MY CONVICTION FOR THE MOTHER OF ALL CLUSTER FAUX PAS'

I would say two quotes best summarize the foundation of my platform:

"Silence becomes cowardice when occasion demands speaking out the whole truth and acting accordingly." — **Mahatma Gandhi**

And:

"The ultimate tragedy is not the oppression and cruelty by the bad people but the silence over that by the good people." — **Dr Martin Luther King Jr.**

What is more interesting, however, is how these quotes now paint a significant part of my existence.

I was the "go-to fellow" for not only diplomatic protected vehicles but also police tactical vehicles throughout the 1980s, 1990s, and into the early 2000s. The massive growth of Armet's business surely evidenced a reputable manufacturer of armored vehicles, especially because the company stood guard behind its certified and Lloyds insured armored carapace products.

Insurance was more than a rarity. Armet may have been the only company ever that had a Lloyds of London underwriter's insurance policy on each of its armored vehicles operating in **war zones**, which included the former Yugoslavia, Iraq, Afghanistan, and Georgia. (**Sub-file: Lloyds**).

In 1980, my business was like a steam locomotive shunting wooden carriages, and over the next thirty-odd years, it gathered speed like a TGV European Express. Yet it suddenly found a rocky landslide on the rail tracks, and the initial hope and promise that lay ahead for my business crashed when the rocks of injustice knocked it clear off the tracks. I became a felon in the United States of America.

Yes, I have used the words "rocks on my rail tracks". Remember my comment because at any time, it could be your turn to be knocked off the rails. As **Charles Bukowski** best put it:

"I guess the only time people think about injustice is when it happens to them."

Or, as **Benjamin Franklin** said:

"Justice will not be served until those who are unaffected are as outraged as those who are."

When I said, "Hope and promise", here is what I meant: in the 1960s, I took my shilling and became a British soldier by swearing allegiance to the Queen, living my childhood dream as a Scots Guardsman. Later, I transitioned into police service in Canada. As a police officer, I honed my military skills mostly in tactical units, more commonly called these days the SWAT, or in Toronto, the Emergency Task Force.

In April 1980, I had the privilege of using my military and police skills to create and own the newly established Armet Armored Vehicles. With exceptional Canadian workers the company grew into an international group of companies with our head office in Canada. This continued until a slowly growing insidious cancer took hold in 2006 and fully developed by the end of 2007, culminating in Armet's slow but inevitable death in 2015.

I can say that creating and operating the Armet Armored Vehicles business was exciting. There were few competitors in the early years, and we became prestigious because, as countless governments that have bought our armored vehicles could attest, Armet's tactical vehicles were unique, with ballistic protection certified by at least a dozen countries. This explains why progressive governments bought these machines undaunted by their costly price, but by the reputation they had garnered.

Several news publications and government reports noted and continue to note that in 2023 these tactical vehicles could protect and frustrate attacks by societies' enemies, in internal security and more than a few wars. These vehicles of Armet's design and my creation are still being built in 2023, but not under my direction or ownership, which was stripped away by a song and dance in the United States.

The excitement in my life, as well as the employment of my friends and colleagues, suddenly took a sharp turn downwards. What follows from here is extremely long and not an easy read, jumping forwards and backwards while I try to make the issues clearer. However, I chose to speak so that those readers who can endure reading through this document can pass their own clear judgment as to whether I was guilty or innocent in the case brought against me by the United States.

One of the cornerstones of my platform is the belief that people need to be well informed to make sound judgments. That is why a significant part of my content consists of authentic documents for our audience to review and consider the evidence.

This is particularly important in my case, as I am a felon in the United States and nothing I say now can change that fact. Therefore, readers may approach my words with scepticism, as they obviously did with President Donald Trump, another felon, until they have thoroughly examined all the available facts.

Clearly a pillar of the creation of the Wikifactum site is to provide informative reprisal against officials. These are individuals who under the guise of their badge of authority believe that they have the right to pervert the course of justice.

Wikifactum.org and Wikifactum.org.uk are web spaces I recently created for people to share their stories, particularly those who claim their conviction was solely due to the malice of black-handed whistle-blowers or malicious schemes by individuals with government authority, such as police, federal agents, law enforcement investigators, prosecutors, judges, and even defense lawyers.

I hope that my claim of injustice on Wikifactum will serve as a warning for other aliens like me doing business in the United States of America. It has been said there may be gold in those hills, yet for the still unwary, it can be a pit of inequity and injustice.

Here are the facts and coincidences surrounding my story:

I am still troubled by the trauma and panic attacks I have suffered from PTSD since first becoming aware in 2006 of events caused in 1966 during my military service, my contamination by Agent Orange, and its obvious relevance to the health of my family and the eventual formation of this factum. The subject of Agent Orange is left to the end of my narrative as it is not related to the facts of my indictment, but is the pre-cursor to my indictment.

I am not one to cower and shut up about the lack of healthy food or proper medical treatment, the toxic chemical environment of prisons, and the new style of slavery enforced as government servitude. After all, I was raised from birth as a Scots Guardsman, I did the retaliatory time for the US government and now I am safe at home in Canada with my family while I work on my Wikifactum endeavour.

My clear mission now is to help others who find themselves in a similar situation in the United States, especially those who are still incarcerated and terrified of being locked up for decades. They have nothing else to lose, so they should fight. These incarcerated victims of injustice will often bravely stand and fight to clear their names, and they will do so through official appeal

processes, although most will be ignored by the politicized US federal judicial system, including the Supreme Court, where allegedly, according to the reports of incarcerated federal inmates and extensive media coverage, the court was formerly a reputable institution.

The setup of the Wikifactum website is in the initial stages and is unique, with the future possibility of a mirrored worldwide application. The US site initially encompasses only my extensive cache of materials. Bizarrely my situation had two elements: two huge and complicated cases with the same prongs and the same allegations, one civil and the other criminal. I was found not guilty in the civil trial and guilty in the criminal trial, based on hypothesis, **without** the same exculpatory facts, but with the same judge and in the same courtroom with a different jury and different defense lawyers. This appearance of dubious justice, arguably the worst form of double jeopardy, would not be acceptable in British or Canadian courts.

On Wikifactum, I aim to explain what went wrong and expose the games played by various individuals leading up to and during my criminal trial, which may have led to an unjust conviction. I will intertwine the testimonies and information from both of my trials, as well as the cache of exculpatory trial documentation not used by my defense lawyers.

To fully understand the allegations against me in 2006 and beyond, the reader is encouraged to review the Record of the Case (ROC) provided by US prosecutors to the Attorney General and the Minister of Justice of Canada, requesting my extradition to the United States.

Despite the US prosecution knowing for four years that their prime witness and whistle-blower, Frank Patterson Skinner, was a perjurer and orchestrator of all the alleged counts relating to a lack of vehicle armour, the US prosecution continued to mislead the Canadian government in the ROC, culminating in my extradition.

Nonetheless, I am free now; I was granted compassionate release from the Federal Butner Low-Security Institution in North Carolina on May 29, 2020 and on June 4, 202, I returned to the safety of Canada. Freedom gives me the opportunity for a new endeavour, assisting those persons who find themselves in a comparable situation when facing injustice in the United States.

The reader can compare the ROC allegations against the subjects in sub-file **#6, SUBJECT SUMMARIES** — **11-Sept-17**, with files containing actual documentation to refute every allegation against me and Armet except for the many so-called "Wire Fraud" counts, a blanket phrase in the United States that comprises, in Armet's case, all intercompany transfers of funds.

Additionally, readers are encouraged to review the points raised by my Canadian lawyer, Brian Greenspan, in my "Respondent's Factum" in response to the ROC challenging my extradition to the United States. Greenspan is an eminent Canadian criminal defense lawyer who was recommended to me by other lawyers in the same field.

Not only did Mr. Greenspan and his team thoroughly familiarise themselves with my case, but they also explained to me that fighting an extradition warrant is usually a waste of the client's time and money, as the Extradition Act does not permit the accused to present rebuttal evidence. Greenspan and his team became fully conversant with my case and confirmed that the very best they could do was delay the extradition to give me the important bail time in Canada necessary for me to prepare my defense. A real achievement by Greenspan was that I was indicted in July 2012 and not extradited until September 2016.

For a more comprehensive understanding of the events, readers should also examine the Virginia Bar complaint and appendix filed by me against my US criminal defense lawyers at Gentry Locke, specifically Justin Lugar. These documents highlight how Lugar connived and misled me and other involved parties in their firm's purported representation of Armet USA and me. It is recommended that readers review my sub-files for each lawyer to confirm my allegations about their ineptitude or ethical misconduct. See: (5c. BAR COMPLAINT)

On June 3, 2022, a Gentry Locke law clerk discovered a handwritten notebook and attached documents in the possession of Bondurant and Lugar's law firm. These materials were returned to me via courier. The handwritten notebook, titled "Comtruck-Sirs," and the attached documents are undoubtedly crucial discoveries for my defense.

The fact is that the notebook and documents were previously found by Justin Lugar and his colleague Jennifer DeGraw in Armet USA's storage unit before the trial, but they were not used by Bondurant or Lugar during the proceedings. The handwritten notebook and attached documents were related to Scott Verona's management of a contract with the US Air Force when he was the project manager for Armet USA.

If the handwritten notebook and printed documents had been used, it could have impacted the testimony of the prosecution's main witness at trial, the designated JCCI Gurkha project manager and engineer Scott Verona. Verona repeatedly denied that pertinent JCCI documents were written in his handwriting, despite Judge Kiser's frequent doubts and inquiries. Finally, Kiser

decided to give Verona the benefit of the doubt, ruling that the documents were not in Verona's handwriting.

Verona also denied having a management role in preparing for the JCCI contract or possessing knowledge of his project duties according to Armet's written operating procedures. This raises a question of the law on whether Verona would have been prosecuted, and I exonerated, if the notebook and documents were proffered. Even at this late date, can Verona still face criminal charges of perjury, or would the following disclosure be needed?

On June 10, 2022, after receiving the courier package from Gentry Locke, I conducted an online web search for Scott Verona. I found Scott Verona's pages on LinkedIn and read that he confirmed his duties at Armet, which he denied during my trial (See below). Similarly, during the trial and in his FBI statement he claimed to have resigned from Armet in June 2006, just two months after the first JCCI Gurkha award. However, on LinkedIn, he confirmed his responsibilities and senior management role for all Armet's "government contracts" and indicated that he was employed by Armet until January 2007.

When searching the Armet USA computer server for Verona's files, the pantry was empty. Everything had been deleted, including his years of Armet's email correspondence, except for a remarkable letter of reference issued by Frank Skinner to Verona dated 4 August 2006. The letter contained unsupported and undescribed allegations of "corporate misgovernance". See (Scott letter)

What is even more maddening about my ineffective defense at trial was the debacle with Verona during his testimony and cross-examination. In my lawyers' possession, but unused by them, were Verona's emails to me and copies to Skinner dated August 23, 2006 (Add A Tab 51) a date following, as he claimed in testimony, was his supposed resignation. The email and his thread email of August 31, 2006, where Verona copies us with the ballistic test certificates from the US Army at Aberdeen and documents from the supplier Olympic Steel where Verona makes hand-written notations for each piece of steel going into the JCCI Gurkha vehicles. Verona and the prosecution denied that Verona was responsible for the testing of armor plates or even worked at Armet during this period. There are other tabs available from (Add A 43) through to Tab 51. Note: This surely should have been the end of my prosecution?

In the "Scott Letter," Skinner acknowledges his frequent absences from Armet and asserts that Verona ran Armet unsupervised in his absence. His letter pertains to the same time when Skinner designated himself and Verona to arranging strategic materials as well as being overall in charge of delegating responsibilities to others to build the Gurkha vehicles for the JCCI contract. My lawyers were given the pertinent email which is recorded as a PDF on my cloud site.

On August 25, 2006, Skinner and Verona orchestrated a "miscommunication" while supposedly engaged in organising and purchasing consumables, strategic material supplies, and assembling the materials into JCCI Gurkha vehicles. Having orchestrated the resignation of most of Armet USA's employees, claiming to employees it was due to the pending non-payment of salaries, and finding them employment with Front Line Communications, another Largo-based vehicle assembler, Armet was doomed. The reader can delve into Skinner's lies about the situation in Verona and Skinner's **sub-files**, which provide a deeper understanding of the chaotic situation they caused. It must be presumed that this event aimed to undermine and divide the Armet spoils while Skinner diverted corporate, and employees pay and other finances and was already engaged in activities related to the FBI's covert investigations. Following our employees' resignations, one non-believer in Skinner called me to complain and when challenged, the excuse from Skinner was of a miscommunication.

The term "loud quitting" is often used when employees take actions that directly harm the organisation, undercutting its goals and opposing its leaders. In the case of Verona and Skinner, orchestrating the quitting of most of the US based manufacturing staff appears to have been a means to obtain the same end, but instead, it became something even more sinister, a clandestine operation. I give the FBI the benefit of the doubt; this event was unlikely to have been brought to the attention of FBI and DCIS investigators by Verona or Skinner. Although I made mention of the charade and Skinner's theft of funds during testimony during my trial, as usual, my defense lawyers ignored the plot.



10/06/2022, 10:12

(10) Scott Verona I UnkedIn



My Network

Jobs

Regional Sales Director JNI SmartGlass

Oct 2017 - Present· 4 yrs 9 mos Tampa/St. Petersburg, Florida Area Coordinate and manage JNI's sales activities in the Southeastern United States .. see more

GKN Land Systems 5 yrs 1 mo Woodridge, IL Sales Director, Americas - Construction, Mining & Military 2013 - 2017 4 yrs

Develop a team of Account Managers to increase cross-market selling of all GKN Land Systems products .. see more

Plant Sales Manager - GKN Woodridge, IL

2012 2013 **1** yr

Develop a team of Account Managers to increase cross-market selling of all GKN Land Systems products .. see more

Plant Sales Manager - GKN Woodridge, IL

2012 2013 **1** yr

- Assumed responsibility for the development of **a** SIOP (Sales, Inventory, Operations, Planning) tool considered for roll out at three facilities after two predecessors were unable to achieve desired results
- Guided and supported a team of Account Managers with a total sales responsibility in excess of \$70m USD
- Actively participated in Facility Management Team: contributed to annual strategy planning and

continuous improvement planning sessions and led Sales Team to plan for and develop a robust contract review process

GKN Aerospace Transparency Systems, Inc.

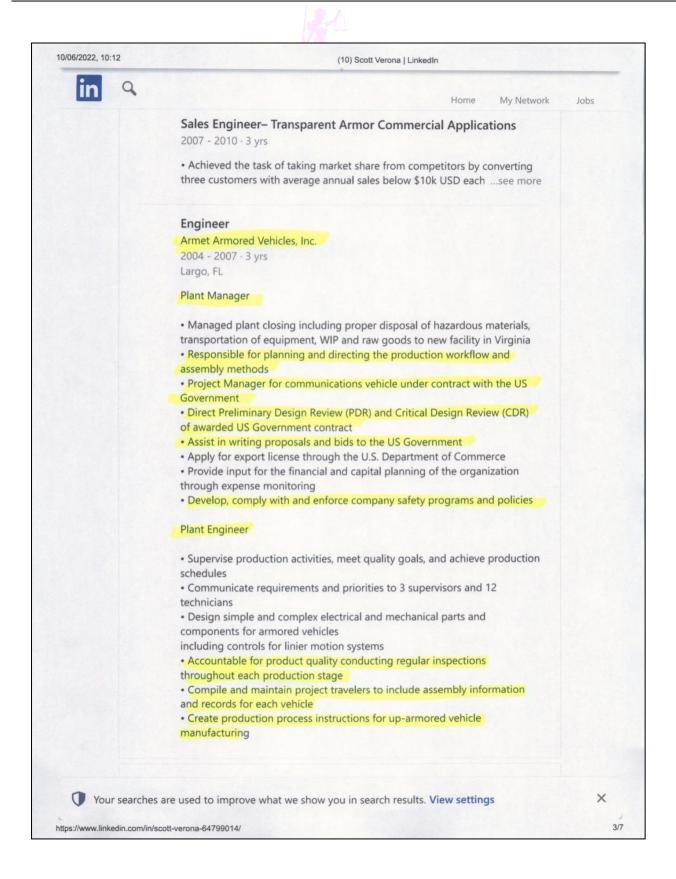
5 yrs 1 mo Garden Grove, CA

Sales Engineer - Transparent Armor Military and Commercial Applications 2010 2012 • 2 yrs

- Presented product capabilities to customers, engineers and US Government personnel including product demonstrations
- Executed company exhibitions at trade events; including developing printed material, product displays and event staffing
- C) Your searches are used to improve what we show you in search results. View settings

https://INww.llnkedin.com/in/scott-verona-64799014/

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Returning to the matter of the civil False Claims Act allegations and the civil trial in 2015, I had exceptional representation from several Roanoke lawyers at Woods Rogers with one exception.

In December 2013, a criminal defense lawyer, Thomas Cullen, was hired at Woods Rogers. It was proposed by one of the firm's lawyers, Mark D. Loftis who was the lead in representing me in my FCA civil trial that Cullen be engaged for my and Armet's pending criminal trial to replace another lawyer I had engaged. I was easily convinced to do so. Cullen subsequently attended in Canada to represent me at a deposition for the civil False Claims Act (FCA) case. All in all, I was impressed with him, especially as Cullen became very knowledgeable about our case, even travelling later to Canada to examine the construction and assembly of a similar Gurkha armoured vehicle to that of the Joint Contracting Command in Iraq (JCCI).

On April 23, 2016, eighteen months later, after the defendant's FCA civil trial (Armet-Whyte), and in anticipation of my extradition from Canada, I contacted Cullen by email, informing him that Greenspan had told me to expect to be in the US within six weeks. I confirmed our agreement that I was to be defended by Cullen, Patice Holland and Paul Beers at a fixed price. Later the same day, Cullen responded and confirmed that we previously had a fixed-flat-fee engagement in the late summer of 2015, but he wanted to reassess that based on developments, current workload and his firms revised rate structure. As related elsewhere, being concerned I followed up with a phone call and there was an alarming conversation about his huge increase in fixed fees, nearly double. Being livid at this new development, I furiously explained my opinion about being taken advantage of and was clear about his lack of ethics and not working with him again and accordingly, unwisely threatened a Virginia Bar complaint.

