

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**MARQUET JOHNSON,**

Defendant.

**Cr. No. 23-CR-92 KWR**

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(C), Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney's Office for the District of New Mexico, the Civil Rights Division of the United States Department of Justice, the Defendant, Marquet Johnson, and the Defendant's counsel, Jim Loonam:

**REPRESENTATION BY COUNSEL**

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

**RIGHTS OF THE DEFENDANT**

2. The Defendant further understands the Defendant's rights:
- a. to plead not guilty, or having already so pleaded, to persist in that plea;
  - b. to have a trial by jury; and
  - c. at a trial:

- 1) to confront and cross-examine adverse witnesses,
- 2) to be protected from compelled self-incrimination,
- 3) to testify and present evidence on the Defendant's own behalf, and
- 4) to compel the attendance of witnesses for the defense.

**WAIVER OF RIGHTS AND PLEA OF GUILTY**

3. The Defendant agrees to waive these rights and to plead guilty to Count One of the Indictment, charging a violation of 18 U.S.C. § 242, that being the willful deprivation of rights under color of law, including the use of a dangerous weapon and aggravated sexual abuse.

**SENTENCING**

4. The Defendant understands that the maximum penalty provided by law for this offense is:

- a. imprisonment for a period of <sup>up to *ten* *yr*</sup> ~~life~~; *KB*
- b. a fine not to exceed the greater of \$250,000 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;
- c. a term of supervised release of not more than five years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory, and that the Court is required to consider them in determining the sentence it imposes.

6. The parties are aware that the Court will decide whether to accept or reject this plea agreement. The Court may defer its decision as to acceptance or rejection until there has been an opportunity to consider the presentence report. Pursuant to Federal Rule of Criminal Procedure 11(c)(5), if the Court rejects this plea agreement, the Defendant shall have the right to withdraw the Defendant's plea of guilty.

7. Regardless of any other provision in this agreement, the United States reserves the right to provide to the United States Pretrial Services and Probation Office and to the Court any information the United States believes may be helpful to the Court, including but not limited to information about the recommendations contained in this agreement and any relevant conduct under U.S.S.G. § 1B1.3.

#### **ELEMENTS OF THE OFFENSE**

8. If this matter proceeded to trial, the Defendant understands that the United States would be required to prove, beyond a reasonable doubt, the following elements for the violation of the charge listed below:

Count One: 18 U.S.C. § 242, that being,

- First:* Defendant acted under color of law;
- Second:* Defendant deprived the victim, identified as T.P. in the Indictment, of a right secured or protected by the Constitution or laws of the United States, that being, T.P.'s fundamental right to bodily integrity;
- Third:* Defendant acted willfully;
- Fourth:* Defendant's conduct included the use of a dangerous weapon; and

*Fifth:* Defendant's conduct included aggravated sexual abuse.

**DEFENDANT'S ADMISSION OF FACTS**

9. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offenses to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I chose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offenses to which I am pleading guilty beyond a reasonable doubt, including any facts alleged in the indictment that increase the statutory minimum or maximum penalties. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

I, Marquet Johnson, admit that I was employed as a prisoner transport officer by Inmate Services Corporation ("ISC"). As a prisoner transport officer, I performed the government function of picking up individuals who were arrested on out-of-state warrants and transporting those individuals back to the jurisdictions that issued the warrants. As part of my duties, I was required to comply with the Constitution and laws of the United States.

On November 4, 2019, my prisoner transport partner and I picked up T.P., a female pretrial detainee, from the Santa Fe County Detention Center in Santa Fe, New Mexico, to transport her to the Delta County Correctional Center in Delta County, Colorado. While en route to Delta County, we stopped the transport van at the Metropolitan Detention Center ("MDC") in Albuquerque, New Mexico, where all pretrial detainees except T.P. were dropped off. Thereafter, only T.P., myself, and my transport partner remained on the van.

After leaving the MDC, we drove a few minutes down the road to a gas station in Albuquerque, New Mexico with an attached Carl's Jr. restaurant. My transport partner went inside the Carl's Jr. to buy breakfast, while I remained alone with T.P. inside the van. As soon as my partner walked away from the van, I told T.P. to move to the bench row in the back of the van. T.P. did so. I then also climbed into the back of the van and sat next to her. I told T.P. to lift up her feet, and I removed T.P.'s ankle restraints and loosened her handcuffs, leaving her belly chain in place. I complimented T.P.'s feet. T.P. replied that she was unsure what was going on, but that she did not want "to do this." In response, I pulled out a dangerous weapon, appearing to be a firearm, and, resting the weapon on my lap, told T.P. that I wanted her to cooperate with me, "otherwise, it was going to get ugly."

