

FILED

JUL 21 2010

**CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
DARNELL DISROE,)
)
MICHAEL LENTINE,)
)
MICHAEL STARACE,)
)
Defendants.)

No. 10-30118-DRH

Title 18
United States Code,
Sections 1341 and 1349

INDICTMENT

THE GRAND JURY CHARGES:

I. Introductory Statement

1. Between on or about the 1st day of October 2009, until on or about the 28th day of April 2010, in Madison, Fayette, Saline & Effingham Counties, within the Southern District of Illinois and elsewhere, **DARNELL DISROE, MICHAEL LENTINE, MICHAEL STARACE** and others known and unknown, doing business as Real Timeshare Marketing (“RTM”), and operating from Boynton Beach, Florida, conducted a telemarketing timeshare resale scheme targeting timeshare owners throughout the United States and Canada. RTM falsely represented that they had found buyers for the consumers’ timeshare interests and solicited fees of up to several thousand dollars from each consumer in purported pre-paid closing costs and related expenses. The purported sales did not occur, closings were not scheduled as was often

represented, and, in fact, Real Timeshare Marketing did not successfully sell any consumer's timeshare interest. Real Timeshare Marketing devoted essentially no resources to marketing their clients' timeshare interest and simply pocketed the purported closing costs, with about a third going to the individual telemarketers who sold the timeshare resale services to the consumer and the balance kept by the owners of the telemarketing company.

2. In just a five month period between roughly December 1, 2009 when telemarketing sales commenced, and April 28, 2010, when the scheme was interrupted by the United States Postal Inspection Service, Real Timeshare Marketing victimized approximately 615 consumers in forty-six states and six provinces in Canada of over \$1.3 million dollars. Real Timeshare Marketing victimized at least four consumers within the Southern District of Illinois.

II. Participants

3. Real Timeshare Marketing is the business name under which the defendants and others telemarketed a purported timeshare resale service. Real Timeshare Marketing is a registered fictitious name for FMSBB, LLC, ("FMSBB") a Florida limited liability company. While E.H. was the ostensible sole owner of FMSBB, both E.H. and **DARNELL DISROE**, whose wives are cousins, acted as partners of the company and of the business it ostensibly owned, Real Timeshare Marketing. RTM claimed that its principal place of business was 1375 Gateway Blvd. in Boynton Beach, Florida and that address appeared in its website, in correspondence, and in other documents distributed to clients. However, neither RTM nor FMSBB actually operated there and neither actually physically occupied space there since the address was a "virtual office" where RTM and FMSBB could receive mail. Instead, RTM

operated from two other offices, one located at 200 Knuth Road, Suite 240 (“Knuth Road office”) and the other at 640 East Ocean Avenue, Suite 10 (“Ocean Avenue office”), both in Boynton Beach, Florida. The main office was the Knuth Road office and that is where RTM processed credit card transactions against victims’ credit card and checking accounts, and processed mailings to be sent to consumers. Both were sales offices at which telemarketers made cold calls to defraud timeshare owners.

4. The template for RTM was another Florida timeshare resale scam that hereinafter will be referred to by the initials “CVS.” CVS was a Florida company that previously employed substantially all of RTM’s telemarketers and one of its partners, **DARNELL DISROE**. **DISROE** left CVS to form his own company and **DISROE** recruited the RTM sales force from CVS’s former telemarketers. RTM’s sales pitch was the same used by CVS. Its essential thrust was to deceive consumers into believing that CVS had obtained firm and binding offers from purchasers to buy that consumer’s timeshare interest. CVS clients were typically given a specific closing date sixty to ninety days out and were told that they would have to pre-pay closing related expenses of up to several thousand dollars. CVS telemarketers then solicited the consumers credit card information for payment. Since RTM was staffed almost exclusively with former CVS telemarketers, and was run by a former CVS telemarketer, CVS’s successful sales pitch and sales practices became those of RTM. Because RTM telemarketers had honed their telemarketing sales skills at CVS and were highly adept at consummating telemarketing sales with a successful, although deceitful, sales pitch, it was accordingly unnecessary for RTM to train its own sales force or develop its own sales scripts.

5.. **DARNELL DISROE** is a resident of Palm Beach County , Florida. He acted as a

principal of FMSBB and its business, RTM. While **DISROE** avoided having his name on documents pertaining to FMSBB, he was one of two signatories on FMSBB's bank account.

