

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES OF AMERICA

v.

KARI LYNN CASH (2)

CRIMINAL ACTION NO. 3:12-CR-318

FACTUAL RESUME

**Kari Lynn Cash (Cash)**, Defendant's attorney **Kimberly C. Priest Johnson**, and the United States of America (the Government) agree as follows:

ELEMENTS

1. In order for **Kari Lynn Cash** to be convicted at trial of a violation of 18 U.S.C. § 1349 (18 U.S.C. §§ 1341 and 1343), the Government would have to prove each of the following elements of the offense beyond a reasonable doubt:

First: **Cash** and at least one other person made an agreement to commit the offense of mail fraud and wire fraud as charged in Count One of the Indictment (see elements below); and

Second: **Cash** knew the unlawful purpose of the agreement and joined in it willfully, that is, with the intent to further the unlawful purpose.

2. The essential elements of a violation of 18 U.S.C. § 1341 are as follows:

First: The defendant knowingly created a scheme or artifice to defraud, that is, to obtain money or property by means of false or fraudulent pretenses, representations, or promises, as charged in Count One of the Indictment;

Second: The defendant acted with a specific intent to defraud;

Third: The defendant mailed items or caused another person to mail items through the United States Postal Service for the purpose of carrying out the scheme; and

Fourth: The scheme to defraud employed false material representations.

3. The essential elements of a violation of 18 U.S.C. § 1343 are as follows:

- First: The defendant knowingly created a scheme or artifice to defraud, that is, to obtain money or property by means of false or fraudulent pretenses, representations, or promises, as charged in Count One of the Indictment;
- Second: The defendant acted with a specific intent to defraud;
- Third: The defendant used interstate wire communications facilities or caused another person to use interstate wire communications facilities for the purpose of carrying out the scheme; and
- Fourth: The scheme to defraud employed false material representations.

**FACTS:**

4. Between November 2009 through the end of September 2010, **Cash** agreed with her coconspirators<sup>1</sup> Fabian Fleifel (Fleifel), Edmund Burke (Burke), Bradley James Gomez (Gomez), Rani Khoury (Khoury), Kevin Frater (Frater), Joseph Bud Ramos (Ramos), Amanda Nadine Rizkallah (Rizkallah), and other coconspirators<sup>2</sup> to engage in the criminal conduct described below, constituting violations of mail fraud and wire fraud. **Cash** knew of the unlawful purpose of the scheme and artifice to defraud, and knowingly participated therein.

5. During her participation in the conspiracy, **Cash** made some, and knew that some of her coconspirators made some, of the following material representations to timeshare owners:

- a. A bona fide buyer was interested in purchasing the timeshare owner's property;
- b. The buyer had already paid money into an escrow account;
- c. The timeshare owner would get all the money in the escrow if the sale fell through;
- d. The buyer's offer was more than the fair market value of the timeshare owner's property;
- e. The buyer was ready to close on the property;

<sup>1</sup> Once a coconspirator is identified, he or she will not be labeled again as a coconspirator. **Cash** has not included all the facts in this Factual Resume known to her about the conspiracy or about the conduct of her coconspirators.

<sup>2</sup> "Coconspirators," when referenced generally, includes two (2) or more unindicted or indicted coconspirators.

- f. The timeshare owner would receive all the funds from the purchase of the timeshare property within days;
- g. The timeshare owner must pay a one-time fee to cover the title search and other closing costs associated with the sale before the sale could close; and
- h. The timeshare owner would be refunded all the fees paid if the sale did not close within ninety (90) days.

6. **Cash** knew that the above false material representations were fraudulent because the coconspirators and their associated companies never had a "buyer" and therefore could not consummate the sale of the property as promised. The false representations were made to induce the victim timeshare owners into paying fees associated with the bogus sales of their properties. **Cash** knew that the coconspirators diverted the money received from the timeshare owners for their own purposes.

Vacations Direct USA, Inc.

7. **Cash** understands that the Government can prove that prior to **Cash's** participation in the conspiracy, Khoury and another person incorporated Vacations Direct USA, Inc. in Florida; Fleifel incorporated Vaca Direct USA, Inc. in Florida, and Khoury and Fleifel renewed the lease for Vacations Direct USA at 600 Rinehart Road, Lake Mary, Florida (Rinehart address). Vacations Direct USA and Vaca Direct USA were essentially the same company for the purposes of the scheme and artifice to defraud.

8. **Cash** believes that around the beginning of February 2009, Fleifel began working with Khoury at Vacations Direct USA/Vaca Direct USA. **Cash** believed that Fleifel owned and ran the company but understood that Fleifel and Khoury were business partners. **Cash** also believes that the profits of the company were equally split three (3) ways between Fleifel, Khoury, and Burke.

