

CASE NO: _____

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 2017

APPEAL NO. 16-17448-F

(Southern District of Florida No. 15-60317-BB)

DIANA P. LOVERA,

Petitioner,

vs.

THE UNITED STATES OF AMERICA,

Respondent.

**PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

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QUESTION PRESENTED

Diana Lovera was subjected to an egregious but correctable injustice resulting from the Eleventh Circuit Court of Appeals dismissing her appeal and refusing to grant relief from the more than six million dollars of restitution that was imposed, that was unreasonable, excessive, unfair, disparate, and outrageous.

Whether in the exercise of its supervisory authority over the courts of the United States, this Court should grant relief where the Eleventh Circuit clearly and reversibly erred and abused its discretion in dismissing Diana Lovera's appeal based upon an appeal waiver in her plea agreement, when the district court ordered her to pay restitution in an amount exceeding six million dollars because: the appeal waiver in the plea agreement is unenforceable and is invalid based upon this grossly unjust and unreasonably excessive amount of restitution that was ordered where it appears that every other defendant was ordered to pay restitution in or about the amount that was set out in their respective plea agreements, and where it is ineluctable that the amount is unreasonable and is unsupported either by the record, or by Ms. Lovera's understanding of her written plea agreement, in violation of the Eighth Amendment of the United States Constitution?

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Parties to the Proceedings

In the United States District Court for the Southern District of Florida, Case No. 15-60317-BB, The United States of America was the prosecution. There were nine defendants including Diana Lovera. The lead defendant was Thomas Guerriero, owner and principal of the corporation that allegedly defrauded investors. Diana Lovera was alleged to be Chief Operating Officer. Her brother Victor Lovera was alleged to be Director of Media Relations. Six other defendants were charged as sales agents, specifically Edward Sachs, Andrew Bourdeaux, Joseph Loish, Steven Goldstein, Steven Sharaf, and Frank Penaloza. All nine defendants were charged in Count I, with conspiracy to commit wire and mail fraud in violation of 18 U.S.C. 1349, the purpose of which was alleged to be to

unlawfully enrich the conspirators by misappropriating investor monies, making false representations, concealing facts and lying about commissions and fees.

In the United States Court of Appeals for the Eleventh Circuit, No. 16-17448, Diana Lovera was the appellant. Diana Lovera hereby respectfully petitions for a writ of certiorari to review the order of July 28, 2017, granting the government's motion to dismiss her appeal based upon an appeal waiver in her plea agreement because her appeal should have been entertained on the merits, and relief should have been granted from the astronomical restitution order exceeding six million dollars.

The Opinion Below

Diana Lovera was convicted following a guilty plea to one count of conspiracy to commit wire and mail fraud. The Amended Judgment In a Criminal Case was entered by the United States District Court, Southern District of Florida on November 28, 2016, Docket No. 421, adding an order of restitution in the amount of \$6,726,157.69, to a previously imposed prison sentence.

Ms. Lovera took an appeal to the United States Court of Appeals, Eleventh Circuit. On July 28, 2017, the Eleventh Circuit entered an order granting the government's motion to dismiss the appeal pursuant to the appeal waiver in Ms.

Lovera's plea agreement. A petition for rehearing was timely filed and was denied by order of August 31, 2017. Copies of the Amended Judgment, the order of dismissal, and the order denying the petition for rehearing are all included in the Appendix that is filed with this petition.

In its order of dismissal, the Eleventh Circuit citing *United States v. Bushert*, 997 F.2d 1343, 1350-51 (11th Cir. 1993), *United States v. Bascomb*, 451 F.3d 1292, 1297 (11th Cir. 2006), and *United States v. Grinard-Henry*, 399 F.3d 1294, 1296 (11th Cir. 2006) granted the Government's motion to dismiss the appeal pursuant to an appeal waiver in Diana Lovera's plea agreement.

This was a prosecution of nine defendants in the Southern District of Florida, charging ten counts of mail fraud and wire fraud. All defendants including Diana Lovera entered into written plea agreements. Ms. Lovera's plea agreement contained a waiver of appeal. Nonetheless she took an appeal and argued that (1) the order of ***restitution for more than six million dollars (\$6,000,000.00)*** was outrageous, unreasonable, and unfair on the facts of record in this case, and as compared to all codefendants; (2) the appeal waiver should not have been found to be valid or enforceable with regard to the amount of restitution that was ordered; and (3) the order of restitution should have been vacated and reversed.

