Rule Docket No. 2:14-cv-01150-MHT-SRW

Demetriues Jermaine Hawkins

vs.

United States of America, et al

Original Bill

Filed On ____________________,

in term _____ / in vacation _____

by: Demetriues Jermaine Hawkins
, appellant

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CITATION AND AUTHORITY

ACTS

PRECEDENCE

Points of Order

Federal Question:

Under the Act and precedent, the question of who decides arbitrability is itself a question of contract. The Act allows parties to agree by contract that an arbitrator, rather than a court, to resolve threshold arbitrability questions as well as underlying merits disputes.

Special Relief Sought:

Where the judge was in error appellant seeks special relief from this court for this court to order the lower court to confirm the award in favor of those who are parties of the contract and whom the award is in favor for relief. The ACT does not permit the court to convert a Motion to Compel to WRIT, nor does it permit the court to ignore waivers of immunity when done with full knowledge and consent.

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In the United States Court of Appeals
For the Federal Circuit

Demetriues Jermaine Hawkins	§	
	§	
Appellant / Petitioner	§	
	§	**Rule Docket No. _______________**
vs.	§	
	§	
United States of America, et al	§	
	§	
Appellee / Respondent	§	

BILL OF APPEAL

INTRODUCITON TO BILL

This Appeal comes from the M.D. Ala. N. Div. in Case No. 2:14cv1150, Judge Myron H. Thompson presiding by Demetriues Hawkins. Contract item no. 511328-DK represents a special relationship and is now expressed. From which decree and from all former decrees made in this cause at the present term the complainant prays an appeal to the present term. If the appellant Court be in session when the appeal is prayed the appeal must be to the present term, *Pond v. Trigg*, 5 Heisk., 532

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THE ERROR OF M.D. ALA. N. DIV.

The M.D. ALA. N. DIV. ("the Court") error by making the determination in the first instance, generally because the court lacked the capacity and jurisdiction to make such a determination outside the four corners of the award so presented for confirmation since it was bound by the ACT and therefore only applicable to the Act and for no other reason. Any other matter concerning the contract was strictly assigned to the arbitrator by the parties within the meaning of the contract. Even congress has confirmed the award and has stated that the contract was binding on the parties. Congress went one step further, in its findings, the United States Congress and Gen. assembly by a two thirds majority decided, that the contract was a binding agreement between the United States and the parties, and that the arbitration and they had no equitable defenses, that the arbitration award was valid and binding upon the parties. (See "***Annex 1" and "Annex 2***").

PREMISES

His Honor Myron H. Thompson upon making his determination of the Arbitration Award did so outside his scope and authority and the liberal discretion afforded officers of the court and therefore did not have the jurisdiction to do anything other than confirm the award for civil judgment, in line with the ACT as written. see: *Henry Schien v Archer and White Sales, Inc*.

The Supreme Court held that conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous." *Gratsy v. Colo. Technical Univ*., 599 Fed. App'x 596, 597 (7th Cir. 2015); *Hayes v. Delbert Servs. Corp*., No. 3:14:–cv–258, 2015 WL 269483, at *4 n.1 (E.D. Va. Jan. 21, 2015). A court has "'no business weighing the merits of the grievance'" because the "'agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious.'" Id., at 650 (quoting *Steelworkers v. American Mfg. Co.*, 363 U. S. 564, 568 (1960)).

Under the ACT, parties to a contract may agree that an arbitrator rather than a court will resolve disputes arising out of the contract. When a dispute arises, the parties sometimes may disagree not only about the merits of the dispute but also about the threshold arbitrability question—that is, whether their arbitration agreement applies to the particular dispute. Who decides that threshold arbitrability question? Under the Act and this Court's cases, the question of who decides arbitrability is itself a question of contract. The Act allows parties to agree by contract that an arbitrator, rather than a court, will resolve threshold arbitrability questions as well as underlying merits disputes. *Rent-A-*

Center, West, Inc. v. Jackson, 561 U. S. 63, 68–70 (2010); *First Options of Chicago, Inc. v. Kaplan*, 514 U. S. 938, 943–944 (1995).

Justice Kavanaugh described the case in the opinion:

> *Even when a contract delegates the arbitrability question to an arbitrator, some federal courts nonetheless* ***will short-circuit the process and decide the arbitrability question themselves*** *if the argument that the arbitration agreement applies to the particular dispute is "wholly groundless." The question presented in this case is whether the "wholly groundless" exception is consistent with the Federal Arbitration Act. We conclude that it is not. The Act does not contain a "wholly groundless" exception, and we are not at liberty to rewrite* ***the statute passed by Congress and signed by the President.*** *When the parties' contract delegates the arbitrability question to an arbitrator, the courts must respect the parties' decision as embodied in the contract. We vacate the contrary judgment of the Court of Appeals.*

CONCLUSION

The court prejudicially dismissed a case regarding an arbitration award and misconstrued the award as a habeas corpus all in the interest – "**... to accommodate that policy concerns**". When the court was cognizant of the error yet failed to cure its defect with respect to said error reconsidering its orders given. Furthermore, the court did not and continues to not possess the jurisdiction to make such determinations as set forth below, however appellant does admit the court having limited jurisdiction to confirm the award *generally* as prescribed by the ACT. 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, (July 30, 1947, ch. 392, 61 Stat. 672.). There simply no provision as written in the ACT for construing a request for confirmation as a petition for WRIT, nor to combine the "ALL WRITS ACT" with the "FAA".

It is the strong belief of the appellant that the M.D. Ala. N. Div. did error in its determination of the entire matter, yet specifically with respects the portions applicable to the FAA. Therefore appellant appeals to this court for redress and relief sought herein stated.

This and all petitions before this body are to be construed contextually and with the most latitude this court may grant as I am not a learned fellow of law and my resources and legal faculties are limited to what I can read and understand within the codes and statutes.

Appellant by and thru his good faith performance is owed honest goods and services by M.D. Ala. and this court under federal law 18 U.S. Code §1346 that will serve to settle this matter because it is for a confirmation of an award in which it had jurisdiction to issue in the first instance.

PRAYER FOR SPECIAL RELIEF

WHEREFORE PREMISES CONSIDERED the Complainant through this Motion seeks to have the opinion of this court in favor of the appellant on the reasons set forth above. Particularly, the award is to be confirmed per the statute and the above set precedence within the jurisdiction originally possessed.

JURAT

SWORN TO and subscribed before this court for appeal, this MAR. 21, 2019

By: ______________________

Demetriues Hawkins, appellant

AFFIDAVIT OF NOTARY PRESENTMENT
CERTIFICATION OF MAILING

State of Texas §
County of Gregg § ss.

I, Robert Edwin Kay a duly qualified Notary Public, in and for The State of Texas, County of Gregg, serving as a third party witness, personally verifying that these documents are being placed in an envelope and to be sealed by me, for the sole purpose of certifying a response or wanton thereof at the request of Larry Kalmowitz a natural being, for presentment on this 1st day of April 2019. These documents are to be presented via USPS First Class Mail to: The United States Court of Appeals for the Federal Circuit located at or relating to the operation of the premises at 717 Madison Place NW, Washington, DC 20439

All responses are to be mailed to:

Robert Edwin Kay
c/o: Demetriues Jermaine Hawkins
Post Office Box 55
White Oak, Texas 75693

List of Enclosed:

1. Pauper Oath (1 page)
2. Original Bill of Appeal (9 pages)
3. Arbitration Award "Annex 1" contract number 511328-DK (6 pages)
4. GPO REGISTERED "PRIVATE LAW 114-31-DEC. 3, 2016": (14 pages)

Seal: ROBERT EDWIN KAY NOTARY PUBLIC STATE OF TEXAS ID 13093997-5 EXP. 12-21-2020

Notary Signature: ______________________
My Commission Expires on: December 21, 2020

Personally known ___ Produced Identification _X__ Type of Identification _______

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The certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness pursuant to 18 U.S.C. §1512 Tampering with a witness, victim or an informant. The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violation of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of 18 U.S.C. 242, titled "Deprivation of Rights Under Color of Law", which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or Untied States of America those rights protected by the Constitution and the laws of the United States.

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FOR THE FEDERAL CIRCUIT
717 MADISON PLACE, N.W.
WASHINGTON, D.C. 20439

PETER R. MARKSTEINER
CLERK OF COURT

CLERK'S OFFICE
202-275-8000

April 10, 2019

United States District Court
Middle District of Alabama
Office of the Clerk
Frank M. Johnson
U.S. Courthouse Complex
One Church Street
Montgomery, AL 36104

In re: Hawkins v. USA
Case: 2:14-cv-01150-MHT-SRW

Dear Clerk,

I am transmitting to your court original documents that were delivered to the United States Court of Appeals for the Federal Circuit. We received the documents on April 3, 2019.

