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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

KEVIN SUMMERS,

Defendant.

ED CR No. 5:22-cr-00216-SSS

PLEA AGREEMENT FOR DEFENDANT  
KEVIN SUMMERS

1. This constitutes the plea agreement between KEVIN SUMMERS ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

1           a. Give up the right to indictment by a grand jury and,  
2 at the earliest opportunity requested by the USAO and provided by the  
3 Court, appear and plead guilty to a one-count information, in the  
4 form attached to this agreement as Exhibit A or a substantially  
5 similar form, that charges defendant with concealment and retention  
6 of stolen government property in excess of \$1,000 in violation of 18  
7 U.S.C. § 641.

8           b. Not contest facts agreed to in this agreement.

9           c. Abide by all agreements regarding sentencing contained  
10 in this agreement.

11           d. Appear for all court appearances, surrender as ordered  
12 for service of sentence, obey all conditions of any bond, and obey  
13 any other ongoing court order in this matter.

14           e. Not commit any crime; however, offenses that would be  
15 excluded for sentencing purposes under United States Sentencing  
16 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
17 within the scope of this agreement.

18           f. Be truthful at all times with the United States  
19 Probation and Pretrial Services Office and the Court.

20           g. Pay the applicable special assessment at or before the  
21 time of sentencing unless defendant has demonstrated a lack of  
22 ability to pay such assessments.

23           h. At or before the time of sentencing, make a  
24 prejudgment payment by delivering a certified check or money order to  
25 the Fiscal Clerk of the Court in the amount of \$3,479.20 to be  
26 applied to satisfy defendant's anticipated criminal debt. Payments  
27 may be made to the Clerk, United States District Court, Fiscal  
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1 Department, 255 East Temple Street, Room 1178, Los Angeles,  
2 California 90012.

3 i. Defendant agrees that any and all criminal debt  
4 ordered by the Court will be due in full and immediately. The  
5 government is not precluded from pursuing, in excess of any payment  
6 schedule set by the Court, any and all available remedies by which to  
7 satisfy defendant's payment of the full financial obligation,  
8 including referral to the Treasury Offset Program.

9 j. Complete the Financial Disclosure Statement on a form  
10 provided by the USAO and, within 30 days of defendant's entry of a  
11 guilty plea, deliver the signed and dated statement, along with all  
12 of the documents requested therein, to the USAO by either email at  
13 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
14 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
15 Angeles, CA 90012. Defendant agrees that defendant's ability to pay  
16 criminal debt shall be assessed based on the completed Financial  
17 Disclosure Statement and all required supporting documents, as well  
18 as other relevant information relating to ability to pay.

19 k. Authorize the USAO to obtain a credit report upon  
20 returning a signed copy of this plea agreement.

21 l. Consent to the USAO inspecting and copying all of  
22 defendant's financial documents and financial information held by the  
23 United States Probation and Pretrial Services Office.

24 THE USAO'S OBLIGATIONS

25 3. The USAO agrees to:

26 a. Not contest facts agreed to in this agreement.

27 b. Abide by all agreements regarding sentencing contained  
28 in this agreement.

1           c.     At the time of sentencing, provided that defendant  
2 demonstrates an acceptance of responsibility for the offense up to  
3 and including the time of sentencing, recommend a two-level reduction  
4 in the applicable Sentencing Guidelines offense level, pursuant to  
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
6 additional one-level reduction if available under that section.

7           d.     Except for criminal tax violations (including  
8 conspiracy to commit such violations chargeable under 18 U.S.C.  
9 § 371), not further criminally prosecute defendant for violations of  
10 18 U.S.C. § 641 arising out of defendant's conduct described in the  
11 agreed-to factual basis set forth in paragraph 14 below. Defendant  
12 understands that the USAO is free to criminally prosecute defendant  
13 for any other unlawful past conduct or any unlawful conduct that  
14 occurs after the date of this agreement. Defendant agrees that at  
15 the time of sentencing the Court may consider the uncharged conduct  
16 in determining the applicable Sentencing Guidelines range, the  
17 propriety and extent of any departure from that range, and the  
18 sentence to be imposed after consideration of the Sentencing  
19 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

20           e.     Recommend that defendant be sentenced to a term of  
21 imprisonment no higher than the low end of the applicable Sentencing  
22 Guidelines range, provided that the offense level used by the Court  
23 to determine that range is 12 or higher and provided that the Court  
24 does not depart downward in offense level or criminal history  
25 category. For purposes of this agreement, the low end of the  
26 Sentencing Guidelines range is that defined by the Sentencing Table  
27 in U.S.S.G. Chapter 5, Part A.

