

# Exhibit A



1100 New York Avenue, NW  
Suite 700  
Washington, DC 20005  
O 202.772.2200  
F 202.772.3333  
[gotofirm.com](http://gotofirm.com)

Scott D. Gilbert  
O 202.772.2277  
F 202.772.2279  
[gilberts@gotofirm.com](mailto:gilberts@gotofirm.com)

December 2, 2011

**VIA HAND DELIVERY**

Ms. Lisa Gomer  
Office of the General Counsel  
U.S. Agency for International Development  
Ronald Regan Building, 6.06-125  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523

Re: Claim for Damages on Behalf of Judith E. Gross

Dear Ms. Gomer:

We submit this claim on behalf of Judith E. Gross pursuant to the Federal Tort Claims Act, 28 U.S.C. § 2671, *et seq.* and related regulations. As discussed below, this claim arises as a direct result of the recklessness and gross negligence of the U.S. Agency for International Development (“USAID”), its agents, employees, and contractors. We are authorized to submit this claim on Mrs. Gross’s behalf as her duly authorized legal representative pursuant to 28 C.F.R. § 14.2(a).

Mrs. Gross is the wife of Alan P. Gross, a USAID subcontractor. On February 10, 2009, Mr. Gross entered into a contract with Development Alternatives, Inc. (“DAI”) requiring Mr. Gross to perform certain work in connection with USAID’s “Cuba Democracy and Contingency Planning Program” (the “Program”). The Program is a part of the Instability, Crisis and Recovery Programs Prime Contract No. DFD-I-00-05-00250-00, which was entered into by USAID and DAI on August 14, 2008. Mr. Gross’s contract with DAI was amended several times, up through and including Modification No. 5, which was executed by Mr. Gross on October 23, 2009 (the “Subcontract”).

The Subcontract specifies the work that Mr. Gross was to perform between November 1, 2009 and October 31, 2010. Under the Subcontract, Mr. Gross was required to develop and implement a plan to increase the availability in Cuba of information and communication

technologies (“ICTs”) through, among other things, the use of mobile phones, wireless technologies, computers, and internet-accessing devices. The stated purpose of the plan was to improve internet access for the Jewish community in Cuba. In order to complete his obligations under the Subcontract and the Program, Mr. Gross was required to travel to Cuba and to bring with him the necessary ICT devices. Once in Cuba, Mr. Gross was to meet with various members of the Cuban Jewish community for purposes of configuration, logistics, training and use of the ICTs. All of this work was agreed to and performed with the direct approval of USAID.

Prior to Mr. Gross’s departure to Cuba, neither USAID nor DAI fully disclosed the significant risks Mr. Gross would face by traveling to and entering Cuba to perform the work required under the Program and the Subcontract. Nor did USAID or DAI offer to provide, or in fact provide, to Mr. Gross the extensive training that would be reasonably necessary to minimize the risk of harm to an individual in the circumstances soon to be faced by Mr. Gross. Indeed, USAID and DAI never so much as inquired whether Mr. Gross fully understood the risks he was about to take by performing the work required under the Program and the Subcontract. Nobody at USAID or DAI informed Mr. Gross, or trained or prepared him, for what we now know was a material risk that, because of his work under the Program and the Subcontract, Mr. Gross could be detained by the Cuban Government for a potentially indefinite period of time based on charges unfamiliar to any American. USAID also utterly failed to supervise DAI under the Program to ensure that subcontractors, such as Mr. Gross, were not put in harm’s way without full disclosure and adequate training.

On November 23, 2009, Mr. Gross departed the United States and traveled to Cuba to perform the work required of him. Due entirely to the work he was performing under the Program and Subcontract, Mr. Gross was arrested by Cuban authorities on December 3, 2009. Mr. Gross was not formally charged with a crime until February 2011, when he was charged with “Acts against the Independence or Territorial Integrity of the State.” After a summary trial in March 2011, Mr. Gross was convicted and sentenced to 15 years imprisonment. The Cuban court determined that Mr. Gross participated in “a subversive project of the U.S. government that aimed to destroy the Revolution through the use of communication systems out of the control of [Cuban] authorities.” Mr. Gross remains incarcerated in Cuba.

