

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) No.
)
BLISS BARBER WORRELL,)
)
Defendant.)

4:15CR00486 HEA

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. **PARTIES:**

The parties are the defendant , represented by defense counsel , and the United States of America (hereinafter "United States" or "Government"), represented by the Office of the United States Attorney for the Western District of Missouri¹ and the Civil Rights Division of the U.S. Department of Justice. This agreement does not, and is not intended to bind any governmental offices or agencies other than the United States Attorney’s Office and the Civil Rights Division, as listed above.² The Court is neither a party to nor bound by this agreement. However, if the Court accepts the plea agreement as to the sentence or sentencing range, then the Court will be bound by said agreement pursuant to Rule 11(c)(1)(C).

2. **GUILTY PLEA:**

¹ David Ketchmark, First Assistant United States Attorney for the Western District of Missouri, has been appointed as Special Attorney to the Attorney General based upon a recusal of the United States Attorney’s Office for the Eastern District of Missouri.

² The United States Attorney’s Office for the Eastern District of Missouri is bound by this agreement due to its recusal.

Pursuant to Rule 11(c)(1)(A) and (C), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to one count of Misprision of a Felony as charged in the Information, the Government agrees that no further federal prosecution will be brought in this District relative to the defendant's conduct on or about July 23-24, 2014, of which the Government is aware at this time. In addition, pursuant to Rule 11(c)(1)(C), Federal Rules of Criminal Procedure, the parties agree that the defendant's sentence should be eighteen (18) months probation. The Government's recommendation of probation is predicated on the defendant's agreement to provide truthful testimony if subpoenaed by the Government during related prosecutions. If the Court informs the parties prior to sentencing that it will reject this agreement or the Court sentences defendant to a sentence not in conformity with this agreement, then either party may withdraw from the plea agreement and the defendant will have an opportunity to withdraw her guilty plea pursuant to Rule 11(c)(5). The parties further agree that neither party shall request a sentence above or below the sentencing agreement in this paragraph pursuant to any chapter of the Guidelines, Title 18, United States Code, Section 3553, or any other provision or rule of law not addressed herein. The defendant also agrees that the Government may withdraw from the plea agreement at any time prior to sentencing.

3. **ELEMENTS:**

As to the sole count in the Information, the defendant admits to knowingly violating Title 18, United States Code, Section 4, and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

One, that an officer with the St. Louis Metropolitan Police Department committed the crime of Deprivation of Rights in violation of 18 U.S.C. § 242, *i.e.* this officer, while acting

under color of law, willfully deprived an arrestee in his custody of his Constitutional right to be free from unreasonable force;

Two, the defendant had full knowledge of that fact;

Three, the defendant failed to notify authorities that the crime had been committed; and

Four, the defendant took an affirmative step to conceal the crime.

4. **FACTS:**

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3. Both the Government and the defendant also agree that these facts do not contain all of the relevant information known to the parties:

The defendant, Worrell, served as an Assistant Circuit Attorney (ACA) in the Misdemeanor Division of the St. Louis Circuit Attorney's Office from August 2013, through July 2014. In that capacity, she prosecuted criminal violations of Missouri state statutes on behalf of the State of Missouri. One of her duties was to make determinations as to whether there was probable cause that an individual committed a crime, based on evidence provided to her by law enforcement and/or civilian witnesses. As the prosecutor considering the matter, she had a great deal of power: she could decline to issue charges; take the matter under advisement in an effort to find out more information, or issue charges. If she chose to issue charges, the warrant affidavit on which she signed off would go to a judge for the setting of a bond, and a warrant would be issued for the arrest of the person who committed the crime. The decision whether to issue charges was made in the Warrant Office, an office on a different floor and

separate from the other offices in the Circuit Attorney's Office. Prosecutors rotated working in the Warrant Office based on a schedule put in place by their supervisors.

