

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

Ambassador Leo Wanta, Somalia)
Ambassador to Canada)
and Switzerland, DPP#-04362)
& 12535, aka Lee E. Wanta,)
aka Leo E. Wanta; and)

Plaintiff,)

vs)

United States of America;)

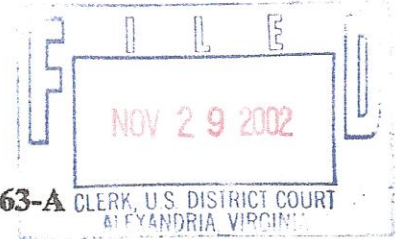
Attorney General John Ashcroft)
Attorney General of the United)
States of America;)

Paul H. O'Neill, Secretary of the Treasury,)
United States of America; and)

George Tenet, Director, Central)
Intelligence Agency ("CIA"))

Defendants,)

Case No: 02-1363-A



**RESPONSE TO DEFENDANTS
MOTION TO DISMISS**

Plaintiff in response to the Defendants Motion to Dismiss submits the following:

Background/Facts

Plaintiff proffers clarification and correction of the "Background" and "Facts" set out in Defendants Motion to Dismiss. The clarification and corrections put forth by the Plaintiff are as follows: (Note: If there is a question about the clear meaning of the averments in Plaintiffs Complaint then the representations herein will provide clarity and correction).

1. Plaintiffs cause of action does not concern a Tax Treaty negotiated with foreign governments. The term "Treaty" is set forth in connection with the term "Agreement". The Tax

Treaty Agreement ("subject Agreement") is quite simply a contract between certain named individuals in their personal/private capacity as parties of the first part and the United States of America as party of the second part. Plaintiff is a United States Citizen by birthright and the Tax Treaty Agreement was completed and executed prior to the Plaintiff receiving official investiture as an Ambassador representing a foreign nation. The second party of the first part Kok Howe Kwong, although not a citizen of the United States, Kok signed the Tax Treaty Agreement in his individual capacity and not as a representative and/or agent of any foreign country.

2. Defendants misconstrue and incorrectly identify the parties to the Agreement and also misconstrue and incorrectly identify the purpose of the Agreement. The subject Agreement does not require the United States Government to pay the Plaintiff wages, salary or fees for services rendered as an independent contractor or otherwise. The Complaint pertains to a negotiated manner to accomplish and facilitate the distribution/liquidation/repatriating of the financial holdings of various corporations in a manner that was amenable and acceptable to both parties. The Complaint does not identify the corporations. To aid both this Court and the Defendants Plaintiff provides a partial list of said corporations as follows:

- a. New Republic/USA Financial Group, Ltd., GES.m.b.H (Austria)
- b. ANEKO CREDIT PTE LIMITED (Singapore)
- c. ASIAN- EUROPA DEVELOPMENT LIMITED (Singapore)
- d. MiApollo INVESTMENTS LIMITED (Hong Kong)
- e. MiApollo PRODUCTIONS INC. (USA)
- f. MARVELOUS INVESTMENTS LIMITED (BVI)
- g. MARVELOUS INVESTMENTS LIMITED (USA)
- h. AmeriTrust CORPORATION, INC. (USA)
- i. AmeriTrust CORPORATION (Canada)

- j. AmeriTrust (Suisse) SOCIETE
- k. AmeriChina GLOBAL MANAGEMENT GROUP LTD (USA)
- l. AmeriChina- PHILLIPINES CORPORATION (PHILS)
- m. TRANS-ASIA GLOBAL RESOURCES (Singapore)
- n. GLISTER MOUNT LIMITED (Hong Kong)
- o. GALLOPING GHOST LIMITED (Hong Kong)
- p. LEO E. WANTA and ASSOCIATES INC., (USA)
- q. PARKRICH CORPORATION (MALAYSIA)
- r. DAGIN INVESTMENT CORPORATION
- s. TOCKTON ENTERPRISES INC.
- t. FORUM CONSTRUCTION S.A.
- u. New Republic Air (Bahamas) Limited
- v. WhiteCloud Petroleum Corporation (Delaware)
- w. RUSS (Russian Federation)