Very truly yours,

/s/ Peter R. Marksteiner
Peter R. Marksteiner
Clerk of Court

Enclosures: Original documents

Copy (w/o encl): Demetrius J. Hawkins
300 N. Akard Street
Apartment 2613
Dallas, TX 75201

CLOSED,INMATE,JOINT_ASSIGN,WILLOUGHBY

U.S. District Court
Alabama Middle District (Montgomery)
CIVIL DOCKET FOR CASE #: 2:14-cv-01150-MHT-SRW

Hawkins v. United States of America et al (INMATE 3)
Assigned to: Honorable Judge Myron H. Thompson
Referred to: Honorable Judge Susan Russ Walker
Case in other court: USDC-MDAL, 2:06-cr-12-MEF-SRW-4
Cause: 28:2255 Motion to Vacate / Correct Illegal Sentenc

Date Filed: 11/10/2014
Date Terminated: 10/06/2015
Jury Demand: None
Nature of Suit: 510 Prisoner: Vacate Sentence
Jurisdiction: U.S. Government Defendant

Plaintiff

Demetrius J. Hawkins represented by **Demetrius J. Hawkins**
300 N. Akard Street Apt. 2613
Dallas, TX 75201
PRO SE

V.

Defendant

United States of America represented by **Kent B. Brunson**
U.S. Attorney's Office
PO Box 197
Montgomery, AL 36101-0197
334-223-7280
Fax: 223-7560
Email: Kent.Brunson@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Eric H. Holder
United States Attorney General

Defendant

Kent Brunson
United States Attorney, Middle District of Alabama

Date Filed	#	Docket Text
11/10/2014	1	MOTION to Vacate, Set Aside or Correct Sentence (2255) (Petition to Confirm Arbitration Award), filed by Demetrius J. Hawkins. (Attachments: # 1 Exhibit 1

		(redacted), # 2 Exhibit 2 (redacted), # 3 Exhibit 3, # 4 Docket Sheet 2-06-CR-0012-MEF-SRW, # 5 Judgment in 2-06-CR-0012-MEF-SRW)(scn,) (Entered: 11/13/2014)
11/10/2014	2	MOTION to Appoint Marshal to Serve Petition to Confirm Arbitration Award, by Demetrius J. Hawkins. (scn,) (Entered: 11/13/2014)
11/10/2014	3	MOTION for Temporary Restraining Order and MOTION for Preliminary Injunction, by Demetrius J. Hawkins. (scn,) (Entered: 11/13/2014)
11/10/2014	4	BRIEF/MEMORANDUM in Support re 3 MOTION for Temporary Restraining Order and MOTION for Preliminary Injunction, filed by Demetrius J. Hawkins. (Attachments: # 1 Affidavit of Hawkins)(scn,) (Entered: 11/13/2014)
11/18/2014	5	ORDER directing that the motion for temporary restraining order (doc. no. 3) is denied. Signed by Honorable Judge Myron H. Thompson on 11/18/14. (Attachments: # 1 Civil Appeals Checklist) (scn,) (Entered: 11/18/2014)
02/24/2015	6	NOTICE of Recission, by Demetrius J. Hawkins. (scn,) (Entered: 02/24/2015)
02/24/2015		NOTICE of Voluntary Dismissal by Demetrius J. Hawkins, as construed in the court's 7 Opinion and Order. (No pdf attached to this entry - See doc 6 for pdf) (wcl,) (Entered: 10/06/2015)
10/06/2015	7	OPINION AND ORDER: The court construes Hawkins's 6 "Notice of Rescission" as a Notice of Voluntary Dismissal of Action under FRCP 41(a)(1); it is ORDERED that this action is dismissed without prejudice by operation of Rule 41(a)(1); DIRECTING the clerk to enter this document on the civil docket as a final judgment pursuant to Rule 58 FRCP; This case is closed. Signed by Honorable Judge Myron H. Thompson on 10/6/2015. (Attachments: # 1 Civil Appeals Checklist) (wcl,) (Entered: 10/06/2015)
12/17/2018	8	MOTION for Reconsideration and Vacatur of 7 Opinion and Order in the Nature of a Writ of Coram Non Judice, by Demetrius J. Hawkins. (dmn,) (Entered: 12/18/2018)
01/04/2019	9	**ORDER denying 8 Motion for Reconsideration; Petitioner has failed to show valid grounds under FRCP 60 for vacating the dismissal, which he requested. Signed by Honorable Judge Myron H. Thompson on 1/4/2019. (alm,)** (Entered: 01/04/2019)
02/07/2019	10	MOTION for Findings of Fact and Conclusions of Law pursuant to Rule 52 by Demetrius J. Hawkins. (dmn,) (Entered: 02/08/2019)
02/08/2019	11	**ORDER: It is ORDERED that petitioner's 10 Motion for findings of fact and conclusions of law pursuant to FRCP 52 is denied. Signed by Honorable Judge Myron H. Thompson on 2/8/2019. (dmn,)** (Entered: 02/08/2019)

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CERTIFICATION OF NOTARIAL RECORD INFORMATION

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United States Court of Appeals
For The Federal Circuit

STATE OF TEXAS
COUNTY OF GREGG

Pursuant to the authority in Rule 406, Section(s) 406.014, Texas Government Code, I Robert Edwin Kay, a Texas Notary Public do hereby certify, that I was deputized by the Secretary of State of Texas and the Governor of the State of Texas on December 21, 2016 and am authorized to hold as custodian Original Records that I myself have made copies of and that are not inconsistent with the intent of Rule 406. I further certify that the preceding or attached Pauper Oath (1 page); Original Bill of Appeal (9 pages); Arbitration Award "Annex 1" contract number 511328-DK (6 pages); GPO REGISTERED "PRIVATE LAW 114-31-DEC. 3, 2016": (14 pages), SENATE BILL – S. 112; 114th CONGRESS Sess. II (appended to "Annex 2"), PS FORM 3817, PS FORM 3877 is a true, exact, complete, and unaltered copy made by me and that I am legally authorized to produce, for the following:

ROBERT EDWIN KAY
NOTARY PUBLIC
STATE OF TEXAS
ID 130939975
EXP. 12-21-2020

NOTARIAL RECORD

Name: DEMETRIUES JERMAINE HAWKINGS

Sworn to and subscribed on and In Testimony Whereof, I hereunto set my hand and affix the seal of the Texas Notary Public. Done at my office, in White Oak, Texas on this

1ST DAY OF APRIL 2019

Robert Edwin Kay, Texas Notary Public

LEGAL NOTICE and DISCLAIMER:
The certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness pursuant to 18 U.S.C. §1512 Tampering with a witness, victim or an informant. The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violation of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of 18 U.S.C. 242, titled "Deprivation of Rights Under Color of Law", which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or Untied States of America those rights protected by the Constitution and the laws of the United States.

PAUPER OATH

RECEIVED
APR 03 2019
United States Court of Appeals
For The Federal Circuit

State of Dallas §

County of Dallas §

This oath *must be taken* before the Clerk and Master, or before the Clerk of any court in this State. The Clerk and Master is bound to accept the pauper oath if tendered in lieu of a bond: he has no discretion in the matter.

I, Demetriues Hawkins do solemnly swear that I am a resident of said State and that owing to my insolvency and poverty and natural health I am not able to bear the expenses of the suit I am about to commence in the United States Court of Appeals for the Federal Circuit at Washington D.C. against the United States and others and that I am entitled to the redress sought[2], to the best of my belief and via First Amendment to the United States constitution (1791).

In general, a pleading or the like is deemed filed when handed to the Clerk or to a person in the Clerk's office authorized to receive it, and the failure of the Clerk, or deputy, to properly mark it filed should in no way prejudice the party filing it.

SWORN TO and subscribed this 28 day of MARCH 2019

By: ______________________

, pauper

County, Dallas

State, Texas

____
Clerk of the Court

[2] "this statement is essential and cannot be omitted", *McKienavy v. Pickard* 3 Shan Cas., 411

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The M.D. ALA. N. DIV. ("the Court") error by making the determination in the first instance, generally because the court lacked the capacity and jurisdiction to make such a determination outside the four corners of the award so presented for confirmation since it was bound by the ACT and therefore only applicable to the Act and for no other reason. Any other matter concerning the contract was strictly assigned to the arbitrator by the parties within the meaning of the contract. Even congress has confirmed the award and has stated that the contract was binding on the parties. Congress went one step further, in its findings, the United States Congress and Gen. assembly by a two thirds majority decided, that the contract was a binding agreement between the United States and the parties, and that the arbitration and they had no equitable defenses, that the arbitration award was valid and binding upon the parties. (See "***Annex 1" and "Annex 2***").

