

Prosecutors Urge Court to Reject Ray Martinez and Jenifer O’Neal Bids for Acquittal and New Trial

In opposing post-conviction motions, prosecutors said the jury’s verdicts were supported by invoices, bank records, texts, wire transfers, recorded calls and conduct they say showed an ongoing exchange involving inflated invoices and personal benefits.

Federal / **Published On April 29, 2026 06:20 AM /**

Janeke Simon **April 29, 2026**

Image not found or type unknown



Ray Martinez, center in left image, and Jenifer O’Neal, right, are seeking acquittals and new trials as federal prosecutors argue the jury’s guilty verdicts were fully supported by the evidence presented at trial. By. ERNICE GILBERT, V.I. CONSORTIUM.

Federal prosecutors are urging the court to reject [post-conviction attempts](#) by former Police Commissioner Ray Martinez and former Office of Management and Budget Director Jenifer

O'Neal to overturn their convictions or secure a new trial, arguing that the jury's guilty verdicts were fully supported by the evidence presented in court.

In filings responding to both defendants, prosecutors said the government's case did not rest on uncorroborated testimony, but on a wider body of records, documents, recorded conversations, wire transfers, invoices, and conduct that, they argue, established an ongoing corrupt arrangement involving inflated invoices, personal benefits, and official action.

As to Mr. Martinez, prosecutors said his motion for acquittal rests on three flawed claims, beginning with the argument that cooperating witness David Whitaker's criminal background made the government's case legally insufficient. Prosecutors said that argument fails because Whitaker's account was "corroborated by bank records, invoices, contract documents, text messages, recorded calls, wire confirmations, and the defendant's own conduct."

They pointed specifically to a payment of more than \$325,000 to Whitaker that they said was tied to an inflated invoice connected to the third Boston trip. According to the filing, recorded calls captured Whitaker telling Martinez he wanted to increase the invoice to cover the trip, and Martinez approved a \$40,000 increase. Prosecutors also pointed to another recorded discussion in which the two men allegedly talked about inflating a separate invoice by \$70,000. They argued that the jury was entitled to view those payments as part of a continuing corrupt exchange in which public funds were inflated to provide personal benefits, including luxury travel.

In challenging Whitaker's credibility, prosecutors wrote that Mr. Martinez "misses the mark entirely," because his testimony was accompanied by what they called "overwhelming corroborating evidence that independently established the scheme." They further argued that a corrupt agreement does not need to be expressly stated to be proven. Instead, they said, "a corrupt agreement may be inferred from the defendants' conduct, the timing of payments, and the surrounding circumstances," and "intent to engage in bribery may be established through circumstantial evidence, including patterns of payments and official acts."

According to prosecutors, the evidence showed that by November 2022, Whitaker was trying to move unpaid invoices through the system while Martinez was trying to get his restaurant operating. After that initial interaction, prosecutors said, Whitaker began paying for Martinez's personal expenses, including restaurant equipment, luxury travel, house rental payments, and tuition for Martinez's children. Martinez, in turn, "approved invoices, signed the \$1.4 million contract, and agreed to sign off on inflated invoices that generated additional funds for noncontractual personal uses," prosecutors wrote. They described that as "a sustained exchange of benefits for official action."

Prosecutors also rejected the defense argument that the Steak Out show development agreement provided a legitimate explanation for the transactions between Whitaker and Martinez. "The law does not require the jury to accept a facility lawful explanation when the broader evidence demonstrates a corrupt arrangement," the motion states. They also pushed back on Martinez's claim that he performed no qualifying official acts tied to any quid pro quo arrangement. Prosecutors argued that he did not need to be the final decisionmaker or to have engaged in one isolated act. Instead, they said the relevant question was whether he "exercised governmental authority in connection with public business." They contended that he did so by approving Mon Ethos invoices, facilitating the processing of inflated invoices, and signing a million-dollar government contract awarded to the company. "He also used his position as Police Commissioner to accelerate the payment process," the motion states.

The filing also argues that even if Martinez were to succeed in challenging the bribery count, the other convictions would still stand. Prosecutors said “The money-laundering evidence was independently strong,” and that “The obstruction counts were supported by more than sufficient evidence.” They argued that the jury reasonably concluded Martinez’s promissory note, created in June 2024 but dated August 2023, was “false, backdated, and created to obstruct the federal investigation.”

As for Ms. O’Neal, prosecutors argued that the evidence showed she knowingly joined the fraudulent scheme. They said that as director of the Office of Management and Budget, she “knowingly approved an inflated invoice” for Whitaker’s company and later accepted a \$17,730 lease payment for her business that came from that inflated invoice. Prosecutors rejected her claim that the evidence against her was insufficient and argued that her conviction was not the product of being tried alongside Martinez, but of the jury’s finding that she also acted unlawfully in her official capacity.

According to the government, O’Neal knew that one of the padded invoices had been inflated to generate enough money for a down payment on a lease for her personal business. Prosecutors said she participated in discussions between Martinez and Whitaker about how those funds would be used, confirmed the final amount that should be wired to her, and then received the payment Whitaker sent. “Taken together, this evidence shows that O’Neal conspired with Martinez to commit an official act in exchange for a payment from funds obtained from a fraudulently inflated invoice,” prosecutors wrote.

Prosecutors also argued that O’Neal’s request to now be tried separately from Martinez comes too late. Because her attorneys never sought severance at any earlier point in the case, they wrote, the issue is now moot.

Having argued that the verdicts were lawfully supported, prosecutors concluded that there is no basis for a new trial either. “The jury saw evidence of corrupt payments, reviewed associated text messages, heard recorded calls, and received the contract and the corresponding wire transfers. Based on that evidence, the jury returned guilty verdicts on all counts. There was no error—constitutional or otherwise—that would warrant a new trial.”