In granting the Government's motion to dismiss, and relying upon the three cases the Eleventh Circuit ruled that (1) an appeal waiver will be enforced if it was made knowingly and voluntarily; (2) an appeal waiver cannot be vitiated or altered by comments made by the court during sentencing; and (3) a waiver of the right to appeal includes waiver of the right to appeal difficult or debatable legal issues or even blatant error. Slip opinion, page 2.

On appeal Ms. Lovera posited that the district court clearly erred, reversibly erred and abused its discretion in ordering restitution exceeding six million dollars because the appeal waiver was rendered unenforceable and invalid based upon this grossly unjust and unreasonably excessive amount of restitution. Every other defendant was ordered to pay restitution in or about the amount specified in their respective plea agreements. Ordering Ms. Lovera to pay restitution exceeding six million dollars was unjust, unfair, unreasonable, and unsupported either by the record or by Ms. Lovera's understanding of her plea agreement.

The record shows that on July 28, 2016 Ms. Lovera was sentenced to prison for 20 months, 3 years supervised release, and a \$100 assessment. Restitution was reserved. A restitution hearing commenced on October 14, 2016 and was continued until November 28, 2016. After hearing testimony of witnesses and

argument of counsel, the district court ordered Ms. Lovera to pay restitution in the amount of over six million, three hundred thousand dollars (\$6,314,010.91). An amended judgment was entered. The notice of appeal was timely filed.

Statement of Jurisdictional Grounds

The judgment of the United States Court of Appeals for the Eleventh Circuit was entered on July 28, 2017. A petition for rehearing was timely filed and was denied by order of August 31, 2017.

Pursuant to Rule 13.1 of the Supreme Court Rules this petition is timely filed within 90 days of the order denying the petition for rehearing. The jurisdiction of this Court is invoked under Title 18, United States Code, Section 1254 and Rules 10.1(a) and (c) and Rule 13 of the Supreme Court Rules. The jurisdiction of the Eleventh Circuit Court of Appeals was invoked under Title 28, United States Code, Section 1291.

Constitutional Provisions

The Eighth Amendment

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Statement of the Case and Necessary Facts

The indictment alleged that Oxford City Football Club, a Florida corporation with its principal place of business in Deerfield Beach, Florida, claimed to manage a diverse portfolio of businesses having financial interests in sports, education, media, and real estate. The indictment alleged that lead defendant Thomas Guerriero was the owner and principal of Oxford City, that Diana Lovera was Chief Operating Officer, and that Diana's brother Victor Lovera was Director of Media Relations. Six others were charged as sales agents, specifically Edward Sachs, Andrew Bourdeaux, Joseph Loish, Steven Goldstein, Steven Sharaf, and Frank Penaloza. All nine defendants were charged in Count I, with conspiracy to commit wire and mail fraud in violation of 18 U.S.C. §1349, the purpose of which was alleged to be to unlawfully enrich the conspirators by misappropriating investor monies, making false representations, concealing facts and lying about commissions and fees.

In May 2016 Diana Lovera entered into a plea agreement and a factual proffer. She agreed to plead guilty to Count 1, conspiracy. At sentencing the government would dismiss the remaining counts. The government agreed to recommend a two level reduction for timely acceptance of responsibility; agreed to

a base offense level of 7 under Guideline 2B1.1, ***to loss of more than \$95,000 but less than \$150,000*** per 2B1.1(b)(1)(E), adding 8 levels, and substantial economic hardship to one or more victims adding 2 levels for 2B1.1(b)(2)(A).

The agreement states: “The defendant understands and acknowledges that the Court must order restitution for the full amount of the victim’s losses pursuant to 18 U.S.C. 3663A. Defendant understands that the amount of restitution owed to each victim will be determined at or before sentencing unless the Court orders otherwise.” There also is a conditional “standard waiver” as follows, emphasis added:

... in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby *waives all rights conferred by Sections 3742 and 1291 to appeal any sentence imposed, including any restitution order*, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and/or an upward variance from the advisory guideline range that the Court establishes at sentencing.

