8500, a phone number registered to Westco. Based on the continuation of the investigation and discovery of another phone number linked to West, on August 21, 2020, SA Lewis requested issuance of additional subpoenas pertaining to the aforementioned phone numbers linked to PK and West.

Contact Between CS and PK:

On August 18, 2020, SA Lewis and SA Andersen met with the CS. The CS was briefed on the operation and equipped with electronic devices intended to record the meeting and allow conversation between the CS and PK to be heard in real-time.

At approximately 1505 hours the CS departed from the briefing location and traveled toward the aforementioned Holiday Inn. At approximately 1508 hours, the CS was observed turning into the hotel's parking lot. The CS entered the business and came in contact with PK shortly thereafter. The meeting was recorded and some of the conversation was not clearly heard as a result of background noise. The following is a summary of the recorded conversation between the CS and PK during the meeting:

CS and PK exchanged pleasantries and briefly discussed topics related to local politics. PK inquired about the unannounced visit, and prior to CS's response, PK stated, "Did he call you?" The CS said the CS had not received a call from West. The CS said the CS has been trying to figure out how "Brian came to me, obviously for us to do something, and then goes after Johnson." PK responded by stating, "yeah." The CS was upset that West did not call as expected and was canceled the lunch meeting between the CS and West that was scheduled for August 5, 2020.

PK asked the CS if Johnson had called the CS, to which the CS said no. PK said Johnson was attempting to "replace" PK with Robert Burns, Johnson's campaign manager. When subsequently questioned about this statement, the CS thought PK was referring to his (PK's) role as the "middle-man" between elected officials and West. PK said Johnson was "playing the game very well," and specifically mentioned how Johnson's tactics were causing issues between PK and West. West reportedly was listening to Johnson's advice over PK's, which upset PK. PK said he told West that he is foolish if he thought Burns could help him. PK said he even sent an email to West regarding this topic. West claimed he had sources who told him that the CS was attempting to set him up. PK said he told West that he did not have multiple sources, that his only source was Johnson. PK suspected that Johnson and "that group" were the subjects who warned West about

the CS. PK said he became frustrated and subsequently told West that he needed to contact the CS himself.

During the recorded meeting, PK agreed to contact West on behalf of the CS. The CS told PK that the CS did not "need this BS. I bought the house and now I'm stuck like Chuck. I thought we had (unintelligible). I have nothing to lose." PK responded by stating, "I know that, I trust you." PK claimed he told West he could trust the CS. The CS stated that the CS did not know where all this "BS" was originating from and "just needed to get this freaking done. 3000 bucks, move on, cash, me and him, nobody else." PK asked, "How much," to which the CS stated, "three grand." PK stated, "Okay," and PK agreed to relay the information to West.

PK claimed his motivation was to "see something happening in the city" and to ensure that "the future is good for us." The CS informed PK that the CS was upset that West broke their agreement and had the date of the vote pushed back. PK said he was also upset because he wasted a lot of time and that West was now listening to Johnson. Specifically, PK mentioned that he took a day off from work to travel to Sebastian, which is where the CS and West were set to meet on August 5, 2020.

PK thought West was also planning on pursuing Palm Bay City Jeffrey Bailey (hereinafter "Bailey"). PK said he was not willing to coddle or upset Bailey, and did not plan on exerting much of an effort towards swaying Bailey on behalf of West. Shortly before the meeting concluded, CS and PK discussed local elections and politicians. While outside the business, the CS again stated that the CS was still willing to vote in favor of the rezoning if West was willing to pay him/her \$3,000 in cash.

Law Enforcement's Initial Contact with PK:

On August 26, 2020, at approximately 0730 hours, SA Lewis and Federal Bureau of Investigation (FBI) SA Andersen arrived at PK's residence. PK responded over the doorbell's speaker that he was not home but was at his place of employment. PK was informed that SA Lewis and SA Andersen needed to speak with him and PK agreed to a meeting. SA Lewis and SA

Andersen traveled to the hotel and met with PK in the hotel's lobby. PK was provided with a vague overview regarding the nature of the visit and he agreed to voluntarily talk with SA Lewis and SA Andersen.

