UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:25-cr-123-AGM-DCI

JONATHAN P. MARONEY

NOTICE OF MAXIMUM PENALTIES, ELEMENTS OF OFFENSE, PERSONALIZATION OF ELEMENTS AND FACTUAL BASIS

The United States of America, by Gregory W. Kehoe, United States Attorney for the Middle District of Florida, hereby files this Notice of Maximum Penalties, Elements of Offense, Personalization of Elements and Factual Basis, stating as follows:

ESSENTIAL ELEMENTS

The essential elements of Counts One through Five, wire fraud, in violation of 18 U.S.C. § 1343, are as follows:

First: the defendant knowingly devised or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises;

Second: the false pretenses, representations, or promises were about a material fact;

Third: the defendant acted with the intent to defraud; and

Fourth: the defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

PENALTIES

The penalties for the offense charged in Counts One through Five of the Indictment are imprisonment of not more than 20 years, a fine of $250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of not more than three years, and a special assessment of $100, per felony count.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

Additionally, the defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, a money judgment of at least $17,426,907.00, which amount represents the proceeds obtained by the defendant as a result of the scheme charged in Counts One through Four.

PERSONALIZATION OF ELEMENTS

Count One

First: In the Middle District of Florida and elsewhere, did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud someone?

Fourth: On or about May 7, 2020, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is a $100,000 interstate wire from J. S.'s Synchrony Bank account x3992 to Harbor City Capital Corp.'s Wells Fargo account x4389?

Count Two

First: In the Middle District of Florida and elsewhere, did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud someone?

Fourth: On or about July 8, 2020, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is a $100,000 interstate wire from J. S.'s Synchrony Bank account x3992 to Harbor City Capital Corp.'s Wells Fargo account x4389?

Count Three

First: In the Middle District of Florida and elsewhere, did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud someone?

Fourth: On or about July 13, 2020, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is a $100,000 interstate wire from J. S.'s Synchrony Bank account x3992 to Harbor City Capital Corp.'s Wells Fargo account x4389?

Count Four

First: In the Middle District of Florida and elsewhere, did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud someone?

Fourth: On or about July 13, 2020, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is a $140,000 interstate wire from M.D.'s Suncoast Credit Union account x1193 to Harbor City Capital Corp.'s JP Morgan Chase account x7215?

Count Five

First: In the Middle District of Florida and elsewhere, did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud someone?

Fourth: On or about August 10, 2020, did you transmit or cause to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud, that is a $100,000 interstate wire from G.H.'s Suncoast Credit Union account x8332 to Harbor City Capital Corp.'s JP Morgan Chase account x7215?

FACTUAL BASIS

Overview

From at least in or about May 2015 and continuing through in or about April 2021, the defendant, Jonathan P. Maroney, raised at least $17,426,907.00 through a series of unregistered fraudulent securities offerings in several entities formed and controlled by Maroney and a company, Harbor City Capital Corp. ("Harbor City"), that Maroney had founded and for which he served as its Chief Executive Officer. The offerings were in a company called Harbor City Ventures, LLC ("HC Ventures"), and five "special purpose" entities, HCCF-1 LLC, HCCF-2 LLC, HCCF-3 LLC, HCCF-4 LLC and HCCF-5 LLC (collectively referred to as the "HC SPEs"). Harbor City served as the Manager of the HCCF-1 through HCCF-4 offerings, and another company created and controlled by Maroney, Harbor City Digital Ventures, Inc. ("HC Digital"), served as their "Operator." HCC Media Funding, LLC ("HCC Media"), controlled by Maroney, served as both the Manager and Operator of the HCCF-5 offering.

The securities sold were in the form of either promissory notes, funding agreements, or "high yield, secured bonds" (in the case of the HC SPEs), promising returns ranging from 1% to 5% per month. The purported purpose of the offerings was to provide bridge funding for Harbor City's and its related companies' customer lead generation sales businesses. Investors were solicited primarily through Harbor

City's website and a series of online marketing videos featuring Maroney posted on YouTube.