The detention and imprisonment of Mr. Gross are the direct consequence of the reckless and grossly negligent conduct of USAID. As a result, Mrs. Gross has suffered significant harm, including but not limited to financial loss and physical and emotional pain and suffering. On April 19, 2010, USAID offered to pay Mrs. Gross \$202,000 in exchange for a full release of liability. Mrs. Gross refused and on June 18, 2010, USAID authorized payment of that amount without resolving Mrs. Gross’s claim against USAID.

Although we appreciate the interim payment by USAID, the sum paid does not begin to compensate Mrs. Gross for the harm she has suffered and continues to suffer because of

Ms. Lisa Gomer  
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USAID's conduct. We hereby demand that USAID pay compensation to Mrs. Gross in the amount of \$10 million. In view of the circumstances of Mr. Gross's incarceration in Cuba, we reserve the right to update this claim accordingly. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Scott D. Gilbert', with a long horizontal flourish extending to the right.

Scott D. Gilbert



1100 New York Avenue, NW  
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F 202.772.3333  
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Office of the General Counsel  
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Ronald Regan Building, 6.06-125  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523

Re: Claim for Damages on Behalf of Alan P. Gross

Dear Ms. Gomer:

We submit this claim on behalf of Alan P. Gross pursuant to the Federal Tort Claims Act, 28 U.S.C. § 2671, *et seq.* and related regulations. As discussed below, this claim arises as a direct result of the recklessness and gross negligence of the U.S. Agency for International Development (“USAID”), its agents, employees, and contractors. We are authorized to submit this claim on Mr. Gross’s behalf as his duly authorized legal representative pursuant to 28 C.F.R. § 14.2(a).

Mr. Gross is a USAID subcontractor. On February 10, 2009, Mr. Gross entered into a contract with Development Alternatives, Inc. (“DAI”) requiring Mr. Gross to perform certain work in connection with USAID’s “Cuba Democracy and Contingency Planning Program” (the “Program”). The Program is a part of the Instability, Crisis and Recovery Programs Prime Contract No. DFD-I-00-05-00250-00, which was entered into by USAID and DAI on August 14, 2008. Mr. Gross’s contract with DAI was amended several times, up through and including Modification No. 5, which was executed by Mr. Gross on October 23, 2009 (the “Subcontract”).

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Prior to Mr. Gross's departure to Cuba, neither USAID nor DAI fully disclosed the significant risks Mr. Gross would face by traveling to and entering Cuba to perform the work required under the Program and the Subcontract. Nor did USAID or DAI offer to provide, or in fact provide, to Mr. Gross the extensive training that would be reasonably necessary to minimize the risk of harm to an individual in the circumstances soon to be faced by Mr. Gross. Indeed, USAID and DAI never so much as inquired whether Mr. Gross fully understood the risks he was about to take by performing the work required under the Program and the Subcontract. Nobody at USAID or DAI informed Mr. Gross, or trained or prepared him, for what we now know was a material risk that, because of his work under the Program and the Subcontract, Mr. Gross could be detained by the Cuban Government for a potentially indefinite period of time based on charges unfamiliar to any American. USAID also utterly failed to supervise DAI under the Program to ensure that subcontractors, such as Mr. Gross, were not put in harm's way without full disclosure and adequate training.

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The detention and imprisonment of Mr. Gross are the direct consequence of the reckless and grossly negligent conduct of USAID. As a result, Mr. Gross has suffered, and will continue to suffer, significant harm, including but not limited to financial loss, damage to his business and reputation, physical injury and physical and emotional pain and suffering. We hereby demand that USAID pay compensation to Mr. Gross in the amount of \$20 million. In view of the circumstances of Mr. Gross's incarceration in Cuba, we reserve the right to update this claim accordingly. Should you require any additional information, please do not hesitate to contact me.

Sincerely,



Scott D. Gilbert