DISROE was an experienced telemarketer for CVS. When he recruited other telemarketers to work for RTM, **DISROE** claimed that RTM was his business. **DISROE** personally made some of the telemarketing sales calls for RTM, making misrepresentations and deceitful statements in order to consummate sales. **DISROE**, in conversations with other telemarketers, at times exhibited an openly contemptuous attitude toward timeshare resale customers, offering the opinion that anyone "stupid" enough to buy a timeshare in the first place would be "stupid" enough to pay someone fees in hopes of selling it.

6. E.H. was another principal of FMSBB. He was related to **DISROE** through their wives. E.H. had no apparent background in telemarketing or the timeshare resale industry. He was held out to be the owner of FMSBB, was an authorized signatory on FMSBB's bank accounts, and signed contracts and other documents on behalf of FMSBB. While E.H. was the ostensible sole owner, both E.H. and **DISROE** received distributions from FMSBB's bank account, with **DISROE** receiving a larger share of RTM's profits.

7. **MICHAEL LENTINE** was a former employee of CVS and was the manager of RTM's sales operation at the Ocean Avenue office rented by **LENTINE**. Almost all of the employees who reported to **LENTINE** were former CVS telemarketers. **LENTINE** also did some direct telemarketing for RTM making misrepresentations and deceitful statements in order to close sales.

8. **MICHAEL STARACE** was a telemarketer for RTM and was also a former telemarketer for CVS. **STARACE**, who worked out of **LENTINE**'s office, made

misrepresentations and deceitful statements in order to close sales.

III. The Scheme

9. On October 28, 2009, E.H., on behalf of FMSBB LLC doing business as Real Timeshare Marketing, filed an application with the Florida Division of Consumer Services for a Commercial Telephone Seller Business License in order to engage in telemarketing sales from the State of Florida. E.H. described the services to be telemarketed as “timeshare listings.”¹

10. The application called for the attachment of “all sales scripts.” E.H. submitted a sales script which described Real Timeshare Marketing as a “for sale by owner” program. According to the application, RTM’s customers were to be solicited to pay a one-time fee in an unspecified amount to cover the “list and sale” of the property. The script represented that there was a “high demand” for the properties and implied that there was an “interested party” in the consumer’s timeshare. The sales script requested that the customer provide RTM with an “authorization to deal with the negotiations of the sale.” The script offered the option to pay the fees either by credit card or by check.

11. Two different but inconsistent telemarketing sales approaches have evolved in the timeshare resale industry in Florida. The first, which has met with only very limited success, is to market what are described as “advertising and marketing” services. Following this approach, the customer is told that their timeshare interest would be listed on a website and perhaps

¹ As used in this indictment, “timeshare” refers to a type of fractional interest in real estate in which the owner has the right to occupy particular premises for a specified period of time. What constitutes a “timeshare” depends upon the law of the state in which the real estate is located.

advertised elsewhere, including printed publications and other internet sites. The second method, which is more successful, includes falsely representing to consumers that the resale company already has a firm offer on the property and soliciting certain fees for a projected closing. Variations of this approach include additional falsehoods, including representing to the prospective consumer that the alleged buyer has signed a binding contract to purchase the unit that they can't legally get out of, telling the consumer that there are multiple offers on the property, claiming that the buyer is currently in the room with the telemarketer and currently sitting next to the telemarketer, and claiming that the buyer is personally known by the telemarketer and that the telemarketer just had lunch or dinner with him or her to discuss the buyer's offer for the consumer's unit. Typically, telemarketers represented to prospective consumers that there was a scheduled closing date within 30, 60 or 90 days of the call.

12. Selling timeshare resales services using a sales pitch which described the proposed services as merely advertising and marketing services proved to be a tough sell for RTM telemarketers, all of whom had extensive previous experience in the industry. Relatively few timeshare owners are interested in paying someone else to advertise and market their property. There may be those who may be willing to pay one or two hundred dollars or so to do so, but fewer still are willing to pay thousands of dollars to simply place a listing of the consumer's timeshare interest on a company's website.

13. While timeshare owners may be generally reluctant to pay any significant amount to purchase advertising and marketing services, a very significant percentage of owners proved willing to pay substantial advanced fees for promised closings that supposedly were scheduled to occur in the near future. Moreover, while timeshare owners may be reluctant to pay more than a

few hundred dollars for advertising and marketing services, timeshare resale telemarketers found that properly motivated sellers would be willing to pay even several thousand dollars based upon representations that the sale of the consumer's unit was both certain and imminent.

