

12/3/2025 received ym
CSState of Minnesota
County of CookDistrict Court
6th Judicial DistrictProsecutor File No. 0160028263
Court File No. 16-CR-25-216

State of Minnesota,

Plaintiff,

COMPLAINT

Warrant

vs.

BRYCE JAMES CAMPBELL DOB: 09/18/19841521 SUPERIOR SHORES DRIVE
TWO HARBORS, MN 55616

Defendant.

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

COUNT I**Charge: Arson-1st Degree-Dwelling**

Minnesota Statute: 609.561.1

Maximum Sentence: 20 years or \$20,000 fine, or both

Offense Level: Felony

Offense Date (on or about): 02/06/2024

Control #(ICR#): 24000061

Charge Description: On or about February 6, 2024, in Cook County, Minnesota, the defendant, Bryce James Campbell, unlawfully by means of fire or explosives, intentionally destroyed or damaged a building used as a dwelling at the time the act was committed, whether an inhabitant was present therein at the time of the act or not, or any building appurtenant to or connected with a dwelling whether the property of the defendant or of another.

COUNT II**Charge: Arson-1st Degree-Building-Knows Person is Present**

Minnesota Statute: 609.561.2(a)

Maximum Sentence: 20 years or \$35,000 fine, or both

Offense Level: Felony

Offense Date (on or about): 02/06/2024

Control #(ICR#): 24000061

Charge Description: On or about February 6, 2024, in Cook County, Minnesota, the defendant, Bryce James Campbell, unlawfully by means of fire or explosives, intentionally destroyed or damaged a building, whether the property of the defendant or another, and another person who was not a participant in the crime was present in the building at the time, which the defendant knew.

Charge: Arson-1st Deg-Building-Possibility Person Present

Minnesota Statute: 609.561.2(b)

Maximum Sentence: 20 years or \$35,000 fine, or both

Offense Level: Felony

Offense Date (on or about): 02/06/2024

Control #(ICR#): 24000061

Charge Description: On or about February 6, 2024, in Cook County, Minnesota, the defendant, Bryce James Campbell, unlawfully by means of fire or explosives, intentionally destroyed or damaged a building, whether the property of the defendant or another, where the circumstances were such as to render the presence of another person who was not a participant in the crime in the building a reasonable possibility.

COUNT IV

Charge: Insurance Fraud-Present False Representation/Conceals Facts-Claim for Payment

Minnesota Statute: 609.611.1(a)(2), with reference to: 609.52.3(1)

Maximum Sentence: 20 years or \$100,000 fine, or both

Offense Level: Felony

Offense Date (on or about): 02/06/2024

Control #(ICR#): 24000061

Charge Description: On or about February 6, 2024, in Cook County, Minnesota, the defendant, Bryce James Campbell, with the intent to defraud for the purpose of depriving another of property or for pecuniary gain, presented, caused to be presented, or prepared with knowledge or reason to believe that it would be presented, by or on behalf of an insured, claimant, or applicant to an insurer, insurance professional, or premium finance company in connection with an insurance transaction or premium finance transaction, information that contained a false representation as to a material fact, or that concealed a material fact, concerning a claim for payment or benefit under an insurance policy, where the value of the property or services stolen exceeded \$35,000.

16-CR-25-216
STATEMENT OF PROBABLE CAUSE

Filed in District Court
State of Minnesota
12/3/2025

The Complainant states that the following facts establish probable cause:

Your Complainant, Steven Kritzeck, states as follows:

I am a Special Agent with the Bureau of Criminal Apprehension ("BCA"), and I am a licensed peace officer in the State of Minnesota. As part of my duties, I investigate violations of Minnesota law, including arson, insurance fraud, and other criminal offenses.

I base this complaint on my personal knowledge, as well as information I have received from other law enforcement personnel and persons with knowledge of relevant facts, including, but not limited to, reports by other law enforcement officers, witness interviews, and other records and evidence I have reviewed during my investigation. I have not included each fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause to believe that the defendant, Bryce James Campbell (DOB 09/18/1984) ("Defendant") committed the offenses alleged in this complaint.

In August 2018, Defendant purchased Lutsen Resort Company ("Lutsen") and its assets for \$6,750,000. Defendant is the owner of Lutsen through the North Shore Land Company and North Shore Resort Company, of which he is the sole owner. In January 2020, Defendant and his other company, Shores Resort Company, entered into three contracts-for-deed to purchase Superior Shores Resort for a combined \$14,500,000.