At approximately 0800 hours, PK led the agents into a nearby conference room. Prior to the onset of any questioning, PK was informed that his statement was voluntary and that he could be terminated the interview at any time. PK agreed to talk to the investigators. The following is a summary of PK's sworn and recorded statement:

Approximately nine or ten years ago, PK became involved with the Chamber of Commerce after moving to Brevard County. Through various functions he met individuals involved in local politics and business. PK also became involved with the Brevard County Tourism Board and Palm Bay's Community Development Adviser Board.

Approximately ten years ago, PK met West when the owners of the Holiday Inn were looking for land to build a hotel. PK and West interacted from time to time and developed a friendly relationship. PK was involved in politics and West was active in supporting candidates. PK said West gave him \$500 during the last election period that West directed PK to give to Palm Bay City Councilman Anderson's campaign.

On an unrecalled date in 2019, West approached PK and asked for PK's support in the development of property adjacent to the Holiday Inn. West said he already has the support of Mayor Capote and Councilman Kenny Johnson. West subsequently provided PK with a check for \$2,000 for PK's assistance in "setting up meetings" between West and elected officials. Specifically, PK said West had already met with Mayor Capote and Councilman Johnson at Palm Bay City Hall to discuss the rezoning. PK had also heard that Mayor Capote and West had met in private. Deputy Mayor Harry Santiago, Jr. only participated in a conference call with West, which reportedly was because Deputy Mayor Santiago did not want to meet West in person. Councilman Bailey canceled his meeting(s) with West, which reportedly upset West. West contacted PK thereafter and instructed PK to locate any negative information on Bailey that hopefully would result in Bailey being fired and/or publicly discredited. West said he wanted Councilman Bailey

removed from office because Councilman Bailey would not support the rezoning of the Plantation property.

PK estimated that he last spoke with West approximately two weeks prior to the interview, which PK thought was around the same time he initially contacted Councilman Anderson to obtain support for the rezoning of the property. PK said he and West frequently communicated with much of the conversation pertaining to the rezoning of West's property.

On an unrecalled date in March, April or May of 2020, West contacted PK and specifically requested PK's assistance with obtaining Councilman Anderson's vote for the rezoning of the Plantation property. West had heard that PK and Councilman Anderson were friends, which is primarily why West hired PK. West informed PK that he needed to obtain Councilman Anderson's vote or the rezoning request would not pass. West said he was willing to pay Councilman Anderson up to \$5,000 and instructed PK to handle the negotiation.

PK said he initially contacted Councilman Anderson and inquired about Councilman Anderson's position on the rezoning of the property. Councilman Anderson informed PK that there were issues with the rezoning and did not think the request would be approved by the city council. PK contacted West thereafter and informed West of Councilman Anderson's statement. After learning of Councilman Anderson's stance, West instructed PK to "put pressure on him and see what it takes to get it done."

Approximately a week later, PK again contacted Councilman Anderson and inquired if Councilman Anderson was willing to meet in person. Councilman Anderson agreed to the meeting and traveled to the Holiday Inn. During this meeting, PK and Councilman Anderson discussed the rezoning of the property and PK asked Councilman Anderson "what it would take" to get the project approved. Councilman Anderson said he needed time to contemplate the question and would get back to PK with his answer. PK asked Councilman Anderson if he "wanted something" in return for his vote and Councilman Anderson reportedly responded, "What can he offer?" PK informed Councilman Anderson that he would contact West and see what West was willing to pay.

PK was informed that Councilman Anderson reported that PK showed Councilman Anderson the numbers 1,500 and 2,000 on his phone during a meeting on August 2, 2020 and that the numbers represented the amount of money PK had offered to pay Councilman Anderson if he voted in favor of the rezoning. PK admitted that Councilman Anderson's statement was truthful. When directly questioned about the offer, PK said West authorized PK to pay Councilman Anderson up to \$5,000 for his vote to approve the rezoning of the Plantation property. West instructed PK to "handle it," because West did not want to be directly involved in the payment to Councilman Anderson. West also informed PK that he was not willing to make any payments until the vote was done, which concerned PK because he potentially could lose his own money if West did not reimburse him the money paid for the bribe.

PK admitted that he contacted West and scheduled a meeting between West and Councilman Anderson for August 5, 2020, in Sebastian, Florida. On the date of the meeting, West called PK and canceled the meeting because he was concerned that Councilman Anderson was assisting law enforcement.