PREMISES

His Honor Myron H. Thompson upon making his determination of the Arbitration Award did so outside his scope and authority and the liberal discretion afforded officers of the court and therefore did not have the jurisdiction to do anything other than confirm the award for civil judgment, in line with the ACT as written. see: *Henry Schien v Archer and White Sales, Inc*.

The Supreme Court held that conclusion follows not only from the text of the Act but also from precedent. We have held that a court may not "rule on the potential merits of the underlying" claim that is assigned by contract to an arbitrator, "even if it appears to the court to be frivolous." *Gratsy v. Colo. Technical Univ*., 599 Fed. App'x 596, 597 (7th Cir. 2015); *Hayes v. Delbert Servs. Corp*., No. 3:14:–cv–258, 2015 WL 269483, at *4 n.1 (E.D. Va. Jan. 21, 2015). A court has "'no business weighing the merits of the grievance'" because the "'agreement is to submit all grievances to arbitration, not merely those which the court will deem meritorious.'" Id., at 650 (quoting *Steelworkers v. American Mfg. Co.,* 363 U. S. 564, 568 (1960)).

Under the ACT, parties to a contract may agree that an arbitrator rather than a court will resolve disputes arising out of the contract. When a dispute arises, the parties sometimes may disagree not only about the merits of the dispute but also about the threshold arbitrability question—that is, whether their arbitration agreement applies to the particular dispute. Who decides that threshold arbitrability question? Under the Act and this Court's cases, the question of who decides arbitrability is itself a question of contract. The Act allows parties to agree by contract that an arbitrator, rather than a court, will resolve threshold arbitrability questions as well as underlying merits disputes. *Rent-A-*

Center, West, Inc. v. Jackson, 561 U. S. 63, 68–70 (2010); *First Options of Chicago, Inc. v. Kaplan*, 514 U. S. 938, 943–944 (1995).

Justice Kavanaugh described the case in the opinion:

> *Even when a contract delegates the arbitrability question to an arbitrator, some federal courts nonetheless* ***will short-circuit the process and decide the arbitrability question themselves*** *if the argument that the arbitration agreement applies to the particular dispute is "wholly groundless." The question presented in this case is whether the "wholly groundless" exception is consistent with the Federal Arbitration Act. We conclude that it is not. The Act does not contain a "wholly groundless" exception, and we are not at liberty to rewrite* ***the statute passed by Congress and signed by the President.*** *When the parties' contract delegates the arbitrability question to an arbitrator, the courts must respect the parties' decision as embodied in the contract. We vacate the contrary judgment of the Court of Appeals.*

CONCLUSION

The court prejudicially dismissed a case regarding an arbitration award and misconstrued the award as a habeas corpus all in the interest – "**... to accommodate that policy concerns**". When the court was cognizant of the error yet failed to cure its defect with respect to said error reconsidering its orders given. Furthermore, the court did not and continues to not possess the jurisdiction to make such determinations as set forth below, however appellant does admit the court having limited jurisdiction to confirm the award *generally* as prescribed by the ACT. 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, (July 30, 1947, ch. 392, 61 Stat. 672.). There simply no provision as written in the ACT for construing a request for confirmation as a petition for WRIT, nor to combine the "ALL WRITS ACT" with the "FAA".

It is the strong belief of the appellant that the M.D. Ala. N. Div. did error in its determination of the entire matter, yet specifically with respects the portions applicable to the FAA. Therefore appellant appeals to this court for redress and relief sought herein stated.

This and all petitions before this body are to be construed contextually and with the most latitude this court may grant as I am not a learned fellow of law and my resources and legal faculties are limited to what I can read and understand within the codes and statutes.

Appellant by and thru his good faith performance is owed honest goods and services by M.D. Ala. and this court under federal law 18 U.S. Code §1346 that will serve to settle this matter because it is for a confirmation of an award in which it had jurisdiction to issue in the first instance.

PRAYER FOR SPECIAL RELIEF

WHEREFORE PREMISES CONSIDERED the Complainant through this Motion seeks to have the opinion of this court in favor of the appellant on the reasons set forth above. Particularly, the award is to be confirmed per the statute and the above set precedence within the jurisdiction originally possessed.

JURAT

SWORN TO and subscribed before this court for appeal, this MAR. 21, 2019

By: ______________________

Demetriues Hawkins, appellant

AFFIDAVIT OF NOTARY PRESENTMENT
CERTIFICATION OF MAILING

State of Texas §
County of Gregg § ss.

I, Robert Edwin Kay a duly qualified Notary Public, in and for The State of Texas, County of Gregg, serving as a third party witness, personally verifying that these documents are being placed in an envelope and to be sealed by me, for the sole purpose of certifying a response or wanton thereof at the request of Larry Kalmowitz a natural being, for presentment on this 1st day of April 2019. These documents are to be presented via USPS First Class Mail to: The United States Court of Appeals for the Federal Circuit located at or relating to the operation of the premises at 717 Madison Place NW, Washington, DC 20439

All responses are to be mailed to:

Robert Edwin Kay
c/o: Demetriues Jermaine Hawkins
Post Office Box 55
White Oak, Texas 75693

List of Enclosed:

1. Pauper Oath (1 page)
2. Original Bill of Appeal (9 pages)
3. Arbitration Award "Annex 1" contract number 511328-DK (6 pages)
4. GPO REGISTERED "PRIVATE LAW 114-31-DEC. 3, 2016": (14 pages)

Seal: ROBERT EDWIN KAY NOTARY PUBLIC STATE OF TEXAS ID 13093997-5 EXP. 12-21-2020

Notary Signature: ______________________
My Commission Expires on: December 21, 2020

Personally known ___ Produced Identification _X_ Type of Identification _______

LEGAL NOTICE and DISCLAIMER:
The certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness pursuant to 18 U.S.C. §1512 Tampering with a witness, victim or an informant. The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violation of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of 18 U.S.C. 242, titled "Deprivation of Rights Under Color of Law", which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or Untied States of America those rights protected by the Constitution and the laws of the United States.

Annex 1

E X H I B I T

"3"

PETITION TO CONFIRM ARBITRATION AWARD

"ARBITRATION AWARD"

Arbitration Award

IN THE MATTER OF THE
ARBITRATION BETWEEN:

Demetriues 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)	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 inition;

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 Russell

Meagan E. Russell
ARBITRATOR

PRIVATE LAW 114–31—DEC. 3, 2016

Annex 2

JUSTICE RELIEF FOR BRADLEY CHRISTOPHER STARK, SHAWN MICHAEL RIDEOUT, AND CERTAIN NAMED BEFECIARIES ACT

Private Law 114-31
114th Congress

An Act

For the Relief of Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries

Dec. 3, 2016
[S. 112]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

Justice Relief for Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries.

SECTION 1. DEFINITIONS.

(a) **Definitions.** For the purposes of this Act—

(1) The term "Agreement" means—

(A) the Stipulation and Settlement Agreement of May 22, 2015;

(B) the Addendum to the Agreement dated August 7, 2015;

(C) the Addendum to the Agreement dated October 8, 2016; and

(D) the Addendum to the Agreement dated December 21, 2015, between Bradley Christopher Stark; Shawn Michael Rideout; and the United States of America.

(2) The term "Attorney General" means the office of the Attorney General of the United States.

(3) The terms "Award," "Interim Awards," and "Final Award" mean, with respect to the Agreement, the final binding and non-appealable decisions and remedies of the arbitrator awarded pursuant to the Agreement.

(4) The term "Beneficiaries" means any one of the following beneficiaries either individually or in any combination thereof or both-

(A) Jason Carl Thomas;
(i) Karen Andrea Burke-Haynes;
(ii) Janice Laurore;
(iii) Carlo Laurore;
(iv) Sharon Burke;
(v) Peter Burke;
(vi) Kisha Nicole Thomas;
(B) Demetriues Jermaine Hawkins;
(C) Katrina Glenn Hawkins;
(D) Balldev Naidu Ragavan;
(E) Hendrick Ezell Tunstall;
(F) Charles Elliot Hill, II;
(G) William Scott Hames;
(H) John Scot Snuggs;
(i) Nichola Dawn (Rose) Snuggs;
(ii) Timothy J. Snuggs;
(iii) Melissa M. Snuggs;
(iv) Elizabeth R. Snuggs;
(v) Robert D. Snuggs;
(I) Charles David Johnson, Jr.;
(i) Jeremy Johnson;
(ii) Scott Johnson;
(iii) Jonathan Fultz;
(iv) Jessica Reynolds-Toms;
(v) Herbert Walker;
(J) Bryan Samuel Coffman;

(i) Megan A. Coffman;
(ii) Daniel P. Coffman;
(iii) Corbin A. Coffman;
(iv) Tabitha C. Coffman;
(v) Erin Jacobs;
(K) Meagan Eleanor (Russell) Kemp;
(i) Eleanor Joye Kemp;
(ii) Patrick Sebastian Kemp;
(L) Lulummba Clay Travis;
(M) Michael Tsalickis;
(N) William Michael Cain;
(O) Jerry Garwood Mitchell;
(P) Shane Reed Wilson;
(Q) Jason Wesley Tate;
(R) Viola Cheney;
(S) Madison Elizabeth (Stark) Liebel;
(T) Barbara Jean Stark;
(U) John William Stark, Jr.;
(V) Jeffrey Marc Schonsky;
(W) Nino Spagnuolo;
(X) Dominik Maier;
(Y) Curtis Colwell;
(Z) Douglas Colwell;
(AA) Kathleen DeWeese;
(BB) Daniel DeWeese;
(CC) Richard Rideout;
(DD) Brian Rideout; and
(EE) Nicole Rideout.

