

ORIGINAL

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

JAN 5 2017 SW
at 9 o'clock and 54 min. A.M.
SUE BEITIA, CLERK

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Attorneys for the United States

UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

UNITED STATES OF AMERICA,
Plaintiff,
v.
RANSEN TAITO,
Defendant.

Case No. CR 18-0001-JMS

PLEA AGREEMENT

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 General Jefferson B. Sessions III, and the Defendant, Ransen Taito, and his attorney, Michael J. Green, have agreed upon the following:

1. Defendant acknowledges that he has been charged in an Information with violating Title 18, U.S.C., Section 371-Conspiracy. Defendant understands that the offense to which Defendant is pleading guilty has the following elements:

- a. There was an agreement between two or more persons to commit an offense against the United States, that is, to obstruct justice in violation of Title 18, U.S.C., Sections 1512(c) and 1519;¹
- b. The defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and
- c. One of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

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

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

¹ The element for these offenses are:

Title 18, U.S.C., Sections 1512(c):

1. The defendant obstructed, influenced, or impeded any official proceeding, and
2. The defendant acted corruptly.

The term "corruptly" must reflect some consciousness of wrongdoing.

Title 18, U.S.C., Section 1519:

1. That the defendant altered, concealed, covered up, falsified or made a false entry into any record, document, or tangible object;
2. That the defendant did so with intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of an agency or department of the United States, or any department or agency of the United States; and
3. That the defendant did so knowingly.

4. Defendant will waive indictment and will enter a voluntary plea of guilty to the Information charging him with Conspiracy, in violation of Title 18, U.S.C., Section 371.

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 Conspiracy and agrees that his 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. up to 5 years imprisonment;
- b. a fine of up to \$250,000;
- c. a term of supervised release of not more than three years, and
- d. a \$100 special assessment.

Defendant agrees to pay \$100 for the 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 facts contained in the attached “FACTUAL RESUME” and its Exhibits are true, 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.

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 admissions, see ¶ 8 above.
- b. Offense level stipulations:
 - (1) Base offense level [USSG § 2J1.2] +14
 - (2) Acceptance of responsibility [USSG § 3E1.1(a)] -2

The parties further agree that other guideline sections may be applicable to Defendant’s case.

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. The Defendant is aware that he has the right to appeal his conviction and the sentence imposed. Defendant knowingly waives the right to appeal, except as indicated in subparagraph "b" below, his conviction and any sentence within the maximum provided in the statute(s) of conviction or the manner in which that sentence was determined, 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 conviction or 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 United States 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 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).

13. 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 non-applicability of any Guideline or any portion thereof, notwithstanding any representations or predictions from any source.

14. 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 charge adequately reflects the seriousness of the actual offense behavior and accepting the agreement will not undermine the statutory purposes of sentencing.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 aggravation or mitigation relevant to the issues involved in sentencing.

20. The Defendant agrees that he will fully cooperate with the United States.

a. He agrees to testify truthfully at any and all trials, hearings, or any other proceedings at which the prosecution requests him to testify, including, but not limited to, any grand jury proceedings, trial proceedings involving codefendants and others indicted later in the investigation, and related civil proceedings.

b. Defendant agrees to be available to speak with law enforcement officials and to representatives of the United States at any time and to give truthful and complete answers at such meetings, but he understands he may have his counsel present at those conversations, if he so desires.

c. Defendant agrees he will not assert any privilege to refuse to testify at any grand jury, trial, or other proceeding, involving or related to the crime in the Information or any subsequent charges related to this investigation, at which the prosecution requests him to testify.

d. Pursuant to § 1B1.8(a) of the Sentencing Guidelines, the prosecution agrees that self-incriminating information provided pursuant to this Agreement to cooperate will not be used in determining the applicable guideline range, except as may be provided in this Agreement and under § 1B1.8(b) of the Sentencing Guidelines.

