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FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

APR 27 2011

at 2 o'clock and 10 min M.  
SUE BEITIA, CLERK

Attorneys for Plaintiff  
UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,	)	CR. NO. 11-00342 LEK
	)	
Plaintiff,	)	MEMORANDUM OF PLEA AGREEMENT
	)	
vs.	)	
	)	
RONALD K. MARIA,	)	Date: April 27, 2011
	)	Time: 2:00 p.m.
Defendant.	)	Judge: Hon. Leslie E. Kobayashi
	)	

MEMORANDUM OF PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the UNITED STATES OF AMERICA, by its attorney, the United States Attorney for the District of Hawaii, and the Defendant, RONALD K. MARIA, and his attorney, Myles Breiner, Esq., have agreed upon the following:

1. Defendant acknowledges that he has been charged in a single count Information with wire fraud, in violation of

Title 18, United States Code, Section 1343. Defendant agrees to waive his right to have that charge presented to a Grand Jury, and agrees to proceed by way of an Information.

2. Defendant has read the charge against him contained in the Information, and the charge has been fully explained to him by his attorney.

3. Defendant fully understands the nature and elements of the crime with which he has been charged.

4. Defendant will enter a voluntary plea of guilty to the Information charging him with wire fraud. The United States Attorney's Office for the District of Hawaii agrees not to pursue any further charges against Defendant in the District of Hawaii based upon information that is presently known to the United States Attorney's Office.

5. Defendant agrees that this Memorandum of Plea Agreement shall be filed and become part of the record in this case.

6. Defendant enters this plea because he is in fact guilty of wire fraud, as charged in the Information, and agrees that this plea is voluntary and not the result of force or threats.

7. Defendant understands that the penalties for the offense to which he is pleading guilty include a term of imprisonment of up to 20 years, a fine of up to \$250,000, a term

of supervised release of up to three years, and mandatory restitution pursuant to Title 18, United States Code, Section 3663A, to victims and in amounts to be identified by the Court, with the assistance of the Probation Office. Defendant specifically agrees that while he is pleading guilty to an Information identifying a single victim, that conduct was part of an ongoing course of conduct and common scheme or plan, and the Court may award full restitution to all victims who were harmed on account of that conduct, charged or uncharged in the Information.

In addition, the Court must impose a \$100 special assessment as to each count to which the Defendant is pleading guilty. Defendant agrees to pay the \$100 for each count to which he is pleading guilty to the District Court's Clerk's Office, to be credited to said special assessments, before the commencement of any portion of sentencing. Defendant acknowledges that failure to make such full advance payment in a form and manner acceptable to the prosecution will allow, though not require, the prosecution to withdraw from this agreement at its option.

8. Defendant admits the following facts and agrees that they are not a detailed recitation, but merely an outline of what happened in relation to the charge to which Defendant is pleading guilty:

Sometime in or prior to January 2008, Defendant bought a list of thousands of names and addresses of individuals around the country. He then mass mailed solicitations to participate in a special trust and trade secrets program through which he falsely stated the recipients could become millionaires and receive "free money for life." One of the recipients of Defendant's mass solicitations was a person whose initials are W.V., in the State of Washington. W.V. responded to the solicitation and provided Defendant with his contact information. Over the course of the next nine months or more, through at least October 2008, Defendant communicated extensively with W.V., including by email, about participation in Defendant's trade secrets program and the "Ronald K. Maria Trust."

As part of his scheme to defraud, Defendant made numerous material false statements to W.V. in those communications, including the following: (1) that Defendant had trillions of dollars in the Ronald K. Maria Trust; (2) that Defendant's back-up trustee was the FBI; (3) that Defendant was working with the federal and state governments on deals; and (4) that Defendant was in final negotiations with the State of Hawaii on contracts worth over \$700 Centillion. Defendant further falsely told W.V. that if W.V. sent money to the Ronald K. Maria Trust, then Defendant would license trade secrets to W.V., and include him in the Trust's profitable "deals," such as a "USPS

federal deal" and deals involving gold, a casino and the development of flying cars, and would pay W.V. millions of dollars. After receiving over \$65,000 from W.V., MARIA falsely told W.V. that he could increase his "total cash-out" to approximately \$77 million if W.V. used the equity in his residence and another property and invested the proceeds with MARIA. MARIA falsely stated that he would use a "trade secret method" to repay W.V.'s equity loans on those two properties.

