

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
UNITED STATES OF AMERICA :  
:  
- v. - :  
:  
RAQUEL MOURA BORGES, :  
:  
Defendant. :  
:  
----- X

SEALED INDICTMENT

21 Cr. \_\_\_\_

**21 CRIM 172**

COUNT ONE

(Securities Fraud)

The Grand Jury charges:

Relevant Persons, Entities and Bank Accounts

1. From at least in or about 2016 through at least in or about 2018, RAQUEL MOURA BORGES, the defendant, provided investment advisory services through, among other companies, Global Access Investment Advisors LLC ("GAIA"), an investment adviser firm located in Manhattan, New York, and Global Access Investment Advisor Brasil S/S LTDA ("GAIA Brazil"), located in Sao Paulo, Brazil. At all times relevant to this Indictment, BORGES served as President of GAIA, its predecessor entity, "Prime Investment Advisory," and GAIA Brazil. Dating back to in or about 2010, at least approximately seven investors invested a combined total of over \$19 million with GAIA and GAIA Brazil.

2. On or about May 12, 2000, GAIA, then operating under the company name Prime Investment Advisory, opened a business checking

account at a financial institution ("Bank-1") located in Manhattan, New York (the "GAIA Account"). RAQUEL MOURA BORGES, the defendant, signed the account opening form as the President of GAIA. The GAIA Account remained open at all times relevant to this Indictment.

3. On or about August 18, 2017, Access Property Management, a Delaware corporation with the same Manhattan business address as GAIA, opened a separate business checking account at Bank-1 (the "Access Property Management Account"). RAQUEL MOURA BORGES, the defendant, signed the account opening form as a "Member" of Access Property Management. The Access Property Management Account remained open at all times relevant to this Indictment.

4. On or about August 7, 1995, RAQUEL MOURA BORGES, the defendant, opened a personal checking account at a bank that Bank-1 subsequently acquired (the "Borges Personal Account"). BORGES signed the account opening forms. The Borges Personal Account remained open at all times relevant to this Indictment.

5. At all times relevant to this Indictment, RAQUEL MOURA BORGES, the defendant, controlled the GAIA Account, the Access Property Management Account and the Borges Personal Account.

6. On or about October 31, 2017, Victim-1, who at all times relevant to this Indictment resided in Brazil, applied on behalf of a corporation that Victim-1 controlled for a brokerage account at a bank ("Bank-2") located in Miami, Florida (the "Victim-1

Account"). On or about November 9, 2017, Bank-2 approved the opening of the Victim-1 Account. The account-opening document for the Victim-1 Account listed the GAIA address in Manhattan, New York as the "Special Mailing Address" for the Victim-1 Account.

7. Also on or about October 31, 2017, Victim-1 and RAQUEL MOURA BORGES, the defendant, executed a document granting BORGES power of attorney over the Victim-1 Account (the "Victim-1 Power of Attorney"). In substance and in relevant part, the Victim-1 Power of Attorney granted BORGES full power and authority to purchase and trade securities, and to obtain lending facilities in order to leverage securities transactions. The Victim-1 Power of Attorney did not grant BORGES authority to use funds in the Victim-1 Account for other purposes. Victim-1 revoked the Victim-1 Power of Attorney in or about May 2018.

8. At all times relevant to this Indictment, Victim-2 resided in Brazil. On or about August 7, 2015, a representative for a corporation owned by Victim-2 (the "Victim-2 Corporation") entered into a contract to open a brokerage account at a bank ("Bank-3") located in Switzerland (the "Victim-2 Account"). On or about February 19, 2016, the Victim-2 Account was funded.

9. Also on or about August 7, 2015, a representative for the Victim-2 Corporation executed a document granting GAIA Brazil power of attorney over the Victim-2 Account (the "Victim-2 Power of Attorney"). In substance and in relevant part, the Victim-2

Power of Attorney granted GAIA Brazil full power and authority to purchase and trade securities, and to obtain lending facilities in order to leverage securities transactions. The Victim-2 Power of Attorney did not grant GAIA Brazil authority to use funds in the Victim-2 Account for other purposes. On or about October 16, 2017, Victim-2 closed the Victim-2 Account.

### The Scheme to Defraud

10. From at least 2016 until at least 2018, RAQUEL MOURA BORGES, the defendant, diverted for personal use and other improper purposes funds that were entrusted to her and to GAIA by her investment advisory clients, including Victim-1 and Victim-2, for investment on her clients' behalf. In order to further and to conceal her misappropriation of client funds, BORGES also made material misrepresentations and omissions to clients, including Victim-1 and Victim-2, and financial institutions concerning her use of client funds.

