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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
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11  
12 Filomeno Medina;  
Arlene Valdefiera,  
13 Plaintiffs,  
14  
v.  
15 Newfold Digital, Inc., a  
16 Delaware corporation;  
Banco Santander, S.A., a  
17 Spanish corporation;  
Express Technologies, Ltd., a  
18 British corporation; Deutsches  
Reisebüro GmbH & Co. OHG, a  
19 German corporation;  
Fiesta Hotels and  
20 Resorts, S.L., a Spanish  
corporation; and  
21 John Does 1-20,  
22 Defendants.  
23

Case no.  
**COMPLAINT**  
1. Racketeering  
2. Fraud  
3. False Personation  
4. Theft  
5. B&P 17200  
6. Negligence  
7. Declaratory Relief  
8. Declaratory Relief

1 **INTRODUCTION**

2 1. The purpose of this action is to rectify the bilking  
3 of timeshare owners who were scammed by sophisticated organized  
4 criminals in a complex advance fee fraud/RICO. The ongoing  
5 scam was enabled by a willfully blind web hosting provider,  
6 a negligent bank, and abuse of VPN technology operated by a  
7 willfully blind VPN provider.

8 **The Racketeering Enterprise**

9 2. A group of unidentified organized criminals  
10 (Defendants John Does 1-20, or “The Criminal Defendants”) are  
11 actively impersonating a retired attorney, George E. Johnson,  
12 Esq. of Maryland, and are using his attorney credentials in New  
13 York with forged documents to scam people out of their life  
14 savings via wire fraud, in violation of 18 U.S.C. sec. 1962, et  
15 al. The Enterprise began on an unknown date (November 11, 2021  
16 at the latest) in an unknown location, presumed to be Mexico.  
17 The Enterprise has an office in New York City, a New York City  
18 phone number, working email addresses, and a fully functional  
19 website and internet presence/domain name. The domain name was  
20 registered on November 11, 2021 by someone in Argentina, and the  
21 domain name service and web hosting are provided by Defendant  
22 Newfold Digital, Inc. (“Newfold”) through its HostGator and  
23 BlueHost web hosting brands. The Criminal Defendants make use  
24 of Defendant Express Technologies, Ltd.’s (“Express”) ExpressVPN  
25 Virtual Private Network, which has an endpoint in San Jose,  
26 California as well as New York, New York. Defendant Doe #1 is an  
27 impostor who is impersonating attorney George Johnson. Defendant  
28 Doe #2 aka “Al Hamilton” is an individual who represents himself

1 as a paralegal or assistant at Mr. Johnson’s law firm, but who  
2 is in reality one of the unidentified criminals. Defendant Doe  
3 #3 aka “Theodore Wilkerson” is an individual who represents  
4 himself as a corporate executive at an undetermined company  
5 claiming to represent the buyer of the timeshare, but who is in  
6 reality one of the unidentified criminals. The purported buyer  
7 of the timeshare is Defendant Deutsches Reisebüro GmbH & Co. OHG  
8 (“Der.com”), which is an actual company that is primarily a tour  
9 operator in Germany. Defendant Fiesta Hotels and Resorts, S.L.  
10 (“Fiesta”) operates the underlying timeshare under the trade  
11 name Palladium Travel Club. Defendants Does 4-20 are unknown  
12 criminals participating in the scheme in undetermined capacities.

13 **The Service Provider Defendants**

14 3. Defendants Newfold Digital, Inc. (“Newfold”), Banco  
15 Santander, S.A. (“Santander”), and Express Technologies, Ltd.  
16 (“Express”) (together, “the Service Provider Defendants”) are  
17 all on notice of this scam, however, they have all declined to  
18 take any action, thereby permitting the Enterprise to continue  
19 unabated using their services. On information and belief, the  
20 Service Provider Defendants knew and/or suspected that this scam  
21 was ongoing, and have failed to take any action to prevent it.

22 **The Nominal Defendants**

23 4. Der.com as well as Fiesta are merely declaratory relief  
24 defendants at this time concerning the transaction fees and  
25 otherwise.

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**The Claims**

5. Broadly speaking, this Complaint asserts RICO claims and injunctive relief against the Criminal Defendants; negligence, declaratory, and injunctive relief claims against the Service Provider Defendants; and declaratory relief claims against the Nominal Defendants.

**SUBJECT MATTER JURISDICTION**

6. The gravamen of the action is a Civil RICO/wire fraud case brought under 18 U.S.C. sec 1962 et al. As such, the basis for subject matter jurisdiction is a Federal Question. In addition, the District Court has Supplemental Jurisdiction over the transactionally related State law claims, such as declaratory relief and false personation, as well as the State law injunctive relief claims. Finally, the District Court has Original Jurisdiction over RICO injunctions pursuant to 18 U.S.C. sec. 1964(a).

**PARTIES AND PERSONAL JURISDICTION**

7. Plaintiffs Filomeno Medina and Arlene Valdefiera (“Plaintiffs”) are natural persons and residents of California, specifically this District.

8. Defendant Newfold Digital, Inc. (“Newfold”) is a Delaware corporation that is present in this State, and that has also consented to jurisdiction by way of its registration with the California Secretary of State to transact business in California. This Court further has personal jurisdiction over Newfold under 28 U.S.C. § 1965(b) because in any action brought pursuant to the Federal RICO statute in a U.S. District Court,

1 that Court may cause parties residing in another District to  
2 be summoned to that District if the “ends of justice require”  
3 it. Given these facts, and that no other district has personal  
4 jurisdiction over all defendants, the ends of justice require  
5 this Court’s exercise of personal jurisdiction over Newfold.