21. In the event that the Defendant does not breach any of the terms of this Agreement but the Court nonetheless refuses to accept the Agreement after Defendant has made statements to law enforcement authorities or representatives of the United States pursuant to this Agreement, the prosecution agrees not to use said statements in its case in chief in the trial of the Defendant in this matter. Defendant understands that this does not bar the use of information and evidence derived from said statements or prohibit the use of the statements by the prosecution in cross-examination or rebuttal.

22. Pursuant to Guideline Section 5K1.1 and Rule 35(b), Federal Rules of Criminal Procedure, the prosecution may move the Court to depart from the Guidelines on the ground that the Defendant has provided substantial assistance to authorities in the investigation or prosecution of another person who has committed an offense. Defendant understands that:

a. The decision as to whether to make such a request or motion is entirely up to the prosecution.

b. This Agreement does not require the prosecution to make such a request or motion.

c. This Agreement confers neither any right upon the Defendant to have the prosecution make such a request or motion, nor any remedy to Defendant in the event the prosecution fails to make such a request or motion.

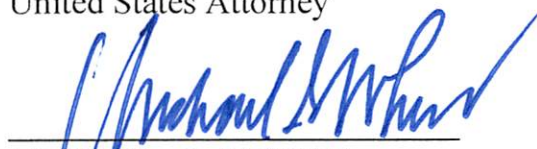
d. Even in the event that the prosecution makes such a request or motion, the Court may refuse to depart from the Guidelines or to impose a sentence below the minimum level established by statute.

DATED: Honolulu, Hawaii, 04 January 2018.

AGREED:

JEFFERSON B. SESSIONS III
United States Attorney General

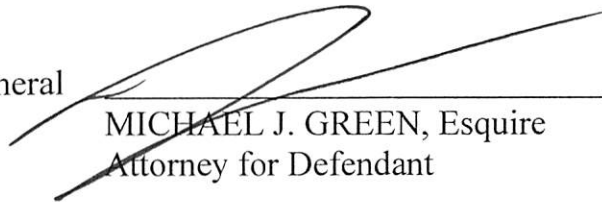
ADAM L. BRAVERMAN
United States Attorney



MICHAEL G. WHEAT
ERIC J. BESTE
JANAKI S. GANDHI
COLIN M. MCDONALD
Special Attorneys to the Attorney General



RANSEN TAITO
Defendant



MICHAEL J. GREEN, Esquire
Attorney for Defendant

FACTUAL RESUME TO PLEA AGREEMENT

United States v. Ransen Taito

I, RANSEN TAITO, after reviewing the following with my attorney, declare under penalty of perjury that the following facts are true and correct:

1. In or about 2004, a Hawaii state court appointed Katherine Kealoha (Kealoha) (charged elsewhere) as a guardian for RANSEN TAITO (TAITO) and his sister, A.T., and ordered Kealoha to create individual trust accounts for TAITO and A.T. to hold over \$167,000 for the benefit of TAITO and A.T. For many years thereafter, Kealoha occupied a position of trust and confidence for TAITO and A.T.

2. In or about May 2004, Kealoha opened two separate trust accounts at American Savings Bank (ASB): one for TAITO (ASB x7132) and one for A.T. (ASB x7131) (collectively referred to as "the Trust Accounts"). Kealoha deposited \$83,884.91 into each account on behalf of TAITO and A.T. Pursuant to a state court order, all disbursements and transactions (other than the payment of taxes) associated with these trust accounts were to be approved by Kealoha, Attorney 1 (co-counsel in the state court guardianship case), and the court. The court also ordered that Kealoha file a "final accounting" with the court within thirty (30) days after TAITO and A.T. reached the age of majority (18 years old). But, in contravention of the court order, and unbeknownst to TAITO, Kealoha included only herself as the trustee and authorized signatory on the Trust Accounts, and never sought or obtained authorization from Attorney 1 or the court when withdrawing funds from the Trust Accounts.