I did not need Cullen's representation in my civil FCA Qui Tam case; I already had two exceptional lawyers to represent me. The offer at the outset from my lawyer Mark Loftis of Woods Rogers to bring Cullen, a criminal trial defense lawyer on-board, this was to prepare him for my anticipated criminal trial. As will be observed below, Cullen proved to be an unnecessary over \$400.00 per hour mouth to feed over the preceding year since his engagement.

On April 26, 2016, Cullen wrote me an email and suggested that I would be better served by Tom Bondurant of Gentry Locke. He advised me to check Bondurant with his investigator, former FBI agent, Richard Ress. I did so and asked for his opinion. Despite my misgivings, and not knowing

of other lawyers in Virginia, I decided to hire the Gentry Locke lawyers. **See: WOODS ROGERS** (Cullen Tab-1) (Cullen Tab-2) (Cullen Tab-3).

The culmination of my argument with Cullen was eased at the time by his suggestion that the defendants, Armet and I, were better represented by Gentry Locke and his former colleague, Thomas Bondurant. Cullen said he would talk to and likely have Bondurant accept the original price quoted by Cullen. Both had a strong connection; Bondurant had been Cullen's supervisor when they worked together as prosecutors at the Federal Attorney's Office for the Western District of Virginia. Not knowing any better, I was still trapped in the vortex of an ever-expanding Virginia twister, a commonwealth recognized by Appalachians as a distinct state where anything is possible.

Five months after my extradition from Canada and incarceration in Roanoke, I remained suspicious about Cullen's motives. What I now suspect, having observed the conduct of my group of lawyers, based on gleeful information supplied by Bondurant, is that in late 2016, while I was first incarcerated in the Roanoke County jail awaiting trial, Cullen already had the nod and anticipated becoming the next US Attorney for the Western District of Virginia.

With the anticipated appointment, was it possible that Cullen needed to distance himself from me and, in doing so, take away my case knowledge by simply asserting that his firm, Woods Rogers, had doubled my fees? Accordingly, was Cullen manipulating me and anticipating a squabble that would conveniently demolish our engagement relationship?

I certainly have the experience of cause and effect to see through Cullen's form of ethics. As my lawyer, I initially saw Cullen as believable and effective. As to his character, though, Judge Thomas T. Cullen, now a federal judge, appointed by Donald Trump, presides over the same jurisdiction where he started his career, Roanoke and Danville, in the Commonwealth of Virginia. If other judges, including those at the Supreme Court, share his type of ethics, he only confirms that citizens of the United States live in conditions of dire judicial straits.

Cullen's devious practices in my cases started from the outset of our relationship when he joined Woods Rogers. It was he in our first discussion that immediately convinced me to abandon my previous criminal lawyer, John Lichtenstein, by asserting that Lichtenstein did not have the necessary skills for criminal representation in my and Armet's case. After Cullen persuaded

me that the knowledge, he had gained in the civil case would transfer over to the criminal case; his comment seemed to have merit.

This was especially true when, for the same fixed fees in late summer 2015, he committed to hiring a pit bull as co-counsel for the criminal trial to terrify the prosecution, Paul Beers Esq., another Roanoke lawyer. In due course, Cullen paid off Lichtenstein and, a year or so later, dumped me and the pit bull and passed the torch to two of his friends, the other two deceivers at Gentry Locke, Bondurant, and Lugar. In my opinion the three characters proved their worth to the prosecution and its prosecutorial alumni. (see 5c – BAR COMPLAINT).

With the foregoing reviewed, it is easier for the reader to tackle the following for an understanding of the why and how of my unwarranted conviction and the part my US criminal defense lawyers and other actors played in my conviction, which has now led to Wikifactum's Truth in Justice Project:

The Gurkha armored carapace body with chassis integration became a new and unique armoured vehicle in 2006, when US troops were so unprepared and unprotected for operations in the Iraq war zone leading them to self-armor their HMWVVs (HUMMERs). A period when Frank Patterson Skinner, the president and chief operating officer of Armet Armored Vehicles, Inc., initiated allegations against Armet and me. Skinner was not a shareholder of Armet but, partly due to his connections, he was responsible for securing the award of the contract for Armet to supply Gurkha armoured vehicles to the Multinational JCCI forces in Iraq.



JCCI GURKHA 1 & 2

In April 2006, the JCCI awarded Armet's US-based company two contracts to manufacture 32 Gurkha armoured vehicles for use by Iraqi police special forces. Armet's performance of the contracts under its president, Frank Skinner, was plagued by problems due to his plot to defraud me and Armet, his mismanagement of the business, and a nefarious controlling role by FBI and DCIS agents advising Skinner and his co-conspirators. Accordingly, on **July 19, 2012**, Armet Armored Vehicles, Inc., and I as its owner, was indicted in Danville, Virginia, for fraud.

On **October 16, 2012**, the next step of the scheme took place. Frank Patterson Skinner, as the plaintiff/relater for the United States government, filed an action against Armet Armored Vehicles, Inc., and me pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C., etc. In these *qui tam* whistle-blower cases, the relater - in our case, Skinner – expects to receive up to 40% of the funds the US government wins. In some cases, the relater can receive millions of dollars for their work.

On **June 4, 2015**, the jury found the defendants, Armet Armored Vehicles, Inc., and William R. Whyte, **not guilty** under the *qui tam* provisions of the False Claims Act, 31 U.S.C. (**see 4a – FALSE CLAIMS ACT – SAUL EWING – VERDICT**).

I witnessed Frank Skinner's greed first-hand, after a failed counterintelligence sting. He manipulated the prosecution to launch a malicious campaign against me. The fact that the prosecution manipulated the **FCA** civil case is confirmed not only in Frank Skinner's email to Prosecutor Heather Carlton on **October 27, 2017**, where Skinner states that at the FBI's request,

he had also searched for evidence in the case, and the government refused to intervene in the civil case so that they could "evaluate Whyte's defense for use in the criminal trial".

Skinner's attempt to entice investigators meant that his role in the events as he originally claimed in the FCA case and grand jury was not accepted later by prosecutor Heather Carlton. He confirmed this in his letter to her. He repeated, "You said if you had been the original prosecutor, I would have charged you". This was the same sentiment as that of the jury in our FCA civil trial – after they found Armet and me not guilty, they were polled by my lawyer Mark Loftis, and they described Skinner as "not believable".

In a few instances, Heather Carlton, who claimed she had misplaced (hidden?) Skinner's letter from the court and defense attorneys until **4 December 4, 2017**, was left with egg on her face, but apparently not in the eyes of Judge Jackson L. Kiser. During my sentencing in 2018, when challenged by my lawyer about the letter, Carlton explained to the judge that she was busy and forgot to transmit the documents about her belief in Skinner's culpability to the court and defense. Dismissing my lawyer's comments about Carlton's cover-up, Judge Kiser acted as if it was not such a significant issue and proceeded to sentence me.

The prosecution, with the aid of the court, still needed a win against me. They had, air-freighted six Gurkha armored vehicles from Baghdad to Richmond Virginia for expert testing at a huge expense. They undoubtedly understood that otherwise, they would be left ridiculed and likely at risk of a substantial civil lawsuit, as unwisely, quite noisily, I had already given a reasonable figure of \$200 million.

Despite having shipped six Gurkhas from Iraq to Richmond, on the first morning of the trial, Thomas Bondurant enlightened me about an offer from the Justice Department via Heather Carlton: "Plead guilty to something," "forfeit the \$250,000.00 cash Bail Bond and you can go home today." I called both of my daughters over to Bondurant and asked him to repeat the offer. He did so, and I accepted the comments of both girls: "No way."

On the same morning of the criminal trial, Bondurant cautioned me that for my failure to accept the prosecutors' offer, I should know that the policy of the Justice Department would take effect: those who insist on a trial and are found guilty should expect a long jail time. The indictment said the penalty was seventy years! Nothing about the trial was what I expected; I was left stunned

upon conviction until I heard my daughters' anguished cries, and my trouser belt and tie were quickly removed by a US Marshal.

How else did the prosecution and others manipulate events? Their arsenal had dozens of prongs to use. Certainly, one tactic was burning up my money and leaving me financially naked prior to my criminal trial. My legal expenses included my extradition from Canada, my civil FCA deposition, and the cost of my FCA civil trial, which had already reached well over one-and-a-half million US dollars.

The prosecution received the defense documents used in the civil trial for free; they came at my expense for later use in the criminal trial, although they were of limited value and mostly exculpatory documentation, except when the prosecution was able to repeatedly use several of my documents out of context in the criminal trial.

It is patently obvious that the prosecution, the AUSAs, were calling the shots in the civil trial and arguably possibly involved in the many dozens of useless motions and depositions, all of which pushed up the costs for my defense at the civil trial and quickly vacuumed up my remaining funds with copious motions filed by the plaintiff's lawyers and responses from my civil lawyers, and somewhat stealthily taking away my funds I was keeping for the "main event", the actual criminal trial.

In the criminal case, my two Gentry Locke attorneys decided before my arraignment and without my permission that they needed two additional lawyers – John Thomas, a former US Marine major who had served with the JAG Corps, and Jenny DeGraw, along with a team of cameo lawyers – to advise my legal team. By the time my criminal trial was over, I had not only been financially drained but also observed that some of the "skinners" involved in the prosecution's malicious campaign included defense lawyers from Gentry Locke who were supposed to be representing me but were voluntarily or negligently involved in the prosecution's campaign.

Bondurant and Lugar first contacted my former lawyer, Thomas Cullen of Woods Rogers in January 2016. Gentry Lock should have promptly been in possession of the indictment's allegations and already had my exculpatory evidence in the exemplary case preparation by Woods Rogers. However, they didn't have it, not until I asked them where the FCA civil information, the allegations, trial transcripts and the favorable decision by the FCA Jury held at Woods Rogers

were. This was just days before the trial in September 2017. The civil defense lawyers at Woods Rogers expressed shock when asked by me to provide the information at this late date.

At my arraignment in late September 2016, Bondurant and Lugar had requested a "speedy trial," which broadly mandates that criminal cases go to trial promptly. This exists for the benefit of the defendant and the prosecution, according to United States v. Gambino, citing that "The public is the loser when a criminal trial is not prosecuted expeditiously, as suggested by the aphorism, 'Justice delayed is Justice denied'." My trial date was set for May 2017.

Several weeks before my release from Roanoke jail on bond on January 23, 2017, my two Gentry Locke lawyers arrived and engaged in an argumentative discussion with me regarding the conduct of my Canadian private investigator Douglas Ransom. They claimed that he had embarrassed them in front of other Roanoke lawyers. They expressed their annoyance that I might be considering terminating their services, which I acknowledged was partly true. They stated that they had already spent the previous four months examining my case based on the documents submitted by our Canadian investigator. Feeling bullied and still in close confinement, completely out of my comfort zone, I was now stuck with them and payment.

In preparation for my release, my lawyers informed me that they were "setting up a war room" at Gentry Locke, and I would need to **work daily** with Justin Lugar in case preparation for my trial now scheduled for May 2017.

On February 9, 2017, my daughter Alexandra Whyte, a recent law graduate from the University of Leicester in England, was retained by Gentry Locke to work "under their direction and report directly to them." She was also instructed in her engagement letter to prepare information exclusively for the use of Gentry Locke based on the inspection of any records or documents including information obtained from corporate records;". See (5a GENTRY LOCKE – LAWYERS)

As per Lugar's advice, Alexandra and I attended Gentry Locke daily for about six weeks, but we never worked in a special war room, and Lugar rarely visited us for more than a few minutes. Bondurant's presence was even less frequent and just as brief. In April Justin Lugar told me it was not necessary for us to attend daily at their offices, but instead drop off an updated memory stick to their secretary every ten days. At no point were Alexandra's documents or analyses stored on her external memory stick directly reviewed by her or me with either Lugar or Bondurant!

Sometime between January and March 2017, my lawyers said they needed to extend the trial date again as they had a very large case to defend against the US Postal Service. Accordingly, they would work on my case preparation at the same time. They did not ask for my opinion simply telling me that they were going to adjourn my trial date. As for a "speedy trial," nowhere does it say that a delay caused by defense lawyers taking a more fruitful defense case is grounds for a delay to my right to a speedy trial! My trial date was arbitrarily reset to September 2017.

My defense lawyers already had the record of the case filed for my extradition from Canada. They received it in September 2016, at the same time they were given the first Investigative Report prepared by a private investigator engaged in Toronto by my Canadian lawyer Greenspan. The investigator, a former member of the Toronto Police Force, examined some of the trove of exculpatory documents in our possession in Canada and had already prepared answers to each allegation in the indictment as well as revealing a trickle of the copious exculpatory documents that buttressed my defense.

Bondurant and Lugar abandoned my case preparations right up to my trial, never working with me to review my case. They initiated and responded to prosecution motions, but without my consent, they abandoned my case preparations and instead offered a hasty and absurd defense at my trial that likely took only hours, not days or weeks, to prepare. My lawyers simply claimed that Armet was contractually engaged by the JCCI in Iraq rather than the US government which actually paid for the equipment. Armet had signed the DOD prepared contract along with a representative of the US DOD and it identified the source of payment as being from US funds even with a US address.

This flawed hypothesis was initially proposed by John Thomas, but during a coincidental encounter in the reception area at Gentry Locke two weeks before the trial, he informed me that he was no longer part of the team. I was pleased he was gone. I immediately entered a boardroom meeting with my three remaining lawyers and broached the subject of meeting Thomas in the reception area and repeated my dislike of Thomas' concept of a defense. I don't recall hearing any comments about his departure; instead, I immediately went into the subject and their agreement of issuing subpoenas for Skinner and his wife and son, Stephen, but at trial I learned the subpoenas were never issued.

Jenny McGraw, another member of the defense team, had a small role in the trial, but she did listen to me carefully one evening before the trial while making notes about the facts she was to pose to one of the government's witnesses. She said nothing about the new "hypotheses", and always acted professionally even though she was another member of the prosecutorial alumni.

As evidenced by the civil trial transcripts, and the defense disclosure in the criminal trial with its dump of documents, the prosecution was aware or should have been aware of Armet's standard operating policies and procedures (AIPs & AOPs). However, shockingly these documents in a binder were only directly tendered by Lugar to the prosecutors without time for his own review and given by him to them the night before trial. The procedures clearly identified Skinner and Verona by their positions in the company as responsible for the JCCI Gurkha contracts, as they were for all of Armet USA's contracts. Their duties included approving the JCCI Gurkha drawings and the preparation of Verona's JCCI build book. Verona's duty was also to compare and ensure the Gurkha construction met the JCCI's statement of work (SOW). Engineer Verona never created the build book he was responsible for. Instead, while Armet's employees in the USA and Canada did use a build book, they must have unknowingly used old information created by Mike Mihajlovic for the original 2005 build book of the KESTREL prototype, the only named manual still available today. Production units were renamed following contract signing as GURKHA; there were no Gurkha build books created by Verona for the JCCI contract.

To reiterate the comments I made above about the confusion caused by my lawyers overwhelming the prosecution with documents, although Lugar thought it was funny. Lugar knew he was "gaming" the legal requirement, by delaying and then dumping the 200,000 defense documents for my trial in their laps. My lawyers' failure to even consider Armet's operating procedures and design change authorizations (AIP-AOP-DMR) hurt me and not the prosecution. The prosecution claimed that it was only me who could affect design changes which was untrue; we had Design Modification Request procedures. The prosecution's assertion was typical of the opportunities my lawyers lost due to their clear lack of knowledge or interest in properly preparing my case for a trial based on facts. See. **(89 – AIP & AOP PROCEDURES)**

To say that there is something fundamentally wrong with the whole picture of my defense is an understatement, and it has been exacerbated by the fact that the decision of the United States Court of Appeals for the Fourth Circuit file #18-4123 has been "published." It affirmed my conviction, despite my earlier acquittal in the False Claims Act case. Any businessman confronted

with a similar situation to mine will now almost certainly plead guilty, even if he has the financial resources I had at the outset of my legal problems.

My conviction was a huge win for the government against the people of the United States and anyone doing business in the United States or anywhere its long tentacles extend.

In retrospect, the only positive aspect of my FCA civil trial was a finding of not guilty and a paltry, uncollectable \$9,000 judgment award against Frank Skinner by Judge Jackson L. Kiser for photocopied documents I provided to my accuser.

I obtained fascinating and valuable information from my Woods Rogers lawyer, Mark Loftis. In paragraph four of his letter dated May 12, 2015; he expressed frustration about Judge Kiser's conduct when quoting untrue facts during the trial and misstating the term "government knowledge". He describes the judge's opinion that "it only matters where the government is working with the contractor to remedy problems and tells the contractor to submit invoices anyway". In my case Kiser ruled that the defense was inapplicable, yet the judge was aware that Lt. Commander Tommy Neville and Captain Kevin Baylis of the JCCI had requested Armet to undertake its required modifications in Baghdad. During or following modifications payment had been requested by Armet, and several payments were willingly made by the government (see: Add A Tab 35). An appeal of Judge Kiser' decision was not on the cards, as we had won a favorable acquittal by the jury, but only an unfair paltry grant of costs from a biased Judge.

Compounding Judge Kiser's error about "government knowledge" was an event that played out in early February 2017. My daughter Alexandra and I were working together in a small meeting room at Gentry Locke reviewing files and witness statements as well as revisiting Canadian files in the firm's possession. On one such occasion Justin Lugar invited us to see his office, the firm's boardroom, and his team's working area.

In his office, Lugar had an antique clerk's stand-up wooden desk. On top was a computer monitor, with a computer below. Open on the screen were files with the discoveries provided by the prosecution. I began to scroll through the computer and look over interesting files. One that I brought to Lugar's attention was a memo from the US Attorney of the Western District of Virginia, Timothy J. Heaphy, as he was then.

Heaphy's memo was sent to investigators in my case. He was scheming serious entrapment, likely illegal in most countries, certainly in Canada, when advising them that they should covertly induce

me to supply a greater number of armoured vehicles with payments to boost the charges or counts against the defendants. Lugar was immediately excited. It boosted the series of stings I had told him about, but afterwards he dropped the matter, never to revisit it again with me. If I could, I would still be screaming directly at Heaphy. Even more insidious, his memo was sent before Armet had delivered Gurkha vehicles to our client in Iraq or been paid!

I also provided the Woods Rogers' correspondence about the key elements, of "government knowledge", and attachments to our Bondurant and Lugar. Another defense position not explored for the promised but nonexistent trial preparation right up to the evening before my trial.