28

1 NATURE OF THE OFFENSE

2 4. Defendant understands that for defendant to be guilty of  
3 the crime charged in count one, that is, concealment and retention of  
4 stolen government property in excess of \$1,000, in violation of Title  
5 18, United States Code, Section 641, the following must be true:  
6 First, defendant knowingly concealed and retained property of value;  
7 second, the property belonged to the United States; third, the  
8 defendant knew that the property had been stolen; fourth, the  
9 defendant intended to convert the property to his own use or gain;  
10 and fifth, the value of the property was more than \$1,000.

11 PENALTIES AND RESTITUTION

12 5. Defendant understands that the statutory maximum sentence  
13 that the Court can impose for a violation of Title 18, United States  
14 Code, Section 641 is: ten years' imprisonment; a three-year period of  
15 supervised release; a fine of \$250,000 or twice the gross gain or  
16 gross loss resulting from the offense, whichever is greatest; and a  
17 mandatory special assessment of \$100.

18 6. Defendant understands that defendant will be required to  
19 pay full restitution to the victim of the offense to which defendant  
20 is pleading guilty. Defendant agrees that, in return for the USAO's  
21 compliance with its obligations under this agreement, the Court may  
22 order restitution to persons other than the victim of the offense to  
23 which defendant is pleading guilty and in amounts greater than those  
24 alleged in the count to which defendant is pleading guilty. In  
25 particular, defendant agrees that the Court may order restitution to  
26 any victim of any of the following for any losses suffered by that  
27 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.  
28 § 1B1.3, in connection with the offense to which defendant is

1 pleading guilty; and (b) any charges not prosecuted pursuant to this  
2 agreement as well as all relevant conduct, as defined in U.S.S.G.  
3 § 1B1.3, in connection with those charges. The parties currently  
4 believe that the applicable amount of restitution is approximately  
5 \$3,479.20, but recognize and agree that this amount could change  
6 based on facts that come to the attention of the parties prior to  
7 sentencing.

8 7. Defendant understands that supervised release is a period  
9 of time following imprisonment during which defendant will be subject  
10 to various restrictions and requirements. Defendant understands that  
11 if defendant violates one or more of the conditions of any supervised  
12 release imposed, defendant may be returned to prison for all or part  
13 of the term of supervised release authorized by statute for the  
14 offense that resulted in the term of supervised release, which could  
15 result in defendant serving a total term of imprisonment greater than  
16 the statutory maximum stated above.

17 8. Defendant understands that, by pleading guilty, defendant  
18 may be giving up valuable government benefits and valuable civic  
19 rights, such as the right to vote, the right to possess a firearm,  
20 the right to hold office, and the right to serve on a jury. Defendant  
21 understands that he is pleading guilty to a felony and that it is a  
22 federal crime for a convicted felon to possess a firearm or  
23 ammunition. Defendant understands that the conviction in this case  
24 may also subject defendant to various other collateral consequences,  
25 including but not limited to revocation of probation, parole, or  
26 supervised release in another case and suspension or revocation of a  
27 professional license. Defendant understands that unanticipated  
28

1 collateral consequences will not serve as grounds to withdraw  
2 defendant's guilty plea.

3 9. Defendant and his counsel have discussed the fact that, and  
4 defendant understands that, if defendant is not a United States  
5 citizen, the conviction in this case makes it practically inevitable  
6 and a virtual certainty that defendant will be removed or deported  
7 from the United States. Defendant may also be denied United States  
8 citizenship and admission to the United States in the future.  
9 Defendant understands that while there may be arguments that  
10 defendant can raise in immigration proceedings to avoid or delay  
11 removal, removal is presumptively mandatory and a virtual certainty  
12 in this case. Defendant further understands that removal and  
13 immigration consequences are the subject of a separate proceeding and  
14 that no one, including his attorney or the Court, can predict to an  
15 absolute certainty the effect of his conviction on his immigration  
16 status. Defendant nevertheless affirms that he wants to plead guilty  
17 regardless of any immigration consequences that his plea may entail,  
18 even if the consequence is automatic removal from the United States.

