



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 timeshare property on the condition that projected maintenance fees be paid. The contract contained a "buy back"

company). In subsequent years other employees of the company attempted new frauds that involved the sale of the 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 buyback contract up for me to receive approx. 30,176.00 back 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 notorized 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 notorizing 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 Rodruguez, Grand Miramar's verification loan officer and Marketing Manager, about the scam. Liuis Rodreguez 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

We purchased a 1 Bedroom Suite in November, 2012 and paid for it in January 2013. We tried to get our money

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

agreements with Grand Miramar and they defaulted on each one.

back after Grand Miramar failed to honour the original agreement. This is our story.

Ed and Marion

Robert and Carmen

seemed to be intact.

Shirley's Case

Daryl and Terri

Fee" to sell it again.

Casa la Loma 271

Gord's Story

Colonia La Floresta Ajijic

Guadalarja and Mexico City as well as the Miramar.

almost sounded legit. Anyways, I declined.

Profeco that seems to be going nowhere.

Pat and Barbara

Joe and Elaine

guaranteed.

out some of our weeks. This also never happened.

\$2,500. Once again this never happened.

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.

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

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 buyback agreement for \$55,108.00 he would sell our other vacation properties for \$107,440.00 but this cost us another

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

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

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

We bought a timeshare for Grand Miramar through Richard at Legacy Centurian a couple years ago for about \$10,000 with the understanding that they would sell one at Lake Tahoe. Of course, they would not answer their phones for the three months that they were supposed to be selling ours. When we next vacationed at the Grand Miramar, they said they they contacted us and did not get back to them, so it would cost another \$2500 "Closing

The latest scam was we traded our Miramar timeshare week for one at Casa la Loma near Guadalajara. We paid

We could not find the property. We did stop at a property with that address, but a man said that the property belonged to him and he had never heard of Casa la Loma. (I think he is part of the scam since the picture on the Casa la Loma web page looked like his home and the property across the street was unique with moorish spires.) I called Grand Miramar and asked them to forward me to the Legacy Centurian office at the hotel and he said that

Please let me know if you find out any information about this. When we bought, they said that they had a place in

Our story is quite similar to all the others. Bought a timeshare Feb 2016 at the Grand Miramar through Legacy Centurion for \$8000 (One bedroom suite). Richard Bounds was the sales guy. Tried to get our money back once we

got home after reading so many scam stories. My credit card put a stop payment and reimbursed my money. Legacy Centurion proceeded to fraudulently forge a new contract for about the same amount to my credit card. I

called my credit card company and they immediately canceled the second payment. Unfortunately after

disappeared, and my inquiries regarding the guaranteed buy-back have been ignored.

\$520 for the annual Credits activation, but when we arrived in Ajijic where the address was:

they were closed until mid-October and had no number to call. We were scammed again.

disappeared since receiving thousands of dollars from me.

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

investigating the matter, my credit card company was sent documentation from Legacy Centurion (LC) that proved my initial purchase which was not canceled within the 5 day cancellation period, so was unable to reimburse me the original \$8000. Anyways, we did book through LC for a one week stay last March 2017. Once there they tried to get us to go to another presentation for an update along with \$400 of in house credits. We said screw off! Enjoyed our stay with no hassles after that. Then last September, we tried to book through LC again and found that the their website was being updated and would not be available until October. Went back in October to the site and the domain was gone for forever. Tried to phone LC, but no answer. Left messages. No return calls. Kept phoning until the number was no longer in service. I called Grand Miramar and all they did was refer me to LC phone numbers and email addresses. Pretty much accepted that this is a lesson learned and took the loss. Low and behold a month ago we get a call from a Broker, Independent Consultants out of Chicago. Three different clowns saying they have buyers for my Grand Miramar for \$32500. All I needed to do is send them my contract for proof and sign a legal document, oh and 8% Commission Fee. I told these clowns to go get stuffed. They continue

to harass me almost daily. I think after today they might quit calling. However, coincidently, I get another call from a Vincent guy from a different company that was well versed and actually sounded intelligent. Same story, but it

We started with them in 2012 and upgraded to their new program in 2014 with guarantees of a "Buy Back" and \$1000 cash rewards along with false promises to sell our previously owned timeshares. Overall we have lost more than \$30,000 and they also fraudulently charged our credit card six months after we returned home from meeting with them again in 2016- which we managed to recover from our bank. At this point they will not answer our emails and they put any phone calls from us on hold, followed by a disconnect. We have an ongoing case with

We purchased a 1-bedroom Master Suite for 2 weeks/year on 22 May 2014 from the Grand Miramar Resort and Spa for \$25,321. There also were written guarantees to rent our units to offset the cost of the investment, sell our 2 other timeshares, and to provide \$4,000/year in "Rewards Cash" for 20 years. When these guarantees were never met, and no Rewards Cash was ever available, we asked Grand Miramar to buy back our contract, as was also