During her tenure as a prosecutor, the defendant developed a close friendship with a veteran officer of the St. Louis Metropolitan Police Department (SLMPD), several years her senior. The two frequently communicated and texted each other, trained for a marathon together, and often confided in each other. On the evening of July 22, 2014, the defendant was at a Cardinals game at Busch Stadium with two friends from the Circuit Attorney's Office when she received several phone calls from the veteran officer. Although she does not remember the entirety of the conversations because she had been drinking alcohol, the defendant does recall that the veteran officer explained that an individual (M.W.) was arrested at Ballpark Village for possessing the veteran officer's daughter's credit card. The defendant also remembers the veteran officer telling her that he was either in the room where M.W. was being held at the police station, or he was about to go into the room where M.W. was being held. The defendant wondered what the veteran officer would do to M.W., and thinks she even made a joke about it. Later that night, the veteran officer told the defendant that he injured his foot. At the time, the defendant was concerned that the veteran officer's foot injury would hamper his ability to train for the marathon. In the day that followed, she realized that he injured his foot while assaulting M.W.

After the Cardinals game, the defendant, her friends, and a different SLMPD officer went to a bar. Although the defendant cannot recall the specifics of their conversation, she knows they discussed the veteran officer's assault on M.W. because the other SLMPD officer commented something to the effect of, "If it was my daughter, I would have beat him up."

The following morning, on Wednesday, July 23, 2014, the defendant called the veteran police officer and asked him to tell her what happened the previous night. His response was that he already told her what happened about three different times. When she then arrived at work at the Circuit Attorney's Office, she discussed with her colleagues/friends who had been out with her the night before, that the veteran police officer had assaulted someone in custody. Thereafter, the defendant and these friends engaged in a group text in which they discussed that they should not have been talking about the assault within earshot of another one of the misdemeanor ACAs. They agreed that such behavior was not in that ACA's "true public servant nature." The defendant regrets the text and has since acknowledged that by "true public servant," they meant that the ACA to whom they were referring, took her role as a prosecutor seriously and would not cover for, joke about, or conceal information about a law enforcement officer unjustifiably beating up an individual in his custody.

That same morning, the defendant went into another colleague's office, shut the door, and with the veteran officer on her phone, told him to tell her colleagues what transpired. The defendant then pushed the speaker phone button so she and her colleagues could hear the veteran officer. The veteran officer once again relayed that M.W. had been found in possession of his daughter's credit card. He explained that he went back to the police station and into the room where M.W. was being held. The veteran officer admitted to throwing M.W. against the wall, beating him up, throwing a chair at him, and "shov[ing] [his] pistol down the guy's throat."

Later that morning, the veteran officer called the defendant back and asked who was assigned to work in the Warrant Office because the arresting officer would soon be arriving at the Warrant Office to present the charges against M.W. The defendant did not intend to issue the

case. However, when she went into the Warrant Office after lunch to retrieve her sneakers that she had left there earlier, the arresting officer approached her, saying, "You're Bliss," and introduced himself. Rather than go back to her office, she remained in the Warrant Office with the arresting officer as he waited for another ACA to become available so he could present the case. While they waited, the defendant asked him "how it all went down." The arresting officer did not have a police report with him, but instead verbally described how M.W. was found with the stolen credit card. The arresting officer also described that after M.W. was handcuffed at Ballpark Village, but before he was placed in the patrol car, M.W. began resisting arrest, by "wriggling" his body. The arresting officer further described that when he pulled into the police station and took M.W. out of the patrol car, M.W. broke free from the arresting officer's grip and ran a few steps before the arresting officer gained control of him.

After some time had passed and no other ACA freed up to issue the case, the defendant decided to issue the case herself by helping a new ACA who had just started with the Circuit Attorney's Office three weeks prior. The defendant knew she was not to issue cases on which she had personal knowledge, but she proceeded to do so anyway. The arresting officer again relayed the same set of facts to the defendant and to the new ACA. The defendant consulted with several senior colleagues as well as the Chief Warrant Officer to determine the appropriate credit card charges and to determine the applicable charges regarding the arresting officer's description of M.W. resisting and/or attempting to escape. Never during any of the discussions about the escape or resisting charges did the defendant tell anyone that the veteran officer assaulted M.W. minutes after the arresting officer brought him to the station. The defendant was aware of the power of her position, and well knew that she was obliged to disclose the assault

because it would bear on the decision whether to prosecute, and would likely result in an investigation into the veteran officer's actions.

