



U.S. Department of Justice

Ronald C. Machen Jr.
United States Attorney

District of Columbia

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

September 19, 2012

VIA ELECTRONIC MAIL

Janet Mitchell, Esq.
Public Defender Service
of Washington, D.C.
Email: Jmitchell@pdsdc.org

Re: **United States v. Michael Galloway**, 2012 CF1 14541, 2012 CMD 12910, 2012 CMD 4849,
2012 CMD 10392

Dear Ms. Mitchell,

I write to convey a pre-indictment plea offer to your client, Michael Galloway, which will remain open on the following two conditions. First, your client must enter his plea no later than Friday, September 21, 2012. Second, the government reserves the right to revoke this plea offer at any point before your client enters a guilty plea in open court and the guilty plea is accepted by the Court.

If your client accepts the terms and conditions set forth below, please have him execute this document in the space provided. Upon receipt of the executed document, subject to the two conditions noted above, 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 and conditions of the plea offer are as follows:^{1/}

TERMS AND CONDITIONS

1. Your client agrees to admit guilt and enter a plea of guilty to a criminal information charging the following offenses:

^{1/} Any references to "the defendant" or "your client" refer to Michael Galloway. Any reference to "the government" refers to the United States Attorney's Office for the District of Columbia. Any reference to "the parties" refers to Michael Galloway and the United States Attorney's Office for the District of Columbia. Any reference to the "agreement" refers to this plea agreement.



- a) **Voluntary Manslaughter While Armed**, in violation of D.C. Code §§ 22-2105, 4502, which carries a maximum penalty of 30 years of incarceration.
 - b) **Simple Assault**, in violation of D.C. Code §22-404(a)(1), which carries a maximum penalty of 180 days in jail, \$1,000.00.
2. Your client understands that, in exchange for his plea of guilty to the offenses described in paragraph 1, supra, the government will:
- a) dismiss all remaining charges (in 2012 CMD 12910, 2012 CMD 4849, 2012 CMD 10392) against your client at the time of sentencing;
 - b) waive the filing of any applicable sentencing enhancement papers; and
 - c) agree not to indict your client on any additional or greater charges, including but not limited to Second Degree Murder while Armed, arising out of this incident (2012 CF1 14541), as detailed in the attached factual proffer.
3. The parties agree that your client will remain incarcerated pending sentencing.
4. The parties agree that your client shall, on the date of the plea, after taking an oath to tell the truth, in open court, agree to the attached factual proffer, which is consistent with the version of events presented in the affidavit in support of an arrest warrant.
5. The parties agree that a sentence within the applicable guideline range is the appropriate sentence in this case. Your client understands that this refers to the D.C. Sentencing Commission's Voluntary Sentencing Guidelines, and that the applicable guideline range will not be determined by the Court until the time of sentencing. This plea offer is contingent upon an agreement between the Government and your client that neither party will seek an upward or downward departure outside of your client's applicable guideline range.

Pursuant to Rule 11(e)(1)(C) of the Superior Court Rules of Criminal Procedure, the parties agree to present this plea agreement to the Court for its approval. If the Court accepts the plea agreement and the specific sentence agreed upon by the parties, that is, a sentence within the applicable guideline range for Voluntary Manslaughter while armed, to be imposed concurrently with any sentence for Simple Assault (2012 CMD 12910), but consecutive to any other sentence, then the Court will embody in the judgment and sentence the disposition provided for in this plea agreement, pursuant to Rule 11(e)(3) of the Superior Court Rules of Criminal Procedure.

The parties understand, however, that in light of other factors the Court may not agree that such a sentence is an appropriate one and may reject the plea agreement pursuant to Rule 11(e)(4) of the Superior Court Rules of Criminal Procedure. Upon such a rejection, pursuant to Rule 11(e)(4), neither party would then be bound by this plea agreement. Your client

understands that if this happens, the Court, in accordance with the requirements of Rule 11(e)(4), will inform the parties of its rejection of the plea agreement, and will afford your client an opportunity to withdraw the plea, or if your client persists in the guilty plea, will inform your client that a final disposition may be less favorable to your client than that contemplated by this agreement.

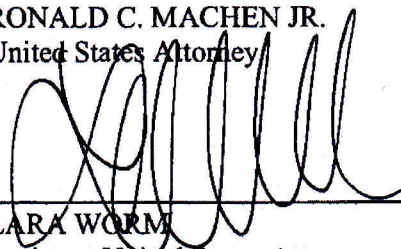
Your client agrees that this letter is binding on the government, but, other than as noted herein, not binding on the Court. Your client further agrees that, other than as noted herein, he cannot withdraw his plea at a later date because of the harshness of any sentence imposed by the Court.