14. Individual telemarketers had a built in strong personal financial interest to motivate buyers through lies, since the individual "opener" and "closer" pocketed about a third of whatever amounts of money they could persuade an individual customer to pay. The amount the customer was asked to pay often was not the product of any formula but instead was based in part upon an assessment by the individual RTM telemarketer as to how desperate the customer was to sell their timeshare unit and what they could persuade that customer to pay.

15. Whatever the original intention of those who started this industry, RTM stayed in business by "pitching heat," an industry term which describes the sales practice by which a telemarketer will tell blatant lies to consumers in order to book a telemarketing sale and pocket a generous sales commission. "Pitching heat" was an accepted practice at RTM both because the entire sales staff at RTM, as well as **DISROE**, came from a sales environment in which pitching heat was not only tolerated but encouraged, and because the owners of RTM received a very substantial income from completed sales.

16. The established, proven and highly successful sales pitch that was brought to RTM by its prior CVS telemarketers, and then used by RTM, contained material misrepresentations of fact and misleading statements to prospective customers, including the following:

A. RTM agents falsely represented that RTM had received an offer on the customer's time share. This claim was sometimes embellished by individual RTM telemarketers

to include *multiple* offers on the property. In addition, many consumers were also told that the specific offer RTM had received was a “binding” contract and that the purported purchaser “could not back out of it.”

B. RTM agents falsely represented that a closing was scheduled on the property on a specific date thirty to ninety days hence.

C. RTM agents falsely represented that the fees were for deed and title searches, maintenance profiles, deed preparation, title transfer and for similar expenses.

17. In general, the closing date was made up by the telemarketer. As a result of a meeting among RTM telemarketers, it was agreed that the made up closing date needed to be at least 60 to 90 days from the date of the call. The purpose of the delayed closing date was to postpone when customers would call their credit card companies or banks to complain that they had been defrauded, an inevitable result from their supposed “closing” dates having come and gone without the client receiving the sales proceeds check they had been promised. Delaying that inevitable reporting by the client was important to the success of the scheme, since customer complaints would almost certainly result in charge backs against RTM’s merchant account and thus jeopardize the ability of RTM to process bank card transactions and get paid.

18. The representations made in RTM’s sales pitch were false and fraudulent in that the offers on the consumer’s property were a fantasy, the closing dates were totally make believe, and the purported purpose of the fees a pure invention by the telemarketer. The fees were not being used for closing costs, but were being purloined by RTM to enrich the telemarketers and their bosses and pay for the continuing expenses associated with the massive scam. Only a negligible amount was going to the cost of listing the property on RTM’s website, if indeed the

consumer's property was even listed there.

19. After persuading a consumer to purchase RTM's services through misrepresentation and deceit, RTM's telemarketer would then complete an internal sales form with the owner's information, including information on the owner's timeshare interest and asking price, and then transfer the consumer to a "quality assurance" employee. The "quality assurance" employee would then place a telephone call to the consumer and make a recording of that part of the call where the consumer gave their oral consent to a charge to the consumer's credit card, debit card, or ACH debit on the consumer's bank account. During the *unrecorded* portion of the call, the consumer was read the following:

First, I will be discussing with you our marketing practices and how we have gotten the offer on your unit and I'll also be discussing with you, *that although we do have an offer of \$____*, we cannot legally attach one specific buyer to your unit until we have your free and clear deed and title as well as your signed contract and seller certification back in house. (Emphasis supplied)

20. This purported "quality assurance" script contained a blank for the telemarketer to insert a dollar amount for the purported "offer" that RTM had supposedly received on that consumer's timeshare. It was RTM's practice to fill in the offer amount with the consumer's *asking price* which had been just recorded by the telemarketer on the form given to the "quality assurance" employee. After telling the consumer that RTM had received an offer on the consumer's timeshare at least equal to their asking price, the "quality assurance" employee turned on the tape recorder and recorded an acknowledgment by the consumer that the bank card number and expiration date, or bank account information and routing code was correct and that the consumer had agreed to the transaction. The recorded part of the script contained an acknowledgment by the consumer that they were "authorizing" RTM to sell the unit for a

particular “sale price,” a more ambiguous statement that fell short of the representation that RTM had actually received an offer in the amount of the asking amount, a representation that had been previously made only moments before in the unrecorded part.

