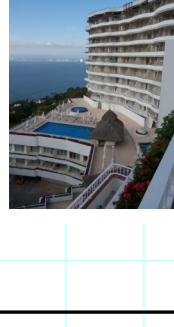


# GRAND MIRAMAR RESORT SCAMS, PUERTO VALLARTA, JALISCO, MEXICO



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](mailto: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 this 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 1 was 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. 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 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 with 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 his Rodriguez, 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 all expenses paid trip to Guadalajara for 4 days to get our money 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 to close 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 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 98,400 USD.

## 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 mortgage 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 anything. 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 3<sup>rd</sup> 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 lawyer 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 developer 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.

## Daryl and Terri

We bought a timeshare for Grand Miramar through Richard at Legacy Centurion 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 contacted us and did not get back to them, so it would cost another \$2500 "Closing Fee" to sell it again.

The latest scam was we traded our Miramar timeshare week for one at Casa La Loma near Guadalajara. We paid \$520 for the annual Credits activation, but when we arrived in Ajijic where the address was:  
Casa la Loma 271  
Colonia La Floresta Ajijic

We never heard of 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 Centurion office at the hotel and he said that they were closed until mid-October and had no number to call. We were scammed again.

Please let me know if you find out any information about this. When we bought, they said that they had a place in Guadalajara and Mexico City as well as the Miramar.

## Gord's Story

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 force 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 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. Anyway, 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 it 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 fore ever. Tried to phone LC, but was 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, coincidentally, I get another call from a Vincent guy from a different company that was well versed and actually sounded intelligent. Same story, but it almost sounded legit. Anyway, I declined.

## Pat and Barbara

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 Profeco that seems to be going nowhere.

## Joe and Elaine

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 guaranteed.

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

We filed our complaint with PROFECO on 28 November 2016. On 12 April we were notified that the first settlement hearing for our case against GRAND MIRAMAR/ LEGACY CENTURION/ GUINDI 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 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 attendance. Basically, the other side argued that they didn't owe any money and we argued that we had a signed Promissory 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 means 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 are not going to after reading all the complaints on line.

## Reno and Philippa

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

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, tour 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 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 25<sup>th</sup>, 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 made the payment and it has been my error I apologize in advance."

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 of a lack of funds.

## Terry and Joe

Our nightmare began with an invitation to a presentation for a "vacation club ownership experience" in October 2014 at the Grand Miramar. Well, it has been an experience! At that time we met Richard Bounds... We had a Marriott Property, a Fairmont B.C. property, and a Mayan Property and use Interval for exchanges. We were motivated by the same offer as the rest. A way to take the value of those properties and consolidate them into one overall vacation club with discounted resorts, hotels, airfare etc. and more flexibility and trading power. The GM Private Residence is the first name this went under. We spent the whole day going over all the options... cost, how and why they would take our properties for resale, etc. Sounded all reasonable. They were using the inventory of purchased resorts as inventory for other promotions etc, it made sense to me... and I found out I'm just as susceptible as anyone else to total BS. We were educated on Diamond Management Group etc. At that point we spent over \$30,000 Canadian. DMG was going to resell our properties within 3 months for another \$25,000 and we would be sent our money from that resale to reimburse us for our GM purchase with the option to increase our purchase at Grand Miramar if we wanted to.

We'll like everyone else we waited, and waited and waited. I tried numerous times email, calls, anything to reach their reservation/concierge desk, front desk, tour desk, hotel manager, owner, GM Residence manager, any one who could help. No luck. Then one day they email and phone goes down too? No more contact at all. I had planned to pay them a personal visit when we went back to PVR that same year. Then out of the blue in July 2015 I get contacted from Legacy Centurion and Richard, the new group who took over from GM Private Residences. The contractor was making concessions to certain valuable customers (suckers is more like it in hindsight) to invite them to their offices to initiate the buyback process that was part of our original contract.