### VICTIM-1

11. From at least in or about 2017 until at least in or about 2018, RAQUEL MOURA BORGES, the defendant, represented to Victim-1 that she was making financial investments, including a private placement investment in a particular Brazilian company, on Victim-1's behalf through the Victim-1 Account. As described by BORGES, that investment was in the form of a "Permanent Global Note" due on October 16, 2022 with a yearly interest rate of 16.5 percent on

the principal. In or about December 2017, over the course of three transactions, BORGES caused approximately \$2.7 million to be transferred from the Victim-1 Account at Bank-2 to the Access Property Management Account at Bank-1. Immediately prior to those transfers, the balance in the Access Property Management Account was only approximately \$5,000. BORGES subsequently caused approximately \$2.5 million to be transferred from the Access Property Management Account to the GAIA Account.

12. Contrary to the representations made by RAQUEL MOURA BORGES, the defendant, to Victim-1 and in violation of the duties she owed Victim-1, none of the \$2.7 million was actually invested on Victim-1's behalf. Instead, BORGES diverted Victim-1's funds in the following ways, among others:

a. In or about December 2017, BORGES caused approximately \$900,000 to be wired from the Access Property Management Account to a separate bank account in Brazil belonging to a soccer coach in Brazil (the "Soccer Coach Account"). Large wire transfers had previously been made from the Soccer Coach Account to accounts associated with BORGES. Specifically, on or about November 29, 2016, approximately \$450,000 was transferred from the Soccer Coach Account to the GAIA Account. Similarly, on or about November 27, 2017, approximately \$270,000 was transferred from the Soccer Coach Account to the Access Property Management Account.

b. In or about December 2017, BORGES caused GAIA, through the GAIA Account, to spend approximately \$160,000 on interior design fees for an apartment in Manhattan, New York that BORGES owned and used personally.

c. On or about December 26, 2017, BORGES caused approximately \$880,000 to be wired from the GAIA Account to a private bank account in Switzerland that was not associated with Victim-1. The transfer was described on an account statement for the GAIA Account as "Return of Investment in REITS."

13. In or about June 2018, RAQUEL MOURA BORGES, the defendant, sent via email to Victim-1 a purported bank statement for the Access Property Management Account from Bank-1 for December 1 to December 29, 2017, reflecting, in substance and in part, transfers dated December 7, December 22, and December 28, 2017, totaling \$2.7 million, from the Victim-1 Account to the Access Property Management Account (the "Purported Bank Statement"). The Purported Bank Statement further reflected a subsequent wire transfer out of the Access Property Management Account, dated December 29, 2017, of \$2.7 million for the purpose of a "private placement purchase." The Purported Bank Statement thus appeared to account for the \$2.7 million in funds that had been transferred from the Victim-1 Account to the Access Property Management Account.

14. In truth and in fact, however, the Purported Bank Statement that RAQUEL MOURA BORGES, the defendant, sent to Victim-1 was falsified in order to conceal the fact that BORGES had diverted and misappropriated Victim-1's funds instead of investing those funds on Victim-1's behalf. The actual bank statement from Bank-1 reflected that \$2.7 million was indeed transferred from Victim-1 to the Access Property Management Account, but did not reflect the subsequent investment of those funds, as the Purported Bank Statement falsely showed.

VICTIM-2

15. From at least in or about 2016 until at least in or about 2017, RAQUEL MOURA BORGES, the defendant, represented to Victim-2 that she was making financial investments on Victim-2's behalf through the Victim-2 Account. In or about August 2016, BORGES caused approximately \$1.95 million to be transferred from the Victim-2 Account at Bank-3 to the GAIA Account at Bank-1. The purported reason for the transfer was an investment in real estate in New York. Immediately prior to the transfer, the balance in the GAIA Account was only approximately \$2,000.

16. Contrary to the representations made by RAQUEL MOURA BORGES, the defendant, to Victim-2, and in violation of the duties she owed Victim-2, none of the \$1.95 million was actually invested on Victim-2's behalf. Instead, on or about August 23, 2016, the same date that the \$1.95 million wire from the Victim-2 Account

arrived in the GAIA Account, BORGES signed a check drawn on the GAIA Account in the amount of \$1,500,000 payable to herself (the "\$1.5M Check"). The "For" line of the \$1.5M Check read "RB's new house." Also on or about August 23, 2016, BORGES caused the \$1.5M Check to be deposited into the Borges Personal Account.