Other revealing elements of the civil trial that confirm government knowledge were the nefarious stings that were orchestrated by Frank Skinner (president and whistle blower) at the behest of the FBI and DCIS. As identified in the District Court FCA exhibit and witness list (**Document 160**), the FBI and DCIS special agents provided Skinner with three FBI reports, but he did not need second-hand information about the inadequacy of the roof and lock armour in Armet's JCCI's

Gurkha vehicles. Clearly, the issue of "government knowledge" about deficiencies and continuing payment and the despicable memo from Timothy J. Heaphy should have been pursued in the criminal trial. (See **Loftis May 12, 2015 – Loftis May 28, 2015**).

I do not defend the shameful lack of armour integrity. Within Wikifactum's trove of documents is straightforward evidence about who was directly responsible for the lack of armour.

As the CEO of Armet, I was **unquestionably responsible** for my employee's conduct which is an indisputable fact. Both the jury in the civil trial and the jury in the criminal trial were left to determine who was responsible for deliberately altering CAD drawings and the consequential missing files, leading to the missing armour. However, in the criminal trial they never had that opportunity as Skinner, my accuser and the person responsible was conveniently absent from my trial.

There was much more, though. I knew that Skinner had two sons, one of whom had genetic disorders – Down's syndrome and Proteus syndrome – that necessitated regular appointments at the Walter Reid Army Hospital in Washington, DC. This was a consideration for my helping Skinner's family by relocating Armet's business to Danville, Virginia.

What Skinner didn't tell me was that it was his elder son, a supposedly exceptional CAD engineer according to Skinner who was never described by his father as having mental or physical disabilities. Yet Skinner gave Stephen the job of altering CAD drawings and, accordingly, the list of strategic armor material schedules without telling me or my engineers in Canada that corrections were being made by his son with disabilities. The reader should examine the following files and ask how that could happen. With this fiasco, it just beggars' belief that the FBI and the prosecutors did not already know about Stephen's role. Did they not question Frank Skinner or Verona about this situation even when it was brought up by my lawyers in the FCA civil trial? What is more astounding is that it was not brought up by my criminal lawyers for my defense and they did not even subpoena Skinner or his wife and son Stephen. See sub-files. (24. SCOTT VERONA) (15. FRANK SKINNER) (37. STEPHEN SKINNER).

I faced serious challenges during the criminal trial, with my angry courtroom impertinence being one of them. The prosecutor's team had joined the case exhibiting great flair but often used dishonest prosecutorial skills, including manipulation of the local media, particularly a reporter for the *Danville Bee*, the local newspaper of the tiny city and its environs with a population of forty thousand in 2017 and a minuscule jury pool.

The *Danville Bee* reporter was seldom in court for the trial, but the paper was clearly biased; it was the biggest show in town and along with the local TV news channel, they only reported events alleged by the prosecution. On the days when the paper's reporter was in court, she cozily went off arm-in-arm with prosecutor Heather Carlton for lunch breaks.

As previously mentioned my original criminal trial date for early May 2017 was changed to accommodate Gentry Locke and moved to late September 2017. Accordingly, the back-and-forth exchange of motions between the defense and prosecution over this extended trial date rapidly helped deplete my pre-paid Gentry Locke legal fund. The fund which was set aside for legal fees incurred during my trial preparation, witnesses and trial was so depleted by my attorneys before the trial that shortcuts were made. It can easily be argued that I was defended solely by experienced former members of the collegial prosecutorial attorney set who must have known this would happen.

After all, Bondurant had set the fixed price for our representation following advice from Thomas Cullen as to what he was to charge if still engaged without his increase. Cullen had two years of experience in the defendants' case, while Bondurant and Lugar were not only starting afresh, but that is also where they remained – they only contacted Woods Rogers for the civil trial transcripts and other information just days before my criminal trial.

At the end of my trial, there was, as there is in 98% of all U.S Federal criminal trials, the usual conviction, ensuring job security for a host of players, and just like in a Hollywood movie, the "good guys", the Gentry Locke lawyers, knowing they were rapidly spending money with endless Motions, became cautious by restricting cash outlays for defense witnesses and other necessary obligations, while the "bad guy", me, a businessman, was hung out to dry, incarcerated, and relatively flat broke. Lugar, on the other hand, did well; he went to work for the US Attorney's Office for the Western District of Virginia, where he became in charge of FCA investigations and prosecutions. Talk about racketeering!

In Wikifactum, I needed to start my narrative at the beginning, before my two trials to determine what would likely work for me to achieve my goal of justice. I returned to the fundamentals of my trials and tribulations over the years to set my own starting point. Only then could I hope to help others who faced a comparable situation to which I will call out as, black handed whistle-blowers, bungling investigators, and a combination of prosecutorial and covert misconduct by defense lawyers.

While Wikifactum's Truth in Justice Project was my idea, I recognize the need to move on and engage experienced American project managers to operate Wikifactum: insightful people who have strong feelings about righting the wrongs perpetrated by officers of the judicial system, knowledge of American justice reform, the business acumen needed to operate Wikifactum and its Doing Time News service, and the internal investigative services of an ombudsman.

With all the methods and techniques available to a knowledgeable project manager, it is quite possible that, upon the project's handover to others, the fundamental principles of my project management style will soon be forgotten. However, that does not matter; I'm happy to move on, having done my best for American justice by naming the responsible parties in my case. The naming only satisfies a small part of my agenda.

The facilitators and perjurers at my trial escaped with a nod and the judge's thanks, but in time, there's karma, so who knows what will happen when Wikifactum takes hold? I have done my best at this juncture to even the score. I am holding the sanctimonious to account, and I want

the same energy I have put into creating Wikifactum to be used by others wrongly accused to keep pressure on society to balance the scales of justice.

In 2006, about six weeks after my April meeting with Skinner and our CEO in Largo and my threats of litigation, Skinner acknowledged to me that he had spoken about my Agent Orange situation to his friends at the FBI. Supposedly he was told to warn me that I should not undertake such litigation, or trouble would come my way.

Trouble did eventually come my way, rather quickly with the appearance of Special Agent Cody Monk of the FBI. Now confirmed by obvious attempted stings against me, but only discovered in 2012, following my indictment, Monk was with the FBI's counterintelligence unit, and according to Skinner and Monk, I was pursued for allegedly working for the Russian GRU (military intelligence). **See File (67 Monk Cody FBI)**.



Whyte and Doronin, along with Lenin, and other actors; unlikely GRU actors!



Russian Central Bank Governor and Whyte

Inspection and acceptance of Armet's 200 bank trucks.

The counterintelligence operations by the FBI were confirmed by my lawyers after they read the redacted human intelligence source documents gathered on me. My lawyers were authorized to read the classified source documents, as they had the required security clearance. However, it's easy to recognize that there was nothing to this so-called counterintelligence investigation, it was a ruse. If it were real, the Classified Information Procedures Act, or CIPA, would have required the case to proceed and be tried according to the time-consuming steps laid out in the Act. The CIPA ruse was no different from the indictment, just a series of cover-ups on the tracks.

According to defense attorney Thomas Bondurant, Judge Jackson L. Kiser, purportedly issued a "gag order" in chambers on the morning of the criminal trial commencement, prohibiting me and my counsel from discussing my Agent Orange contamination, my father, family health, strokes, prostate cancer, and any mention of the same allegations against me or my acquittal in the previous FCA civil trial with the identical allegations.

Another prohibition ostensibly issued by Judge Kiser to counsel was revealing to me anything about the (nonsensical) GRU counterintelligence investigation and the failed counterintelligence stings against me, clearly not forgetting the sting suggested by Timothy J. Heaphy. The question remains, what happened to Judge Kiser's confirming document of my Gag Order? (Note: A bit late in the game, but I now understand from the judge's remarks by reading about Donald

Trump's trial in South Florida for his document retention case. The judge in Trump's case, Aileen Cannon, repeatedly issues verbal orders that are issued in writing, and are recorded!) My trial transcripts make no mention of the subjects in the purported gag order. The only conclusion I can come to is that my defense lawyers misled me!

In the trial transcripts of my examination in chief and the prosecution's cross- examination, there was no mention of any of the foregoing subjects, which may corroborate the issuance of the gag order. Based on my Sixth Amendment right to a fair trial, I was short-changed once again.

The first FBI sting by Monk I was quickly aware of was when I was persuaded to contact and offer Armet's armoured vehicles to a person named Wolfgang Stihl, described by the FBI via Skinner as a so-called interdicted and proscribed person. I made contact but discovered shortly afterwards through the US Commerce Department listing that no such party existed on their interdicted list.

Another attempted sting involved smuggling a new type of ammunition out of Russia developed for assassins and transporting it back to Skinner for the FBI. I said I would do it on my next visit to Russia if I could. I did not like that idea at all, seriously sensing a second attempted entrapment but not knowing why. According to Skinner, the FBI had promised Armet direct access to the FBI purchasing department for my help. At trial, prosecutor Heather Carlton alleged to the jury that I had worked for the FBI. When I responded to Carlton, I was stopped by her after only stating, "That is not true". See: **(67.MONK CODY FBI)** See: **(TRIAL TRANSCRIPTS).**

As a foreign citizen I did not fully understand the definition of justice in the United States or the consequences of irritating various government agencies, especially by suggesting suing for compensation.

In the first prong of my two trials – the FCA civil trial – I hired the Roanoke firm of Woods Rogers. Unlike in my subsequent criminal trial, I saw at Woods Rogers the extent of the necessary case preparation it entailed. It involved exhaustive communication by phone and email. I was still in Canada on bail but eventually read about the cross-examination of the prosecution's star witness, Frank Skinner. Accordingly, the jury found me not guilty. Woods Rogers canvassed the jury and was advised that Skinner was not believable.

At my criminal trial, the prosecution admitted that Skinner would not be a witness for the prosecution, as his testimony could not be relied upon. There was much discussion between

Carlton and Bondurant about who had the responsibility of calling Skinner as either a prosecution or a defense witness, and a circus evolved in the courtroom about the failure and responsibility of calling him. The fact is that my attorneys misled me when undertaking at our meeting several weeks before trial to subpoena Skinner, his wife Susan, and his son Stephen; they never did. As observed during the trial, they changed from a defense based on facts to a cockamamie hypothesis that did not serve me, but it did serve the prosecution. This change from a defense based on facts is clearly why my lawyers never met me for the usual case preparation before a criminal trial and never had the need or intended to subpoena the Skinners. The reasons for the performing circus at my trial about Skinner's attendance I will leave for the reader to decide.

The Truth in Justice Project at Wikifactum is designed to expose the elements leading to any wrongful conviction. In my Wikifactum files, I have provided documentary evidence to show how my criminal trial was handicapped from the outset by Thomas Cullen and my selection of Roanoke's Gentry Locke as my criminal defense attorney. Selecting alternative attorneys in Roanoke or Danville was most difficult, as I needed attorneys who had security clearance in the United States because of the involvement of a counterintelligence operation against me. Attorney Thomas Bondurant had that clearance.

Readers are encouraged to focus on my arrival in the United States after my extradition. To determine what went wrong in my criminal trial, they need to start with the lawyers. What was the difference between Woods Rogers' lawyerly accomplishments and Gentry Locke's useless strategy and performance? What were the roles played by Gentry Locke's partners, Bondurant, and Justin Lugar, and what was the extent of their misconduct? Was theirs the norm for skilled attorneys, or was it unusual, even unprofessional? Consider the possibility that either one of them was a serious imbiber of alcohol. They were both partners in the firm, one junior and the other very senior. What was their professional employment background? Who were their legal friends and former colleagues involved in my trial? What were their successes or failures in their other cases? Did they have a more rewarding case that took precedence over my case? Check the Virginia bar complaint for that answer.

What did they do or not do in my case? What experiences or contacts did they have with the FBI or DCIS agents or prosecutors? Which attorney was a drinking partner with members of the prosecution? Had they worked together as prosecutors along with the same FBI and DCIS agents?

How did Bondurant obtain his US Classified clearance? What were the attorneys' roles in the rash distribution of my funds, and how did the dwindling funds facilitate my incarceration?

I believed I had sufficient evidence against my lawyers under the federal rules of Ineffective Assistance of Counsel. However, I could not file such an appeal, as it would have impeded a Treaty Transfer request to serve my sentence in Canada and was eventually even time barred. The only course available to me as retribution was to file a Virginia Bar complaint. But that shop rarely opens to complainers unless it is due to misconduct with client's funds! Their advice otherwise is, go and sue them!

The reader can review the **documented** conduct of my criminal defense team, particularly that of Justin Lugar, Esq., in my cloud vault by looking for the Virginia Bar complaint and its Appendix; see: **(5c. Bar Complaint)**.

From my experience it was obvious to me that a Virginia Bar complaint against Bondurant, Esq., was going to have zero chance, just like my Bar complaint against Lugar. Instead, I created a document that describes Bondurant's role in a little more detail, which is well worth a read **(Y'all Just Gotta Read This.)**. Soon victims will have long tentacles to reach out with our Wikifactum cloud site, and no longer have a need for a useless bar complaint. See (5a GENTRY LOCKE – LAWYERS)

As of my writing in 2023, Justin Lugar is an Assistant US Attorney and a member of the US Attorney's office for the Western District of Virginia. It is interesting to note that the then-US Attorney for the Western District of Virginia, Thomas Cullen, hired Lugar. Thomas Cullen was also mentioned in my bar complaint even though he was a federal district court judge.

According to the prosecutors and Judge Kiser, I should have been aware of what my employees were doing criminally or negligently as the CEO of Armet, the person in overall authority. The answer to that is that after twenty-five years in business I never considered deficiencies in our production of the JCI Gurkhas as a possibility. I had speculated that something ominous was underway, but I never had proof in 2006, 2008 or even early 2012 that an FBI sting was underway. I didn't know about it in the earlier times when Skinner still controlled Armet's US business and employees let alone knowing that Skinner was operating under the direction of the FBI.

Likewise, during the term of the JCCI contract, I was the CEO of Armet's manufacturing facilities in Canada, Malta, Morocco, India, and Australia, which necessitated a great deal of travel confirmed by entries in my Canadian and British passports. Again, an obvious defense was not brought up at trial by my defense attorneys, even though the prosecution had possession of the original passports.

I have access to thousands of documents related to my civil FCA case and my criminal indictment and trial. There is too much to include in this brief, but sufficient information is available for the reader in Wikifactum on the cloud or as notes included in my pending book. The reader is encouraged to help me by determining who they believe was responsible for shipping underarmoured vehicles to Iraq.

According to Wikifactum's watchdog, the ombudsman, there is sufficient relevant information available about both aspects of my trials and my story for the public to easily understand the nefarious events that led to the US government to indict me.

In my indictment, I was accused of **deliberately** manufacturing seven defective armoured vehicles and contractually promising others that were not delivered or paid for. By reading the trial transcripts, despite twenty-three counts, the reader can see for themselves that there is no mention in the trial of how I deliberately under- armoured seven vehicles to enrich myself with the total pittance of \$3,500, the cost of missing strategic materials and labour from six Gurkha armoured vehicles.

As the CEO, I was found guilty of providing under-armoured vehicles to the JCCI by my Danville jury over lunch – after just **one-and-a-half hours** of deliberation. This decision was based only on the absurd defense that JCCI was a division of the multinational forces, under contract with Armet Armored Vehicles, Inc., and paid for but only administered by the US DOD. But where in the trial transcripts was the necessary *mens rea* or even the *strict liability* proffered by the prosecution at my trial? Nowhere!

Clearly there was deficient armour on the Gurkha vehicles, enough to be dangerous to the occupants, although easily and quickly remedied in Iraq if the JCCI or the US DOD had advised Armet, as they had previously done, of newly discovered deficiencies before its investigation began.

The twenty-three counts against Armet Armored Vehicles, Inc. were withdrawn by the prosecution during the trial. The fact is that the whistle-blower (Frank Skinner) was the initial orchestrator of a scheme. He claimed in his testimony in the civil trial and before the grand jury that he and the FBI Special Agents knew that the vehicles had deficient armour before the vehicles left the North American factories and were shipped out to Iraq. **They knew that Armet had not invoiced or been paid for those vehicles**. They should have known that the defective Gurkhas could be put into active service in Iraq quickly, as they knew, just like the rest of the world, that the US was short of armoured transport vehicles in the war.

The plot was orchestrated but not well organized by Skinner, the US Attorney of the Western District of Virginia, Timothy J. Heaphy, or the DCIS-FBI's Special Agents. Armet's defective vehicles were shipped by air to Iraq and were offloaded and almost immediately put into service in a war zone, transporting US military personnel, Iraqi police trainees and employees of armed Private Military Contractors.

In late December 2006, before the arrival of the first two Gurkhas in Baghdad, I had arranged a servicing relationship with Skylink on the Baghdad International Airport property to address any deficiencies or warranty claims for the JCCI. Upon their arrival in Baghdad, weapon turrets were installed and noted deficiencies were quickly remedied at Skylink. The JCCI was aware of my arrival, as I had already met Skinner and Captain Baylis OIC of the police training unit. I confirmed for them that modifications had already been made to the two Gurkhas at the airport facility. See **(Skylink Tab 11)**

The following day, feeling well-protected in a Gurkha, I left the Baghdad airport perimeter without Skinner. He was off socializing with old friends and I was accompanied by Captain Baylis. We followed the other Gurkha unit down the sniper- and IED-prevalent Route Irish to Baghdad while transiting back to the user's base at Abu Ghraib. It was only in 2012 when looking over the 2006 photographs taken during our trip that I realized that the Gurkha we had traveled in had armour deficiencies already known to Skinner and at least one FBI agent. Skinner said nothing to us about the potential danger!



It was during our travel when I learned from Captain Baylis and the vehicle driver about the contract-deficient wheels on the trucks supplied by Skinner and Verona and the longer turrets required for the Russian PKM machine guns used by the end users. Replacement contract-compliant wheels were purchased in Canada, and free-of-charge extended turrets for the vehicles were all shipped quickly from Canada to Baghdad. The criminal charges for the deficient wheels and turrets still stood – yet they remained uninstalled by the JCCI in a Baghdad warehouse. Despite our free replacements being shipped to Iraq I was still vilified in the Canadian press and worse, convicted on those counts in Virginia. **See (94 – SKYLINK)**.

While the FBI and the DCIS were controlling Skinner, he was responsible, along with Verona, for Armet USA armouring and shipping two additional armored gun trucks with the same Gurkha Ford F550 chassis, from Largo to Afghanistan for use by the US Army Corps of Engineers. Based on the documented testimony to the grand jury and in the civil trial, Skinner and the FBI were aware that armour deficiencies were present in all the tactical vehicles shipped overseas to the **two** war zones.