The list of corporations is not all inclusive of all corporations included in the agreement. Each of the named corporations with the potential exception of Leo E. Wanta and Associates Inc. is a United States Government Proprietary Corporation and/or what is sometimes referred to as a Title 18 United States Code Section 6 Government Proprietary Corporation. These corporations conducted business, earned profits, received assets, maintained bank accounts, filed economic reports with the Government Accounting Office (GAO), borrowed money, paid back loans and operated day-to-day business. The subject Agreement provided, amongst other issues for settlement of financial accounts between the Plaintiff and the Defendants on June 11, 1995 based on 18% to the United States Government and 82% to the Plaintiff and other named and/or unnamed individuals. In the absence of the subject Agreement the corporations and all individuals (Government employees

and/or private sector) affiliated and/or participating in the business of these corporations had no income tax liabilities and/or obligations to pay taxes to the United States Government. The subject Agreement constitutes a tax payment agreement for distribution/liquidation/repatriating of monies that again absent the subject Agreement would most likely have remained in the foreign market and not available to the Treasury for the benefit of the public domain.

In the spring of 1992, (at or about the time of the signing of the subject document) an audit was conducted by Price Waterhouse Hong Kong offices. The represented value in the audit of currencies, gold, precious gems and other assets was approximately Eight Hundred Sixty Four Billion (\$864,000,000,000) United States Dollars. From this amount the United States Government would receive approximately One Hundred Fifty Five Billion Five Hundred Million (\$155,500,000,000) United States Dollar asset value/set-aside allocations (for consideration of full and complete income tax payment by the Plaintiff) and Plaintiff and other individuals would receive the balance.

There should be no misunderstanding by the Defendants and/or the Court. Plaintiff is not asking the United States Government and/or the Department of the United States Treasury to pay the Plaintiff wages and/or some independent contractor fees for management services. To repeat the claim by Plaintiff is not for compensation for services rendered to the "sovereign". The subject Agreement was negotiated between the parties and finalized for the purpose of defining the terms for the distribution/ liquidation/repatriating of assets of the corporations based on the agreed "business cooperation" between the Plaintiff (and other individuals) and the United States Government (and/or agencies of the United States Government). The claim by Plaintiff entails distribution/ liquidation/repatriating of certain approved set-aside allocations and corporate assets. The subject Agreement provided the time and date for liquidation and distribution and payment of income tax (repatriating) of the same.

3. Defendants make reference to a cause of action filed by this Plaintiff in the Wisconsin United States District Court. Defendants appear to be offering some inference that the Wisconsin cause of action is the same or has comity with this cause of action. Plaintiff respectfully represents to this Court that the Plaintiff has no pending actions in any other court of competent jurisdiction where the subject matter of this cause of action has been presented for adjudication, decision and/or otherwise. In the action referenced by the Defendants, New Republic/USA Financial Group, Ltd., GES.m.b.H (Austria) (the first corporation named above) is a party. In a reply, filed by the United States Government in the Wisconsin case, in response to a suggestion by New Republic (Austria) that the United States Government relinquish all interest in New Republic (Austria) in exchange for an agreement to dismiss, the United States Government stated in part "To the extent the United States may have any interest in New Republic (Austria) it does not waive, abandon or relinquish the same". The United States Government respondents go on to state in the same reply that they need not be a named party in the Wisconsin action since New Republic (Austria) can represent the interests of the United States. The statements by the United States Government respondents in the Wisconsin case would clearly imply that there is an acknowledgement that New Republic (Austria) is a 18 USC 6 United States Government Proprietary Corporation. This is probably not the proper time to bring forth a request and/or suggestion but Plaintiff would be interested in determining if the United States Government would abandon, relinquish and/or waive all right, title and/or interest either in law and/or equity in the corporations in exchange for dismissal of certain claims.

