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## Defense Says Whitaker Tried to Save Himself by Claiming the Governor Takes Bribes, All Gov't Officials Corrupt as Trial Tensions Rise

Defense attorneys said Whitaker tried to save himself by telling agents the governor and officials were corrupt, shaping a fourth trial day centered on disputes over the "Steak Out" agreement, entrapment arguments, and efforts to challenge his credibility

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David Whitaker, whose statements about the governor taking bribes and officials being corrupt became a focus of the defense, remains central to disputes over the Steak Out agreement and ARPA-funded invoices. By. WTJX

Federal prosecutors and defense attorneys delivered starkly different narratives Monday as the corruption trial of former Police Commissioner Ray Martinez and former Budget Director Jenifer O’Neal entered its fourth day—an intense session marked by entrapment claims, scrutiny over the legitimacy of the “Steak Out” agreement, and mounting efforts by both defense teams to discredit the government’s cooperating witness, David Whitaker. The defense portrayed Whitaker as a man attempting to save himself from years of criminal exposure, noting that in his cooperation with the federal government he went so far as to claim that the governor takes bribes and that all government officials are corrupt, a move framed as part of a desperate strategy for leniency.

It was a day in which the competing narratives could not have been more pronounced: defense attorneys depicting Whitaker as a career fraudster trying to escape the consequences of his own misconduct, and prosecutors responding with recordings they argued tie both defendants to inflated invoices and ARPA-funded payments at the heart of the case.

### **Oppenheimer’s Argument: A Desperate Felon “Trying to Save Himself”**

Attorney Miguel Oppenheimer, representing Martinez, used much of his cross-examination to depict Whitaker as someone with a long history of deception. He urged jurors to view Whitaker’s testimony as the survival tactic of a “convicted felon” who only became a government witness after the FBI confronted him in 2023 with evidence, including a fraudulent Paycheck Protection Program application claiming \$469,903 in false wage and tax figures.

Whitaker admitted he had pleaded guilty, confirmed multiple interviews with federal agents, and acknowledged submitting fraudulent PPP documentation, including fabricated employee numbers for Mon Ethos and attempts at additional loan applications. When shown his own documents, Whitaker repeatedly stated he “couldn’t remember many things.”

Oppenheimer pressed on, eliciting Whitaker’s admission that he had planted listening devices in government offices and then billed the government to remove the same devices. While Oppenheimer did not explicitly question Martinez’s role in that scheme, Whitaker later acknowledged under separate cross-examination that the plan had been devised jointly by him and Martinez.

The cross-examination also touched on Whitaker’s 2008 federal conviction in Rhode Island, where he operated under the alias David Andrews Chase and admitted stealing millions through his electronics business, Mixitforme, Inc. Although Judge Mark Kearney sustained prosecutors’ objections under Rule 609(b), which generally bars the use of convictions older than ten years, Oppenheimer persisted in using the case to frame Whitaker as a man with an entrenched history of fraud. Whitaker confirmed he recalled being sentenced and ordered to pay over \$10 million in restitution.

Oppenheimer also emphasized Whitaker’s reliance on attorney Joseph Balliro during the creation of the “Steak Out” agreement, arguing this demonstrated a legitimate business initiative rather than a fabricated cover story.

### **The “Steak Out” Agreement Takes Center Stage**

The April 1 memorandum, signed by both Martinez and Whitaker, outlined a joint venture for a restaurant-based show at Don Felito’s Cookshop, incorporating cold-case discussions and culinary segments. The document referenced “transparency” due to Mon Ethos’s existing work with the VIPD and assigned Whitaker responsibility for funding infrastructure tied to the project.

Oppenheimer said the agreement demonstrated that the relationship between Mon Ethos and Martinez was legitimate, that invoices and payments began only after the document was executed, and that Whitaker's claim that it was a cover story emerged only once he feared criminal liability. Whitaker insisted the agreement served as a façade masking payments intended for Martinez's restaurant equipment but conceded he consulted Balliro on how to draft it and that the attorney advised the arrangement was lawful so long as Whitaker did not personally profit.

