

Chapter 10: Real-World Application—The Fort Bliss Shell Game

How a \$1.3 Billion Detention Contract Exposes the Corporatocracy

For nine chapters, we have explored the breach of trust framework in theory. We have examined the five fiduciary duties government officers owe to the People, the four-part test for proving breach, the critical distinction between simple and fraudulent breach, the void ab initio doctrine, and the mechanisms for piercing qualified immunity.

Now we move from theory to practice. The Fort Bliss detention operation provides a perfect case study demonstrating how the breach of trust framework can be applied to expose and challenge systematic fraud in federal contracts. This is not abstract legal theory—this is a **practical tool for constitutional restoration**.

The Shell Game: Four Layers of Deception

When you examine Department of the Army Contract W9124J-24-C-0019, you will not find the word “prison.” You will not see “detention guards” or “prisoner transport.” Instead, you will find a \$1.3 billion award for something called “Logistics Support Services.”

This simple classification trick allows the de facto government to bypass standard oversight and hand one of the largest detention contracts in history to a company that operates out of a single-family home in suburban Virginia. This is not bureaucratic incompetence. This is **fraudulent breach of trust**—and it perfectly illustrates how the corporatocracy operates in plain sight.

The Fort Bliss detention operation is not run by a single entity. It is a carefully constructed shell game with four distinct layers, each designed to obscure accountability and bypass constitutional constraints.

Layer 1: The Liability Shield

Acquisition Logistics, LLC holds the prime contract. On paper, it is a Service Disabled Veteran Owned Small Business (SDVOSB) owned by Ken A. Wagner, a 77-year-old retired Navy officer. The SDVOSB status allows the Department of the Army to fast-track the contract without the scrutiny a major defense firm would face.

But here is the problem: Acquisition Logistics has no corrections experience, no detention facility infrastructure, and no corporate office. Its headquarters is listed as **502 Branway Drive, Henrico, Virginia**—a single-family residential home. This is not a billion-dollar operation. It is a **liability shield**.

Layer 2: The Subcontractor (The Muscle)

Because Acquisition Logistics cannot actually run a detention facility, the real work is subcontracted to **Disaster Management Group, LLC (DMG)**, owned by Nathan Albers. You will not find DMG on the prime contract. They are hidden in the “subcontractor layer,” where public scrutiny is minimal.

Why the concealment? Albers is a controversial figure in the disaster and detention industry. His previous ventures have faced scrutiny for labor violations. By hiding DMG behind Acquisition Logistics, the Army avoids the bad PR of directly hiring a vendor with a checkered past. DMG provides the guards, the buses, and the operational staff. They are the hands; Acquisition Logistics is just the glove.

Layer 3: The Transport Network (The Funnel)

Detainees do not simply appear at Fort Bliss. They are transported via **Swift Air** (operating as iAero Airways) on what flight logs call “shuffle flights”—routes like Minneapolis to El Paso under the call sign SWQ. These flights land at **El Paso International Airport**, where detainees are moved from the tarmac to unmarked buses, bypassing public terminals entirely.

This transport layer ensures the operation remains invisible to the public. No media coverage, no public observation, no accountability.

Layer 4: The Jurisdictional Shield

The facility itself—**Camp East Montana**—sits on the Fort Bliss Military Reservation, which operates under **Federal Enclave** status. This jurisdictional designation is the key to the entire operation. By claiming Federal Enclave authority, the Army overrides Indigenous land claims (including the Rancho de Ysleta and Texas & Pacific Reserve), blocks the City of El Paso from enforcing local health and safety codes, and creates a **legal black hole** where constitutional protections are systematically ignored.

Applying the Breach of Trust Framework

Now that we understand the structure of the operation, let us apply the breach of trust framework we have developed throughout this guide.

Step 1: Identify the Trust Relationship

Department of the Army officers hold positions of public trust. Their constitutional oath creates a fiduciary relationship with the People. This is not a private business transaction—this is a trust relationship where officers are bound by fiduciary duties.

Step 2: Identify the Fiduciary Duties Owed

Officers owe five fiduciary duties to the People:

1. **Loyalty** - Serve the People's interests, not corporate interests
2. **Good Faith** - Act honestly and transparently
3. **Care** - Exercise reasonable diligence and competence
4. **Disclosure** - Provide full and accurate information
5. **Constitutional Limits** - Operate within constitutional constraints

Step 3: Prove the Breach

The Fort Bliss operation violates **every single fiduciary duty**:

Duty of Loyalty: Violated

Officers prioritized corporate interests over constitutional obligations. They used the SDVOSB status as a cover to fast-track a contract to a company that should not qualify. They subcontracted to an entity with a problematic history to avoid direct accountability. This is not serving the People—this is serving the corporatocracy.

Duty of Good Faith: Violated

Officers deliberately misclassified the contract as “Logistics Support Services” to bypass oversight mechanisms designed to scrutinize detention operations. They used a residential address as the corporate headquarters, creating a fraudulent representation. They concealed DMG’s involvement to avoid public scrutiny. These are not good faith errors—they are **intentional deceptions**.