On February 6, 2024, at 12:24 AM, the Cook County Sheriff's Office and the Lutsen Fire Department were dispatched to a report of a structure fire at Lutsen, located at 5700 W. Hwy. 61, in Lutsen, Cook County, Minnesota. At the time of the fire, Lutsen was a resort and hotel business, including a primary lodging building with approximately 30 individual guest rooms for overnight lodging (that each served as a temporary residence), where guests would rent furnished rooms for one or more nights.

When the fire department arrived on scene in the early morning of February 6, 2024, firefighters attempted to extinguish the fire. Despite their efforts, the fire continued to grow and develop, eventually consuming the entire structure except for the pool area and the kitchen. Firefighters applied water to the scene for approximately three days. Ultimately, the pool area and the kitchen required demolition by excavator to completely extinguish the fire.

During an interview with a Minnesota State Fire Marshal Division ("SFM") investigator on February 6, 2024, Lutsen Night Auditor T.C. reported the following. On February 6, 2024, at 12:20 AM, while in the Lutsen lobby, T.C. saw what he thought was steam rising through the front lobby floorboards. Once T.C. realized "that's smoke," T.C. ran outside and went to the east basement, where the laundry room was located. T.C. did not see smoke in the laundry room and ran back to the lobby. When T.C. returned to the lobby, the entire lobby was hazy and there was "way more smoke than before." Then the lights went off, and the fire alarms started. At 12:24 AM, while the alarms were sounding, T.C. called 911 and reported, "I'm at Lutsen Resort and there is smoke rising out of the ground area and I have no idea why or how." At 12:26 AM, T.C. called his supervisor, Q.M. (Facilities Director), to alert Q.M. of the situation. At 12:27 AM, the fire protection and security company for Lutsen, Northland Fire and Safety, called E.V. (General Manager), and told E.V. that fire trucks were dispatched. T.C. ran to the other side of the building and through a window saw what was "definitely fire" and called 911 again.

Once informed of the fire, several Lutsen staff members went to Lutsen in the early morning hours of

February 6, 2024. The staff included E.V., Q.M., D.M. (Accounting Director), D.C. (Maintenance Manager) and N.Y. (Server).

In an interview with the SFM on February 9, 2024, E.V. reported that E.V. attempted to contact Defendant in the early morning of February 6, 2024, but E.V. was unable to reach Defendant. Phone records show that at 12:55 AM, E.V. called S.D. (Defendant's husband) and told him that Lutsen was on fire. Between 1:00 AM and 2:00 AM, S.D. called Defendant 30 times, but Defendant did not answer. Between 1:00 AM and 3:00 AM, S.D. sent Defendant 9 unanswered Facebook messages, including: "I have Rolf trying the room phone and Sergio banging on the front door. [E.V.] told me the lobby is gone and the flames have moved to the 2nd floor. The fire department is there. [E.V.] is onsite;" "Please wake up;" "It's reached the 3rd floor. Please wake up;" "I gave Sergio permission to come up through the pool door. So don't be mad at him;" "And you're not there;" and "Bryce where are you?" Eventually, at 3:14 AM, Defendant called S.D.

Phone records show that at 3:44 AM, S.D. texted E.V. that Defendant was at Lutsen and that "he's not doing good." At 6:19 AM, S.D. texted E.V. that S.D. and Defendant were headed back to Two Harbors, Minnesota for the night. When interviewed by the SFM on February 7, 2024, Defendant stated that he did not speak with firefighters or law enforcement while he was at Lutsen. None of the staff interviewed saw Defendant at the scene. Defendant also told the SFM on February 7, 2024, that he remembered "being annoyed the pool was still standing of all things."

The SFM investigator also asked Defendant about his whereabouts on the night of the fire during the interview on February 7, 2024. Defendant stated he went home, bought a pizza from Dominos, and went to bed. When asked if Defendant was still asleep or awake when S.D. contacted him, Defendant responded, "I don't know how to answer that." Defendant stated he was "doing something personal" and was awake at the time.

Facebook records reveal that on February 12, 2024, S.D. messaged Defendant, "What are you going to tell them about where you were? Defendant responded, "Well I definitely can't tell them. Especially after everything, can you image if our extra caricular [sic] activities got in the news???" Later in the conversation thread, S.D. messaged Defendant, "My concern is that they track your location through your phone and see you driving by Lutsen at around when the fire started around 12:30." Defendant replied, "Your [sic] stressing me out now."