(5) The term "Corporate Beneficiaries" means any one of the following beneficiaries individually or in any combination thereof or both-

(A) JPMorgan Chase Bank, N.A.;
(B) Morgan Stanley;
(C) Royal Bank of Scotland;
(D) CreditSuisse;
(E) Bank of America, N.A.;
(F) Wells Fargo;
(G) Citigroup/Citibank, N.A.;
(H) HSBC;
(I) Barclays, PLC;
(J) Goldman Sachs;
(K) BNP Paribas;
(L) Deutsche Bank, AG;
(M) Union Bank of Switzerland (UBS)
(N) British Petroleum;
(O) Transocean;
(P) GlaxoSmithKline; and
(Q) VolksWagon.

(6) The term "FAA" means the Federal Arbitration Act as described in title 9 of the United States Code [9 U.S.C. 1-16].

(7) The term "immediate family" shall mean the living natural mother or father, or both; or the adoptive mother or father, or both; the natural maternal grandmother or grandfather, or both; the natural paternal grandmother or grandfather, or both; any natural, half, step, or adopted brothers or sisters, or both; spouses; all natural and legally adopted children; and all natural and legally adopted grandchildren of the parties and the beneficiaries that are natural persons named in this Act; except

that the term "immediate family" shall not apply to the maternal or paternal grandparents of any adoptive parents of the parties or beneficiaries that are natural persons named in this Act.

(8) The term "parties" means either of the following parties of the first part of the Agreement either individually or in conjunction with one another or both-

(A) Bradley Christopher Stark; and

(B) Shawn Michael Rideout.

(9) The term "person" shall mean any individual, partnership, association, joint stock company, trust, or corporation named in this Act, including any immediate family member or relevant employee to which this Act relates and may affect, except that the term "natural person" shall only refer to any living human being that is a party, beneficiary, or immediate family member as described in this Act and shall not mean any partnership, association, joint stock company, trust, or corporation.

(10) The term "records" shall mean all records, system of records, library catalogs, lists, files, optical, electronic and physically stored information that relates to the named parties and beneficiaries in this Act.

(11) The term "Trust" as used in this Act means the Superfund and any designated Justice Relief Fund or account established by section 6 of this Act.

(12) The term "United States" as used in this Act means-

(A) the United States of America;

(B) the government of the United States, or

(C) in the geographic sense, all fifty States, Territories, and Possessions of the United States.

The United States of America is the party of the second part of the Agreement.

SECTION 2. FINDINGS OF CONGRESS.

(a) The Congress finds the following:

(1) That the United States by and through the Attorney General entered into an Agreement with the Parties.

(2) The Agreement is a valid and binding settlement agreement between the Parties and the United States that operates in the nature of a release-dismissal agreement.

(3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for relief to the Parties and the United States.

(4) The United States consented to the arbitration and the awards made thereunder for the equitable relief of the Parties and the United States are binding.

(5) Congress hereby expressly waives any defenses to the equitable relief awarded to the Parties, Beneficiaries, and Corporate Beneficiaries by the arbitrator.

(6) The parties, beneficiaries and their immediate family members, and the corporate beneficiaries are entitled to the relief established by the Agreement, the Awards, and the provisions of this Act notwithstanding any other law to the contrary. *Provided that,* Joey Brandon Kemp shall not be entitled to any relief or benefits established by the Agreement, the Awards, and this Act.

SECTION 3. PURPOSE.

(a) The purpose of this Act is to provide the effective relief and enforcement of the obligation of promises, terms, and conditions of the Agreement between the parties and the United States of America.

SECTION 4. AFFIRMATIVE RELIEF.

(a) All parties and beneficiaries that are natural persons and their immediate family that are confined in any jail, prison, penal institution, correctional institution, or any other form of official or unofficial detention under the authority of any State, Territory, Possession, or Federal Agency of the United States, shall be unconditionally released from any such detention and set at liberty immediately and without further delay.
(b) All pending legal actions and adjudicated cases by the United States of America, any State, Territory, or Possession of the United States against the parties, beneficiaries, and their immediate family whether criminal, civil, administrative, sounding in tort, or otherwise, are vacated and dismissed with prejudice, being void ab initio and are of no further force and effect as of the date of this Act and retroactively applied to the day preceding the initial filing of any such suit or action.
(c) All real and personal property, and funds that were seized, forfeited, or taken by legal process or otherwise, by the United States of America, any State, Territory, or Possession of the United States is to be immediately returned to the appropriate parties, beneficiaries, and immediate family members to which the property relates, including, but in no way limited to the property specifically named in the Agreement and Awards. Any property that is not able to be returned in as close to its original form shall be redressed by compensation in an amount of money to the party, beneficiary, or immediate family member that is equal to the highest reasonable value of said property; and specifically, but not in any way limited to-

> (1) Charles Elliott Hill, II, shall have the right to select 1500 acres of land from the Chattahoochee National Forest as compensation for the loss of his prime riverfront estates, farm, and real property with fixtures;
> (2) Brian Samuel Coffman, shall be compensated in the amount of $13,987,000 payable from the accounts of the Department of Justice by the Secretary of the Treasury for the seizure of his financial accounts, automobiles, and vessel;
> (3) John Scot Snuggs, shall be compensated in the amount of $11,321 payable from the accounts of the Department of Justice by the Secretary of the Treasury for the seizure of monetary instruments;

(d) All records and system of records in the possession of the United States of America, any State, Territory, or Possession of the United States that relate to or name the parties, beneficiaries that are natural persons, and their immediate family shall be expunged and destroyed; and from the date of this Act, no such records or system of records shall be maintained on any individuals named in this Act without the permission by the express voluntary signature after full disclosure and notice of the contents and purpose of said record or system of records being provided to the individual to whom the record relates.
(e) The parties and beneficiaries that are natural persons shall have the absolute right to the issuance of a land patent by the United States with title held in fee simply absolute in possession for any real property purchased, ceded, or quitclaimed so as to transfer ownership and title to any party or beneficiary to which this subsection relates.
(f) The United States Patent Office shall issue a full process patent to Charles Elliott Hill, II, for the "Red Muds Environmental Cleanup Process" having been formerly issued the provisional patent number 112956 U.S. PTO 60/919621.

(g) The Secretary of the Treasury is authorized to credit the sum of $1,000,000 to the appropriate trust funds established by this Act for the benefit of the parties and beneficiaries named in accordance with the terms of the Agreement and Awards.

SECTION 5. PROHIBITORY RELIEF.

(a) The parties and beneficiaries that are natural persons, along with their immediate family, are extended absolute immunity from all criminal, civil, and administrative laws of the United States of America, any State, Territory, or Possession of the United States, and no court or tribunal of the United States shall have authority to exercise jurisdiction over the prosecution or litigation against the parties and beneficiaries, along with their immediate family, for offenses and violations of said laws; provided, that such immunity shall be subject to the remedial conditions established by this Act.
(b) The United States shall not prosecute a criminal or civil offense against any beneficiary named herein that is not a natural person for any violations or offenses against the laws of the United States that were committed prior to the date of this Act.

SECTION 6. TRUST FUNDS AND MONETARY RELIEF.

(a) **CREATION OF TRUST FUND.** There is established in the Treasury of the United States a trust fund to be known as the 'Justice Relief Superfund' (hereinafter in this section referred to as the 'Superfund'), consisting of such amounts as may be-

(1) appropriated to the Superfund as provided in this section,
(2) appropriated to the Superfund pursuant to section 7(c) of this Act, or
(3) credited to the Superfund as provided in section 2.

(b) **TRANSFERS TO SUPERFUND.** There are hereby appropriated to the Superfund amounts equivalent to-

(1) the total monetary relief calculated and established in the Agreement received by the Department of Justice in the accounts from monetary penalties, asset forfeitures, seizures, and settlements during the fiscal year period beginning October 1, 2008 and ending through October 1, 2016,
(2) all attributable moneys recovered from the corporate beneficiaries pursuant to section 7(b) of this Act, and
(3) all moneys gifted by the Bradley Christopher Stark Justice Relief Fund for the benefit of the States and Congressional Districts within the States as set forth in this section.