Maroney, often through Harbor City, HC Ventures, the HC SPEs, HC Digital, or HCC Media (collectively referred to as Maroney's "entities"), orally and in offering materials, made material misrepresentations and omissions to investors and engaged in a scheme to defraud investors. Specifically, despite statements made by Maroney and his entities in the offering materials that investor funds would be used to finance Harbor City's customer lead generation campaigns, Maroney was, in fact, operating a Ponzi scheme.

For most of the time that Maroney perpetrated his scheme, Harbor City generated no significant revenues from its customer lead generation businesses or from any other venture. Instead, Maroney's primary source of funds was what he raised from his investors. Of the over $17 million that he obtained from investors based on his fraudulent securities offerings, Maroney misappropriated approximately $4.48 million of it, which Maroney diverted for his own personal use. Maroney also misused approximately $1.4 million of investor money by making payments to other entities unrelated to the supposed purpose of the offerings. In an effort to conceal the fraudulent nature of his securities offerings and to perpetuate his scheme, Maroney distributed at least $5 million of investor funds to other investors under the guise that the payments were what was owed on their securities when, in fact, as Maroney knew, they were Ponzi payments (*i.e.*, payments made to existing investors using funds raised from new investors).

Maroney also made other false claims and omissions to investors regarding, among other things, Harbor City's purported UCC lien filings and its "Standby Line of Credit," and his prior disciplinary history with Alabama securities regulators.

Entities

Harbor City is a Nevada corporation formed in December 2014 with its principal place of business in Melbourne, Florida. Harbor City and its securities were never registered with the Securities and Exchange Commission (the "Commission") in any capacity. Harbor City filed a Form D Notice of Exempt Offering of Securities with the Commission on January 29, 2019, seeking to raise $1,000,000 in debt securities with a $50,000 minimum investment amount purportedly under a Rule 506(c) exemption.

HC Ventures is a Nevada limited liability company established in 2014 with its principal place of business in Melbourne, Florida. HC Ventures and its securities were never registered with the Commission in any capacity.

HCCF-1 is a Nevada limited liability company formed in August 2018 with its principal place of business in Melbourne, Florida. HCCF-1 is wholly-owned and managed by Harbor City. HCCF-1 and its securities were never registered with the Commission in any capacity.

HCCF-2 is a Nevada limited liability company formed in April 2019 with its principal place of business in Melbourne, Florida. HCCF-2 is wholly-owned and managed by Harbor City. HCCF-2 and its securities were never registered with the Commission in any capacity.

HCCF-3 is a Wyoming limited liability company formed in September 2019 with its principal place of business in Melbourne, Florida. HCCF-3 is wholly-owned and managed by Harbor City. HCCF-3 and its securities were never registered with the Commission in any capacity.

HCCF-4 is a Wyoming limited liability company formed in November 2019 with principal place of business in Melbourne, Florida. HCCF-4 is wholly-owned and managed by Harbor City. HCCF-4 and its securities were never registered with the Commission in any capacity.

HCCF-5 is a Wyoming limited liability company formed in July 2020 with its principal place of business in Melbourne, Florida. HCCF-5 is wholly-owned and managed by Harbor City. HCCF-5 and its securities were never registered with the Commission in any capacity.

HC Digital is a Nevada corporation established in 2017 with its principal place of business in Melbourne, Florida. HC Digital was the "Operator" of the HCCF-1, HCCF-2, HCCF-3 and HCCF-4 offerings.

HCC Media is a Wyoming limited liability company established in 2020 with its principal place of business in Melbourne, Florida. HCC Media was both the Manager and "Operator" of the HCCF-5 offering.