They paid for our flights and hotel for 4 nights in Guadalajara close to their office. We met with Richard, Arturo was there as well, to get our money back or so we thought. Not so fast or easy. Even though DMG had not fulfilled what we contracted them out to do and paid them for, they had a "lien" against our 3 properties and the GM property and in order to complete the buyback we had to pay them close to \$10,000 Canadian in order for the "contractor" and LC to go ahead. Now because of this, unlike the promise in the contract they were not be able to pay us out at that time. (surprise?) Thus the invitation they explained... In order to secure the payout for us it had to go into an investment account for a 12 month period and in addition to the buyback they promised us the value of the 3 properties they had first been contracted to sell as well. Other options offered a monthly payout but a 5 or 10 year term. We took the 1 year as we just wanted this money. So we were supposed to get close to \$90,000+ Canadian back... we left on the second visit skeptical and \$10,000 lighter (#@#%#).... like all of us we figured if we pay this this to finally get what we were promised then it makes sense? and hey it is the contractor making this right because of our experience, they even invited us and paid our trip to make good? and this contract is far more legitimate then the last? (wow still can't believe it? You folks either... No I was not born in Moldavia...!)

So we waited a couple months again but unlike the first experience I could reach Legacy Centurion, we purchased some more Legacy travel dollars and we used some toward tours and flights on a trip and everything seemed fine (I still had a balance of those too, another \$1000 US we will never see). Never reserved at GM though, used our other timeshare time. I could access LC online, no problem... Call back or email in 24 hours etc. Marina dropped of tour tickets for us one day. Arturo was easily available and Richard was an email or phone call away. Then we were contacted by Richard and Arturo and advised that instead of them keeping the properties they were going to use the value of those properties as a write off in the investment/buyback. They had been able to get the Mayan to take back the one property with no problem or penalty at all, (says something about the Mayan to our group that they would deal with these guys?) but because the Marriott was in the US and Fairmont in Canada they needed us to secure the release and they would reimburse us when everything was finalized. So for another \$4000+ we paid the penalty and processing with both the Fairmont and Marriott and advised Richard that we were waiting for confirmation that we had cancelled both. So about \$45,000+ Canadian now and then close to \$60,000 for the actual value of the property we no longer have. \$105,000+ I could use in my retirement let me tell you. What an total piece of work that he insisted on this if he knew it was a scam. No need that we needed to loose the properties too. In the end he gained nothing by that? Then the coup de grace.

After we advised him that we had gotten a confirmation on the Mayan from LC, a confirmation from Fairmont and lastly processed and were waiting on the confirmation from Marriott we were invited down once again in spring of 2016, flight paid, driver, tour to town and 1 week for \$100 at a nice place out in Ajijic. Richard assured us everything was in the works, our money was already being held in a separate investment account to pay out to us once we arrived and signed some forms, with a certified cheque. So we went down to Guadalajara to meet with Richard. It was in the same office but a different room with closed circuit cameras etc. Said we needed a lawyer present and that is when we met the infamous Vivienne/Karina... They took our information, passports etc and had us sign a couple of forms, supposedly for the government and official looking government documentation, and on a live feed to the local office to show the investment was released and the conditions of the taxes were being met.

This is when we were told, out of the blue, with no prior advance warning, our investment payout would be a bit larger because of the penalties we incurred for the Marriott and Fairmont cancels but in order to secure the release of the funds we had to pay and IVA tax and VAR tax of almost \$40,000 US first which once registered in the Tax account would release our funds along with the taxes as well. Some could be paid up front, \$34,000 Canadian with the balance within 60 days. Richard agreed we could pay some of it and a portion of our investment would be released. Once we saw that back we would pay the balance. I used a secure credit card, Mastercard for the payment as I did not trust Richard. Well a couple weeks pass by and he contacts us to ask for the balance of the tax payment. I reminded him he would get that once we secured a portion of our investment that we already paid taxes for. Said he couldn't do that after all although he "tried" and had agreed to that condition. Now it was make full payment or no money... So we contacted a Specialist in Mexican Tax Law who we were referred to. He in turn had someone in their international office in Mexico City who acted in our interest. At first Richard and Miranda and Vivienne provided the information and contracts he requested. As soon as he questioned certain things about the wording and legality of the contract that was it. No more Richard, Miranda or Vivienne. Emails, texts, phone calls all not working and then LC disappears as well, not only at the GM but in Guadalajara as well. We hired a private investigator who was unable to find where they went. I think this is the time Richard went to Tulum and GM started their latest scam renamed Gilded Rose Royal.