I then ordered T.P. to remove her pants and underwear from one side of her body. T.P. did so, and again said that she did not want to do this. I told her to lay down on her back. I then crawled on top of T.P. and rested the weapon against her cheek. I put my mouth on T.P.'s stomach before I pulled my penis out of my pants zipper and used it to penetrate T.P.'s vagina. I told T.P. to keep quiet, and asked her whether she could have children. T.P. said she could not. I ejaculated inside of T.P.'s vagina.

T.P. did not consent to any of the sexual conduct, and there was no legitimate law enforcement purpose for it. In engaging in such conduct, I, while acting under color of law, willfully violated T.P.'s fundamental right to bodily integrity. I knew what I was doing was wrong, and yet I chose to do it anyway. My conduct included the use of a dangerous weapon and aggravated sexual abuse.

This was not the first or last sexual assault that I committed while acting as an ISC

prisoner transport officer. In July 2019, four months prior to transporting T.P., another ISC prisoner transport partner and I picked up K.N.M., a female pretrial detainee, to transport her from the Owen County Security Center in Spencer, Indiana to the Hays County Jail in San Marcos, Texas. While en route to Texas, K.N.M. asked to use the restroom and I told my transport partner to stop at ISC headquarters, located in West Memphis, Arkansas. I brought K.N.M. into the ISC headquarters and allowed her to use the restroom. When K.N.M. exited the restroom, I turned off the lights, grabbed K.N.M. from behind, and told K.N.M. that there were no cameras in the building. I pushed K.N.M.'s head down to my exposed penis and K.N.M. performed oral sex on me until I ejaculated inside of her mouth.

K.N.M. did not consent to any of the sexual conduct, and there was no legitimate law enforcement purpose for it. In engaging in such conduct, I, while acting under color of law, willfully violated K.N.M.'s fundamental right to bodily integrity. I knew what I was doing was wrong, and yet I chose to do it anyway. My conduct included aggravated sexual abuse.

In August 2019, three months prior to transporting T.P., my transport partner and I picked up P.B., a female pretrial detainee, from the Baker County Jail jail in Baker County, Oregon to transport her to the Johnson County Jail in Warrensburg, Missouri. While en route, I told my transport partner that I would transport P.B. the rest of the way by myself and that he should transport the remaining male pretrial detainees in a different vehicle by himself. My partner and I separated, and I continued transporting P.B. While transporting P.B., I reached back and rubbed P.B.'s feet and legs and asked her to do sexual things to me. P.B. refused and told me that she was uncomfortable. I did not respond, but a short time later, pulled the transport van into a Super 8 hotel parking lot, located in Bolivar, Missouri. I left P.B. in the van, while I went inside the

hotel and rented a room. I then brought P.B. into the rented hotel room. While in the hotel room, I pushed P.B. to lay down, face up, on the hotel bed. I then took off P.B.'s clothing, climbed on top of her, and penetrated her vagina with my penis. I ejaculated inside of P.B.'s vagina. A short time later I brought P.B. back outside to the transport van and put her in the front passenger seat. I resumed the transport, but a short time later, asked P.B. for oral sex. P.B. refused, but I asked her again, until she relented. I then pulled onto a gravel road, and P.B. performed oral sex on me.

P.B. did not consent to any of the sexual conduct, and there was no legitimate law enforcement purpose for it. In engaging in such conduct, I, while acting under color of law, willfully violated P.B.'s fundamental right to bodily integrity. I knew what I was doing was wrong, and yet I chose to do it anyway. My conduct included aggravated sexual abuse and kidnapping.

10. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crime(s) to which the Defendant is pleading guilty. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

#### RECOMMENDATIONS

11. The United States and the Defendant recommend as follows:
  - a. The Defendant and the United States have made an AGREEMENT pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), that a specific sentence of 27 to 30 years in prison is the appropriate disposition in this

case. This agreement takes into account the Defendant's acceptance of responsibility, with no further reduction to occur.

- b. In addition, the Court may order a fine not to exceed \$ 250,000, a term of supervised release of not less than five years, following imprisonment, a mandatory special penalty assessment and restitution.
- c. If the Court accepts the plea agreement, it must inform the Defendant that the agreed upon disposition will be included in the judgment, and the Court is bound by the terms of the plea agreement once the Court accepts the plea agreement.

**DEFENDANT'S ADDITIONAL AGREEMENT**

12. The Defendant agrees that any victim identified by the United States, in addition to T.P., K.N.M., and P.B., at the time this agreement is entered into, may choose to either submit a victim impact statement, or attend the Defendant's sentencing hearing and give a victim impact statement in-person, for the Court's consideration.

