

AmeriTrust Groupe, Inc.
4001 North 9 th Street, Suite No. 227
Arlington, Va. USA 22203 - 1954
Commonwealth of Virginia

SCC ID : 07458003
EIN : 45 - 4222104

CONFIRMING

Lee E. Wanta
Chairman / CEO / President
Tele : (703) 649 4545 ext 100
Tfax : (703) 552 3159
E : ameritrustusa@gmail.com

Date : 20 Aug 15

To U.S. President Barack Obama, U.S. Vice
President, All MEMBERS OF THE U.S.
CONGRESS, U.S. SUPREME COURT, ETAL

From : Lee E. Wanta

Message : U.S. DISTRICT COURT

Ruling - Case N^o 02-1363-A
AMBASSADOR LEO WANTA, PLAINTIFF,
UNITED STATES OF AMERICA, ET AL.
DEFENDANTS.

cc : _____

www.eagleonetowanta.com/

www.vikinginternationalllc.com/

http://eagleonetowanta.com/wp-content/uploads/2015/08/AMB-LEO-WANTA-vs-CORPORATE-STATE-OF-WIS_U-S-SUPREME-....pdf

AMB Lee Wanta vs Corporate State of Wisconsin US Supreme Court

U.S. Judge Lee's Court ruling over Mr Leo Wanta's absolute authority in respect of certain SENSITIVE TITLE 18, SECTION 6 UNITED STATES GOVERNMENT INTELLIGENCE CORPORATIONS and their off-balance sheet bank account financial assets

DAY OF RECKONING FOR BANKSTERS AND SCAMSTERS
International financial sector tensions have reached fever pitch behind the scenes due to the gangland warfare that has been raging in the context of the misdirection and theft of off-balance sheet giga-funds by certain US intelligence operatives/office holders and international banks. To facilitate this culture of scamming and thievery without the inconvenience of a US Secret Service investigation, President Clinton arranged for the illegal 'taking down' in 1993 of Leo Wanta, a senior US intelligence operative of rare integrity, so that he languished illegally in jail and under house arrest on trumped-up charges for 12 years. But today the tables have been turned upon the scamming operatives and banksters concerned. This document affirms Mr Wanta's powers over key USG corporations. It is published to coincide with audit work that is taking place to establish what has happened to official funds. So that nothing can ever be taken out of context, we reproduce this US Court statement in its entirety.

Intelligence officers engaged in secret international operations for governments are often authorised to use offshore corporations. In 1990, President Gorbachev's Politburo re-authorised the setting up of innumerable domestic and foreign corporations as instruments of Soviet strategy around the world. The Politburo actually took a leaf out of the CIA's book, copying in essence the basic provisions of President Reagan's Executive Order 12333 of 1981, which authorised the establishment for such purposes of a number of so-called Title 18 Section 6 corporations domestically and offshore, wholly owned by the US Government. The Executive Order stipulated that all intelligence connections with such corporations could be disguised and denied.

Given the rampant corruption with which elements of the vast US intelligence community is infested, consequent in part upon the global drug-trafficking operations of the CIA which are run in competition/collaboration with comparable operations directed by the covert Soviet GRU and by certain intelligence organisations of other countries (including Britain's 'Black' GO-2 agency), it is not surprising that the bank accounts of certain of these offshore funds may well have been ransacked, against the background of gangland-style rivalry between competing/collaborating cadres owing their 'allegiance' to this or that powerful 'intelligence family' (such as the Clintons and the Bushes). Furthermore, the sums accumulated in these offshore accounts are usually of colossal proportions, being the proceeds of multiple officially sanctioned operations and banking transactions carried out in accordance with official instructions.