6 9. Defendant Banco Santander, S.A. (“Santander”) is a  
7 Spanish corporation that is present in this State, and that  
8 has also consented to jurisdiction by way of its registration  
9 with the California Secretary of State to transact business  
10 in California. Santander is currently suspended with the  
11 Secretary of State and therefore may not defend this action  
12 until the suspension is cured. This Court further has personal  
13 jurisdiction over Santander under 28 U.S.C. § 1965(b) because in  
14 any action brought pursuant to the Federal RICO statute in a U.S.  
15 District Court, that Court may cause parties residing in another  
16 District to be summoned to that District if the “ends of justice  
17 require” it. Given these facts, and that no other district has  
18 personal jurisdiction over all defendants, the ends of justice  
19 require this Court’s exercise of personal jurisdiction over  
20 Santander.

21 10. Defendant Express Technologies, Ltd. (“Express”) is a  
22 British corporation that is present in this State, is operating a  
23 global VPN called ExpressVPN with at least one endpoint in this  
24 State, and has violated California law by failing to register  
25 with the Secretary of State despite transacting substantial  
26 volumes of business in this State, in violation of Cal.  
27 Corporations Code sec. 2105(a). This Court further has personal  
28 jurisdiction over Express under 28 U.S.C. § 1965(b) because in

1 any action brought pursuant to the Federal RICO statute in a U.S.  
2 District Court, that Court may cause parties residing in another  
3 District to be summoned to that District if the “ends of justice  
4 require” it. Given these facts, and that no other district has  
5 personal jurisdiction over all defendants, the ends of justice  
6 require this Court’s exercise of personal jurisdiction over  
7 Express.

8 11. Defendant Deutsches Reisebüro GmbH & Co. OHG (“Der.  
9 com”) is a German corporation that was the purported buyer in  
10 this transaction, and that is present in this State by way of  
11 its substantial business booking tours across the world and  
12 acquiring timeshares. Der.com is present in this State by virtue  
13 of its purposeful availment of the State in marketing travel  
14 to California residents, and because of its sufficient minimum  
15 contacts with California. Der.com has also violated California  
16 law by failing to register with the Secretary of State despite  
17 transacting substantial volumes of business in this State, in  
18 violation of Cal. Corporations Code sec. 2105(a). This Court  
19 further has personal jurisdiction over Der.com under 28 U.S.C.  
20 § 1965(b) because in any action brought pursuant to the Federal  
21 RICO statute in a U.S. District Court, that Court may cause  
22 parties residing in another District to be summoned to that  
23 District if the “ends of justice require” it. Given these facts,  
24 and that no other district has personal jurisdiction over all  
25 defendants, the ends of justice require this Court’s exercise of  
26 personal jurisdiction over Der.com.

27 12. Fiesta Hotels and Resorts, S.L. (“Fiesta”) is a  
28 Spanish corporation based in Ibiza, part of the Balearic Islands

1 autonomous province of Spain. Fiesta actively advertises and  
2 markets its timeshares in California through the use of phone  
3 calls, emails, mailers, and targeted online ads linking to its  
4 website. Plaintiffs are one such customer of Fiesta, who were  
5 roped into the timeshare arrangement through a direct mail  
6 solicitation. Fiesta has also violated California law by failing  
7 to register with the Secretary of State despite transacting  
8 substantial volumes of business in this State, in violation of  
9 Cal. Corporations Code sec. 2105(a). Fiesta is present in this  
10 State by virtue of its purposeful availment of the State in  
11 marketing timeshares to California residents, and because of its  
12 sufficient minimum contacts with California. This Court further  
13 has personal jurisdiction over Fiesta under 28 U.S.C. § 1965(b)  
14 because in any action brought pursuant to the Federal RICO  
15 statute in a U.S. District Court, that Court may cause parties  
16 residing in another District to be summoned to that District if  
17 the “ends of justice require” it. Given these facts, and that no  
18 other district has personal jurisdiction over all defendants,  
19 the ends of justice require this Court’s exercise of personal  
20 jurisdiction over Fiesta.

21 13. Doe #1 is the impostor claiming to be attorney George  
22 Johnson. Doe #1 lives in an undetermined location, but in any  
23 event is present in this state and has consented to jurisdiction  
24 in California by committing wire fraud felonies deliberately  
25 targeted at California residents, knowing those residents to be  
26 in California, as well as operating a VPN endpoint in California  
27 from which he accesses the internet and furthers the racketeering  
28 enterprise. This Court further has personal jurisdiction over

1 Doe #1 under 28 U.S.C. § 1965(b) because in any action brought  
2 pursuant to the Federal RICO statute in a U.S. District Court,  
3 that Court may cause parties residing in another District to  
4 be summoned to that District if the “ends of justice require”  
5 it. Given these facts, and that no other district has personal  
6 jurisdiction over all defendants, the ends of justice require  
7 this Court’s exercise of personal jurisdiction over Doe #1.