The Defendant

Maroney resides in Brevard County, in the Middle District of Florida. At times relevant to this case, Maroney was the founder, Chief Executive Officer, and President of Harbor City, and the President of HC Digital. He also was the sole Manager of HC Ventures, HCC Media, and each of the HC SPEs. In June 2020, the Alabama Securities Commission issued a cease and desist order prohibiting Maroney, Harbor City, and HC Digital from offering or selling securities in the state.

The Defendant's Unregistered Securities Offerings

From at least in or about 2015, continuing through in or about April 2021, Maroney, through Harbor City, HC Ventures, the HC SPEs, HC Digital, and HCC Media, raised more than $17 million from more than 100 investors nationwide through a series of unregistered fraudulent securities offerings. Initially, starting in about May 2015, the securities sold were in the form of either promissory notes or agreements entitled "Unsecured Promissory Notes" and "Fixed-Rate Funding Agreements" issued by HC Ventures, an affiliated entity Maroney controlled.

These earlier notes and agreements offered investors interest rates varying from 2% to 5% per month for terms ranging from 12 to 36 months. Investors in those instruments were promised a full return of their investment principal upon maturity.

Beginning in late 2018, the securities sold took the form of "high yield, secured bonds" issued by the five "special purpose" entities formed and controlled by Maroney—first, through HCCF-1, followed by HCCF-2, HCCF-3, HCCF-4, and HCCF-5. The so-called high yield, secured bonds issued in the HC SPEs offerings promised interest rates that varied from 1% to 1.5% per month. The bonds were offered in 1, 2, 3 or 5 year terms, with a guaranteed return of investment principal at maturity. Harbor City served as the Manager of the HCCF-1 through HCCF-4 offerings, and another Maroney controlled company, HC Digital, served as their "Operator." HCC Media, also controlled by Maroney, served as both the Manager and Operator of the HCCF-5 offering.

The following chart lists the date, term and rate of return for each of the Harbor City offerings and the securities issued:

Issuer	Offering Start Date	Bond Terms	Monthly Returns	Annual Returns
HC Ventures	May 1, 2015	1 Year 2 Year	2% to 5%	24% to 60%

		3 Year		
HCCF-1	December 18, 2018	2 Year	1.5%	18%
HCCF-2	January 28, 2019	1 Year	1.5%	18%
HCCF-3	July 1, 2019	1 Year	1 5%	18%
HCCF-4	November 24, 2019	1 Year	1%	12%
HCCF-5	July 24, 2020	1 Year 3 Year 5 Year	0.8333% 1.0% 1.167%	10% 12% 14%

Maroney falsely represented to investors that proceeds from the offerings would be used to provide "bridge funding" for Harbor City's business of generating online customer lead campaigns for other businesses. A customer lead generation campaign is essentially the process of capturing online interest in a service or product for the purpose of developing sales leads. Maroney claimed that companies contracted with Harbor City in advance for an agreed upon quantity of new customer leads for their business, on a cost-per-lead basis. HC Ventures was the entity responsible for conducting the lead generation campaigns for the earlier offering involving the promissory notes and funding agreements. As for the HC

SPEs bond offerings, the proceeds were to be "loaned" to either HC Digital or HCC Media, which were the entities charged with managing the SPEs and administering the internet lead generation campaigns.

According to the offering documents, the leads generated from the campaigns were to be sold at a substantial profit to Harbor City's "pipeline" of business clients within the "$200 Billion internet advertising sector." From the resulting profits, investors were supposed to receive monthly interest payments followed by the return of their principal when their notes or bonds mature. With each new offering, Maroney, through Harbor City, touted his plan to "expand into as many as 100 online vertical industries." For example, according to HCCF-5's offering documents, the proceeds from that offering were to be used to "fund the ramp-up in lead production needed to service the current pipeline" of business clients.