Response to Defendants "Public Policy/Totten Doctrine" Argument to Dismiss Plaintiffs

Complaint

4. The Plaintiff makes reference to the National Security Act of 1947 in the Complaint. For clarification the Plaintiff makes representations concerning work, duties and responsibility of

employment with the United States Government. The scope of Plaintiffs duties and responsibilities included work that in some instances (upon best information and belief) may or may not be subject to the National Security Act of 1947 and other employment/fiduciary obligations and responsibilities (upon best information and belief) that unequivocally were not subject to the terms and conditions of the National Security Act of 1947.

The reference in paragraph 16 of the Complaint to the National Security Act of 1947 concerns portions of the subject Agreement pertaining to Plaintiffs retirement. In regard to Plaintiffs retirement Plaintiff believes that the National Security Act of 1947 may govern certain procedures that may be implemented to complete Plaintiffs retirement from the United States Government and respective agencies/bureaus. Plaintiff assumes that in the process of completing the "act" of retirement there is information, files, records, papers and other references that will be turned over, identified and delivered to the United States Government that is governed by the National Security Act of 1947.

Plaintiff without hesitation represents to the Court that the work with the corporations that developed the assets that are governed by the subject Agreement are unequivocally not generated from business dealings governed by the terms and conditions of the National Security Act of 1947. The subject Agreement makes no reference in the language of the Agreement to the National Security Act of 1947. There is no mention in the subject Agreement that the terms and conditions of the subject Agreement are to remain a secret or to be governed by a "your eyes only and/or keep your lips sealed" language. The subject Agreement does not pertain to payment for services and/or assets derived as a result of the conducting of either covert and/or secret operations. Plaintiff over the years may or may not have conducted covert and/or secret dealings on behalf of the United States Government but the financial references in the subject Agreement were not generated from any such covert and/or secret operations. In a trial on the merits of Plaintiffs cause of action the

source and basis of all assets covered by the subject Agreement would be available for presentation and examination of concerned parties. The corporate assets to be distributed/liquidated/repatriated and governed by the subject Agreement were not generated from work related tasks and responsibilities that would make disclosure of the same restricted by the National Security Act of 1947.

The business transactions that generated the assets governed by the subject Agreement were openly revealed with the permission and full knowledge of agents/fiduciaries and representatives of the United States Government to Price Waterhouse Hong Kong office auditors. In conducting banking business the banks/banques were provided international banking required legal documents to demonstrate that financial resources (monies and other credit-worthy assets) of the corporations were good, clean, clear, freely-transferable and of non-criminal origin.

5. The terms and conditions of the subject Agreement do NOT require the United States Government to make payment for "covert services" and/or "covert operations". There is no inference or reference by the Plaintiff that there are any conditions or language in the subject Agreement that the "lips of the parties must remain sealed" regarding the Agreements terms and conditions. To the contrary in paragraph 13 of the Complaint Plaintiff clearly states that the subject Agreement concerns "The conveyance, transfer, set over, assignment and release of bank/banque accounts and financial assets...". The subject Agreement reveals no secrets. Plaintiff would submit that speculation regarding secrets should be left to the modern "web site" conspiracy theorists". Mere speculation would not and should not invalidate a contract where there is no specific mention, reference and/or inference that the business dealings between the Plaintiff and the Defendants are different than proffered by the Plaintiff.

6. Plaintiff in support of the statements and representations set forth herein concerning the application of the National Security Act of 1947 to terms and conditions of the subject Agreement submits an Affidavit made under the penalty of perjury marked as Exhibit A, attached hereto and incorporated herein by this reference.

7. Plaintiff would additionally submit, as a point of argument, that implementation of the terms of the subject Agreement pertaining to his retirement although potentially subject to certain conditions of the National Security Act of 1947 does not bring his cause of action within the purview of the "Totten" case cited by Defendants. The functional "act" of retirement should not be an issue involving information that should or should not be in the public eye. The Plaintiff may be subject to certain "debriefing" rules and regulations of one or more agencies of the Defendant. On the other hand the "debriefing" need not be in the "public eye" nor is it a condition necessary to bring about the applicability of the other terms and conditions of the subject Agreement. Retirement in the subject Agreement does not require Defendant to make any payment to Plaintiff for "covert services" and/or "covert operations". With the abolishment of involuntary servitude Plaintiff is asking this Court to direct the Defendants to implement the retirement of the Plaintiff (within the province of what are normal and standard terms and conditions for persons holding similar positions with the USG). The "act" of retirement should not be a matter invalidating Plaintiffs cause of action as being in contravention of public policy.

