

AF Approval TLK for SCN

Chief Approval 

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 2:24-cr-102-SPC-NPM

KEVOUN NAJAE WATTS

PLEA AGREEMENT

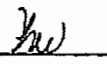
Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Roger B. Handberg, United States Attorney for the Middle District of Florida, and the defendant, Kevoun Najae Watts, and the attorney for the defendant, Yvette C. Gray, mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Counts One and Four of the Indictment. Count One charges the defendant with Hobbs Act Robbery, in violation of 18 U.S.C. §§ 1951(a) and (b).

Count Four charges the defendant with Using and Brandishing a Firearm During and in Relation to a Crime of Violence, in violation of 18 U.S.C. § 924(c)(1)(A)(ii).

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2. Maximum Penalties

Count One carries a maximum sentence of not more than twenty years imprisonment, a fine of up to \$250,000, a term of supervised release of up to three years, and a special assessment of \$100 per felony count for individuals, and \$400 per felony count for persons other than individuals, such as corporations. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Minimum and Maximum Penalties

Count Four is punishable by a mandatory minimum term of imprisonment of seven years up to Life, a fine of up to \$250,000, a term of supervised release of at least five years, and a special assessment of \$100 per felony count for individuals, and \$400 per felony count for persons other than individuals, such as corporations. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

4. Alleyne v. United States and Apprendi v. New Jersey

Under *Alleyne v. United States*, 570 U.S. 99 (2013), and *Apprendi v. New Jersey*, 530 U.S. 466 (2000), the defendant is subject to a mandatory minimum sentence of seven years' imprisonment and a maximum sentence of Life imprisonment as to Count Four because the following facts have been admitted by the defendant and are established by this plea of guilty:

On or about July 31, 2024, the defendant committed a Hobbs Act robbery as outlined in Count Two of the Indictment, and during that robbery, he brandished a firearm.

5. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: the Defendant knowingly acquired someone else's personal property;
- Second: the Defendant took the property against the victim's will, by using actual or threatened force, or violence, or causing the victim to fear harm, either immediately or in the future; and
- Third: the Defendant's actions obstructed, delayed, or affected interstate commerce.

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The elements of Count Four are:

First: that the Defendant committed the offense charged in Count 3 of the indictment; and
-The elements of Count 3 of the Indictment (Hobbs Act Robbery) are:
(1) the Defendant knowingly acquired someone else's personal property;
(2) the Defendant took the property against the victim's will, by using actual or threatened force, or violence, or causing the victim to fear harm, either immediately or in the future; and
(3) the Defendant's actions obstructed, delayed, or affected interstate commerce.

Second: that during and in relation to that violent crime, the Defendant knowingly used and brandished a firearm, as charged in the indictment;

6. Counts Dismissed

At the time of sentencing, the remaining count(s) against the defendant, Counts Two and Three, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

7. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

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8. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to:

1) RaceTrac, 5570 Lee Boulevard, Lehigh Acres, Florida 33971 and employee victims including T.J. and D.E.;

2) 7-Eleven, 4401 Colonial Boulevard, Fort Myers, Florida 33966, including employee victim W.H.

9. Discretionary Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663(a) and (b), defendant agrees to make full restitution to:

1) RaceTrac, 5570 Lee Boulevard, Lehigh Acres, Florida 33971 and employee victims including T.J. and D.E.;

2) 7-Eleven, 4401 Colonial Boulevard, Fort Myers, Florida 33966, including employee victim W.H.

10. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties

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understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

11. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for

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acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

12. Forfeiture of Assets

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. §§ 924 and 981(a)(1)(C), and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the Sig Sauer firearm and ammunition, which were involved in the offenses.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging

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instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

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The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct.

The defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished

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in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. The Defendant expressly consents to the forfeiture of any substitute assets sought by the Government. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that

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determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including satisfaction of any preliminary order of forfeiture for proceeds

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

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On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant

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factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United

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States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any

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recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

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8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation

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and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

RaceTrac located at 5570 Lee Boulevard, Lehigh Acres, Florida 33971, and 7-11 located at 4401 Colonial Blvd, Fort Myers, Florida, 33966 are an

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entities that operated in and affected interstate commerce. The FBI spoke to a loss prevention officer for RaceTrac out of Atlanta, Georgia, and the store manager of the 7-11 located at 4401 Colonial Blvd, Fort Myers, Florida, 33966, and both advised that various food and drink items located in their respective gas stations are shipped from outside of the State of Florida.