3. Between May 2004 and February 2012, without notice to or approval from TAITO, A.T., Attorney 1, or the court, Kealoha used almost all the funds in the Trust Accounts to pay for the personal expenses of Kealoha and her husband Louis Kealoha (charged elsewhere).

4. On or about August 10, 2010, after TAITO's eighteenth birthday, Kealoha prepared a document entitled "APPROVAL BY BENEFICIARY OF FINAL ACCOUNTING," which falsely represented that TAITO had received ASB x7132 and the funds contained therein by the time he turned eighteen. Although TAITO had not received these funds, Kealoha caused him to sign this false document by claiming that the trust funds in ASB x7132 had been improperly

FACTUAL RESUME TO PLEA AGREEMENT

United States v. Ransen Taito

spent on TAITO's mother, and convincing TAITO that his mother could get into trouble if he did not sign the false document. After inducing TAITO to sign this false document, and causing the forged signature of an alleged witness to be added, Kealoha filed the document and several exhibits (including a fabricated account statement for ASB x7132-- *Copies of the false and true documents are attached to this Factual Resume as Exhibit 1*) with the Hawaii State Court in Case No. "FC-G No. 04-1-0004."

5. Approximately one year later, on or about August 12, 2011, Kealoha asked TAITO to come to her office at the Department of the Prosecuting Attorney to sign additional documents related to TAITO's trust. Kealoha again induced TAITO to sign these documents by falsely claiming that if TAITO did not sign the additional documents, his mother could be returned to jail. Following Kealoha's instructions, TAITO visited Kealoha at her office and signed a document entitled "APPROVAL BY BENEFICIARY OF FINAL ACCOUNTING" that Kealoha had created. Similar to the prior false documents, this document falsely stated that TAITO had received all trust funds to which he was entitled (including ASB x7132). Kealoha then filed that false document (along with several others) in Hawaii State Court, Case No. G 04-1-0004. (*A copy of the fraudulent APPROVAL BY BENEFICIARY OF FINAL ACCOUNTING is attached to this Factual Resume as Exhibit 2.*)

6. On numerous occasions in 2011 and 2012, Attorney 1 asked Kealoha about the status and disposition of the Trust Accounts. Kealoha refused to provide accurate information to Attorney 1 about the accounts, and concealed the fact that Kealoha had misappropriated almost \$150,000 from the Trust Accounts.

7. On or about May 10, 2012, in response to the inquiries from Attorney 1, Kealoha convinced TAITO to sign a false document about the Trust Accounts entitled "Statement of Ransen Taito." This document created by Kealoha falsely stated that TAITO had received over \$83,884.91 from the trust by the time TAITO turned eighteen. At Kealoha's instruction, TAITO signed this false document before a notary public.

FACTUAL RESUME TO PLEA AGREEMENT

United States v. Ransen Taito

8. On or about June 28, 2012, Kealoha sent the false "Statement of Ransen Taito" to Attorney 1, in response to Attorney 1's persistent inquiries into Kealoha's resolution of the guardianship case when TAITO turned eighteen.

9. On or about January 31, 2015, Kealoha met with TAITO and A.T. at Tanaka Saimin, in Honolulu, Hawaii, and said that she had failed to close out their guardianship cases. Kealoha also told TAITO and A.T. that she (Kealoha) could not give them the lump sum of money from their Trust Accounts because the accounts had been "penalized" when she (Kealoha) withdrew money from the accounts to give to TAITO's and A.T.'s mother. Kealoha then offered to begin paying \$500 per month to A.T. until Kealoha had the remaining funds that could be used to repay TAITO and A.T.

The Agreement to Obstruct the Federal Investigation

10. In or about 2016, TAITO became aware that Kealoha was under investigation by the Federal Bureau of Investigation (FBI) and a Federal grand jury in the United States District Court for the District of Hawaii (USDC-Hawaii), and that Kealoha's actions related to the Trust Accounts could become the subject of that investigation. During 2016-2017, TAITO agreed with Kealoha and others to corruptly obstruct that investigation by, among other things, refusing to speak with FBI agents, avoiding service of a grand jury subpoena, preparing to testify falsely before the grand jury, testifying falsely before the grand jury, discussing the substance of the false testimony after the grand jury appearance, creating false and misleading documents with the intent to corruptly obstruct, influence and impede the investigation of the grand jury and the FBI, and causing such false documents to be provided to the FBI.

