

**SEALED**

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2015 FEB 19 PM 2:33

DEPUTY CLERK NT

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

ORIGINAL

UNITED STATES OF AMERICA

V.

MAX JOSEPH CHILSON (1)  
GUNNER DELL JENKINS (2)  
ANTONIO ENRIQUE MARTINEZ (3)  
RICHARD MENDEZ (4)  
VICTOR SANCHEZ (5)  
ANGELINA LABOY SMITH (6)  
HAROLD EUGENE SMITH (7)  
    also known as H. E. SMITH  
JONATHON EDWARD WARREN (8)

NO.

**8-15CR-065-L**

The Grand Jury charges:

INTRODUCTION

At all times material to this Indictment:

Terms

1. A "Boiler Room" refers to an operation or business that conducts an intensive telephone campaign and engages in high pressure sales to potential customers.
2. "Telemarketing" refers to a plan, program, or campaign that is conducted to induce the purchase of goods or services by the use of one or more interstate telephone calls initiated by a telemarketer. (16 CFR 310.2(dd))
3. A "telemarketer" is a person who participates in telemarketing through the use of the telephones.
4. "Closing costs" is a term used when real property is conveyed from the seller to the buyer through a real estate contract. The point in time at which the contract is

actually executed and the title to the property is conveyed to the buyer is known as the closing. It was common for a variety of cost associated with the transaction (above and beyond the price of the property itself) to be incurred by either the buyer or seller.

5. A “timeshare” is a form of ownership or right to the use of a property, or a term used to describe such properties. These properties are typically Resorts condominium units, in which multiple parties held rights to use the property, and each timeshare owner is allotted a period of time in which they may use the property. Timeshares are generally treated as real property and can be resold to another party.

6. A “merchant agreement” means a written contract between a merchant and an acquirer to honor or accept credit cards, or to transmit or process for payment credit card payments, for the purchase of goods or services or a charitable contribution. (16 CFR 310.2(t))

7. An “acquirer” means a business organization, financial institution, or an agent of a business organization or financial institution that has authority from an organization that operates or licenses a credit card system to authorize merchants to accept, transmit, or process payment by credit card through the credit card system for money, goods or services, or anything else of value. (16 CFR 310.2(a))

8. A “merchant account” is a type of bank account that allows businesses to accept payments by debit or credit cards. A merchant account is established under an agreement between an acceptor and a merchant bank for the settlement of the payment card transactions.

9. A "payment processor" is a company appointed by a merchant to handle credit card transactions for merchant acquiring banks.

Entities

10. JP Morgan Chase was an American multinational banking and financial services holding company, headquartered in New York City, New York. JP Morgan Chase was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation.

11. SunTrust Bank was a subsidiary of SunTrust Banks Corporation, headquartered in Atlanta, Georgia. SunTrust Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation.

12. Universal Processing Services of Wisconsin, LLC, also doing business as Newtek Merchant Solutions, ("Newtek") is a New York limited liability company with its principal place of business in Milwaukee, Wisconsin. Newtek was a registered agent of banks that were members of VISA USA, Inc. ("VISA") and MasterCard International, Inc. ("MasterCard") and was engaged in the business of marketing services to businesses that accept debit and credit cards as payment for goods and services.

13. HES Merchant Services, Inc. was a company incorporated by Harold Eugene Smith, also known as H. E. SMITH, and headquartered in Kissimmee, Florida. HES Merchant Services was an Independent Sales Agent for Newtek and assisted Newtek in soliciting prospective merchants to enter into merchant agreements and other merchant services offered by Newtek.

COUNT ONE

Conspiracy to Commit Mail Fraud, Wire Fraud, and Bank Fraud  
Telemarketing Fraud  
(18U.S.C. § 1349 (18 U.S.C. §§ 1341, 1343, and 1344) and § 2326)

1. The Grand Jury re-alleges and incorporates the Introduction to this Indictment.
2. Beginning at least in or about March 2009, and continuing to in or about March 2011, in the Dallas Division of the Northern District of Texas and elsewhere, the defendants, **Max Joseph Chilson, Gunner Dell Jenkins, Antonio Enrique Martinez, Richard Mendez, Victor Sanchez, Angelina Laboy Smith, Harold Eugene Smith, also known as H. E. SMITH, Jonathon Edward Warren** and others known and unknown to the Grand Jury did knowingly and willfully combine, conspire, confederate, and agree with each other, to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and for the purpose of executing the scheme and artifice to defraud, (1) mailed and caused to be mailed items through the United States Postal Service in violation of 18 U.S.C. § 1341; (2) transmitted and caused to be transmitted by means of wire communication in interstate or foreign commerce, any writings, signs, signals, pictures, and sounds in violation of 18 U.S.C. section 1343; and (3) presented and caused to be presented checks and wire transfers for payment to financial institutions, the deposits of which were then insured by the Federal Deposit Insurance Corporation in violation of 18 U.S.C. § 1344, and said scheme being in connection with the conduct of telemarketing that victimized ten or more persons over the age of 55.

Manner and Means of the Joint Scheme and Artifice to Defraud

3. The purpose of the joint scheme and artifice to defraud was to make unsolicited interstate telephone calls to owners of resort timeshare properties (herein referred to as the Targeted Timeshare Owners) and to induce them into paying fees associated with the bogus sale of their property.

4. It was part of the aforesaid joint scheme and artifice to defraud that the defendants, aided and abetted by each other and others known and unknown to the grand jury, directly and indirectly:

(a) Selected similar sounding names of legitimate, respected companies in various parts of the United State and incorporated in a similar name in the State of Florida to be used in the operation of their scheme;

(b) Opened bank accounts for the receipt of funds resulting from the scheme and used the funds to further the joint scheme and artifice to defraud;

(c) Entered into merchant account agreements and other financial service agreements to process and collect funds processed through credit card accounts that resulted from the scheme;

(d) Entered into agreements with Corporate Executive Centers and Commercial Mail Receiving Agencies to represent the physical addresses for the companies used by the defendants for the delivery of mail received from timeshare owners;

(e) Obtained names and telephone numbers of Targeted Timeshare Owners and used the information to solicit them;

- (f) Leased office space and obtained furniture, internet and email services and information technology equipment, for use in their telephone boiler room operations;
- (g) Composed scripted sales pitches, containing misrepresentations about the sale of timeshares, and directed telemarketers to use the scripts whenever making calls to the Targeted Timeshare Owners;
- (h) Hired and trained individuals to work as telemarketers to make unsolicited telephone calls to the Targeted Timeshare Owners in the United States and Canada, misrepresenting the existence of a buyer for their timeshare and soliciting money from the Targeted Timeshare Owners to facilitate the sale;
- (i) Solicited the Targeted Timeshare Owners to enter into agreements to sell their timeshare and pay for alleged "closing cost" with the Targeted Timeshare Owners' credit cards, personal checks, bank checks, or through electronic check conversion;
- (j) Instituted a bogus telephone verification process to make follow-up telephone calls to the Targeted Timeshare Owners to give them the false impression they were dealing with entities which would protect their money and property, and to trick them into making recorded statements that no sale had been promised by the telemarketers;
- (k) Used the United States mail, interstate fax, and emails to send and transmit documents to the Targeted Timeshare Owners involving a 90-day real estate listing service instead of the promised sale of their timeshare;
- (l) Caused the Targeted Timeshare Owners to send and deliver envelopes containing the signed agreements to addresses in the Northern District of Texas by the United States mail; and

(m) Caused the Targeted Timeshare Owners to send and deliver envelopes containing request for refunds, to addresses located in the Northern District of Texas by United States mail.

5. It was further part of the aforesaid joint scheme and artifice to defraud that defendants, aided and abetted by each other and others known and unknown to the grand jury, knowingly made and caused to be made false and fraudulent material representations, pretenses, and promises to the Targeted Timeshare Owners, including the following:

(a) The defendants' companies were global leader in connecting timeshares to buyers, sellers, and renters;

(b) The defendants' companies were full service timeshare resale companies and vacation rental agencies with over 30 years of experience in timeshares;

(c) The defendants would ensure the entire step by step process from proposal to closing and would display nothing but diligence until the buyer had a clear deed in their possession;

(d) The Targeted Timeshare Owners' complete satisfaction was the defendants' first priority;

(e) Bona fide buyers were interested in purchasing the Targeted Timeshare Owners' timeshare properties;

(f) The buyers' offers exceeded the value originally paid by the Targeted Timeshare Owners for their properties;

(g) The buyers had already paid money into an escrow account;

(h) The Targeted Timeshare Owners would get all the money in the escrow account if the sale fell through;

(i) The buyers had already been approved by the lender;

(j) The buyers were ready to close on the properties;

(k) The Targeted Timeshare Owners would receive all the funds from the purchase of their timeshare properties within 45 to 90 days; and

(l) The Targeted Timeshare Owners must pay a one-time fee to cover the title search and other closing cost associated with the sale before the sale could close.

6. It was further part of the aforesaid joint scheme and artifice to defraud that defendants, aided and abetted by each other and others known and unknown to the grand jury, knowingly made and caused to be made the following false and fraudulent material representations, pretenses, and promises to the Targeted Timeshare Owners, *after* obtaining their money, to lull the Targeted Timeshare Owners and cause them not to investigate the status of the transaction, not to request a charge back with their credit card company, and not to complain to law enforcement authorities:

(a) The defendants would market and advertise the Targeted Timeshare Owners' units in 90 Day increments;

(b) The defendants would forward all inquiries and offers directly to the Targeted Timeshare Owners;

(c) The Targeted Timeshare Owners were protected under established telemarketing laws and could cancel their contract with the defendants and request a refund by mailing written notification within (7) days after the contract was received.

(d) Resorts Condos Management represented that the Targeted Timeshare Owners' "complete satisfaction [was its] first priority" and directed the Targeted Timeshare Owners to communicate with the company by telephone or by addressing correspondence to 5605 N. MacArthur Blvd Suite 1100 Irving, Texas.

(e) Timeshare Goldline represented to Targeted Timeshare Owners that any cancelation of the contract must be done in writing and mailed to Timeshare Goldline at 1560 W. Beebe Capps Expy, Suite: C-140, Searcy, Arkansas.

(f) Delays in closing were due to discrepancies in the buyers' original financial documents and updated documents;

(g) Delays in closing were due buyers wanting lower interest rates;

(h) Delays in closing were due to buyers having credit problems;

(i) Delays in closing were due to foreclosures retarding the processing time; and

(j) The sale did not go through due to the buyer renegeing on the deal.

7. It was further part of the aforesaid joint scheme and artifice that the defendants, aided and abetted by each other and others known and unknown to the grand jury, used the United States mails, interstate wire facilities, and interstate courier services in executing and carrying out the aforesaid joint scheme and artifice.

Acts in Furtherance of the Joint Scheme and Artifice to Defraud

8. In furtherance of the joint scheme and artifice to defraud and in order to affect the objects thereof, the defendants and their coconspirators committed and caused to be committed the following acts beginning in 2009, among others, in the Northern District of Texas, and elsewhere:

(a) In or about March 2009, defendant Jonathon Edward Warren introduced defendant Harold Eugene Smith, also known as H. E. SMITH, to defendants Richard Mendez and Antonio Enrique Martinez. During the meeting, Mendez and Martinez enter into an agreement with Smith and his company HES Merchant Services to apply for a merchant account with Newtek. The agreement allowed Mendez and Martinez to process credit card sales through Smith and Newtek.

(b) On or about March 5, 2009, defendant Antonio Enrique Martinez incorporated JAMS Management of Central Florida, 6236 Kingspointe, Suite 7, Orlando, Florida, in the State of Florida.

(c) On or about March 6, 2009, defendant Richard Mendez opened a SunTrust Bank business checking account, #1000093532066, in the name JAMS Management of Central Florida using the Kingspointe address in Orlando, Florida.

(d) On or about April 24, 2009, defendant Jonathan Edward Warren entered into an agreement with defendants Antonio Enrique Martinez and Richard Mendez to provide telephone equipment and consulting services to set up and operate the Resorts Condos Management telemarketing boiler room. Between April 2009 and October 2010, Warren received consulting fees or a percentage of the boiler room sales from Resorts Condos Management, Timeshare Goldline, JAMS Management, and Vision Ventures, Inc.

(e) On or about May 4, 2009, defendant Richard Mendez entered into a lease agreement for office space located on Southland in Orlando, Florida, where he established a telephone boiler room under the name Resorts Condos Management.

(f) On or about May 14, 2009, defendant Richard Mendez entered into a virtual office and Mail Service agreement with Meridian Business Centers located at 320 Decker Drive, Suite 100, Irving, Texas 75062, in the name JAMS Management of Central Florida.

(g) In or about June 2009, defendant Richard Mendez entered into an agreement with unindicted coconspirator CE to operate a satellite boiler room under the name Timeshare Finance and Marketing, LLC., using the Resorts Condos buyer's sales pitch.

(h) On or about June 25, 2009, defendant Richard Mendez hired unindicted coconspirator EP to train newly hired telemarketers on how to make the Resorts Condos Management fraudulent sales pitch. EP also was responsible for handling credit card charge backs claimed by victims.

(i) On or about June 26, 2009, unindicted coconspirator CE entered into a lease agreement for office space located on S. Orange Blossom Trail in Orlando, Florida, and he established a telephone boiler room under the name Resorts Condos Management.

(j) On or about July 15, 2009, in the State of Florida, defendant Antonio Enrique Martinez, under the company name JAMS Management of Central Florida, Inc. registered the fictitious company name Resorts Condos Management, using the Meridian Business Centers address in Irving, Texas.

(k) On or about July 20, 2009, defendants Antonio Enrique Martinez, Richard Mendez, and Harold Eugene Smith, also known as H. E. SMITH, submitted a merchant account application for electronic payment processing to Newtek Business Services. The application was submitted to process credit card sales made under the company name

Resorts Condos Management using the Meridian Business Centers address in Irving, Texas. The application directed payments to SunTrust Bank account #1000093532066, under the name JAMS Management of Central Florida.

(l) On or about July 22, 2009, unindicted coconspirator CE incorporated Timeshare Finance and Marketing, LLC, in the State of Florida.

(m) On or about July 28, 2009, unindicted coconspirator DD, with the assistance of defendant Harold Eugene Smith, also known as H. E. SMITH, approved the application of Resorts Condos Management and authorized defendants Antonio Enrique Martinez and Richard Mendez to process Resort Condos Management credit card sales through Newtek merchant account #4988-9410-2600152.

(n) On or about August 4, 2009, defendants Antonio Enrique Martinez and Richard Mendez and incorporated Resorts Condos Management, Inc. in the State of Texas.

(o) On or about August 21, 2009, defendant Richard Mendez hired defendant Angelina Laboy Smith to supervise the telemarketers making the Resorts Condos Management and Timeshare Goldline fraudulent sales pitch. Angelina Laboy Smith received salary and commissions from Mendez until in or about May 2010.

(p) On or about August 31, 2009, defendant Richard Mendez entered into a lease agreement for office space on S.E. 2nd Ave in Miami, Florida, and entered into an agreement with defendant Victor Sanchez to establish a telephone boiler room under the name Resorts Condos Management and Timeshare Goldline. Sanchez continued to manage the boiler room for Mendez until in or about September 2010.

(q) On or about September 2, 2009, defendant Richard Mendez opened a SunTrust Bank business checking account, #1000100316164, in the name JAMS Management of Central Florida, d/b/a Resorts Condos Management.

(r) On or about September 9, 2009, defendants Antonio Enrique Martinez, Richard Mendez, and Harold Eugene Smith, also known as H. E. SMITH, submitted a merchant account application for electronic payment processing to Newtek Business Services.

The application was submitted to process credit card sales made under the company name Resorts Condos Management #2, using the Meridian Business Centers address in Irving, Texas. The application directed payments to SunTrust Bank account #1000100316164, under the name JAMS Management of Central Florida, d/b/a Resorts Condos Management.

(s) On or about September 9, 2009, defendants Antonio Enrique Martinez, Richard Mendez, Harold Eugene Smith, also known as H. E. SMITH, and unindicted coconspirator RS submitted a merchant account application for electronic payment processing to Newtek Business Services. The application was submitted to process credit card sales made under the company name Resorts Condos Management #6, using the Meridian Business Centers address in Irving, Texas. The application directed payments to SunTrust Bank account #1000100316164, under the name JAMS Management of Central Florida, d/b/a Resorts Condos Management.

(t) On or about September 15, 2009, unindicted coconspirator DD and defendant Harold Eugene Smith, also known as H. E. SMITH, approved the application of Resorts Condos Management and authorized defendants Antonio Enrique Martinez and Richard

Mendez to process Resort Condos Management #2 credit card sales through Newtek merchant account #4988-9410-2600186.

(u) On or about September 15, 2009, unindicted coconspirator DD and defendant Harold Eugene Smith, also known as H. E. SMITH, approved the application of Resorts Condos Management and authorized defendants Antonio Enrique Martinez, Richard Mendez and unindicted coconspirator RS to process Resort Condos Management #6 credit card sales through Newtek merchant account #4988-9410-2600178.

(v) On or about October 30, 2009, defendants Richard Mendez, Antonio Enrique Martinez and unindicted coconspirator EP entered into a virtual office agreement with Regus Management Group LLC, 5605 N. MacArthur Blvd, Suite 1100, Irving, Texas, and submitted Postal Service form 1583, Application for Delivery of Mail Through Agent, in the name Resorts Condos Management, Inc., using the JAMS Management address in Orlando, Florida.

(w) In or about November 2009, defendant Richard Mendez entered into an agreement with defendant Antonio Enrique Martinez to handle the administrative payroll for the Resorts Condos Management telemarketers.

(x) On or about December 8, 2009, unindicted coconspirator KW, through his company Registered Agents of America, Inc., incorporated Vision Ventures, Inc., in the State of Florida on behalf of defendants Antonio Enrique Martinez and Richard Mendez.

(y) On or about December 8, 2009, unindicted coconspirator KW, through his company Registered Agents of America, Inc., incorporated Timeshare Services Today,

: LLC, in the State of Florida on behalf of defendants Antonio Enrique Martinez and Richard Mendez.

(z) On or about December 10, 2009, defendant Gunner Dell Jenkins entered into a lease agreement for office space located on Lake Ellenor Drive in Orlando, Florida, under the name Vacation Equity Marketing, Inc. and he established a telephone boiler room under the name Timeshare Goldline.

(aa) On or before December 13, 2009, defendant Richard Mendez entered into an agreement with defendant Max Joseph Chilson to operate a telephone boiler room for Mendez under the name Maximum Properties. Chilson began making interstate telephone calls under the name Resorts Condos Management and Timeshare Goldline from offices located at 7 S. Magnolia Ave, Orlando, Florida, to timeshare owners in the Northern District of Texas and elsewhere in the operation of the scheme. From January 2010 through and including June 2010, Chilson and Maximum Properties received commissions from Vision Venture.

(bb) On or about December 14, 2009, defendant Richard Mendez entered into a lease agreement for office space at 8651 Commodity Circle, Orlando, Florida, and established a boiler room under the company name Resorts Condos Management and Timeshare Goldline.

9. In furtherance of the joint scheme and artifice to defraud and in order to affect the objects thereof, the defendants and their coconspirators committed and caused to be committed the following acts beginning in 2010, among others, in the Northern District of Texas, and elsewhere:

- (a) On or about January 1, 2010, defendants Antonio Enrique Martinez, Richard Mendez, Harold Eugene Smith, also known as H. E. SMITH, and unindicted coconspirator DD agreed to continue using Newtek merchant accounts #4988-9410-2600152 and #4988-9410-2600186 to process credit card sales using the name Timeshare Goldline.
- (b) On or about January 5, 2010, unindicted coconspirator KW, through his company Companies Incorporated, rented private mail box #C-140 at The UPS Store, 1560 W. Beebe Capps Expy, Searcy, Arkansas, and submitted Postal Service form 1583, Application for Delivery of Mail Through Agent, in the name Timeshare Goldline.
- (c) On or about January 12, 2010, defendant Richard Mendez opened a business checking account #1000098792459, at SunTrust Bank, in the name Vision Ventures, Inc., and used the account to receive funds from the victims of the scheme.
- (d) On or about January 15, 2010, defendant Richard Mendez ceased making outgoing telemarketing calls in the name of Resorts Condos Management and began using the name Timeshare Goldline.
- (e) On or about February 2, 2010, defendants Antonio Enrique Martinez, Richard Mendez, Harold Eugene Smith, also known as H. E. SMITH, and unindicted coconspirator DD agreed to continue using Newtek merchant account #4988-9410-26001780 to process credit card sales using the name Timeshare Goldline.
- (f) On or about February 10, 2010, defendant Gunner Dell Jenkins incorporated Interval Equity Marketing, Inc. in the State of Florida.

(g) On or about February 12, 2010, defendant Gunner Dell Jenkins opened a business checking account #1000109322379, at SunTrust Bank, in the name Interval Equity Marketing, Inc., and used the account to receive funds from the victims of the scheme.

(h) On or about February 26, 2010, defendant Gunner Dell Jenkins opened a business checking account #1000109322353, at SunTrust Bank, in the name Interval Equity Marketing, Inc., and used the account to receive funds from the victims of the scheme.

From February 2010 through and including April 2010, Jenkins and Interval Equity Marketing received commissions from Vision Ventures.

(i) On or about May 5, 2010, defendant Richard Mendez opened a business checking account #892170192, at JP Morgan Chase Bank, in the name Vision Ventures, Inc. dba Vacations and Resorts, 8651 Commodity Circle, Orlando, Florida, and used the account to receive funds from the victims of the scheme.

(j) On or about July 7, 2010, defendant Richard Mendez and unindicted coconspirator JA and JAMS Management of Central Florida, registered the fictitious company name Vacations And Resorts, 8651 Commodity Circle, Orlando, Florida, in the State of Florida.

(k) On or about July 7, 2010, defendant Richard Mendez entered into an agreement with unindicted coconspirator KW; to receive mail through a private mail box previously rented by KW in Atlanta, Georgia, in the name Vacations and Resorts. The mail box was used to receive payments and correspondence related to the fraudulent scheme.

(l) On or about July 9, 2010, defendant Richard Mendez had unindicted coconspirator AM incorporate Visionary Investments, LLC in the State of Florida.

(m) On or about September 21, 2010, defendant Richard Mendez, through unindicted coconspirator AM and Visionary Investments LLC, entered into a lease agreement with Magnolia Avenue Partners, LLC for office space at 23 ½ South Magnolia Avenue, Orlando, Florida, and began making fraudulent telemarketing calls under the name Timeshare Goldline.

10. The Grand Jury re-alleges and incorporates herein the allegations set forth in Counts Two through Ten as additional overt acts in furtherance of the conspiracy and joint artifice and scheme to defraud.

In violation of 18 U.S.C. § 1349 (§§ 1341, 1343, and 1344) and § 2326.

COUNTS TWO THROUGH FIVE  
Mail Fraud, Telemarketing Fraud, Aid and Abet  
(18 U.S.C. §§ 1341, 2326, and 2)

1. The Grand Jury re-alleges and incorporates the Introduction to this Indictment, and Count One of paragraphs 3 through 6.
2. On or about the dates indicated below, the exact dates being unknown to the Grand Jury, in the Dallas Division of the Northern District of Texas defendants, **Max Joseph Chilson, Gunner Dell Jenkins, Antonio Enrique Martinez, Richard Mendez, Victor Sanchez, Angelina Laboy Smith, Harold Eugene Smith, also known as H. E. SMITH, Jonathon Edward Warren**, having devised the scheme and artifice to defraud more fully described in paragraphs 3 through 6 of Count One, aided and abetted by each other and others known and unknown to the Grand Jury, for the purpose of executing and carrying on the aforesaid joint scheme and artifice to defraud, and to obtain money and property, did make materially false and fraudulent pretenses, representations and promises, and omit material facts, well knowing at the time that the pretenses, representations, omissions, and promises were false and fraudulent, and did knowingly cause to be delivered by the United States Postal Service, according to the directions thereon, envelopes to the below addressees, which envelopes contained forms, contracts and other correspondence as described in each count below, each such use of the mails constituting a separate count of this indictment, and said scheme being in connection with the conduct of telemarketing that victimized ten or more persons over the age of 55.

Count	Postmark Date	Addressee	Addressor	Description Of Item Mailed
2	03/15/2010	Resorts Condos Management 5605 N. MacArthur Blvd. Irving, Texas	SG, from SG's residence in McAllen, Texas	Letter requesting to cancel the contract and refund SG's credit card account in the amount of \$1,450.00
3	04/01/2010	NC, at NC's residence in Rockwall, Texas, in the Northern District of Texas	Timeshare Goldline 11024 Montgomery NE #160 Albuquerque, New Mexico	Blank Timeshare Goldline forms titled Owner's/Seller's Affidavit & Authorization to Release Information & Proof of Identification
4	08/05/2010	Resort Condos Mgmt 5606 MacArthur Blvd., Ste 1100, Irving, Texas	WD, from WD's residence in Aurora, Colorado	Letter requesting a refund to WD's credit card account in the amount of \$1,495.00
5	11/19/2010	Resorts Condos Management 5605 N. MacArthur Blvd. Irving, Texas	DD, from DD's residence in Dickson, Tennessee	Letter requesting a refund of \$2,500.00

Each in violation of 18 U.S.C. §§ 1341, 2326, and 2.

COUNT SIX

Mail Fraud, Telemarketing Fraud, Aid and Abet  
(18 U.S.C. §§ 1341, 2326, and 2)

1. The Grand Jury re-alleges and incorporates the Introduction to this Indictment, and Count One paragraphs 3 through 6.

2. On or about August 17, 2010, in the Dallas Division of the Northern District of Texas defendants, **Max Joseph Chilson, Gunner Dell Jenkins, Antonio Enrique Martinez, Richard Mendez, Victor Sanchez, Angelina Laboy Smith, Harold Eugene Smith, also known as H. E. SMITH, Jonathon Edward Warren**, having devised the scheme and artifice to defraud more fully described in paragraphs 3 through 6 of Count One, aided and abetted by each other and others known and unknown to the Grand Jury, for the purpose of executing and carrying on the aforesaid joint scheme and artifice to defraud, and to obtain money and property, did make materially false and fraudulent pretenses, representations and promises, and omit material facts, well knowing at the time that the pretenses, representations, promises, and omissions were false and fraudulent, and did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express Company, in interstate commerce an envelope containing correspondence from CB in Elgin, South Carolina, addressed to Resorts Condos Management, 5605 N. MacArthur Blvd, Ste 1100, Irving, Texas, and in said correspondence CB requested the escrow amount purportedly tendered by the buyer and a refund of the \$2,050.00 paid by CB, said scheme being in connection with the conduct of telemarketing that victimized ten or more persons over the age of 55.

In violation of 18 U.S.C. §§ 1341, 2326, and 2.