In fact, at the time he made those statements, Defendant knew that he did not have any significant assets in the Ronald K. Maria Trust account or any other account, and that the FBI was not his back-up trustee or in any way involved with the Ronald K. Maria Trust. Defendant further knew at the time that he did not have any deal with the USPS (or United States Postal Service) and that he did not intend to use W.V.'s money for any deals involving gold, a casino or flying cars. Defendant did not intend to license any trade secrets to W.V. or to use W.V.'s money for any trade secrets program. Defendant did not intend to repay W.V.'s equity loans, and knew that he would not provide W.V. with \$77 million, let alone any profit on W.V.'s investment.

In response to Defendant's instructions, and in reliance on Defendant's false statements, W.V. gave Defendant a total of at least \$682,300 in a series of transactions, had income direct deposited into Defendant's account, and made

Defendant the beneficiary on his life insurance policy. In one particular transaction, on May 1, 2008, at Defendant's instructions, W.V. wire transferred \$300,000 from his Bank of America account in the State of Washington to the Ronald K. Maria Trust account, controlled by Defendant, at Hawaii USA Federal Credit Union, in Hawaii. Defendant used that money for his own purposes, including among other things, a \$29,500 down payment on a car, personal credit card payments, and cash withdrawals.

9. Pursuant to CrimLR32.1(a) of the Local Rules of the United States District Court for the District of Hawaii, the parties agree that the charge to which the Defendant is pleading guilty adequately reflects the seriousness of the actual offense behavior and that accepting this Agreement will not undermine the statutory purposes of sentencing.

10. Pursuant to CrimLR32.1(b) of the Local Rules of the United States District Court for the District of Hawaii and Section 6B1.4 of the Sentencing Guidelines, the parties stipulate to the following for the purpose of the sentencing of Defendant in connection with this matter:

a. Factual stipulations: The parties agree that the facts set forth above in paragraph 8 are incorporated herein by reference.

b. Offense level stipulations:

i. The base offense level is 7 (U.S.S.G. § 2B1.1.)

ii. The loss (including all relevant conduct) for guideline purposes is more than \$400,000 but less than \$1,000,000.

iii. The offense was committed through mass marketing.

vi. Defendant's offense did not involve a violation of securities law and, at the time of the offense, Defendant was not an investment adviser, as defined in section 202(a)(11) of the Investment Advisers Act of 1940 (15 U.S.C. § 80b-2(a)(17)).

vii. Defendant did not abuse a position of public or private trust, or use a special skill, in a manner that significantly facilitated the commission or concealment of the offense.

c. The United States Attorney agrees that Defendant's agreement herein to enter into a guilty plea constitutes notice of intent to plead guilty in a timely manner, so as to permit the government to avoid preparing for trial as to Defendant. Accordingly, the United States Attorney anticipates moving in the Government's Sentencing Statement for a one-level reduction in sentencing offense level pursuant to Guideline

§ 3E1.1(b), if defendant is otherwise eligible. The Defendant understands that notwithstanding its present intentions, and still within the Agreement, the prosecution reserves the rights (1) to argue to the contrary in the event of receipt of new information relating to those issues, and (2) to call and examine witnesses on those issues in the event that either the probation office finds to the contrary of the prosecution's intentions or the Court requests that evidence be presented on those issues.

11. The parties agree that notwithstanding the parties' Agreement herein, the Court is not bound by any stipulation entered into by the parties but may, with the aid of the presentence report, determine the facts relevant to sentencing.

12. Pursuant to Section 6B1.4 of the Sentencing Guidelines, the parties state that they dispute whether Defendant knew or should have known that W.V. was a "vulnerable victim." (U.S.S.G. § 3A1.1.)