17. In or about September 2017, Victim-2 sought to close the Victim-2 Account at Bank-3. In so doing, Victim-2 learned, for the first time, that the Victim-2 Account contained only approximately \$4,000.

18. In or about October 2017, in a meeting with a family member of Victim-2 and in a subsequent e-mail communication, RAQUEL MOURA BORGES, the defendant, admitted, in substance and relevant part, that she had misappropriated Victim-2's money. Among other things, BORGES stated, in sum and substance, that BORGES had used Victim-2's money to cover other clients' losses and that BORGES would find a way to pay back Victim-2.

#### **Statutory Allegations**

19. From at least in or about 2016 until at least in or about 2018, in the Southern District of New York and elsewhere, RAQUEL MOURA BORGES, the defendant, willfully and knowingly, directly and indirectly, by use of the means and instrumentalities of interstate commerce, and of the mails and the facilities of national securities exchanges, in connection with the purchase and sale of securities, used and employed manipulative and deceptive devices



and contrivances, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing devices, schemes, and artifices to defraud; (b) making untrue statements of material fact and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon persons, to wit, BORGES engaged in a scheme to defraud her investment clients by diverting for her personal use and for other purposes funds that her investment clients entrusted to her for investment in securities on their behalf, and also made material misrepresentations and omissions to further and conceal her diversion of the funds.

(Title 15, United States Code, Sections 78j(b) & 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; Title 18, United States Code, Section 2.)

**COUNT TWO**

**(Wire Fraud)**

The Grand Jury further charges:

20. The allegations contained in paragraphs 1 through 18 of this Indictment are repeated, realleged, and incorporated by reference as though fully set forth herein.

21. From at least in or about 2016 until at least in or about 2018, in the Southern District of New York and elsewhere, RAQUEL MOURA BORGES, the defendant, willfully and knowingly, having

devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, BORGES engaged in a scheme to defraud her investment clients by diverting for her personal use and for other purposes funds that her investment clients entrusted to her for investment in securities on their behalf, and also made material misrepresentations and omissions to further and conceal her diversion of the funds.

(Title 18, United States Code, Sections 1343 and 2.)

**COUNT THREE**

**(Investment Adviser Fraud)**

The Grand Jury further charges:

22. The allegations contained in paragraphs 1 through 18 of this Indictment are repeated, realleged, and incorporated by reference as though fully set forth herein.

23. From at least in or about 2016 until at least in or about 2018, in the Southern District of New York and elsewhere, RAQUEL MOURA BORGES, the defendant, who at all relevant times was serving as an investment adviser, willfully and knowingly used the mails and other means and instrumentalities of interstate commerce,

directly and indirectly, to (a) employ devices, schemes, and artifices to defraud clients and prospective clients; (b) engage in transactions, practices, and courses of business which operated as a fraud and deceit upon clients and prospective clients; and (c) engage in acts, practices, and courses of business which were fraudulent, deceptive, and manipulative, to wit, BORGES engaged in a scheme to defraud her investment clients by diverting for her personal use and for other purposes funds that her investment clients entrusted to her for investment in securities on their behalf, and also made material misrepresentations and omissions to further and conceal her diversion of the funds.

(Title 15, United States Code, Sections 80b-6 and 80b-17; Title 18, United States Code, Section 2.)

**FORFEITURE ALLEGATION**

24. As a result of committing one or more of the foregoing offenses alleged in Counts One through Three of this Indictment, RAQUEL MOURA BORGES, the defendant, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offenses.

**Substitute Asset Provision**

25. If any of the above-described forfeitable property, as a result of any act or omission of RAQUEL MOURA BORGES, the

defendant:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

(Title 18, United States Code, Section 981;  
Title 28, United States Code, Section 2461.)

  
FOREPERSON

  
AUDREY STRAUSS  
United States Attorney

---

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA

v.

RAQUEL MOURA BORGES,

Defendant.

---

SEALED INDICTMENT

21 Cr. \_\_\_\_

(18 U.S.C. §§ 2, 1343;  
15 U.S.C. §§ 78j(b), 78ff, 80b-6, and  
80b-17; 17 C.F.R. § 240.10b-5.)

AUDREY STRAUSS

United States Attorney

---



Foreperson

---