19 FACTUAL BASIS

20 10. Defendant admits that defendant is, in fact, guilty of the  
21 offense to which defendant is agreeing to plead guilty. Defendant  
22 and the USAO agree to the statement of facts provided below and agree  
23 that this statement of facts is sufficient to support a plea of  
24 guilty to the charge described in this agreement and to establish the  
25 Sentencing Guidelines factors set forth in paragraph 12 below but is  
26 not meant to be a complete recitation of all facts relevant to the  
27 underlying criminal conduct or all facts known to either party that  
28 relate to that conduct.

1 Beginning on an unknown date, but no later than January 11,  
2 2019, and continuing through March 13, 2020, defendant, a Bureau of  
3 Prisons ("BOP") Automotive Work Supervisor at the Federal  
4 Correctional Complex in Victorville, California ("FCC Victorville"),  
5 abused his position of trust as a BOP employee to steal government  
6 property valued in excess of \$1,000, and to knowingly conceal and  
7 retain stolen government property valued in excess of \$1,000,  
8 intending to convert the property to his own use or gain.

9 Defendant abused his position of trust by directing an inmate  
10 worker at the UNICOR factory located at FCC Victorville to  
11 manufacture equipment from BOP owned materials, and to refurbish BOP  
12 owned equipment, for defendant's personal use. Defendant would then  
13 take the items manufactured or refurbished by the inmate home with  
14 him, sometimes concealing the items in his bag, and in the case of  
15 larger equipment, having inmate workers load the equipment on his  
16 pickup truck. Defendant rewarded the inmate worker for manufacturing  
17 and refurbishing items requested by defendant by falsely crediting  
18 the inmate worker for work that the inmate did not actually perform,  
19 among other means of reward.

20 As of March 13, 2020, when federal law enforcement agents  
21 executed a search warrant at his personal residence, agents found  
22 defendant to be in possession of at least 79 separate types of items  
23 that were stolen government property, which defendant knew had been  
24 stolen, and concealed and retained at his residence. This stolen  
25 property collectively was valued at approximately \$33,600.73. One of  
26 those items was a Starrett 81 piece gage block set valued at over  
27 \$4,000. Other items included: multiple drill bits, a Starett 0-inch  
28 to 6-inch micrometer set, two Miller Spectrum 2050 Plasma Cutting



1 Systems, a Miller Econotig AC/DC Welding Power Source, a RotoZip  
2 RotoSaw, multiple SawZall blades, eight hand-crafted steel flowers,  
3 three hand-crafted steel butterflies, a metal Halloween stencil, two  
4 metal snowmen stencils, two quarter inch steel plate metal cubes, a  
5 metal cart, two diamond plate metal storage boxes with trays, a  
6 fabricated metal two-level wheeled table, two rotating metal stands  
7 (one of which was embossed with defendant's last name), a three-  
8 legged metal stand, a metal dual cup holder, a metal single cup  
9 holder, an 800-watt inverter, a ratchet strap, a compressor, a fuel  
10 assembly, assorted Mac Motor parts, high and low pressure switches,  
11 module de-icer defrosters, numerous light fixtures, numerous light  
12 bulbs, Rosin core solder, numerous electrodes, numerous welding  
13 parts, and numerous metal and electrical parts (e.g., different types  
14 of wires, fuses, nuts, bolts, washers, screws, rings, shrink wrap,  
15 hose connectors, wire harness clamps, etc.), and assorted metal wire  
16 and metal plates.

17 In addition to knowingly and willfully concealing and retaining  
18 stolen government property at his residence, defendant sold stolen  
19 metal owned by BOP as scrap metal to third parties. Between January  
20 11, 2019 and February 17, 2020, defendant received approximately  
21 \$3,479.20 for various types of copper wires and tubes that defendant  
22 took from BOP and sold to Ecology Recycling.

