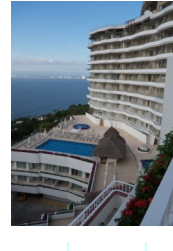


GRAND MIRAMAR RESORT SCAMS, PUERTO VALLARTA, JALISCO, MEXICO



WE WANT AN INVESTIGATION AND COMPENSATION

This site is for people who have been scammed at Grand Miramar in Puerto Vallarta, Jalisco, Mexico. As you read through the following case summaries you will note:

- **The scams have been occurring since 2010 when the resort was still under construction;**
- **The company has said that those who made excessive promises during negotiations exceeded their authority; however, while the people making those promises have changed, the promises have not;**
- **The company says that the contracts that are valid are the templates registered with the Mexican agency, Profeco; however, the Spanish templates and the ones in English, do not necessarily agree;**
- **The company consistently deflects liability to different non-existent shell companies, but the sales are made on company property involving people authorized by the company to negotiate on their behalf and the money is deposited to them.**

If money is exchanged as a result of a signed contract, but the agreement is not met, then the money should be returned. Thus far the company has been unwilling to do this. We intend to bring different timeshare owners together to explore alternatives and share information. We will explore the possibility of a class action and gaining collective assistance from Canadian and United States authorities.

These pages contain stories told in the first person, in their words. Our objective is to force Grand Miramar to be accountable through Mexican law, or through actions our governments may take. If you would like to add your story to this collection please send it to lloyd@hawkeyeassociates.ca

Lloyd's Case

In return for the sale of other timeshares for a guaranteed price and for the provision that unused weeks would be rented by the company covering maintenance fees, I bought a two bedroom Grand Miramar unit in 2010. The salesmen, Alain Patino and Remy Cocaj, presented themselves as representing the Grand Miramar resort. Prior to signing the agreement I also talked with John Montalvo who was introduced as the head of Grand Miramar accounting. All of this occurred on Grand Miramar property. The contract that was signed contained an addendum referencing the main contract but titled "High End Rentals." It was explained that was a division of Grand Miramar, and not a separate company; and no money was paid to "High End Rentals."

When, after three months, the sale of the older timeshares had not occurred, I again visited Grand Miramar. I was told that Patino, Cocaj and Montalvo no longer worked for the company and that I was a victim of fraud by them. The company refused to refund the money that had gone through their account (as confirmed by my credit card company). In subsequent years other employees of the company attempted new frauds that involved the sale of the timeshare property on the condition that projected maintenance fees be paid. The contract contained a "buy back" clause that could be invoked after five years. I attempted to invoke that clause in December, 2015 but received no reply from the company. I have never used the property.

Stephanie's Case

I am a victim of scam at Grand Miramar, PVR in 2014. I purchased 3 weeks from Richard Bounds, and Rudy and Edgar Morales. The sale price was the contingent that they sell 2 of my other timeshares. I paid in full right then. Then thru Diamond Management group I was to send an additional \$2500.00. Nothing happened.

I was in Puerto Vallarta in February, 2015, so I went down to GM to inquire what was going on. They told me that DM could not sell my properties and that I needed to purchase "bonus points" so that would be an incentive for the buyer(s). So I paid them another \$13,300.00. My original contract had a buy back clause that you could invoke after 1 year. I tried to use that option but they would not let me. Then, in August, 2015 I got the scam email that they wanted me to fly to Mexico at their expense because I was one of the people that got messed up with Diamond Management group and they needed to make good on that and get my buy-back contract going. I was told by Mr. Bounds and a company attorney that I had to pay an advance on the contract of \$2700.00. Then they drew the buy-back contract up for me to receive approx. 30,176.00 buy within 12 months. Then, in February 2016 I returned to Grand Miramar and was told that my contract had been sold and all I needed to do was pay a VAT 28.5% and IVA 16.0% on the sale price right then and there and that I would get my \$30,176.00 + the taxes back on the end of the deal. I told him to stuff it.

Skip's Case

I was sold a Grand Miramar timeshare by Martin Peterson who shortly after no longer worked with company. In addition to the standard contract, I was offered a number of verbal promises including airport transportation whenever I arrived or departed, use of a Jeep during my stay and rental of my unit through a separate, affiliated company. I was also sold a separate contract with a company called Luxury Vallarta to rent my unit and the added three weeks of options. These promises were never fulfilled but at least Grand Miramar refunded the \$699 I paid Luxury Vallarta.

For me, the biggest issue is their refusal to honor subsequent compensation for mistreatment. They gave me a certificate for an extra week without charge but when I tried to use it while at the premises, the general manager at the time refused to honor it claiming that it was not his signature but that of the previous general manager who no longer worked for the company. What I really want is to sell this either back to them or to someone else and be done with all the hassle every year.