In 1993, the senior US Secret Service/Treasury intelligence officer Leo Wanta (who also served the CIA and the FBI, as required) travelled with others to Switzerland, where he was to arrest the international metals trader and fugitive from US justice, Marc Rich (Reich) on instructions from the FBI Director, William Sessions. Instead of achieving this - one of a portfolio of objectives - he was seized by Swiss police and thrown into a stinking Swiss dungeon for 134 days with no explanation. Almost simultaneously, President Clinton fired

William Sessions without giving any reason, and shortly afterwards Vincent Foster was found 'suicided' in a Washington DC area park. Following an intervention by Yizhak Rabin, the Israeli Prime Minister, Wanta was repatriated in shackles to New York, where he was arraigned before a US judge on trumped up tax charges.

The judge dismissed his case and released him, but he was re-arrested on the Courthouse steps and extradited to Wisconsin, where the spurious tax charges (to the effect that he owed about \$14,000 in back tax dating from 1982, despite the fact that he hadn't lived in Wisconsin for years) were invoked, and he was flung into jail for non-payment. He was moved out-of-state to another jail, and attempts were made to drug him and to have him certified as mentally ill, in accordance with the Soviet Gulag and mental hospital models. Later, he was released into house arrest in Wisconsin and was subject to severe movement restrictions for many years, during which time he was barred from leaving Wisconsin. He managed twice to raise funds and to pay the illegally imposed tax, after the first tax payment 'went missing'. His family home was sold behind his back and the proceeds confiscated. After a third payment was raised and paid, with additional charges, in July 2005, Leo Wanta was finally freed of all probation restrictions with effect from 14th November 2005. Meanwhile Marc Rich, who had been indicted by Rudolph Giuliani, a US Attorney of the day, on multiple counts involving racketeering (RICO) financial and trading irregularities, was pardoned in the final hours of Clinton's Presidency.

But Leo Wanta, who had conducted a series of brilliant Financial Warfare operations on behalf of President Reagan, whose life he had saved at least once by providing the President with advance warning of intended assassination, was left to waste over 12 years of his life as described. On 8th February 2006, we 'googled' www.bop.gov (Bureau of Prisons), clicked onto Locate a Federal inmate, and typed in Leo Wanta's reference number 43419-063. This duly showed Leo Wanta as having been such an inmate, but stated that the date of his release was 19th November 1993, aged 65 (which is his current, rather than his age on release: 55). In other words, it appeared that the Bureau of Prisons may have sought to have Mr Wanta's illegal incarceration covered up. Fortunately, this fraudulent 'takedown' of a gallant and patriotic intelligence officer, and its motivations, can no longer be hidden. Many US intelligence officials thought that he was dead long ago.

But in reality, he remained in touch, all along, with dimensions of his former global intelligence work - including the matter of the fate of large financial assets belonging to the US Government for which he remained responsible under US law and the laws of other jurisdictions, but which he feared might be in danger of being misdirected or stolen from the US Government by US criminalist intelligence gangs.

When the US Government itself reneged on certain specific undertakings concerning some of the intelligence corporations and their assets, Mr Wanta was forced to go to court to protect the assets and not least to counter evil suggestions that, like certain known operatives, he, too, was corrupt - a ludicrous suggestion, as he was out of commission for years and in any case bases his work on Christian ethical principles. On 15th April 2003, US District Judge Gerald Bruce Lee, sitting in the United States District Court for the Eastern District Court of Virginia, Alexandria Division, handed down a Memorandum Opinion in which Leo Wanta's unavoidable legal representations were reviewed, and in which he affirmed Mr Wanta's powers over the corporations [see page 46]. The Judge pronounced: 'Plaintiff's sole remedy in this matter is to proceed with the liquidation of the corporations and report these transactions to the Internal Revenue Service in accordance with the Internal Revenue Code and then challenge the assessment of any taxes in a refund proceeding', to obtain his contracted payment for services rendered in accordance with his contracts and official orders.

We are publishing the entire text of this important document for the benefit of members of the international financial community who may, for whatever reason, have seen fit to question either Mr Wanta's integrity, or his undoubted powers to complete the US Government's business, and to recover assets accumulated for its long-term benefit. □

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

ALEXANDRIA DIVISION

AMBASSADOR LEO WANTA,

Plaintiff,

v.

UNITED STATES OF AMERICA, et al.,

Defendants.