9. From approximately November 2009 through March 2010, **Cash** worked as a customer service representative for Vacations Direct USA/Vaca Direct USA at the Rinehart address pursuant to the demand of Fleifel. **Cash** worked in that position with CW. **Cash** received “training” for her position as a customer service representative from Rizkallah and AFG. Specifically, Rizkallah told **Cash** what to say to customers that called the customer service telephone line. **Cash** was thereafter directed by Fleifel in her duties at Vacations Direct USA/Vaca Direct USA.
10. Fleifel directed **Cash** and other coconspirators not to use their real names while working at Vacations Direct USA/Vaca Direct USA. Fleifel suggested a “fake name” for **Cash** to use, which was “Dylan McKay.” At the direction of Fleifel, **Cash** used the name “Dylan McKay” when interacting with customers at Vacations Direct USA/Vaca Direct USA. **Cash** knew that one of the “fake names” used by Fleifel was “Hiram.”
11. As customer service representatives for Vacations Direct USA/Vaca Direct USA, **Cash** and CW answered calls from customers, many of which included requests for refunds. **Cash** and CW passed some of the customers’ requests for refund on to Rizkallah, as directed by Rizkallah and Fleifel. **Cash** and CW also made material misrepresentations to the customers regarding the existence of a buyer or individuals interested in leasing or buying the timeshare property, or regarding problems associated with closing on the property, such as issues with the buyer’s down payment or the lending institution. These material representations were directed by Fleifel.
12. On or about January 27, 2010, at the request and direction of Fleifel, **Cash** co-signed for a merchant account with Meritus Payment Solutions, LP (Meritus) because Fleifel did not have sufficient credit. **Cash** understands now that the Meritus merchant account was used by Fleifel

and other coconspirators to process the fraudulently solicited funds received from the victim timeshare owners.

13. During the operations of Vacations Direct USA/Vaca Direct USA, **Cash** knew that Gomez, Frater, and Ramos, along with other coconspirators, were employed as telemarketers and that Gomez was the top “salesman” at the company, bringing in the highest number of fraudulently solicited funds. **Cash** knew that Fleifel, along with AG, supervised the telemarketers. **Cash** knew that Rizkallah and AG were employed as office managers in charge of contract processing, credit card processing, payroll, and recorded verifications. **Cash** believed that the company was under the direction of Fleifel.

14. **Cash** understands the Government can prove that between April 2009 and March 2010, Vacations Direct USA/Vaca Direct USA received in excess of \$4,320,600.00 from timeshare owners constituting the fraudulently solicited funds.

Resort Placement Services / Vacations Resources International

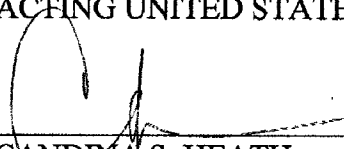
15. **Cash** understands the Government can prove that on or about June 15, 2010, Fleifel leased office space in Longwood, Florida, to be used for the Resort Placement Services Corp. (RPS) telephone boiler room. On or about June 16, 2010, Fleifel leased a “virtual office” for RPS, bearing a physical address of 1431 Greenway Drive, 8th Floor, Irving, Texas (Texas address), in the Northern District of Texas.

16. From June 2010 through the end of September 2010, **Cash**, at the direction of Fleifel, assisted Fleifel in processing the fraudulently solicited funds through Fleifel’s merchant account. At times when Fleifel directed **Cash** to process the fraudulently solicited funds, Fleifel would give **Cash** access to his merchant account and pin number to access Fleifel’s account.

17. During the operations of RPS and Vacations Resources International, **Cash** knew that Gomez, Frater, and Ramos, along with other coconspirators, were employed as telemarketers, RC was employed as a customer service representative, and RI was employed as a contract processor. **Cash** knew that Fleifel, herself, and other coconspirators processed funds for the companies through merchant processing service accounts and that Lister processed checks fraudulently solicited for the companies. **Cash** believed that the companies were under the direction of Fleifel.

18. **Cash** understands the Government can prove that Fleifel opened the following bank accounts: (a) business checking account at Wachovia Bank in Florida for CCS of Central Florida; (b) business checking account at Regions Bank for Vacations Resources International; (c) business checking account at Regions Bank for Resort Placement Services Corp.; and (d) business checking account at Bank of America for Consumer Rights Advocates LLC. **Cash** received at least one check from Fleifel written from each of those business checking accounts.


JOHN R. PARKER  
ACTING UNITED STATES ATTORNEY

  
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CANDINA S. HEATH  
Assistant United States Attorney  
Texas State Bar No. 09347450  
1100 Commerce Street, Third Floor  
Dallas, Texas 75242-1699  
Tel: 214.659.8600  
Fax: 214.767.2846  
candina.heath@usdoj.gov

7-8-2015  
Date

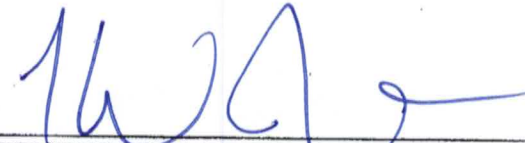
I have read (or had read to me) this Factual Resume and have carefully reviewed every part of it with my attorney. I fully understand it and swear that the facts contained herein are true and correct. I further represent that these facts do not constitute all the facts known to me, but simply are provided to support of the Plea Agreement.

Dated: July 9<sup>th</sup>, 2015

  
**KARI LYNN CASH**  
Defendant

I am the defendant's counsel. I have carefully reviewed every part of this Factual Resume with the defendant. To my knowledge and belief, my client's decision to execute this Factual Resume is an informed and voluntary one.

Dated: 7/9, 2015

  
**KIMBERLY C. PRIEST JOHNSON**  
Attorney of Record for Defendant