8 14. Doe #2 is the impostor claiming to be paralegal Al  
9 Hamilton at the fake law firm run by Doe #1. This Court has  
10 personal jurisdiction over Doe #2 under 28 U.S.C. § 1965(b)  
11 because in any action brought pursuant to the Federal RICO  
12 statute in a U.S. District Court, that Court may cause parties  
13 residing in another District to be summoned to that District if  
14 the “ends of justice require” it. Given these facts, and that no  
15 other district has personal jurisdiction over all defendants,  
16 the ends of justice require this Court’s exercise of personal  
17 jurisdiction over Doe #2.

18 15. Doe #3 is the impostor claiming to be buyer’s  
19 representative, Theodore Wilkerson. This Court further has  
20 personal jurisdiction over Doe #3 under 28 U.S.C. § 1965(b)  
21 because in any action brought pursuant to the Federal RICO  
22 statute in a U.S. District Court, that Court may cause parties  
23 residing in another District to be summoned to that District if  
24 the “ends of justice require” it. Given these facts, and that no  
25 other district has personal jurisdiction over all defendants,  
26 the ends of justice require this Court’s exercise of personal  
27 jurisdiction over Doe #3.

28 16. Does 4-20 are unidentified criminals who are part of

1 the enterprise in capacities that are unknown at this time. This  
2 Court further has personal jurisdiction over Does 4-20 under 28  
3 U.S.C. § 1965(b) because in any action brought pursuant to the  
4 Federal RICO statute in a U.S. District Court, that Court may  
5 cause parties residing in another District to be summoned to that  
6 District if the “ends of justice require” it. Given these facts,  
7 and that no other district has personal jurisdiction over all  
8 defendants, the ends of justice require this Court’s exercise of  
9 personal jurisdiction over Does 4-20.

10 **VENUE**

11 17. Venue is proper in this District pursuant to 28  
12 U.S.C. § 1391(b)(2) because a substantial part of the events  
13 or omissions giving rise to Plaintiffs’ claims occurred within  
14 this District. Venue is further proper in this District pursuant  
15 to 18 U.S.C. § 1965(a) because each Defendant is found and/or  
16 transacts his affairs in this District given each defendant’s  
17 participation or involvement in the racketeering Enterprise.  
18 To the extent there are venue clauses in any of the underlying  
19 documents or contracts, those venue clauses are void or voidable  
20 at Plaintiffs’ option due to the fraud, mistakes, and/or crimes  
21 that occurred here.

22 **GENERAL ALLEGATIONS**

23 18. Plaintiffs own a timeshare at the Palladium Travel Club  
24 in Cancún, Mexico, which is operated by Defendant Fiesta. The  
25 details are not relevant here except to state that the timeshare  
26 is worth approximately \$80,000. So far, due to the criminal  
27 wire fraud scam, Plaintiffs have sent at least \$71,000 to Mexico  
28 at the direction of the Criminal Defendants. Plaintiffs did so

1 thinking they were required to advance fees for taxes and capital  
2 gains, among other issues falsely represented by the Criminal  
3 Defendants. The Criminal Defendants also fabricated a supposed  
4 lawsuit and settlement purportedly worth some \$600,000 which  
5 they used to entice Plaintiffs to send even more money to Mexico  
6 as well. The Criminal Defendants are operating under the fake  
7 website: <https://legalfirmofgeorgejohnson.com>

8 19. The Service Provider Defendants facilitated and  
9 supported the Criminal Defendants in the furtherance of this  
10 fraud/swindle by providing essential services to the Criminal  
11 Defendants, without which the Criminal Defendants would not have  
12 been able to operate the Enterprise. For example, banking, web  
13 hosting, and VPN services. The Service Provider Defendants must  
14 have known that their services were being used to further this  
15 scam. For one, complaints about the Enterprise are impossible to  
16 miss considering that it has an entire fake website, phone, and  
17 email addresses online. Thus, when Plaintiffs' counsel reached  
18 out to Express with a complaint, Express should have investigated  
19 and terminated the Criminal Defendants' service. Express did  
20 not do so, thereby showing that it is aware of the scam and not  
21 taking any action. Injunctive relief is obviously appropriate  
22 here to prevent the continued operation of the Enterprise.

23 **FIRST CAUSE OF ACTION**

24 Racketeering -- Statutory Violations of 18 U.S.C. § 1964(c)  
25 (Plaintiffs vs. the Criminal Defendants)

26 20. Plaintiffs incorporate by reference and realleges the  
27 above paragraphs.

28 21. Defendants' conduct, and the conduct of each Defendant

1 named herein, constitutes racketeering as set forth in 18 U.S.C.  
2 § 1964(c). Specifically, Congress has defined “racketeering” to  
3 include multiple instances of wire fraud, or committing fraud by  
4 means of electronic transmissions over wire. The Defendants here  
5 engaged in multiple instances of wire fraud, including submitting  
6 multiple forged notary seals and Photoshopped wire instructions  
7 via wire, in which they falsely claimed that Plaintiffs were  
8 entitled to money but had to wire their own money to Mexico to  
9 get the money they were entitled to.

10 22. As detailed below, Plaintiffs allege three different  
11 causes of action for Federal RICO violations. In summary,  
12 Section 1962(c) provides relief against parties who engage in  
13 a pattern of racketeering activity, Section 1962(a) provides  
14 relief against parties who use income generated through a pattern  
15 of racketeering activity, and Section 1962(d) provides relief  
16 against those who conspire to violate the racketeering laws.  
17 Defendants are liable under each of these three sections of the  
18 statute.

