**IN THE MATTER OF ARBITRATION BETWEEN THE FOLLOWING PARTIES:**

DEMETRIUES JERMAINE HAWKINS, ET AL., Contract No.: SAADH-A1107A-03252020-EN©

 CLAIMANT(S), v. ***9 United States Codes §§ 1-16***

UNITED STATES OF AMERICA, ***The Common Law***

UNITED STATES ATTORNEY GENERAL WILLIAM BARR, at

UNITED STATES DEPARTMENT OF JUSTICE, ET AL.,

 RESPONDENT(S). SEALED.

**RE-ISSUANCE & ORDER OF ARBITRATION AWARD**

1. This matter has come before Brett Jones; an independent Arbitrator and third party neutral, who possesses more than thirty (30) years of legal experience in contract law. I am competent, not suffering from a mental disease and/or defect which would prevent my rendering a decision in the present matter.

**I. Jurisdiction:**

2. The contract in question contains a Commerce Clause and an Arbitration Clause in which the parties agreed to a “final and binding arbitration award.” The Federal Arbitration Act (Hereinafter “Act”) is the exclusive jurisdiction over all of the matters related hereto as well as the agreement between the parties.[[1]](#footnote-1) The Clearfield Doctrine is wholly applicable as it involves commerce which indicates a waiver to all who may claim sovereign immunity.

3. This Arbitrator has Subject Matter Jurisdiction, SMJ; as acknowledged by 9 United States Codes § 1, § 2, § 9 & 28 U.S. Code §§ 1346; to include the established common law not limited to the following specifics:

4. This matter involves the Claimant Demetriues Jermaine Hawkins versus the Respondent(s) United States Attorney General, et al. On or about April 26, 2014 the parties entered into a written contractual agreement (*Reference Contract No*.: 511328-DK) as evidenced by the United States Postal Service Certified Mail Receipt (7007 0220 0001 5803 1585). The Respondent(s) failed to respond within the specified time frame and the Respondent(s) failed to provide a written request of an additional ten (10) calendar days per the terms of the contractual agreement performance contract and the Act (9 U.S.C. §§ 1-2). The response by the Respondent(s), who claimed not to have received the award is moot as the mail was sent July 15, 2014. The United States Congress[[2]](#footnote-2) in general session sits as a general court, cognizable; as the court is a court for the use of the United States. The United States Assembly found it to be constitutionally held and the contract between the parties is binding, irrevocable, and enforceable as the United States Attorney General, et al., did enter into a contractual agreement (*See*: 511328-DK) in accordance with the U.C.C. 9-208 & 9-210 for which the agreement is in compliance with the United States of America (*See*: Relief for Bradley Christopher Starks).

5. The Claimant filed a Petition to Confirm Arbitration Award on November 10, 2014 and the Claimant provided sufficient evidence that the Respondent(s) specifically received such Petition, as Respondent(s) signed and dated the Certified Mail Return Receipt.

6. The Respondent(s) continue to remain in default to more than the required ten (10) calendar days.

**II. Findings**:

7. Megan E. Russell, as the agreed upon and designated Arbitrator by the parties in accordance with 9 U.S.C. § 5, is currently physically “incapacitated to sit as arbitrator.” According to the terms and conditions of the agreement, the Claimant has selected this Arbitrator, Brett Jones to sit as the independent, neutral third party and reconfirm/certify this award with an extension of six hundred & eighty (680) calendar days from the issuance of this award.

8. I find that the arbitration award that was issued by Megan E. Russell remains binding and the Respondent(s) have not sought out any type of vacatur in the district of Arlington, Texas as prescribed by 9 U.S.C. § 10(a)[[3]](#footnote-3). It is also relevant and important to note that the Respondent(s) did not act within the statutory three (3) month[[4]](#footnote-4) timeframe to seek vacatur of the arbitral award after it was issued and as such, the Respondent(s) have been and remain time barred.

9. I find that the Claimant has reached the age of the majority as of his 18th birthday as prescribed by the Age of the Majority Act. The agreement between the parties operates as an emancipation and the court of equity has exclusive jurisdiction over minors.

10. The Claimant is deemed to be exonerated and granted Habeas Corpus respecting any and all obligation(s), ordinance(s), decree(s), order(s), agreement(s), and the like with the exception to this order and to those directly related to and associated with this agreement (*Reference*: 511328-DK) and/or limitations associated to and related thereto.