When subsequently questioned if he had any other knowledge pertaining to other individuals committing criminal offenses, PK stated, no. PK went on to say that West had good relationships with Councilman Johnson and Mayor Capote and, if any bribes were paid to these individuals, West would have paid the bribe himself. PK suspected that West was paying money to elected officials via various political action committees (PAC), possibly one or more of which belong to Council Johnson and/or Bobby Burns. West informed PK that he was willing to spend \$20,000 during this campaign season to help get candidates elected who support his agenda elected.

Regarding West's payment to PK, West informed PK that he did not want to issue any check(s) directly to PK. PK opened a "consulting business" called Sarkap Management and Consulting. West subsequently paid PK \$2,000 via the business. West was the business' only client. PK provided SA Lewis with a blurry photocopy of a \$2,000 check that appeared to have been issued from Westco, LLC. PK also said West became much more cautious after learning that

Councilman Anderson had previously provided information to law enforcement during the initial phase of the FDLE/FBI investigation.

The topic of former Palm Bay Mayor John Mazziotti (hereinafter "Mazziotti") was introduced into the conversation. PK said Mazziotti was "really close" to several developers and previously helped developers "get things done." Mazziotti and West were described as "good friends." West reportedly contacted Mazziotti in July of 2020 and asked Mazziotti to contact Councilman Anderson to obtain Anderson's support for approving the rezoning. Councilman Anderson was previously interviewed, during which he confirmed that Mazziotti had contacted him as described above. PK also said he was contacted by Mazziotti, and that Mazziotti told PK that West was not happy with PK because PK had not secured Councilman Anderson's support for the rezoning.

Approximately four or five years ago, West reportedly retained the services of Jason Steele (hereinafter "Steele") and Calvin Lewis Holton, III (hereinafter "Holton") for the purposes of obtaining Palm Bay City Council's support in the rezoning of West's property. West informed PK that Steele never even approached Bailey about the rezoning, which angered West. West said he also paid Holton "thousands of dollars" via a PAC and was unhappy with the results Holton obtained. As it pertains to the allegations regarding Holton, it is believed that Holton was a Palm Bay City Councilman when he allegedly was hired by West and would have had a vote in approving the rezoning.

SA Lewis eventually asked for PK for his assistance in the investigation. PK agreed to the request and said he was willing to place a controlled and recorded telephone call to West. Prior to placing the call, PK said he was not sure if West would even speak with him because West was upset that PK had not secured Councilman Anderson's vote. In an attempt to support his statement that West was upset with PK, PK quickly located two emails and forwarded the emails to SA Lewis. The below-listed is a copy of the emails that were provided to SA Lewis:

Emails Between PK and West:

On Aug 12, 2020, at 4:21 PM, Westco Development wrote:

PK

Do you realize that you have accomplished nothing that you said you would do, which I paid you to do; things you should have been able to accomplish, and which you "promised" me you would accomplish? I do not want to meet with Anderson; he's going to try to set me up again. You previously agreed with me that I should not meet with him. This again is your job!

You and Bailey must be working together since you won't send me what you previously promised to send me; it makes no sense he doesn't return your phone calls. PK, when things don't make common sense; usually something is very wrong; as it is in this case!

Brian G West
1151 SW 30th Street
Suite D
Palm City, Florida 34990
Tel 772-221-8500 Fax 772 221-8502
Email NetLease@westcodev.com

The below listed is a copy of the email that PK sent to West and was provided to SA Lewis:

From: KAPUR PK
Date: August 12, 2020 at 5:26:11 PM EDT
To: Westco Development
Subject: Re: message below

Mr. West!

I think you are completely misguided by making these statements. I spent a lot more time with you and your associates in last 7 months than any consultant would do....I think your statements at the meetings acknowledged it.

If you want to accomplish the project there is always risk and I am also taking the risk. I asked you that do you want to get Brian Anderson on board for the approval of project or not? Meeting was suggested by him not by me and I warned you that. My job was to maintain clear transparency with everything which you have not got from any of your previous consultant. There are chances that he could set up but then there are chances he could support you???? That's the only chance of vote you have.

In regard to Bailey I don't venture with losers like him and I have shown you the evidence. Also I will run against him in the elections in two years if he decides to run to teach him a lesson. He has Treated everybody like that and it's not my fault. Please compare what you have paid me and to your other fancy consultants before and the progress you have made with other elements here. If you think Bobby Burns will guide your better than I'll send his track record too soon.....I have answered your calls almost 24/7 to assist you. You are spending money on candidates who have less chance to win! But again it's your money and the person behind it is steering you in opposite direction. I live in this area and know more about the people too.