(c) **EXPENDITURES FROM SUPERFUND.**

(1) **IN GENERAL.** Amounts in the Superfund shall be available, as provided in this section, only for the purposes of making expenditures-

(A) to carry out the purposes of-

(i) funding the individual trust funds established under this section for the benefit of the parties, beneficiaries, and immediate family members of the Agreement as defined in this Act,
(ii) funding community and public works projects in all 50 States and the individual electoral districts therein as set forth in this section, and
(iii) funding the Presidential Library of the incumbent President signing this Act into law, or

(B) hereafter authorized by law which does not authorize the expenditure out of the Superfund for a general purpose not covered by subparagraph (A) (as so in effect).

(d) **LIABILITY OF THE UNITED STATES LIMITED TO AMOUNT IN TRUST FUND.**

(1) **GENERAL RULE.** Any claim filed against the Superfund may be paid only out of the Superfund.

(2) **COORDINATION WITH OTHER PROVISIONS.** Nothing in this Act (or in any amendment made by later Acts) shall authorize the payment by the United States Government of any amount with respect to any such claim out of any source other than the Superfund.

(3) **ORDER IN WHICH UNPAID CLAIMS ARE TO BE PAID.** If at any time the Superfund has insufficient funds to pay all the claims payable out of the Superfund as such time, such claims shall, to the extent permitted under paragraph (1), be paid in full in the order in which they were finally determined.

(e) **CREATION OF SUB-TRUST FUNDS.** There is established in the Treasury of the United States certain sub-trust funds under the Superfund to be known as-

(1) Bradley Christopher Stark Justice Relief Fund.
  (A) Barbara Jean Stark Justice Relief Fund.
  (B) John William Stark Justice Relief Fund.
  (C) Madison Elizabeth Stark Justice Relief Fund.
  (D) Jeffrey Marc Schonsky Justice Relief Fund.
  (E) Nino Spagnuolo Justice Relief Fund.
  (F) Dominik Maier Justice Relief Fund.
(2) Shawn Michael Rideout Justice Relief Fund.
  (A) Kathleen DeWeese Justice Relief Fund.
  (B) Daniel DeWeese Justice Relief Fund.
  (C) Richard Rideout Justice Relief Fund.
  (D) Brian Rideout Justice Relief Fund.
  (E) Nicole Rideout Justice Relief Fund.
(3) Jason Carl Thomas Justice Relief Fund.
  (A) Karen Andrea Burke-Haynes Justice Relief Fund.
  (B) Janice Laurore Justice Relief Fund.
  (C) Carlo Laurore Justice Relief Fund.
  (D) Sharon Burke Justice Relief Fund.
  (E) Peter Burke Justice Relief Fund.
  (F) Kisha Nicole Thomas Justice Relief Fund.
(4) Demetriues Jermaine Hawkins Justice Relief Fund.
(5) Katrina Glenn Hawkins Justice Relief Fund.
(6) Balldev Naidu Ragavan Justice Relief Fund.
(7) Hendrick Ezell Tunstall Justice Relief Fund.
(8) Charles Elliot Hill, II Justice Relief Fund.
(9) William Scott Hames Justice Relief Fund.
(10) John Scot Snuggs Justice Relief Fund.
  (A) Nichola Dawn (Rose) Snuggs Justice Relief Fund.
  (B) Timothy J. Snuggs Justice Relief Fund.
  (C) Melissa M. Snuggs Justice Relief Fund.
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  (D) Tabitha C. Coffman Justice Relief Fund.

(E) Erin Jacobs Justice Relief Fund.
(13) Meagan Eleanor (Russell) Kemp Justice Relief Fund.
(A) Eleanor Joye Kemp Justice Relief Fund.
(B) Patrick Sebastian Kemp Justice Relief Fund.
(14) Lulummba Clay Travis Justice Relief Fund.
(15) Michael Tsalickis Justice Relief Fund.
(16) William Michael Cain Justice Relief Fund.
(17) Jerry Garwood Mitchell Justice Relief Fund.
(18) Shane Reed Wilson Justice Relief Fund.
(19) Jason Wesley Tate Justice Relief Fund.
(20) Viola Cheney Justice Relief Fund.
(21) Curtis Colwell Justice Relief Fund.
(22) Douglas Colwell Justice Relief Fund.
(23) Community Projects and Public Works Fund of the United States Senate.
(24) Congressional Districts Community Projects and Public Works Fund of the United States House of Representatives.

Said sub-trust funds shall consist of such amounts as may be appropriated or credited to such sub-trust fund as provided in this section or in the Agreement.

(f) **TRANSFERS TO SUB-TRUST FUNDS.** There are hereby appropriated from the Superfund amounts equivalent to-

(1) on the date this enactment takes effect, $1,000,000, per sub-trust fund and account listed under subsection 5(e)(1)--(22),
(2) one month after the date this enactment takes effect-
(A) 4,811,478,257, for the Bradley Christopher Stark Justice Relief Fund,
(i) $200,000,000, shall be set off from the Bradley Christopher Stark Justice Relief Fund and credited to the Community Projects and Public Works Fund of the United States Senate established by this section. Each United States Senator shall be allocated $2,000,000, per Senator for the purposes of community and public works projects within Senator's respective States,
(ii) $870,000,000, shall be set off from the Bradley Christopher Stark Justice Relief Fund and credited to the Congressional Districts Community Projects and Public Works Fund of the United States House of Representatives established by this section. Each United States Representative shall be allocated $2,000,000, per Representative for the purposes of community and public works projects within their respective State Congressional Districts,
(B) $813,913,043, for the Shawn Michael Rideout Justice Relief Fund,
(C) $7,999,826,080, for the Jason Carl Thomas Justice Relief Fund,
(D) $6,298,434,777, for the Demetriues Jermaine Hawkins Justice Relief Fund,
(E) $812,347,826, for the Bryan Samuel Coffman Justice Relief Fund,
(F) $812,347,826, for the John Scot Snuggs Justice Relief Fund,
(G) $812,347,826, for the Charles David Johnson, Jr. Justice Relief Fund,
(H) $812,347,826, for the Lulummba Clay Travis Justice Relief Fund,

(I) $14,291,457,392, for the Charles Elliott Hill, II Justice Relief Fund,

(J) $20,347,827, for the William Scott Hames Justice Relief Fund, and

(K) $17,120,000, for the Michael Tsalickis Justice Relief Fund.

(3) Amounts that are analogous to the funds named in subsection (e) of this section and are received by the United States Government as trustee shall be deposited in the Superfund for credit to the appropriate sub-trust fund or account in the Treasury. *Except* as provided in subsection (j), amounts accruing to these funds are appropriated to be disbursed in compliance with the terms of the trust.

(g) **EXPENDITURES.**

(1) **IN GENERAL.** The amounts in the Superfund and sub-trust funds shall be available for the purposes of making expenditures or transfers as directed by the beneficiaries of the named sub-trust funds to the Managing Trustee and Trustees as appropriate.

(2) **RECORDS.** Notwithstanding any other provision of this Act, the Managing Trustee shall keep a transactional record of expenditures, appropriations, and credits of the Superfund and sub-trust funds for the purposes of accurate accounting and shall further close the appropriate sub-trust funds or Superfund once all amounts are exhausted and no further appropriations or credits are pending.

(h) **MANAGEMENT OF TRUST FUNDS.**

(1) **REPORT.** It shall be the duty of the Secretary of the Treasury to hold the Superfund and each sub-trust fund established under this section, and (after consultation with any other trustees of the sub-trust funds) to report to the Congress each year on the financial condition and the results of the operations of the Superfund and each such sub-trust fund during the preceding fiscal year and on its expected condition and operations during the next 3 fiscal years. Such report shall be printed as a House document of the session of the Congress to which the report is made.

(2) **TRUSTEES.** The Secretary of the Treasury shall be the Managing Trustee of the Superfund and each such sub-trust fund established under this Act. Each sub-trust fund that contains other sub-trust fund accounts shall have the main beneficiary of the controlling sub-trust fund designated as a co-Trustee along with the Secretary of the Treasury for the management of the individual sub-trust fund accounts thereunder.

(3) **INVESTMENT.**

(A) **IN GENERAL.** It shall be the duty of the Secretary of the Treasury to invest such portions of the Superfund or any sub-trust fund established by this Act as is not, in his judgment, required to meet current withdrawals. Such investments may be made only in interest-bearing obligations of the United States. For such purpose, such obligations may be acquired-

(i) in original issue at the issue price, or

(ii) by purchase of outstanding obligations at the market price.

