

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

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

2015 JUN 12 PM 3:19

ORIGINAL

UNITED STATES OF AMERICA

DEPUTY CLERK RAW

v.

NO. 3:12-CR-318-D

JOSEPH BUD RAMOS (8)

FACTUAL RESUME

Joseph Bud Ramos, the defendant's attorney Cynthia M. Barbare, and the United States of America (the government) agree as follows:

Elements:

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

First: **Ramos** 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: **Ramos** 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 February 2010 and at least September 2010, **Joseph Bud Ramos (Ramos)** agreed with his coconspirators¹ Rani Khoury (Khoury), Fabian Fleifel (Fleifel), and Edmund Burke (Burke), and other coconspirators² to engage in the criminal conduct below described, constituting violations of mail fraud and wire fraud. **Ramos** knew of the unlawful purpose of the scheme and artifice to defraud, and knowingly participated therein.

1 Once a coconspirator is identified, he or she will not be labeled again as a coconspirator.

2 "Coconspirators," when referenced generally, may include two or more unindicted or indicted coconspirators.

5. During his participation in the conspiracy, **Ramos** and his coconspirators made the following false material representations to timeshare owners, in furtherance of the scheme and artifice to defraud:

- 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;
- 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 90 days.

6. 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. **Ramos** and the coconspirators diverted the money received from the timeshare owners for their own purposes.

Vacations Direct USA, Inc.

7. **Ramos** understands that the government can prove that prior to **Ramos's** participation in the conspiracy, Khoury and another person incorporated Vacations Direct USA, Inc. in Florida; Fleifel incorporated Vaca Direct USA, in Florida, and Khoury and Fleifel renewed the lease for Vacations Direct, Inc. at 600 Rinehart Rd., Lake Mary, FL

(Rinehart address). Vacations Direct USA, Inc. and Vaca Direct USA were essentially the same company for the purposes of the scheme and artifice to defraud.

8. From approximately February 1, 2010 through the end of March 2010, **Ramos** worked as a telemarketer for Vacations Direct USA, Inc. at the Rinehart address. While working for Vacations Direct USA and at the direction of Khoury, Burke, and Fleifel, **Ramos** and other coconspirators made the above false material representations to timeshare owners and directed the timeshare owners to forward fraudulently solicited funds to Vacations Direct USA, Inc. Khoury processed the funds through his merchant processing service.

9. During March 2010, Vacations Direct USA received more than \$100,000.00 from timeshare owners constituting the funds fraudulently solicited by **Ramos** and his coconspirators pursuant to the scheme and artifice to defraud.

Vacation Realty International, Inc.

10. **Ramos** understands that the government can prove that prior to **Ramos's** participation in the conspiracy, Khoury, Burke, and coconspirator Amanda Nadine Rizkallah incorporated Vacation Realty International, Inc., in Florida, using an address in Altamonte Springs, Florida.

11. At the end of March 2010, **Ramos** left Vacations Direct USA and worked for approximately one month as a telemarketer for Vacation Realty International, Inc., first at the Altamonte Springs boiler room and later at the Rinehart boiler room.

12. While working for Vacation Realty International, Inc. and at the direction of Khoury and Burke, **Ramos** and his coconspirators made the above false material representations to timeshare owners and directed them to forward the fraudulently solicited funds to Vacation Realty International, Inc. Khoury processed the funds through his merchant processing service.

13. During in or about April 2010, Vacation Realty International, Inc. received more than \$135,000.00 from timeshare owners constituting the funds fraudulently solicited by **Ramos** and his coconspirators pursuant to the scheme and artifice to defraud.

International Timeshare Unlimited, Inc.

14. In or about April 2010, Ramos incorporated International Timeshares Unlimited, Inc. (ITU) in Florida. Between May 2010 and July 2010, **Ramos** operated ITU.

15. While operating and working at ITU, **Ramos** and his coconspirators made the above false material representations to timeshare owners and directed them to forward the fraudulently solicited funds to ITU. Either Fleifel or Lister processed the funds through their respective merchant processing service.

16. During June 2010 and July 2010, ITU received more than \$240,000.00 from timeshare owners constituting the funds fraudulently solicited by **Ramos** and his coconspirators pursuant to the scheme and artifice to defraud.

Resort Placement Services


17. On or about June 15, 2010, Fleifel leased office space in Longwood, Florida, to be used for the Resort Placement Services telephone boiler room. On or about June 16, 2010, Fleifel leased a “virtual office” for Resort Placement Services, bearing a physical address of 1431 Greenway Drive, 8th floor, Irving, Texas (Texas address), in the Northern District of Texas.
18. From the end of July 2010 through the end of September 2010, **Ramos** worked as a telemarketer for Resort Placement Services. While working for Resort Placement Services and at the direction of Fleifel, **Ramos** and other coconspirators made the above false material representations to timeshare owners and directed the timeshare owners to forward fraudulently solicited funds to Resort Placement Services. Khoury processed the funds through his merchant processing service.
19. During **Ramos**’s tenure at Resort Placement Services, **Ramos** and his coconspirators made the above false material representations to timeshare owners WR and TS, which induced WR and TS to send electronic checks to Resort Placement Service in the amounts of \$1,998.00 and \$2,120.00, respectively. **Ramos** and his coconspirators represented to WR and TS that Resort Placement Services was located at the Texas address. WR and TS sent letters to Resort Placement Services at the Texas address requesting refunds. The letters traveled through the United States Postal Service North

Texas Processing and Distribution Center in the Northern District of Texas. Neither WR nor TS received a refund.

20. From July 2010 through September 2010, Resort Placement Services received more than \$700,000.00 from timeshare owners constituting the funds fraudulently solicited by **Ramos** and his coconspirators pursuant to the scheme and artifice to defraud.


21. **Ramos** understands that as of December 2013, the government could readily prove that **Ramos** could reasonably foresee losses incurred by the victims during his participation in the conspiracy of more than \$1,000,000.00, but less than \$2,500,000.00. **Ramos** understands that as of December 2013, the government could readily prove that **Ramos** could reasonably foresee more than 250 victims during his participation in the conspiracy.

JOHN R. PARKER
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12-5-2014
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.

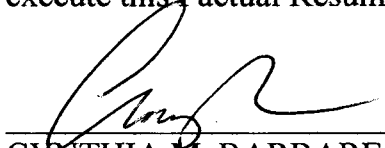


JOSEPH BUD RAMOS
Defendant

03/24/15

Date

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.



CYNTHIA M. BARBARE
Attorney for Defendant

06/10/15

Date