I have respected you a lot and learnt from you a lot too and the only reason worked hard to have a better professional relation with you. Rest is all your decision! "Nowadays most people die of a sort of creeping **common sense**, and discover when it is too late that the only things one never regrets are one's mistakes"

Thank
You,
Kapur (PK)

Recorded Calls Between PK to West:

While still present at the hotel, and at the documented time of 0909 hours, PK placed a recorded telephone call to West via the telephone number (772) 221-8500. The following is a summary of the recorded call:

The call was answered by a female, who stated, "Morning, Westco." PK responded by stating, "Good morning, this is PK," to which the female said, "Yes sir." PK inquired if West was available, and the female said, "Yeah, hold on." A male, identified by PK as West, answered the phone stating, "Hey PK, how are you? PK responded to West's greeting, and then informed West that he was following up on what they "talked about." West quickly stated, "I don't trust the guy, it could be a setup, I don't want to be put in that position. I hired you as a consultant. I told you I would pay you a good bonus if you could get his vote for us. I don't want to have any dealings with him...you'll have to work something out with him."

PK asked West if he is willing to give him the cash for the payment to Anderson. West responded by again stating that he "didn't trust the guy," and wasn't willing to give PK any cash until "successful conclusion of this." PK asked West how he was supposed to pay "Brian Anderson," to which West responded, "I'm going to pay you some money if you are successful, that's for you to figure out."

PK informed West that he had to pay Councilman Anderson in cash and that he doesn't have the cash available. West responded by stating, "If I pay you a check as a consultant, then, then, um, um, I, I don't want to, I...PK don't put me in these situations, you know what needs to be done. Either you're going to accomplish it or you're not." "

PK informed West that he called to obtain some clarification because he did not want to waste his time if West had another plan already worked out. West responded by stating, "I told you what the deal was from day one, that you're a consultant, I'm, I'm, paying you ah, ah... I'm, I'm, paying you some money, and I'll pay you more money if you are successful." The recorded call between PK and West terminated shortly thereafter.

Ultimately, PK agreed to cooperate with law enforcement and was directed to contact SA Lewis if he had any contact by West. The interview with PK is terminated shortly after the call between West and PK concluded.

On September 4, 2020, at approximately 1240 hours, PK informed SA Lewis that West had called him and requested a return call. The following is a summary of the recorded call:

West initiated the conversation by stating, "Hey PK," to which PK replied, "How's it going?" West informed PK that "they had a bad experience with Bobby Burns," and PK inquired about what happened. West said "they" gave Burns a lot of money and didn't like how he was doing things. PK responded by stating that he warned West about Burns. West said he asked Burns for a refund and hadn't heard back from Burns. PK said Burns can't afford to repay West because Burns was living off the money he raised for an unnamed PAC (political action committees).

PK informed West that he recently interacted with Palm Bay City Councilman Brian Anderson. West said he did not trust Councilman Anderson because Councilman Anderson previously "wore a wire." West said he did not want to meet with Councilman Anderson and added that he "would be stupid to meet with him."

In what PK presumed was West's attempt to avoid making any incriminating statements related to West's willingness to pay Councilman Anderson for his vote in favor of the rezoning of the Plantation Circle property, West stated, "All I can tell you is that is that I'll pay you a bonus for being a consultant, that's all I can do. You got it?" PK acknowledged West's statement and the call concluded thereafter.

Email from West to PK:

On September 4, 2020, PK contacted SA Lewis and reported that he received an email from West. The email was forwarded to SA Lewis and the review of the email revealed that the

email was sent from NetLease@wastcodev.com. at the listed time of 2:23:07 PM EDT. The email displayed, "PK - PLEASE CALL ME" in the Subject section of the email. The email had two attachments that were City of Palm Bay forms related to rezoning of West's property described in the document as parcel 29-37-34-00-506.1.

Call from Sakowitz to PK:

At approximately 1600 hours, SA Lewis and SA Chris Deardoff met with PK. At the recorded time of 1611 hours, PK called (772) 221-8500 in an attempt to reach West as requested in the email. PK was informed by a female that West was out of the office and was expected to return to the office within five minutes. PK requested a return call from West.

