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PETITION TO CONFIRM ARBITRATION AWARD

"ARBITRATION AWARD"

## Arbitration Award

IN THE MATTER OF THE  
ARBITRATION BETWEEN:

Demetrius Jermaine Hawkins,  
Claimant

)  
) Contract Item No. 511328-DK  
) Ex re nata UNITED STATES OF AMERICA  
) v. DEMETRIUS JERMAINE HAWKINS,  
) No. 2:06-cr-00012-UWC-04 (M.D. Ala. 2006)  
)  
)  
)

) Arbitration Award.  
)  
)  
)

UNITED STATES OF AMERICA,  
Eric H. Holder, Jr., UNITED STATES  
ATTORNEY GENERAL,  
Kent B. Brunson, UNITED STATES ATTORNEY,  
NORTHERN DISTRICT OF ALABAMA,  
Respondent(s)

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) 9 U.S.C. § 9  
)  
)

Arbitrator: Meagan E. Russell  
Hearing Location: Arlington, Texas

The arbitrator having considered the claimant's request for modification of the September 4, 2014, arbitration award pursuant to Title 9 of the United States Code at section 11(c) as to matter of form not affecting the merits of the decision, and further after properly noticing respondents as to the requested modification, the arbitrator hereby GRANTS the modification as to format and amendments to the calculations and dates noted in the original award and does ISSUE this modified and amended award forthwith. The original issue date of the award is unaffected and remains the official date of issuance.

AWARD

WHEREAS the above-captioned matter was sent to arbitration on August 4, 2014.

WHEREAS the arbitrator, Meagan E. Russell, fully considered and granted the Claimant's request for summary disposition, and further considered all the affidavits, exhibits, evidence, and matters as to the Contract Item No. 511328-DK ('Contract'), its terms, promises, and obligations, as well as the relevant law and facts in support as presented during the arbitration of this controversy.

WHEREAS the Respondent(s) in the related action charged the Claimant with violating commercial regulatory statutes by way of indictment, specifically at title 21 of the United States Code at section 841. Said statute derives its authority and jurisdiction from the Constitution's Commerce Clause under Article I, Section 8, clause 3. The related case was filed in the UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION, and was entitled UNITED STATES OF AMERICA v. DEMETRIUS JERMAINE HAWKINS, Index No. 2:06-cr-00012-UWC-04. Claimant entered into a legally binding contractual relationship with Respondent(s) and the arbitrator found that no fraud in the inducement to contract or fraud in the factum was present. Thus, Respondent(s) are bound to the terms and obligations agreed upon and imposed on them. Further, the arbitrator found that all elements of forming an agreement and legally binding commercial contract are satisfied.

WHEREAS the Contract clearly expressed that the method to settle and resolve any/all disputes arising thereunder be settled by arbitration under the authority of the Federal Arbitration Act, and further stipulated and appointed Meagan E. Russell as the agreed upon arbitrator of record. Respondent(s) did not object, protest, or attempt to amend any portion of said provisions at any time. The Contract stated that any final and binding arbitration award may be confirmed in the UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION, or the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, pursuant to title 9 of the United States Code at sections 9 and 13.

WHEREAS it was found and determined by the arbitrator that the Respondent(s) agreed that they committed numerous violations of Claimant's constitutional and civil rights in the related case noted herein above, breached the terms of the contract, failed to perform to their agreed upon obligations, and thus created a dispute that requires resolution by this arbitration and award.

WHEREAS the parties stipulated and agreed that the related case and its judgment and sentence are void ab initio.

WHEREAS the parties stipulated and agreed that, in addition to other remedies, actual damages are to be assessed according to the case of *Trezevant v. City of Tampa*, 741 F.2d 336, 341 (11th Cir. 1984) (holding that \$25,000.00 for every 23 minutes of unlawful incarceration was appropriate). Using this method, the following facts are found and determined to be applied toward the formula for an accurate calculation of actual damages:

Claimant has been unlawfully imprisoned and held under custody since January 16, 2006 up to and including the date of this award being September 4, 2014; a period of 3153 total days.

One day consists of 24 hours, each hour being 60 minutes, for a total of 1440 minutes per day. 1440 minutes divided by 23 minutes is: 62.60869565 times the amount of \$25,000.00 = \$1,565,217.39.