19 23. 18 U.S.C. § 1964(c) allows “any person injured in his  
20 business or property by reason of a violation of section 1962  
21 of this chapter” to “sue therefor in any appropriate United  
22 States district court and shall recover threefold the damages  
23 he sustains and the cost of the suit, including a reasonable  
24 attorney’s fee ....”

25 **Count 1: Violation of 18 U.S.C. § 1962(c)**

26 24. Plaintiffs incorporate by reference and reallege the  
27 paragraphs set forth above.

28 25. 18 U.S.C. § 1962(c) makes it “unlawful for any person

1 employed by or associated with any enterprise engaged in, or the  
2 activities of which affect, interstate or foreign commerce, to  
3 conduct or participate, directly or indirectly, in the conduct  
4 of such enterprise's affairs through a pattern of racketeering  
5 activity . . . ” 18 U.S.C. § 1962(c).

6 26. Each Defendant, at all relevant times, is and has been  
7 a “person” within the meaning of 18 U.S.C. § 1961(3) because  
8 each Defendant is capable of holding, and does hold, “a legal or  
9 beneficial interest in property.”

10 27. Defendants’ activities include at least two acts  
11 of racketeering activity since 2021. Accordingly, Defendants’  
12 conduct constitutes a “pattern” of racketeering activity. 18  
13 U.S.C. § 1961(5).

14 28. One such act took place in January 2022, when the  
15 Criminal Defendants, in furtherance of the activities, purpose  
16 and scheme of the Enterprise, falsely and fraudulently submitted  
17 forged notary seals to Plaintiffs using interstate wires, i.e.,  
18 the Internet.

19 29. A second such act took place on March 2022, when the  
20 Criminal Defendants, in furtherance of the activities, purpose  
21 and scheme of the Enterprise, falsely and fraudulently submitted  
22 additional forged notary seals and Photoshopped wire instructions  
23 to Plaintiffs using interstate wires.

24 30. At all times relevant hereto, beginning on or around  
25 November 2021 and continuing through the filing of this action,  
26 each Defendant conducted and participated in the affairs of  
27 the Enterprise through a pattern of racketeering activity, in  
28 violation of 18 U.S.C. § 1962(c).

1           31. On or around November 2021, Defendants formed an  
2 association-in-fact racketeering enterprise, described herein as  
3 the Enterprise, within the meaning of 18 U.S.C. § 1961(4).

4           32. The Enterprise consists of a group of “persons”  
5 associated together for the common purpose of intentionally and  
6 willfully defrauding victims in connection with real estate  
7 transactions and otherwise, such as the timeshare transaction in  
8 this case.

9           33. The Enterprise is an ongoing organization that  
10 functions as a continuing unit. The Enterprise was created and  
11 used as a tool to effectuate Defendants’ pattern of racketeering  
12 activity.

13           34. All Defendants agreed to and did conduct and  
14 participate in the conduct of the Enterprise’s affairs through  
15 a pattern of racketeering activity including wire fraud as  
16 defined by 18 U.S.C. § 1343, and for the unlawful purpose of  
17 intentionally defrauding Plaintiffs.

18           35. The wire fraud committed by Defendants is based on a  
19 scheme developed and carried out by the Enterprise wherein the  
20 Criminal Defendants impersonate a retired attorney to create an  
21 entire fake law firm, then continue to use the same, using the  
22 stolen identity and actual attorney credentials of additional  
23 victim George E. Johnson, Esq.

24           36. Defendants used the wires for the transmission,  
25 delivery, or shipment of the following by the Defendants or third  
26 parties, all of which are related to the Enterprise, and they  
27 were foreseeably caused to be sent as a result of Defendants’  
28 illegal scheme:

1           A. Wires between Defendants containing false documents and  
2 false representations;

3           B. Email and telephone communications between Defendants  
4 and Plaintiffs; and

5           C. Payments between Plaintiffs and Defendants.

6           37. Defendants used the Internet and other electronic  
7 facilities to carry out the scheme and to conceal their ongoing  
8 fraudulent activities.

9           38. At all times discussed herein, Defendants have been  
10 involved in a plan to scheme or defraud; have had the intent  
11 to defraud and have willfully participated in the scheme to  
12 defraud with actual knowledge of its fraudulent nature and with  
13 specific intent to defraud; and could have reasonably foreseen  
14 that interstate wires would be used; and actually used interstate  
15 wires to further Defendants' scheme.

16           39. The Enterprise engaged in and affected interstate  
17 commerce by way of said wire fraud.

18           40. The wire transmissions described herein were made in  
19 furtherance of Defendants' scheme and common course of conduct.

20           41. To achieve their common goals, Defendants knowingly  
21 and willfully concealed from the public and Plaintiffs the  
22 unlawfulness of their conduct, which was committed at the  
23 instruction of, and through the directions of, organized  
24 criminals.

25           42. As a direct and proximate consequence of the conduct  
26 of Defendants and each of them as alleged herein, Plaintiffs have  
27 been injured in their business and property, causing Plaintiff to  
28 suffer monetary damages in an amount not less than \$71,000, said

1 damages to be proven at the time of trial.

2 43. Because of Defendants' violations of 18 U.S.C. §  
3 1962(c), Defendants are liable to Plaintiff for three times the  
4 damages Plaintiffs have sustained, plus the cost of this suit,  
5 including reasonable attorneys' fees.