At approximately 1621 hours PK received a call from (305) 655-1234. The male caller identified himself as Alan Sakowitz (hereinafter "Sakowitz"), who PK described as West's business partner. Sakowitz inquired if PK had received any documents from West. After acknowledging that he received an email from West that contained documents, Sakowitz talked about the proposed development, the issues they were having with the approval process and the changes they've made to the plans.

Sakowitz asked PK if he thought they would be able to obtain the three necessary votes since they made the changes to the plan. PK said he was unsure about Palm Bay City Councilman Jeffrey Bailey's stance because Councilman Bailey did not return PK's call or agreed to a meet with PK in person. PK informed Sakowitz that Anderson's vote "was all up to you and Mr. West because we have to pay Anderson." PK repeatedly informed Sakowitz that he was just following West's directions regarding the payment of Councilman Anderson.

Ultimately, Sakowitz denied having any knowledge about West's agreement to pay Councilman Anderson and claimed he would never pay a bribe to obtain approval for a project. Prior to this call, PK was never directly contacted by Sakowitz. PK said he suspects that Sakowitz and West were together when the call was placed to PK.

Call Between PK and West:

On September 6, 2020, PK informed SA Lewis that West called him and requested a return call. West answered the phone and informed PK he was busy and would call him later.

On September 6, 2020, at approximately 1639 hours, West answered the phone and stated, "PK." PK apologized for missing an earlier call from West, and then inquired about why West's business partner, Alan Sakowitz (hereinafter "Sakowitz"), "went crazy on me that day?" West responded by stating, "Probably ah, probably because you haven't delivered on what we thought you were going to deliver on, getting Brian Anderson."

PK provided West with a brief overview of the conversation between Sakowitz and PK. PK informed West that Sakowitz said he was not going to pay Palm Bay City Councilman Brian Anderson any money and only wanted to meet with Councilman Anderson. Based on the conflicting directives from West and Sakowitz, PK said he informed Sakowitz that he would contact West and discuss the issue further.

West then introduced the topic of a recent article in the "press" that pertained to Palm Bay City Councilman Kenny Johnson's previous arrest. West inquired if PK thought it would affect Councilman Johnson. PK said the Commissioner of Education and Florida State Representative Randy Fine were "digging around," in what PK suspected was an attempt to obtain negative information on Councilman Johnson. West stated, "Fine is very nasty and vindictive, isn't he," to which PK responded, "We all know that."

West went on to state that he would never pay anything "directly" to Council Anderson and was not willing to meet with him in person. West instructed PK to tell Councilman Anderson that he would not meet with him "because of the way he was acting. West said Councilman Anderson was "fucking stupid" and that Councilman Bailey was stupid as well. West went on to state that he was going to be like Representative Fine and "go against them." West said he had a meeting scheduled with the "Superintendent of Schools" within the next week to discuss Councilman Bailey.

West shifted the conversation back to Councilman Anderson by stating, "Brian Anderson is cutting his nose off to spite his face because we are probably going to postpone the hearing we have coming up this week. And I'll never, he'll never get anything! He's so fucking...he'll never get anything, he's stupid."

West inquired about the status of local elections and said they needed to find a social media guy to help them. PK inquired how much West had given to candidates in the upcoming elections. West did not answer the question but instead mentioned that he forgot to tell PK that "Isnardi" was the person who told West to hire Bobby Burns (hereinafter "Burns"), Councilman Johnson's campaign manager. West said they paid Burns \$10,000 dollars and Burns was supposed to give a \$1,000 each out of the PAC money to "Medina, Randy Foster and Donny Felix." West did not pay Medina, and West suspected that Burns was actually helping Kay Maragh, Medina's opponent. West said he called Medina and is attempting to meet with Medina to pay him directly. PK suggested that West sue Burns or send Burns a "legal notice" in an attempt to recover some of the money that West paid to Burns. West responded by saying he was not willing to do that and risk losing "Kenny Johnson's vote."

When later questioned about West's statement pertaining to "Isnardi," PK informed SA Lewis that he presumed West was referring to Dave Isnardi, a subject previously arrested by SA Lewis after being identified in a public corruption investigation. As it pertains to West's statement regarding the postponing of the vote for the rezoning of West's property, on September 8, 2020, Councilman Anderson called SA Lewis and reported that the vote pertaining to the rezoning of the property was postponed as West said it might be. Councilman Anderson suspected that the vote would ultimately occur after his term expired, "for obvious reasons."