The difference in the Afghanistan armored vehicle shipment was that I had become aware of deficiencies from the US Army Engineers and instructed Skinner and Verona to travel to Kabul to fix them, but they refused. Accordingly, Armet's Canadian consulting engineer, Mike Mihajlovic and I travelled to Kabul to arrange the repairs and remedy deficiencies. I returned to Canada, and Mihajlovic stayed in Kabul for ten days to oversee the remedial materials and workmanship. The remedial service was subsequently provided to the satisfaction of the local US DOD and

USACE inspectors. See: **Sub-file (#114 – KBR-KJAER-USACE) Sub-file (#70 Mihajlovic Mike)** See: **(Trial transcripts)**

After leaving Afghanistan, Mihajlovic travelled to Dubai with the intention of continuing to Baghdad. A flight to Baghdad was arranged but Mihajlovic was stranded in Dubai for a week while waiting for an entry permit. Unaware of the ongoing investigation and the new developments, I repeatedly contacted the JCCI contracting officer at the US Embassy in Baghdad to request permission for Mihajlovic to enter Baghdad Airport to work with Skylink and travel into the Green Zone to visit the JCCI contracting officer at the US Embassy. However, I only received excuses in response. Eventually Mihajlovic returned to Canada. The replacement Gurkha parts that were sent to Baghdad for the JCCI remained in the Skylink warehouse. See: (Skylink Tab 26)

In my cross-examination, I remembered the supposed gag order of Judge Kiser. I mentioned Skinner and the comparable situations of vehicle deficiencies in Afghanistan and Iraq in passing, without providing any real details about responsibility, and the responsibility of Armet USA and the Afghanistan resolution with Mihajlovic. I deliberately slipped this prohibited mention into questioning, but it was quickly refuted by Carlton as me always blaming Skinner. The fact that my lawyers missed the tiny opportunity to mention the events in Afghanistan or Iraq in my reexamination is because my attorneys' charade was well underway. Mihajlovic was served a subpoena by my lawyers, and then attorney Lugar subsequently lied to Mihajlovic just days before the trial stating that I said Mihajlovic was not needed.

At my sentencing at the Danville Courthouse some six months following my trial, I threatened Lugar that if Mihajlovic was not presented to give an outline to Judge Kiser of what had happened in Kabul and Baghdad and Lugar's manipulation of Mihajlovic's subpoena, I would fire Lugar right in front of the judge. Mihajlovic was indeed called to the witness stand and was somewhat examined by Lugar, who did not pose any of the pertinent questions I wanted about the subpoena or anything of real value about our findings during my visit to Afghanistan. Yes, he had fooled me again! The prosecutor's only question to Mihajlovic was, "You weren't present when the JCCI Gurkhas were built, were you?" He truthfully responded, "Not all the time." Kiser then asked for "re-examination"; Lugar responded, "Not at this time, Your Honour!"

Following sentencing, I was quickly locked up in a courthouse cell; Lugar arrived and gave his apologies to me and offered a free appeal. In return I offered my soldierly opinion of him

LOCK APPEAL) (Document 70)

and his free advice. He later resigned his position at Gentry Locke before an appeal could happen and moved on, well rewarded as a department head, appointed by the same Thomas Cullen, to the offices of the US Attorney for the Western District of Virginia!

Gentry Locke Attorneys at Law and their managing partner, Monica Monday, provided me with free representation at the Court of Appeal. I wrote to Monday and expressed my views about Lugar and Bondurant. Monica Monday's decision to provide herself as free legal counsel speaks volumes about the firm's faith in Bondurant and the now departed Lugar, who had moved over to new offices for the US Attorney for the Western District of Virginia. Monica Monday was an outstanding and generous advocate for me, but the die was already cast at the United States Court of Appeals for the Fourth Circuit, a lost cause before she started.

The appeal strategy is always constrained by established court procedure which is tightly limited. Appeals are based on testimony given; not exculpatory evidence hidden. My appeal did claim errors (not misconduct, of course) by Judge Kiser; a mountain of prosecutorial misconduct including the Skinner correspondence saga; the prosecution calling Justin Lugar a liar, with which I wholeheartedly agree; and the common law doctrine of collateral estoppels (double jeopardy by having two trials), but nothing about the type of representation that I had from these two characters, Bondurant and Lugar, nothing about their diabolical change of strategy, nothing about the relationships of defense lawyers to prosecutors or investigators. Nothing useful, except staying within the strategy of claiming Armet did not have a contract with the US government.

When the government **approved** my prosecution in the FCA civil case by Skinner, it gained unfettered access to defense materials to "evaluate my defense for use in the criminal trial," and then claimed it was not a party involved in the FCA civil trial. Many readers will see this as legal sharp practice, which broadly refers to actions taken by someone that pushes the boundaries of rules or standards. In some jurisdictions of law, sharp practices are actions by lawyers which go against the accepted standards of judicial practice and prosecutorial conduct, but were commonly licensed before the Danville court, the norm in my case. Those alleged but grossly limited occurrences of misconduct were put forward by my appeal lawyers for consideration by the judges of the Fourth Circuit Court of Appeal but were not seen as breaking an actual law and therefore allowable, just part of the freewheeling prosecutorial game. See: **(5b GENTRY**)

Returning to the trial, when I addressed Carlton and emphasized "Madam" as a double entendre without the usual American courtesy of "ma'am", or when debating her, whenever she inadvertently gave me the opportunity to expand on her questions, I caused Judge Kiser to strictly caution me at times as I went out of my way to be argumentative. It could be said that the juries of small-town Danville didn't appreciate foreigners like me acting like backroom lawyers. It can also be said that my combative conduct when giving testimony went against me; "c'est la vie" would have been my politest response at the time.

Towards the end of the prosecution's case and the cross-examination of the prosecution's witnesses by my lawyers, it became apparent they were repeatedly asserting and badgering the witnesses to admit that Armet never had a contract with the DOD but only with the Joint Contracting Command Iraq, it was clear my lawyers had abandoned my representation based on the facts of the case. That evening, I assertively told a now defensive Bondurant that I was forced to defend myself. I heard the usual excuses and told him that his and Lugar's defense was useless and had violated their commitment to provide a fact-based defense. With no supporting witness testimony and Lugar's false claims about defense witness subpoenas, I intended to testify the following day. Bondurant made more excuses asking me not to embarrass him. Feeling alone and now obligated to challenge the prosecution's lies, I decided to confront my defense team with threats of allegations to Judge Kiser about the subpoenas. I believed I could rectify my lawyers' mistakes; I was frustrated with everyone at my trial and in hindsight, realize I should have handled the situation differently. It was too late to clean up their errors and I was not skilled enough to confront Bondurant. Looking back I should have controlled my emotions better and terminated both of them when I had the opportunity!

Questions about lack of protection in the JCCI Gurkha vehicles' have been resolved, it was obviously true! It is now up to the reader to determine who was responsible for under-armouring the seven vehicles shipped to Iraq, whether through greed, negligence, or malice.

The whistle-blower Frank Patterson Skinner was not only the president and chief operating officer of Armet Armored Vehicles, Inc., but also the "Empowered Official". According to US government regulations, Empowered Officials must be US citizens, and only they can export controlled goods, which the Gurkha vehicles were.

I was not a US citizen so I could never apply for export permits. The individual party exporting must certify on export permits that there was no breach of statutory rules and regulations. And yet, according to Skinner's grand jury testimony, his FCA deposition, and the civil trial transcripts, he always took his instructions from the FBI and in this case, it was to export armoured vehicles to a war zone with deficiencies already known to him and them!

AUSA prosecutor Heather Carlton's goal in concluding the trial was to squarely place the "fraudulent scheme" on me. More remarkably, she even asserted on closing that the FBI's "confidential informants were obviously co-conspirators with me". If that were true, where did the FBI fit into the so-called scheme? Skinner claimed in various documents that it was he who investigated the case against me. Yet the criminal trial was undertaken **without** Skinner being subpoenaed by my lawyers or called to testify by the prosecution. Unlike any other criminal case I am aware of I was unable to face my accuser or even the two FBI special agents overseeing the case; they were absent.

Reverting to the start of the trial on 25 September 2017, just before the first entry of the jurors into court, Madam Heather Carlton reiterated a poison pill about me to Judge Kiser just as she had done on 14 December 2016, at my bail application the previous year, before the magistrate judge. She repeated her claim that I was a "well-known Canadian bank robber". Judge Kiser smiled – the magistrate judge who granted my bail was under Kiser's dominion and had heard that allegation the year before at my bail hearing— and Kiser only called for the court security officer to bring in the jury.

The reality is that at my bail application back in 2016, my defense lawyer Thomas Bondurant, in view of the allegation made by prosecutor Madam Carlton less than an hour earlier, cross-examined investigator DCIS Agent John Shoeneweis about any actual knowledge he had of my involvement in a Canadian robbery.

Shoeneweis responded that there was none, except for his conversation with a Canadian RCMP officer who had said I was a person of interest. In anticipation of the shabby story coming to the attention of the jury by the prosecution, on June 2, 2017, four months before my trial and following a freedom of information request by my wife, I received a letter from **York Regional Police** – the investigators in the robbery case – confirming they had no records showing any information about my involvement in that or any other robbery. My US attorneys had the Police

letter but did not bring the rebuttal to Judge Kiser's attention. As late as April 2024, in response to a January request for a search of the **RCMPs National Criminal Records** with my photograph and fingerprints, I received a certified response that I was not associated with any Criminal Record of conviction. See sub-file (131 – ROBBERY ALLEGATION).

During the trial and my cross-examination, Madam Heather Carlton inserted a third poison pill, asserting that I had a Russian lover and a young child. I was standing in the witness box with my two adult daughters, who were present in the courtroom. We chuckled along with a few of the jury members, while some others scowled. My daughters and I had recently seen a Netflix movie in which the same prosecutorial theatrics were played out. No doubt the chuckling jury members had seen the same film.

Madam Heather Carlton even planted a fourth poison pill before the magistrate judge at my 2016 bond hearing as she had previously done in her submission of the Record of the Case to the Canadian government's minister of justice alleging: "I absconded to Canada to avoid prosecution". Even Judge Kiser accepted this allegation in one of his decisions. On this occasion, not that it mattered, my lawyers filed a motion of objection to Judge Kiser's prejudicial comments!

I had not been in the United States on business since 2007 except in 2008 when in transit from Canada to Australia. Attached to the Motion to Correct the Record is the transcript of DCIS Agent John Shoeneweis, and in cross-examination, he acknowledged that the US Marshals Service had both of my passports and confirmed he had monitored my travels to Baghdad and elsewhere. Accordingly, as a former British soldier, "Madam" was the very kindest retort that I could make to AUSA Carlton; indeed, many more pills were to follow. See: (Doc #71 MOTION TO CORRECT THE RECORD & TRANSCRIPT).

Another note: the "coincidences" continue.

In early 2006, just before the award of a contract by the JCCI, as the owner of a commercial property in Largo, Florida, used by Armet USA to manufacture armoured vehicles, I agreed with the whistle-blower Frank Patterson, the president of Armet USA, to move the business to Danville, Virginia. He claimed that most of the work crew had agreed to transfer if I paid their moving expenses.

As most defense contractors were located near US government agencies, it was not a bad move to Virginia, but for the difficulties Armet USA would then face nine months later with only two staff members, just starting the JCCI contract and moving northwards nearly eight hundred miles.

Skinner was given the task of selling the Florida workshop property in early 2006. The property was mortgage-free and eventually sold for \$780,000. All funds were deposited into the account of the Real Estate Exchange Service (REES) in Safety Harbor, Florida in accordance with IRS regulations.

By the time this transaction with REES was made, unbeknownst to me until 2013, the owner of REES, **Edward Hugh Okun**, was already under investigation by the same Richmond, Virginia, FBI office where Skinner was already engaged as a confidential informant. Forty-five days after the sale of the Largo property, my real estate attorney, attempting to close a purchase of an alternative building in Danville, Virginia requested REES remit my funds to the seller's attorney. My attorney then discovered that the funds had been stolen by Okun, and \$100 million owed to other parties. Okun was eventually sentenced to one hundred years in prison. One must wonder whether there was collusion here, or was it **simply another coincidence?**

In Frank Skinner's letter to prosecutor Heather Carlton, he reminded her that she had told him that if she had been the original prosecutor, he would have been charged if she had known about his criminal activities. We now know that following his letter, Skinner suddenly claimed to the prosecution that he was suffering from amnesia. Skinner's letter was just weeks after my trial but before sentencing.

The prosecution and presumably the Investigators too, already knew that Skinner had given false or misleading testimony in the civil False Claims Act trial before Judge Jackson Kiser. The question that should have been asked by the prosecutor is, did Skinner lie to a federal investigator, if so a serious felony. Or, did the investigators commit subornation of perjury with Skinner? Whichever tine it was, Skinner was not charged with perjury. It is understandable in the circumstances that he wasn't called to give testimony by the prosecution.

The military DCIS investigator, Shoeneweis was a former colleague of my lawyer Bondurant, and accordingly we heard nothing about investigators suborning a witness. What I did hear from Lugar in response to me asking why in the examination of Shoeneweis, Bondurant was lukewarm.

He replied, "That's his friend, why would he be aggressive to him; he may still have to work with Shoeneweis in the future!"

The picture that is evident to me is that Skinner, the whistle-blower with obviously dirty hands, had a sense of entitlement, possibly driven by greed and jealousy. He sensed an opportunity to use the government to help him become the master of the ship, without thinking about the hard work needed to run a business and the loss of employment that would result for our fellow employees.

Skinner's sole achievement was pulling the plug, sinking the ship, and helping another prosecution witness, Usman Bashir, steal Armet's Gurkha and Balkan drawings and valuable steel cutting files to set up his own competitive business. On Bashir's business website, even before the trial, he had photographs I had taken of Armet's armoured vehicles. On the site was a posting from Frank Skinner giving accolades to Bashir!

When questioned in cross examination, Bashir said Armet's photographs were posted in error! No "dear me!" or sorrow, no impact on the prosecution, the judge, and why not more adversarial badgering by my defense lawyers. Did the importance go over my lawyers' heads and, let's not forget, just another missed detail that helped send me to jail.

Despite these remarkable disclosures, there was no intervention or any useful comments from Judge Jackson Kiser, just like his lack of concern with Skinner's famous letter to AUSA Carlton. Kiser never seemed to appreciate or consider the relevance of Skinner's letter. Likewise, his lack of concern at Bashir's misappropriations of my photographs and detailed drawings and Skinner's accolades was not in the least surprising to me. His lack of concern was confirmed some six months later when Judge Kiser committed me to jail for seventy months.

There is also the matter of the Russians and other coincidences. Since the early 1990s, Armet Armored Vehicles, Inc. (incorporated in Florida) has supplied non-military armored vehicles to dozens of governments around the world, including those of the Australasia, European Union and Russia.

The Central Bank of the Russian Federation and most embassies in the Russian Federation ordered armoured civilian SUVs from Armet Florida. In 2004, one white and two black GMC Suburban vehicles were modified as armoured diplomatic vehicles at Armet's Largo facility, with commercial contracts C-1784 and C-1791-2 and were transported to the Russian Embassy

in Baghdad. With what happened next, 2006 was undoubtedly my *annus horribilis*, as were all the events surrounding my tribulations in that year and onwards.



In June 2006, four Russian diplomatic personnel in their white armoured GMC Suburban were ambushed while driving away from the Russian Embassy in the unprotected "Red Zone" to buy cigarettes. All were shot and killed except one, who was later decapitated with a knife for the world to see on CNN. The Russian authorities claimed that the Americans were behind it, while the British claimed the SAS had killed the Iraqi perpetrators.



The attack was rightly reported by Embassy staff to Armet with Skinner bringing the matter to my attention. If there was a failure of transparent armour in the vehicle, I needed to know, as the vehicle may have had commercial warranty and liability issues to defend. What useful role did Skinner play by pointing out the attack in Baghdad to Special Agent Cody Monk of the FBI's counterintelligence organisation? Was it the next event that followed in Jordan?

The Embassy staff dispatched their two Suburban vehicles to Amman, Jordan for repair and servicing but they didn't quite make it safely. On the way to Jordan, due to a "mistaken identity" as they were not registered on the JCCI's GPS Tapestry vehicle tracking system, they were attacked by US forces. Further damage, although minimal, was caused to the two Suburban units. On arrival at their repair facility in Jordan, according to the Russian's unauthorized electronic monitoring equipment was discovered within the body and plastic trim.

What became important to the Russians was when and how non-Russian-type surveillance equipment was covertly installed? Allegedly the Russians' vehicles were always parked within secure premises in Baghdad; so, entry must have been gained during the manufacturing period in Largo or during shipment to Baghdad. If the installation was at Armet Largo, who conspired to do that? It was not me; I did not have keys or alarm passes at the manufacturing facility, and even then, I was rarely at the Largo facility. Armet's operation was run at the time by Verona during the Suburban armor integration. The Russian regional security officials initially wanted to blame Armet for the covert tracking equipment on board, but the Moscow MID office overruled that theory. It is easy enough for me and now for the reader to figure out who would or could undertake that operation in Florida or even divert road transport in the US and less likely, on board a ship. (See **Sub-file #117 – RUSSIAN GOVERNMENT**).

Nothing has changed in my opinion in 2023 regarding the appearance and structure of my trial since 2017–2018. The spectacle still appears to have been principally designed by the prosecution, ably assisted by my defense lawyers to obfuscate the jury rather than to enlighten them about what took place. There were so many troubling coincidences and events to consider, too many to mention here; all were squashed without comment or defense witness testimony during my trial. Here, though, are the following outstanding awards that are worth pointing out to the reader as evidence of the exceptional skills needed in perpetrating an injustice to gain the accolades awarded below.

AUSA Heather L. Carlton received the Federal Prosecutor of the Year Award at the 20th Annual Virginia Gang Investigators Association Conference on October 16, 2018. My former civil and criminal attorney, the US Attorney for the Western District of Virginia, Thomas Cullen, is quoted in the news article congratulating AUSA Heather Carlton.

The following day, again at the recommendation of Thomas Cullen (yes, the same one!), the Council of the Inspector General on **Integrity and Efficiency Awards** (CIGIE Awards) held another meritorious event. At the 21st Annual Awards Ceremony on **October 17, 2018**, following the address of the Honorable Ron J. Rosenstein, Deputy Attorney General, US Department of Justice, **the Investigations Award for Excellence** was given for the successful criminal prosecution of William Whyte, owner and CEO of Armet Armored Vehicles, Inc. The award at the CIGIE was stated as being for my conviction for fraud.