8. If the Court would determine that the Totten defense (raised by the Defendants) is applicable to the retirement provisions of the subject Agreement then Plaintiff would submit that the issue of retirement be stricken by the Court from the Agreement and dismissed as one of the issues raised as part of Plaintiffs claims. Under standard and generally accepted contract law that portion of a contract deemed to be against public policy does not invalidate the entire contract if the balance

of the contract can be enforced independent of the stricken provisions. Plaintiff represents to this Court that the distribution/liquidation of corporate assets is not dependant upon the retirement of the Plaintiff as an employee, agent and/or representative of the United States Government.

9. Each of the corporations listed above were duly organized, registered and approved for operation by appropriate authorities in each designated jurisdiction. ANEKO CREDIT PTE LIMITED, as an example, was organized in the Republic of Singapore as a banking/financial institution and was required to comply with the appropriate rules and regulations of regulators in Singapore. The banking regulations of Singapore specifically require verification, residency and substantiation that all assets of such a corporation are good, clean, clear, freely-transferable and of non-criminal origin. The foreign earnings of this corporation although directed and generated by business dealings of Plaintiff, a United States citizen by American birthright, were not subject to United States tax payments. Plaintiff was not a resident of the United States and all earnings were generated in the foreign business market. Plaintiff spent more than regulated prescribed time outside United States boundaries and had established residence in one or more foreign jurisdictions to enable the management of the corporations to defer payment of United States taxes until earnings of the corporations were either used for personal reasons in the United States and/or the earnings of the corporations were repatriated. In essence the subject Agreement is an agreement for repatriating (tax payment) foreign "assets/earnings/set-aside allocations". The Agreement for payment of United States taxes at a time certain in the future is not a contract for "covert services" and/or "covert operations".

Plaintiff would respectfully direct this Courts attention to HR 3723 signed into law by President William Jefferson Clinton on October 11, 1996. Pertinent to the above listed corporations and the business operations of the corporations (including but not limited to financial dealings with

banks both domestic and foreign) refusal and non- disclosure by Plaintiff of corporate and business trade secrets for each corporation is subject to protection under the applicable provisions of HR 3723. The decision to invoke the protection of HR 3723 is Plaintiff's individual right and not subject to requirements or reasons inflicted and/or prescribed upon the Plaintiff by the National Security Act of 1947.

Response to Defendants Position in Regard to Sovereign Immunity, Federal Rule of Civil Procedure 12(b)(1) and 12(b)(6) Assertions and Inference that this Case Should be Transferred to Court of Federal Claims

10. Plaintiff will first address the inference by Defendants that this case should be transferred to the Court of Federal Claims. Defendants clearly misunderstand that Plaintiffs action is not exclusively for money damages arising out of a contract with the United States Government. The Federal Claims Court does not have the power of a district court to grant prospective, equitable relief. *see Bowen v. Massachusetts*, 487 U.S. 879 at 905. Cases have long recognized the distinction between an action at law for damages intended to provide a victim with monetary compensation for an injury to his person, property, or reputation and an equitable action for specific relief which may include an order providing for the reinstatement of an employee with back pay, or for "the recovery of specific property or monies, ejection from land, or injunction either directing or restraining the defendant officer's actions." *Larson v. Domestic & Foreign Commerce Corp.*, 337 U.S. 682 (1949).

This is not a case where the sovereign has title to property and is being sued by the Plaintiff to compel a conveyance of sovereign property to the Plaintiff. The property that would be distributed/liquidated/repatriated is the asset/property of the respective corporations. Under standard corporate practice a majority and/or minority shareholder would not be entitled to distribution/liquidation/repatriating of corporate assets/property in its entirety without

implementation of certain legal processes. The Tax Treaty Agreement was intended to negate the need for implementation of a legal process.