13. The Defendant is aware that he has the right to appeal the sentence imposed under Title 18, United States Code, Section 3742(a). Defendant knowingly waives the right to appeal, except as indicated in subparagraph "b" below, any sentence within the maximum provided in the statute of conviction or the manner in which that sentence was determined on any of the grounds set forth in Section 3742, or on any ground whatever, in



exchange for the concessions made by the prosecution in this plea agreement.

a. The Defendant also waives his right to challenge his sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under Title 28, United States Code, Section 2255, except that defendant may make such a challenge (1) as indicated in subparagraph "b" below, or (2) based on a claim of ineffective assistance of counsel.

b. If the Court imposes a sentence greater than specified in the guideline range determined by the Court to be applicable to the Defendant, the Defendant retains the right to appeal the portion of his sentence greater than specified in that guideline range and the manner in which that portion was determined under Section 3742 and to challenge that portion of his sentence in a collateral attack.

c. The prosecution retains its right to appeal the sentence and the manner in which it was determined on any of the grounds stated in Title 18, United States Code, Section 3742(b).

14. The Defendant understands that the District Court in imposing sentence will consider the provisions of the Sentencing Guidelines. The Defendant agrees that there is no promise or guarantee of the applicability or nonapplicability of

any Guideline or any portion thereof, notwithstanding any representations or predictions from any source.

15. The Defendant understands that this Agreement will not be accepted or rejected by the Court until there has been an opportunity by the Court to consider a presentence report, unless the Court decides that a presentence report is unnecessary. The Defendant understands that the Court will not accept an agreement unless the court determines that the remaining charges adequately reflect the seriousness of the actual offense behavior and accepting the agreement will not undermine the statutory purposes of sentencing.

16. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. If Defendant persisted in a plea of not guilty to the charges against him he would have the right to a public and speedy trial. The trial could be either a jury trial or a trial by a judge sitting without a jury. The Defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the Defendant, the prosecution and the judge all must agree that the trial be conducted by the judge without a jury.

b. If the trial is a jury trial, the jury would be composed of twelve laypersons selected at random. Defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual bias or other

disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that the Defendant is presumed innocent, and that it could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt.

c. If the trial is held by a judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not he or she was persuaded of the Defendant's guilt beyond a reasonable doubt.

d. At a trial, whether by a jury or a judge, the prosecution would be required to present its witnesses and other evidence against the Defendant. Defendant would be able to confront those prosecution witnesses and his attorney would be able to cross-examine them. In turn, Defendant could present witnesses and other evidence on his own behalf. If the witnesses for the Defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court.

e. At a trial, the Defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify.

17. Defendant understands that by pleading guilty, he is waiving all of the rights set forth in the preceding

paragraph. Defendant's attorney has explained those rights to him, and the consequences of the waiver of those rights.

18. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreement reached, other than those set forth in this Agreement, to induce Defendant to plead guilty.

19. Should the Court refuse to accept this Agreement, it is null and void and neither party shall be bound thereto. The parties understand that the Court's rejection of any stipulation between the parties does not constitute a refusal to accept this Agreement since the Court is expressly not bound by stipulations between the parties.

20. Defendant understands that the prosecution will apprise the Court and the United States Probation Office of the nature, scope and extent of Defendant's conduct regarding the charges against him, related matters, and any matters in

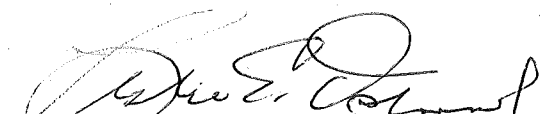
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aggravation or mitigation relevant to the issues involved in sentencing.

DATED: Honolulu, Hawaii, APR 27 2011

AGREED:


FLORENCE T. NAKAKUNI  
United States Attorney  
District of Hawaii



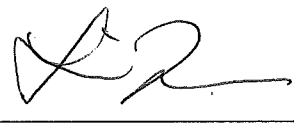
LESLIE E. OSBORNE, JR.  
Chief, Criminal Section



RONALD K. MARIA  
Defendant



AMY K. OLSON  
Assistant U.S. Attorney

FOR 

MYLES BREINER, ESQ.  
Attorney for Defendant

United States v. RONALD K. MARIA  
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