(B) **SALE OF OBLIGATIONS.** Any obligation acquired by the Superfund or a sub-trust fund established by this Act may be sold by the Secretary of the Treasury at the market price.

(C) **INTEREST ON CERTAIN PROCEEDS.** The interest on, and the proceeds from the sale or redemption of, any obligations held in the Superfund or any sub-trust fund established by this Act shall be credited to and form a part of the Superfund or related sub-trust fund.

(i) The amounts appropriated by this Act to the Superfund or any sub-trust fund established by this Act shall be transferred at the request of the beneficiaries to the trustees at least monthly from the Superfund to such sub-trust fund on the basis of estimates made by the Secretary of the Treasury of the amounts referred to in such section. Proper adjustments shall be made in the amounts subsequently transferred to the extent prior estimates were in excess of or less than the amounts required to be transferred.

(j) **LIMITATIONS ON USE OF FUNDS.** The Superfund and any individual sub-trust fund or account established by this Act, and the appropriations in said funds, are hereby prohibited from being used to influence any legislation and shall not be made directly available for campaign financing or personal use by any United States Senator or Member of the United States House of Representatives; nor any officer, employee, or agent of any federal agency in the Executive Branch; nor any Judicial Officer or Clerk of any federal court of the United States within the Judicial Branch.

(1) None of the activities of the Superfund or sub-trust fund or account established by this Act shall be conducted in a manner inconsistent with any law that prohibits attempting to influence legislation.

(2) The Superfund or any such sub-trust fund or account established by this Act may not participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, including by publication or distribution of statements.

(k) **UNCLAIMED MONEYS.** On September 30 of each year, the Secretary of the Treasury shall transfer to the Treasury trust fund receipt account "Unclaimed Moneys of Individuals Whose Whereabouts are Unknown" that part of the balance of a sub-trust fund or account established by this Act that has been in the fund for more than one year and represents money belonging to individuals whose whereabouts are unknown. Subsequent claims to the transferred funds shall be paid from the account "Unclaimed Moneys of Individuals Whose Whereabouts are Unknown".

(l) **CLOSING OF ACCOUNTS.** Any sub-trust fund or account established by this Act that is available for an indefinite period shall be closed, and any remaining balance (whether obligated or unobligated) in that account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose, if-

(1) no disbursement has been made against the appropriation for two consecutive fiscal years.

(m) **REGULATIONS.** Not later than 90 days after the date of enactment of this Act, the Secretary of the Treasury shall prescribe regulations to carry out this section.

SECTION 7. TAX RELIEF.

(a) The parties, beneficiaries, and their immediate family members, are permanently exempt from all federal, state, and local taxes for the rest of their natural lifespan. Provided that, Joey Brandon Kemp shall not be exempted from any federal, state, or local taxes.

(b) The corporate beneficiaries named in this Act are exempt from federal income tax for a period of three consecutive years from the effective date of the enactment of this Act. *Provided that,-*

(1) the Bradley Christopher Stark Justice Relief Fund,
(2) the Shawn Michael Rideout Justice Relief Fund, and
(3) the Bryan Samuel Coffman Justice Relief Fund

shall recover a total amount of ten percentum of the projected federal income tax liability benefits under this subsection attributable to the corporate beneficiaries named in this Act, to be divided coequally among the sub-trust funds listed in this subsection during the three consecutive year time period this subsection remains in effect. Such amounts shall be due by no later than April 15 of the taxable year immediately following the effective date of the enactment of this Act and shall be deposited in the Superfund at the United States Treasury established by this Act as an appropriation for further credit to the sub-trust funds named in this subsection.

SECTION 8. REMEDIES.

(a) Any party or beneficiary entitled to and granted immunity by this Act, having been found guilty, by clear and convincing evidence, to have committed a Class A felony offense as defined under title 18 of the United States Code, shall be subject to permanent removal from the United States of America, its territories, and possessions, and such guilty party or beneficiary shall have their citizenship permanently revoked.

(b) Nothing in this section shall be construed to authorize any accused party or beneficiary entitled to or granted immunity by this Act to be placed in the custody of any law enforcement officer for the purpose of confinement in any jail, prison, or other form of official or unofficial detention.

(c) The Supreme Court of the United States shall have original jurisdiction pursuant to Article III, section 2, clause 2 of the Constitution, to conduct a criminal trial or other appropriate proceedings of any party or beneficiary entitled to or granted immunity by this Act, to determine the guilt or innocence of such party or beneficiary in accordance with subsection (a) of this section. Any trial or proceedings shall be conducted in the Supreme Court of the United States, and any orders or judgments entered thereon, *in absentia* if the accused party or beneficiary shall be found to have fled the jurisdiction of the Supreme Court.

(d) The Federal Rules of Evidence along with the appropriate Federal Rules of Criminal Procedure shall be used in the conduct of any trial and proceedings in the Supreme Court in accordance with subsection (a) of this section. The Supreme Court may, in its discretion, apply any rules of the Federal Rules of Civil Procedure it deems necessary to the conduct of proceedings under this section.

(e) Alternative dispute resolution procedures are not authorized to be used to conduct any proceedings under this section.

(f) A judgment of the Supreme Court finding that any party or beneficiary entitled to or granted immunity by this Act, that is guilty of committing a Class A felony offense as defined in title 18 of the United States Code, shall sentence the party or beneficiary to the sole and exclusive punishment established by this section, and shall in no way terminate any other affirmative, prohibitive, or monetary relief established by this Act, nor any other right or privilege established by the Constitution, any laws, or treaties of the United States.

SECTION 9. ENFORCEMENT.

(a) The Congress shall have power to enforce the provisions of this Act by appropriate legislation.

SECTION 10. EFFECTIVE DATE.

(a) This Act shall take effect sixty days after enactment.

Mac Thornberry

Speaker of the House of Representatives pro tempore.

John Cornyn

Acting President of the Senate pro tempore.

IN THE SENATE OF THE UNITED STATES,

September 28, 2016.

The Senate having proceeded to reconsider the bill (S. 112) entitled "An Act for the Relief of Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries.", returned by the President of the United States with his objections, to the Senate, in which it originated, and passed by the Senate on reconsideration of the same, it was

Resolved, That the said bill pass, two-thirds of the Senators present having voted in the affirmative.

Julie E. Adams

Secretary.

I certify that this Act originated in Senate.

Julie E. Adams

Secretary.

IN THE HOUSE OF REPRESENTATIVES, U.S.

September 28, 2016.

The House of Representatives having proceeded to reconsider the bill (S. 112) en-titled "An Act for the Relief of Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries.", returned by the President of the United States with his objections, to the Senate, in which it originated, and passed by the Senate on reconsideration of the same, it was

Resolved, That the said bill do pass, two-thirds of the House of Representatives agreeing to pass the same.

Karen L. Haas

Clerk.

LEGISLATIVE HISTORY—S. 112:

CONGRESSIONAL RECORD, Vol. 162 (2016):
Aug. 17, considered and passed Senate.
Sept. 9, considered and passed House.
DAILY COMPILATION OF PRESIDENTIAL DOCUMENTS (2016):
Sept. 9, Presidential veto message.
CONGRESSIONAL RECORD, Vol. 162 (2016):
Sept. 28, Senate and House overrode veto.
CONGRESSIONAL RECORD, Vol. 162 (2016):
Oct. 18, amended and re-introduced in the Senate.
Nov. 17, considered and passed Senate.
Nov. 22, considered and passed House.
DAILY COMPILATION OF PRESIDENTIAL DOCUMENTS (2016):
Dec. 3, Presidential signature message.

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Exhibit 1

Appended to Annex 2

VI

114TH CONGRESS
2ND SESSION

S. 112

For the Relief of Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries

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IN THE SENATE OF THE UNITED STATES

NOVEMBER 5, 2016
MR. PAUL introduced the following bill; which was read twice -and referred to the Committee on the Judiciary.

A BILL

For the relief of Bradley Christopher Stark, Shawn Michael Rideout, and Certain Named Beneficiaries

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

SECTION 1. DEFINITIONS.

(a) **Definitions.** For the purposes of this Act—

(1) The term "Agreement" means—

(A) the Stipulation and Settlement Agreement of May 22, 2015;

(B) the Addendum to the Agreement dated August 7, 2015;

(C) the Addendum to the Agreement dated October 8, 2016; and

(D) the Addendum to the Agreement dated December 21, 2015, between Bradley Christopher Stark; Shawn Michael Rideout; and the United States of America.

(2) The term "Attorney General" means the office of the Attorney General of the United States.

(3) The terms "Award," "Interim Awards," and "Final Award" mean, with respect to the Agreement, the final binding and non-appealable decisions and remedies of the arbitrator awarded pursuant to the Agreement.

