



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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 1:19-CR-0754-KWR
)	
JOSHUA B. CORDOVA,)	
)	
Defendant.)	

PLEA AGREEMENT

Pursuant to Rule 11, Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney for the District of New Mexico, the Defendant, JOSHUA B. CORDOVA, and the Defendant's counsel, Ryan J. Villa.

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:
 - i. to confront and cross-examine adverse witnesses,
 - ii. to be protected from compelled self-incrimination,

- iii. to testify and present evidence on the Defendant's own behalf, and
- iv. 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 the following counts and charges set forth in the Superseding Indictment:

Count 5—Mail Fraud in violation of 18 U.S.C. § 1341:

On or about August 28, 2017, for the purpose of executing a scheme to defraud the United States and obtain money or property by false and fraudulent pretenses and representations, defendant knowingly caused a wedding band to be sent by the United States Postal Service.

Count 11—Mail Fraud in violation of 18 U.S.C. § 1341:

On or about May 14, 2018, for the purpose of executing a scheme to defraud the United States and obtain money or property by false and fraudulent pretenses and representations, defendant knowingly caused golf clubs to be sent by commercial interstate carrier.

Count 50—Theft and Conversion of Federal Funds in violation of 18 U.S.C. § 641:

On or about September 15, 2017, defendant willfully and knowingly did embezzle, steal, purloin, and convert to his own use, money of the United States in an aggregate sum of more than \$1,000.

Count 63—Theft and Conversion of Federal Funds in violation of 18 U.S.C. § 641:

On or about October 12, 2018, defendant willfully and knowingly did embezzle, steal, purloin, and convert to his own use, money of the United States in an aggregate sum of more than \$1,000.

SENTENCING

4. The Defendant understands that the maximum penalties provided by law for these offenses are:

Counts 5 and 11 (18 U.S.C. § 1341):

- a. imprisonment for a period of not more than 20 years;
- 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 3 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 for each count of conviction; and
- e. restitution as may be ordered by the Court.

Counts 50 and 63 (18 U.S.C. § 641):

- a. imprisonment for a period of not more than 10 years;
- 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 3 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 for each count of conviction; and
- e. restitution as may be 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.

ELEMENTS OF THE OFFENSE

6. 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 violations of the charges listed below:

Counts 5 and 11 (18 U.S.C. § 1341):

First: the defendant devised or intended to devise a scheme to defraud, as alleged

Second: the defendant acted with specific intent to defraud;

Third: the defendant caused another person to mail something through the United States Postal Service or a private or commercial interstate carrier for the purpose of carrying out the scheme; and

Fourth: the scheme employed false or fraudulent pretenses, representations, or promises that were material.

Counts 50 and 63 (18 U.S.C. § 641):

First: the money that is the subject of the respective count belonged to the United States government (it does not matter whether the defendant knew that the money belonged to the United States government, only that he knew it did not belong to him);

Second: the defendant stole, embezzled, purloined or knowingly converted the money intending to put it to his own use or gain or to the use or gain of another; and

Third: the aggregate value of the money from all of the combined counts for which the defendant is convicted in a single case was more than \$1000.

DEFENDANT'S ADMISSION OF FACTS

7. I, JOSHUA B. CORDOVA, affirm that 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:

- a. Sandia National Laboratories ("SNL") is a research facility owned by the government of the United States. During the periods material to this case, SNL

was operated by government contractors for the United States Department of Energy.

- b. I, JOSHUA B. CORDOVA, was employed at SNL from approximately 2011 to December 2018. As part of his duties at SNL, I provided training to military, law enforcement and emergency response personnel
- c. On or about November 2012, I, JOHSUHA B. CORDOVA, applied for and was issued the first in a series of three SNL Procurement Cards (also referred to as Purchase Cards). Those SNL Procurement Cards were credit cards issued by U.S. Bank and funded by the United States Department of Energy. The Agreement to Participate in Sandia National Laboratories Procurement Card Program that accompanied my application expressly provided “that the card issued to me is for company approved purchases only” and that I was “not to charge personal items on the procurement card.” I understood that I was permitted to use the SNL Procurement Cards only for the limited purposes of purchasing equipment and materials for my work at SNL.
- d. I, JOSHUA B. CORDOVA, was required to provide a monthly reconciliation or accounting of charges to my assigned SNL Procurement Cards. For most of that period, SNL relied upon card holders’ representations and descriptions regarding charges to their assigned Procurement Cards, and SNL did not regularly require holders of SNL Procurement Cards to submit receipts or other proof of purchases.
- e. Beginning not later than September 2014 and continuing through until on or about September 2018, I, JOSHUA B. CORDOVA, fraudulently used the SNL Procurement Cards that had been assigned to me to purchase scores of items for