21. After the customer paid the ostensible closing costs by bank card or ACH debit, RTM would send the customer a contract to sign. Rather than a contract for the sale of the property as had been promised, RTM’s contract instead only obligated RTM to provide advertising and marketing services.

22. As RTM’s unrecorded sales pitch, “quality assurance” procedures and written contracts were constructed, RTM could claim that marketing and advertising was all that RTM had ever agreed to provide and that any impression that the consumer may have formed that RTM had a concrete offer for the customer’s unit was a misunderstanding on the customer’s part.

23. Despite collecting over \$1.3 million dollars from consumers for timeshare resale services, RTM was not instrumental in selling a single timeshare. RTM had no employees on its staff whose task it was to find buyers for their customer’s timeshare interests. They made no telemarketing calls specifically to find buyers for their client’s timeshares. RTM made no efforts to either market or advertise any customer’s timeshare interest other than a simple listing on RTM’s website which was made at nominal expense. RTM made no substantial efforts to promote its website and a listing on RTM’s website was of no practical value to RTM’s customers.

24. RTM’s sales practices were false and misleading and RTM was a business permeated with fraud in an industry pervaded by deceit.

25. In connection with the transactions described in this Indictment, defendants

engaged in a scheme involving deceit and trickery in order to gain an unfair and dishonest advantage over hundreds of victims located in the Southern District of Illinois and elsewhere throughout the United States and Canada.

IV. A Sale To A Southern District Of Illinois Consumer

26. On March 1, 2010, **MICHAEL STARACE**, on behalf of and as an agent of Real Timeshare Marketing, placed a telephone call to B.S. in Fayette County, within the Southern District of Illinois. Unknown to **STARACE**, a United States Postal Inspector was present at her residence and recorded the call. **STARACE** represented to B.S. that Real Timeshare Marketing had sold her timeshare interest in Stonebridge Village in Branson, Missouri, for \$20,900. The buyers, according to **STARACE**, were from Canada. He could not identify them, he claimed, until B.S. signed an acceptance of the offer. At the closing, the ostensible buyer was to deliver a bank draft in the amount of \$20,900 which would be “overnighted” to BS. the day after the closing which was to occur in about 45 days. She would have to prepay certain expenses, but she would get that money back after the property closed, together with the purchase price. Real Timeshare Marketing would send her a contract reflecting a sale price of \$20,900. B.S. asked **STARACE** whether the contract was a “real estate contract.” “Yes,” **STARACE** replied, “it’s a *real contract*.”

27. **STARACE** claimed that Real Timeshare Marketing had a “track record.” Taken literally, the statement meant nothing. In the context in which it was said, however, his statement implied that RTM had a record of successful sales and this statement was intended by **STARACE** to be construed in that fashion, especially given the fact that he further represented

that he had personally sold “a lot” of timeshares himself. **STARACE** further represented that he was a licensed real estate broker who worked for Century 21 and Ballaster Reality.

28. RTM, according to **STARACE**, had been featured on CNN, the Travel Channel and the Discovery Channel.

29. **STARACE** solicited fees of \$1886. B.S. asked **STARACE** how **STARACE** and RTM got paid for their services and **STARACE** represented that they got paid from the “financing department” and that the funds would come from the financial institution which was financing the transaction for the buyers.

30. **STARACE**’s representations were false, fraudulent and deceitful in the following respects, among others:

- A. RTM had not received a firm offer on B.S.’s timeshare.
- B. There were no buyers for the property from Canada or from anyplace else.
- C. Although the contract B.S. was about to receive may have been a “real” contract, it was not a “real estate” contract. It obligated RTM to advertise and market the property. It was not a sales contract based upon a firm offer from identified buyers who had the present ability and intent to close on the property in about 45 days as represented.
- D. **STARACE** had no real estate license as had been represented.
- E. **STARACE**’s fees were not being paid from any financial institution which was financing the transaction for the alleged buyers. Instead, **STARACE** and RTM was pocketing the entire \$1886 fee, with RTM’s involvement limited to placing a listing of B.S.’s timeshare on its website at negligible cost to RTM.

31. B.S. insisted on paying the fee by check. **STARACE** repeatedly pressed B.S. to

provide her checking account number, bank routing code and check number so that RTM could process an electronic debit against her checking account, but B.S. refused, indicating that she was only willing to send a check. When his attempts to get B.S. to reveal her checking account information failed, he indicated that BS could send a check, cautioning her that her failure to immediately pay for the service by allowing an electronic debit against her bank account might jeopardize the promised closing.