6. In accepting this plea agreement and entering a plea of guilty to the offenses specified in paragraph 1, supra, your client understands and agrees to knowingly, intelligently, and voluntarily waive certain rights afforded to him by the United States Constitution and/or by statute. These rights include, but are not necessarily limited to, the right to a probable cause determination by a magistrate, the right against self-incrimination, the 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, the right to confront and cross-examine witnesses, and the right to appeal his conviction.
7. The charge to which your client would be entering a guilty plea is a crime of violence as defined in D.C. Code Section 23-1331(4). Some of the evidence that was recovered in this case may contain biological material, which could be subjected to DNA testing. Before the government will agree to the above plea offer, the defendant must waive, in writing below and in open court at the time of the plea, any right he might have to test the evidence for the presence of DNA.

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




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Assistant United States Attorney
United States Attorney's Office
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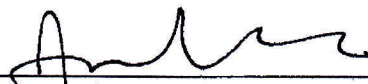
DEFENDANT'S AGREEMENT TO WAIVE DNA TESTING

My attorney has discussed the contents of this plea agreement with me, including the fact that I may request or waive DNA testing (or independent DNA testing, if applicable). 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: _____


Michael Galloway, Defendant

Date: 9.19.12

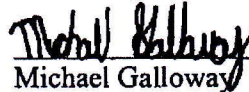

Janet Mitchell, Esq.
Attorney for the Defendant

DEFENDANT'S ACCEPTANCE

I have read this plea agreement, or had it read to me, and have discussed it with my attorney. I fully understand this agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this agreement fully. I am pleading guilty because I am in fact guilty of the offense set forth herein.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this plea agreement. I am satisfied with the legal services provided by my attorney in connection with this plea agreement and matters related to it.

Date: 9.19.12

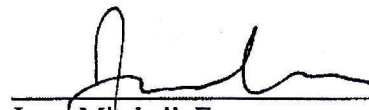


Michael Galloway
Defendant

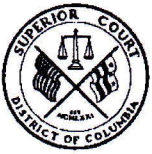
ATTORNEY'S ACKNOWLEDGMENT

I have read each of the pages constituting this plea agreement, reviewed them with my client, Michael Galloway, and discussed the provisions of the agreement with my client, fully. These pages accurately and completely set forth the entire plea agreement.

Date: 9.19.12



Janet Mitchell, Esq.
Attorney for defendant



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CRIMINAL DIVISION

United States

v

Case Number: 2012 - CF1 - 14541

Michael Galloway

PDID Number: 610783

WAIVER OF PRELIMINARY HEARING

By submitting this completed form, the undersigned Defendant, after consultation with his or her Counsel, agrees to waive the right to a preliminary hearing altogether. This waiver is based upon the Defendant's having been informed of the following:

1. The Defendant understands his right to a preliminary hearing under D.C. Superior Court Rule 5 and voluntarily waives that right in the matter before the Court.
2. The Defendant, through Counsel, by waiving the right to preliminary hearing gives up the right to cross-examine the government's witnesses or challenge the government's evidence on the issue of probable cause at the preliminary hearing.
3. The Defendant waives the right to subpoena witnesses, testify on his or her own behalf or present other evidence on the issue of probable cause at the preliminary hearing.
4. The Defendant understands that, with or without a waiver of preliminary hearing, the Government may take the case directly before the Grand Jury and seek to obtain an indictment against the Defendant on this or other charges.
5. The Defendant understands that all conditions of release ordered in this case remain in effect unless subsequently modified by the Court.
6. In the event that the Grand Jury returns an indictment, the Defendant will be notified by regular mail at his or her last known address of record in this case and he or she must return to Court for arraignment on that date without any further notice from the Court.

I have read, or had read to me, the contents of this waiver form. I understand and agree to these terms. After a full and fair opportunity to consult with my legal counsel, my signature below constitutes a valid and voluntary waiver of my right to have a preliminary hearing in the above referenced case.

Michael Galloway
Defendant

[Signature]
Defense Counsel

Without Objection:
[Signature]
Assistant U.S. Attorney

Approved:
[Signature]
JUDGE

Date: 9/7/12