#### 23 SENTENCING FACTORS

24 11. Defendant understands that in determining defendant's  
25 sentence the Court is required to calculate the applicable Sentencing  
26 Guidelines range and to consider that range, possible departures  
27 under the Sentencing Guidelines, and the other sentencing factors set  
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have  
2 any expectation of receiving a sentence within the calculated  
3 Sentencing Guidelines range, and that after considering the  
4 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
5 be free to exercise its discretion to impose any sentence it finds  
6 appropriate up to the maximum set by statute for the crime of  
7 conviction.

8 12. Defendant and the USAO agree to the following applicable  
9 Sentencing Guidelines factors:

10	Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
11	Greater than \$15,000:	+4	U.S.S.G. § 2B1.1(b)(1)(C)
12	Abuse of Position of Trust	+2	U.S.S.G. § 3B1.3

13 Defendant and the USAO reserve the right to argue that additional  
14 specific offense characteristics, adjustments, and departures under  
15 the Sentencing Guidelines are appropriate. In particular, the USAO  
16 believes that a two-level upward adjustment for receiving stolen  
17 property pursuant to U.S.S.G. § 2B1.1(b)(4) may apply in this case.

18 13. Defendant understands that there is no agreement as to  
19 defendant's criminal history or criminal history category.

20 14. Defendant and the USAO reserve the right to argue for a  
21 sentence outside the sentencing range established by the Sentencing  
22 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
23 (a)(2), (a)(3), (a)(6), and (a)(7).

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 15. Defendant understands that by pleading guilty, defendant  
26 gives up the following rights:

- 27 a. The right to persist in a plea of not guilty.
- 28 b. The right to a speedy and public trial by jury.

1           c.    The right to be represented by counsel -- and if  
2 necessary have the Court appoint counsel -- at trial. Defendant  
3 understands, however, that, defendant retains the right to be  
4 represented by counsel -- and if necessary have the Court appoint  
5 counsel -- at every other stage of the proceeding.

6           d.    The right to be presumed innocent and to have the  
7 burden of proof placed on the government to prove defendant guilty  
8 beyond a reasonable doubt.

9           e.    The right to confront and cross-examine witnesses  
10 against defendant.

11           f.    The right to testify and to present evidence in  
12 opposition to the charges, including the right to compel the  
13 attendance of witnesses to testify.

14           g.    The right not to be compelled to testify, and, if  
15 defendant chose not to testify or present evidence, to have that  
16 choice not be used against defendant.

17           h.    Any and all rights to pursue any affirmative defenses,  
18 Fourth Amendment or Fifth Amendment claims, and other pretrial  
19 motions that have been filed or could be filed.

20                                    WAIVER OF APPEAL OF CONVICTION

21           16. Defendant understands that, with the exception of an appeal  
22 based on a claim that defendant's guilty plea was involuntary, by  
23 pleading guilty defendant is waiving and giving up any right to  
24 appeal defendant's conviction on the offense to which defendant is  
25 pleading guilty. Defendant understands that this waiver includes,  
26 but is not limited to, arguments that the statute to which defendant  
27 is pleading guilty is unconstitutional, and any and all claims that  
28

1 the statement of facts provided herein is insufficient to support  
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 AND WAIVER OF COLLATERAL ATTACK

5 17. Defendant agrees that, provided the Court imposes a total  
6 term of imprisonment on all counts of conviction of no more than 16  
7 months, defendant gives up the right to appeal all of the following:  
8 (a) the procedures and calculations used to determine and impose any  
9 portion of the sentence; (b) the term of imprisonment imposed by the  
10 Court; (c) the fine imposed by the Court, provided it is within the  
11 statutory maximum; (d) to the extent permitted by law, the  
12 constitutionality or legality of defendant's sentence, provided it is  
13 within the statutory maximum; (e) the amount and terms of any  
14 restitution order, provided it requires payment of no more than  
15 \$3,479.20; (f) the term of probation or supervised release imposed by  
16 the Court, provided it is within the statutory maximum; and (g) any  
17 of the following conditions of probation or supervised release  
18 imposed by the Court: the conditions set forth in Second Amended  
19 General Order 20-04 of this Court; the drug testing conditions  
20 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
21 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22 18. Defendant also gives up any right to bring a post-  
23 conviction collateral attack on the conviction or sentence, including  
24 any order of restitution, except a post-conviction collateral attack  
25 based on a claim of ineffective assistance of counsel, a claim of  
26 newly discovered evidence, or an explicitly retroactive change in the  
27 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
28 conviction. Defendant understands that this waiver includes, but is

1 not limited to, arguments that the statute to which defendant is  
2 pleading guilty is unconstitutional, and any and all claims that the  
3 statement of facts provided herein is insufficient to support  
4 defendant's plea of guilty.

