

FILEDIN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**JUN 17 2014**CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

KRISTINA R. CAMERON,)

Defendant.)

Criminal No. 14-30123-NJR

Title 18, United States Code, Section 1349

INDICTMENT**THE GRAND JURY CHARGES:****1. Introduction**

1. Beginning on or about January 26, 2009, and continuing until on or about December 17, 2009, the defendant, **KRISTINA R. CAMERON**, was the co-owner of C&G Marketing Associates, LLC, a Florida corporation that defrauded consumers using the fictitious name of Premier Timeshare Solutions ("Premier").

2. During that time, **CAMERON** and other Premier employees known and unknown to the Grand Jury conducted a fraudulent timeshare resale scheme through the use of telemarketing.

3. Premier was modeled after another fraudulent timeshare resale scam known as Universal Marketing Solutions ("UMS").

4. Premier telemarketers operated from offices located in West Palm Beach, Florida. From there, they placed phone calls to timeshare owners throughout the United States, Canada,

and elsewhere, falsely representing or implying that the company had found someone who wanted to buy their timeshare interests.

5. In exchange for advance fees that typically exceeded \$1,000, the Premier telemarketers promised to handle all the details of the sales and send the victims the proceeds after closing. Once the victims had paid the advance fees, however, usually by giving the telemarketers their credit card information, Premier simply pocketed the money. There were no interested buyers, the closings did not occur, and the timeshares were not resold.

6. To discourage and defeat subsequent chargeback attempts, Premier sent victims written contracts to sign and return – contracts that made no mention of the promised sale and obligated the company merely to provide marketing and advertising services. Because the original sales calls were not recorded, Premier could later claim that marketing and advertising was all that had ever been promised, and that any contrary impression the victim may have formed – for instance, that there was a concrete offer for the customer's unit or some genuine interest by a qualified buyer – was simply a misunderstanding.

7. Victims who called Premier to check on the status of their transactions were directed to customer service representatives. The role of the Premier customer service department was to perpetuate the fraud by delaying and discouraging chargebacks and complaints. To accomplish that goal, representatives lied to the victims, assuring them that despite some phony, unexpected delays, their timeshare units were still going to be sold. Repeat callers were given a series of bogus excuses, none of which had any basis in fact. By instilling a false sense of hope, Premier aimed to delay the chargeback process beyond the time that most credit card issuers allow for disputes.

8. During its period of operation, Premier victimized over 7,000 people spread across each of the 50 States, three United States territories, six Canadian Provinces, and the Bahamas. At least 47 victims of the scam were located within the Southern District of Illinois, representing half of the district's 38 counties. All told, those involved in the scheme attempted to defraud the victims out of more than \$14.5 million.

9. In approximately December of 2009, **CAMERON** closed Premier. One of the factors that led to this closing was that Premier's Merchant Account, through which it processed credit card payments, had been terminated.

10. After she closed Premier, **CAMERON** continued her scheme to defraud through a new business known as Commercial Property Partners, LLC ("CPP"). CPP operated from offices located in Boca Raton, Florida.

11. CPP conducted business in the exact same manner as Premier. CPP telemarketers called timeshare owners throughout the United States, and elsewhere, falsely representing or implying that the company had found someone who wanted to buy their timeshare interests. CPP charged these owners advance fees that exceeded \$1,000 and promised to handle the details of the sales of the timeshares. After the victims had paid the advance fees, however, CPP simply pocketed the money. As with Premier, CPP did not have any interested buyers and the timeshares were not resold.

12. After CPP ceased operations, **CAMERON** continued her scheme to defraud through a third business known as Federal Fee Recovery, LLC ("Federal Fee"). Federal Fee operated from offices located in Boynton Beach, Florida.

13. Like Premier and CPP, Federal Fee was a telemarketing scam. Telemarketers from Federal Fee called individuals who had previously been victimized by timeshare resale

scams, including Premier and CPP, and falsely promised that they could help the victims recover the amounts they had been defrauded. In exchange for these bogus services, Federal Fee charged the victims an upfront fee.

COUNT 1

Conspiracy to Commit Mail and Wire Fraud – 18 U.S.C. §1349

14. Beginning on or about January 26, 2009, and continuing until at least December 23, 2010, more exact dates being unknown to the Grand Jury, in the Illinois counties of St. Clair, Madison, Alexander, Bond, Clinton, Crawford, Effingham, Fayette, Franklin, Hamilton, Jackson, Jasper, Jefferson, Jersey, Marion, Monroe, Randolph, Richland, and Williamson, within the Southern District of Illinois, and elsewhere, the defendant,

KRISTINA R. CAMERON,

and others both known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree among themselves and each other to commit certain offenses against the United States, as follows:

A. To devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme, and attempting so to do, knowingly to cause mail matter and other documents to be sent and delivered by the United States Postal Service and commercial interstate carrier to and from the Premier, CCP, and Federal Fee offices in Florida and residences within the United States, including the Southern District of Illinois, as well as other countries, in violation of Title 18, United States Code, Section 1341.

B. To devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme, and attempting so to do, knowingly to cause interstate

telephone calls, credit card transactions, electronic fund transfers, and other signals to be transmitted in interstate and foreign commerce by means of wire and radio communication, in violation of Title 18, United States Code, Section 1343.

15. In furtherance of and as a foreseeable consequence of the conspiracy, Premier employees caused contracts and other documents to be transmitted by U.S. Mail and commercial interstate carrier to the Southern District of Illinois.

16. In furtherance of and as a foreseeable consequence of the conspiracy, Premier employees caused interstate telephone calls to be placed to the Southern District of Illinois.

All in violation of Title 18, United States Code, Section 1349.

The offense occurred in connection with the conduct of telemarketing, in violation of the SCAMS Act, punishable under Title 18, United States Code, Section 2326.

FORFEITURE ALLEGATION


1. As a result of the commission of the violations alleged in Count 1 of this Indictment,

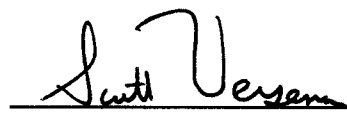
KRISTINA R. CAMERON,

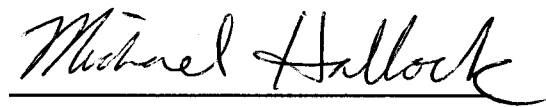
defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property which constitutes or is derived from proceeds traceable to said violations. The property to be forfeited includes, but is not limited to:

- a. One million, four hundred and ninety three thousand, six hundred and thirty dollars, and eighty cents (\$1,493,630.80) in United States funds representing the value of the proceeds obtained by defendant KRISTINA R. CAMERON during the course of the offenses described in Count 1 of the Indictment.




STEPHEN R. WIGGINTON
United States Attorney


SCOTT A. VERSEMAN
Assistant United States Attorney


MICHAEL HALLOCK
Special Assistant United States Attorney

Recommended bond: \$50,000 unsecured