(4) The term "Beneficiaries" means any one of the following beneficiaries either individually or in any combination thereof or both-

(A) Jason Carl Thomas;

(i) Karen Andrea Burke-Haynes;

(ii) Janice Laurore;

(iii) Carlo Laurore;

(iv) Sharon Burke;

(v) Peter Burke;

(vi) Kisha Nicole Thomas;

(B) Demetriues Jermaine Hawkins;

(C) Katrina Glenn Hawkins;

(D) Balldev Naidu Ragavan;

(E) Hendrick Ezell Tunstall;

(F) Charles Elliot Hill, II;

(G) William Scott Hames;

(H) John Scot Snuggs;

(i) Nichola Dawn (Rose) Snuggs;

(ii) Timothy J. Snuggs;

(iii) Melissa M. Snuggs;

(iv) Elizabeth R. Snuggs;

(v) Robert D. Snuggs;

(I) Charles David Johnson, Jr.;

(i) Jeremy Johnson;

(ii) Scott Johnson;

(iii) Jonathan Fultz;

(iv) Jessica Reynolds-Toms;

(v) Herbert Walker;

(J) Bryan Samuel Coffman;

(i) Megan A. Coffman;

(ii) Daniel P. Coffman;

(iii) Corbin A. Coffman;

(iv) Tabitha C. Coffman;

(v) Erin Jacobs;

(K) Meagan Eleanor (Russell) Kemp;

(i) Eleanor Joye Kemp;

(ii) Patrick Sebastian Kemp;

(L) Lulummba Clay Travis;

(M) Michael Tsalickis;

(N) William Michael Cain;

(O) Jerry Garwood Mitchell;

(P) Shane Reed Wilson;

(Q) Jason Wesley Tate;

(R) Viola Cheney;

(S) Madison Elizabeth (Stark) Liebel;

(T) Barbara Jean Stark;

(U) John William Stark, Jr.;

(V) Jeffrey Marc Schonsky;

(W) Nino Spagnuolo;

(X) Dominik Maier;

(Y) Curtis Colwell;

(Z) Douglas Colwell;

(AA) Kathleen DeWeese;

(BB) Daniel DeWeese;

(CC) Richard Rideout;

(DD) Brian Rideout; and

(EE) Nicole Rideout.

(5) The term "Corporate Beneficiaries" means any one of the following beneficiaries individually or in any combination thereof or both-

(A) JPMorgan Chase Bank, N.A.;

(B) Morgan Stanley;

(C) Royal Bank of Scotland;

(D) CreditSuisse;

(E) Bank of America, N.A.;

(F) Wells Fargo;

(G) Citigroup/Citibank, N.A.;

(H) HSBC;

(I) Barclays, PLC;

(J) Goldman Sachs;

(K) BNP Paribas;

(L) Deutsche Bank, AG;

(M) Union Bank of Switzerland (UBS)

(N) British Petroleum;

(O) Transocean;

(P) GlaxoSmithKline; and

(Q) VolksWagon.

(6) The term "FAA" means the Federal Arbitration Act as described in title 9 of the United States Code [9 U.S.C. 1-16].

(7) The term "immediate family" shall mean the living natural mother or father, or both; or the adoptive mother or father, or both; the natural maternal grandmother or grandfather, or both; the natural paternal grandmother or grandfather, or both; any natural, half, step, or adopted brothers or sisters, or both; spouses; all natural and legally adopted children; and all natural and legally adopted grandchildren of the parties and the beneficiaries that are natural persons named in this Act; except that the term "immediate family" shall not apply to the

maternal or paternal grandparents of any adoptive parents of the parties or beneficiaries that are natural persons named in this Act.

(8) The term "parties" means either of the following parties of the first part of the Agreement either individually or in conjunction with one another or both-

(A) Bradley Christopher Stark; and

(B) Shawn Michael Rideout.

(9) The term "person" shall mean any individual, partnership, association, joint stock company, trust, or corporation named in this Act, including any immediate family member or relevant employee to which this Act relates and may affect, except that the term "natural person" shall only refer to any living human being that is a party, beneficiary, or immediate family member as described in this Act and shall not mean any partnership, association, joint stock company, trust, or corporation.

(10) The term "records" shall mean all records, system of records, library catalogs, lists, files, optical, electronic and physically stored information that relates to the named parties and beneficiaries in this Act.

(11) The term "Trust" as used in this Act means the Superfund and any designated Justice Relief Fund or account established by section 6 of this Act.

(12) The term "United States" as used in this Act means-

(A) the United States of America;

(B) the government of the United States, or

(C) in the geographic sense, all fifty States, Territories, and Possessions of the United States.

The United States of America is the party of the second part of the Agreement.

SECTION 2. FINDINGS OF CONGRESS.

(a) The Congress finds the following:

(1) That the United States by and through the Attorney General entered into an Agreement with the Parties.

(2) The Agreement is a valid and binding settlement agreement between the Parties and the United States that operates in the nature of a release-dismissal agreement.

(3) The Agreement contained an alternative dispute resolution clause that provided for arbitration as the exclusive remedy for relief to the Parties and the United States.

(4) The United States consented to the arbitration and the awards made thereunder for the equitable relief of the Parties and the United States are binding.

(5) Congress hereby expressly waives any defenses to the equitable relief awarded to the Parties, Beneficiaries, and Corporate Beneficiaries by the arbitrator.

(6) The parties, beneficiaries and their immediate family members, and the corporate beneficiaries are entitled to the relief established by the Agreement, the Awards, and the provisions of this Act notwithstanding any other law to the contrary. *Provided that,* Joey Brandon Kemp shall not be entitled to any relief or benefits established by the Agreement, the Awards, and this Act.

SECTION 3. PURPOSE.

(a) The purpose of this Act is to provide the effective relief and enforcement of the obligation of promises, terms, and conditions of the Agreement between the parties and the United States of America.

SECTION 4. AFFIRMATIVE RELIEF.

(a) All parties and beneficiaries that are natural persons and their immediate family that are confined in any jail, prison, penal institution, correctional institution, or any other form of official or unofficial detention under the authority of any State, Territory, Possession, or Federal Agency of the United States, shall be unconditionally released from any such detention and set at liberty immediately and without further delay.

(b) All pending legal actions and adjudicated cases by the United States of America, any State, Territory, or Possession of the United States against the parties, beneficiaries, and their immediate family whether criminal, civil, administrative, sounding in tort, or otherwise, are vacated and dismissed with prejudice, being void ab initio and are of no further force and effect as of the date of this Act and retroactively applied to the day preceding the initial filing of any such suit or action.

(c) All real and personal property, and funds that were seized, forfeited, or taken by legal process or otherwise, by the United States of America, any State, Territory, or Possession of the United States is to be immediately returned to the appropriate parties, beneficiaries, and immediate family members to which the property relates, including, but in no way limited to the property specifically named in the Agreement and Awards. Any property that is not able to be returned in as close to its original form shall be redressed by compensation in an amount of money to the party, beneficiary, or immediate family member that is equal to the highest reasonable value of said property; and specifically, but not in any way limited to-

(1) Charles Elliott Hill, II, shall have the right to select 1500 acres of land from the Chattahoochee National Forest as compensation for the seizure of his prime riverfront estates, farm, and real property with fixtures;

(2) Brian Samuel Coffman, shall be compensated in the amount of $13,987,000 payable from the accounts of the Department of Justice by the Secretary of the Treasury for the seizure of his financial accounts, automobiles, and vessel;

(3) John Scot Snuggs, shall be compensated in the amount of $11,321 payable from the accounts of the Department of Justice by the Secretary of the Treasury for the seizure of monetary instruments;

(d) All records and system of records in the possession of the United States of America, any State, Territory, or Possession of the United States that relate to or name the parties, beneficiaries that are natural persons, and their immediate family shall be expunged and destroyed; and from the date of this Act, no such records or system of records shall be maintained on any individuals named in this Act without the permission by the express voluntary signature after full disclosure and notice of the contents and purpose of said record or system of records being provided to the individual to whom the record relates.

(e) The parties and beneficiaries that are natural persons shall have the absolute right to the issuance of a land patent by the United States with title held in fee simply absolute in possession for any real property purchased, ceded, or quitclaimed so as to transfer ownership and title to any party or beneficiary to which this subsection relates.

(f) The United States Patent Office shall issue a full process patent to Charles Elliott Hill, II, for the "Red Muds Environmental Cleanup Process" having been formerly issued the provisional patent number 112956 U.S. PTO 60/919621.

(g) The Secretary of the Treasury is authorized to credit the sum of $1,000,000 to the appropriate trust funds established by this Act for the benefit of the parties and beneficiaries named in accordance with the terms of the Agreement and Awards.