Civil Action No. 02-1363-A

APR 15 2003
CLERK, U.S. DISTRICT COURT
ALEXANDRIA, VA

MEMORANDUM OPINION

THIS MATTER is before the Court on Defendants the United States of America, et al.'s, motion to dismiss Plaintiff Ambassador Leo Wanta's claim of breach of contract based on lack of subject matter jurisdiction and on Plaintiff's motion to amend his complaint. The issue before the Court is whether the Court should dismiss an alleged secret government Agent's claim against the Attorney General, the Director of the Central Intelligence Agency, the Secretary of the Treasury and the Government based on lack of subject matter jurisdiction. The Court grants Defendants' motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) because the Government has not waived sovereign immunity and public policy forbids the adjudication of a suit relating to matters of an alleged national security contract. The Court denies Plaintiff's motion to amend his complaint under Federal Rule of Civil Procedure 15(a) because such an action would be futile.

PAGE 1 of U.S. District Judge Gerald Bruce Lee's crucial Memorandum Opinion dated 15th April 2003, in which, having exhausted the remedies available to Leo E. Wanta, the distinguished US Secret Service/Treasury intelligence officer, in respect of the disposition of off-balance sheet US Government intelligence funds held in accounts of Title 18, Section 5 corporations offshore, the Judge pronounced that: Plaintiff's sole remedy in this matter is to proceed with the liquidation of the corporations and report these transactions to the Internal Revenue Service in accordance with the Internal Revenue Code and then challenge the assessment of any taxes in a refund proceeding'. This Court-affirmed statement confirmed Mr Wanta's powers over certain USG corporations and presented serious problems for criminalised elements of the US intelligence community and overpowered barons believed to be lusty after seizure of financial assets that belong to the US Government - and which would prefer that the source of these and other hidden giga-funds were never revealed in order for past and planned illegal thefts of such assets to be covered up in perpetuity. So far, this crucial document has been largely suppressed, as it affirms Mr Wanta's legitimate powers and destroys groundless and libellous allegations that Mr Wanta is dishonest, like the criminal operatives concerned. Their problem is that he is not - a concept they cannot understand, as in their perspective, it cannot be imagined that any US intelligence officer is not also as bent as a corkscrew.

I. BACKGROUND

Plaintiff alleges that he served as a secret agent, employee and /or independent contractor of the United States government and that the scope of his duties fell within the provisions of the National Security Act of 1947. (Compl. at ¶ 1.) His complaint further alleges that in April 1992, Plaintiff and a now deceased third party foreign national executed a Tax Treaty Agreement ("the Agreement") with the United States government. (Id. at ¶ 5.) The purpose of the Agreement, commencing on June 11, 1995, was to provide for Plaintiff's termination and retirement from his service with the United States government. (Id.) Despite Plaintiff's repeated demands for performance, the United States government has refused to comply with the terms of the Agreement. (Id. at ¶ 6.) As a result, Plaintiff seeks an order from the Court requiring the United States, *inter alia*, to comply with their responsibilities under the terms of the Agreement or, alternatively, to pay him \$1.0 billion in damages for breach of contract. (Id. at ¶¶ 21, 23.)

II. DISCUSSION

A. Subject Matter Jurisdiction

1. Standard of Review

The Court may consider a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) by examining "(1) the complaint alone; (2) the complaint supplemented by undisputed

facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court's resolution of disputed facts.'" See *Hostetler v. United States*, 97 F. Supp. 2d 691, 694 (E.D. Va. 2000) (quoting *Williamson v. Tucker*, 645 F.2d 404, 413 (5th Cir. 1981)). The burden of establishing subject matter jurisdiction lies with the plaintiff. *Id.* at 695.

2. Jurisdiction Over Contractual Claims Against the United States

The United States Court of Federal Claims has exclusive jurisdiction over any contractual claims against the United States for monetary damages in excess of \$10,000. 28 U.S.C. § 1491(a)(1). In this case, Plaintiff seeks specific performance of the Agreement or \$1.0 billion in monetary damages for breach of the Agreement.