11. On or about April 14, 2016, after the FBI attempted to contact A.T. and TAITO about subpoenas to appear before the Federal grand jury, TAITO telephoned Kealoha to find out what was happening and why they were being subpoenaed. Kealoha assured TAITO that everything was fine, that Kealoha would take care of it, that TAITO and A.T. could refuse to talk

FACTUAL RESUME TO PLEA AGREEMENT

United States v. Ransen Taito

to the FBI, and that if the FBI contacted them again they should call her or Attorney 2 (whom Kealoha said would be their attorney).

12. On or about April 20, 2016, Kealoha told TAITO and A.T. that because of the subpoenas, they would have to “go to court” to testify. Kealoha advised TAITO and A.T. not to tell the truth to the grand jury, saying that if TAITO and A.T. did not continue to say that they had received all of the money from the Trust Accounts, then Kealoha and TAITO’s mother could go to jail. Kealoha also falsely claimed that she was the only person who could help TAITO and A.T. recover their money, and told them that the FBI would not be able to get their Trust Money back for them.

13. On April 21, 2016, Kealoha met with TAITO and A.T. before their scheduled appearance before the grand jury, confirmed the plan for them to provide false testimony to the grand jury, and coached them as to how to answer questions in the grand jury. Kealoha later introduced TAITO and A.T. to Attorney 2, who escorted TAITO to the USDC-Hawaii while A.T. stayed with Kealoha at a nearby restaurant.

14. On April 21, 2016, TAITO appeared before the Federal grand jury in USDC-Hawaii, and after being placed under oath and advised of his rights and obligations as a witness, proceeded to falsely claim to the grand jury that he had received all of his trust money from Kealoha, and to provide other false and misleading testimony on this point, just as Kealoha had instructed him.

15. When A.T. was called to testify before the grand jury, Kealoha directed A.T. to meet Attorney 2 at the USDC-Hawaii, and advised A.T. to carry out the obstructive plan and contact Kealoha immediately after completing A.T.’s testimony.

16. On or about April 21, 2016, after completing their testimony before the grand jury, TAITO and A.T. communicated with Kealoha and arranged to meet her at the Like Like Drive Inn on Keeaumoku Street in Honolulu, Hawaii. After keeping them waiting outside the Like Like for some time, Kealoha called TAITO and A.T. into the restaurant and questioned them about what

FACTUAL RESUME TO PLEA AGREEMENT

United States v. Ransen Taito

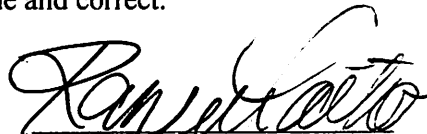
had happened in the grand jury. TAITO and A.T. described to Kealoha their false and misleading testimony, and Kealoha said she was pleased and approved of their actions. Kealoha then provided TAITO with various pieces of paper and pens with different color inks, and directed them to sign the papers using different color ink pens.

17. On or about May 13, 2016, Kealoha provided to Attorney 2 the false and misleading documents signed by TAITO and A.T., and caused Attorney 2 to provide them to the FBI.