The reader should consider, having a contract deficiency of armour in six vehicles with a total remedial cost of \$3,500.00 – was this a "first" in the annals and chronicles of US justice? The prosecution asked for **seventy years**; does this warrant even the **seventy months** of incarceration I received at sentencing? The coincidences and "firsts" in my case are astounding.

My response to the foregoing is as follows: With exceptional management staff just prior to the hiring of Scott Verona, and two years before the arrival of Frank Skinner as the president of Armet USA, Armet had been awarded a huge contract for approximately 220 armoured vehicles for the Organization for Security and Cooperation in Europe (OSCE) to protect European and American police investigators in the wars of Kosovo. Due to the urgency, the vehicles were to be built in record time - ninety days! We were close, but the ninety days were not met; however, fifty-three (53) vehicles were shipped out to Kosovo each consecutive month.

None of the aforementioned vehicles ever had a single deficiency or warranty claim. The engine and front clip of one were blown off by an IED as designed without any onboard casualties. The employee fitters and assemblers responsible for this amazing OSCE project, were mostly the same employees that Skinner and Verona inherited. OSCE was so impressed that they continued to order additional vehicles for years. Six years later, those same initial vehicles were retrofitted by Armet for service in Iraq. One of those vehicles was attacked in Iraq and again, without injury or even penetration of the carapace by rifled projectiles.

During Skinner and Verona's tenure, not a single armoured vehicle they built was free from deficiencies or warranty claims. I warned Skinner several times that Verona needed to go, but he resisted me time and time again until January 2007 when Skinner, in his email, implored me to say no more!

Addressing the issue of Armet's unilateral cancellation of the JCCI Iraq contract and its offer of repayment of the advanced funds; I had no choice but to terminate the contractual arrangement. I was already weary and wary; I knew my company was in great jeopardy due to the unusual events ongoing at Armet USA. I was sure that there was skullduggery afoot, but I was uncertain about pointing the finger at Skinner except for my complaints about irregular accounting. Skinner always had a foil in the form of my excitement when alluding to new opportunities and his MAGA introductions, claiming in his email to staff he was going to Make Armet Great Again!

I often listened to Skinner's repeated challenges, using the FBI as a big stick urging me to hand over my company to him or his wife. There were just too many coincidences always happening in my absence. I did not fully grasp what was happening because I could not think of a single reason, and naively, it never crossed my mind that they were Russian-focused occurrences. Skinner had warned me several times that the "FBI was on my tail". He made no bones about his regimented Marine dislike of the usual enemy, those Russians. I always shrugged off his warnings, as a Skinner false flag. Finally, much too late, I considered that perhaps Skinner's bluster had some truth to it. And then, always being so far away from Florida, I didn't exactly know what to do about it!

Upon reflection, when I learned about the loss of my Florida employees and several of them eventually contacted me, Skinner's response was, "Sorry, it was a miscommunication," but it had caused the resignation of most of Armet's employees. Shortly afterwards I had to deal with the sale of my Largo manufacturing building and the loss of those funds, as well as losing the deposit on a replacement building in Danville, Virginia. Skinner even misappropriated funds from the ongoing EODT contract and then "lost" employee cash funds that were "stolen" from his bag on a flight to Virginia. Additionally, there were critical deficiencies in the strategic protective materials of our gun trucks in Afghanistan and the deficiencies in the first two Gurkha vehicles in Baghdad. It was all so overwhelming to me at the time and remains so.

In 2006 and 2007, Armet Canada faced its own troubles particularly with three subcontractors one after the other who manufactured but failed to supply the necessary JCCI Gurkha turret rotating slewing rings promised. Another FBI informant, Usman Bashir, oversaw those situations, although I was unaware at the time that he had caused issues for Armet with each contractor, slyly asserting RCMP and FBI investigation was underway.

During 2006 and 2007, I was spread thin, ineffectively running my business mostly from overseas. Unaware due to my frequent absences an investigative and senior management scheming conspiracy was afoot with the FBI. Best expressed by me now, there was a legion of mangy foxes well entrenched in the chicken house, killing all and scoffing the meat and chewing the bones. What I did not realize until too late was that the nightmarish coincidences and events were all connected.

Like the boy putting his finger into a leaking dyke, desperately trying to save my business and stop my nightmare, I sent a unilateral notice of termination and offer of repayment via email to my JCCI contracting officer in Baghdad, Captain Ronald J. Toler. He responded to me, unimpressed, stating that only the government could terminate a contract. He then promptly sent me a written notice of the termination of the mutual contract. He never responded regarding how much or where Armet was to make repayment.

Amazingly, the JCCI and the DOD contracts office in Baghdad knew from subsequent correspondence to Captain Toler that Armet had sold several of the Gurkha units to a JCCI-approved contractor operating outside the Baghdad Green Zone.

There was no further mention of repayment until 2010, when the US Department of Defense office for contract closeouts contacted Armet, likely another trap, to inquire whether funds were still due to Armet from the US government. I responded, "No!", further advising that Armet had sold several of the vehicles intended for the JCCI to security contractors in Iraq and owed a substantial amount of that money to the government. I asked where it was to be sent.

There was no response from the government until they did so with my indictment in 2012.

Neither Armet nor the security contractors were advised by the JCCI that the Gurkha units being used daily in the war zones by the approved PMC security contractor — or one of the former JCCI Gurkhas, actual end user unknown — was attacked without injuries, as observed on CNN.

No matter who was operating the Gurkha seen attacked on CNN, it was a vehicle that had armour deficiencies! If injuries had been sustained in the attack, it could have led to joinder claims or vicarious liability assertions, litigations that could have been stuck in the courts for decades.

To evidence my intent of not only unilaterally terminating the JCCI contract and reimbursing the JCCI or DOD, as my following letter shows, I was unambiguous in revealing the difficulties I was aware of and consequently Armet's inability to fulfill its contract.

Of course, I was not aware of the alleged scheming controlled by the FBI that had undermined Armet's business health. When by good fortune I terminated the contract, my intentions were clear: I wanted to return the funds Armet owed. According to prosecutor Carlton at trial, my offer was laughable, a rebuttal or subject never taken up by my defense lawyers. I wonder whether the readers agree with Madam Carlton.

Fifty coalition countries funded the JCCI operations in Iraq, intending to purchase equipment including the Gurkha vehicles. To discover the victim in my case, as Judge Kiser asked during my trial, "Whose ox was gored here?" There was a victim but cutting away the sticky web, who was it?

It was not exactly my wholehearted attempt to chase down the return of funds, but where were the returning funds owed? Was it to the fifty coalition countries funding the JCCI in Iraq or the DOD in the US? The US was a valued paying member of the coalition; anyway, my delaying diversion was moot. The prosecution and the judge asserted the US government's right to ownership of the JCCI funds, but it came at the end of a long and tumultuous series of events leading to my conviction on twenty-three counts of fraud! Was it not absurd to face a trial just short of seven years since I had terminated the JCCI contract? My lawyers said it was time barred, but Judge Kiser agreed with the prosecution to move the time back a tad. What were the grounds, why did it take so long to prosecute; I am sure we are missing a juicy story there!



ARMET ARMORED VEHICLES INC

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Phone: 434-792-3360 Fax: 434-792-3999 E-mail: <u>whyte@aavi.com</u> www.aavi.com

March, 9 2008

Captain Ronald J. Toler , USAF Contractor Officer MNSTC-I Support Division Baghdad, Iraq

Unilateral cancellation of contract

Dear Sirs,

Please accept this notice as our intention of unilaterally canceling the two contracts that Armet Armored Vehicles Inc presently has with the DOD.

On February, 11, 2008 we received from you a "show Cause" notice, which was replied to by our legal counsel Leo Klug Esq.

Included in Mr. Klug's letter was an explanation concerning the delays related to vehicles that were due to be shipped in late November of 2007. The delays, as you were advised then were caused by the supplier of our turret slewing rings.

I have reminded you by email on one occasion that we were still awaiting a reply from you to Mr. Klug's letter and you have confirmed that your position was being considered. To date the letter remains unanswered by you.

As indicated in Mr. Klug's letter, we have taken possession of a slewing ring from the new manufacturer. Notwithstanding the arrival of the slewing ring, your delay in responding and sending to us your approval for the continuation of the contract has caused financial issues that are not easily remedied unless we take this immediate action now.

As the events leading up to this cancellation are unknown by you, and may not necessarily be of interest to you, please be advised of the following summary which will serve as an explanation of events leading up to this notice of cancellation;

On April 25, 2006, Armet Armored Vehicles Inc was awarded contract # W91GY0-06-F-0028 issued by the DOD for the supply of 24 Kestrel Vehicles. On June 9, 2006, Armet was awarded an additional contract #W91GY0-06-Q-0141 for the supply of a further eight Kestrel armored vehicles.

In answer to your solicitations, Armet's offer was based on a bill of materials that at the time offered a reasonable profit margin for the company. In subsequent discussions with DOD's purchasing officer in Baghdad, it was suggested that we drop our profit margin thus ensuring that the award was passed to Armet. We were also advised that the vehicle that we had built, the

Kestrel, was at the time unique and that many further orders would likely be forthcoming and that opportunity of additional business should be taken into consideration with regard to our pricing.

In addition, following the contract award, when your client saw the photograph of the GURKHA variant with its large tires and wheels, your client insisted on receiving the blast protection and heavier ballistic glass.to defeat the 12.7 x 99mm AP round and the larger wheels as were installed on another clients GURKHA. As a gesture of good will, to our immense detriment, we agreed to supply the same equipment at no additional cost.

The original larger wheel subsequently proved to have a regulatory deficiency and an expensive remedy was found that increased the price of the wheels by \$12,000.00 per vehicle.

Subsequently, in view of Armet's inability to finance the two DOD contracts and in consultation with me, the then President of Armet, Mr. Frank Skinner decided to contact the DOD and request an advance payment from the DOD to allow Armet to proceed with the manufacturing.

An amount of \$824,000.00 was advanced to Armet, but regrettably the funds proved to be insufficient due to the accelerating cost of production, steel for example doubling in price and the 35% currency exchange deficiency that was occasioned due to the increased value of the Canadian Dollar against the US Dollar. Canada was where most of the labor and parts were being purchased from.

On January 29, 2007, Armet's facilities in Largo Florida was sold for several reasons, including that they were too small to undertake future work for the DOD and it was decided to move to larger premises in Danville Virginia. Danville was also considered due to the availability of a test track at the Virginia Raceway.

On January 25, 2007 the funds from the sale of the Largo facility were deposited into an IRS approved 1031 exchange company. In compliance with IRS regulations, we were given 45 days to identify another facility that would meet the IRS regulations concerning capital gains tax exemptions and 180 days to close.

On May 1, 2007 as Armet had located a property in Danville a contract was executed for Armet's new building In Danville. Our Attorney handling the Largo Florida sale advised the 1031 Exchange

Service to forward the funds (\$685,000.00) to an Attorney that we had engaged in Danville, Virginia.

On May 15, we were advised that the 1031 Exchange had filed for Chapter 11 as the money had been siphoned from the 1031 Exchange by the owner.

There was an excess of private funds in the 1031 Exchange which was to be used to-facilitate the instant DOD contract, but as the money had been misappropriated, it was not available.

Despite our best intentions and the continuing struggles to meet the terms of the contract, we approached the then contracting officer, Lt John Hobart on August 2, 2007, explaining to the then contracting officer that we were losing money on the contract and begged that we renegotiate the price and our request was denied. He responded that only Armet was responsible for these changes in increased costs and the fluctuating currencies and these were of no fault of 'the Government. Reluctantly in September 2007 we accepted a modification to the contract and the contracts were accordingly extended to a final shipping date of May 10, 2008 with a further reduction of 1.5 % of the remaining contract value despite our appeal.

In an attempt to mitigate the serious losses that we were occasioning with your contracts, we received several RFQs from the DOD and several DOD contractors in Iraq and we responded with increased prices, but our offers were effectively blocked by your office on several occasions. We continued next page

.... continued from previous page

were told that only when we had completed your present orders would we able to supply our products in Iraq and Afghanistan.

Notwithstanding that the Armet Group is now sufficiently capitalized to complete the contracts, albeit at some time in the fall of 2008, we cannot maintain the prices that were offered to the DOD in 2006 and in fact for each vehicle that we do ship, it can be seen clearly in the attached Bill Of Materials that we lose \$30,000.00 for each vehicle shipped to DOD. As well, shipping charges have consistently exceeded \$30,000.00 per vehicle. In fact the last vehicle cost \$45,000.00 to ship to Baghdad!

In view of the foregoing and as money is due to be returned to the DOD, we have decided to cancel the contracts on the following terms;

We have one vehicle in storage in the Baghdad IZ zone awaiting the new slewing ring to arrive. Once the ring is installed, the vehicle will be transported to Abu Ghraib in accordance with the contract. Monies will not be due to Armet for this vehicle.

We have two vehicles in storage which, subject to the availability of slewing rings, which is estimated to be in two weeks time, will be ready to ship to Baghdad. Upon arrival in Baghdad, they will be transported to Abu Ghraib in accordance with the terms of the contract modification. Monies will not be due to Armet for these vehicles.

The money that will be reimbursed to the DOD from the delivery of these three aforementioned vehicles is estimated to be \$589,849.77. This then leaves a deficiency owed to DOD for the original advance in the amount of \$234,150.23. In this regard, please advise us where this refund is to be sent.

On a final note about these matters, as we still have available an additional twelve (12) 2007 chassis with a 6.L engine. There is an acute shortage of suitable vehicles going to Iraq due to the low sulfur requirement of 2008 engines. We are therefore prepared to continue to supply the DOD with a further twelve vehicles, but at an additional cost. The cost including a rotating turret for each GURKHA would be \$220,000.00 each, plus the prevailing shipping cost.

We sincerely regret the events surrounding the foregoing.

Yours very respectfully,

William R. Whyte

The 21st Annual Awards Ceremony, Council of the Inspector General.

(On Integrity & Efficiency)

THE INVESTIGATIVE AWARDS FOR EXCELLENCE

The ceremony took place on October 17, 2018, Washington, D.C.

In recognition of the successful criminal prosecution of William Whyte, Owner and CEO of Armet Armored Vehicles, Incorporated

The Armet Investigative Team

CAITLIN COTTINGHAM HEATHER CARLTON

RICKY BURRELL CHRISTINE COOK

ROBERT EUBANK CHRISTPHER FAIR

MICHAEL HAUSER CHRISTINE MARRION

TRACY McINTOSH TJ McKENNA

MARK OMNIEWSKI JOHN PITMAN

DONALD PURINTON JEFFREY RUPERT

STEPHEN PFLEGER SHANE O'NEILL

JOHN SHOENEWEIS CODY MONK

Frank Patterson Skinner received his good conduct reward from the FBI in petty cash over the years but was not named as an award member — an oversight, perhaps? Nevertheless, following the trial, he tried for more money by asserting he was "the quarterback in prosecuting Whyte." Skinner was subsequently ignored by the US government following my conviction.

SEE TAB: (21st_Annual_Awards_Ceremony_Program_Web)

Despite the years that have passed, the events described in the preceding introduction still trouble me. I believe I have a better chance with Wikifactum readers to set the record straight. Remember there are reams to check, and a substantial amount of confirming email, so go ahead, you be the judge and jury.

The following synopsis of the role of Special Agent Cody Monk is taken from a chapter in my pending book. However, it is included here on Wikifactum as it relates to Monk's role with Frank Skinner, and accordingly, there is some repeated information on the Monk subject from the narrative above.

CODY MONK (AKA COWBOY)

Cody Monk was the FBI's special agent who initiated the counterintelligence operation with or for our whistleblower Frank Skinner. Monk's official FBI email address and his cover name (being a Texan "COWBOY") were occasionally used to contact Skinner, who forwarded the communication to me in one of his attempted stings. Skinner had commented, to intimidate me, that my "Russians were under investigation". I already knew that Skinner harboured an anti-Russian phobia and the possibility was slowly mounting over a few months that Monk was indeed a counterintelligence agent. It is a distinct possibility that unwittingly, Monk was inadvertently helping Skinner steal my business. We will never know for sure; he appears to be in hiding ever since.

At the conclusion of the case preparation by AUSA Heather Carlton, and her declaration to Skinner, "you should have been indicted", what remains for analysis is the role of Special Agent Cody Monk and his seemingly unusual, or was it unscrupulous, relationship with Skinner.

I have limited resources to inquire further about Monk, except he is no longer employed with the FBI, yet I have discovered enough, a wealth of online resources, attesting to Monk's character. I, like many others, enjoys a good spy novel, and what is included here is, surprisingly for a spymaster's tale, considerable information already posted by him in the public domain lauding him as this very SPECIAL AGENT of the FBI.

In my 2015 FCA deposition, and as noted in the FCA civil trial transcript, Skinner stated that he had contacted the **FBI in September 2006.** That assertion was **untrue** – it was in April 2006. I do not know who at the FBI Skinner reported to in April, but certainly by August 2006, documents show he was giving information to Special Agent Cody Monk.

Skinner was aware of my long-time contractual material and information sourcing role in Russia for the British security services. I was never a spy against Russia or engaged against Russian

individuals, absolutely no spying arrangements at all, I was simply providing a paid invoiced service for a certain type of investigative commercial activity.

Accordingly, from the outset of my engagement, the British security service had checked me out with my former British Army regimental commanders. The service was fully aware of my Russian connections, and not once was I inveigled to commit any actions against Russia. On the contrary, this was a time before Putin came on the scene and the Russians were providing information to the British about persons of interest arriving in Russia. Some were British nationals including some northern and southern Irish cousins arriving in Russia, some engaged on genuine business.

Skinner was aware of purchases I made in and for Russian and British clients. Armet's armored vehicle sales to Russia; they were not at all secret and were made with the licensed export permission of the US government, the government of Canada and the European Union.

My Russian connections were ostensibly due to the fluently English-speaking Stepan Doronin, a retired, totally patriotic, and proud Russian citizen. Doronin had previously headed security for a Russian bank and various hotels in Moscow. Doronin's former bank employer was Armet's first client in Russia. Doronin went on to become Armet's sales representative in Russia and in the CIS for over fifteen years. In that time Doronin was responsible for selling several hundred armoured cash-in-transit escort vehicles to the Central Bank of Russia, along with many dozens more sold to private banks and Russian embassies overseas.

Doronin was also a writer for the Russian Auto Review Magazine covering developments in the worldwide automotive industry. He is also the author of several books about armoured cars, including those used by leaders of Russia from the last Imperial Tsar to the present time. Doronin made presentations of his books to the US Embassy in Moscow including in 2007 when he meets Ambassador William J. Burns, who is now the head of the CIA.