On February 13, 2024, Defendant provided testimony in insurance proceedings that, on February 5, 2024, Defendant messaged "BDDE," later identified as M.H., on a phone application and Defendant left his condo for M.H.'s residence in Grand Marais, Minnesota "a little after 10:00, maybe." When asked if Defendant stopped anywhere from the time he left the condo until he got to Grand Marais, Defendant responded, "No." When asked if he went directly to residence in Grand Marais, Defendant answered, "Yes." Phone records reflect that on February 5, 2024, at 10:30 PM, Defendant arranged a meeting on the phone application with M.H. At 10:34 P.M., M.H. sent Defendant his home address, located in Grand Marais. At 10:40 PM, Defendant messaged M.H., "Kk says an hour and 46 minutes." M.H. told investigators that Defendant drove a white SUV. When later shown a picture of Defendant, M.H. stated, "Yup, that's him."

In a subsequent interview with private insurance company investigators on March 16, 2024, Defendant admitted that he stopped at Lutsen on the night of the fire. Defendant stated that he left his condo in Two Harbors around 10:45 PM for Grand Marais. Defendant said he stopped at Lutsen to pick up items from his desk. Defendant explained that he typically parks in the north parking lot but parked in the lower west parking lot on February 5, 2024. Defendant stated he entered Lutsen through the west employee entrance door and went to his office. The employee entrance door was located in close proximity to the exterior basement door, a few feet to the north. Defendant explained that the basement door does not lock and

leads directly to the west basement where the boilers and water heaters are located. Defendant said he exited the building through the employee entrance door. Defendant told insurance company investigators he was at Lutsen for at most five minutes in total, including parking. E.V. reported in an interview with the SFM on November 5, 2024, that Defendant told E.V. that Defendant was at Lutsen for eight minutes. Hotel records show Defendant logged into Lutsen's reservation management system, WebRezPro, on February 5, 2024, at 12:05 PM and 4:46 PM. Records reflect that no guests were scheduled to stay at Lutsen on February 5 or 6, 2024. In Defendant's February 8, 2024, interview with private insurance investigators, Defendant acknowledged there were 5 dinner reservations at Lutsen on February 5, 2024.

On September 25 and 26, 2025, Defendant testified in insurance proceedings that he left his condo in Two Harbors "sometime around 10:40 [PM]" and arrived at Lutsen "maybe" at 11:45 PM. Defendant explained that he went to Lutsen to retrieve a "travel style kit bag" from his office. Defendant indicated that he drove a white Ford Explorer, parked on Cliffhouse Road, walked around the deck by the pool house, went down the stairs, and entered through the exterior door to his office. Defendant stated he did not have contact with anyone inside the building and reaffirmed that the "whole process took 5 minutes." Defendant estimated that he arrived in Grand Marais 25 to 30 minutes later (which would have been at approximately 12:20 AM per Defendant's timeline).

During an interview with the SFM on February 15, 2024, Lutsen night auditor, C.W., reported that he saw Defendant enter the Lutsen building through the employee entrance door around midnight on February 2, 2024 (the Friday before the fire). C.W. stated that Defendant could have gone out that door and C.W. would not have seen Defendant unless C.W. was outside too. In an interview with insurance company investigators on September 26, 2025, Defendant acknowledged that Defendant saw C.W. on February 2, 2024. Defendant stated that he was "trying to avoid" C.W. because he did not want C.W. to know Defendant was at Lutsen "hooking up with somebody." During an interview with the SFM on February 7, 2024, Defendant stated that "we have night auditors, so that, there will always still be one person here. Yeah, it's staffed like 24 hour a day, though." Defendant stated he saw restaurant staff and the front desk employee on February 5, 2024, when Defendant left Lutsen.

Defendant drove a white Ford Explorer at the time of the fire. Phone records reflect that on February 5, 2024, Defendant sent a text message to another phone number stating, "Well I'm at least driving one of our Explorers from work instead of one of our mini vans lol." During insurance proceedings on September 26, 2025, Defendant testified that he drove a white Ford Explorer that belonged to Lutsen on February 5, 2024. Defendant stated his Cadillac Escalade was being repaired for an engine failure. On April 2, 2024, the BCA interviewed K.M., the service manager at an auto repair center in Duluth, Minnesota, who stated Defendant's Escalade was towed to their location on February 2, 2024. K.M. added that Defendant's Escalade needed a new engine installed.

