

U.S. Department of Justice

United States Attorney

District of Columbia

*Judiciary Center
355 Fourth St. N.W.
Washington, D.C. 20530*

May 6, 2014

Ms. Semyonova
633 Indiana Avenue, N.W.
Washington, DC 20004

Re: UNITED STATES v. HOWARD RANDOLPH, 2013 CF1 22059

Dear Ms. Semyonova:

This letter is to confirm the plea offer for your client, Randolph Howard. This plea offer will remain open until May 8, 2014. However, the Government reserves the right to revoke this plea offer at any time before your client enters a guilty plea in this case. If your client accepts the terms and conditions set forth below, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the plea agreement between your client and the Office of the United States Attorney for the District of Columbia. The terms of the offer are as follows:

1. Your client, Randolph Howard, agrees to admit guilt and enter a plea of guilty under Rule 11(e)(1)(c) to the following offenses: Involuntary Manslaughter, in violation of 22 D.C. Code §§ 2105, 404 (2001 ed.) Your client understands that the offense of Involuntary Manslaughter carries a potential maximum penalty of 30 years and/or a \$75,000 fine, followed by 5 years of supervised.
2. Your client understands that the Government will reserve step-back pending sentencing, will waive any sentencing enhancement papers, and will reserve allocation at sentencing, subject to the terms set forth in paragraph 5. of this agreement.
3. Your client understands that the Government agrees that it will not seek indictment on any remaining or greater charges arising from the facts in the above-referenced case. The Government will not prosecute your client possessing any controlled substances while at the Halfway House between 1/10/14 and 3/12/14.
4. The parties further agree that your client, after taking an oath to tell the truth, shall agree to the attached factual proffer in open court on the date of the plea.



5. Your client understands that the Court may utilize the District of Columbia Sentencing Commission's Voluntary Sentencing Guidelines in imposing the sentence in this case. Although the Government reserves the right to allocute at your client's sentencing in this case, the plea is pursuant to Rule 11(e)(1)(c). Accordingly, the parties agree that the sentencing range is 6-24 months, probation, short split or prison permissible.

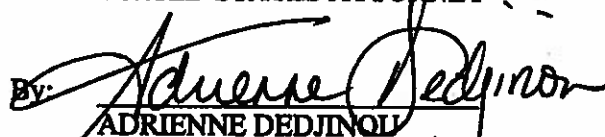
6. Your client agrees that this letter is binding on the Government, and once the Court accepts the agreement, it is binding on the Court. The Government understands that your client is not bound by the Government's allocution, and may request a lesser sentence, subject to the terms set forth in paragraph 5. above.

7. In entering this plea of guilty, your client understands and agrees to waive certain rights afforded to your client by the Constitution of the United States and/or by statute. In particular, your client knowingly and voluntarily waives or gives up his right against self-incrimination with respect to the offense(s) to which your client is pleading guilty before the Court which accepts your client's plea. Your client also understands that by pleading guilty your client is waiving or giving up your client's right to be tried by a jury or by a judge sitting without a jury, the right to be assisted by an attorney at trial and the right to confront and cross-examine witnesses.

8. This letter sets forth the entire understanding between the parties and constitutes the complete plea agreement between your client and the United States Attorney's Office for the District of Columbia. This agreement supersedes all prior understandings, promises, agreements, or conditions, if any, between this Office and your client.

Respectfully,

RONALD C. MACHEN JR.
UNITED STATES ATTORNEY

By: 
ADRIENNE DEDJINQ
ASSISTANT U.S. ATTORNEY

PROFFER OF FACTS

Had this case proceeded to trial, the government's evidence would have proven beyond a reasonable doubt that the defendant, Howard Randolph, and the decedent, Rayshawn Hailstock, knew of each other since 2010. In 2010, the defendant dated Danielle Nelson for a few months. On the date of Mr. Hailstock's death, Ms. Nelson was Mr. Hailstock's girlfriend. Mr. Hailstock did not like the defendant because Mr. Randolph had previously dated Ms. Nelson. On at least three prior occasions, between 2010 and 2013, the defendant and the decedent saw each other and got into arguments, but the arguments never resulted in any physical confrontation. On those occasions, the decedent initiated the arguments. The defendant walked away during each of the verbal confrontations.

On June 24, 2013, a huge neighborhood brawl broke out on Hartford Street, the defendant's neighborhood. The defendant was not present during the brawl, but later learned that a fight between Mr. Hailstock and Ms. Nelson had started the brawl. On the evening of June 30, 2013, at Savannah Terrace, Mr. Randolph discussed that neighborhood brawl with Ms. Nelson and asked her why she would go back to someone who is constantly disrespecting her. The defendant and Ms. Nelson then walked in the direction of Alabama Avenue together. Mr. Hailstock was at the bus stop waiting for Ms. Nelson. Ms. Nelson went to the bus stop and Mr. Randolph went to Hartford Street. At the bus stop, Ms. Nelson gave Mr. Hailstock money to buy food from a carryout in the 2300 block of Alabama Ave. Mr. Hailstock went to the carryout and purchased the food.

When Mr. Randolph returned from Hartford Street and approached Alabama Ave. in order to return to Savannah Terrace he walked ~~to~~ the bus stop, Mr. Hailstock was at the bus stop. After crossing Alabama Avenue, Mr. Randolph saw Mr. Hailstock. The two men approached each other. The two men exchanged words. At the time that Mr. Randolph approached Mr. Hailstock, he had reason to believe that his presence would provoke trouble. A witness saw both the defendant and the decedent put their hands up to fight.

Mr. Hailstock and Mr. Randolph engaged in mutual combat. Mr. Hailstock swung first at Mr. Randolph. Mr. Hailstock's punches did not connect. The defendant swung and missed and then a later punch connected with Mr. Hailstock's jaw. Mr. Hailstock immediately fell forward and hit the ground. Upon death, the medical examiner concluded that Mr. Hailstock had been punched a single time in the jaw. The medical examiner concluded that Mr. Hailstock's jaw was broken in two places and that the hyoid bone in his neck was fractured. The defendant was approximately 5'9" and weighed approximately 160 pounds. The decedent was 5'5" and weighed 152 pounds.




DEFENDANT'S ACKNOWLEDGMENT

I have read and discussed the Government's Proffer of Facts with my attorney, Katerina Semyonova, Esquire. I agree, and acknowledge by my signature that this Proffer of Facts is true and correct.

Date: 5-7-14


Howard Randolph

Date: 5/7/14


Katerina Semyonova, Esq.
Attorney for Howard Randolph

DEFENDANT'S AGREEMENT TO WAIVE DNA TESTING

My attorney has discussed the contents of this plea agreement with me, including the fact that I may request or waive DNA testing. I understand the conditions of the plea and agree to them. I knowingly, intentionally, and voluntarily waive and give up DNA testing (or independent DNA testing, if applicable) of any biological materials in this case. I further state that I am fully satisfied with the services my attorney has provided to me and am fully satisfied with the explanation my attorney has provided me concerning the terms of the plea offer, the potential evidentiary value of DNA evidence in this case, and the consequences of waiving and giving up DNA testing in this case and pleading guilty.

Date: 5-7-14


Howard Randolph

Date: 5/7/14


Katerina Semyonova, Esq.
Attorney for DEFENDANT