On July 31, 2024, at approximately 1:12 AM, the Lee County Sheriff's Office (LCSO) was dispatched to the RaceTrac located at 5570 Lee Boulevard, Lehigh Acres, Florida 33971, Middle District of Florida in reference to an armed robbery. Deputies made contact with two RaceTrac employees, who stated (not verbatim) that they had been robbed at gun point by a black male wearing a green ski mask and gloves while holding a backpack. The black male suspect was later identified as Kevoun Najae Watts, the defendant. Deputies learned that the defendant brandished a firearm by pointing it at RaceTrac employees and demanded money. After the suspect made his demands, he directed an employee, who was in front of the counter with a trash bag in her hand, to go to the register to retrieve the money. The employee went to the cash register and handed over approximately \$200 in U.S. Currency. The suspect left the scene in a black four door sedan. Deputies also obtained a description of the suspect.

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Deputies noted that the robbery was captured on RaceTrac surveillance video. Upon review of the video, deputies observed a black male enter the RaceTrac around 1:10 AM on July 31, 2024, wearing a black long-sleeved sweatshirt with white lettering on the left arm and red lettering on the right arm with black pants and light-colored shoes. The suspect was captured wearing a ski mask and no gloves when he approached an employee and brandished a firearm by pointing it at the employee. The employee retrieved money from the register as the suspect was on the other side of the counter with his backpack open while he held a firearm in his hand. The suspect then demanded another employee to open another register, but that register was not working. The suspect then fled the scene. A total of approximately \$265 was taken by the suspect during the robbery.

LCSO Violent Crime Unit Detective Uribe later processed the scene and was also advised by dispatch that a 7-Eleven gas station located at 4401 Colonial Blvd, Fort Myers, Florida, 33966, Middle District of Florida was also robbed later that same morning around 2:26 AM. According to Fort Myers Police Department (FMPD) reports, FMPD officers responded to the 7-Eleven gas station located at 4401 Colonial Boulevard in reference to a robbery describing the suspect as a black male, wearing a green ski mask, grey sweatshirt, and black

pants. The suspect of the 7-Eleven robbery was also later identified as Kevoun Najae Watts, the defendant.

According to reports, FMPD officers spoke to victim employees of the 7-11, who described the robbery. The employee described the suspect and explained that he was working the cash register when he told the unknown male suspect that the register was malfunctioning. After the employee told the suspect about the malfunction, the suspect brandished a firearm by pointing it at the employee and demanded money from the register. The employee complied with the suspect's demands. The employee was unsure of the exact amount of money the suspect took, but estimated it was around \$300. A witness explained that she heard an unknown male go up to the checkout area and demand the employee to place money from the cash register into a bag. While making this demand, the suspect pointed a firearm at the employee. Another witness described the robbery similarly.

FMPD provided the surveillance video of the 7-Eleven robbery to Detective Uribe. After reviewing the video of the 7-Eleven robbery, Detective Uribe believed the same suspect had committed the 7-Eleven robbery and the RaceTrac robbery. Review of surveillance video also established a suspect vehicle. Using the license plate number of the suspect vehicle, detectives established a Fort Myers address associated with the vehicle.

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A traffic stop was initiated on the Suspect vehicle near that address, and Watts was located in the passenger seat. Detectives obtained and executed state search warrants for the vehicle and the associated residence. In the residence, detectives located a Sig Sauer 9mm caliber firearm and ammunition, black Nike sweatpants, sweatshirts observed in both video surveillance recordings, light-colored tennis shoes, and a green ski mask. In the suspect vehicle, detectives found a backpack that the suspect was wearing during both robberies that contained Watts' identification card.

Watts was taken to LCSO headquarters to be interviewed. Watts was read his *Miranda* rights. Watts stated that he understood their rights and agreed to speak to detectives. In summary, Watts admitted to committing the robbery at Racetrac and the robbery at 7-Eleven, using a firearm to commit both robberies, and obtaining money as a result of both robberies.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

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13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 4th day of February, 2025.

Kevoun Najae Watts
Kevoun Najae Watts
Defendant

Yvette C. Gray
Yvette C. Gray
Attorney for Defendant

ROGER B. HANDBERG
United States Attorney

Mark R. Morgan
Mark R. Morgan
Assistant United States Attorney

Jesus M. Casas
Jesus M. Casas
Assistant United States Attorney
Chief, Fort Myers Division

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