3. Inability of this Court to Provide Equitable Relief

Plaintiff argues that this Court is the appropriate venue for this suit because the purported Agreement between the parties provides for arrangements concerning the payment of Plaintiff's federal income taxes resulting from the liquidation and distribution of assets from various foreign and domestic corporations. This Court has subject matter jurisdiction over an action against the United States for any incorrect or wrongful assessment of federal taxes or an illegal collection action under

the Internal Revenue Code. See 28 U.S.C. § 1346(a)(1). However, despite Plaintiff's clarification of the purpose of the Agreement, he does not claim that he is attempting to recover any payments or assessments of taxes by the United States. Instead, Plaintiff asserts that the terms of the Agreement establish a formula that determines the amount of income taxes owed for the liquidation of assets in various foreign and domestic corporations, as well as the timing for those tax payments to the United States government.

The Court, however, is precluded from intervening in a dispute involving the calculation of income taxes owed before an assessment is made against the taxpayer or the taxpayer tenders payment. The Anti-Injunction Act provides that ". . . no suit for the purpose of restraining the assessment or collection of any tax shall be maintained in any court by any person, whether or not such person is the person against whom such tax was assessed." 26 U.S.C. § 7421(a). A court does not have the right to interfere with the collection or assessment of federal taxes. *Int'l Lotto Fund v. Virginia State Lottery Dep't*, 20 F.3d 589, 591 (4th Cir. 1994). A court may issue an injunction prohibiting the assessment or collection of taxes "only if it is clear that the Government could in no circumstances ultimately prevail on the merits and that equity jurisdiction exists." *Prof'l Eng'rs, Inc. v. United States*, 527 F.2d 597, 600 n.1 (4th Cir. 1975).

Furthermore, application of the Anti-Injunction Act does not result in a denial of due process provided that the taxpayer can seek redress in a refund action. *Id.* at 600. The Plaintiff has not demonstrated that his position is so compelling that only he, and not the government, could prevail. Nor does the Plaintiff currently seek to recover any payments or assessments of federal income taxes or assert that he was denied judicial review in a refund action. Accordingly, this Court cannot provide any injunctive relief in this matter. Since the Plaintiff's claim against the United States government would appear to be contractually based, the appropriate venue for this action is the United States Court of Federal Claims.

B. Failure to State a Claim

1. Standard of Review

A Federal Rule of Civil Procedure 12(b)(6) motion should not be granted unless it appears beyond a doubt that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief. Fed. R. Civ. P. 12(b)(6); *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957). In considering a Rule 12(b)(6) motion, the Court must construe the complaint in the light most favorable to the plaintiff, read the complaint as a whole, and take the facts asserted therein as true. *Mylan Labs, Inc. v. Matkari*, 7 F.3d 1130, 1134 (4th Cir. 1993). Conclusory

allegations regarding the legal effect of the facts alleged need not be accepted. See *Labram v. Havel*, 43 F.3d 918, 921 (4th Cir. 1995). Because the central purpose of the complaint is to provide the defendant "fair notice of what the plaintiff's claim is and the grounds upon which it rests," the plaintiff's legal allegations must be supported by some factual basis sufficient to allow the defendants to prepare a fair response. *Conley*, 355 U.S. at 47. This initial standard sets out how the Court construes the Complaint.

2. Contrary to Public Policy

The Plaintiff fails to state a claim upon which relief may be granted by this Court or the United States Court of Federal Claims. Because the Agreement is a contractual claim against the United States for more than \$10,000, transfer to the United States Court of Federal Claims would be appropriate. However, the transferee court must also possess subject matter jurisdiction for this Court to be able to transfer the case.. The United States Court of Federal Claims cannot order specific performance or award damages for breach of contract in this suit as a matter of public policy. "Public policy forbids the maintenance of any suit in a court of justice, the trial of which would inevitably lead to the disclosure of matters which the law regards as confidential." *Totten v. United States*, 92 U.S. 105, 107 (1875). The Plaintiff contends that the Agreement does not