Duty of Care: Violated

Officers failed to conduct proper due diligence on Acquisition Logistics. They ignored obvious red flags: a residential headquarters, no corrections experience, a 77-year-old owner with no operational capacity. They allowed a \$1.3 billion contract to flow to an entity that exists only on paper. This is not negligence—it is willful blindness.

Duty of Disclosure: Violated

Officers concealed the true nature of the contract, hid DMG’s involvement, and failed to disclose jurisdictional conflicts with Indigenous land claims. The public—the true beneficiaries of the constitutional trust—were kept in the dark while \$1.3 billion in public funds flowed through a shell company scheme.

Duty to Obey Constitutional Limits: Violated

Officers used Federal Enclave status to override local sovereignty, bypassed separation of powers by creating a jurisdictional black hole, and ignored due process protections for detainees. The Constitution does not grant the executive branch authority to create legal vacuums where rights disappear. This is **jurisdictional usurpation**.

Step 4: Demonstrate Harm

The breach resulted in concrete harm:

- Detainees are subjected to a facility without proper oversight
- Indigenous land claims are overridden without due process

- The City of El Paso cannot enforce health and safety codes
- \$1.3 billion in public funds are diverted through a fraudulent scheme
- Constitutional protections are systematically ignored

All four elements of the breach of trust test are present. This is **fraudulent breach of trust**.

Simple vs. Fraudulent Breach: Why It Matters

Not all breaches of trust are equal. As we established in Chapter 5, a **simple breach** involves negligence or good faith error. A **fraudulent breach** involves intentional deception, material misrepresentation, and knowing violation of duty.

The Fort Bliss operation is **fraudulent breach** because it involves:

- **Intentional Deception:** The contract was deliberately misclassified as “logistics” instead of “detention”
- **Material Misrepresentation:** A residential home was presented as a corporate headquarters
- **Concealment:** DMG was hidden in the subcontractor layer to avoid scrutiny
- **Knowing Violation:** Officers knew the SDVOSB status would fast-track the contract without proper oversight
- **Systemic Pattern:** Multiple layers of deception were constructed (shell company, subcontractor, transport, jurisdictional shield)

Why does this distinction matter? Because fraudulent breach triggers the doctrine of **void ab initio**.

Void Ab Initio: The Contract Never Existed

As we explored in Chapter 6, the Supreme Court established in *United States v. Throckmorton* (1878) that “**fraud vitiates everything it touches.**” When fraud is present, the fraudulent act is **void from inception**—it has no lawful effect from the moment it was committed. It cannot be ratified, cured, or validated.

Applied to the Fort Bliss case, this means:

- **Contract W9124J-24-C-0019 is void from inception.** It never had lawful authority.
- **All detention activities under this contract lack lawful authority.** Every action taken is without constitutional foundation.
- **All payments made are subject to recovery.** The \$1.3 billion can be clawed back.
- **All officers involved operated without lawful authority.** They cannot claim they were “just following orders” or “acting within their authority” because the authority itself was fraudulent.

This is not a technicality. This is the constitutional mechanism for unwinding fraud and restoring the rule of law.

Piercing Qualified Immunity

As we examined in Chapter 7, government officers typically hide behind **qualified immunity**—the doctrine that shields them from personal liability unless they violate “clearly established” constitutional rights. But qualified immunity has three critical exceptions, and all three apply to the Fort Bliss case.

Exception 1: Clearly Established Law

The right to due process in detention is clearly established. The prohibition on fraudulent government contracts is clearly established. The requirement to respect Indigenous land rights is clearly established. Officers cannot claim ignorance.

Exception 2: Fraudulent Breach

Intentional deception destroys qualified immunity. Officers who act in bad faith—who knowingly violate their fiduciary duties through fraud—lose immunity protection. Their personal assets become subject to liability.

Exception 3: Outside Scope of Authority

Misclassifying contracts, using shell companies to bypass oversight, and overriding local sovereignty via Federal Enclave status all exceed lawful authority. Officers who

act outside their constitutional authority cannot claim immunity for those actions.

All three exceptions apply to the Fort Bliss case. **Qualified immunity is pierced.** Officers face personal liability.

Constitutional Violations: A Comprehensive Catalog

The Fort Bliss operation violates multiple constitutional provisions:

Due Process Violations (5th Amendment)

Detainees are held in a facility without proper oversight, transported via unmarked buses bypassing public terminals, and subjected to a jurisdictional black hole where constitutional protections are systematically ignored.

Property Rights Violations (5th Amendment)

Indigenous land claims (Rancho de Ysleta, Texas & Pacific Reserve) are overridden without due process. The Federal Enclave status is used to bypass constitutional protections for property rights.

Separation of Powers Violations

The executive branch (Department of the Army) is creating a jurisdictional shield that bypasses Congressional oversight and judicial review. This violates the fundamental principle that no single branch can operate without checks and balances.