6 **Count 2: Violation of 18 U.S.C. § 1962(a)**

7 44. Plaintiffs incorporates by reference and reallege the  
8 paragraphs set forth above.

9 45. 18 U.S.C. § 1962(a) makes it "unlawful for any person  
10 who has received any income derived, directly or indirectly,  
11 from a pattern of racketeering activity . . . to use or invest,  
12 directly or indirectly, any part of such income, or the proceeds  
13 of such income, in acquisition of any interest in, or the  
14 establishment or operation of, any enterprise which is engaged  
15 in, or the activities of which affect, interstate or foreign  
16 commerce." 18 U.S.C. § 1962(a).

17 46. As alleged in paragraph 206, each Defendant, at all  
18 relevant times, is and has been a "person" within the meaning of  
19 18 U.S.C. § 1961(3).

20 47. As alleged in the preceding section, Defendants'  
21 conduct constitutes a "pattern" of racketeering activity. 18  
22 U.S.C. § 1961(5).

23 48. At all times relevant hereto, beginning on or around  
24 November 2021 and continuing at least through the eventual  
25 termination of the scheme, Defendants received income derived  
26 from a pattern of racketeering activity to use or invest a  
27 part of such income or the proceeds of such income in the  
28 establishment and operation of an enterprise that is engaged

1 in, or the activities of which affect, interstate or foreign  
2 commerce, in violation of 18 U.S.C. § 1962(a).

3 49. As alleged in the preceding section, on or around  
4 November 2021, Defendants formed the Enterprise to effectuate  
5 Defendants' pattern of racketeering activity.

6 50. All Defendants agreed to and did use income received  
7 directly from a pattern of racketeering activity to control,  
8 establish and operate the Enterprise, which was engaged in and  
9 affected interstate commerce, including wire fraud as defined by  
10 18 U.S.C. § 1343, and for the unlawful purpose of intentionally  
11 defrauding Plaintiffs.

12 51. The wire fraud committed by Defendants is set forth in  
13 the preceding section and is incorporated by reference herein.

14 52. As a direct and proximate consequence of the conduct  
15 of Defendants and each of them as alleged herein, Plaintiffs have  
16 been injured in their business and property, causing Plaintiffs  
17 to suffer monetary damages in an amount not less than \$71,000,  
18 said damages to be proven at the time of trial.

19 53. Because of Defendants' violations of 18 U.S.C. §  
20 1962(a), Defendants are liable to Plaintiffs for three times the  
21 damages Plaintiffs have sustained, plus the cost of this suit,  
22 including reasonable attorneys' fees.

23 **Count 3: Violation of 18 U.S.C. § 1962(d)**

24 54. Plaintiffs incorporate by reference and reallege the  
25 paragraphs set forth above.

26 55. 18 U.S.C. § 1962(d) makes it "unlawful for any person  
27 to conspire to violate any of the provisions of subsection (a),  
28 (b) or (c) of this section."

1           56. As alleged in the preceding sections, each Defendant,  
2 at all relevant times, is and has been a “person” within the  
3 meaning of 18 U.S.C. § 1961(3).

4           57. At all relevant times, beginning in or around November  
5 2021 and continuing at least through the termination of the  
6 scheme, the Defendants and each Defendant agreed to and did  
7 conspire to violate 18 U.S.C. §§ 1962 (a) and (c), as alleged  
8 above and incorporated herein, in violation of 18 U.S.C. §  
9 1962(d). The object of this conspiracy has been and is to conduct  
10 or participate in, directly or indirectly, the conduct of the  
11 affairs of the Enterprise described above; and to receive income  
12 derived from a pattern of racketeering activity and to use such  
13 income or the proceeds of such income in the establishment and  
14 operation of that enterprise.

15           58. Defendants have knowingly, willfully and intentionally  
16 conspired and agreed to conduct and participate in the conduct  
17 of the affairs of the enterprise described previously through a  
18 pattern of racketeering activity (wire fraud).

19           59. Defendants have knowingly, willfully and intentionally  
20 conspired and agreed to receive income derived from a pattern of  
21 racketeering activity (wire fraud) and to use such income or the  
22 proceeds of such income in the establishment and operation of the  
23 enterprise described previously.

24           60. Defendants knew that their actions as alleged above  
25 were part of a pattern of racketeering activity and agreed to the  
26 commission of those acts to further the conspiratorial scheme  
27 described above.

28           61. Defendants’ conduct constitutes a conspiracy to

1 violate 18 U.S.C. §§ 1962(c) and (a), in violation of 18 U.S.C. §  
2 1962(d).

3 62. As a direct and proximate consequence of the  
4 Defendants' conspiracy, the overt acts taken in furtherance  
5 of that conspiracy, and violations of 18 U.S.C. § 1962(d),  
6 Plaintiffs have been injured in their business and property,  
7 causing Plaintiffs to suffer monetary damages in an amount not  
8 less than \$71,000, said damages to be proven at the time of  
9 trial.

10 63. Because of Defendants' violations of 18 U.S.C. §  
11 1962(d), Defendants are liable to Plaintiff for three times the  
12 damages Plaintiff has sustained, plus the cost of this suit,  
13 including reasonable attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 (Plaintiffs vs. the Criminal Defendants)

16 **Fraud**

17 64. Through the foregoing course of conduct, the Criminal  
18 Defendants committed fraud, including but not limited to:

- 19 a. Representing that funds of Plaintiffs were necessary to  
20 receive funds they were owed, also known as an advance fee fraud.  
21 b. Knowing the representations were false.  
22 c. Causing Plaintiffs, in reasonable reliance on the  
23 representations, to wire money to Mexico.