The primary objective of the Plaintiff is not to obtain money from the United States Government. The primary objective of the Plaintiff is to obtain equitable relief and direction from this Court to cause distribution/liquidation/repatriating of assets belonging to specified corporations. The end result is repatriating assets of the corporations to the Defendants to satisfy full and complete tax payment obligations of the Plaintiff to the United States Government.

Plaintiff signed the subject Agreement as an individual and the counter signature for the United States Government was an official representative of the United States Department of the Treasury. Plaintiff had fiduciary and either direct or indirect quasi employment relationship with each of the named Defendants. Included within the broad inclusion of the United States of America Defendant would be the Offices of the President and the Vice President and certain Executive Departments falling under the Executive Offices of the United States Government. Plaintiff has made numerous demands for performance upon all named Defendants. All such demands have been futile and no action has been taken by any Defendants (either specifically named and /or inferred from naming the United States of America as a Defendant) to implement and complete the responsibilities and obligations of the parties to the Tax Treaty Agreement.

The inaction and failure to act by the Defendants results in an unlawful restriction on the right to possession of property that rightfully belongs to the Plaintiff. The actions of the Defendants, who are all agents and representatives of the United States Government, constitutes an unlawful taking of the property of the Plaintiff by the United States Government without due process of law. For Plaintiff to proceed unilaterally and make a distribution/liquidation/repatriating of corporate assets would expose the Plaintiff to potential claims and potential litigation that is an unreasonable position for anyone to expect the Plaintiff to assume. The only efficient and prudent manner to

complete the process of repatriating the corporate assets is through implementation of the subject Agreement by means of the granting of equitable relief in the form of an order from a court of competent jurisdiction for specific performance. Specific performance is an equitable action and therefore this case does not comply with the statutory provisions of the Tucker Act. Plaintiffs prayed for relief cannot be ruled upon and/or adjudicated in the Court of Federal Claims.

Plaintiff has made a claim for money damages in the Complaint. Plaintiff would waive at this time the claim against the sovereign for money damages. Plaintiff would rely on the terms and conditions of the Tax Treaty Agreement that specifically address a business mechanism to facilitate the rights of the parties resulting from fluctuations in the value of the assets between the date of execution of the subject Agreement, the date of the audit and the date of settlement.

11. Plaintiff next addresses the issue of sovereign immunity and the interrelation of the "subject matter" question raised by the Defendants. Plaintiff ponders the reasoning behind a defense of sovereign immunity in a venue where the Plaintiff is not asking the Defendants to pay money to the Plaintiff but, to the contrary, the Plaintiff is trying to cause money that because of Agreement rightfully belongs to the sovereign and should be delivered and/or distributed to the sovereign. Plaintiff reiterates Plaintiffs ongoing and continual assertion that Plaintiff is not asking for payment of any sums of money from the domain or treasury of the sovereign. Plaintiff is requesting judicial assistance to require one or more agencies of the United States Government to implement their required duties, obligations and responsibilities. Plaintiff would assert that in regard to the duties and obligations of the Department of the United States Treasury that said defendant is abridging its duties and responsibilities to all citizens of the United States in failing to implement the terms and conditions of the subject Agreement. As of June 1995 implementation of the subject Agreement would have caused approximately One Hundred Fifty-Five Billion Five Hundred Million United States Dollar (\$155,500,000,000) asset value to be available to the United States Treasury.

Historically sovereign immunity is a legal doctrine that protects the federal, state, and tribal governments from lawsuits that would cause the governments to pay out money, real estate, or goods from the governmental treasury. The basic idea behind sovereign immunity is that property held by the government (including assets in the public treasury) are in trust for all the citizens. The public treasury and public property are, therefore, to be used for the benefit of all the citizens equally not just a few individuals (such as the people who file lawsuits) The doctrine of sovereign immunity is critically important where it truly applies to suits against the sovereign. But how does one determine if a suit is against the sovereign? The simple answer is that a suit is against the sovereign if "the judgment sought would expend itself on the public treasury or domain." *See Land v. Dollar, 370 US 731 (1947)*. In many cases the rule can be difficult to apply because the sovereign acts through human individuals, and these agents are often the named defendants. Sovereign immunity does not prevent suits challenging the acts of individuals who violate federal or other applicable law.

