

FROM: **BOB DOYE** <woodyc@gmail.com>

Date: Thursday, November 12, 2015

Subject: Re: Sentencing and "loss" calculation

To: "Email:anthony_thomas@fd.org" <anthony_thomas@fd.org>

Dear Mr. Thomas,

I trust you are doing well. You will recall that on several occasions I raised the issue of the services performed to Timor-Leste and the fact that neither the government nor the Timor-Leste folks ever alleged that the job was done or that they did not receive what they paid for.

I have had time to additional research on the matter and I believe that I was correct when I suggested to you that the "loss" cannot possibly be the entire value of the contract (and which in my case earned 18 points under the sentencing guideline) without due consideration for any value received by the Timor-Leste Government.

Here are some cases that are directly on point and support my theory on how to compute any loss occasioned in an alleged fraud: (1) U.S. V. Barnes, 125 F.3D 1287 (9th Cir. 1997), (2) U.S. V. Sublett, 124 F.3d 693 (5th Cir. 1977)' (3) U.S. V. Schneider, 930 F. 2d 555, (4) U.S. V. Maurello, 76F.3d, 1304, (5) U.S. V. Jones, 475 F. 3D 701 (2007), (6) U.S. V. Ré ici 273 F.3d 1009 (2001), (7) U.S. V. Fatum, 138 F. 3D 1344 (1998).

There are several other cases in support of my theory that if Timor got value for the services, irrespective of how zi got the contract, the loss, if any, should be limited to the value of the contract less the value they received in return. There is no discussion whatsoever on the part of the government or Timor throughout the proceedings on how they arrived at \$3.5 million under the narrative that the sum represent the total value of the contract.

Please let me know your reaction as I plan to appeal the decision based on the narrow issue of the computation of the loss.

Kind regards,
Bobby