my personal use and the personal use of my family and associates. Those unauthorized purchases included: jewelry; watches, clothing; shoes; golf clubs and golf accessories; exercise equipment; toys; barber equipment, furnishings and supplies; building materials and home appliances. To conceal my fraudulent use of SNL Procurement Cards, I made misrepresentations and false statements in my monthly reconciliation reports to disguise the nature of items that I had purchased for the personal use of myself, my family and my associates.

- f. I, JOSHUA B. CORDOVA, fraudulently used SNL Procurement Cards to purchase many items online from or through Amazon.com. Vendors shipped those items to me, my family and my associates, through the United States Postal Service or by commercial interstate carriers, to addresses that I provided. For example—

Count 5: On or about August 28, 2017, I, JOSHUA B. CORDOVA, used a SNL Procurement Card that had been issued to me to buy a diamond wedding band (described as a 1.40 Carat 14k White Gold Princess & Round Diamond Ladies Anniversary Wedding Band) from Amazon.com for approximately \$944. Pursuant to my directions, that ring was sent through the United States Postal Service to me at a house in southwest Albuquerque where I then resided. To disguise the nature of this purchase in my monthly accounting to SNL, I falsely represented that this transaction involved the purchase of: “2 carbon fiber Manfredo 510 tripods.”

Count 11: On or about May 14, 2018, I, JOSHUA B. CORDOVA, used a

SNL Procurement Card that had been issued to me to buy golf clubs (described as Titleist 718 AP2 Forged Iron Set 2018 Right 4-PW True Temper AMT Tour White Steel S300) from Amazon.com for approximately \$1,250. Pursuant to my directions, those golf clubs were sent by United Parcel Service to me at the home of one of my family members in Los Lunas, New Mexico. I misrepresented the nature of this transaction by falsely reporting in my monthly reconciliation that I had purchased “Axis camera PT15567” for my work at SNL.

- g. I, JOSHUA B. CORDOVA, admit that I had specifically intended to defraud others and knowingly made false statements and misrepresentations regarding the unauthorized charges to government-funded Procurement Cards for purposes disguising the nature of those purchases and concealing my fraudulent scheme.
- h. On approximately the 10th day of each month, the bank that issued Procurement Cards to SNL’s employees billed SNL for charges to those credit cards over the preceding month. To effect payment of the government-funded Procurement Cards, SNL authorized the issuing banks to draw funds from a Department of Energy account at the Federal Reserve Bank in Virginia to pay for the charges on the SNL Procurement Cards.
- i. In this manner, I, JOSHUA B. CORDOVA, purloined and knowingly converted money belonging to the United States to pay for items that I had fraudulently purchased with the Procurement Cards that had been assigned to me. Money purloined and converted in this manner included—

Count 50: During the period from August 14 to 28, 2017, I, JOSHUA B. CORDOVA, used my government-funded Procurement Card to purchase various items for my personal use including exercise equipment, a bicycle, dietary supplements, clothing, shoes, electronic games, barber chairs and a wedding band. On or about September 15, 2017, more than \$1,000 of money belonging to the United States was purloined and converted to pay for those fraudulent purchases.

Count 63: During the period from September 13 to 21, 2018, I, JOSHUA B. CORDOVA, purchased building materials and home appliances from Home Depot stores in Albuquerque and Los Lunas for my personal use and the personal use of my family and associates. On or about October 12, 2018, more than \$1,000 of money belonging to the United States was purloined and converted to pay for those fraudulent purchases.

- j. I, JOSHUA B. CORDOVA, admit that I knew that the government-funded Procurement Cards were to be used only for work-related purchases, and that I misused the Procurement Cards issued to me to charge purchases of items for the personal use of myself, my friends and my associates. I further admit that I fraudulently concealed those unauthorized charges knowing and intending that my dishonesty would cause money belonging to the United States to be taken and converted to pay for items that I purchased with Procurement Cards for my personal use and the personal use of my family and associates.

8. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crimes 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

9. Pursuant to Rule 11(c)(1)(B), the United States and the Defendant recommend as follows:

- a. The parties agree and recommend that the Defendant's Base Offense Level is 7 under § 2B1.1(a) of the United States Sentencing Guidelines.
- b. While the parties agree that the aggregate loss from the Defendant's offenses and relevant conduct was not less than \$75,000 and not more than \$140,000, the parties have been unable to reach an agreement as to the precise amount of such losses. The parties therefore recommend and request that the Court conduct an evidentiary hearing to determine the amount of loss and commensurate Specific Offense Characteristic under § 2B1.1(b) of the Sentencing Guidelines.
- c. The parties agree that defendant that SNL entrusted him with a government-funded Procurement Card and also trusted him to use that credit card to purchase equipment and materials needed for his work with little oversight. Defendant violated that trust, and his abuse of that trust significantly facilitated the commission of the Defendant's offenses. The parties

therefore recommend that the Court increase the Defendant's Offense Level by 2-Levels pursuant to Sentencing Guidelines § 3B1.1.

- d. As of the date of this agreement, the Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. Consequently, pursuant to USSG § 3E1.1(a), so long as the Defendant continues to accept responsibility for the Defendant's criminal conduct, the Defendant is entitled to a reduction of two levels from the base offense level as calculated under the sentencing guidelines. Further, the United States is free to withdraw this recommendation if the Defendant engages in any conduct that is inconsistent with acceptance of responsibility between the date of this agreement and the sentencing hearing. Such conduct would include committing additional crimes, failing to appear in Court as required, providing false or misleading information to the Probation Office or the Court, and/or failing to obey any conditions of release that the Court may set.
- e. The Defendant understands that the above recommendations are not binding on the Court and that whether the Court accepts these recommendations is a matter solely within the discretion of the Court after it has reviewed the presentence report. Further, the Defendant understands that the Court may choose to vary from the advisory guideline sentence. If the Court does not accept any one or more of the above recommendations and reaches an advisory guideline sentence different than expected by the Defendant, or if the Court varies from the advisory guideline range, the Defendant will not seek to

withdraw the Defendant's plea of guilty. In other words, regardless of any of the parties' recommendations, the Defendant's final sentence is solely within the discretion of the Court.

10. Apart from the recommendations set forth in this plea agreement, the United States and the Defendant reserve their rights to assert any position or argument with respect to the sentence to be imposed, including but not limited to the applicability of particular sentencing guidelines, adjustments under the guidelines, departures or variances from the guidelines, and the application of factors in 18 U.S.C. § 3553(a).

11. 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 USSG § 1B1.3.

DEFENDANT'S ADDITIONAL AGREEMENT

12. 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.

13. 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.

14. 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. Furthermore, defendant understands that if the court rejects the plea agreement, whether or not defendant withdraws the guilty plea, the United States is relieved of any obligation it had under the agreement and defendant shall be subject to prosecution for any federal, state, or local crime(s) which this agreement otherwise anticipated would be dismissed or not prosecuted.

RESTITUTION

15. 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. The Defendant agrees and acknowledges that, as part of the Defendant's sentence, the Court is not limited to ordering restitution only for the amount involved in the particular offense or offenses to which the Defendant is entering a plea of guilty, but may and should order restitution resulting from all of the Defendant's criminal conduct related to this case. No later than July 1 of each year after sentencing, until restitution is paid in full, the Defendant shall provide the Asset Recovery Unit, United States Attorney's Office, P.O. Box 607, Albuquerque, New Mexico 87103, (1) a completed and signed financial statement provided to the Defendant by the United States Attorney's Office and/or the United States Probation Office and (2) a copy of the Defendant's most recent tax returns.

FORFEITURE

16. The Defendant agrees to forfeit, and hereby forfeits, whatever interest the Defendant may have in any property or asset derived from or used in the commission of the offenses and relevant conduct in this case. The Defendant agrees to cooperate fully in helping the United States (a) to locate and identify any such assets and (b) to the extent possible, to obtain possession and/or ownership of all or part of any such assets. The Defendant further agrees to cooperate fully in helping the United States locate, identify, and obtain possession and/or ownership of any other assets about which the Defendant may have knowledge that were derived from or used in the commission of offenses committed by other persons.

