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U.S. DISTRICT COURT  
EASTERN DISTRICT OF LA.

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WILLIAM W. BLEVINS  
CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

**FELONY**

INDICTMENT FOR CONSPIRACY TO  
COMMIT WIRE FRAUD AND NOTICE OF FORFEITURE

UNITED STATES OF AMERICA

\*

CRIMINAL NO. **19-00202**

v.

\*

SECTION: **SECT.H MAG.2**

MARTIN ALONSO ACEVES CUSTODIO

\*

VIOLATION: 18 U.S.C. § 1349

a/k/a Robin Birmingham

a/k/a ALA

\*

LIZA FLANERY FIERRO

a/k/a LIE

\*

CLAUDIA ELENA ANTILLON ZAHUITA

a/k/a Julie Batista

\*

a/k/a KLA

SERGIO LEON KURI

\*

a/k/a LNK

JESUS ADRIAN LEDESMA BERNAL

\*

a/k/a JSS

JULIO CESAR RIVERA ROJAS

\*

a/k/a JCP

\* \* \*

The Grand Jury charges that:

COUNT 1

(Conspiracy to Commit Wire Fraud)

A. AT ALL TIMES MATERIAL HEREIN:

1. Defendants, MARTIN ALONSO ACEVES CUSTODIO, a/k/a Robin Birmingham, a/k/a ALA ("ACEVES CUSTODIO"), LIZA FLANERY FIERRO, a/k/a LIE ("FLANERY FIERRO"), CLAUDIA ELENA ANTILLON ZAHUITA, a/k/a Julie Batista,

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a/k/a KLA (“ANTILLON ZAHUITA”), SERGIO LEON KURI, a/k/a LNK (“LEON KURI”), JESUS ADRIAN LEDESMA BERNAL, a/k/a JSS (“LEDESMA BERNAL”), and JULIO CESAR RIVERA ROJAS, a/k/a JCP (“RIVERA ROJAS”), lived in Mexico and were Mexican citizens.

2. Planet Travel was a Wyoming corporation that was purportedly in the business of providing timeshare sales service to timeshare owners located throughout the United States.

3. Newport International Investments (Newport International) was a Colorado corporation that was purportedly a company that provided funding assistance to Planet Travel.

4. A timeshare was a type of a fractional interest in real estate in which the owner has the right to occupy particular premises for a specified period of time, and what constitutes a timeshare depends upon the law of the state in which the real estate was located.

5. Victim 1 resided in Plaquemines Parish, within the Eastern District of Louisiana, maintained a bank account with Regions Bank, and owned a timeshare in the country of Mexico.

6. Regions Financial Corporation is a bank holding company headquartered in Birmingham, Alabama, that owns Regions Bank as a retail-banking subsidiary.

7. Regions Bank operated a branch location in Plaquemines Parish, Louisiana.

8. Regions Bank’s teller system utilized a network of computers connected to computer servers located in the state of Alabama. Regions Bank deposits and withdrawals resulted in electronic wire communications from the corresponding branch to Regions Bank computer servers in Alabama. Regions Bank account deposit and withdrawal transactions were updated once the Regions Bank teller system validated the account information and the availability of the funds.

**B. THE CONSPIRACY:**

Beginning on or about January 1, 2016, and continuing until the date of this Indictment, in the Eastern District of Louisiana and elsewhere, the defendants, **ACEVES CUSTODIO, FLANERY FIERRO, ANTILLON ZAHUITA, LEON KURI, LEDESMA BERNAL, and RIVERA ROJAS**, and others known and unknown to the Grand Jury, willfully and knowingly did combine, conspire, confederate, and agree to transmit and cause to be transmitted by means of wire communications in interstate commerce documents and interpret information for purposes of executing a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1343.

**C. OBJECTIVE OF THE CONSPIRACY AND SCHEME TO DEFRAUD:**

The objective of the conspiracy and scheme was for the defendants and their co-conspirators to obtain money and property from persons whom they enticed to provide advance fees to fund expenses for the sale of the victims' timeshare properties, sales which never occurred. Through this conspiracy and scheme, defendants and their co-conspirators fraudulently obtained more than \$10,500,000 from timeshare owners, including Victim 1, located in the United States, Canada, and South America.

**D. MANNER AND MEANS OF THE CONSPIRACY:**

The manner and means by which the objective of the conspiracy was accomplished included, but was not limited to, the following:

1. Defendants and their co-conspirators operated a continuous fraudulent scheme under the business names Planet Travel and Newport International, among others, including but not limited to: Advance Travel INC, All American Real Estate, American International Investment

Group, Bear Claw Travel, Best Investment Services, Champion Properties, Closing Source LLC, Equity Closing Services Group, Global Offshore Services, NSC Holding, Peach Title, Sandia Title, Travel and Acquisitions, Travel Innovations, Travel Plus Acquisitions, Travel Right, and World Travelers, Inc. Defendants and their co-conspirators changed the names and locations of the scheme's businesses in order to disassociate the scheme from complaints made to consumer protection and law enforcement agencies and other entities and to evade detection and apprehension by law enforcement.