My most notable western connections in Russia were mostly Northern Irish and Irish individuals of various political persuasions, businessmen in the pub and supermarket businesses of Moscow and its environs. The Irish gentlemen were interested in me as a "Canadian" and owner of an interesting and possibly useful Canadian manufacturing business. These traders and their business acumen were definitely of interest to the British government. It was the products these traders distributed in an alternative endeavour that Skinner asked me to purchase for the FBI.

Purportedly, according to Skinner, he asserted that Doronin was an agent of several Russian intelligence organizations, including Russian Military Intelligence (GRU). As a result of Skinner's allegations, the FBI conducted clandestine operations against me and Doronin until 2015. The matter of any useful intelligence gathering was possibly dropped following Skinner's debacle in 2015, when he proved to be a liar in the FCA civil case in his testimony against me. Other parallel stings against me continued from July 2007 through 2015, with Special Agent Shoeneweis of the DCIS using Rick John, Cynthia Braden, Scott Verona, Andrei Potempski, and Usman Bashir as informants.

Skinner admitted in his grand jury testimony that he would always "CYA" (cover your arse) and went on to claim in the FCA civil trial that he always took his instructions from the FBI.

For nine years, Frank Skinner worked as an FBI informant, and the length of time boggles one's mind if he was still involved, still unpaid, except for the casual handouts, in the Armet case.

The question yet to be answered is: was Skinner also working at the behest of Cody Monk in other "money-making" stings that had nothing to do with Monk's investigation of Stepan Doronin and me?

When looking at the foregoing nine-year timeline, what was Skinner's role in setting up other persons of interest for the FBI? I have credible information about one unrelated covert sting of Skinner's involving the service of a former member of the British SAS that occurred in 2011. This sting involved SNC-Lavalin of Canada, Muammar Gaddafi's family in Libya, operation from Mali, a victim's foray to Mexico, and to other proxies of the United States.

Is it any wonder that at the start of my criminal trial with a counterintelligence operation coming to light, I was prohibited by Judge Kiser from mentioning Cody Monk's counterintelligence operations? However, the cat was already out of the bag, and Thomas Bondurant filed the following motion which identified the role of Special Agent Cody Monk and his partnership with his informant, Frank Skinner. (**Doc 117 – Motion for Exclusion of Evidence**).

FBI regulations govern the use of informants. Including the prosecution of informants who lie, cheat, or commit ongoing criminal violations (ATTORNEY GENERAL'S REPORT-USE OF CONFIDENTIAL INFORMANTS) (How the FBI Conceals

Its Payments to Confidential Sources) (The FBI Gives Itself Lots of Rope to Pull in Informants).

**

The questions that remain are why did Special Agents Cody Monk or John Pitman not prosecute Skinner for lying to a federal officer, and why did Monk or Pitman not arrange the interrogation of Skinner's associates, the remaining witnesses against me? Were Monk' and Pitman's hands shaking as they received the following award?

We have a paradox to consider: Integrity & Efficiency.

The 21st Annual Awards Ceremony, Council of the Inspector General.

(On Integrity & Efficiency)

THE INVESTIGATIVE AWARDS FOR EXCELLENCE

The ceremony took place on 17 October 2018 in Washington, DC

In recognition of the successful criminal prosecution of William Whyte,

Owner and CEO of Armet Armored Vehicles, Incorporated

The Investigative Team

CAITLIN COTTINGHAM HEATHER CARLTON

RICKY BURRELL CHRISTINE COOK

ROBERT EUBANK CHRISTPHER FAIR

MICHAEL HAUSER CHRISTINE MARRION

TRACY McIntosh TJ McKenna

MARK OMNIEWSKI JOHN PITMAN

DONALD PURINTON JEFFREY RUPERT

STEPHEN PFLEGER SHANE O'NEILL

JOHN SHOENEWEIS CODY MONK

SEE TAB: (21st_Annual_Awards_Ceremony_Program_Web)

Read further information about CODY MONK on the following Tabs:

(Add A Tab 267)

(SKINNER-CODY Monk-STEPAN-Danville) (MONK-SEMINAR)

(FBI Invitation to Academic Alliance Conference, April 29, 2010)



The following information about Special Agent Cody Monk is copied in its entirety from the web. It is copied under fair use, which allows for the limited and "transformative" use of copyrighted material for purposes such as commentary, criticism, or parody. Such uses can be done without permission from the copyright owner.

Websites:

Profile URL: https://www.linkedin.com/pub/cody-monk/69/151/446 Timestamp:

2015-12-24

Degree: 0

Score: 0

Company: National Intelligence University

Job Title: Reserve Faculty

Start Date: 2009-08-01

End Date: 2013-02-01

Description: • Taught graduate-level courses on intelligence analysis, cyber issues, thesis writing, counterintelligence, and geopolitical issues in the Master of Science in Strategic Intelligence program. • Designed, implemented, and taught the Reserve

Program's first cyber-focused course. • Named "Faculty Member of the Year" for 2010-11.

Current Position: No

.

Company URL: http://www.linkedin.com/ Modified? : Not Changed

Tools Mentioned: ["cyber issues", "thesis writing", "implemented", "Team Leadership", "Intelligence", "Leadership", "Higher Education", "Project Management", "Analysis", "Security Clearance", "Program Management", "Public Speaking", "National Security", "Proposal Writing", "Strategic Planning", "Intelligence Analysis", "Interagency Coordination", "Training", "Team Building", "Counterintelligence", "Force Protection", "Homeland Security", "Strategy", "Top Secret", "Army", "HUMINT", "Intelligence Community", "Crisis Management", "Operational Planning", "Federal Government", "DoD", "Contingency Planning", "Military Training", "Government", "Organizational...", "Counterterrorism", "Tactics", "Defense", "Government Contracting", "Military", "Exercises", "Policy", "Information Assurance", "Foreign Policy", "Command", "Special Operations", "Air Force", "Military Operations", "Afghanistan", "NATO", "Military Experience", "International Relations", "SIGINT", "Organizational Leadership"]

Company: FBI

Job Title: Special Agent

Start Date: 2005-08-01

Description: • Investigate violations of federal law with specialization in global cyber, counterterrorism, counter proliferation and counterintelligence issues.• Served as the Counterintelligence Division's Program Manager for the Academic Alliance and Strategic Partnership Coordinators Programs.• Managed the National

Security Higher Education Advisory Board, which comprises 25 college and university presidents who meet with the national-level intelligence community on national security issues of mutual concern. Work with multiple field offices, oil and gas companies, and academic institutions to study and to share information on the intelligence and cyber threats facing the global oil/gas and energy industries. Lecture extensively in the national-level academic, think tank, military and intelligence communities on counterintelligence, cyber, program management and national security/geopolitical issues and concerns.

Current Position: Yes

Company URL: http://www.linkedin.com/company/6408?trk=ppro_cprof Type:

Government Agency

Company Size: 10,001+ employees

Company Address: J. Edgar Hoover Building 935 Pennsylvania Avenue, NW Washington, DC 20535-0001 United States

Modified? Not Changed

Tools Mentioned: ["counterterrorism", "think tank", "cyber", "Team Leadership", "Intelligence", "Leadership", "Higher Education", "Project Management", "Analysis", "Security Clearance", "Program Management", "Public Speaking", "National Security", "Proposal Writing", "Strategic Planning", "Intelligence Analysis", "Interagency Coordination", "Training", "Team Building", "Counterintelligence", "Force Protection", "Homeland Security", "Strategy", "Top Secret", "Army", "HUMINT", "Intelligence Community", "Crisis Management", "Operational Planning", "Federal Government", "DoD", "Contingency Planning", "Military Training", "Government", "Organizational...", "Counterterrorism", "Tactics", "Defense", "Government Contracting", "Military", "Exercises", "Policy", "Information Assurance", "Foreign Policy", "Command", "Special Operations", "Air Force", "Military Operations", "Afghanistan", "NATO", "Military Experience", "International Relations", "SIGINT", "Organizational Leadership"]

Company: HiTEX! Enterprises

Job Title: CEO

Start Date: 1999-05-01

End Date: 2005-08-01

Description: • Oversaw every aspect of international sports marketing, retail and publishing and web hosting and design company, including day-to-day sales and marketing efforts of recognized college football, basketball and baseball awards and brands as well as awards and brands developed in-house.

Current Position: No

Company URL: http://www.linkedin.com/ Modified? Not Changed

Tools Mentioned: ["Team Leadership", "Intelligence", "Leadership", "Higher Education", "Project Management", "Analysis", "Security Clearance", "Program Management", "Public Speaking", "National Security", "Proposal Writing", "Strategic Planning", "Intelligence Analysis", "Interagency Coordination", "Training", "Team Building", "Counterintelligence", "Force

Protection", "Homeland Security", "Strategy", "Top Secret", "Army", "HUMINT", "Intelligence Community", "Crisis Management", "Operational Planning", "Federal Government", "DoD", "Contingency Planning", "Military Training", "Government", "Organizational...", "Counterterrorism", "Tactics", "Defense", "Government Contracting", "Military", "Exercises", "Policy", "Information Assurance", "Foreign Policy", "Command", "Special Operations", "Air Force", "Military Operations", "Afghanistan", "NATO", "Military Experience", "International Relations", "SIGINT", "Organizational Leadership"]

Company: Multimedia Freelancer Job Title: Executive/Writer/Editor Start Date: 1995-03-01

End Date: 2005-08-01

Description: • Founder/President: iRealizar el Sueño! Established 12-week, 3- class-per-week, English language, and American cultural integration course for Latin baseball prospects. Focused on how to handle culture shock and how to operate in day-to-day American life. • Contributing Writer (2003-2005): Al Día: Sports, news and lifestyles writer focusing on general interest subjects for The Dallas Morning News' Spanish-language newspaper. • Contributing Writer, The Dallas Morning News (1995-2005): Sports, Lifestyles, Texas Living and Travel. • On-Air Correspondent: ESPN Radio, Sporting News Radio, FOX Sports Radio

Current Position: No

Company URL: http://www.linkedin.com/ Modified? Not Changed

Tools Mentioned: ["3-class-per-week", "Lifestyles", "Team Leadership", "Intelligence", "Leadership", "Higher Education", "Project Management", "Analysis", "Security Clearance", "Program Management", "Public Speaking", "National Security", "Proposal Writing", "Strategic Planning", "Intelligence Analysis", "Interagency Coordination", "Training", "Team Building", "Counterintelligence", "Force Protection", "Homeland Security", "Strategy", "Top Secret", "Army", "HUMINT", "Intelligence Community", "Crisis Management", "Operational Planning", "Federal Government", "DoD", "Contingency Planning", "Military Training", "Government", "Organizational...", "Counterterrorism", "Tactics", "Defense", "Government Contracting", "Military", "Exercises", "Policy", "Information Assurance", "Foreign Policy", "Command", "Special Operations", "Air Force", "Military Operations", "Afghanistan", "NATO", "Military Experience", "International Relations", "SIGINT", "Organizational Leadership"]

Company: Kelly Green Seeds Mexicana

Job Title: Translator/Board of Directors Member

Start Date: 1993-05-01

End Date: 2005-08-01

Description: • Translator for all international documents associated with business entry in Mexican agricultural market• Advisor on Latin American and Mexican geopolitical and strategic issues affecting core business

Current Position: No

Company URL: http://www.linkedin.com/ Modified? Not Changed

Tools Mentioned: ["Team Leadership", "Intelligence", "Leadership", "Higher Education", "Project Management", "Analysis", "Security Clearance", "Program Management", "Public Speaking", "National Security", "Proposal Writing", "Strategic Planning", "Intelligence Analysis", "Interagency Coordination", "Training", "Team Building", "Counterintelligence", "Force Protection", "Homeland Security", "Strategy", "Top Secret", "Army", "HUMINT", "Intelligence Community", "Crisis Management", "Operational Planning", "Federal Government", "DoD", Training", "Contingency Planning", "Military "Government", "Organizational...", "Counterterrorism", "Tactics", "Defense", "Government Contracting", "Military", "Exercises", "Policy", "Information Assurance", "Foreign Policy", "Command", "Special Operations", "Air Force", "Military Operations", "Afghanistan", "NATO", "Military Experience", "International Relations", "SIGINT", "Organizational Leadership"]

INCIDENTS, COINCIDENCES AND MALICIOUS CAMPAIGNS

To recap, two memorable events unfolded in April 2006. The first event was the first of two JCCI contracts awarded to my firm, Armet Armored Vehicles Inc, a Florida corporation by the US DOD to manufacture and supply thirty-two Gurkha light armoured tactical vehicles for the Multi-National Joint Contracting Command in Iraq. A few days earlier I discovered that as a British soldier in 1966, I was contaminated by US troops when along with other British troops we were sprayed with Agent Orange while we were based at Camp Gagetown, New Brunswick, Canada. These two events morphed into a counter-intelligence operation against me by the FBI.

According to my lawyers, the precursor to the investigation of me was focused on a counter-intelligence operation. The indictment against me was for fraud. Some of these counter-intelligence avenues were known by one of my lawyers prior to my criminal trial. I was never advised by my lawyer or investigators about the focus of their investigation. My lawyers were unable to pursue this part of the investigation in part because the information fell under the Classified Information Procedures Act (CIPA) and only one of my lawyers had a security clearance. Additionally, there was an open court and accordingly a gag order issued by the presiding Judge, Jackson L. Kiser about counter-intelligence and several other matters, including occurrences related to Agent Orange.

An award was given to FBI Special Agent Cody Monk the counter-intelligence operator for my arrest, but he was never present during my trial and we don't have the operational details surrounding his astonishing award. FBI Special Agent Pitman, the agent in charge, was always present at my trial but was not called to give any testimony either.

Armet faced numerous production difficulties in fulfilling the JCCI contract which were caused by incidents, some coincidences, and without a doubt a malicious campaign aimed at destroying the firm's customer goodwill. According to this strategy, the perpetrators could set up a new company and take over the business by using Armet's intellectual property.

An incident occurred on June 5, 2006; when Frank Skinner received a phone call from the Russian ambassador to Iraq. The ambassador complained about terrorists breaching the armoured glass in the embassy's armoured Suburban SUV, which was built by Armet USA in 2004. The ambassador alleged that four members of the diplomatic staff in the Baghdad Red Zone had been ambushed and murdered. Skinner said the Ambassador demanded answers from the CEO of Armet, William Whyte. Skinner, who harboured a strong dislike for Russians and had a misguided anti-business Russo-phobic attitude, made a threatening statement about the FBI already being after him and now this event, and insisted that he should immediately transfer his shares in Armet USA to him. I refused.

In late August 2006, my interactions with Skinner at his request became more frequent as he raised various matters about a US Navy armoured vehicle contract that was underway. He wanted me to visit him in Danville Virginia to discuss this and other matters. I don't exactly recall what he said the other matters were, but possible about my shares in Armet.

Starting with an email dated **September 1, 2006** several **unlikely** coincidences occurred when one or two individuals with German names contacted Armet Canada's sales representative, David Galley, **before Armet USA had even shipped vehicles to Iraq or received any funds from the DOD-JCCI contracts.** These events involved FBI counter-intelligence Agent Cody Monk.

Skinner repeatedly warned me about an ongoing investigation and the reasons why I should transfer my shares "in trust" to him. He mentioned that his good friend at the FBI was providing him with information about the investigation involving me. His friend had already asked Skinner to meet with me. Skinner advised me that his FBI friend was investigating **Wolfgang STIHL**, who was allegedly involved in illegal practices related to the export of defense-related products from the United States. Skinner mentioned that his FBI friend had requested my assistance in a "sting" operation. As a reward, Skinner suggested that his FBI friend would help by offering Armet's armoured vehicles to the agency.

The first contact was from **George Stahl**, who reached out to Armet for information about armor for a Toyota Sequoia for delivery outside the USA. This inquiry later expanded to include information about Gurkha and Balkan tactical armoured vehicles, which was part of the **FBI**-initiated sting involving **Wolfgang Stihl (9d Tab 10).** I forwarded the email to Skinner and asked if the inquiry was from the same person who was under investigation by the FBI. Skinner confirmed that it was.

On **September 1, 2006,** at 5:33 am: as requested by David Galley, I emailed **George Stahl** with a Gurkha proposal PAC-4027 and Armet's introduction letter dated August 31, 2006 (Add Tab 346) (Add Tab 348).

On **September 4, 2006,** at 2:51 am, in an email thread from **Wolfgang Stihl** to David Galley, he requests specifications of the **Gurkha and Balkan** armoured vehicles **(AMI – Tab 4).**

September 5, 2006, 11:33 AM: In an email thread, I responded to Galley that the drawings are in Canada (requested for the Hummer H1 Ambulance). **(AMI – Tab 4).**

September 6, 2006, 2:10 PM: In an email thread from Galley to me: "Wolfgang called me and said to tell you to forget about the H1 ambulance he asked about originally, but look at the following email from him. He also wanted me to make sure that you are aware that he does want to talk to you urgently when you are back in the country. He is in Virginia and can be reached at:

Phone: 434 975 5781 He said that you could call him at any time or day of your convenience. Decotecsa is purportedly affiliated with the Swiss banking system. (Add Tab 347).

Skinner subsequently passed along several messages from Cody Monk, one indicating that I should help pursue Stihl (not Stahl).

On an unspecified day in the second or third week of September 2006, I was in Danville, Virginia, meeting with Skinner for lunch at a local restaurant with my son James.

The day following lunch with Skinner was even more memorable when, after our meal, James and I drove towards Canada. On the highway in Winchester, Virginia, I was stopped by the Virginia State Police for driving at an excessive rate of speed. The costs and safe driver courses eventually became expensive lessons not to be forgotten.