Video surveillance footage from February 5 and 6, 2024, captured the location of a white SUV, consistent with a Ford Explorer, as follows:

- At 11:51 PM on February 5, 2024, a white SUV was captured on surveillance footage driving northbound past the Holiday gas station in Tofte. The Holiday gas station is approximately 55 miles from Defendant's condo in Two Harbors.
- At 11:52 PM on February 5, 2024, a white SUV traveled northbound past the Tofte General Store. The Tofte General Store is approximately 7 miles from Lutsen.

- At 12:21 AM on February 6, 2024, a white SUV drove northbound past Arrowhead Electric Cooperative, which is approximately 2 miles from Lutsen.
- At 12:38 AM on February 6, 2024, squad video from a Cook County Sheriff's Deputy that responded to the fire captured only two vehicles that traveled northbound as the Deputy traveled southbound. One of the vehicles was a white SUV. The white SUV was encountered at the west end of Grand Marais.
- At 3:39 AM on February 6, 2024, a white SUV drove southbound past Arrowhead Electric Cooperative.

Lutsen is located en route between Tofte and Grand Marais. Email records reflect that at 12:17 AM, on February 6, 2024, an alarm for Lutsen triggered an automatic email indicating a power interruption. T.C. reported that he observed smoke at 12:20 AM. At 12:24 AM, T.C. called 911. At 12:38 AM, a Cook County Sheriff's Deputy's squad video captured a white SUV traveling northbound. And at 3:39 AM, a white SUV drove past Arrowhead Electric Cooperative. At 3:44 AM, S.D. texted E.V. that Defendant was at Lutsen.

When asked about the financial state of Lutsen during an interview with the SFM on February 7, 2024, Defendant described Lutsen's financial problems as "short lived." Defendant stated he "never missed big payments" and "only a couple" of vendors did not get paid. Defendant stated that he "bought [Lutsen] for \$7 million, put \$5 million into it" and added, "you don't give up millions for hundreds." Phone and Facebook records reflect that on February 14, 2024, Defendant sent a Facebook message to S.D., stating "Ya know, because apparently I'd burn a \$13mm resort to get out of a \$15k lawsuit with a cabin owner."

Financial records reflect that North Shore Resort Company, North Shore Land Company, and Shores Resort Company's near due and past due business debts amounted to more than \$14,000,000 at the time of the fire. Business debt for Lutsen and other entities included, but is not limited to, the following:

- Lutsen owed \$466,961.92 in past due invoices to over 80 entities as of January 26, 2024.
- Lutsen owed \$521,117.20 past due to Lutsen's previous owners as of January 1, 2024.
- Lutsen owed \$246,744.60 to Lutsen Resort Townhome Association and the Lutsen West Flank Townhome Association due on February 7, 2024.
- Lutsen owed \$276,964.79 to Highmark Builders, who filed a mechanic's lien on the Lutsen property on February 13, 2024.

- Shores Resort Company owed \$12,953,504.25 in combined balloon payments for Superior Shores Resort due on June 1, 2024.

Defendant's business bank account records reflect the following prior to the date of the fire:

- The Shores Resort Company's Commercial Analysis Checking Account had a balance of -\$3,795.51 (negative balance) on January 31, 2024.
- The North Shore Land Company's Business Checking Account had a balance of \$27.89 on January 31, 2024.
- North Shore Resort Company's Commercial Analysis Checking Account had a balance of \$543.67 on January 31, 2024.
- The North Shore Resort Company DBA Superior Shores Resort's Operating Account had a balance of \$31,039.26 on January 31, 2024. In comparison, from January 31, 2023, to December 31, 2023, this account's average balance during 2023 was \$213,828.63.
- The North Shore Resort Company's Payroll Account had a balance of \$5,915.70 on January 31, 2024. E.V. stated that payroll every two weeks was approximately \$65,000.

Insurance records reflect that on August 8, 2022, Defendant increased the insurance policy for Lutsen from \$8,497,500 to \$11,000,000. On May 22, 2023, Defendant increased the insurance policy for Lutsen from \$11,000,000 to \$13,000,000.