Voicemails from West to PK:

On September 9, 2020, PK informed SA Lewis that he received two voicemails from West on September 8, 2020. The two voicemails and screenshots of PK's phone were sent to SA Lewis for review. According to the screenshots of PK's phone, the voicemails were received at 1829 hours, and 1913 hours, on September 8, 2020.

The first voicemail was approximately 6 seconds long, during which West requested a return call from PK. The second voicemail was approximately 14 seconds long. In the second voicemail West stated, "Hey PK, I just thought you should know, ah, one of the reasons, since you couldn't deliver, we decided to cancel the hearing before the city council on Thursday night. Talk to you later. Bye.

Previous Interactions Between West and CS:

In regards to previous meetings between West and the CS, on May 12, 2017, the CS informed SA Lewis that the CS previously met with West and Jason Steele. The CS reported that West requested the CS's support for the rezoning of the Plantation Circle subdivision during the meeting. Neither West nor Steele directly offered the CS any payment or benefit for supporting the rezoning, but West did inform the CS that he could arrange for some work for the CS if interested. The CS informed West that the CS thought a laundromat would be a good business to own and West responded by stating that he owned a property where a laundromat would be a good fit. West offered to allow the CS use of the facility for a year for free, but did not directly ask for anything in return. The CS informed West that the CS did not have money open a business, to which West replied that "there were people who loan that out." West called the CS approximately two months later and inquired if the CS was still interested in opening a laundromat. The CS suspected that West would ask for the CS' support at a later date.

Under the supervision of law enforcement, the CS again met with West on October 19, 2017. The CS said West appeared uncomfortable during the meeting, which the CS presumed was related to the on-going investigation in the City of Palm Bay. West informed the CS that he (West)

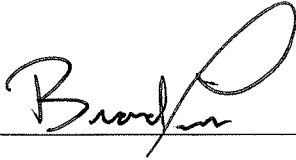
was planning on making contact with Palm Bay City Councilman Jeffrey Alan Bailey, Jr. (hereinafter Bailey) in an attempt to encourage Bailey to run for a position of the County School Board because Bailey did not vote the way West liked regarding matters related to real estate developments. West claimed that he and David Isnardi (hereinafter Isnardi) were willing to provide \$5000.00 each to Bailey if he agreed to run for a position on the school board.

In 2017, West subsequently asked the CS for the CS' support on the rezoning of the eight acres West owned in Palm Bay. The property was zoned residential and West wanted the zoning of the property changed to a commercial application so West could have a gas station built there. The rezoning of the property would increase the property's value by an estimated \$1,000,000. The topic of the laundry was again brought up by West, who said he was willing to assist CS with obtaining \$50,000 for the establishment of the business. West stated "You help me and I'll help you." West did not mention any specific action(s) the CS would need to take in order to obtain the assistance from West. The CS thought West was implied that the money would be in exchange for the CS' assistance in the rezoning of the property.

Based on the sworn testimony of CS and PK; the recorded telephone phone calls between PK and West, the emails and text messages between PK and West, and evidence obtained from phone records, Your Affiant has established probable cause to believe that **Brian Gregory West** did willfully violate Florida State Statute 838.015, to wit: One (1) count of Bribery, a felony of the second degree, Florida State Statute 777.04(3) & 838.015, to wit: One (1) count of Conspiracy to Commit Bribery.

Based on the email West sent to PK on August 12, 2020, the telephone call from West to PK on September 4, 2020, the email West sent to PK on September 4, 2020, the telephone call West made to PK on September 6, 2020, and the two telephone calls West made to PK on September 9, 2020, Your Affiant has established probable cause to believe that **Brian Gregory West** did willfully violate Florida State Statute 934.215, Florida Statutes, to wit: Six (6) counts Unlawful use of a two-way communication device to further the commission of a felony, a felony of the third degree.

WHEREFORE, your Affiant prays that a warrant be issued commanding the Executive Director of the Florida Department of Law Enforcement or any of his duly authorized Special Agents and all Sheriffs or any of their duly authorized Deputies to arrest **Brian Gregory West** for the violations noted herein and bring him before the Court so that he may be dealt with according to law.



Bradley D. Lewis
Special Agent
Florida Department of Law Enforcement

SWORN TO AND SUBSCRIBED before me this 30th day of SEPT, 2020.



**CIRCUIT/COUNTY JUDGE OF THE EIGHTEENTH JUDICIAL
CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA**