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FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

2018 FEB 14 PM 2:59  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 6:18-cr-27-M-37KRS  
18 U.S.C. § 1349

NAIF WEDAD NAZER

**INDICTMENT**

The Grand Jury charges:

**COUNT ONE**

**A. Introduction**

At times material to this Indictment:

1. A timeshare was a form of ownership or right to the use of a property, or a term used to describe such properties. These properties were typically resort or condominium units, in which multiple parties held rights to use the property, and timeshare owners were allotted a period of time in which they each could use the property. Timeshares were generally treated as real property and could be resold to another party.

2. Vacation Sellers Services, Inc. was a corporation that NAIF WEDAD NAZER registered with the Florida Department of State in or about February 2011. Vacation Sellers Services, Inc. received its mail—including checks it received from customers—at a mailbox that it rented at a commercial

receiving mail agency in Orange County, Florida, in the Middle District of Florida. NAIF WEDAD NAZER was the registered agent and president of Vacation Sellers Services, Inc., until he dissolved the corporation in or about August 2011.

3. U.S. Property Consultants, Inc. was a corporation that NAIF WEDAD NAZER registered with the Nevada Secretary of State in or about August 2011. NAIF WEDAD NAZER was the registered agent and president, secretary, treasurer, and director of U.S. Property Consultants, Inc., until he dissolved the corporation in or about February 2012.

4. Tricorp Property Solutions, Inc. was a corporation that NAIF WEDAD NAZER, through an agent, registered with the State of Delaware Secretary of State in or about January 2012. NAIF WEDAD NAZER was the president of U.S. Property Consultants, Inc., until he dissolved the corporation in or about July 2012.

5. Highpoint Consulting, Inc. was a corporation that NAIF WEDAD NAZER, through an agent, registered with the Nevada Secretary of State in or about May 2012. NAIF WEDAD NAZER was the president, secretary, treasurer, and director of Highpoint Consulting, Inc., until he dissolved the corporation in or about January 2013.

6. United Premier Global Solutions, Inc. was a corporation that NAIF WEDAD NAZER registered with the State of Texas Secretary of State in or about January 2013. NAIF WEDAD NAZER was the sole officer of United Premier Global Solutions, Inc., until he terminated the corporation in or about July 2013.

7. The Keycorp Group, Inc. was a corporation that NAIF WEDAD NAZER, through his agent Delaware Intercorp, Inc., registered with the State of Delaware Secretary of State in or about April 2013. NAIF WEDAD NAZER was sole director of The Keycorp Group, Inc., until he dissolved the corporation in or about July 2013.

8. Horizon Global Services, Inc. was a corporation that NAIF WEDAD NAZER registered with the Nevada Secretary of State in or about July 2013. NAIF WEDAD NAZER, under the pseudonym "Christopher Bailey," was the president, secretary, treasurer, and director of Horizon Global Services, Inc., until he dissolved the corporation in or about January 2014.

9. Regency Consulting Group, Inc. was a corporation that NAIF WEDAD NAZER registered with the Wyoming Secretary of State in or about February 2014. NAIF WEDAD NAZER, under the pseudonym "Paul Smith," was the president, secretary, treasurer, and director of Regency

Consulting Group, Inc., until he dissolved the corporation in or about August 2014.

10. Crescent Group Associates, Inc. was a corporation that was registered with the State of Delaware Secretary of State in or about August 2014.

11. Vacation Sellers Services, Inc., U.S. Property Consultants, Inc., Tricorp Property Solutions, Inc., Highpoint Consulting, Inc., United Premier Global Solutions, Inc., The Keycorp Group, Inc., Horizon Global Services, Inc., Regency Consulting Group, Inc., and Crescent Group Associates, Inc., (each a “Business,” and collectively the “Businesses”) all claimed to be involved in the business of facilitating the sale of timeshares by identifying buyers and coordinating the timeshare sale transaction.

12. Customer lead sheets were sheets that contained information about the timeshare and contact information for the timeshare owner.

13. Callers were employees who worked for the Businesses and used the customer lead sheets to call timeshare owners on the telephone and solicit from the timeshare owners an advance fee.

14. An advance fee was an up-front payment that the Businesses demanded from the timeshare owners, purportedly for services that the Businesses would provide in the future.

**B. The Conspiracy**

15. Beginning on an unknown date, but at least as early as in or about February 2011, and continuing through and including in or about February 2015, in the Middle District of Florida, and elsewhere, the defendant,

NAIF WEDAD NAZER,

did knowingly and willfully combine, conspire, confederate and agree with others, known and unknown to the Grand Jury, to commit certain offenses, to wit:

a. Mail fraud, by knowingly, willfully, and with intent to defraud devising, and intending to devise, a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing such scheme and artifice, placing in any post office and authorized depository for mail matter any matter and thing whatever to be sent and delivered by the United States Postal Service, and depositing and causing to be deposited any matter and thing whatever to be sent and delivered by any private and commercial interstate carrier, and taking and receiving therefrom, any such matter and thing, and knowingly causing to be delivered by mail and such carrier according to the direction thereon, and at the place at which it

was directed to be delivered by the person to whom it was addressed, any such matter and thing, in violation of 18 U.S.C. § 1341; and

b. Wire fraud, by knowingly, willfully, and with intent to defraud devising, and intending to devise, a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing such scheme and artifice, transmitting and causing to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, in violation of 18 U.S.C. § 1343.

**C. Manner and Means of the Conspiracy**

16. The manner and means by which the conspirators sought to accomplish the objects and purposes of the conspiracy included, among other things, the following:

17. It was part of the conspiracy that NAIF WEDAD NAZER founded, operated, and controlled each of the Businesses.

18. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did make unsolicited telephone calls to timeshare owners throughout the United States and would and did induce such timeshare

owners to pay advance fees in connection with the false sale of their timeshares when, in truth and in fact, the timeshares would never be sold and no services whatsoever were rendered for the advance fees that were paid.

19. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did cause each of the Businesses to be registered as a corporation by filing and causing the filing of articles of incorporation with state authorities in Florida, Wyoming, Nevada, Delaware, and Texas.

20. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did enter into leases for virtual office space to establish a location where each of the Businesses received its mail, including payments of advance fees from customers.

21. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did use mail-forwarding services in order to conceal his ownership of and participation in the Businesses.

22. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did establish a bank account for each of the Businesses, and would and did use the bank accounts to receive funds resulting from the conspiracy and to pay other conspirators known and unknown to the Grand Jury for their work in furtherance of the conspiracy.

23. It was a further part of the conspiracy that NAIF WEDAD

NAZER would and did recruit and train other conspirators known and unknown to the Grand Jury as callers for each of the Businesses.

24. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did obtain from data sources lead sheets that included timeshare owner information.

25. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did send, via interstate wire in the form of an email, lead sheets to the Businesses' callers so that they could call timeshare owners.

26. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did obtain money by contacting timeshare owners by telephone and email, and soliciting advance fees in connection with the sale of their timeshares, by means of false and fraudulent pretenses, representations, and promises that related to material facts, including, but not limited to, the following:

a. False claims by callers and employees of the Businesses that the Businesses would market for sale and facilitate the sale of the timeshares when, in truth and in fact, no one at the Businesses ever took steps to market or sell the timeshares;



b. False claims that, in some instances, there were buyers who were prepared to purchase the timeshares when, in truth and in fact, no such buyers existed;

c. False claims that, in some instances, a specific buyer was available to speak with the timeshare owner about his interest in purchasing a particular timeshare when, in truth and in fact, NAIF WEDAD NAZER recruited one of his callers to fraudulently pose as that buyer;

d. False claims that in exchange for the advance fee, the Businesses would perform specific tasks such as verify timeshare ownership, conduct a title search, and file closing paperwork when, in truth and in fact, the Businesses performed no such tasks; and

e. False claims that the Businesses would refund the advance fee if the timeshare was not sold within a prescribed period of time when, in truth and in fact, the Businesses would not, and had no intention to, issue any such refund.

27. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did provide a scripted sales pitch that contained some of the aforementioned false and fraudulent pretenses, representations, and promises, and would and did direct callers to use the scripts when making phone calls to timeshare owners.

28. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did cause a document entitled "Timeshare Resale Agreement" to be drafted and sent, via interstate wire in the form of an email, or via United States Postal mail, to timeshare owners.

29. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did cause a document entitled "Resale Services Agreement" to be drafted and sent, via interstate wire in the form of an email, or via United States Postal mail, to timeshare owners.

30. It was a further part of the conspiracy that the "Timeshare Resale Agreement" and "Resale Services Agreement" would and did include some of the aforementioned false and fraudulent pretenses, representations, and promises concerning the services that the Businesses purported to provide to the timeshare owner in exchange for an advance fee.

31. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did request that the timeshare owners pay their advance fees by (a) mailing a cashier's check or money order to the mailing address of the Business that the caller purported to represent; or (b) wire-transferring money

from the timeshare owner's bank account into the bank account of the Business.

32. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did deposit the checks and money orders that the timeshare owners sent to the Businesses, into the Businesses' respective bank accounts.

33. It was a further part of the conspiracy that NAIF WEDAD NAZER would and did pay callers of the Businesses using checks drawn from the Businesses' respective bank accounts.

34. It was a further part of the conspiracy that the conduct described above would and did cause numerous timeshare owners to be defrauded out of the advance fees that they paid to the Businesses.

35. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did all profit from the advance fees that the defrauded timeshare owners paid.

36. It was a further part of the conspiracy that NAIF WEDAD NAZER and other conspirators known and unknown to the Grand Jury would and did misrepresent, conceal, and hide, and cause to be

misrepresented, concealed, and hidden, acts done in furtherance of the conspiracy and the purpose of those acts.

All in violation of 18 U.S.C. § 1349.

**FORFEITURE**

1. The allegations contained in Count One of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

2. Upon conviction of a violation of 18 U.S.C. § 1349, the defendant shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

3. The property to be forfeited includes, but is not limited to, the following: an \$811,162.06 forfeiture money judgment, which represents the proceeds of the offense.

4. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;

- 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 divided without difficulty;

the United States shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

A TRUE BILL,

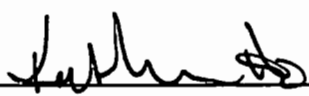
  
\_\_\_\_\_  
Foreperson

MARIA CHAPA LOPEZ  
United States Attorney

By:

  
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Emily C. L. Chang  
Assistant United States Attorney

By:

  
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Katherine M. Ho  
Assistant United States Attorney  
Chief, Orlando Division

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**UNITED STATES DISTRICT COURT**  
Middle District of Florida  
Orlando Division

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**THE UNITED STATES OF AMERICA**

**vs.**

**NAIF WEDAD NAZER**

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**INDICTMENT**

Violation:

18 U.S.C. § 1349

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A true bill,

\_\_\_\_\_  
Foreperson

Filed in open court this 14th day of February, 2018.

\_\_\_\_\_  
Clerk

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Bail \$ \_\_\_\_\_

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