Maroney solicited and raised money from investors primarily through Harbor City's website and a series of on-line marketing videos featuring Maroney posted both on the company's website and on YouTube. In the on-line videos, Maroney gave prospective investors a detailed description of the investment opportunity. For example, Maroney reiterated in these videos that investor money would be used to fund Harbor City's lead generation business and he told prospects about the guaranteed returns they could expect to receive.

In a video posted on Harbor City's website, Maroney described the Harbor City bond offering as "safe as a CD" and equated it to "going down to your local bank and purchasing a certificate of deposit." In one of the YouTube videos, labeled "Harbor City Capital Corp. - Safe Investments," Maroney shared that "one of the biggest questions" Harbor City received from prospective investors is "how do I know my money is safe?" In the video, Maroney explained that the Harbor City "bonds are 100% secured by a cash asset-backed instrument issued by a major top-tiered bank, which ensures return of principal." As Maroney knew when he made these representations, they were false.

Besides the company's website and marketing videos, Maroney also marketed the high yield bonds for Harbor City and the other entities through pop-up advertisements on social media platforms like Facebook. One investor recalled a Harbor City advertisement popping up on his Facebook feed advertising guaranteed annual returns of up to 18%. That investor had not heard of Maroney or Harbor City before then. Maroney also solicited some investors directly. Maroney explained to at least one prospective investor that Harbor City bought the leads for $1.00 each and resold them to businesses for $5.00 apiece. He told the same investor that Harbor City could "guarantee double digit returns" on his investment using that strategy, which Maroney knew was not true.

The offering materials that Maroney distributed to investors included either a "confidential information memoranda" or "private placement memoranda," a business plan, a subscription agreement, and an "accredited investor verification" letter. The offering memoranda and other marketing materials used in all of the various offerings were substantially similar.

Maroney maintained bank accounts for Harbor City. He also had separate bank accounts for HC Ventures, HC Digital, HCCF-1, HCCF-2, HCCF-3 and HCCF-4. However, the investor funds initially deposited into those accounts were later transferred into Harbor City's accounts and commingled along with funds from the other offerings. Maroney was the sole signatory on all of the Harbor City and other Harbor City related companies bank accounts, and he was the one who controlled those accounts. Maroney used his control over those accounts and the investors' funds to misuse and divert the investors' funds to benefit himself personally.

After sending in their investments, Maroney would often send email updates to investors about Harbor City and the Harbor City related companies. In one email Maroney sent to investors in January 2018, Maroney falsely claimed that there was such "a MASSIVE pipeline of standing orders for leads" from companies seeking Harbor City's services and expertise that Harbor City did not "expect to have enough capital to serve ALL of that demand."

The promissory notes, funding agreements, and bonds offered and sold by Maroney were unregistered securities. First, Maroney sold these investments to raise money to be pooled and used to fund the customer lead generation business. In turn, investors purchased the notes, agreements, and bonds from Harbor City and its related companies in order to earn a profit in the form of significant interest payments. Second, these investments were offered or sold to a broad segment of the public. Specifically, Maroney sold the investments to more than 100 investors residing in numerous states, and offered them to many more investors. Third, Harbor City's investors invested in the offerings – which the company marketed as "investments" – with expectations of receiving interest payments generated from the company using their money to fund its business activities and then ultimately recouping invested principal. Investors had no responsibility in the business of generating customer leads, and were entirely passive. Instead, they relied solely on Harbor City and the other Harbor City related companies, and their management, to generate profits.

<u>Maroney's Misuse and Misappropriation of Investor Funds</u>

Maroney represented to investors and prospective investors orally and in offering documents that the proceeds raised from the offerings would be used to fund Harbor City's and the other Harbor City related companies' customer lead generation campaigns. In return, investors were told by Maroney that they would receive monthly interest payments from the profits on the leads generated, as well as a return of their principal when their notes, agreements, or bonds matured. The offering documents distributed to investors also provided that "management will not have any discretion as to any other use of the proceeds" nor "receive any salary."