The Plaintiff can invoke jurisdiction under 28 U.S.C. 1331 (1994), because "contracts with the government are governed by federal common law, and . . . subject matter jurisdiction under section 1331 thus exists over causes of action arising from contracts to which the government is a party." *Falls Riverway Realty, Inc. v. City of Niagara Falls, 754 F.2d 49, 55 n.4 (2d Cir. 1985)* (citations omitted); *cf. Boyle v. United Tech. Corp., 487 U.S. 500, 504 (1988)* (noting that "obligations to and rights of the United States under its contracts are governed exclusively by federal law"). Plaintiff is cognizant that a showing of federal question jurisdiction, however, does not relieve a claimant from the burden to establish a waiver of sovereign immunity. Plaintiff filed the present cause of action mindful of sovereign immunity but also believing that since the action was for the purpose of implementing remedies that resulted in delivery and/or distribution of monies to the sovereign rather than payment from the sovereign that the underlying doctrine of sovereign immunity was not applicable to the present cause of action. Plaintiff is not attempting to take

“from the king” what is property of the “king” and available for use by all servants of the “king”. To the contrary the Plaintiff is vying to give to the “king” what is the rightful property of the “king” and keep for the servant only that to which the servant is entitled under the terms and conditions of the subject Agreement.

Appreciating that a request or claim for damages is not consistent with the argument of Plaintiff the Plaintiff would restate Plaintiffs representations set forth hereinabove that Plaintiff would voluntarily dismiss without prejudice Plaintiffs claim for damages and Plaintiff would at this time only pursue Plaintiffs principal claim for specific performance.

In light of the complexity of legal theory entailing a discussion of sovereign immunity the Plaintiff, without prejudice to the arguments and representations set forth hereinabove, is filing simultaneous with this Response a Motion for Leave of the Court to File a First Amended Complaint. The First Amended Complaint is attached to said Motion and the same is being served on the Defendant simultaneous with the delivery to the Defendants of this Response. Plaintiff is amending the Complaint to include jurisdiction and specific conditions for waiver of sovereign immunity in accordance with 5 USC 702, 28 USC 2201 and 2202. The Supreme Court has repeatedly explained that a litigant may invoke the Administrative Procedure Act (“APA”) as a waiver of sovereign immunity, thereby invoking district court jurisdiction, if the litigant can satisfy both 5 U.S.C. § 702 (by requesting “relief other than money damages”) and 5 U.S.C. § 704 (1994) (no “adequate remedy” is available elsewhere, such as the Court of Federal Claims). Bowen, 487 U.S. at 892-93, 904-05. The APA eliminates the defense of sovereign immunity in cases covered by 5 USC 702. Bowen, 487 U.S. at 892. Plaintiff reincorporates herein by this reference the statements and argument presented hereinabove substantiating that this case can not be decided either in the Court of Federal Claims and/or adjudicated under the Tucker Act. Plaintiff’s cause of action before this Court satisfies both applicable provisions of 5 USC 702 and 5 USC 704.

12. In addition to sovereign immunity (and in conjunction therewith FRCP 12(b)(1) Subject Matter Jurisdiction) Defendants assert FRCP 12(b)(6) as a basis for their Motion to Dismiss. FRCP 12(b)(6) Motions must be read in conjunction with FRCP 8. The federal rules simply require that a complaint include "a short and plain statement of the claims that will give the defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests." Conley v. Gibson, 355 U.S. 41, 47 (1957). Even after a defendant files a motion to dismiss pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, a plaintiff need not come forward with all of the facts supporting its claim for relief. See Fayetteville Investors v. Commercial Builders, Inc., 936 F.2d 1462, 1471 (4th Cir. 1991). Rather, "unless it appears beyond a reasonable doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief" a court should not dismiss a complaint for failure to state a claim. Conley, 355 U.S. at 46. Rule 8 objective is to avoid technicalities and to require that the pleading discharge the function of giving the opposing party fair notice of the nature and basis or grounds of the claim. Under Rule 8(a)(2), a claim is acceptable if "a plaintiff colorably states facts which, if proven, would entitle him to relief." Adams v. Bain, 697 F.2d 1213, 1216 (4th Cir. 1982). But, a claimant need not set out in detail all of the facts upon which the claim for relief is based; rather, he need only provide a statement sufficient to put the opposing party on fair notice of the claim and the grounds supporting it. See Atchison, Topeka & Santa Fe Ry. v. Buell, 480 U.S. 557, 568 n.15 (1987); Karpel v. Inova Health Sys. Servs., 134 F.3d 1222, 1227 (4th Cir. 1998); Gilbane Bldg. Co. v. Federal Reserve Bank, 80 F.3d 895, 900 (4th Cir. 1996).