Emails between National Bank of Commerce ("NBC") and Defendant reflect that NBC's relationship with Lutsen was ending in early 2024. On January 18, 2024, B.B., a representative from NBC, emailed Defendant, "Myself and bank executives are struggling to see how the standalone lodge operations can support the debt load on an amortizing basis. . . Maybe I'm missing something..." During an October 22, 2024, interview with the BCA, B.B. stated that Defendant came to NBC on January 19, 2024, to have a meeting. B.B. stated the forbearance was discussed in the meeting and the intent was for NBC and Lutsen to end their relationship eventually. NBC offered to float Defendant \$500,000 to be used for specific existing debt in order to keep Lutsen operational until Defendant could secure financing with another bank. Defendant told B.B. that was not enough money, and he needed approximately \$1.1 million. Search history from Defendant's phone reflects that, on January 19, 2024, Defendant conducted an internet search for "forbearance meaning." On January 23, 2024, B.B. emailed Defendant, "attached is the default letter... please keep in mind that the bank is working on a funding request to extend the notes with additional funds to be used towards bills and working capital needs." Despite this default notice, Defendant scheduled a "site visit" at Lutsen on February 6, 2024, with NBC to see the remodeled third floor.

Lutsen emails also show Defendant, accounting staff, and the general manager discussed Lutsen's

financial situation:

- On January 9, 2024, D.M. emailed Defendant and E.V., "The balance at NBC is about \$50,000 and NFCU is \$1,100. . .we are going to be very close on payroll if we spend zero dollars but I know there are always EFTs coming out or something that needs to be taken care of right now. [Q.M.] told me the contractors were looking for me yesterday to get some payments. Not sure how I am supposed to respond to them. also [J.G.] is anxious to get a few bills from the kitchen taken care of. We need some direction."
- On January 22, 2024, L.G., Superior Shores' accountant, emailed E.V. and D.M., "I paid all of Oct and Dec Sales Tax from our Superior Shores bank account. I still have to pay Lodging Tax for Lutsen Oct - \$8,940.47 and Dec \$4,320.23. I'll pay them out of Superior Shores bank account since we have funds from the sale. I figure you need what you have in your account for payroll. That will leave me with about \$68,000.00. We'll have enough for payroll, but not much for anything else. It will be difficult to have funds for the following payroll unless we get them from [NBC] before 2/2."
- On February 1, 2024, E.V. emailed Defendant, "not to pile on...but this mornings [sic] account balances for both properties is approx \$ 15,000. Without any funding or knowledge of funding coming asap. We cannot fund payroll for the period ending this Sunday 02-04 With humbling correspondence to our most valuable vendors...we can get delays in making payments maybe...BUT we must not let staff work without pay...All things we all know as operators...can you be transparent and let us know where bank funding is."
- On February 2, 2024, E.V. emailed Defendant, "I am truly sorry that you are dealing with all this stress but I guess I along with everyone else is wondering what is going on and what should I do? There isn't any money available to do payroll next week and that is truly unfair to employees (me included). . .We can't let employees work with the expectation of getting paid and then not pay them. It goes against my morals as a person and it's illegal as a company."
- On February 5, 2024, E.V. emailed L.G. and D.M., "Bryce says I'm a debbie downer... Pragmatic is better. We are providing a tour for 3 senior exec from NBC bank on Wednesday afternoon and they have expressed a need to audit Accounts Payable for Lutsen Lodge...I do not see funding being made available just 36 hours after the 'tour' But Bryce says to trust him allowing him to trust us..." D.M. replied, "Accounts payable is growing.....I would think they will not like looking at the account and seeing that we haven't paid bills in months :("

Records of Defendant's Facebook messages also reflect, in part, the following:

- On January 31, 2024, Defendant replied "Just burn it" to messages from S.D. about the

\$466,080.37 they owed the Canada Revenue Agency (CRA). S.D. replied, "I think we're still on the hook if it burns babe." S.D. followed up, "At that point we just take the insurance payout and use it cover CRA." Defendant responded, "Works for me."

- On February 1, 2024, S.D. messaged Defendant, "Sorry to pile the shit on. But I figured you should probably get the letter we just received in the mail. I just emailed it, from a law firm about Lutsen's loan defaulting." A few hours later S.D. followed up, "How are you doing?" Defendant responded, "Depressed."
- On February 2, 2024, Defendant replied "Burn it" to a message from S.D. complaining about a hockey team's stay.
- On February 4, 2024, Defendant messaged S.D., "I think depression is setting in."
- On February 5, 2024, Defendant replied "Burn it" to S.D. complaining about a negative review.
- On February 12, 2024, Defendant messaged S.D., "This is usually when I'd make my burn it joke...but karma didn't like that...I'm gonna need a new line :/"

Lutsen was primarily constructed of wood. After the fire, the Lutsen Fire Department requested the State Fire Marshal conduct an origin and cause examination of the fire. Defendant was not authorized by law to set fire to Lutsen.