I was in PVR a couple weeks later and the Guest Service Director at GM Sonia ( said she was still with Legacy) said she would get me a contact or forward my number to someone who could help. And we have talked to other lawyers since, had a couple consultations in PVR, put out a few \$'s here and there for advice or expertise, spoke with a few Tax and NAFTA trained persons, talked to a couple people the group has involved, tried to file a complaint with the Mexican consulate in Canada and the Canadian Consulate in Mexico with limited interest...and with the exception of the occasional ray of light from Lloyd and all of you in the group, still nothing happening. Of course we still get at least 2 or 3 calls a week from Tennessee, Saint Louis, Alabama and god knows where else that these scammers are even now still trying to "buy our GM property". No money up front and then "for a small fee" or "percentage to be paid upfront" etc.....wow. So sick of them all....be nice if they just left us all alone or get charged too :)

GM takes zero responsibility for the scam made more seemingly legitimate by being authorized to operate with their cooperation on their property? Well I own there but they have no "record" of it... So sad as we really like Mexico but appalled that these "crooks" live , work and prosper there... The good news is I got back the full amount they tried to scam us for the taxes. Whoopee. At least that's another \$34,000+ I was finally smart enough NOT to be parted with. When I reread all this I just have to shake my head. Both at my own incredible naivety and that the Mexican Government would allow and condone this.

## Graham and Helen

On Feb 14 2014 we purchased two contracts from Grand Miramar the First cost \$56564 the second one \$63360 with an agreement that our Properties with Puerto Bahia Grand Luxxe and Belair would be sold by their company Diamond Management for a total \$242,400 and \$30360 was applied to the total cost of this purchase. This company never existed so that part of the deal fell through so we entered into the first buyback agreement as shown below

On February 26, 2015 we entered in agreement with Grand Miramar to buy back our two properties We were asked to pay a tax of 22,707 paid by MasterCard.

On May 29 2015 we were asked to pay a tax of \$31,180.24 which was paid on June 5 by wire transfer. On January 27, 2016 we were given a new buyback and paid a third tax of 21,586. We received an email saying our payment \$186,765.60 would be paid on Sept 5 however then we received a letter saying another luxury tax was due for \$8259.97 along with a notarized letter stating once this last tax was paid money would be remitted in 7business days this did not happen however on September 22 we received another request for an additional 12% tax for a total of \$19,821.51 with a promise to send the total of \$214,846.08 in five business days. We refused to pay this additional tax. Now they say we are in default and no money will ever be sent.

## Carman and Dianne

Jorge Arias claims to be the lawyer on behalf of the owner of Grand Miramar, who says he wants to pay back those who lost money. I would like to see the authorities arrest him for this scam. He asks for fees to pay taxes, bank holding fees, customs fees, legal fees, and what ever else he can get.

Our problems started out similar to the others, in that they promised to sell an existing time share we had. After paying all the fees and costs, it went nowhere. We went back there later with our complaint. They had new people (Richard) who claimed the previous group were bad and they would now make it right with a new company to sell the timeshare. Needless to say this didn't work out either, after more fees lost. At this point we realized we had lost everything paid out. Also what we paid for a membership at Grand Miramar did not work out either. We wonder now how we could be so stupid, but these guys are good the way they trap you.