### **A New Witness: Laptop Visit Raises Questions About June 2024 Activity**

During a brief pause in Whitaker's testimony, the government called Jasmine Blyden, who testified that on June 13, 2024, Martinez appeared at her home unannounced and asked to use her laptop. She said he worked on the device for 15–20 minutes while she was in the kitchen, that she did not see what he was doing, and that she later found no documents indicating what had occurred. She confirmed the FBI seized and searched the laptop months later.

Her testimony follows evidence in a previous proceeding that during this same period, Martinez urged Whitaker to delete messages, destroy phones, and eliminate digital records following the seizure of multiple officials' devices by federal agents.

### **Whitaker Returns to the Stand as O'Neal's Attorney Pursues Entrapment Theory**

When Whitaker resumed the stand, Attorney Dale Lionel Smith, representing O'Neal, began an intense cross-examination that drew repeated objections sustained by the judge. Smith worked to portray Whitaker not only as untrustworthy but as the architect of the alleged scheme, positioning O'Neal as someone manipulated by Whitaker and Martinez.

Smith argued that Whitaker lacked investigative training, held no relevant credentials, and was a longtime friend of Martinez and his wife. He asserted that Whitaker and Martinez, not O'Neal, pursued lucrative forensic-analysis contracts and that the listening-device scandal had been orchestrated by Whitaker and Martinez to generate a fabricated narrative through Whitaker's media platform, USVI News. Whitaker admitted he and Martinez were behind the device-planting operation, saying, "Yes... the crimes involved deceit."

Smith pushed further on the entrapment theory, pointing to Whitaker's extensive cooperation following the exposure of the fraudulent PPP loan and contending that Whitaker deliberately set out to ensnare O'Neal as part of his bid to save himself. Smith also argued that Whitaker disparaged government officials to federal agents, including allegedly stating that "every government official in the Virgin Islands is corrupt" except Anthony Thomas, who worked for Whitaker at Mon Ethos. Whitaker said he may have made such statements.

Smith maintained that O'Neal had no knowledge of an inflated invoice or any criminal plan. Whitaker responded, "You don't sit around with people you're doing crimes with saying you're committing crimes. But it was pretty clear what we were doing."

### **Government Recross Uses O'Neal's Own Words**

To counter the entrapment claim, prosecutors introduced an audio excerpt in which Whitaker told O'Neal, "He pushed me that \$70,000 on that invoice, and get him paid." The government said this demonstrated O'Neal's awareness of the manipulated invoice amounts and undercut the defense's claim that she was detached from the scheme.

Prosecutors also addressed a recurring timeline issue raised by both defense teams, explaining that Whitaker's cooperation with authorities began in September 2023, months after Martinez and O'Neal had already signed the \$1.4 million Mon Ethos contract.

### **Wire Fraud Testimony: FirstBank IT Director Explains Why Wires Cross State Lines**

The government next called Miguel Mejias, Director of Information Technology Operations at FirstBank, who testified that all FirstBank wire transfers pass through servers in Puerto Rico and then route through the Federal Reserve's Fedwire system. The testimony was used to establish the interstate elements required for wire-fraud charges.

### **New Witness: Yacht Haven Grande Manager Links \$17,730 Payment to O'Neal**

The government then called Yacht Haven Grande General Manager Charles Irons, who has worked there for 13 years. Irons testified that Mon Ethos wired \$17,730 on April 15, 2024, labeled "Payment to Yacht Haven Grande for Jenifer O'Neal for lease payment." Irons said the payment was "odd," noting that unrelated tenants rarely submit payments for others. He confirmed the funds were applied to the lease for Java Grande, which O'Neal operates.

Smith countered that the payment was for Java Grande rather than O'Neal personally and claimed Mon Ethos owed back rent. Although an objection was overruled, the government secured a key clarification on recross. When asked who operates Java Grande, Irons replied, "Jenifer O'Neal."

The government expects to call two more witnesses today. Closing arguments may begin as early as Wednesday before the case is submitted to the jury.

Three elements now shape the courtroom battle: the defense's aggressive attempt to dismantle Whitaker's credibility by portraying him as a seasoned fraudster seeking leniency; the dispute over whether the Steak Out agreement was legitimate or a cover story; and the government's effort to anchor its allegations to recordings, documents, and third-party testimony. The coming days will determine whether the defense's attacks resonate more strongly than the prosecution's financial and documentary trail.