COUNTS SEVEN THROUGH EIGHT  
Wire Fraud, Telemarketing Fraud, Aid and Abet  
(18 U.S.C. §§ 1343, 2326, and 2)

1. The Grand Jury re-alleges and incorporates the Introduction to this Indictment, and Count One paragraphs 3 through 6.
2. On or about the dates indicated below, the exact dates being unknown to the Grand Jury, in the Northern District of Texas and elsewhere, defendants, **Max Joseph Chilson, Gunner Dell Jenkins, Antonio Enrique Martinez, Richard Mendez, Victor Sanchez, Angelina Laboy Smith, Harold Eugene Smith, also known as H. E. SMITH, Jonathon Edward Warren**, having devised the scheme and artifice to defraud more fully described in paragraphs 3 through 6 of Count One, aided and abetted by each other and others, for the purpose of carrying on the foresaid joint scheme and artifice and attempting to do so, did knowingly cause to be transmitted in interstate commerce, by means of wire and radio communications, certain writings, signs, signals, and sounds constituting a wire transfer of funds, money, and documents in and through the Northern District of Texas, from and on behalf of timeshare owners, as indicated below, to the Timeshare Goldline office and to the Timeshare Goldline merchant accounts maintained by Newtek, in payment of fees associated with the alleged sale of their timeshare property, each such use of interstate commerce constituting a separate count of this Indictment and said scheme being in connection with the conduct of telemarketing that victimized ten or more persons over the age of 55.

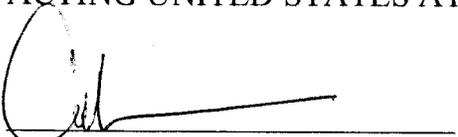
Count	Date	Timeshare Owner	Transaction
7	03/28/2010	RG of Hale, County Texas, in the Northern District of Texas	Fax transmission of Timeshare Marketing and Resale Agreement from a business in Hale County, Texas, to Timeshare Goldline in Orlando, Florida
8	04/09/2010	NC's office in Dallas, Texas, in the Northern District of Texas	Fax transmission of signed Owner's/Seller's Affidavit from NC's Office to Timeshare Goldline in Orlando, Florida

Each in violation of 18 U.S.C. §§ 1343, 2326, and 2.

A TRUE BILL:

  
FOREPERSON

JOHN R. PARKER  
ACTING UNITED STATES ATTORNEY

  
CANDINA S. HEATH  
Assistant United States Attorney  
Northern District of Texas  
State of Texas Bar No. 09347450  
1100 Commerce Street, 3rd Floor  
Dallas, Texas 75242  
office: 214.659.8600  
fax: 214.659.8805  
candina.heath@usdoj.gov

**SEALED**

Page ID: 28

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

THE UNITED STATES OF AMERICA

v.

**3-15 CR-065-L**

- MAX JOSEPH CHILSON (1)
- GUNNER DELL JENKINS (2)
- ANTONIO ENRIQUE MARTINEZ (3)
- RICHARD MENDEZ (4)
- VICTOR SANCHEZ (5)
- ANGELINA LABOY SMITH (6)
- HAROLD EUGENE SMITH (7)
- also known as H. E. Smith
- JONATHON EDWARD WARREN (8)

INDICTMENT

18 USC § 1349(18 U.S.C. §§1341, 1343, and 1344) and §2326  
Conspiracy to Commit Mail Fraud, Wire Fraud, and Bank Fraud and Telemarketing Fraud

18 U.S.C. §§ 1341, 2326, and 2  
Mail Fraud, Telemarketing Fraud, Aid and Abet

18 U.S.C. §§ 1343, 2326, and 2  
Wire Fraud, Telemarketing Fraud, Aid and Abet

8 Counts

A true bill rendered

DALLAS



FOREPERSON

Filed in open court this 19 day of February 2015

Clerk

Warrant to be Issued to MAX JOSEPH CHILSON, GUNNER DELL JENKINS,  
ANTONIO ENRIQUE MARTINEZ, RICHARD MENDEZ, VICTOR SANCHEZ,  
ANGELINA LABOY SMITH, HAROLD EUGENE SMITH (also known as H.E. Smith),  
JONATHON EDWARD WARREN

  
UNITED STATES DISTRICT/MAGISTRATE JUDGE

No Criminal matter pending