Often wary of what was really going on with Skinner and the FBI and recalling Skinner's warning about using profits from the DOD's contracts to fund litigation against the United States government over Agent Orange contamination, I cautiously told Skinner I would help his FBI friend. Skinner handed me a poorly photocopied scan, possibly from a book, of an article called "Heavy and Precise Blow". The top of the front page was stamped *Top Secret*. Purportedly, Cody Monk had asked Skinner to request that I and my Russian contact obtain ammunition,

12.3 mm x 40 mm, from Russia and deliver it to the FBI. I was very concerned and told Stepan Doronin about the request, and we discussed the obvious risk of prosecution in Russia for sourcing ammunition from shady operators and then smuggling the ammunition out of Russia, let alone into the United States with the FBI involved with Skinner and seen by me as some sort of ongoing mischief, and without an official covering document from the FBI! **See: (UDAR-S REVOLVER)**

On **September 22, 2006**, at 4:44 PM: Skinner sent an email to me and others, stating that he and I had recently returned from Washington, DC. He mentioned that the Armet team had to rally around to complete the build of the DOD Gurkhas and the US Navy vehicles **(Add A Tab 177)**. **Note: Skinner had already terminated Armet USA's employees!** Skinner claimed a day or so later that he was unavailable, as he was in a Largo Hospital having suffered a heart attack. This, along with the Wolfgang Stihl or George Stahl development, may have shown that he was spending more time elsewhere, possibly with the FBI than being concerned with Armet's business and the assembly of the DOD JCCI Gurkhas.

From Skinner's email and phone conversations, I became suspicious. My awe of him was over, but nevertheless, I prefer facts. As I write now, I know without a doubt, as will the informed reader, that he was well entrenched working for the FBI in the mind-boggling macho counterintelligence operation against Doronin and me. At the time he wrote his email I thought he was trying to ingratiate himself with the FBI I never gave any thought that he was orchestrating the ruination of Armet's business.

On **December 4, 2006**, I contacted STIHL by email, asking whether they still wanted armoured vehicles and whether they could meet with me, on either December 18, 2006 or January 23, 2007, in Danville (9d Tab 11).

In the meantime, I searched the US government's Commerce Department website for companies interdicted or alleged to have committed offences in exporting defense, ITAR-regulated, or dual-use goods. I searched for STIHL and STAHL throughout the US but could not find anyone with the same name. Additionally, I checked the email and web address on the inquiry from STIHL, noting that it did not exist. I observed that Monk's email address appeared to be related to a US intelligence organisation.

On January 5, 2007: in a long email thread, Skinner writes to Monk and says that he has not heard from our "Guy" (Doronin), nor has Bill. He also asks that Ray, Monk's partner, go to the VIR with Skinner to meet some nice folks that he likely already knows. Monk sends a subsequent email to Skinner asking Skinner to meet him and his partner for lunch in Danville the week of March 19, 2007.

On January 23, 2007, Cody Monk wrote an email to Skinner, copying me, and asked Skinner whether he had heard from "our guy" (Doronin) and if "our guy" could come to their open house **(9d Tab 12).** Skinner also called me and asked whether I could join them. I said that I would call back. I never did, as I was concerned about what skullduggery Monk was plotting when his assertions about the Germans - Stihl and Stahl were unfounded.

On February 2, 2007: Skinner resigns from Armet.

On February 16, 2007, at 11:31 am: in an email thread, Skinner wrote to me:

Is Stepan still going to visit Virginia International Raceway (VIR)? Let me know. **They are anxious to play.** ["they" were the FBI; there were no other "they" I knew of at the time!]

Frank



I responded,

Yes, they are, but he is waiting to conclude the Lukoil [the largest Russian oil company, taken over by one of Putin's in-house oligarchs] contract. Any day now,

Bill

From my perspective, it was my program initiative at the Virginia International Raceway to train the Russian Lukoil drivers at the VIR, which Skinner wholeheartedly embraced. Skinner, possibly drawing on Monk's own FBI creativity, created a tactical driver's course for not only Lukoil's drivers but also for US-based foreign embassies and consulates which surprisingly included a weaponized program of defensive anti-ambush protection!

The VIR was an ideal location for anti-ambush drills, as it had a drive-in live fire shooting range with pop-up targets and intersecting lay-bys (British term) for attackers to block the intended victims' exit. These were friendlier times with Russians; Putin was not the ogre in command, and Doronin endorsed the idea of training, as Armet already had contracts with Russian embassies worldwide to supply protected Toyota Landcruiser and Chevy Suburban SUVs.

Doronin passed the VIR program information to embassy security personnel at the Russian Ministry of Foreign Affairs, (a client of Armet).

Armet's access to business opportunities with the Russian Ministry of External Affairs was partly due to a Toyota Landcruiser that Armet had previously built for the Russian Embassy in Kabul, Afghanistan. The vehicle was struck by a roadside IED and despite the destruction of the engine compartment which was armor-protected, the ambassador and his driver were scarcely injured.

See: Tab: (Skinner-FBI- Doronin)

On February 27, 2007, 9:47 AM: In an email thread to me, Skinner sets out the VIR program for Russian clients. (**ADD A Tab 290-VIR-LessonPlan-Lukoil**)

On March 1, 2007, at 11:55 AM. In an email thread to Stepan Doronin of Russia, Skinner asks about Lukoil and the "Russian Embassy". Advising Armet training would be at VIR or Fort Butner. Skinner names former US Special Forces members, ex-British SAS, and US State Department employees as training officers **(Add B Tab 219).**

On June 5, 2007, at 3:43 PM: it was mentioned in an email by Skinner was no longer employed with O'Gara. However, he can still move forward with Stepan Doronin and Russian driver courses at VIR or **Fort Butner**. Skinner is also working on a program about explosives and WMD (weapons of mass destruction) (Must be FBI vs. Armet!) **(Add B Tab 220)**.

Butner, surely this must have been Frank Skinner and S/A Cody Monk's private joke; Camp Butner was where I was to be incarcerated exactly ten years later, following their long investigation, nearly to the day. When I arrived in June 2017, I flew in business class on CONAIR, with several hundred other convicts, just like in the movies. I was a seventy-two-year-old man, chained by hand and foot arriving at the Butner federal facility! Thankfully I survived my youthful apprenticeship at the British Guards Depot, so this regimented system was survivable for an old soldier.

On June 24, 2007, 7:09 AM: In an email, Skinner introduces Robert Dante of BE- Centric, LLC, to me. After resigning from Armet, Skinner subsequently worked for the O'Gara group, who were running a training facility at the VIR. Dante's firm had set up a communications system for O'Gara (Add B Tab 131).

On July 1, 2007, at 10:23 AM: In an email thread to me, Skinner advised of his meeting with two of Armet's overseas representatives, Preben Arnsfjord (Armet's Danish representative) and Stepan Doronin. Doronin responded and asked about the use of the VIR, and Skinner confirmed that they would lease the facilities to us, and that Camp Butner is also available (Add B Tab 132).

On July 7, 2007, at 2:24 PM: Skinner wrote to me and Rick John, saying he wanted to bounce something off me. He had spare time and wanted to hammer out an agreement with the **VIR**, or with Lee Chewey, (former Seal Team 6) about a facility in West Virginia **(Add B Tab 229)**.

In 2015, I finally confirmed and identified Special Agent Cody Monk with his CV in dozens of entries on the Internet as the FBI's specialist in counterintelligence focusing on digital technologies. This information was never disclosed by the prosecution, but there is no doubt he was behind the orchestration of freezing Armet's email system and the missing exculpatory documents following my indictment in 2012! (Add A Tab 267).

On September 19, 2017: A Motion for Exclusion of Evidence or, in the Alternative, Motion to Dismiss, was filed by Thomas Bondurant with Judge Kiser.

The document included fake email addresses for Cody Monk, who was then known in email as Lance Chandler at reyesdelnorte@gmail.com, and Frank Skinner, who was known in email as Kelly Walsh at str8uptuff@gmail.com.

The points of interest in Bondurant's submission included:

Page #2: Failure of the FBI to advise the defense about covert emails or any responses.

Well before the motion was filed, Skinner was claiming to the FBI and the prosecution that he had amnesia and could not remember anything about the case. He recovered after my conviction and claimed he was the prosecutions guarterback and wanted to be paid!

Armet's Danville server's "I" drive was copied, and a well-scrubbed and sanitized version was handed over by Frank Skinner to the FBI, yet it still contained Brady, Giglio, and Jencks's defense material.

It was clear that Frank Skinner had access to Armet's electronic information long after the termination of his employment.

According to the prosecution disclosure, Skinner continually sought the assistance of government agents; including requesting help with his credit score, asking Special Agent Monk to contact a bank to secure Skinner a home loan; requesting Monk to acquire him a higher security clearance; asking for Monk to acquire a law enforcement officer application and turn it in on Skinner's behalf, and requesting Monk to have him list himself as a character reference for a federal job sought by Skinner. Special Agent Monk assured Skinner, "the offer is always on the table to assist you."

Page #3

Accordingly, Special Agent Cody Monk had an ongoing master/informant relationship with Skinner from August 2006 to 2015.

Included within Bondurant's Motion:

On January 2, 2008: there was an email from S/A Monk (Lance Chandler) to Frank Skinner (Kelly Walsh) regarding an interesting email from **Stepan**: "At least he's staying in contact, which is the most important thing" (**Doc 117 – Motion for Exclusion of Evidence**).

On September 25, 2017, on the first day of my trial, Judge Kiser responded to (Doc 117 – Motion for Exclusion of Evidence) with (Docket #133) Oral Order denying Document #117, Motion to Exclude, and Motion to Dismiss.

Clearly, Frank Skinner, as can be determined by reading the numerous documents in my Wikifactum files, now known by prosecutors as unreliable, was speculating and misleading Special Agent Cody Monk on numerous occasions for nearly nine years about his and my various roles. Likewise, there was Skinner's suave and adroit role in misleading me for the reader to consider. Readers, check within the documents of **Sub-file #15** – SKINNER FRANK-WHISTLE-BLOWER.

Reverting to the foregoing events, you should note that some other issues are optically unusual from my perspective as a former police officer and strikingly, were not mentioned before or during the two trials.

Special Agent Pitman of the FBI, the lead investigator, and the special agent in charge of the case, was always seated in court during my trial but did not give testimony. Neither did he exhibit the usual animated review or examination of documents typical of any case manager I have ever seen when a police officer.

Cody Monk, the FBI's team leader in counterintelligence, was not called as a witness. I wouldn't be surprised if he was hiding out in Texas playing games of cowboys and Indians or working as a counterspy penetrating Russian operations.

What is peculiar and notable is that no search warrants were issued in an extensive fraud case. This is quite unbelievable for lawyers and police officers to comprehend. None of Armet's banks in the US and Canada, were searched and this was not declared to the defense. Although all banking documents were disclosed by the defense in its document dump, none of this information made it into my trial. This shortcoming can only be presumed as unnecessary for the prosecution which is quite unusual for a fraud investigation involving inter-company accounts.

The Bill of Materials (BOM) for building armored carapace bodies in production, the listing of strategic armor materials, ballistic testing certifications and build books, drawings, and unauthorized revised drawings by Steven Skinner, did not require search warrants. Where were they?

Neither were there search warrants at Armet's facilities in Danville, Largo, or Canada.

No seizure anywhere of Armet's extensive collection of computers. No search of payroll records.

No contract reviews.

No inventory and chassis stock review. No chassis purchase review.

No search or official review of other similar production contracts.

Office and accounting staff were not interviewed anywhere except for government witnesses who didn't possess such information.

Off-site business record storage units were not searched in the US or Canada Not even the petty cash drawer was searched.

Parties interested in the decisions of the late Judge Jackson L. Kiser in my criminal trial, should read the entire narrative along with his sub file, trial transcripts and inter-party motions. Judge Kiser's role is an important addition to the stated purpose of the Wikifactum Truth in Justice Program. See: (10. JUDGE JACKSON L KISER) (5e. TRANSCRIPT-TRIAL-DOCS-CRIM) The FCA trial transcripts will also be readable on the WIKIFACTUM.ORG cloud site.

By reading my narrative the reader will understand my insistence on what triggered the FBI investigation against me which is most certainly the issue of my contamination by Agent Orange. This subject is mentioned in great detail in the final pages of this narrative. Many questions about these matters will likely remain to be explored in my cloud sub-files.

Frank Skinner and the FBI pursued me for my dealings with the Russians and their government. I am unqualified to give history lessons to our readers but I do need to provide some background on how I involved my business in Russia, which for a time before Skinner's employment, accelerated the growth of my protected armoured vehicle business.

The Americans and the West as a whole have historical reasons to be wary of the Russian's since the fall of the last Tsar and the creation of the Soviet Union. Due to financial and international pressures, demands by the Russian people and a coup, Mikhail Gorbachev oversaw the breakup of the USSR in late December 1991. Through the crises caused by the breakup, a member of the parliament for Sverdlovsk (Yekaterinburg today) Boris Yeltsin seized the reins and became the first president of a free Russia.

In 1992, Yeltsin visited the United States during the honeymoon period and was given love, kisses, promises of economic aid, and unwritten undertakings by the US and NATO, purportedly drawing a line that NATO would not cross, especially with the former Soviet republics in the Baltic or bordering NATO member countries. I should be forgiven for not properly giving credit for the foregoing history lesson to Wikipedia.

Nevertheless, as soon as the bride was bedded a flood of European and American businesses descended into Russia. A Pittsfield Massachusetts armoured vehicle manufacturer, a competitor of Armet was the reverse. They were descended upon by dozens of officials from hundreds of newly formed private Russian banks.

An American businessman and his Russian wife quickly opened an office in Moscow, initially offering a translation service and then securing a representation agreement with the Pittsfield Company. The American then hired Stepan Doronin, an English speaking employee from the security department of a bank, to work as a salesman and translator.

While the Pittsfield Company shipped hundreds of armoured cash-in-transit trucks to Russian banks through the representative American company where Doronin was employed, they occasionally were unable to cope and ship vehicles on time. They sold vehicles without offering a warranty or service in Russia. Consequently due to wear and tear, there were soon many broken down vehicles on the streets of Moscow.

On one occasion when the US manufacturer was unable to deliver a unit on time, Doronin contacted me at Armet Canada. With a vehicle ready for sale and shipment the unit was immediately purchased by Doronin. Within forty-eight hours, seeking more business opportunities I had a visa and was on a flight to Moscow.

Upon my first meeting with Doronin and his American employer, I immediately sensed a huge opportunity for Armet. I proposed that we provide a warranty and service facility in Moscow as well as undertake material, ballistic and road testing and certification at government facilities under the Russian GOST standards.

During my first visit, I experienced the fantastic welcome, generosity, hospitality and fun given to me by the Russian people I met. All in all, it was a remarkable first experience and I met many future friends.

I arranged visas and flights to Canada and then onwards to Armet US in Florida for Doronin and a highly qualified Moscow-based automotive engineer to inspect and provide advice on Russian certification standards.

Following ballistic certification and roadworthy testing at the Russian Polygon institute, Armet-FOJ quickly became the go-to place in Russia for servicing of commercial and private armoured vehicles. Hundreds of vehicles were shipped by Armet Canada and Armet USA to Russia including to government banks and the Central Bank of Russia.

Prior to Skinner's engagement at Armet in 2004, I spent a lot of my time running my businesses from our office and facilities in Largo Florida. My wife and pre-school children stayed at my mother-in-law's home in Largo just a few minutes' drive from our largo facility. We had lovely friends and neighbours in the area as well as a great crew at our workshop.

We had created well-designed and equipped offices and showroom at Armet's Largo facilities to impress business visitors. My office there was like a comfortable "man cave" with photographs and memorabilia posted around the walls. I had my military and police photographs as well as photographs and certificates from Russia, Bulgaria, Germany and other former clients. We even had a letter from the Governor of Florida welcoming representatives from the Russian Central bank to Florida and praising Armet, framed on a wall.

Soon after Skinner began his tenure as the President of Armet USA in Largo, confirmed in the FCA trial, he was immensely proud of the opportunity he had been given as its president, especially as he originally thought he would be engaged in purchasing. My photographs and memorabilia were removed to a storage cupboard and replaced by Skinner's memorabilia. Thinking I would be offended, Skinner explained that his potential clients from US government agencies might not appreciate seeing foreign memorabilia hanging on the office wall. Being in awe of Major Frank Skinner, US Marines, and the potential for government business, I agreed that he should go right ahead; I was excited to have someone of his caliber in charge.

I was not disappointed with Skinner removing my memorabilia, but I was disappointed with Skinner in many areas. Nevertheless he was usually forgiven. His deliberate undermining of me with our employees as far afield as Canada, Australia and Malta first came to my attention when the longest-serving management employee at Armet Largo, sent me a photograph of my Florida driver's license on his office wall made up as a poster, "Wanted, Dead or Alive!" The photograph

came with the employees warning, "Skinner was not my friend". Regrettably, I ignored the warning for a long time until Skinner discharged most of my Largo employees. Even so, I was slow in responding to the developing crises.

In 2022, unlike when I first arrived in Russia in 1993, many Westerners including myself, who have friends and former business acquaintances in Russia, were not surprised or shocked by what the Russians have done under Putin to try to re- colonize Ukraine. The Russians have forgotten about what they did to subjugate the Ukrainians during the time of the Tsars and the millions who were starved and murdered in the Soviet Union. I have made enough comments to Russian friends and acquaintances about Putin and the plunder and murder of Ukrainians that I would not dare return to Russia and pull the stunts that I undertook in Russia in the 90s for the British government.

What I still do not understand, seventeen years later, is how the FBI's fears and paranoia largely enabled by Skinner's Russo-phobia, led to the commencement of an arguably obtuse and expensive counterintelligence operation that ended in my incarceration. No matter how many times I think about it, it is still beyond belief to me.

AGENT ORANGE

So, you may ask, what does my Agent Orange contamination have to do with the facts alleged in the indictment, my criminal conviction, or sentencing or is this just another one of the many coincidences of 2006? Agent Orange is not related to the facts or allegations against me, but it is a precursor to the investigation and malfeasance by Skinner, investigators, prosecutors and defense attorneys that led to an unjust conviction.

Consider this: In April 2006, I arrived at Armet's facility in Largo, Florida, with the Armet group's financial controller for a meeting with Frank Skinner, an employee and president of Armet USA. The meeting was arranged because Armet Armored Vehicles, Inc. had secured its first contract to supply armored vehicles to the multinational forces, Joint Contracting Command (JCCI), in Iraq. After decisions were made about the instant contract, I shared with Skinner my discovery of my 1966 contamination by Agent Orange by US troops in New Brunswick, Canada. Along with my disclosure I sought his advice on suing the US government through a class action using the US Federal Alien Tort Act.

I told Skinner that my suit would be on behalf of my family, former members of the Scots Guards, and my late father, who had died in 1988 from a rare form of esophageal cancer typical of Agent Orange contamination. There were others in the battalion during my time of service that later died of the same or similar cancers.