In July 2016 we met Mr. Richard Bounds, the original Grand Miramar salesman, now with Legacy Centurion in Guadalajara. He said we needed to repay Diamond Management \$10,590 they had "given" us as down payment on the other timeshares they never sold. We reluctantly paid this additional amount in order to have the liens removed on our Sheraton Buganvilias and Grand Luxxe properties. Mr. Bounds also said that we would need to pay a VAT of \$8,568 and Capital Gains Tax of \$14,994. We made a down payment on the total (\$23,562), and paid the rest via wire transfer on 28 July 2016. Mr. Bounds then notified us that the total could not be wired to us until a Luxury Tax of \$2,677 was paid. When paid, the full amount of \$79,787 would be wired to us immediately. We made the payment via wire transfer on 28 October 2016. Legacy Centurion sent us a signed guarantee that this payment would be made stating that the "Reimbursement Guarantee Letter" dated October 20, 2016, serves as legally binding, and may be used accordingly in a Court of Law. We have not received any money. Legacy Centurion

We filed our complaint with PROFECO on 28 November 2016. On 12 April we were notified that the first

MANAGEMENT, S.A. DE C.V. / ROYAL LOOKWOOD MANAGEMENT, S.A. DE C.V. was set for 8 May 2017. PROFECO stated that they had tried to contact via phone at an old out-of-service phone number (despite us

attendance. Basically, the other side argued that they didn't owe any money and we argued that we had a signed

settlement hearing for our case against GRAND MIRAMAR/ LEGACY CENTURION/ GUINDI

having sent numerous email with the current number), and they had scheduled a 2nd hearing for 15 June 2017. PROFECO allows for 3 hearings that can each be postponed up to 3 times. We never had to be in

claims to have sent the funds, but have not provided a tracking number or bank records.

are not going to after reading all the complaints on line.

England in the amount of \$3,105.00 CAD.

Reno and Philippa

of a lack of funds.

Promisory Note saying they did. After the 3rd hearing, PROFECO asked if we would agree to arbitration. We said, "Yes," in spite of feeling we were completely in the right. The other side said, "No." I figured that meant they owed the money. What it meant was the end of the process. PROFECO is not a law-enforcement entity. Philip and Eleanor We have been defrauded by the Gilded Rose Royal Program by Grand Miramar in Puerto Vallarta. We entered a "contract" with them on March 17, 2017 at which time we paid them \$14,550.00 USD. We were promised a buy back of \$23,940.00 USD. I have been e-mailing them almost everyday since the end of June. They advised that the reason the money had not been sent by the end of June as promised was that we owed them \$3,000.00 USD as an activation fee which we were told at the time of signing would be covered by them. We did not send the money but I continued e-mailing them. At the beginning of December, 2017 we were contacted by a fellow by the name of Michael Adams who claimed he was a consultant from Minneapolis that was hired by a lawyer from Mexico by the name of Arias Bufete. The situation as explained to us was that the owner of the hotel had no knowledge of what was happening. These people just moved into his hotel and took over the computer system and was scamming people. We were told that the owner wanted to make things right. We were then asked for \$2,328.00 USD for closing costs which would be refunded. Unfortunately I wired them that amount of money. We are now told that the \$320,682.00 MXN is sitting in a bank in Mexico but that the Ministry of Finance has put a hold on that money until we pay the taxes. We

We went to a Hotel Grand Miramar Presentation on March 23, 2015 - we were met with a Salesman Javier

Martinez Larios. During the presentation we were told they would sell our Timeshare at the Grand Luxxe (2 weeks in a 2 Bedroom) for \$165,600.00 U.S. We received an advance payment of \$24,820.00 U.S. and we would receive a balance of \$140,760.00 U.S. within 180 days after activation of contract. We put the \$24,820.00 we received on the purchase of a one bedroom, Master Suite, Platinum at the Grand Miramar- total amount paid on March 23, 2015 was \$51,858.00 U.S. When we returned home we had to wire an activation fee to Citibank NA London,

We never heard a word from the Grand Miramar and, of course, never received our \$140,760.00 U.S. for the sale of our Grand Luxxe. We returned to Puerto Vallarta in February, 2016 and went to Grand Miramar and met with Richard Bounds, top Salesman, on March 2, 2016. Richard stated that the contract could not go through but he offered us a "Buy-Back Agreement" – Contract PRC-GM00687 - but we would have to pay back the \$24,820.00. Our contract would then be free and clear and he offered us a scheduled payment of \$81,940.00 U.S. We paid the \$24,820.00 and when it came time for our scheduled payment they stated we had to pay a 5% Luxury Tax of \$3,165.00 U.S. Foolishly we did wire this. When it was time to receive this amount of money they said we had to

pay another tax -12% Acquisition Tax in the amount of \$7,597.20 U.S. - which we have refused to pay.

On Friday, November 18 we received an e-mail from Miranda Slater, Senior Account Manager at Legacy

made the payment and it has been my error I apologize in advance."

Centurion who stated "This email is in regards to your Buy Back Agreement. Your Agreement has been ready to liquidate for some time now. Your failure to pay the outstanding taxes due will result in the closing of your account with us... Please advise as to how you wish to move forward. If I do not get a response by November 25th, 2016 I will be closing your account due to non-payment of taxes. This will forfeit your Buy Back

Agreement and render it null and void. We will not at the time be issuing any Buy Back for you. If you have

Mr. Robertson, Grand Miramar, Legacy Centurion has to be stopped we are out over \$100,000.00 CAD – it is not right that these people are getting away with this. We just want OUR money back. We are both senior citizens and really enjoy coming to Mexico in the Winter months – unfortunately, we are no longer able to come back because