11. I find that the Attorney General through the United States Department of Justice has acted in an ongoing conspiracy toward the Claimant and the “court as arbitrator acts as judge.”

10. Not only did the Attorney General at the United States Department of Justice have knowledge of the aforementioned Certified Mail Notice 7007 0220 0001 5803 1585; it was also received by a signature and stamped with a date of July 5, 2015. However, it was claimed that the notice was not received until August 05, 2014 which was deliberately misleading and included elements of fraud.

11. During the confirmation process, the court failed to recognize the principles of the Act (9 U.S.C. §9)[[5]](#footnote-5) as a motion to confirm an arbitration award is a summary proceeding and there is no cause for vacatur, no cause for modification, and/or correction(s) as prescribed by 9 U.S.C. §§ 10[[6]](#footnote-6)-11[[7]](#footnote-7). In accordance with the Act, the court was to “unequivocally grant the order to confirm the award,” (*See*: *Hall, et al*., 552 US 576, 578; *Henry Schein, Inc. v. Archer & White* *Sales, Inc*. (2019)). The United States District Court in and for the Middle District of Alabama did error when it failed to acknowledge the proper jurisdiction in accordance with the Act. The court erroneously classified the Claimant’s documents and papers improperly and misconstrued the Claimants Motion to Confirm as a Petition for Writ of Habeas Corpus solely. The court proceeded to fail to confirm the arbitration award via statute and no opposition party ever challenged the motion to confirm (*See*: 2:14-cv-01150-MHT-SRW).

12. I further find that the Claimant clearly distinguished the jurisdiction for the court by documenting diversity of citizenship and the value exceeded $ 75,000.00. Venue was proper as the United States District Court for the Middle District of Alabama was the court clearly specified in the contractual agreement. Under the Doctrine of Sovereign Immunity, the United States waives their sovereign immunity and any claim to the document of “faith” via the principles of the Clearfield Doctrine.[[8]](#footnote-8) I hereby incur the previous award, its orders, terms, and points raised in the motion to confirm and this recertification award. Further, I rule that the contract and the award remain binding and issue this award per the recalculation in accordance with the Act. I further note that the conduct and inactions of the Respondent(s) and the agents of the United States, the “United States Court for the Middle District of Alabama, and the United States Congress” (failed to provide a certified copy of the Act directly associated with this matter) amended the Act within three (3) months of filing and or issuance of the award to be improper.

13. The parties agreed to the $ 1,600,000.00 (One Million Six Hundred Thousand U.S. Dollars) per day per depravation and/or restraint on liberty, which began from February 04, 2004 to the current day. The original award was issued in the month of September 2014, ten years after the depravation began, which cannot be construed to calculate the inclusive current date as prescribed in the agreement. Three Thousand Six Hundred Twenty Two point Zero (3622.0) days in total have passed equating to more than $ 5,000,000,000.00 (Five Billion U.S. Dollars). As such, I find it necessary to cap the amount agreed upon by the parties through settlement.

**14. It is therefore ordered that the Respondent(s) pay to the Claimant the amount of**

**$ 7,800,000,000.00 (Seven Billion Eight Million U.S. Dollars or equivalency) plus any and all fees, assessments, penalties, and taxes are to be paid by the Respondent(s) as well.**

III. **Equitable Remedy**

15. I do hereby exercise my authority as judge. The parties agreed to the release and diplomatic immunity of the Claimant and I order such to be so. The Respondent(s) admitted that they do not have, nor did they ever have authority over the Claimant subject to any jurisdiction and authority. However, improbable as this may seem; the parties agreed respectively. Under principles of law, statutes, and codes, regulations are not law and not binding unless one subscribes and agrees to such. The contract between the parties acts as a disaffirmance.

16. The Defendant(s)/Respondent(s) have granted to this body the authority to issue emancipation, Habeas Corpus, as well as diplomatic immunity. Diplomatic immunity is extended for any and all crime or any capitol offence. However, in the event of a capitol offense; diplomatic immunity remains if the excommunication shall be restricted only to 3rd world countries with the loss of identification and passport. The Claimant is hereby granted travel without restriction and with identification and passport protections to be given immediately and without delay. Shall any agent(s), officer(s), organization(s), department(s), etc., violate this agreed upon order they shall be tried and held criminally liable by an arbitral court of the law in line with the 13th Amendment of the United States Constitution and subject to prosecution in accordance with the terms of this order (5th & 6th Amendments Arbitral Tribunal/Jury) and the voluntary servitude of the 13th Amendment of the United States Constitution as customary by the current administrative system.

