

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
v.) No.
)
WILLIAM MILLER,)
)
 Defendant.)

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. PARTIES:

The parties are the defendant William Miller, represented by defense counsel Larry Hale, and the United States of America (hereinafter "United States" or "Government"), represented by Assistant United States Attorney Hal Goldsmith and the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

2. GUILTY PLEA:

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to Count One of the Information, the United States agrees that no further federal prosecution will be brought in this District relative to the defendant's aiding and abetting Steven V. Stenger's scheme to defraud and deprive the citizens of St. Louis County of their right to Stenger's, defendant's and other St. Louis County officials' honest

services through the acceptance of campaign contributions in exchange for the award of contracts through St. Louis County and the St. Louis Economic Development Partnership and its affiliated organizations during the period December, 2017 through April 12, 2019, of which the Government is aware at this time and actively investigating.

In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties herein is the result of negotiation and led, in part, to the guilty plea. The parties further agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

3. ELEMENTS:

As to Count One, the defendant admits to knowingly violating Title 18, United States Code, Sections 1343, 1346, 1349, and 2, and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. The defendant voluntarily and intentionally aided and abetted another in devising and participating in a scheme to defraud the citizens of St. Louis County, Missouri of their right to their honest services through bribery, or an attempt to do so, which scheme to defraud is described as follows: defendant used his official position as Chief of Staff to the St. Louis County Executive to aid and abet the St. Louis County Executive in enriching himself through soliciting and accepting political donations from individuals and their companies in exchange for favorable official action, which enriched those individuals and their companies by secretly obtaining favorable action for themselves and their companies, through corrupt means;
2. The defendant did so with the intent to defraud;

3. The scheme to defraud involved fraudulent and false material pretenses, statements, representations, and concealment of fact; and
4. The defendant used, caused to be used, or aided and abetted the use of the interstate wires in furtherance of, or in an attempt to carry out, some essential step in the scheme.

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:

The citizens of St. Louis County had an intangible right to the honest services of their public officials.

The St. Louis Economic Development Partnership's (hereinafter "SLEDP") stated purpose was to function as the economic development agency serving St. Louis County and City.

Steven V. Stenger (hereinafter "Stenger") was the elected County Executive for St. Louis County. Stenger's office vested him with actual and perceived authority and influence over, among other things, the hiring of St. Louis County employees, as well as the hiring of SLEDP employees. Stenger appointed the majority of the Board of Directors for SLEDP, including defendant **WILLIAM MILLER**. Stenger's office also vested him with actual and perceived authority and influence over the awarding of certain contracts and grants by St. Louis County and SLEDP. Stenger's office also vested him with actual and perceived authority over certain other public officials, including but not limited to SLEDP Chief Executive Officer, Sheila Sweeney, St. Louis County Chief of Staff, defendant **WILLIAM MILLER**, St. Louis County Chief of Policy, Jeff Wagener, and St. Louis County Senior Policy Advisor, Thomas Curran.

Stenger served as the St. Louis County Council Member from the 6th District from 2009 through 2014. Stenger took office as County Executive in January 2015 and was re-elected in November, 2018. As such, Stenger owed the citizens of St. Louis County his honest services.

Defendant **WILLIAM MILLER** (hereinafter “**MILLER**”) served as Chief of Staff to St. Louis County Executive Stenger, having been hired by Stenger during December, 2017. As Chief of Staff, **MILLER** was responsible for primarily assisting Stenger in managing the day to day operations of St. Louis County Government, and he supervised Stenger’s Executive Staff. **MILLER** was also appointed by Stenger to the SLEDP Board during 2018. In his positions, **MILLER** owed the citizens of St. Louis County his honest services.

Sheila Sweeney was the Chief Executive Officer of SLEDP, having been appointed to that position by defendant Stenger during in or about August, 2015. Sweeney’s office vested her with actual authority and influence over, among other things, the awarding of certain contracts and grants by SLEDP. As SLEDP and its affiliated organizations received funding, in part, from St. Louis County, Sweeney owed the citizens of St. Louis County her honest services.

As publicly stated, Company One is a Missouri lobbying firm. Company One had been awarded contracts from SLEDP to provide state lobbying work for many years. During November, 2018, Company One’s contract with SLEDP was set to expire, and SLEDP issued an RFP for bids in order to hire a company to perform its state lobbying efforts going forward. In response to the RFP, SLEDP received two competitive bids; one bid from Company One, and one bid from Company Two.

Company One and its principal owner made political donations to Stenger in support of both his November, 2014 election and his November, 2018 re-election as St. Louis County

Executive. For example, during September and October, 2014, leading up to Stenger's first election for County Executive, Company One contributed approximately \$17,000 to the Citizens for Steve Stenger campaign committee. Even before Stenger had been sworn in as County Executive in January, 2015, he took steps to direct the SLEDP lobbying contract to Company One. During 2015 and 2016, Company One contributed an additional approximately \$32,000 to Stenger, through both the Citizens for Steve Stenger campaign committee, and the MACFPD PAC. Through November 20, 2018, Company One and its principal owner contributed a total of approximately \$59,000 to Stenger. Company One's principal owner also recruited additional Stenger donors, and held fundraisers for Stenger.

Relative to the November, 2018 RFP for the SLEDP lobbying contract, in private conversations with defendant **MILLER** and other executive staff members, Stenger spoke about how important Company One's principal owner's political donations were to him.

November 19, 2018:

Stenger: But, look, [Company One's principal owner], clearly a big supporter of mine, guess what, he's been the mother f--in' one of the biggest supporters of every County Executive, including the person I was running against last time. He supports whoever's in power, that's what he does.