18. TAITO continued the agreement to obstruct, impair and impede the federal investigation until approximately October 2017, when he learned about the indictment returned by the federal grand jury and the allegations concerning Kealoha's misappropriation from the Trust Accounts.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: 1/3/2018


RANSEN TAITO
Defendant

United States v. RANSEN TAITO

Factual Resume

EXHIBIT 1



Statement of Account

Last statement: September 30, 2009
This statement: December 31, 2009
Total days in statement period: 92

Page 1

Direct inquiries to:
808 627-8900

American Savings Bank
P O Box 2300
Honolulu HI 96804-2300

KATHERINE KEALOHA TR
KATHERINE TAPPO TRUST
1018 KEALAGLU AVE
HONOLULU HI 96816

002877

0

Summary of Account Balance



Date	Description	Additions	Subtractions	Balance
09-30	Beginning balance			\$84,587.18
10-31	Interest Credit	28.74		84,615.92
11-30	Interest Credit	27.82		84,643.74
12-31	Interest Credit	28.76		84,672.50
12-31	Ending totals	85.32	.00	\$84,672.50

Annual percentage yield earned	0.40%
Interest-bearing days	92
Average balance for APY	\$84,615.61
Interest earned	\$85.32

False account statement from 9/30/09 - 12/31/09



Statement of Account

Last statement: September 30, 2009
 This statement: December 31, 2009
 Total days in statement period: 92

Page 1

KATHERINE KEALOHA TR
 RANSEN TAITO BENE
 1018 KEALAOLU AVE
 HONOLULU HI 96816

Direct inquiries to:
 808 627-6900

American Savings Bank
 P O Box 2300
 Honolulu HI 96804-2300

0

Summary of Account Balance

Account	Number	Ending Balance
Statement Savings		\$55,719.06

Statement Savings

Account number

Interest paid year to date \$99.43

Date	Description	Additions	Subtractions	Balance
09-30	Beginning balance			\$55,699.76
10-31	#Interest Credit	7.09		55,706.85
11-30	#Interest Credit	6.87		55,713.72
12-31	#Interest Credit	5.34		55,719.06
12-31	Ending totals	19.30	.00	\$55,719.06

Annual percentage yield earned 0.14 %
 Interest-bearing days 92
 Average balance for APY \$55,706.78
 Interest earned \$19.30

True account statement from 9/30/09 - 12/31/09

United States v. RANSEN TAITO

Factual Resume

EXHIBIT 2

Driver's License as identification to have my name remain as the sole owner of the accounts stated above.

3. After a discussion with my Personal Representative, I added the name of Marlene Drew to these account, and on my life insurance policy, as the sole beneficiary. Marlene Drew is my Grandmother, who I reside with at 46-313 Halualani Place, Kaneohe, Hawaii 96744.

4. I do hereby approve the Supplemental Final Accounting of the Guardian Katherine P. Kealoha.

5. In consideration thereof, I hereby release and discharge said Guardian of my Property, Katherine P. Kealoha, from all liability and responsibility whatsoever in connection with the above distribution, and further agree for myself and my Representative to indemnify and hold harmless Katherine P. Kealoha, from and against all liability, loss, cost and expense whatsoever, including reasonable attorney's fees which may be incurred in the event any of the said distribution is determined to be improper or in excess of the amount due me.

Dated: August 12, Honolulu, Hawaii, 2011.

Ransen C. Taito
Ransen C. H. P. Taito

aa
N.P.

Witness:

Print/Sign See Attached Notary

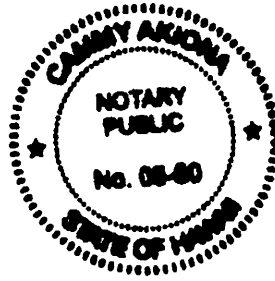
Date: 08/12/11

INDIVIDUAL

STATE OF HAWAII,
City and County of Honolulu. } ss:

On this 12th day of August, A. D. 2011, before me personally appeared
Ransen C. Taito

to me known to be the person — described in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and deed.



Cammy Akiona
Notary Public, State of Hawaii.

My Commission Expires April 13, 2012

OP-014

Doc. Date:	<u>08/12/11</u>	# Pages:	<u>3</u>
Notary Name:	<u>Cammy Akiona</u>	<u>FIRST</u>	Circuit
Doc. Description:	<u>Approval By Beneficiary of Final Accounting</u>		
Notary Signature	<u>Cammy Akiona</u>	Date	<u>08/12/11</u>