The SFM investigated and issued a report on November 25, 2025. The report determined that the fire "originated within the SW Basement including Cell 1, Cell 2, and Interstitial Space above the Boiler Room." This area corresponds to the area beneath the lobby. The report further concluded: "Several ignition scenarios have been identified which cannot be definitively eliminated, to include an intentionally set fire. As a result, this case is being classified as an undetermined fire."

On April 3, 2024, the SFM interviewed a local service provider who stated that between January 22 and January 24, 2024, they replaced a small section of piping where the boilers were located because a pipe burst, and glycol leaked. Search history records from Defendant's phone reflect that on January 24, 2024, Defendant conducted an internet search for "glycol VS water," "will glycol leak more than water," "Can water leak into glycol through the heater exchange," and "Why is glycol used in heating systems." On February 15, 2024, Defendant conducted another internet search for "incorrect glycol mix ratio," "incorrect glycol mix ratio fire risk," and "Flammability concerns for Ethylene-Glycol and Water (EGW) Coolant – DSIAC."

On April 9, 2024, the SFM interviewed, J.C., the president of a company that serviced Lutsen's water heaters. J.C. reviewed service reports and stated that on January 26, 2024, a local technician, D.K., serviced the water heaters at Lutsen, which were not functional. The technician replaced a broken water

valve on the left-side water heater, which then began to function. The right-side water heater required a draft inducer motor. On January 30, 2024, the technician returned to Lutsen after receiving the replacement draft inducer motor. The technician, however, found that the gasket between where the motor comes on and mounts on the tank was leaking combustion gases, so he disabled the right-side water heater, while the technician searched for a replacement gasket. The technician reported that he turned off the gas for the right-side water heater, and unplugged the right-side water heater. When the technician finished, the water heaters were fully assembled, the right-side water heater was disabled, and the left-side water heater was functional. In an interview to the SFM on February 7, 2024, Defendant stated that on January 31, 2024, Defendant turned on "the right one [water heater], I think." Defendant said he "just flipped the green switches on both of them" because he thought that is what "ignites the pilot lights." E.V. stated that Defendant told E.V. on February 2, 2024, that Defendant turned the gas valve on to the right-side water heater.

In an interview with private insurance company investigators on February 7, 2024, maintenance manager D.C. stated that "it's very rare you see anyone" in the west basement where the water heaters and boilers are located. Defendant stated that "people needed a reason to be down" in the west basement. E.V. described Defendant as "hands off" on mechanical issues at Lutsen and was "surprised" Defendant turned on the gas to the water heater. E.V. had "no idea" why Defendant was in the west basement.

On March 15, 2024, while excavating the west basement, the SFM and private insurance investigators located an adjustable crescent wrench that was wedged beneath the basement door and the concrete floor, preventing the door from being opened. In the basement, the cover of one of the water heaters was on the ground next to it, the blower fan assembly was about six feet away, and the gas assembly was missing. According to the service technician, the water heater was not left in this condition before the night of the fire. During insurance proceedings on September 26, 2025, Defendant testified that both water heaters "looked completely intact." According to D.C., there was a shelf located next to the boiler room door that holds two standard wrenches, Allen wrenches, a screwdriver, and an adjustable crescent wrench. The screwdriver was not found, and the crescent wrench was wedged under the door.

The SFM's November 25, 2025, report noted, "the presence of a residue covering components or sitting within the top housing of the north water heater which were not present in the south water heater. The observed residue consisted of clear, opaque, amber, and blue crystalline substance." The blue crystalline substance was also observed on the gas valve. SFM investigators collected samples of the blue residue. On August 11, 2025, the SFM conducted a series of burn tests. Results included the "presence of a blue colored, crystalline substance" that had "significant characteristics" to a substance known as Swissmar Fire Gel ("Swissmar").

On October 17, 2025, additional forensic testing was completed and compared the samples from Lutsen to Swissmar, which was "found to be inconsistent in chemical and elemental composition." In a BCA report, dated October 21, 2025, a forensic scientist explained to the BCA that even though the comparison results were inconsistent in chemical and elemental composition, Swissmar cannot be excluded as an accelerate to start the fire, as Swissmar (like other flammable accelerants) may have burned off entirely during the fire.