24 65. Plaintiffs suffered harm of at least \$71,000 in lost  
25 money that they wired to the Criminal Defendants.

26 66. Wherefore, Plaintiffs pray for compensatory damages and  
27 punitive damages according to proof.

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1 **THIRD CAUSE OF ACTION**

2 (Plaintiffs vs. the Criminal Defendants)

3 False Personation

4 67. Through the foregoing course of conduct, the Criminal  
5 Defendants impersonated a retired attorney in the furtherance of  
6 their scheme, in violation of Cal. Penal Code sec. 529.

7 68. Wherefore, Plaintiffs pray for compensatory damages and  
8 punitive damages according to proof

9 **FOURTH CAUSE OF ACTION**

10 (Plaintiffs vs. the Criminal Defendants)

11 Grand Theft

12 69. Through the foregoing course of conduct, the Criminal  
13 Defendants stole \$71,000 from Plaintiffs in violation of Cal.  
14 Penal Code sec. 532.

15 70. Wherefore, Plaintiffs pray for compensatory damages,  
16 punitive damages, and attorney fees according to proof

17 **FIFTH CAUSE OF ACTION**

18 (Plaintiffs vs. the Criminal Defendants)

19 B&P 17200

20 71. Through the foregoing course of conduct, the Criminal  
21 Defendants violated Business and Professions Code sec. 17200 with  
22 predicate violations of the Penal Code as described above.

23 72. Wherefore, Plaintiffs pray for disgorgement and  
24 injunctive relief.

25 **SIXTH CAUSE OF ACTION**

26 (Plaintiffs vs. the Service Provider Defendants)

27 Negligence

28 73. Through the foregoing course of conduct, the Service

1 Provider Defendants negligently furthered the Enterprise.

2 **Count One - Web Hosting**

3 Newfold Digital, Inc.

4 74. Newfold hosts the Criminal Defendants' fake law firm  
5 website and has not terminated the service despite knowing of or  
6 negligently failing to discover the scheme. As such, Newfold was  
7 negligent in supporting these criminals and causing Plaintiffs'  
8 loss of \$71,000.

9 **Count Two - Email Service**

10 Newfold Digital, Inc.

11 75. Newfold hosts the Criminal Defendants' email system and  
12 has not terminated the service despite knowing of or negligently  
13 failing to discover the scheme. As such, Newfold was negligent  
14 in supporting these criminals and causing Plaintiffs' loss of  
15 \$71,000.

16 **Count Three - Banking**

17 Banco Santander, S.A.

18 76. Santander received wires from Plaintiffs and allowed  
19 the Criminal Defendants to take the money, despite knowing  
20 of or negligently failing to discover the scheme. As such,  
21 Santander was negligent in supporting these criminals and causing  
22 Plaintiffs' loss of \$71,000.

23 **Count Four - VPN Service**

24 Express Technologies, Ltd.

25 77. Express provided and continues to provide VPN service  
26 to the Criminal Defendants, despite knowing of or negligently  
27 failing to discover the scheme. As such, Express was negligent  
28 in supporting these criminals and causing Plaintiffs' loss of

1 \$71,000.

2 78. Wherefore, Plaintiffs pray for damages of \$71,000 or  
3 according to proof.

4 **SEVENTH CAUSE OF ACTION**

5 (Plaintiffs vs. the Service Provider Defendants)

6 **Declaratory Relief**

7 79. Through the foregoing course of conduct, there is  
8 now a controversy between Plaintiffs and the Service Provider  
9 Defendants concerning their rights and responsibilities in  
10 connection with the Enterprise and monies sent by Plaintiffs  
11 to the Enterprise by way of the Service Provider Defendants'  
12 services.

13 80. Wherefore, Plaintiffs pray for a decree stating their  
14 rights and obligations and those of the Defendants, as well as  
15 an injunction freezing the Criminal Defendants' accounts in the  
16 amount of the claim, \$71,000, and mandating the return of the  
17 funds.

18 **EIGHTH CAUSE OF ACTION**

19 (Plaintiffs vs. the Nominal Defendants)

20 **Declaratory Relief**

21 81. Through the foregoing course of conduct, there is  
22 now a controversy between Plaintiffs and the Nominal Defendants  
23 concerning their rights and responsibilities in connection with  
24 the Enterprise and monies sent by Plaintiffs to the Enterprise by  
25 way of the Service Provider Defendants' services.

26 **Count One - Rescission and Non-Liability**

27 Der.com

28 82. Plaintiffs have, through the transaction orchestrated

1 by the Enterprise, become allegedly liable to complete the  
2 transaction with Der.com.

3 83. Wherefore, Plaintiffs pray for a decree that they are  
4 not obligated to do anything further with Der.com and have no  
5 liability to Der.com due the criminal conduct of the Enterprise  
6 and the fact that the transaction is a complete fabrication.

7 **Count Two - Transfer Fee**

8 Fiesta

9 84. Plaintiffs have, through the transaction orchestrated  
10 by the Enterprise, become allegedly liable for a transfer fee  
11 charged by Fiesta in the approximate amount of \$8,000.