Nonetheless, the defendant issued a charge for Attempted Escape, and did so under the new ACA's name. The defendant then hand-walked the paperwork to a judge for a bond determination, contrary to the usual practice of submitting paperwork through the clerk's office which does not require the presence of the prosecutor. The defendant often hand-walks cases to a judge when she wants to ensure the judge is aware of all the relevant facts when setting a bond, especially when the case related to a family member of a police officer. In this instance, however, the defendant failed to inform the judge of the relevant fact that M.W. had been assaulted by a police officer soon after being brought to the police station. The defendant well knew that information would likely bear on the judge's determination, and that she had a duty as a prosecutor to inform the judge about the assault on M.W.

Significantly, after the defendant spoke with federal authorities, she was shown a copy of the arresting officer's final police report which she had never before seen. The report contained information different from what the arresting officer verbally provided to the defendant in the Warrant Office as the basis for the Attempted Escape charge. Nowhere in the report was there anything about M.W. resisting arrest at Ballpark Village, nor was there any description of M.W. breaking free from the arresting officer's grip. Instead the report described that upon arriving at the police station, M.W. "violently twist[ed] his body back and forth in an attempt to break free of [the officers'] grip and escape" and that this arresting officer and another officer had to "direct him to the ground where he landed on the pavement on his chest." Upon presenting the case at

the Warrant Office, the arresting officer did not tell the defendant that he had a partner with him nor did he tell her that he and his partner had to direct M.W. to the ground.

Federal authorities also showed the defendant a draft report authored by the arresting officer. That version stood in stark contrast to both what was in the arresting officer's final report, and to what the arresting officer verbally told the defendant and her colleague in the Warrant Office. The draft report described that upon arriving at the police station, M.W. "began to run attempting to break free from [the arresting officer's] grasp...He again thrashed his arms back and forth in an attempt to break from [the officers'] grip...[The arresting officer] then tackled [M.W.] to the ground where he landed on his chest and face." The report also described that the arresting officer landed on M.W.'s back, using his "body weight to keep [M.W.] from [sic] escaping as he continued to attempts to break free." According to the draft, the arresting officer then "gave [M.W.] three knee-strikes to the left side of his back." None of this was relayed to the defendant at the time the charges were presented at the Warrant Office.

Later in the evening after the defendant issued the charges, she went running with the veteran officer in Forest Park. During that run, she questioned him about the arresting officer's demeanor in the Warrant Office, explaining that he seemed annoyed to be there. The veteran officer said something to the effect, "[the arresting officer] is upset because this was the first time he had to take one for the team." The defendant took that to mean this was the first time the arresting officer had to lie and cover for a fellow officer.

During the run, the veteran officer talked more about the assault, using the pronoun "we" when discussing the assault, acknowledging that he was not the only officer who beat up M.W.

He was also glad that a particular lieutenant was on duty the night before, because that lieutenant was a "loose cannon," and partook in assaulting M.W.

The veteran officer, in the context of using his gun as part of the assault, also told the defendant, "I think I chipped his tooth." However, he then backtracked and said something to the effect of, "[M.W.] said he was in a fight earlier so I don't know if we did it." The veteran officer further explained that as M.W. was being brought into the police station, "everyone" was laughing at him because he was screaming for help, likely because he was told during the transport that he was going to get beat up.

It was after that run that the defendant realized the gravity of her actions and that of the SLMPD officers involved. Where the arresting officer "took one for the team," she did as well by filing the attempted escape charge, which, at that point, she well knew was fabricated. However, contrary to her obligations as a prosecutor, she did not alert her supervisors that evening or anytime thereafter. Instead, the next morning, on Thursday, July 24, 2014, she went to the confinement docket, where she knew M.W. would make his first appearance, and she checked his booking photo in an attempt to learn the nature and/or extent of his injuries.

As that day progressed and she learned that her supervisors in the Circuit Attorney's Office found out about the assault and the charges, the defendant questioned her fellow misdemeanor colleagues about what they reported about her to the supervisors.

The defendant knew that the veteran officer, while acting in his capacity as such, assaulted an arrestee in his custody to include shoving a gun into his mouth. Despite being aware that the assault occurred moments after being transported to the police station, the defendant, contrary to her obligations as a prosecutor, concealed her knowledge of the assault by

failing to disclose the assault to her colleagues and supervisors when making the charging decision, and then to the judge when presenting the case for a bond determination. She then further allowed the charges to stand even after later learning that the facts that made out the Attempted Escape charge were fabricated to cover for the actions of the officers.