The factual proffer stated that from 2013 to 2015 Diana Lovera conspired to defraud over 150 individuals, raising \$6.6 million from investors. She *did not personally defraud all of the investors*, but the conspiracy affected many people. The conspiracy occurred by means of false and fraudulent pretenses and material omissions to knowingly devise a scheme to defraud and obtain money and property through delivery of mail and through wire communications.

At the COP hearing the Court conducted a thorough colloquy. Diana Lovera pled guilty to Count 1. The government agreed to dismiss Counts 2, 3, 4, and 6 after sentencing. There was discussion that the plea agreement contained a “Standard Waiver” in paragraph 18, meaning waiver of the right to appeal the sentence. The court elicited that Ms. Lovera understood that she was giving up rights including “... *to appeal any sentence imposed, and that includes any restitution order* or to appeal the manner in which the sentence was imposed unless ...” [reciting the exceptions and conditions of the waiver]. Ms. Lovera said that she had discussed the waiver with counsel and she understood it. The court found that the waiver of appellate rights was “knowingly and voluntarily made.” Upon inquiry by the Court the prosecutor clarified that the government’s discovery and evidence supports “. . . that ***as to Ms. Lovera the loss is more than \$95,000 but less than \$150,000.***” The prosecutor said, “***Absolutely, the evidence shows that.***”

The Court: . . . once again, Mr. [Prosecutor], I am not quite sure what it is that you are seeking to place on the record. Obviously, there was an agreement that was reached and as a result of the agreement there is a written plea agreement that the Court has before it.

So is there anything related to what I have just advised Ms. Lovera, and that is that any joint recommendations, recommendations by one party or the other, are not binding upon this Court at the time of sentencing?

Mr. [Prosecutor]: No, Judge.

The factual proffer said that Ms. Lovera was COO and right hand to the leader Guerriero. She was there daily and was close to Guerriero. There were wires and mailings from her personally to investor victims and from victims back to her. Ms. Lovera did not personally defraud all 150 of the investors, but she was a part of the conspiracy. Ms. Lovera said that she agreed with the facts. The Court accepted the guilty plea and scheduled a sentencing hearing.

Ms. Lovera submitted a written statement accepting full responsibility for the offense of conviction and adopted the factual proffer. The defense requested a downward variance because Ms. Lovera was a 34 year old first time, nonviolent offender, and mother and primary caregiver of a 7-year old daughter. She was hard-working. She sought higher education to better herself in a competitive workplace. She applied for the job with Guerriero ***and paid him an internship fee*** of \$1,500 to learn finance from him. She worked hard, but was not well versed in finance, and still does not have a good grasp of it. Although she received the title of COO, she was merely Guerriero's personal assistant, and made the mistake of becoming personally involved with him. She never questioned his behavior. Guerriero considered Ms. Lovera to be a "robot" who "did what she was told..." The defense sentencing memorandum also stated that Ms. Lovera was distraught, remorseful, and had learned a life-changing lesson.

At sentencing an audiotape was played of Guerriero stating that the codefendants, including Ms. Lovera, did what he told them to do, and that:

“...Diana [Lovera] wrote the checks I told her to write. She sent the emails I told her to send * * * [and] same thing with the guy that’s with me now. Like, they’re robots. They’re going to do anything. They’re assistants. They’re not – they’re not anything other than do-what-I-tell-you-to-do people.”

Everyone knew that there would be an order of restitution, but it defies the imagination to think that someone would pay \$1,500 for the privilege of getting an internship and then become a real COO. As Guerriero said, Ms. Lovera was his personal assistant. She was a glorified secretary. She did what she was told. Ultimately he seduced her, they became romantically involved, and she became his assistant and girlfriend.

Her advisory guideline range was 15 to 21 months. Family members and friends wrote letters to the Court. Ms. Lovera’s sister, father, and friend spoke at sentencing. Ms. Lovera made a heartfelt statement to the Court that she applied with Oxford City thinking it was a good opportunity. Guerriero seemed to be a confident, knowledgeable, and successful businessman. He said that he went to Harvard, was a professional soccer player, a published author, was in a movie, owned an NBA team, climbed Mount Kilimanjaro, was in the Guinness Book of

World Records, and knew powerful people. Everyone was with impressed. He was quite convincing. He offered an opportunity for training to become a wealth advisor for which Lovera paid him \$1,500.