32. After agreeing to receive a check, **STARACE** indicated that B.S. would receive a telephone call from RTM's "quality assurance" department. Shortly thereafter, B.S. received such a call. The "quality assurance" employee once again pressed B.S. to reveal her bank account information. When B.S. once again refused, RTM then terminated the call without reading the "quality assurance" script, likely because the major purpose of the "quality assurance" call was to satisfy the requirements of RTM's payment processors who required a recorded confirmation of the transaction in light of the fact that it was a one time telemarketing sale in which RTM did not have the signature of the bank card or account holder.

33. With investigation funds supplied by the U.S. Postal Inspection Service, a bank cashier's check for \$1886 was obtained from the First National Bank of Vandalia and then, as promised by B.S. and agreed to by RTM, was placed in the United States Mails, in Vandalia, Illinois, addressed to Real Time Share Marketing in Boynton Beach, Florida. The check was then negotiated by E.H. and then deposited into the account of FHSBB, LLC doing business as Real Timeshare Marketing.

34. On or about March 8, 2010, in Fayette County, within the Southern District of Illinois, B.S. received a package from RTM by Federal Express (FedEx), a commercial interstate

carrier. Inside the parcel was not the real estate sales contract she was promised, but instead three pages of documents which disclaimed the fact that RTM was a real estate broker, and seeking to limit its responsibility to market the timeshare and largely unspecified efforts to “connect the buyer and the seller.” The documents were not consistent with the representations that were made by the telemarketer to get B.S.’s money.

35. Subsequent to the receipt by RTM of B.S.’s \$1886 fee, the U.S. Postal Inspection Service established an undercover internet email account in the name of B.S. and transmitted an email to RTM at the email address listed in the contract sent to B.S. by RTM. In that email, sent four weeks after a check was sent to and then cashed by RTM to pay B.S.’s closing fees, a U.S. Postal Inspector, posing as B.S., made the following inquiry:

I mailed my signed contract to you several weeks ago, but I haven’t received a copy back from you with your signature. Also, Michael Starace told me that after I sent in my money for the deed and title search, that I would be sent information about the buyers of my timeshare (he said they’re from Canada). Please give me an update on the sale of my unit.

36. Shortly after sending the email, the following response was received from sales@realtimesharemarketing.com:

Thank you for contacting Real Timeshare Marketing! We have received your e-mail and will respond to you with in the next 24-48 hours. Thank you and have a wonderful day!

37. Having already received B.S.’s fees, RTM ignored this customer inquiry. No further e-mail messages have been received from RTM and there has been no further communications to B.S. from RTM. Moreover, despite paying for “closing” costs and related expenses, no closing of her timeshare has occurred and she has not otherwise been advised of any

activity by RTM to consummate either the promised sale or any other sale of her property.

Count 1 - Conspiracy
18 U.S.C. §1349

38. Paragraphs 1 through 37 are hereby realleged.

39. From on or about October 2009 and continuing through approximately April 2010, in the counties of Madison, Fayette, Saline and Effingham, within the Southern District of Illinois, and elsewhere,

DARNELL DISROE,

MICHAEL LENTINE,

MICHAEL STARACE,

together with FMSBB, RTM, and others known and unknown, 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 pretenses, representations and promises, and for the purpose of executing the scheme, and attempting so to do, to knowingly cause to be sent and delivered by the United States Postal Service and by commercial interstate carrier, mail matter to and from residents of the United States, including residents of the Southern District of Illinois, to and from RTM's offices in the State of Florida, 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 pretenses, for the purpose of executing the scheme, and attempting so to do, to knowingly cause to be transmitted by means of wire or radio communication in interstate and foreign commerce, interstate telephone calls, credit card transactions, electronic fund transfers, and signs and signals, to and from RTM's offices in the State of Florida, in violation of Title 18, United States Code, Section 1343.

40. In furtherance of the conspiracy, between October 2009, and April 2010, defendants, and their co-conspirators, committed, or caused to be committed, the following overt acts:

A. On or about February 17, 2010, **STARACE**, acting as agent of and on behalf of RTM, in a telephone call with a U.S. Postal Inspector posing as a friend of B.S. and assisting B.S. in the decision on whether to do business with RTM, represented that RTM had lined up a Canadian buyer for B.S.'s Branson, Missouri, timeshare who was willing to pay \$20,900. **STARACE** solicited \$2,999 in up front fees, claiming that \$400 was for a "deed and title search," \$400 was for "transfer" fees, \$2,199 for for a "maintenance profile," "doc stamps," and notary fees. **STARACE** claimed that he was "not at liberty" to disclose the identity of the Canadian buyer but that the Canadian buyer was "ready to go."