13. The Defendant understands the Defendant's obligation to provide the United States Pretrial Services and Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

14. The Defendant agrees that any financial records and information provided by the Defendant to the Probation Office, before or after sentencing, may be disclosed to the United States Attorney's Office for the District of New Mexico for use in the collection of any unpaid financial obligation.



15. Except under circumstances where the Court, acting on its own, rejects this plea agreement (or functionally rejects it, as described below under the heading Violation or Rejection of Plea Agreement), the Defendant agrees that, upon the Defendant's signing of this plea agreement, the facts that the Defendant has admitted under this plea agreement as set forth above, as well as any facts to which the Defendant admits in open court at the Defendant's plea hearing, shall be admissible against the Defendant under Federal Rule of Evidence 801(d)(2)(A) in any subsequent proceeding, including a criminal trial, and the Defendant expressly waives the Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to the facts the Defendant admits in conjunction with this plea agreement. The Court has not acted on its own if its rejection of the plea agreement occurs after the Defendant has expressly or implicitly suggested to the Court a desire or willingness to withdraw his or her plea or not to be bound by the terms of this plea agreement.

16. By signing this plea agreement, the Defendant waives the right to withdraw the Defendant's plea of guilty pursuant to Federal Rule of Criminal Procedure 11(d) unless (1) the court rejects the plea agreement pursuant to Federal Rule of Criminal Procedure 11(c)(5) or (2) the Defendant can show a fair and just reason as those terms are used in Rule 11(d)(2)(B) for requesting the withdrawal.

17. The Defendant recognizes that this plea agreement has already conferred a benefit on the Defendant. Consequently, in return for the benefit conferred on the Defendant by entering into this agreement, the Defendant agrees not to seek any sentence other than a sentence in the range of 27 to 30 years in prison, as agreed to by the parties pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure.

**RESTITUTION**

18. The parties agree that, as part of the Defendant's sentence, the Court will enter an order of restitution pursuant to the Mandatory Victim's Restitution Act, 18 U.S.C. § 3663A if applicable; if § 3663A is not applicable, the Court will enter an order of restitution pursuant to 18 U.S.C §§ 3663 and 3664.

**SEX OFFENDER REGISTRATION AND NOTIFICATION**

19. The Defendant understands that by pleading guilty, the Defendant may be required to register as a sex offender upon the Defendant's release from prison as a condition of supervised release pursuant to 18 U.S.C. § 3583(d). The Defendant also understands that independent of supervised release, the Defendant will be subject to federal and state sex offender registration requirements, and that those requirements may apply throughout the Defendant's life. The Defendant understands that the Defendant shall keep the Defendant's registration current, shall notify the state sex offender registration agency or agencies of any changes to the Defendant's name, place of residence, employment, or student status, or other relevant information within three business days after such change. The Defendant shall comply with requirements to periodically verify in person the Defendant's sex offender registration information. The Defendant understands that the Defendant will be subject to possible federal and state penalties for failure to comply with any such sex offender registration requirements. The Defendant further understands that, under 18 U.S.C. § 4042(c), notice will be provided to certain law enforcement agencies upon the Defendant's release from confinement following conviction.

20. As a condition of supervised release, if required by the Probation Officer, the Defendant shall initially register with the state sex offender registration in New Mexico, and shall also, if required, register with the state sex offender registration agency in any state where the Defendant resides, is employed, works, or is a student, as directed by the Probation Officer. The Defendant shall comply with all requirements of federal and state sex offender registration laws, including the requirements to update the Defendant's registration information. The Defendant shall provide proof of registration to the Probation Officer within 72 hours of release from imprisonment.

**WAIVER OF APPEAL RIGHTS AND POST-CONVICTION RIGHTS**

21. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's conviction(s) and any sentence imposed in conformity with this Fed. R. Crim. P. 11(c)(1)(C) plea agreement, as well as any order of restitution entered by the Court. This waiver extends to any challenge to the manner in which the sentence was determined or imposed, including the district court's authority to make findings supporting the sentence.

22. The Defendant also waives the right to appeal any sentence imposed below or within the Guideline range upon a revocation of supervised release in this case number but may nonetheless appeal the determination of the revocation Guideline range.

23. The Defendant also waives the right to appeal the denial of any motion filed under 18 U.S.C. § 3582(c)(1)(A) where such denial rests upon the court's determination that a sentence reduction is not warranted under the factors set forth in 18 U.S.C. § 3553(a).

24. In addition, the Defendant agrees to waive any collateral attack to the Defendant's conviction(s) and any sentence pursuant to 28 U.S.C. §§ 2241, 2255, or any other extraordinary writ, except on the issue of defense counsel's ineffective assistance.