As Maroney knew when he made these representations, they were false. Contrary to the representations that Maroney made to investors, Maroney, Harbor City, HC Ventures, the HC SPEs, HC Digital, and HCC Media were not engaged in a significant lead generation business and only used a small portion of money raised from investors to fund their business. From January 2017 to February 2021, Harbor City generated no significant revenues from its customer lead generation businesses or from any other venture. Significantly, of the over $17 million in investor funds deposited into the Harbor City related bank accounts, at most only about $449,000 may have gone to business expenses.

Instead, Maroney used investor money to enrich himself and his family, and to perpetuate the Ponzi scheme by making payments of fictitious returns to existing investors using other investor funds. Of the over $17 million raised from Harbor City's investors, Maroney misappropriated more than $4 million for his own personal use. Some of the things he spent investor money on include:

- $1.35 million to pay his credit card bills,
- $827,000 towards the purchase and maintenance of his waterfront home,
- $808,000 towards housing and renovation-related expenses,
- $90,000 to purchase a Mercedes Benz,
- $265,000 in cash or ATM withdrawals,
- $394,000 deposited into a joint bank account with his wife,
- $58,000 towards his wife's credit cards, and

- $617,000 transferred to another entity, Celtic, controlled by Maroney.

In addition, Maroney misused approximately $1.4 million of investor money by making payments to other entities unrelated to the supposed purpose of the offerings, including money sent to a company involved in the container, storage and shipping industry.

In addition, Maroney was operating a Ponzi scheme. Because Maroney promised investors high rates of return but generated no significant revenues from its touted business model, Maroney needed new investor money to make interest payments to existing investors. Since 2017, Maroney used at least $5 million of investor funds to make monthly interest payments and other payouts to investors in a classic Ponzi scheme fashion.

Maroney's Material Omissions and Misrepresentations to Investors

In addition to the misrepresentations detailed above, Maroney also told investors that the funding for their customer lead generation business was "provided as a line of credit that is guaranteed by a UCC-1 filed lien" using Harbor City's, HC Digital's and HCC Media's accounts receivable and purchase orders as collateral. Maroney claimed that with this "secure position with guaranteed repayment," he and his entities were able to mitigate the risk of loss to its investors.

Maroney also caused Investors in the HCCF-4 and HCCF-5 offerings to be provided with an additional purported "bank guarantee" in the form of a "Standby

Line of Credit (SBLC)" issued to Harbor City from what is described as a "top tier bank." As Maroney explained to one investor, "this cash line of credit is there, its liquid, it's available, so that if something happens and we can't make our bond payments or we go bankrupt, … we have a claim on the monies that we've put on deposit with Harbor City via this cash line of credit."

In truth, the UCC filings and the SBLC did not exist. Neither Maroney nor any of his entities ever made any UCC lien filings for any loan-related business transactions. Moreover, at no point were Maroney or any of his entities ever issued a SBLC. Rather, Harbor City, through Maroney, merely attempted to secure a SBLC in November 2019 with an intermediary who would have been responsible for arranging the issuance of a SBLC of $5 million in favor of Harbor City. The SBLC was never issued for Harbor City. Despite knowing this SBLC was never obtained, Maroney continued to falsely tout its existence in publicly available videos and directly to investors.

The offering documents for the HCCF-5 offering also include a section discussing HCC Media's "Track Record" that touted Harbor City's "four successful bond issues." This section of the materials represented that "[a]ll previous bond issues have generated above average returns for the investors, and all investor payments have been completed successfully and on time." Maroney likewise told at least one investor that everyone had been paid back from the previous offerings. As Maroney knew when those statements were included in the offering materials, they were false and misleading. In fact, several investors' "interest payments" were often delayed and eventually stopped completely. They contacted Maroney numerous times demanding their interest payments and a return of their principal investment amounts, but never received their money back. In addition, the offering materials failed to disclose to investors that because Maroney and his entities did not generate any significant revenues or profits from their businesses, the "interest payments" and other returns that were being paid to investors came from other investor money.