Trusting this man, she said, was the biggest mistake of her life. He was not even close to the person he pretended to be. She earned a total of \$135,000, some of which was a loan which she paid back. She said that she should have notified the authorities, but did not. She did not make a lot of money, did not receive gifts, does not own cars, houses or other assets.

One victim testified at sentencing, that Lovera was introduced to her more than once as the “second in command;” and that Lovera was in charge of accounts, wired money, moved money from accounts, wrote checks, paid bills, sat next to Guerriero, and heard everything.

Defense counsel argued that Ms. Lovera was merely an assistant. She even brought her brother into the company, which she never would have done so if she believed that it was not legitimate. He argued that a sentence of supervised release would be sufficient. The government argued that Guerriero was sentenced to 12.7 years, and that Lovera, his second in command, “chose the wrong path.” The government requested sentencing at the high end of the range. The Court found that Ms. Lovera actively participated in the fraud and that victims lost money and

their dreams, and lives were destroyed. As the government requested the Court sentenced Ms. Lovera to 20 months in custody, the very highest end of the range: 20 months in custody, 3 years supervised release, a \$100 assessment, with restitution reserved.

The first restitution hearing was held within 90 days of the judgment, but restitution was not ordered for another month. The second hearing was around 120 days after the entry of the judgment. Following the first hearing the government filed a memorandum arguing that the defense arguments were irrelevant or inconsistent with law and facts. The government contended that a defendant's guideline loss amount may be different from the restitution amount. In her capacity as Chief Operating Officer, she was second in command, a leader and organizer, and as such should be held accountable for nearly the same fraud loss amount as lead defendant Guerriero, specifically \$6,314,010 (six million, three hundred fourteen thousand ten dollars).

Apparently two million dollars restitution already had been paid by Guerriero at the time of Lovera's first restitution hearing. Defense counsel asked for that amount to be subtracted, but the government argued that as joint and several liability the full amount should be ordered until the entire amount was paid. A government CPA identified checks endorsed by Diana Lovera, and wires and

checks going to her. Although she earned only \$134,000.00. the amount raised while Ms. Lovera was there was about 6.3 million dollars. The government argued that as COO Lovera was not similarly situated to the salespeople.

Diana Lovera testified that everything she did, she was instructed to do by her boss Guerriero. She knew that Guerriero called her a robot and she agreed that she was a robot. But for Diana Robera, restitution was not ordered in the amount of loss stated in the plea agreement (around \$134,000), but rather in the amount of \$6,314,010.91, joint and severally with all codefendants. An amended judgment was entered. The appeal was taken, and was dismissed on government motion.

Reason for Granting the Writ

Whether in the exercise of its supervisory authority over the courts of the United States, this Court should grant relief where the Eleventh Circuit clearly and reversibly erred and abused its discretion in dismissing Diana Lovera's appeal based upon an appeal waiver in her plea agreement, when the district court ordered her to pay restitution in an amount exceeding six million dollars because: the appeal waiver in the plea agreement is unenforceable and is invalid based upon this grossly unjust and unreasonably excessive amount of restitution that was ordered where it appears that every other defendant was ordered to pay restitution in or about the amount that was set out in their respective plea agreements, and where it is ineluctable that the amount is unreasonable and is unsupported either by the record, or by Ms. Lovera's understanding of her written plea agreement, all in violation of the Eighth Amendment?

In granting the motion to dismiss the appeal, the Eleventh Circuit failed to consider that the appeal waiver in the plea agreement was rendered invalid and unenforceable. The district court discussed the appeal waiver with Lovera at the change of plea hearing. Lovera responded that she understood the waiver. The court told Lovera that the appeal waiver included restitution. It is true that the

government abided by the terms of the agreement insofar as the reduction for acceptance of responsibility and dismissal of the other charges after entering the plea.

That said neither defense counsel nor Diana Lovera imagined, understood, or contemplated that she would be held liable for \$6,300,000 restitution. The Eleventh Circuit failed to consider that the overwhelming disparity in restitution awards between Diana Lovera and seven of her codefendants warranted a finding that the appeal waiver could not prevent her from challenging the order of restitution so far exceeding the agreed amount of loss in her plea agreement.