**GOVERNMENT'S ADDITIONAL AGREEMENT**

25. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that:

- a. Following sentencing, the United States will move to dismiss Count Two of the Indictment, a violation of 18 U.S.C. § 924(c).
- b. The United States will allow the Defendant to plead guilty to Count One with the factual basis that he used a dangerous weapon in the commission of the conduct underlying Count One that appeared to be a firearm. The United States, however, reserves the right to prove at sentencing that the dangerous weapon Defendant used during the sexual assault of T.P. was a firearm. The Defendant and his counsel likewise reserve the right to challenge any of the United States' evidence at the sentencing hearing that the dangerous weapon was a firearm, and/or may choose to put on affirmative evidence that the dangerous weapon used was not a firearm.
- c. The United States Attorney's Offices for the District of New Mexico, the Eastern District of Arkansas, and the Western District of Missouri, as well as the Civil Rights Division of the United States Department of Justice agree that they shall not initiate additional charges against the Defendant in the District of New Mexico, the Eastern District of Arkansas, the

Western District of Missouri, or—for the Civil Rights Division—in any other federal districts, arising out of criminal conduct known to the United States at the time of this plea offer. The United States Attorney's Offices for the District of New Mexico, Eastern District of Arkansas, and Western District of Missouri, and the Civil Rights Division, however, are free to prosecute the Defendant for any criminal conduct (i.e., violation of federal law) not discovered or actually known to the United States during its investigation as of the date of this agreement or occurring after the date of this agreement.

26. This agreement is limited to the Civil Rights Division of the United States Department of Justice and the United States Attorney's Offices for the District of New Mexico, Eastern District of Arkansas, and Western District of Missouri, and does not bind any other federal, state, or local agencies or prosecuting authorities.

**VOLUNTARY PLEA**

27. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement and any addenda). The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

**VIOLATION OR REJECTION OF PLEA AGREEMENT**

28. The Defendant agrees that if the Court finds that the Defendant has violated any provision of this agreement, the United States may declare this agreement null and void. In such a case, or where the Court has rejected the plea agreement or has functionally rejected it by

failing to accept the agreement within six months of its entry (except where the United States, in its sole discretion, agrees to an extension of that time) the United States is released from its obligations under the plea agreement and the Defendant will thereafter be subject to prosecution for any criminal violation, including but not limited to any crime(s) or offense(s) contained in or related to the charges in this case, as well as perjury, false statement, obstruction of justice, and any other crime committed by the Defendant during this prosecution.

**SPECIAL ASSESSMENT**

29. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$ 100 in payment of the special penalty assessment described above.

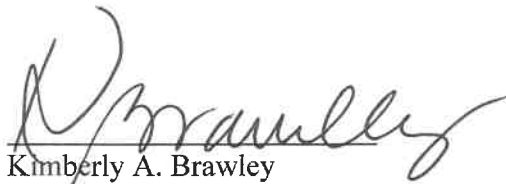
**ENTIRETY OF AGREEMENT**

30. This document and any addenda are a complete statement of the agreement in this case and may not be altered unless done so in writing and signed by all parties. This agreement is effective upon signature by the Defendant and an Assistant United States Attorney.

AGREED TO AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2023.

ALEXANDER M.M. UBALLEZ  
United States Attorney

KRISTEN M. CLAKE  
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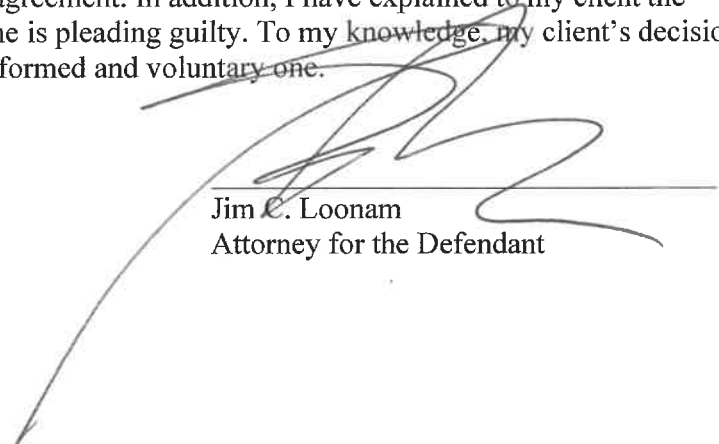
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Jim C. Loonam  
Assistant Federal Public Defender  
Attorney for Defendant Marquet Johnson  
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(505) 346-2489



Marquet Johnson  
Defendant

I have carefully discussed every part of this agreement with my client. Further, I have fully advised my client of my client's rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. In addition, I have explained to my client the elements to each offense to which he is pleading guilty. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.



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Jim C. Loonam  
Attorney for the Defendant

This agreement has been read to me in a language I understand. I have carefully discussed every part of this agreement with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement.

  
\_\_\_\_\_  
MARQUET JOHNSON  
Defendant