13. Plaintiff is not making claim against the individuals named as representatives of the respective Government entities in their personal capacity. Plaintiff is fully aware that the named individuals are not the same individuals holding the positions with the respective organizations at the time of the execution of the subject Agreement and/or potentially holding said positions at the time the terms and conditions of the subject Agreement were to be implemented in June of 1995. Plaintiff

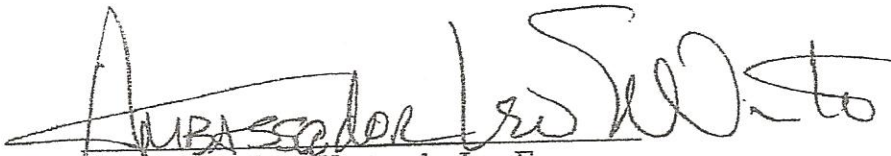
represents to this Court that the generally accepted principle is that the government acts through individuals. The named Defendant bureaus, agencies and/or departments are the operative entities responsible for implementing the terms and conditions of the subject Agreement. Plaintiff acknowledges that the particular individuals are named as the parties who can issue directives and take responsibility to assure that the responsibility and obligations owed to the Plaintiff by the respective Defendants are satisfied.

14. Plaintiff has made continual demand on the Defendants and at one time the only response from any Defendant organization was sending official visitors to see Plaintiff for the specific purpose of obtaining full and complete modification of the subject Agreement. Plaintiff at all times pertinent to the within cause of action has refused to accept the offers of one or more Defendant organizations. Plaintiff has made demand upon the Offices of the President and Vice President, Secretary of the Treasury, the Attorney General of the United States, the Director of the Central Intelligence Agency under both the President William Jefferson Clinton administration and the current President George Bush administration.

15. Plaintiff at all times, pertinent to the history and background of the subject Agreement, has been ready, willing and able to cooperate in implementing the terms and conditions of the subject Agreement. Plaintiff would respectfully submit to this Court that the dominant interest of the "sovereign" in this particular action should be to join with rather than contest the action of the Plaintiff against the named agencies. If the interest of the sovereign is to protect the interests of the public domain and citizens in general then the real "public policy" issue is not and should not be "secrets and covert acts". The real public policy issue should be a determination of why the Defendants have refused and neglected to implement the terms and conditions of a contract that would cause a substantive amount of money/assets to become the property of the United States Treasury

WHEREFORE, Plaintiff respectfully requests this Honorable Court to issue appropriate orders from the Court denying Defendants Motion to Dismiss, denying Defendants assertion and suggestion that the case be transferred by this Court to the Court of Federal claims, issuance of a directive from this Court that Defendants forthwith file required pleadings and for such other and further relief as the Court deems just and proper.

Respectfully submitted this 27TH day of November 2002



Ambassador Leo Wanta, aka Lee E.
Wanta, aka Leo E. Wanta

Telephone:
e-mail:

CERTIFICATE OF MAILING

I hereby certify that on this 27TH of November 2002 I caused the above set forth Response to Defendants Motion to dismiss with attachments to be placed and sealed in an express mail envelope and sent via prepaid express mail services addressed as follows:

Richard J. Parker
Assistant United States Attorney
2100 Jamieson Avenue
Alexandria, Virginia 22314
703-299-3700