B. On or about March 1, 2010, **STARACE**, acting as agent of and on behalf of RTM, in a telephone call with B.S., in Fayette County, within the Southern District of Illinois, and in the presence of a U.S. Postal Inspector, stated that he had a Canadian buyer who wanted to purchase her unit for \$20,900 and that \$1886 was needed in advance, but would be refunded at closing in about 45 days.

C. On a date unknown to the grand jury, but shortly after March 1, 2010,

E.H., acting on behalf of RTM, endorsed a check payable to Real Timeshare Marketing for fees that RTM solicited from victim B.S.

D. On or about March 8, 2010, RTM caused the delivery of a parcel to B.S. in Fayette County, within the Southern District of Illinois, which contained three pages of documents which were inconsistent with the representations that had been made to B.S. by **STARACE** acting on half of RTM.

E. From December 2009, through March 2010, E.H. withdrew \$83,534.00 and **DARNELL DISROE** withdrew \$106,655.83 from RTM's bank account as distributions from the business.

F. At various dates between December 1, 2009 through April 2010, RTM caused interstate telephone calls to be made by telemarketers working for or on behalf of RTM to various customers in the United States and Canada, to sell them alleged timeshare resale services.

G. On the various dates listed in the counts of the indictment, RTM caused the mailings and deliveries by commercial interstate carrier to occur in the manner described in the respective count.

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(1).

Count 2 - Mail Fraud
18 U.S.C. §1341

41. Paragraphs 1 through 37 are hereby realleged.

42. On or about the 1st day of March, 2010, in Fayette County, within the Southern District of Illinois,

MICHAEL STARACE

DARNELL DISROE

MICHAEL LENTINE

having devised the above-described scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing the scheme and attempting so to do, did knowingly cause a U.S. Postal Inspector, acting ostensibly on behalf of B.S., to place in a post office or authorized depository for mail matter a bank cashier's check in the amount of \$1886 and further did cause the same to be sent or delivered by the U.S. Postal Service according to the direction thereon from the Southern District of Illinois to Real Timeshare Marketing in Boynton Beach, Florida.

All in violation of Title 18, United States Code, Sections 1341 & 2.

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(1).

**Counts 3-5 - Mail Fraud
18 U.S.C. § 1341**

43. Paragraphs 1 through 37 are hereby realleged.

44. On or about the dates listed below, from the places and from the victims as alleged in the respective count, within the Southern District of Illinois, and elsewhere, the defendants,

DARNELL DISROE

MICHAEL LENTINE

having devised the above-described conspiracy and scheme and artifice to defraud and to obtain money or property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing the scheme and attempting so to do, did knowingly cause Federal Express (FedEx) to deliver to various consumers within the Southern District of Illinois, a purported document in which Real Timeshare Management was to provide certain services related to advertising and marketing timeshares in the manner described in the respective Count:

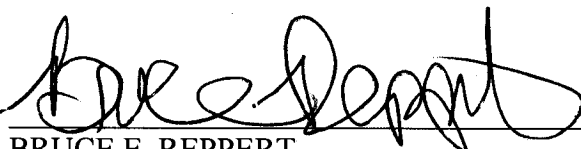
Count	Date	To	Victim
3	February 1, 2010	Saline County, Illinois	G.S.
4	April 9, 2010	Madison County, Illinois	R.F.
5	April 12, 2010	Effingham County, Illinois	C.F.

All in violation of Title 18, United States Code, Sections 1341 and 2.

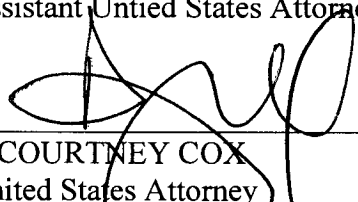
The offenses occurred in connection with the conduct of telemarketing, in violation of the SCAMS Act, punishable under Title 18, United States Code, Section 2326(1).

A TRUE BILL


FOREPERSON



BRUCE E. REPERT
Assistant United States Attorney


A COURTNEY COX
United States Attorney

Recommended Bond: \$750,000 unsecured.