12 85. Wherefore, Plaintiffs pray for a decree that they  
13 are not obligated to pay the transfer fee charged by Fiesta due  
14 the criminal conduct of the Enterprise and the fact that the  
15 transaction is a complete fabrication.

16 **PRAYER**

17 1. Finding that all Defendants except the Nominal Defendants  
18 are jointly and severally liable for all damage caused to  
19 Plaintiffs;

20 2. Awarding Plaintiffs monetary damages in an amount not  
21 less than \$71,000 or according to proof;

22 3. Awarding Plaintiffs treble monetary damages pursuant to  
23 18 U.S.C. § 1964(c);

24 4. Awarding Plaintiffs litigation expenses, including  
25 reasonable attorneys' fees, costs, and disbursements;

26 5. Awarding Plaintiffs punitive damages against the Criminal  
27 Defendants in the sum of not less than \$1,000,000 or an amount  
28 otherwise to be decided at trial; and

1           6. Declaratory relief as to the rights of Plaintiffs, the  
2 obligations of the Defendants, and non-obligations of Plaintiffs.

3           7. Awarding Plaintiff a permanent RICO injunction against  
4 the Enterprise, as well as permanent injunctions against the  
5 Service Provider Defendants, plus State law injunctions as  
6 appropriate, in a form to be submitted following the filing of  
7 this action.<sup>1</sup>

8           8. Granting such other relief as the case may require or as  
9 may be deemed proper and equitable.

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11           Date: March 20, 2022

*Andrew G. Watters*

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Andrew G. Watters, Esq.  
Attorney for Plaintiffs  
Filomeno Medina and Arlene  
Valdefiera

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27 <sup>1</sup> Time is of the essence in filing this action for the  
28 purposes of records preservation/ESI; accordingly, the proposed  
injunctions are not attached to this complaint.

# Exhibit A

ANDREW G. WATTERS, ESQ.  
LITIGATION ATTORNEY

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ANDREW@ANDREWWATTERS.COM

**Precedence:** Routine

**Date:** March 18, 2022

**To:** FBI San Francisco  
Attn: Special Agent [REDACTED]

**From:** Andrew G. Watters  
555 Twin Dolphin Dr., Ste. 135  
Redwood City, CA 94065  
+1 (415) 261-8527  
andrew@andrewwatters.com

**Case:** [REDACTED] v. Doe

**Title:** Unknown Suspects  
George E. Johnson, Esq. (victim)  
[REDACTED] (victim)  
18 U.S.C. sec. 1343, et al.  
Report of Investigation

**Synopsis:** To provide a summary of information developed to date in this wire fraud/RICO case involving Mexican timeshares and the stolen identity of a retired attorney.

## Details:

### Introduction

I am a lawyer in California (#237990), and I also offer investigative services pursuant to Business and Professions Code sec. 7522(e) and 7582.2(e), which exempt licensed attorneys from the private investigator licensing law. I often go on to represent the same individuals in litigation.

On March 15, 2022, I was hired on an emergency basis to represent [REDACTED]. Mr. [REDACTED] asked me to look at his timeshare transaction to see whether it was bona fide before he wired another \$20,000 to Mexico (he has already put in around \$50,000). I've concluded the transaction is part of a complex advance fee fraud/RICO for the reasons indicated here, and I'm issuing this report with supporting data and files with Mr. [REDACTED] authorization.

### Background

[REDACTED] and his spouse own a timeshare at the Palladium in Cancún, Mexico, the details of which are not relevant here. They wanted to sell the timeshare and were approached in early 2022 by a purported law firm in New York City that specializes in

To: FBI San Francisco  
Re: George E. Johnson 3/18/2022

From: Andrew G. Watters, Esq.

these types of transactions and was representing the prospective buyer. The "Legal Firm of George Johnson" has a website<sup>1</sup>, email, and phone number online. I visited the firm website at approximately 11:48 a.m. on March 15, 2022 as Mr. [REDACTED] was in my office sharing the details of the transaction with me.<sup>2</sup> The domain name was registered in November 2021 by someone in Argentina, according to publicly available whois information. Critically, the nameserver shown on the domain is ns112.hostgator.mx, which is in Mexico. A lawyer would not normally claim to have his office and phone in New York City while registering his domain from Argentina with nameservers in Mexico.

There is a George Johnson attorney in New York, but he has no registered address on his official court profile/attorney license page. Public records from LexisNexis reveal that Mr. Johnson is also admitted in Maryland. I reached out to Mr. Johnson and was able to speak with him at length on March 18, 2022 (see attached FD-302). In summary, Mr. Johnson is a retired attorney who is dual-admitted in New York and Maryland. He confirmed his attorney license number over the forged signatures as being his correct license number, and he denied being involved with the scam. It was news to him that someone is claiming to be him in New York City. I provided him a download link for the underlying documents and invited him to reach out again if he has comments after reviewing the documents.

The office shown on the fake website is a virtual/shared office in New York City, and it appears the suspects use Google voice from abroad. But the call center answering the law firm's number is definitely American. It may be shared reception at the virtual office.

The PDF documents purportedly bearing Mr. Johnson's notarized signature were created in Adobe Illustrator, and the electronic files clearly show that the signatures and notary seals were dropped in with Illustrator. Also, the documents create illegal obligations for a lawyer to make, such as guarantying client debts. The wire instructions were Photoshopped and not created on the date represented in the document.