Lloyd and Diane

Our complaint is against the Grand Miramar, Legacy Centurion, and GM Private residence all under Guindi Management S.A. DE C.V. In 2014 we bought a time share with a buy back agreement. We exercised the buy back agreement after 1 year but it was going very slow. In May of 2015 they offered to fly us down to rectify the situation. We met with Richard Bounds the sales manager and Vivienne Lewis the company attorney. They said we would meet the owner, but that did not happen. They said they would honour our agreements and gave us new buy back agreements notarized by the attorney. Then they said they would buy our Grand Luxxe spa agreements if we joined The Legacy Centurion Program. Under the contract they gave us and notarized by the Attorney again, they would pay us \$372000 US for our weeks. We paid \$36,990 US to join the Legacy Centurion Program. They gave us 2 post dated cheques from Guindi Management for \$31,620.00 US each with the remainder of the money to be sent by wire transfer to US when the process was complete to take over our Grand Luxxe Spa contracts. When we presented the post dated cheques to our banks they both came back non negotiable. When we confronted them they said we had to pay the Mexican IVA Tax on the sale of our contracts and the buy back agreements. This amounted to \$ 72960 US. By this time we were talking to a lawyer in Mexico and he told us the Mexican Government does not collect tax on time share resales. We refused to pay the tax in spite of the dire warnings of Richard Bounds saying the Mexican Government would charge us 4.5% interest per month on the total amount. They never paid any of the money they said they would under the 3 contracts we had with them. We lost our Grand Luxxe contracts which they said they sold and also said they sold the 2 contracts we had at Grand Miramar. Also we were told the company Lawyer Vivienne Lewis's notarizing stamp was a fake and probably did not have authority to practice in Mexico. We believe Bounds and Lewis are still working for Guindi Management

Keith and Joy

John Montalvo, who identified himself as a high level manager at Grand Miramar, wrote a contract for us in December, 2010 at the premises of Grand Miramar, and printed it on their printers. The contract was between High End Rentals (who was represented as the business partner of Grand Miramar) and ourselves to sell our existing timeshares so that we could purchase a Grand Miramar timeshare. He told us that Grand Miramar guaranteed this contract. This turned out to be a scam and resulted in our financial loss.

We initially opened a case against Grand Miramar with Profeco and simultaneously worked through our son, who is our attorney, who informed Luis Rodriguez, Grand Miramar's verification loan officer and Marketing Manager, about the scam. Luis Rodriguez and the Grand Miramar attorney agreed to at least partially compensate us. This agreement included ten certificates entitling us to stay at Grand Miramar in 2 or 3 bedroom units with meals for two people for one week at no charge and meal and spa discounts for all weeks. The weeks were supposed to have no expiration dates. We received these ten certificates and the addendum, signed and dated, by special delivery.

Shortly after this agreement was reached, Profeco contacted us to offer \$3000 partial payment from Grand Miramar, through their attorney. We also agreed to this. Grand Miramar's attorney then asked for ridiculous documentation from our bank, insisting that the bank must have reimbursed us for our loss. We provided proof that the bank had not done so. Time went by and nothing happened, except Grand Miramar's failure to attend scheduled meetings with Profeco. Finally, their attorney reneged on the \$3000 offer. Further, Grand Miramar did not honor the 10 certificate weeks when we attempted to use them. Again we filed a complaint with Profeco against Grand Miramar, who refused to honor the original agreement which had been negotiated by their attorneys. This time Grand Miramar offered ten weeks with very unacceptable conditions, including expiration dates and high maintenance fees, with none of the perks included in the original agreement. In conclusion, we had three separate agreements with Grand Miramar and they defaulted on each one.

Ed and Marion

We purchased a 1 Bedroom Suite in November, 2012 and paid for it in January 2013. We tried to get our money back after Grand Miramar failed to honour the original agreement. This is our story.

We initially paid \$22,005.95 CDN, and they were to sell 3 other timeshares we owned within 90 days through a branch or affiliate of Grand Miramar called Diamond Management. Since they failed to honour this agreement, we never used the property attempting to settle the contract first. We ended up paying out around \$16,000. through a Bank Wire months later to pay taxes to move one property they promised to sell then there was a request for bigger amounts on the other two timeshares. We said we were not paying out any more money and decided to accept our losses and move on.

Then, this past May, 2016, David Gaxiola and Richard Bounds (who sold us our original contract for Grand Miramar) contacted us offering us an all expenses paid trip to Guadalajara for 4 days to get our monies back! Following this presentation, we accepted and believed everything Richard told us. We paid off liens/taxes on the property for resale and Raul Ganzales of D & D Woodward Management completed the contracts to close the sale in 90 days! We charged our credit cards \$18,000.00 (USD) and when we came back home had to send another \$22450.00 to clear the balance and purchase points for the property! Then we paid another \$2500.00 to D & D Woodward Management for fast closing. The 90 days were up by end of September and they said they needed IVA Taxes of \$15755. Then they said they needed pre-payment of a Capital Gains Tax in November for \$11808. and finally \$2000 for maintenance. We agreed to all this as we were to receive by December 5, 2016 the original amount plus all the subsequent amounts now totaling \$125,952.USD. by December 5, 2016. No one answers our emails now. We complained to our credit card company and were able to receive some of our money back through them, but we are still out of pocket 98,400USD.