17. The estoppel provision and other waivers agreed to by the Respondent(s) are deemed proper. Shall the Respondent(s), agent(s), officer(s), organization(s), department(s) and the like fail to abide, they shall be deemed to have committed a contempt of court and shall be liable to the court for $ 1,600,000.00 (One Million Six Hundred Thousand U.S. Dollars or equivalent) per violation which shall be due immediately upon each violation. This is a final, binding, and irrevocable award and order. This award and order shall be the only notice warranted as the Respondent(s) have waived their right to notice via the contractual agreement.

18. The Respondent(s) shall pay the recalculated amount to the Claimant by creating a financial account with a debit card issued without restrictions, fees, and/or interest. This account shall be fully insured at the expense of the Respondent(s) and the Respondent(s) shall remain liable for any and all taxes, fees, assessments and/or any other amounts associated thereto.

 This is the final, binding and irrevocable Award and Order issued to resolve this matter

between the parties. This order/decree/mandate is with prejudice and dated on this 25th day of

March 2020.

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

***Claimant: Respondent(s):***

Demetriues Jermaine Hawkins

2633 McKinney Avenue, Ste 130 #145

Dallas, Texas 75204-2581

 Attorney General William Barr

 United States Department of Justice

 950 Pennsylvania Avenue, N.W.

 Washington, D.C. 20530

***So, Awarded with Prejudice.***

Be it so this 25th of March 2020.

Hearing site: Chino, California

/s/ Brett Jones

*Arbitrator*

IMPORTANT NOTICE: Certification of services rendered. The Original Arbitration Award is given to the Claimant(s) to be retained as private property. No Trespass. Certified Copies of the Original can only be issued with the expressed consent of this Arbitrator.

1. ‘The Arbitration Act creates a body of Federal Substantive Law … applicable to state and federal court’ – *Southland Corp. v.* *Keating*, 465 US 1, 14 (1984). *See also*: *Southland, 465 US at 10; Prima Paint Corp. v. Food & Conklin Mfg. Co., 388 US 395* (1967). [↑](#footnote-ref-1)
2. Arbitration is an Alternative Dispute Resolution (ADR) process, governed by Administrative Law as prescribed & codified in the F.A.A., 9 U.S.C. § 1-16, 201-216, 301-316. The courts are limited in their ability to interfere with the parties right to contract and to utilize an arbitrator rather than a court to resolve their disputes. See Rent-A-Center, 561 US at 63, 68-70 and First Option, 514 US at 938, 940-944. [↑](#footnote-ref-2)
3. *9 U.S.C. § 10(a)*. (a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration — (1) where the award was procured by corruption, fraud, or undue means; (2) where there was evident partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made. [↑](#footnote-ref-3)
4. *Prima*, 388 US at 395 (1967). [↑](#footnote-ref-4)
5. If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made. Notice of the application shall be served upon the adverse party, and thereupon the court shall have jurisdiction of such party as though he had appeared generally in the proceeding. If the adverse party is a resident of the district within which the award was made, such service shall be made upon the adverse party or his attorney as prescribed by law for service of notice of motion in an action in the same court. If the adverse party shall be a nonresident, then the notice of the application shall be served by the marshal of any district within which the adverse party may be found in like manner as other process of the court. [↑](#footnote-ref-5)
6. *Ibid*. [↑](#footnote-ref-6)
7. In either of the following cases the United States court in and for the district wherein the award was made may make an order modifying or correcting the award upon the application of any party to the arbitration — (a) Where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award. (b)Where the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted. (c)Where the award is imperfect in matter of form not affecting the merits of the controversy. The order may modify and correct the award, so as to affect the intent thereof and promote justice between the parties. [↑](#footnote-ref-7)
8. *See*: *Clearfield Doctrine & Planters Bank, et al v. Bank of Georgia, et al …* [↑](#footnote-ref-8)