17. The Defendant voluntarily and immediately agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following assets and properties:

- a. One (1) 1.57 Carat Princess Cut Designer Four Prong Round Diamond Engagement Ring;
- b. One (1) 1.40 Carat 14k White Gold Princess & Round Diamond Ladies Anniversary Wedding Band;
- c. One (1) Samsung Curved 55" 4K Ultra HD Smart LED Model UN55MU6500 television;
- d. One (1) Steve Silver Company Tournament Dining & Game Table;
- e. Four (4) Armstead Professional Reclining Barber Chairs Model BC-5IBLK;
- f. Two (2) 5.1 Home Theater Sets with Sonos Play Sub and Playbar;
- g. One (1) Skywalker Trampolines 15' Rectangle Trampoline with Enclosure;
- h. Two (2) Goodyear Wrangler DuraTrac Radial - LT275170RI8 125Q tires;
- i. One (1) Samsung 5.2 cubic foot, white top load washing machine, model WA52M7750AW;
- j. One (1) Samsung 7.4 cubic foot, white electric dryer, model DVE52M7750W;

- k. One (1) LG 26.2 cubic foot stainless steel French-door refrigerator model LFXS26973S;
- l. One (1) UPPAbaby VISTA Stroller baby stroller;
- m. One (1) UPPAbaby MESA Infant Car Seat;
- n. One (1) UPPAbaby MESA Base;
- o. Tour Edge HT Mas-J junior seven-club golf set with bag;
- p. Callaway Women's Strata seven-club golf set;
- q. Pair of two (2) 14k white gold diamond earrings.

18. The Defendant agrees to fully assist the United States in the forfeiture of the above-described property and to take whatever steps are necessary to pass clear title to the United States, including but not limited to execution of any documents necessary to transfer the Defendant's interest in the above-described property to the United States.

19. The Defendant agrees to waive the right to notice of any forfeiture proceeding involving the above-described property.

20. The Defendant knowingly and voluntarily waives the right to a jury trial on the forfeiture of the above-described property. The Defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of said property in any proceeding. The Defendant agrees to waive any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of said property by the United States or any State or its subdivisions.

IMMIGRATION REMOVAL AND OTHER IMMIGRATION CONSEQUENCES

21. The Defendant recognizes that pleading guilty may have consequences with respect to the Defendant's immigration status if the Defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the

offense(s) to which the Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the district court, can predict to a certainty the effect of the Defendant's conviction on the Defendant's immigration status. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any immigration consequences that the Defendant's plea may entail, even if the consequence is the Defendant's automatic removal from the United States.

WAIVER OF APPEAL RIGHTS

22. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford a defendant the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's convictions and any sentence, including any fine, within the statutory maximum authorized by law, as well as any order of restitution entered by the Court. 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 cause number. In addition, the Defendant agrees to waive any collateral attack to the Defendant's convictions and any sentence, including any fine, pursuant to 28 U.S.C. §§ 2241 or 2255, or any other extraordinary writ, except on the issue of defense counsel's ineffective assistance.

GOVERNMENT'S ADDITIONAL AGREEMENT

23. 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 the Indictment and the remaining counts of the Superseding Indictment pending against the Defendant in this case.

b. The United States will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present indictment.

24. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or prosecuting authorities.

VOLUNTARY PLEA

25. 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). There have been no promises from anyone as to what sentence the Court will impose. The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

VIOLATION OF PLEA AGREEMENT

26. The Defendant agrees that if the Defendant violates any provision of this agreement, the United States may declare this agreement null and void, 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

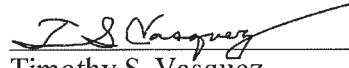
27. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$400 in payment of the special penalty assessment described above.

ENTIRETY OF AGREEMENT

28. 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.

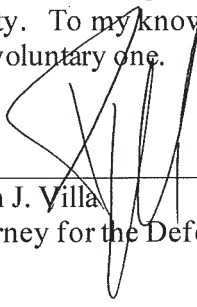
AGREED TO AND SIGNED this 12th day of April, 2021.

Fred Federici
Acting U.S. Attorney



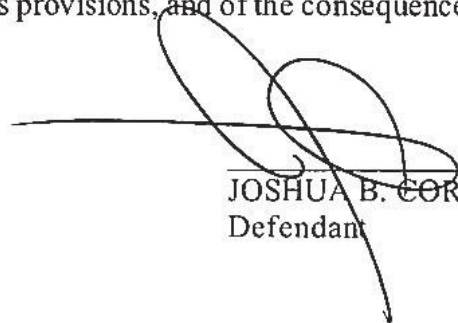
Timothy S. Vasquez
Assistant United States Attorney
Post Office Box 607
Albuquerque, New Mexico 87102
(505) 346-7274

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 she/he is pleading guilty. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.



Ryan J. Villa
Attorney for the Defendant

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 of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement.



JOSHUA B. CORDOVA
Defendant