5 19. The USAO agrees that, provided (a) all portions of the  
6 sentence are at or above the statutory minimum and at or below the  
7 statutory maximum specified above and (b) the Court imposes a term of  
8 imprisonment of no less than 6 months, the USAO gives up its right to  
9 appeal any portion of the sentence, with the exception that the USAO  
10 reserves the right to appeal the amount of restitution ordered if  
11 that amount is less than \$3,479.20.

12 RESULT OF WITHDRAWAL OF GUILTY PLEA

13 20. Defendant agrees that if, after entering a guilty plea  
14 pursuant to this agreement, defendant seeks to withdraw and succeeds  
15 in withdrawing defendant's guilty plea on any basis other than a  
16 claim and finding that entry into this plea agreement was  
17 involuntary, then (a) the USAO will be relieved of all of its  
18 obligations under this agreement; and (b) should the USAO choose to  
19 pursue any charge that was either dismissed or not filed as a result  
20 of this agreement, then (i) any applicable statute of limitations  
21 will be tolled between the date of defendant's signing of this  
22 agreement and the filing commencing any such action; and  
23 (ii) defendant waives and gives up all defenses based on the statute  
24 of limitations, any claim of pre-indictment delay, or any speedy  
25 trial claim with respect to any such action, except to the extent  
26 that such defenses existed as of the date of defendant's signing this  
27 agreement.

1                                   EFFECTIVE DATE OF AGREEMENT

2           21. This agreement is effective upon signature and execution of  
3 all required certifications by defendant, defendant's counsel, and an  
4 Assistant United States Attorney.

5                                   BREACH OF AGREEMENT

6           22. Defendant agrees that if defendant, at any time after the  
7 signature of this agreement and execution of all required  
8 certifications by defendant, defendant's counsel, and an Assistant  
9 United States Attorney, knowingly violates or fails to perform any of  
10 defendant's obligations under this agreement ("a breach"), the USAO  
11 may declare this agreement breached. All of defendant's obligations  
12 are material, a single breach of this agreement is sufficient for the  
13 USAO to declare a breach, and defendant shall not be deemed to have  
14 cured a breach without the express agreement of the USAO in writing.  
15 If the USAO declares this agreement breached, and the Court finds  
16 such a breach to have occurred, then: (a) if defendant has previously  
17 entered a guilty plea pursuant to this agreement, defendant will not  
18 be able to withdraw the guilty plea, and (b) the USAO will be  
19 relieved of all its obligations under this agreement.

20           23. Following the Court's finding of a knowing breach of this  
21 agreement by defendant, should the USAO choose to pursue any charge  
22 that was either dismissed or not filed as a result of this agreement,  
23 then:

24                   a. Defendant agrees that any applicable statute of  
25 limitations is tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action.

27                   b. Defendant waives and gives up all defenses based on  
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 24. Defendant understands that the Court and the United States  
18 Probation and Pretrial Services Office are not parties to this  
19 agreement and need not accept any of the USAO's sentencing  
20 recommendations or the parties' agreements to facts or sentencing  
21 factors.

22 25. Defendant understands that both defendant and the USAO are  
23 free to: (a) supplement the facts by supplying relevant information  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations and determination of  
27 sentence, and (c) argue on appeal and collateral review that the  
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to  
2 maintain its view that the calculations in paragraph 12 are  
3 consistent with the facts of this case. While this paragraph permits  
4 both the USAO and defendant to submit full and complete factual  
5 information to the United States Probation and Pretrial Services  
6 Office and the Court, even if that factual information may be viewed  
7 as inconsistent with the facts agreed to in this agreement, this  
8 paragraph does not affect defendant's and the USAO's obligations not  
9 to contest the facts agreed to in this agreement.