Also, in HCCF-5's offering documents, which are dated July 2020, Maroney touted himself as a "seasoned business growth strategist" with more than 30 years of experience "starting, building, buying, and selling companies in a wide variety of industries." However, the same materials failed to disclose to investors and prospective investors that in June 2020, securities regulators in Alabama issued an administrative cease-and-desist order against Maroney, Harbor City, and HC Digital for offering and selling unregistered securities and making misstatements and omissions to residents in the state. This omission rendered false and misleading the statements made to investors about Maroney's background and experience.

In total, the defendant acknowledges that the number of victims in this case is over 100 individuals and that the amount of loss is $12,406,730. To further this scheme, Maroney caused interstate wires to be used by himself and his investors, including to engage in online marketing that was seen by potential investors located outside of Florida, to send copies of various documents by email to investors located outside of Florida, to make and receive interstate telephone calls with investors located outside of Florida, to exchange emails with investors located outside of Florida, and to cause investors to send funds to him for investment (that were routed using servers located outside of Florida).

For example, one of Maroney's victims, J.S., a resident of Ohio, was on Facebook and YouTube when he saw advertisements for Harbor City Capital Corporation. J.S. contacted a representative from HCC who explained to J.S. that his invested principal was secured by a financial instrument (the Deutsche Bank SBLC) and that he could request his principal back at my time. Before investing, J.S. spoke directly with Maroney, who echoed the HCC representative's promises.

Due to the assurances that J.S.'s investment was protected by an SBLC and could be returned at any point, in December of 2019, J.S. invested $200,000 by making two wires each for $100,000. Maroney made Ponzi payments to J.S. on this investment in the form of dividends. Due to these Ponzi payments, J.S invested another $200,000 in February of 2020, $100,000 in March of 2020, and $300,000 in May and June of 2020. Because Wells Fargo uses servers outside of Florida to process wires, the three wire transfers made by J.S. traveled in interstate commerce. The following are some details regarding those transactions:

- May 7, 2020: $100,000 wire from Synchrony Bank deposited to Wells Fargo account #4389, Harbor City Capital Corp. **(Count One)**.

- July 8, 2020: $100,000 wire from Synchrony Bank deposited to Wells Fargo account #4389, Harbor City Capital Corp. **(Count Two)**
- July 13, 2020: $100,000 wire from Synchrony Bank deposited to Wells Fargo account #4389, Harbor City Capital Corp. **(Count Three)**

By the end of July 2020 J.S. had invested $800,000. J.S. had received dividends on his investments as he was promised through July 2020. In early 2021, J.S. reached out to Maroney and asked that the principal from his first $200,000 investment be returned, per the agreement. Initially, Maroney did not return the money citing various reasons but eventually returned it in June of 2021. J.S. asked Maroney to return the principal on his other investments but never received any more money from Maroney. J.S. lost a total of $600,000.

Another victim is M.D., who resides in Tampa, Florida. Approximately six years ago, while watching YouTube videos on financial discipline, M.D. saw an advertisement for Maroney and Harbor City. M.D. emailed the address that was provided in the advertisement, and M.D. was put into contact with Maroney. Maroney supplied M.D. with marketing material and diagrams of previous investor returns (which as noted above were documents that contained false information). M.D. was impressed with the promised 10% annual percentage rate (APR) and the fact that past investors received back their full investment in a short period of time.

M.D. invested twice with Harbor City through Maroney. These transfers consisted of interstate wire transfers that were deposited into accounts controlled by Maroney at JP Morgan Chase Bank (Chase Bank). Because Chase Bank uses servers outside of Florida to process wires, the two wire transfers made by M.D. traveled in interstate commerce. The following are some details regarding those transactions:

- October 4, 2019: $50,000 wire from Fifth Third Bank deposited to JP Morgan Chase account #9023, Harbor City Digital Ventures, Inc., and
- July 13, 2020: $140,000 wire from Suncoast Credit Union deposited to JP Morgan Chase account #7215, Harbor City Capital Corp. **(Count Four)**.