\$1,565,217.39 times 3153 days = \$4,925,130,430.67

WHEREAS the Contract stated that punitive damages can be optionally assessed. However, the contract remains silent on as to any cases that would direct the arbitrator to develop a formula to determine punitive damages. It is deemed that punitive damages may be warranted in the event that the Respondent(s) do not voluntarily comply with this award. In such an event, the arbitrator imposes punitive damages at a rate of 10 times the amount of actual damages, in addition to other remedies awarded, pursuant to *Pacific Mut. Life Ins. Co. v. Haslip*, 499 US 1 (1991).

ACCORDINGLY, IT IS HEREBY AWARDED that:

1. That the action entitled UNITED STATES OF AMERICA v. DEMETRIUS JERMAINE HAWKINS, No. 2:06-cr-00012-UWC-04, emanating out of the UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION, its judgment(s), order(s), pleading(s), paper(s), and sentence(s) are void ab initio;

2. That Demetriues Jermaine Hawkins be released forthwith from any and all incarceration, custody, and control of the UNITED STATES OF AMERICA, U.S. DEPARTMENT OF JUSTICE, Office of the Attorney General, FEDERAL BUREAU OF PRISONS, et al.;

3. That the UNITED STATES OF AMERICA, its agents, officers, employees, assigns, etc. are restrained and enjoined from attempting to prosecute Demetriues Jermaine Hawkins as it relates to the matters involving this arbitration and the aforesaid underlying void action referenced herein above at point 1, in addition to any other cases that may relate in any way to these matters;

4. Any and all records, system of records, alerts, notices, classifications, publications, postings, library catalogs, and the like in their entirety that reference Demetriues Jermaine Hawkins, including, but not limited to, any and all variations in spelling of said name and alpha numerical identifiers assigned to said name(s), be expunged, deleted, destroyed, and/or returned to Demetriues Jermaine Hawkins, as it relates to any and all matters of this arbitration proceeding, the underlying contract, and the aforesaid related judicial action referenced herein above at point 1, within 30-days from the issuance of this award;

5. That Demetriues Jermaine Hawkins recover from UNITED STATES OF AMERICA, U.S. DEPARTMENT OF JUSTICE, the principle sum of \$4,925,130,430.67, in actual damages, to include an additional \$1,565,217.39 for every day after the issuance of this award Demetriues Jermaine Hawkins is unlawfully imprisoned. Said damages are to be due and payable in full upon receipt and notice of this award to the UNITED STATES OF AMERICA, U.S. DEPARTMENT OF JUSTICE, U.S. DEPARTMENT OF THE TREASURY, their agents, officers, employees, assigns, etc.; and payment instructions shall be included with an invoice or letter of direction by Demetriues Jermaine Hawkins, and/or his assigns, to any one of the above listed government departments;

6. That Demetriues Jermaine Hawkins recover punitive damages equivalent to ten-times (10X) the amount of actual damages conditioned upon the Respondent(s) failing to voluntarily comply with this award, and Demetriues Jermaine Hawkins is forced to petition the UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION for confirmation and enforcement of this award;

7. That the arbitrator, Meagan E. Russell, recover from the UNITED STATES OF AMERICA, U.S. DEPARTMENT OF JUSTICE, the amount of \$3,600.00 for costs and fees of conducting the arbitration. Said fee schedule is set at the rate of \$300.00 per hour. Payment is due in full upon presentation of an invoice by the arbitrator to the U.S. DEPARTMENT OF JUSTICE and/or the U.S. DEPARTMENT OF THE TREASURY along with an attached copy of this award; and

8. This award is final and binding upon issuance and execution of the arbitrator's signature below, and takes full force and effect immediately upon issuance.

NOTICE OF THE ISSUANCE OF THE AWARD TO BE DELIVERED TO:

ORIGINAL:

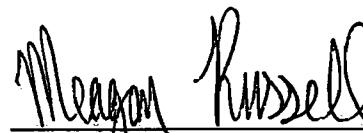
DEMETRIUS JERMAINE HAWKINS  
Reg. No. 57769-019  
FEDERAL CORRECTIONAL INSTITUTION  
P.O. BOX 6001  
ASHLAND, KY 41105-6001  
CERTIFIED MAIL NUMBER:  
7012 1010 0003 0659 2214

COPY:

Eric H. Holder, Jr.  
Office of the Attorney General  
U.S. DEPARTMENT OF JUSTICE  
950 PENNSYLVANIA AVE., NW  
WASHINGTON, D.C. 20530-0001  
CERTIFIED MAIL NUMBER:  
7012 1010 0003 0659 2221

SO AWARDED.

DATED: 04 Sept. 2014 MK  
Arlington, Texas



Meagan E. Russell  
ARBITRATOR