involve a contract for services. Instead, he states that the Agreement provides a mechanism for the timing and payment of income taxes resulting from the distribution and liquidation of various domestic and foreign corporations that the plaintiff established while employed by the United States government. Plaintiff also unequivocally states that certain terms of the Agreement may be subject to the National Security Act of 1947. (Compl. at ¶ 1.) Despite Plaintiff's attempt to mollify his original statement by saying that the provisions of the Agreement relating to the tax payments are not covered by the National Security Act, the Court must conclude, based on Plaintiff's initial statement and his failure to attach a copy of the Agreement to his complaint, that the Agreement involves secret or covert activities subject to the National Security Act of 1947.

3. Failure to Establish Sovereign Immunity

Even assuming, *arguendo*, that the Agreement is not subject to the National Security Act of 1947, the Plaintiff cannot demonstrate that the United States Court of Federal Claims has subject matter jurisdiction. See *McNutt v. GMAC*, 298 U.S. 178, 182, 189 (1936) (stating that the burden is on the plaintiff to demonstrate that a court has subject matter jurisdiction). The Plaintiff has sued the federal government as well as three named federal officials in their official capacities to obtain specific performance of the Agreement or, alternatively, monetary damages

for breach of the Agreement. A suit against such a federal officer is deemed to be a suit against the federal government. *Kentucky v. Graham*, 473 U.S. 159, 165-66 (1985). Thus, this suit rests exclusively against the federal sovereign.

The United States, is immune from suit based on its sovereign powers, unless consent to suit is granted to prospective litigants. The United States' consent to be sued must be express and unequivocal. *United States v. Mitchell*, 445 U.S. 535, 538 (1980). The Plaintiff has failed to demonstrate that the United States has expressly consented to be sued in this matter. While the alleged Agreement between the parties may provide such consent, the Plaintiff has elected not to attach a copy of the Agreement to the Complaint to support that such consent exists.

Without express consent, only Congress can waive the sovereign immunity of the United States. *Block v. North Dakota*, 461 U.S. 273, 287 (1983). Congress has adopted legislation that provides for a waiver of sovereign immunity in suits for equitable relief. See Administrative Procedures Act (APA), 5 U.S.C. § 701, et seq. However, relief may not be available under the APA if other statutes prohibit this remedy. 5 U.S.C. § 701(a)(1). The Anti-Injunction Act, as previously discussed, precludes such relief in this case. 26 U.S.C. § 7421 (disallowing lawsuits that interfere with the assessment or

collection of federal income taxes). Likewise, the Declaratory Judgment Act expressly excludes actions relating to federal taxes. 28 U.S.C. § 2201; *Prof'l Eng'rs*, 527 F.2d at 600. The Plaintiff cannot establish that the United States consents to be sued. As a result, the United States Court of Federal Claims would be precluded from ordering specific performance of the Agreement since federal law prohibits a waiver of sovereign immunity in matters involving assessment and collection of income taxes. Therefore, because the United States Court of Federal Claims is prohibited from granting relief in this matter, it would be futile for this Court to transfer this case.

C. Amendment of Complaint


Although a court may allow a party to amend its complaint when it is in the interests of justice under Federal Rule of Civil Procedure 15(a), such action in this case would not further the interests of justice. *Khandajwal v. Compuadd Corp.*, 780 F. Supp. 1077, 1082 (E.D.Va. 1992). Even if Plaintiff were allowed to amend his complaint to dismiss his claim for breach of contract, this Court would continue to lack subject matter jurisdiction in this case because the remaining claim seeks specific performance of a contract involving the United States government and jurisdiction lies in the United States Court of Federal Claims. However, as discussed previously, the Court may not transfer this matter to the United States Court of Federal

Claims. Nor would an amended complaint change this Court's ability to provide equitable relief in this matter since Plaintiff does not seek recovery of payment or assessment of federal taxes. Moreover, allowing Plaintiff to amend his Complaint would not remove Plaintiff's bar from suing the United States government because he lacks express consent or a waiver of sovereign immunity by the United States government that would allow the United States Court of Federal Claims to have subject matter jurisdiction in this case. Therefore, the Court denies Plaintiff's motion to amend his complaint because such an action would be futile. Plaintiff's sole remedy in this matter is to proceed with the liquidation of the corporations and report these transactions to the Internal Revenue Service in accordance with the Internal Revenue Code and then challenge the assessment of any taxes in a refund proceeding. See *Int'l Lotto Fund*, 20 F.3d at 591.