Federalism Violations (10th Amendment)

The City of El Paso is blocked from enforcing local health, safety, and zoning codes. State sovereignty is overridden by Federal Enclave status. The Constitution reserves powers not delegated to the federal government to the states and the People—this operation tramples that reservation.

Fraud and Corruption

The shell company scheme, residential address as corporate headquarters, SDVOSB status used as a fast-track mechanism, and subcontractor concealment all constitute

fraud against the United States and the People.

Remedies: What Can Be Done

As we explored in Chapter 8, the breach of trust framework provides three categories of remedies: civil, criminal, and collateral attack. Let us apply each category to the Fort Bliss case.

Civil Remedies

Declaratory Judgment: A court can declare the contract void ab initio, declare all actions under the contract without lawful authority, and declare the Federal Enclave status improperly applied.

Injunctive Relief: A court can immediately halt all detention activities, prohibit further payments under the contract, and restore local jurisdiction.

Damages: Recovery of all contract payments (\$1.3 billion), compensation for detainees subjected to unlawful detention, compensation for Indigenous land rights violations, and punitive damages for fraudulent breach.

Personal Liability (42 U.S.C. § 1983): Individual officers can be sued for constitutional violations. With qualified immunity pierced, their personal assets are at risk.

Criminal Remedies

18 U.S.C. § 242 - Deprivation of Rights Under Color of Law: Willful deprivation of constitutional rights while acting under government authority. Penalty: up to life imprisonment if death results.

18 U.S.C. § 371 - Conspiracy to Defraud: Agreement to defraud the United States through overt acts (contract execution). Penalty: up to 5 years imprisonment.

18 U.S.C. § 1341 - Mail Fraud: Use of mail or wire in furtherance of a fraud scheme (contract documents, payments). Penalty: up to 20 years imprisonment.

18 U.S.C. § 1962 - RICO (Racketeering): Pattern of racketeering activity (fraud, mail fraud) conducted through an enterprise (Acquisition Logistics + DMG + Swift Air).

Penalty: up to 20 years imprisonment, forfeiture of assets (\$1.3 billion).

Collateral Attack

Habeas Corpus Petitions: Detainees can challenge the lawfulness of their detention. If the contract is void ab initio, there is no lawful authority for detention. Immediate release is required.

Quo Warranto: Citizens can challenge the authority of officers to operate the facility. If the contract is void, officers must show valid authority or cease operations.

Mandamus: Citizens can compel officers to perform their constitutional duties—including the duty to operate within constitutional limits and respect jurisdictional boundaries.

Why This Matters: The Corporatocracy in Action

The Fort Bliss case is not an isolated incident. It is a **blueprint** for how the corporatocracy operates. Shell companies, subcontractor concealment, jurisdictional shields, and contract misclassification are used across the federal government to bypass oversight, evade accountability, and funnel public funds to private interests.

This is what happens when we abandon the constitutional framework and allow the de facto corporate government to operate without constraint. The **de jure Constitutional Republic** is supposed to guarantee a republican form of government where power is checked, rights are protected, and officers are held accountable. The **de facto corporatocracy** operates through fraud, deception, and jurisdictional manipulation.

The breach of trust framework gives us the tools to challenge this system. By identifying fiduciary duties, proving breaches, invoking void ab initio, and piercing qualified immunity, we can hold officers personally accountable and restore constitutional governance.

The Path Forward: Five-Phase Strategy

The complete dossier on the Fort Bliss operation—including every contract number, CAGE code, flight log, and corporate filing—has been compiled and archived for

preservation. This is **Phase 1: Exposure**.

Phase 2: Legal Challenge involves filing declaratory judgment actions to declare the contract void ab initio, injunctive relief motions to halt operations, and habeas corpus petitions on behalf of detainees. Timeline: 30-60 days.

Phase 3: Personal Liability involves identifying all officers involved in contract execution and filing § 1983 actions to pierce qualified immunity and impose personal liability. Timeline: 60-90 days.

Phase 4: Criminal Prosecution involves referring the case to the Department of Justice for criminal investigation and pursuing RICO charges against the enterprise. Timeline: 90-180 days.

Phase 5: Systemic Reform involves using this case as precedent for challenging other shell company schemes, advocating for contract oversight reform, and restoring proper separation of powers. Timeline: 12-24 months.

This is not just about fixing one detention facility. This is about **restoring the Constitutional Republic**.

Conclusion: From Theory to Practice

For nine chapters, we have explored the breach of trust framework in theory. We have examined the five fiduciary duties, the four-part test, the distinction between simple and fraudulent breach, the void ab initio doctrine, and the mechanisms for piercing qualified immunity.

The Fort Bliss case shows this framework in practice. It demonstrates how real-world constitutional violations can be analyzed, challenged, and remedied using the principles we have established. It proves that the breach of trust framework is not abstract legal theory—it is a **practical tool for constitutional restoration**.

The corporatocracy operates through deception, but deception cannot withstand exposure. Fraud vitiates everything it touches. The Constitution remains the supreme law of the land, and officers who violate their fiduciary duties face personal liability.

The question is not whether we have the tools to restore constitutional governance. The question is whether we have the courage to use them.

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