The Eleventh Circuit has held that restitution may be greater than the amount of loss attributable to a defendant. Nonetheless, the difference between \$134,000 and \$6,300,000 is too monumental to be ignored, appeal waiver or not. The appeal waiver should have been set aside as invalid and unenforceable. Lovera should have been permitted to proceed with her appeal on the merits. Hence this petition should be granted and Ms. Lovera should receive relief - vacating the order of restitution and remanding to the Eleventh Circuit with instructions to remand to the district court with directions to impose a reasonable and realistic amount of restitution consistent with her involvement in the conspiracy to which she pled guilty.

The Eleventh Circuit reversibly erred in dismissing the appeal because the amount of restitution was ridiculously unreasonable and should have been lowered significantly. The lead defendant who profited from his illegal fraudulent scheme was ordered to pay restitution in the amount of \$6,600,000.00. He agreed to that amount. He is the person who benefitted financially from the scheme. That was expected, anticipated, and is justified.

Ms. Lovera's restitution is absurdly excessive. One defendant was ordered to pay restitution within the amount set out in his plea agreement. One was ordered to pay restitution exceeding the agreed amount by \$300.00, another was ordered to pay restitution exceeding the agreed amount by \$10,000, and another was ordered to pay restitution exceeding the agreed amount by \$28,000.00. Only Diana Lovera was ordered to pay restitution in an amount exceeding the agreed amount of loss in her plea agreement by \$6,165,000.00. This situation cries out for relief by this Court for every notion of justice and fairness.

Plea bargains are contracts to be interpreted in accord with what the parties intended. *United States v. Rubbo*, 396 F.3d 1330, 1334 (11th Cir. 2005), *cert. denied*, 546 U.S. 933 (2005). An appeal waiver will be enforced if the government demonstrates either that the district court specifically questioned the defendant

about the waiver during the plea colloquy, or the record clearly shows that the defendant otherwise understood the full significance of the waiver. *United States v. Ginard-Henry*, 399 F.2d 1294, 1296 (11th Cir.) (per curiam), cert. denied, 544 U.S. 1041 (2005). An appeal waiver includes the waiver of the right to appeal difficult or debatable issues or even blatant error. *Id.*

The error here is beyond difficult, debatable, or even blatant. The amount of restitution imposed is astronomically unfair. Lovera never thought, agreed, or imagined that she would be responsible for over six million dollars that her boss fraudulently stole from unsuspecting investors. It was not understood, agreed, or contemplated by Ms. Lovera in her plea negotiations, signing the plea agreement, or entering a plea in open court that restitution could be in an amount remotely like more than six million dollars. Her plea agreement provided a loss amount of around \$130,000, the amount she understood and which she anticipated.

The court did tell Lovera during the plea colloquy, that the waiver applied to restitution, but there was no meeting of the minds with respect to the fact that Ms. Lovera could be held liable for restitution in the millions of dollars. The restitution order of \$6,300,000 is far greater than anything Ms. Lovera understood or agreed.

In the presentence report it was acknowledged and agreed that Lovera was being held accountable for loss greater than \$95,000 but not more than \$150,000. Her brother Victor was responsible for loss of more than \$6,500 but not more than \$15,000. Edward Sachs was responsible for more than \$250,000 but not more than \$550,000. Joseph Loish was responsible for more than \$15,000 but not more than \$40,000. Steven Goldstein was responsible for a loss of more than \$ 15,000 but not more than \$40,000. Steven Sharaf was responsible for a loss of more than \$6,500 but not more than \$ 15,000. Frank Penalzoa was responsible for more than \$6,500 but not more than \$15,000. Andrew Bordeaux passed away before entering his plea of guilty.

Court records show that Guerriero, the leader and organizer was sentenced to 151 months in prison and ordered to pay restitution in the amount of \$6,600,000.00. Victor Lovera was sentenced to five years' probation and was ordered to pay restitution of \$9,000.00 (PSR: \$6,500 to \$15,000). Loish was sentenced to 10 months in custody and ordered to pay restitution in the amount of \$50,000.00 (PSR: \$15,000 to \$40,000).