2. Using these business fronts, defendants and other co-conspirators engaged in a scam intended to deceive victims, including Victim 1, into believing that the businesses controlled by the defendants and their conspirators had obtained firm and binding offers from purchasers to buy the victim's timeshare interest.

3. Defendants and other conspirators would contact victims, including Victim 1, through unsolicited telemarketing calls, targeting victims whose timeshare properties have been listed for sale with other timeshare resale companies, or by "cold calling" the target victims. In contacting these victims, defendants and other conspirators often already had information about the victims' timeshare properties, such as properties names and locations, which they would use in their conversations with timeshare owners to foster the illusion that they were calling on behalf of a legitimate company.

4. The defendants and their conspirators would begin a typical telemarketing call by representing that they had a buyer for the victims' timeshare property. In many instances, conspirators would tell the victim that the purported buyer was willing to pay an amount of money that was near or above the victims' market and/or asking price.

5. After confirming that the victim was interested in proceeding with the sale, defendants and other conspirators would explain that the victim, including Victim 1, had to pay an upfront fee for the sale to proceed. In some instances, victims were told that this fee was required as an earnest money deposit to ensure that the victim committed to sell the timeshare property. In other instances, defendants and other conspirators represented that these fees were required to pay for various sale-related expenses, such as taxes, attorney's fees, closing costs, document processing fees, or title search fees (collectively "fees"). Regardless of the reason given, defendants and other conspirators reassured victims that the fees would be refunded at closing.

6. Defendants and other conspirators solicited primarily wire transfers for these fees from the victims, including Victim 1, who wired money in United States dollars from his/her account with Regions Bank beginning in 2017 to bank accounts in Mexico.

7. Believing that the defendants and conspirators had a buyer for their timeshare property and that the fees would be refunded at closing, many victims, including Victim 1, agreed to proceed with the sale. Defendants and conspirators would then forward a written contract for the victims to sign in order to verify the timeshare purchase.

8. Conspirators would then call by phone, mail, email, or fax the victims about the additional fees to be paid.

9. The representations made by the defendants and their conspirators were false and fraudulent and the offers on the victims' property were fictitious, the closing dates were nonexistent, and the purported purpose of the fees a pure invention by the telemarketer. The fees charged to the victims, including Victim 1, were not being used to facilitate the sale of the victims' time-share, but were being stolen to enrich the defendants and their conspirators and to pay for continuing expenses associated with the scam.

10. The defendants and their conspirators defrauded at least 55 victims from the United States and at least 40 of the U.S. victims were age 60 or above.

11. The sales practices of the defendants and their conspirators were false and misleading. The business fronts used by the defendants and their conspirators were also false and misleading.

12. In connection with the transactions described in this Indictment, the defendants and their conspirators engaged in a scheme involving deceit and trickery in order to gain an unfair and dishonest advantage over victims located in the Eastern District of Louisiana and elsewhere throughout the United States, Canada, and South America.

13. During the course of the scheme, which spanned from on or about January 1, 2016, and continuing through the date of this Indictment, defendants and their co-conspirators made and caused to be made interstate wire communications to customers to induce the victims to part with money and to lull victims into believing that their advanced fees would be recovered.

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

#### **NOTICE OF FORFEITURE**

1. The allegations of Count 1 are incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States.

2. As a result of the offense alleged in Count 1, the defendants, **MARTIN ALONSO ACEVES CUSTODIO**, a/k/a Robin Birmingham, a/k/a ALA (“ACEVES CUSTODIO”), **LIZA FLANERY FIERRO**, a/k/a LIE (“FLANERY FIERRO”), **CLAUDIA ELENA ANTILLON ZAHUITA**, a/k/a Julie Batista, a/k/a KLA (“ANTILLON ZAHUITA”), **SERGIO LEON KURI**, a/k/a LNK (“LEON KURI”), **JESUS ADRIAN LEDESMA BERNAL**, a/k/a JSS (“LEDESMA BERNAL”), and **JULIO CESAR RIVERA ROJAS**, a/k/a

**JCP (“ RIVERA ROJAS”)**, 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 real or personal which constitutes or is derived from proceeds traceable to said offense.

3. If any of the above-described property, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- 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 subdivided without difficulty;

the United States shall seek a money judgment and, pursuant to Title 21, United States Code, Section 853(p), forfeiture of any other property of the defendant up to the value of said property.

A TRUE BILL:



PETER G. STRASSER  
UNITED STATES ATTORNEY

A handwritten signature in black ink, appearing to read "Edward J. Rivera", written over a horizontal line.

EDWARD J. RIVERA  
Assistant United States Attorney

New Orleans, Louisiana  
October 3, 2019