Defendant **MILLER** well knew that Company One's principal owner was a substantial and ongoing political donor to Stenger.

When Stenger learned that the SLEDP lobbying contract was going out for bids, he directed defendant **MILLER** and his top executive staff members to contact Sheila Sweeney to ensure that Company One was awarded the contract. Defendant **MILLER** then held discussions with executive staff members who **MILLER** supervised about how to approach Sweeney on the

subject, and how to ensure that Sweeney would cause SLEDP to select Company One for the lobbying contract. Defendant **MILLER** had one or more telephone conversations with Sheila Sweeney during which he advised her that Stenger wanted Company One to receive the SLEDP lobbying contract. Sweeney was well aware that Company One's principal owner was a substantial and ongoing political donor to Stenger.

Stenger ultimately directed his three top executive staff members, defendant **WILLIAM MILLER**, Jeff Wagener, and Thomas Curran, to personally meet with Sheila Sweeney about the SLEDP lobbying contract to ensure that Company One was awarded the contract.

Following Stenger's directive to meet with Sweeney about the lobbying contract, defendant **MILLER** held additional discussions with executive staff members to further discuss how best to approach her. As directed by Stenger, defendant **MILLER**, Jeff Wagener, and Thomas Curran met with Sheila Sweeney at the Starbucks coffee shop in Clayton, Missouri on November 20, 2018. During the meeting, defendant **MILLER** raised the issue of the SLEDP lobbying contract with Sweeney, and advised Sweeney that Stenger wanted the lobbying contract to go to Company One. Immediately following the Starbucks meeting, defendant **MILLER**, Jeff Wagener and Thomas Curran had further discussions concerning the lobbying contract, and which company Sweeney would decide to award the contract to. The defendant **MILLER** and Jeff Wagener also met directly with Stenger, and **MILLER** assured Stenger that he believed Sweeney would select Company One for the lobbying contract based upon defendant **MILLER**'s discussion with Sweeney at the Starbucks coffee shop.

Following her discussions and meeting with defendant **MILLER** and Stenger's other executive staff members, and based in large part upon those discussions, Sweeney recommended

to the SLEDP Board that the lobbying contract be awarded to Company One. On December 12, 2018, the SLEDP Board, including Board members defendant MILLER and Wagener, awarded the state lobbying contract to Company One. Neither defendant MILLER, nor Sweeney advised the other members of the SLEDP Board of their prior discussions concerning awarding the contract to Company One, or that Stenger had directed them to award the contract to Company One. The contract for the year beginning January 1, 2019 was for \$149,000.

Between October 30, 2018 and December 12, 2018, for the purpose of executing and attempting to execute the scheme to defraud and deprive the citizens of St. Louis County of their right to their honest services, Steven V. Stenger, defendant WILLIAM MILLER, and other St. Louis County officials knowingly transmitted and caused to be transmitted by means of wire communication in and affecting interstate commerce, certain writings, signs, and signals, including text messages sent via the internet, and cellular telephone calls, communications which were intended to ensure that the Chief Executive Officer and the SLEDP Board awarded a lobbying contract to Company One, whose principal owner was an ongoing political donor to Steven V. Stenger.

SLEDP formally cancelled the lobbying contract with Company One on May 22, 2019.

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 twenty (20) years, 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 three (3) years.

6. U.S. SENTENCING GUIDELINES: 2018 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. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

a. Chapter 2 Offense Conduct:

(1) **Base Offense Level:** The parties agree that the base offense level is 7, as found in Section 2B1.1(a)(1).

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply:

8 levels are added because the loss exceeded \$95,000, pursuant to Section 2B1.1(b)(1)(E).

b. Chapter 3 Adjustments:

2 levels are added because defendant abused a position of public trust in a manner that significantly facilitated the commission or concealment of the offense, pursuant to Section 3B1.3.

Acceptance of Responsibility: The parties agree that 3 levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility and timely notified the government of the defendant's intention to plead guilty. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new

evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

Other Adjustments: The parties agree that the following additional adjustments apply:

None.

Estimated Total Offense Level: The parties estimate that the Total Offense Level is 14.

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 substantially available in the Pretrial Services Report.

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.

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, the guilty plea, the constitutionality of the statute(s) to which defendant is pleading guilty and whether defendant's conduct falls within the scope of the statute(s).

(2) **Sentencing Issues:** In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History, but only if it affects the Base Offense Level or Criminal History Category. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level and sentences the defendant within or above that range.

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 per count for a total 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.

f. **Fines, Restitution and Costs of Incarceration and Supervision:** The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A, an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss. The defendant agrees to provide full restitution to all victims of all charges in the indictment. However, defendant reserves the right to contest the amount of restitution, whether a part of the counts of conviction or relevant conduct.

8. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his 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 or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses 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.

The guilty plea could impact defendant's immigration status or result in deportation. In particular, if any crime to which defendant is pleading guilty is an "aggravated felony" as defined by Title 8, United States Code, Section 1101(a)(43), removal or deportation is presumed mandatory. Defense counsel has advised the defendant of the possible immigration consequences, including deportation, resulting from the plea.

9. 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, including any Department of Justice attorney, 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 having 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.

10. CONSEQUENCES OF POST-PLEA MISCONDUCT:

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, 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, at its option, may 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.

11. 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.

May 31, 2019
Date

Hal G.
HAL GOLDSMITH
Assistant United States Attorney

5/31/2019
Date

William Miller
WILLIAM MILLER
Defendant

5/31/19
Date

Larry Hale
LARRY HALE
Attorney for Defendant