10 26. Defendant understands that even if the Court ignores any  
11 sentencing recommendation, finds facts or reaches conclusions  
12 different from those agreed to, and/or imposes any sentence up to the  
13 maximum established by statute, defendant cannot, for that reason,  
14 withdraw defendant's guilty plea, and defendant will remain bound to  
15 fulfill all defendant's obligations under this agreement. Defendant  
16 understands that no one -- not the prosecutor, defendant's attorney,  
17 or the Court -- can make a binding prediction or promise regarding  
18 the sentence defendant will receive, except that it will be within  
19 the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 27. Defendant understands that, except as set forth herein,  
22 there are no promises, understandings, or agreements between the USAO  
23 and defendant or defendant's attorney, and that no additional  
24 promise, understanding, or agreement may be entered into unless in a  
25 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

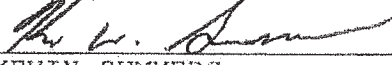
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

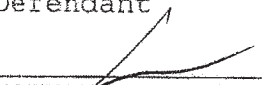
TRACY L. WILKISON  
United States Attorney

  
SEAN D. PETERSON  
Assistant United States Attorney

08/25/2022  
Date

  
KEVIN SUMMERS  
Defendant

8-15-2022  
Date

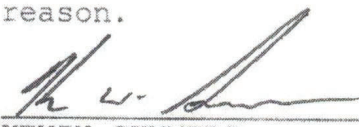
  
MATTHEW J. SINGER  
Attorney for Defendant  
KEVIN SUMMERS

8-15-22  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or

1 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
2 of relevant Sentencing Guidelines provisions, and of the consequences  
3 of entering into this agreement. No promises, inducements, or  
4 representations of any kind have been made to me other than those  
5 contained in this agreement. No one has threatened or forced me in  
6 any way to enter into this agreement. I am satisfied with the  
7 representation of my attorney in this matter, and I am pleading  
8 guilty because I am guilty of the charge and wish to take advantage  
9 of the promises set forth in this agreement, and not for any other  
10 reason.

11 

12 KEVIN SUMMERS  
13 Defendant

8-15-2022  
Date

14  
15  
16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am KEVIN SUMMERS's attorney. I have carefully and thoroughly  
18 discussed every part of this agreement with my client. Further, I  
19 have fully advised my client of his rights, of possible pretrial  
20 motions that might be filed, of possible defenses that might be  
21 asserted either prior to or at trial, of the sentencing factors set  
22 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
23 provisions, and of the consequences of entering into this agreement.  
24 To my knowledge: no promises, inducements, or representations of any  
25 kind have been made to my client other than those contained in this  
26 agreement; no one has threatened or forced my client in any way to  
27 enter into this agreement; my client's decision to enter into this  
28 agreement is an informed and voluntary one; and the factual basis set

1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.

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4   
MATTHEW J. SINGER  
Attorney for Defendant  
5 KEVIN SUMMERS

8/22/22  
Date

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Exhibit A

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
KEVIN SUMMERS,  
  
Defendant.

ED CR No.  
  
I N F O R M A T I O N  
  
[18 U.S.C. § 641: Concealment and  
Retention of Stolen Government  
Property in Excess of \$1,000]

The Acting United States Attorney charges:

[18 U.S.C. § 641]

On or about March 13, 2020, in San Bernardino County, within the  
Central District of California, and elsewhere, defendant KEVIN  
SUMMERS knowingly and willfully concealed and retained, with the  
intent to convert to his own use and gain, a thing of value of the  
United States Bureau of Prisons, a department and agency of the

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///

1 United States, having a value in excess of \$1,000, namely a Starrett  
2 81 piece gage block set valued at over \$4,000, which defendant  
3 SUMMERS knew had been stolen, purloined, and converted.

4  
5 STEPHANIE S. CHRISTENSEN  
6 Acting United States Attorney

7  
8 SCOTT M. GARRINGER  
9 Assistant United States Attorney  
Chief, Criminal Division

10 SEAN D. PETERSON  
11 Assistant United States Attorney  
Riverside Branch Office

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