5. **STATUTORY PENALTIES:**

The defendant fully understands that the maximum possible penalty provided by law for the crime to which the defendant is pleading guilty is imprisonment of not more than three (3) year, a fine of not more than \$250,000, or both such imprisonment and fine. The Court may also impose a period of supervised release of not more than one (1) year.

6. **U. S. SENTENCING GUIDELINES 2014 MANUAL:**

The defendant understands that this offense is affected by the U. S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. To assist the Court in determining the impact of the plea agreement, the parties submit the following U.S. Sentencing Guidelines analysis:

a. **Chapter 2 Offense Conduct:**

(1) **Base Offense Level:** The parties agree that the base offense level is 14, as found in Section 2X4.1, which cross-references to the underlying crime is 18 U.S.C § 242, controlled by § 2H1.1. Section 2H1.1 then cross-references to the underlying offense of Aggravated Assault (§ 2A2.2).

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply: Section 2A2.2(b)(2)(B) calls for an additional four (4) levels because a firearm was used; Section 2A2.2(b)(3)(A) calls for an additional three (3) levels

because the victim sustained bodily injury. Section 2H1.1(b) calls for an additional six (6) levels because the officer was acting under color of law.

b. **Chapter 3 Adjustments:**

(1) The parties agree that the following adjustment applies: Section 3A1.3 calls for an additional two (2) levels because the victim was physically restrained at the time of the offense

(2) **Acceptance of Responsibility:** The parties recommend that three (3) levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility.

c. **Estimated Total Offense Level:** The parties estimate that the Total Offense Level is 17. Pursuant to Section 2X4.1, the total offense level is nine (9) levels lower than the underlying offense but no more than 19.

d. **Criminal History:** The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is available in the Pretrial Services Report.

f. **Effect of Parties' U.S. Sentencing Guidelines Analysis:**

The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be

permitted to withdraw from the plea agreement. But, if the Court accepts the plea agreement in this case, it is bound by the sentencing agreement in paragraph 2 above.

7. **WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:**

a. **Appeal:** The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

(1) **Non-Sentencing Issues:** The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery and the guilty plea.

(2) **Sentencing Issues:** In the event the Court accepts the plea and, in sentencing the defendant follows the sentencing agreement in paragraph 2, then, as part of this agreement, the parties hereby waive all rights to appeal all sentencing issues.

b. **Habeas Corpus:** The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. **Right to Records:** The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

8. **OTHER:**

a. **Disclosures Required by the United States Probation Office:**

The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

b. **Civil or Administrative Actions not Barred; Effect on Other Governmental Agencies:**

Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

c. **Supervised Release:** Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished.

d. **Mandatory Special Assessment:** Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

e. **Possibility of Detention:** The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143. However, the Government does not oppose that the defendant be released pending sentencing in light of the Government's recommendation of a probation sentence.

9. **ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:**

In pleading guilty, the defendant acknowledges, fully understands and hereby waives her rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the entire case against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

10. **VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:**

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges that the defendant has voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

11. **CONSEQUENCES OF POST-PLEA MISCONDUCT:**

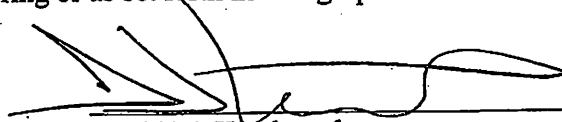
After pleading guilty and before sentencing, if defendant commits any crimes, violates any conditions of release, violates any term of this guilty-plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States will be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any

sentencing position supported by the facts, including but not limited to, obstruction of justice and denial of acceptance of responsibility.

12. **NO RIGHT TO WITHDRAW GUILTY PLEA:**

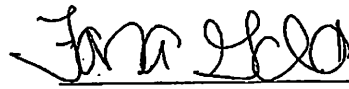
Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring or as set forth in Paragraph 2 above.

10/26/15
Date




David M. Ketchmark
Special Attorney to the United States
Attorney General

10/26/15
Date



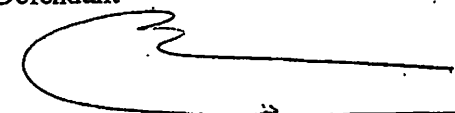
Fara Gold
Trial Attorney
Civil Rights Division, Criminal Section

10/26/15
Date



Bliss Barber Worrell
Defendant

10/26/15
Date



Paul D'Agrosa
Attorney for Defendant