Robert and Carmen

In October, 2013 we bought 20 weeks at the Grand Miramar Private Residency with a buy-back agreement for \$45,645.00. They also guaranteed the resale of two of our other vacation properties within 180 days for a fee of \$2,500 which was suppose to be handled through their management group called Diamond Management. The resale agreement was never completed although the contract agreement said the resale would be completed within 180 days, and we never received our \$2,500.00 back. The management company was also supposed to rent out some of our weeks. This also never happened.

In December of 2014 we stayed at The Grand Miramar and spoke with Richard Bounds regarding our complaints and wanting to downsize. Bounds guaranteed that if we bought a new contract for 4 weeks with a guaranteed buy-back agreement for \$55,108.00 he would sell our other vacation properties for \$107,440.00 but this cost us another \$2,500. Once again this never happened.

In 2016 we decided to exercise our guaranteed buy-back. We got a call back from Shantelle Lee informing us that we will be dealing with a new company called The Legacy Centurion to get everything straightened out. They offered to fly us down to Guadalajara, Mexico and stay for 5 days on their expense to complete the buy-backs. When we were in the office of the Legacy Centurion on 06/14/2016 Richard Bounds told us we had to pay a lien on the property for \$16,612.50 and a IVA tax for \$9,699.50. The buy-back was suppose to be completed by 6 months from the signing of the latest buy-back agreement. We have e-mails and called numerous times with absolutely no results.

Finally, in January 2017 we received a reimbursement guarantee letter from George Gestelum in the accounting department of Legacy Centurion stating our properties had been liquidated and that the funds would be deposited into our account within 5 days. This did not happen. Now Grand Miramar won't acknowledge our contracts and won't let us book anything.

Karin's Story

In 2014 I went on vacation to a beautiful hotel in Puerto Vallarta called Grand Miramar overlooking the Bay of Banderas. I attended a sales presentation and after many hours, purchased a timeshare with them. They agreed to purchase my existing Grand Luxxe timeshare contract through another company called DMG (Diamond Management Group) and this amount was put down as a partial payment for the Grand Miramar timeshare. I had a buy-back addendum in this contract which meant I could sell back my timeshare in the future.

I cancelled within the allowed time but the Grand Miramar refused to honour it. So I made a claim with my credit card company (Mastercard). After 18 months of investigation, Mastercard notified me I lost my claim, stating Grand Miramar showed them a 2nd contract I signed months later. I never saw this 2nd contract even though I asked Mastercard to show it to me. I advised Mastercard this was a forgery as I never went there again and never signed another contract. Mastercard said they could not help me and suggested I go to the police. Now I had a huge credit card bill and I didn't have a timeshare either as the contract was not paid in full. My Grand Luxxe contract seemed to be intact.

In 2016 a 3rd party called The Timeshare Association, contacted me saying they wanted to discuss the Grand Miramar contract and would pay for my airfare and hotel to go to Guadalajara. This company was working with Grand Miramar and another company called the Legacy Centurion. I was told "Legacy Centurion" is the company representing the Grand Miramar developer, and the developer had run out of inventory and wished to buy back my timeshare contract and pay me the agreed sum in return. These people had a lawyer by the name of Vivienne Lewis who would ensure all the papers and transactions were taken care of correctly and legally. The company representative for Grand Miramar and Legacy Centurion was Richard Bounds. Richard had sold me the original Grand Miramar contract in 2014 in the sales office.

I visited with Richard Bounds and Vivienne Lewis in Guadalajara Mexico on April 26, 2016. The buyback offer they presented required that I first finish paying off the Grand Miramar contract, or lose my Grand Luxxe contract. They claimed DMG had a lien on my Grand Luxxe contract and would be moving forward with liquidation in the next few days if I did not move ahead with the buy-back offer and new agreement. I had been in their offices for 6 hours and I was reluctant to sign feeling these people were not to be trusted. But, ultimately, this was the reason I moved forward with the buy-back. I had invested too much money in my Grand Luxxe contract to also lose that. Vivienne Lewis assured me repeatedly this was all legal and breaking the law in Mexico meant serious jail time and nobody wanted to spend time in Mexican jails. Some months later, I was given a reimbursement guarantee letter from George Gestelum in the accounting department of Legacy Centurion, stating my Grand Miramar contract had been liquidated and that the funds would be deposited into my account within 5 days, if only I paid some additional tax or fees. Again, Vivienne Lewis assured me this was all legal and I would receive my funds.

I paid \$37,190 for the Grand Miramar timeshare and I also paid an additional \$17,431.97 in additional fees in order to get the buy-back money sent to me. But I never received any buy-back money. When I contact Grand Miramar/Legacy Centurion by phone, they say my contract has been cancelled, but when I state they forgot to pay me first, they hang up on me and so I cannot speak with anyone there. I tried emailing them, as well as Vivienne Lewis and Richard Bounds, and Robert Kroll, from The Timeshare Association. They do not respond, apparently having disappeared since receiving thousands of dollars from me.

Shirley's Case

In November, 2014, I was convinced to purchase at Grand Miramar by the promise of sale of my Mayan Palace time share contracts through Diamond Management, an annual \$2000 travel credit, and a guaranteed buy-back program. The sale of my existing contracts did not happen, the web site I was to access the travel credit disappeared, and my inquiries regarding the guaranteed buy-back have been ignored.