Search history records for Defendant's phone reflect that on January 12, 2024, Defendant conducted an internet search for "Sterno-fuel," "fondue fuel btu," and "swissmar." Defendant also visited Amazon, Williams Sonoma, and Swissmar Shop. On January 18, 2024, Defendant texted E.V., "Main water line at Copper froze entire east wing flooded. Just talked them through how to find the city valve at the back to shut it down. So sick of life and floods. Does nothing burn down anymore?" On January 19, 2024, E.V. texted Defendant, "The new Swissmar gel bottles came in. We did a test. Works great." Defendant replied, "Good!! Glad they came in after the insurance inspection lol."

On February 6, 2024, Defendant submitted a Notice of Loss to Auto-Owners Insurance on behalf of North Shore Resort Company (for which Defendant was the sole proprietor), reporting a total loss resulting from fire. On October 9 and 18, 2024, Defendant signed and submitted a sworn statement and proof of loss to the insurance company. In all, the insurance claim totaled at least \$16,565,901. In the claim, Defendant attributed the loss to a "fire of unknown origin," and signed a "Statement of the Insureds" which affirms, "The said loss did not originate by any intentional act, design, or procurement on the part of your insured, or this affiant. . .no attempt to deceive the said company, as to the extent of said loss, has in any manner been made."

Defendant is a Canadian citizen and has returned to Canada multiple times since the fire. Defendant and his husband reside in Canada.

SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

Complainant

Steven J Kritzeck
Investigator
1430 Maryland Avenue E
St. Paul, MN 55106
Badge: 1476

Electronically Signed:
12/02/2025 05:06 PM
Oakland County,

Being authorized to prosecute the offenses charged, I approve this complaint.

Prosecuting Attorney

Jeanne Peterson
County Attorney
411 W 2nd Street
Grand Marais, MN 55604
(218) 387-3670

Electronically Signed:
12/02/2025 04:40 PM

FINDING OF PROBABLE CAUSE

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

☐ **SUMMONS**

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear as directed in the Notice of Hearing before the above-named court to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

☒ **WARRANT**

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

☐ *Execute in MN Only*☒ *Execute Nationwide*☐ *Execute in Border States*☐ **ORDER OF DETENTION**

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$

Conditions of Release:

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: December 3, 2025.

Judicial Officer

Steven Bradley Hanke
District Court Judge

Electronically Signed: 12/03/2025 07:56 AM

Sworn testimony has been given before the Judicial Officer by the following witnesses:

COUNTY OF COOK
STATE OF MINNESOTA

State of Minnesota

Plaintiff

vs.

BRYCE JAMES CAMPBELL

Defendant

LAW ENFORCEMENT OFFICER RETURN OF SERVICE
I hereby Certify and Return that I have served a copy of this Warrant upon the Defendant herein named.

Signature of Authorized Service Agent:

16-CR-25-216
DEFENDANT FACT SHEET

Filed in District Court
State of Minnesota
12/3/2025

Name: BRYCE JAMES CAMPBELL
DOB: 09/18/1984
Address: 1521 SUPERIOR SHORES DRIVE
TWO HARBORS, MN 55616

Alias Names/DOB:

SID:

Height:

Weight: 0lbs.

Eye Color:

Hair Color:

Gender:

Race:

Fingerprints Required per Statute: Yes

Fingerprint match to Criminal History Record: No

Driver's License #:

Alcohol Concentration:

STATUTE AND OFFENSE GRID

Cnt Nbr	Statute Type	Offense Date(s)	Statute Nbrs and Descriptions	Offense Level	MOC	GOC	Controlling Agencies	Case Numbers
1	Charge	2/6/2024	609.561.1 Arson-1st Degree-Dwelling	Felony			MNBCA0000	24000061
2	Charge	2/6/2024	609.561.2(a) Arson-1st Degree-Building-Knows Person is Present	Felony			MNBCA0000	24000061
3	Charge	2/6/2024	609.561.2(b) Arson-1st Deg-Building-Possibility Person Present	Felony			MNBCA0000	24000061
4	Charge	2/6/2024	609.611.1(a)(2) Insurance Fraud-Present False Representation/Conceals Facts-Claim for Payment	Felony			MNBCA0000	24000061
	Penalty	2/6/2024	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony			MNBCA0000	24000061