As a former British soldier, I sought the help of my colleague, a former US Marine officer and a sympathetic ear. However my disclosure resulted in his refusal to help and an argument about his loyalty to the United States. Skinner a veteran marine officer of the Vietnam War era and an EOD expert, undoubtedly a hero, proved to be a villain. Ending the argument annoyed, I threatened to use the profits of the JCCI multinational contract in a class-action suit about my contamination. Regrettably, my comments put me in dire peril; I simply did not understand Skinner's refusal to help me and his perception of a closed shop to foreigners seeking justice in the United States or even his enlightenment on how its remarkable justice system worked.

My threats to Frank Skinner to use the JCCI contract funds to sue the US government made me an extremely vulnerable and useful target for Frank Skinner and, as it turned out, unpopular with the FBI, DCIS of the US Army, US Marines, and the intelligence community at large. Not to mention after my contamination comments and threats, the FBI's sham Russian counterintelligence operation.

The 1966 Agent Orange cover-up by the United States and complicity by Canada and the United Kingdom and their inaction to take financial care of their former troops and families who had served at Camp Gagetown in New Brunswick, lasted in Canada for over thirty years and in the United States for over forty years. The British were the initiators of the herbicide starting in Malaya in the late 1940s. I will say, typically, as there are so many similar events perpetrated by the British during its empire-building days when civilians and troops were harmed by their careless actions. The British government and war departments often relied on short-term memories and veterans' deaths without the need for compensation or even acknowledgment of responsibility, vicarious or otherwise.

My defense attorney Thomas Bondurant claimed that Judge Jackson L. Kiser issued a "gag order" in chambers on the morning of the criminal trial commencement. This order included prohibiting me and my counsel from discussing my Agent Orange contamination, my father and family health

issue, strokes, prostate cancer, and any mention of the same allegations against me and my acquittal in the previous FCA civil trial with nearly identical criminal allegations.

Let us return to the miscarriages of American justice against me, which were alive in 1966. Others occurred in 2006 and afterwards, culminating in my indictment by the US in 2012 and my federal incarceration in 2017. I was rightfully angry at the US justice system, the Department of Defense, the US State Department, and even the governments of Canada and the United Kingdom, where—typically—the three defense departments abandoned the victims of Agent Orange. Just as the United Kingdom has done following their many operations, which include Palestine, Kenya, Aden, Oman, the Falkland Islands, Northern Ireland, Iraq, and Afghanistan-historically, the British government, no matter what tie they wear, talks loudly but often abandons its troops when it comes to after-action funding. Another country where the British did the same was the period following the Second World War, the 1940s to 1950s in the Federated Malay States—at the time, along with Singapore, a British colony or mandate.

According to Wikipedia, the British government was heavily in debt from the First and Second World Wars and concerned about potential loss from the Malay rubber industry due to an insurrection by many of Malaya's Chinese residents, followers of the Chinese Communist Party, through the Malayan National Liberation Army (MNLA). Ironically, these armed British-trained bandits, some even given gallantry awards, in fighting the Japanese, would be labeled "terrorists" in 2024. However, in the forties and fifties, due to a specific insurance situation with the Lloyds of London underwriters, they were referred to as "bandits" during the Malayan Emergency similar to that of the special military operation of the Russians versus Ukraine! The bandits operated mainly in the jungle, swamps, and scrub along the roads surrounding the rubber plantations or mines. Ambushes against British troops often occurred when soldiers and police patrolled the roadways in response to attacks.

In the late 1940s, the depleted British Army, consisting mostly of short-term conscripted troops who were neither able nor prepared to fight a jungle war that took the fight right to the enemy, decided to even the odds of reducing the ambushes and deaths by spraying the jungle scrub on either side of the roadways with a class of dioxin herbicide, CMU 'Trioxone' a defoliant made by the British company ICI. The product was like the dioxin class used upon the expert advice of the British government by American troops in the Vietnam War. The only change was in name—from

CMU 'Trioxone' to the American colour, most often called Agent Orange, but one of a family of herbicides, including Agent White and others.

Nobody, except Canada and recently the Malaysians, had given thought to the matter of the health of its populace. Nobody from the British side was concerned about the men of the Scots Guards or other guards and infantry regiments who undertook anti-ambush drills in the ambush-prone roadsides of Malaya. Britain's rules concerning secrecy have a minimum 30-year time requirement so it was not until 1984 that the use of defoliants in Malaya could have been released publicly. As usual, it is fair to say that secrecy and time in the United Kingdom are often a cover for liability and debt, a gain, often at the expense of its troops.

In September 1948, my father, Donald McNab Whyte, was the Company Sergeant Major of "G" company, one of the five companies of the 2nd Battalion Scots Guards who were posted to Malaya with the rest of the Guards Brigade to reinforce other British troops in the emergency. Were my father and other members of his battalion later contaminated by these chemicals when setting up their counter-ambushes on the jungle and road verges? We will never know, shamefully, as the British government and army clamped down on the matter, and even the assistance and firsthand Malaya herbicide advice given *in situ* by the SAS to the US forces in Vietnam was never common knowledge. My father's service in Malaya, if contaminated by the British herbicide would have had a long-term effect on my two younger brothers, Ian and James and their children.

AGENT ORANGE files see: (BRITAINS FORGOTTEN WAR FOR RUBBER; BRITAIN'S SECRET WAR IN VIETNAM; DONALD PACE STICKING; NEE SOON).

When I was first incarcerated in 2017, my initial idea was to set up a website for the benefit of my children upon my release. I wanted to provide an anecdotal description, of the "who, what, when, where, and why as well as the "how" to describe and publicize the events that occurred from 1949 through to 1966 ultimately leading to my incarceration in 2017. I wanted my children to be able to refer to the real injustice through which they were already living, compounded by the humiliation and shame of their father's incarceration.

According to the Agent Orange Association of Canada, the Royal Canadian Legion, and the British Royal Legion, the Second Battalion Scots Guards, in which I served as a soldier in 1966, was contaminated by an American chemical agent known as Agent Orange. My father and others with whom I served in 1966 had also served in Malaya during the herbicide-spraying campaign,

including Lt. Colonel John Swinton, my distinguished and regimented commanding officer at Camp Gagetown. Swinton ended his army career as Major-General of the Guards Division. His daughter Tilda is a movie celebrity one of his two sons, William Swinton MBE, eventually became Colonel of the Scots Guards. Were the Swinton children contaminated through their father? I doubt even the Swintons know about the secret covenant of British, Canadian and American governments to hush talk of the use or contamination of their late father by dioxin. Nowhere have I read about dioxin, Agent Orange, and the two connected parallel events contaminating men of the Scots Guards. **AGENT ORANGE files see: (GUARDS MAGAZINE).**

To be clear, here is the crux of my ire, the precursor to my indictment—more sinister to me than even my incarceration and lost police and military friendships— was the outrageous conduct of agencies of the United States, including the Justice Department and the State Department, especially the Justice Department's subsequent cover-up at my trials of my possible contamination by Agent Orange when I was a twenty-one-year-old British soldier stationed at a Canadian Army base at Camp Gagetown, New Brunswick. In 1966, American troops sprayed the military training area at Gagetown, directly contaminating five hundred soldiers of the Second Battalion, the Scots Guards, men of the British Army regiment in which I and my father served together in the summer of 1966. I clearly assert an injustice. Sent to jail for crimes I did not commit, but, worse, I suffered a despicable injustice, supreme prosecutorial crimes of the highest order from those in ultimate authority who knew full well it was a bogus trial! See attached: **AGENT ORANGE files see:** (Sub-file #121 – AGENT ORANGE) and (WHYTE) and (24000449).

In 1968, I immigrated to Canada from the United Kingdom to join the Metropolitan Toronto Police Force. In 2006, the Canadian media published an exposé about the army base at Camp Gagetown. It was only then, with a shudder, that I realized the harm done to contaminated civilian and military victims in Vietnam and my 1966 Agent Orange contamination when I, along with other British soldiers, men of the Scots Guards, and another soldier, my late father, were encamped at the base's rugged field-training area for nearly three dusty months. As I had four children born after 1966 and one stillbirth, the news release shook me, especially as each child had various medical conditions. (One son, James, passed away in 2023 at the age of 45 while still serving as a Canadian Army reservist).

I recall my father, the Battalion QM while at Camp Gagetown in 1966, complaining about the similarity of the acrid smell of the chemicals the US Army troops were spraying at Gagetown to

that he and other senior members of my Battalion, several still present at Gagetown who had served in Malaya in 1949 and 1950 experienced. Our discussion on the day was about a familial event, and he went on to relate his conversation with the Battalion's Second in Command, Major Tony Harrison, who had also served in Malaya with the Battalion. Apparently while in the Malay Federation, patrolling a swampy industrial area following a bandit attack on the lumber and coal mills, soldiers were handicapped in their search for the bandits by the noxious smell of chemical spraying just applied in the mill area, so like the smell in Gagetown.

The conversation with my father had been about the spraying and was due to advice given to our company commanders for their troops to cover their noses with handkerchiefs, in reality, more like sleeves. It probably never dawned on my father how serious his two encounters with a malevolent dioxin herbicide could have been for his health. Even after being diagnosed with terminal cancer, he died without knowing.

The men of the US armed forces conducted the spraying of the Camp Gagetown military area which was eventually recognized by the media as being from the New Jersey National Guard. Following a class-action suit against the chemical manufacturer and the US government, the case was settled with payments to all the US service members involved.

As I did at my sentencing, I now conclude my narrative with a mention of another poem that is a firm favorite among former British soldiers and school children: Rudyard Kipling's – "**IF**"

It speaks to me about events, dreams, where I have been, what I have faced, success and failure.

It is understandable that the reader may be wary of my narrative, but do not be skeptical – simply verify using the available references.

To confirm each of my statements made in this narrative and support my allegations, I have made every relevant document available in chronological order for interested parties to read, locatable in my vault on Wikifactum's site on the Cloud.

The following listing shows the files and sub-files available on the cloud. A summary within the file outlines the content of each relevant PDF with a numbered tab. This information is provided to the reader to verify or ascertain its importance as an exculpatory document.

Most of the following files and documents were created pre-September 2017, and those subjects were all provided to my lawyers, Thomas Bondurant and Justin Lugar, members of Gentry Lock, Attorneys at Law.

NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
1	INDICTMENT-FBI-RELEASE	Published by news media
2	GRAND JURY TRANSCRIPTS	COURT REPORTER Witness testimony
3	INDICTMENT-FBI-RELEASE	Provided to news media
4	CANADA RECORD OF THE CASE FOR EXTRADITION	Record of the case Canadian Ministry of Justice. Includes Canadian defense Lawyers reply submissions
5	DOUGLAS RANSOM INVESTIGATIONS	Canadian Private Investigation of US indictment and allegations for Canadian lawyers
6	FALSE CLAIMS ACT WOODS ROGERS –LAWYERS ROANOAK, VIRGINIA	Civil defense lawyers for the False Claims Act, civil trial. Includes: Role of lawyer Thomas Callahan
7	FALSE CLAIMS ACT REPRESENTED BY WOODS ROGERS WITH LAWYER PATICE HOLLAND	Concerns Criminal Defense Lawyers, Thomas Bondurant and Justin Lugar. Failure to communicate and obtain from lawyers at Woods Rogers FCA Trial files for Criminal Trial.
8	GENTRY LOCKE- LAWYERS ROANOKE, VIRGINIA	Defense lawyers criminal trial
9	GENTRY LOCKE -APPEALS	Appeal undertaken by Managing partner and lawyer, Monica Monday
10	VIRGINIA BAR COMPLAINT	Virginia Bar complaint against lawyer Justin Lugar GENTRY LOCKE

NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
11	SUMMARIES & TABS	Prepared by Whyte as of Sept 17, 2017 with corresponding files numbered from 01 to 131 . Provided to Gentry Lock Lawyers. The 65 documents indicated in this chart reflect what are considered as more relevant for the reader to consider. The remainder are available upon request.
12	ASSISTANT US ATTORNEY PROSECUTOR HEATHER L. CARLTON	General information. More specific comments about her role are mostly included in the files of Frank Skinner.
13	JOHN SHOENEWEIS SPECIAL AGENT DEFENSE CRIMINAL INVESTIGATION SERVICE	DOD Investigator – Member of FBI investigative Team
14	FEDERAL JUDGE JACKSON L. KISER	Presided in Civil and Criminal Trials of Whyte. Includes narrative and tabs about Judge Kiser's role in the two trials
15	MONK CODY FBI SPECIAL AGENT	Narrative and Tabs concerning his role in Skinner's inspired second operation; The Russian Counter intelligence job.
16	PRE-SENTENCE REPORT	Prepared by a Federal probation officer who undertakes an investigation of the convicted, gives opinion to the Courts
17	JCCI GURKHA PHOTOS	Canada and Iraq
18	SKINNER FRANK WHISTLE- BLOWER	PRESIDENT OF ARMET USA
19	WHISTLE-BLOWER INFORMATION	Role, conduct and compensation of Whistleblowers, honest and dishonest.
20	FRANK SKINNER MISAPPROPORIATION OF EODT - FUNDS	CONTRACT FOR SUPPLY ARMOR STEEL PLATE to EODT. US-IRAQ BASED CLIENT
21	STEPHEN SKINNER	Son of Frank Skinner. (Disabled) Modified drawings and specifications by Auto-Cad, Armet's Gurkha drawings

NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
22	SCOTT VERONA FBI I INFORMANT	FACTORY ENGINEER -ARMET FLORIDA
23	VENTIMIGLIA JOHN	QUALITY MANAGER -ARMET FLORIDA LATER INTERIM MANAGER AT DANVILLE
24	DAVIDSON DOUGLAS CFO ARMET GROUP	Accounting and relevant email
25	RICKY MARK JOHN FBI INFORMANT	MANAGER OF ARMET DANVILLE
26	CYNTHIA BRADEN MANAGING DIRECTOR ARMET GROUP	General Information
27	USMAN Bashir FBI INFORMANT	Braden's assistant
28	ROBINSON KEVIN	FOREMAN ARMET FLORIDA
29	ANDRE POTEMPSKI	Sales Manager Canada Theft of Armet computer with DOD JCCI – AUTO CAD drawings
30	PROGRESS PAYMENT FROM US DOD (JCCI)TO ARMET ARMORED INC	
31	GURKHA DOOR LOCKS	ARMOR DEFICIENCIES
32	LLOYDS -LONSDALE	INSURANCE BROKERS AT LLOYDS
33	BROOK BOWATER LLOYDS OF LONDON PRE-INSURANCE CONSULTANT	
34	NIGERIA-GOVERNMENTS GURKHA CONTRACTS	ALLEGEDLY RELATED TO INDICTMENT NOT PROVEN AS SUCH
35	GURKHA – email – JCCI DRAWINGS	
36	GURKHA ROOF PROTECTION	Armor deficiency

	BESTOR	CUDIECT MATTER IN EACH
NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
<i>37</i>	GURKHA FLOOR PROTECTION	Armor deficiency
38	GURKHA LOCK PROTECTION	Armor deficiency
39	TURRET PROTECTION & SLEWING RINGS	Turret Armor deficiency
40	WHEELS SUMMARY	Concerns deficiency. Faulty wheel rims, warranty replaced. Shipped, not collected or installed by DOD JCCI at Baghdad I/A.
41	SKYLINK AVIATION BAGHDAD AIRPORT	CONTRACTED WITH ARMET PROVIDED GURKHA WORKSHOP
42	CRIMINAL DOCKET	Listing of Motions by the Prosecution and Defense with Replies and notices Issued by Judge Jackson L. Kiser
43	CRIMINAL TRANSCRIPTS DOCUMENTS	Court reporter transcripts of witness testimony. Includes defense, Whyte, prosecution and Presiding judge Jackson L. Kiser
44	OLYMPIC STEEL COMPANY	Supplier of High Hard armour-plate
45	GURKHA CARAPACE KITS SUB – CONTRACT	
46	CHASSIS CABS FORD F550 VIN NUMBERS	
47	MIKE MIHAJLOVIC ARMET CONTRACT MECHANICAL ENGINEER	PROTOYPING ENGINEER RELATED TO ISSUES IN AFGHANISTAN AND IRAQ
48	ZHANG MIN AUTO-CAD ENGINEER	
49	STEPAN DORONIN ARMET IN RUSSIA SALES REPRESENTATIVE	

NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
50	KEN EVANS CONSULTANT - BLAST	MECHANICAL ENGINEER FORMER TORONTO POLICE EOD EXPERT
51	KBR-KJAER CONTRACT US-ARMY CORPS OF ENGINEERS. AFGHANISTAN	Armored Tactical gun-trucks. With similar deficiencies to JCCI contract. Repaired under warranty
52	GURKHA CARAPACES SHIPPED ARMET LARGO TO ARMET CANADA	Frank Skinner's allegations about Whyte removing production for DOD JCCI to the Canadian operation
53	AIP – AOP - DMR STANDARD OPERATING PROCEDURES	
54	DOD (JCCI) CONTRACT CANCELATION	Includes Armet's unilateral cancellation of the contracts
55	BALLISTIC CERTIFICATES AMMUNITION CHARTS	
<i>56</i>	GURKHA – DOD-JCCI DESIGN DRAWINGS	
57	EMPOWERED SUPER USER	US government authorizing only US citizens to export defense equipment
58	USIS SECURITY DOD CONTRACT POLICE TRAINING IRAQ	END-USER for DOD training of police GURKHA vehicles in Iraq
59	NEWS MEDIA	News reports about William Whyte And Armet Armored Vehicles Group
60	INSPECTION REPORTS ON GURKHA VEHICLE COMPLETION	
61	DOUGLAS RANSOM	Pro-Bono support

NOTE	HEADINGS FOR EACH FOLDER	SUBJECT MATTER IN EACH SUB-FOLDER WITH CHRONOLOGICAL SUMMARY, OF ENCLOSED PDF-DOCUMENTS
62	POWER – POINT – PRESENTATIONS	VARIOUS ENCLOSED
63	BUREAU of PRISONS	BOP web site and public information about William Robert Whyte
64	TRAIL READY WHEELS	Non-compliant defective wheel rims
65	USA 6X6 WHEELS	Non-compliant defective wheel rims
66	BALKAN APC SOUTH CAROLINA	
67	ENGINEERING ETHICS	
68	GURKHA VIDEOS	Various
69	FBI TESTING GURKHA AT RICHMOND VIRGINIA	Photographs taken by Frank Skinner
70	RUSSIAN GOVERNMENT	
71	AGENT ORANGE	
72	INDEX and FILES	LISTING OF FILE BOXES IN 2017
73	EDWARD OKUNE INDICTMENT	DEFRAUDED WHYTE IN FUNDS FROM SALE OF LARGO FACTORY BUILDING