Maroney used funds from other investors to make the monthly interest payments to M.D. By the fall of 2020, M.D. had recouped his entire $50,000 investment on schedule. Because the first investment went well, M.D. invested $140,000 with Harbor City and Maroney a second time. M.D. received the interest payments for August and September of 2020, but then stopped receiving them. M.D. attempted to contact Maroney concerning the issue multiple times. In or about February 2021, Maroney used funds from other investors to make another set of Ponzi payments to M.D. to cover the interest payments that Maroney had failed to make from October 2020 through February 2021. That lump sum was the last payment that M.D. received from Harbor City and Maroney.

G.H., a Tampa resident and retired school teacher, met Maroney in person at an event called the Money Show, which was held at the OMNI hotel in Orlando, Florida in May of 2019. Maroney was giving a presentation on Harbor City Capital and financial investment opportunities. After the presentation, G.H. spoke with

Maroney about the possibility of investing. In August of 2019, G.H. drove to Melbourne to meet with Maroney and other member of HHC. G.H. left the meeting with a verbal agreement that she would invest and later in August 2019, she received a HelloSign document to sign. G.H. invested $100,000 for a two-year agreement and was promised 18% interested on her investment monthly.

G.H. received two disbursements in accordance with the agreement before deciding to invest a second time with HCC. On November 11, 2019, G.H. invested another $100,000 with HCCF-3. G.H. began having payment problem in December of 2019, when she only received partial disbursement. G.H. spoke to Maroney, who assured her it was an error and would be fixed. January and February 2020 had similar errors, however in March of 2020, Maroney used Ponzi payments in lump sum to catch up to G.H.'s scheduled payments.

In April, May and June of 2020, G.H. received on-time and accurate disbursements (although Maroney was using Ponzi payments to make them). Therefore, in August of 2020, G.H. invested another $100,000 with HCC. The terms of that agreement was 14% interest monthly for five years. The following transaction supports count five:

- August 10, 2020: $100,000 wire from Suncoast Credit Union deposited to JP Morgan Chase account #7215, Harbor City Capital Corp. **(Count Five)**.

G.H. did not receive disbursements in October of 2020 nor the first half of December 2020. G.H. called Maroney regarding the missed payments and Maroney falsely stated the issue was due to HCC changing financial institutions and a digit was off with G.H.'s financial institution. G.H. then received a partial disbursement in December 2020, full disbursement in February, March and April 2021. G.H. has not received any disbursements since April 2021. Of her $300,000 investment, G.H. has received between $45,000-$60,000.

The above is merely a summary of some of the events, some of the persons involved, and other information relating to this case. It does not include, nor is it intended to include, all the events, persons involved, or other information relating to this case.

Respectfully submitted,

GREGORY W. KEHOE
United States Attorney

By: *_/s/ Stephanie A. McNeff_*
STEPHANIE A. MCNEFF
Assistant United States Attorney
Florida Bar No. 1003060
400 W. Washington Street, Suite 3100
Orlando, Florida 32801
Telephone: (407) 648-7500
Facsimile: (407) 648-7643
E-mail: Stephanie.mcNeff@usdoj.gov

U.S. v. JONATHAN P. MARONEY Case No. 6:25-cr-123-AGM-DCI

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2026, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following:

Aisha Nash, Esq.
Attorney for Defendant

/s/ Stephanie A. McNeff
STEPHANIE A. MCNEFF
Assistant United States Attorney
Florida Bar No. 1003060
400 W. Washington Street, Suite 3100
Orlando, Florida 32801
Telephone: (407) 648-7500
Facsimile: (407) 648-7643
E-mail: Stephanie.mcNeff@usdoj.gov