III. CONCLUSION

The Court grants Defendants' motion to dismiss based on lack of subject matter jurisdiction and failure to state a claim on which relief may be granted. The Court denies Plaintiff's motion to amend his complaint.

Dated: April 15, 2003
Alexandria, Virginia


GERALD BRUCE LEE
UNITED STATES DISTRICT JUDGE

PAGE 10 of U.S. District Judge Gerald Bruce Lee's crucial Memorandum Opinion dated 15th April 2003, in which, having exhausted the remedies available to Leo E. Wentz, the distinguished US Secret Service/Treasury intelligence officer, in respect of the disposition of off-balance sheet US Government intelligence funds held in accounts of Title 18, Section 6 corporations offshore, the Judge pronounced that: 'Plaintiff's sole remedy in this matter is to proceed with the liquidation of the corporations and report these transactions to the Internal Revenue Service in accordance with the Internal Revenue Code and then challenge the assessment of any taxes in a refund proceeding' *see supra*. This Court-affirmed statement confirmed Mr Wentz's powers over certain USG corporations and presented serious problems for criminalised elements of the US intelligence community and overpowerful barons beloved to be lusting after seizure of financial assets that belong to the US Government - and which would prefer that the source of these and other hidden gigs-funds were never revealed in order for past and planned illegal thefts of such assets to be covered up in perpetuity. So far, this crucial document has been largely suppressed, as it affirms Mr Wentz's legitimate powers and destroys groundless and libellous allegations that Mr Wentz is dishonest, like the criminal operatives concerned. Their problem is that he is not - a concept that they cannot understand, as in their perspective, it cannot be imagined that any US Intelligence officer is not also as bent as a corkscrew.

Item 10, p 2

• United States Code
• TITLE 18 - CRIMES AND CRIMINAL PROCEDURE

Section 35. Imparting or conveying false information

U.S. Code as of: 01/06/03

(a) Whoever imparts or conveys or causes to be imparted or conveyed false information, knowing the information to be false, concerning an attempt or alleged attempt being made or to be made, to do any act which would be a crime prohibited by this chapter or chapter 97 or chapter 111 of this title shall be subject to a civil penalty of not more than \$1,000 which shall be recoverable in a civil action brought in the name of the United States.

(b) Whoever willfully and maliciously, or with reckless disregard for the safety of human life, imparts or conveys or causes to be imparted or conveyed false information, knowing the information to be false, concerning an attempt or alleged attempt being made or to be made, to do any act which would be a crime prohibited by this chapter or chapter 97 or chapter 111 of this title - shall be fined under this title, or imprisoned not more than five years, or both.

Section 371. Conspiracy to commit offense or to defraud United States

U.S. Code as of: 01/06/03

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.

If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.

Section 372. Conspiracy to impede or injure officer

U.S. Code as of: 01/06/03

If two or more persons in any State, Territory, Possession, or District conspire to prevent, by force, intimidation, or threat, any person from accepting or holding any office, trust, or place of confidence under the United States, or from discharging any duties thereof, or to induce by like means any officer of the United States to leave the place, where his duties as an officer are required to be performed, or to injure him in his person or property on account of his lawful discharge of the duties of his office, or while engaged in the lawful discharge thereof, or to injure his property so as to molest, interrupt, hinder, or impede him in the discharge of his official duties, each of such persons shall be fined under this title or imprisoned not more than six years, or both.

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EXHIBIT BB, pgs 1 & 2

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