Goldstein was sentenced to 40 months in custody and ordered to pay restitution in the amount of \$67,825.00 (\$15,000 to \$40,000). Sharaf was senten-

ced to 3 years' probation and ordered to pay restitution in the amount of \$15,313.00 (PSR: \$6,500 to \$15,000). Sachs was sentenced to 16 months in custody and restitution of \$809,775 (PSR amount was \$250,000 to \$550,000).

Penaloza was sentenced to 150 days - credit time served, and restitution of \$75,000 (PSR amount \$6,500 to \$15,000).

The takeaway from the foregoing list of restitution ordered for the codefendants, is that Guerriero, the lead defendant, as anticipated and expected, received the longest prison term and was *ordered to pay the agreed amount of restitution, which was the full amount of loss generated by his scheme.*

Of the seven remaining codefendants, restitution for Sachs and Penaloza exceeded their PSR amounts (Sachs by \$60,000, and Penaloza by \$260,000).

Victor Lovera's restitution was within his agreed loss amount.

Sharaf's restitution was \$300.00 over his agreed loss amount.

Loish's restitution was \$10,000 over his agreed loss amount.

Goldstein's restitution was \$28,000 over the agreed loss amount.

And finally, Diana Lovera, whose restitution exceeded the agreed amount of loss in her plea agreement by \$6,165,000.00. Her crime was becoming involved romantically with the boss. He was a convincing liar and con-man. She paid him \$1,500 to teach her finance. She wanted a better life for her child. Guerriero said

that she was a robot, a do-what-I-tell-you-to-do person. She was his glorified secretary/assistant.

18 U.S.C. §3664(h), requires a restitution award to identifiable fraud victims. If one defendant or more contributed to the victims' loss the court may make each defendant liable for payment of the full amount of restitution or apportion liability among defendants to reflect their contribution to the victim's loss and economic circumstances of the defendants.

The treatment of defendants here is disparate. Most defendants received restitution orders at or near their agreed loss amounts, which for Lovera would be \$134,746.53. She had a title (COO), but was no more than a glorified secretary. She is a single mother responsible for a young child. She was working for \$15.00 an hour before she began serving her sentence. In prison she will not earn enough to support her child, and upon release will be working hard to care for her daughter. The restitution statute requires restitution, but permits it to be just, fair, and reasonable under the circumstances of the case.

The court agreed with the Government that as COO, Lovera was second in charge, and responsible for that astronomical amount of restitution. The salesmen were not ordered to pay millions in restitution, but only what they earned from

the fraud. Lovera will not be able to pay \$144,000, let alone over six million dollars. But she is a hard worker and will make every effort to show her daughter what acceptance of responsibility is, and what it means to move on with life after making a tragic mistake. To saddle her with over six million dollars restitution is absurd and unfair.

Guerriero, the mastermind, said that Lovera did what he told her to do. She was a secretary. Restitution should have been ordered according to her level of contribution to the victims' losses, as well as her economic circumstances. The disparity is unconscionable, unimaginable, and constitutes reversible error. In spite of the appeal waiver Lovera took her appeal in good faith because of the shocking amount of restitution. She is a single mother in her mid-30's. This judgment will follow her for the rest of her life, and as such rises to the level of cruel and unusual punishment in violation of the Eighth Amendment.

Although some codefendants were ordered to pay restitution in amounts greater the amount agreed in their plea agreements, those amounts are three hundred dollars for one, ten thousand dollars for the next, and about \$28,000.00 for the third; and several hundred thousand dollars for Sachs. No one was ordered to pay restitution in the millions of dollar except the lead defendant who devised the scheme and profited handsomely from it.

CONCLUSION

How blatant, unconscionable, and unconstitutional must an error be before an appeal waiver will be found to be invalid and unenforceable? Based upon the foregoing argument and authorities, Petitioner Diana Lovera respectfully prays that this Honorable Court will grant all relief to which she is entitled, will find that the Eleventh Circuit erred in dismissing the appeal, and will remand with instructions that the appeal waiver is invalid and unenforceable, and to vacate the order of restitution and remand to the district court with instructions to enter a judgment of restitution that is consistent with the agreement and understanding of all parties regarding the amount of loss for which Ms. Lovera is responsible.

Respectfully submitted,

/s/ [Sheryl J. Lowenthal](#)

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