I posed as an occasional investor who was considering bankrolling my client's transaction, however, the client mistakenly cc'ed me on the email that I asked him to send to the suspects instead of bcc'ing me. In any case, the suspects still clicked on that link and I captured their VPN IP addresses and access patterns.

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1 <https://legalfirmofgeorgejohnson.com/>

2 The first entry in my web server log files shows an access referred by a Google search at 11:49:46 a.m. on March 15, 2022, approximately a minute and a half after my client arrived. From this, I infer that the suspects have real-time web server monitoring in place and are looking up interesting visitors as they access the site, just like I do with my own websites.

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The VPN has an endpoint in San Jose, and coincidentally, there is another endpoint in New York. The VPN is reportedly on a leased IP block. I asked the owner of that IP block ( [REDACTED] -- administered by Mr. [REDACTED] ) about this, and he seems to be providing helpful information so far. He claims ExpressVPN leased that block under a Letter of Authorization, and he shared an email from him to CDN77, which he represented as ExpressVPN's upstream provider, as evidence of the LOA. He declined to provide the actual LOA, indicating that he needed ExpressVPN's permission. I sent ExpressVPN notice to preserve their logs for that ASN, in any case.

The client indicated that there was a buyer involved in the transaction, Ted Wilkerson, who was calling him to follow up as well. The client provided a phone number, and I called "Ted Wilkerson" at +1 (888) 384-4622 on March 16, 2022. Mr. Wilkerson identified himself as "Theodore Wilkerson" when answering the phone. He stated he is a corporate officer/executive in the company that is acquiring Mr. [REDACTED] timeshare, and he wanted to know the status of the transaction. It was an awkward conversation in which we were each trying to see what the other knew. Mr. Wilkerson didn't give any details, including where in the world he claims to be. However, he sounded fully American. I told him to forget about the deal and proceed accordingly. He then called my client several times and I instructed my client to not answer.

The suspects then sent a demand letter to my client, again purportedly from Mr. Johnson, and the suspects are still trying to get money from my client even though I called them out and also emailed them directly accusing them of being a criminal racketeering enterprise. I am intending to shut down at least their website and email with an injunction in District Court in the near future, if my client can financially justify proceeding.

Separately, on March 17, 2022, I spoke with the manager of Palladium, Mr. [REDACTED], at +1 [REDACTED]. Mr. [REDACTED] had previously indicated that Mr. [REDACTED] claimed Palladium has had previous transactions involving the George Johnson law firm that worked out. When I spoke with Mr. [REDACTED] I gave him a summary of my findings to date, and he seemed only mildly surprised. The conversation focused on Palladium denying Mr. [REDACTED] request for a refund of the transfer fee because the refund would require a mutual agreement, and the buyer was not agreeing. Mr. [REDACTED] offered his assistance and invited me to send him a letter or other documentation.

## **Conclusion**

This is a multi-layered advance fee fraud/RICO involving sophisticated criminals, most of whom appear to be located in Mexico or elsewhere in South America. However, there is potential for an American connection given the brazen use of a virtual office in New York City and the possible willful

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blindness of the timeshare company. The “buyer” connection might be investigated further to see whether Mr. Wilkerson is a real person and in the U.S. Searching LexisNexis reveals a number of Ted Wilkersons, but the client’s resources do not permit pursuing all of those leads.

**Recommendations:**

Set leads described below.

**Leads:**

Lead 1:

Issue National Security Letter to [REDACTED] and ExpressVPN, both of which are reachable in the U.S., to capture the underlying IP addresses of the suspects who searched Google for my name at 11:58 a.m. on March 15, 2022.

Lead 2:

Interview [REDACTED] in [REDACTED] concerning his arrangement with ExpressVPN for the IP block that contains the suspects’ VPN endpoint.

Lead 3:

Interview George Johnson in [REDACTED] to gain insight as to why the suspects selected him.

Lead 4:

Locate Theodore Wilkerson.

◇◇

Andrew G. Watters, Esq.

Date of transcription 3/18/2022

Telephonic interview of:

George E. Johnson, Esq.



On March 18, 2022, I spoke with George E. Johnson, who related the following:

Mr. Johnson is a retired attorney who is admitted in New York and Maryland. He never had an active practice in New York, and he is surprised that anyone would think he was currently practicing in New York City because he has been retired for many years. It is a shock to him to learn that someone has created an entire online identity impersonating him in connection with transactions involving Mexican time shares. The suspects have his correct attorney license number.

I asked for his email address in order to provide a sample of his forged signature and the forged notary seals. He asked his wife, Ms. [REDACTED] Johnson (who I could hear in the background) if he should provide me his email address. She advised him not to provide his email address, so I invited him to verify my identity online through the State Bar of California and on my website, and then call back with his email address if desired. I provided him the contact information of Special Agent [REDACTED] at the FBI field office in San Francisco, with a suggestion to call if he wished to speak with anyone about these crimes.

Mr. Johnson called back a few minutes later and stated that he left a message at FBI San Francisco and will be filing a complaint with the Federal Trade Commission concerning identity theft. He asked for the underlying documents, so I texted him a download link.

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Investigation on 3/18/2022 at [REDACTED]

File # [REDACTED] Date dictated 3/18/2022

by Andrew G. Watters

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