SECTION 5. PROHIBITORY RELIEF.

(a) The parties and beneficiaries that are natural persons, along with their immediate family, are extended absolute immunity from all criminal, civil, and administrative laws of the United States of America, any State, Territory, or Possession of the United States, and no court or tribunal of the United States shall have authority to exercise jurisdiction over the prosecution or litigation against the parties and beneficiaries, along with their immediate family, for offenses and violations of said laws; provided, that such immunity shall be subject to the remedial conditions established by this Act.

(b) The United States shall not prosecute a criminal or civil offense against any beneficiary named herein that is not a natural person for any violations or offenses against the laws of the United States that were committed prior to the date of this Act.

SECTION 6. TRUST FUNDS AND MONETARY RELIEF.

(a) **Creation of trust fund.** There is established in the Treasury of the United States a trust fund to be known as the 'Justice Relief Superfund' (hereinafter in this section referred to as the 'Superfund'), consisting of such amounts as may be-

(1) appropriated to the Superfund as provided in this section,

(2) appropriated to the Superfund pursuant to section 7(c) of this Act, or

(3) credited to the Superfund as provided in section 2.

(b) **Transfers to superfund.** There are hereby appropriated to the Superfund amounts equivalent to-

(1) the total monetary relief calculated and established in the Agreement received by the Department of Justice in the accounts from monetary penalties, asset forfeitures, seizures, and settlements during the fiscal year period beginning October 1, 2008 and ending through October 1, 2016,

(2) all attributable moneys recovered from the corporate beneficiaries pursuant to section 7(b) of this Act, and

(3) all moneys gifted by the Bradley Christopher Stark Justice Relief Fund for the benefit of the States and Congressional Districts within the States as set forth in this section.

(c) **Expenditures from Superfund.**

(1) **In general.** Amounts in the Superfund shall be available, as provided in this section, only for the purposes of making expenditures-

(A) to carry out the purposes of-

(i) funding the individual trust funds established under this section for the benefit of the parties, beneficiaries, and immediate family members of the Agreement as defined in this Act,

(ii) funding community and public works projects in all 50 States and the individual electoral districts therein as set forth in this section, and

(iii) funding the Presidential Library of the incumbent President signing this Act into law, or

(B) hereafter authorized by law which does not authorize the expenditure out of the Superfund for a general purpose not covered by subparagraph (A) (as so in effect).

(d) **Liability of the United States limited to amount in trust fund.**

(1) **General rule.** Any claim filed against the Superfund may be paid only out of the Superfund.

(2) **Coordination with other provisions.** Nothing in this Act (or in any amendment made by later Acts) shall authorize the payment by the United States Government of any amount with respect to any such claim out of any source other than the Superfund.

(3) **Order in which unpaid claims are to be paid.** If at any time the Superfund has insufficient funds to pay all the claims payable out of the Superfund as such time, such claims shall, to the extent permitted under paragraph (1), be paid in full in the order in which they were finally determined.

(e) **Creation of sub-trust funds.** There is established in the Treasury of the United States certain sub-trust funds under the Superfund to be known as-

(1) Bradley Christopher Stark Justice Relief Fund.

(A) Barbara Jean Stark Justice Relief Fund.

(B) John William Stark Justice Relief Fund.

(C) Madison Elizabeth Stark Justice Relief Fund.

(D) Jeffrey Marc Schonsky Justice Relief Fund.

(E) Nino Spagnuolo Justice Relief Fund.

(F) Dominik Maier Justice Relief Fund.

(2) Shawn Michael Rideout Justice Relief Fund.

(A) Kathleen DeWeese Justice Relief Fund.

(B) Daniel DeWeese Justice Relief Fund.

(C) Richard Rideout Justice Relief Fund.

(D) Brian Rideout Justice Relief Fund.

(E) Nicole Rideout Justice Relief Fund.

(3) Jason Carl Thomas Justice Relief Fund.

(A) Karen Andrea Burke-Haynes Justice Relief Fund.

(B) Janice Laurore Justice Relief Fund.

(C) Carlo Laurore Justice Relief Fund.

(D) Sharon Burke Justice Relief Fund.

(E) Peter Burke Justice Relief Fund.

(F) Kisha Nicole Thomas Justice Relief Fund.

(4) Demetriues Jermaine Hawkins Justice Relief Fund.

(5) Katrina Glenn Hawkins Justice Relief Fund.

(6) Balldev Naidu Ragavan Justice Relief Fund.

(7) Hendrick Ezell Tunstall Justice Relief Fund.

(8) Charles Elliot Hill, II Justice Relief Fund.

(9) William Scott Hames Justice Relief Fund.

(10) John Scot Snuggs Justice Relief Fund.

(A) Nichola Dawn (Rose) Snuggs Justice Relief Fund.

(B) Timothy J. Snuggs Justice Relief Fund.

(C) Melissa M. Snuggs Justice Relief Fund.

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(13) Meagan Eleanor (Russell) Kemp Justice Relief Fund.

(A) Eleanor Joye Kemp Justice Relief Fund.

(B) Patrick Sebastian Kemp Justice Relief Fund.

(14) Lulummba Clay Travis Justice Relief Fund.

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(17) Jerry Garwood Mitchell Justice Relief Fund.

(18) Shane Reed Wilson Justice Relief Fund.

(19) Jason Wesley Tate Justice Relief Fund.

(20) Viola Cheney Justice Relief Fund.

(21) Curtis Colwell Justice Relief Fund.

(22) Douglas Colwell Justice Relief Fund.

(23) Community Projects and Public Works Fund of the United States Senate.

(24) Congressional Districts Community Projects and Public Works Fund of the United States House of Representatives.

Said sub-trust funds shall consist of such amounts as may be appropriated or credited to such sub-trust fund as provided in this section or in the Agreement.

(f) **Transfers to sub-trust funds.** There are hereby appropriated from the Superfund amounts equivalent to-

(1) on the date this enactment takes effect, $1,000,000, per sub-trust fund and account listed under subsection 5(e)(1)--(22),

(2) one month after the date this enactment takes effect-

(A) 4,811,478,257, for the Bradley Christopher Stark Justice Relief Fund,

(i) $200,000,000, shall be set off from the Bradley Christopher Stark Justice Relief Fund and credited to the Community Projects and Public Works Fund of the United States Senate established by this section. Each United States Senator shall be allocated $2,000,000, per Senator for the purposes of community and public works projects within Senator's respective States,

(ii) $870,000,000, shall be set off from the Bradley Christopher Stark Justice Relief Fund and credited to the Congressional Districts Community Projects and Public Works Fund of the United States House of Representatives established by this section. Each United States Representative shall be allocated $2,000,000, per Representative for the purposes of community and public works projects within their respective State Congressional Districts,

(B) $813,913,043, for the Shawn Michael Rideout Justice Relief Fund,

(C) $7,999,826,080, for the Jason Carl Thomas Justice Relief Fund,

(D) $6,298,434,777, for the Demetriues Jermaine Hawkins Justice Relief Fund,

(E) $812,347,826, for the Bryan Samuel Coffman Justice Relief Fund,

(F) $812,347,826, for the John Scot Snuggs Justice Relief Fund,

(G) $812,347,826, for the Charles David Johnson, Jr. Justice Relief Fund,

(H) $812,347,826, for the Lulummba Clay Travis Justice Relief Fund,

(I) $14,130,240,000, for the Charles Elliott Hill, II Justice Relief Fund.

(3) Amounts that are analogous to the funds named in subsection (e) of this section and are received by the United States Government as trustee shall be deposited in the Superfund for credit to the appropriate sub-trust fund or account in the Treasury. *Except* as provided in subsection (j), amounts accruing to these funds are appropriated to be disbursed in compliance with the terms of the trust.

(g) **Expenditures.**

(1) **In general.** The amounts in the Superfund and sub-trust funds shall be available for the purposes of making expenditures or transfers as directed by the beneficiaries of the named sub-trust funds to the Managing Trustee and Trustees as appropriate.

(2) **Records.** Notwithstanding any other provision of this Act, the Managing Trustee shall keep a transactional record of expenditures, appropriations, and credits of the Superfund and sub-trust funds for the purposes of accurate accounting and shall further close the appropriate sub-trust funds or Superfund once all amounts are exhausted and no further appropriations or credits are pending.

(h) **Management of trust funds.**

(1) **Report.** It shall be the duty of the Secretary of the Treasury to hold the Superfund and each sub-trust fund established under this section, and (after consultation with any other trustees of the sub-trust funds) to report to the Congress each year on the financial condition and the results of the operations of the Superfund and each such sub-trust fund during the preceding fiscal year and on its expected condition and operations during the next 3 fiscal years. Such report shall be printed as a House document of the session of the Congress to which the report is made.

(2) **Trustees.** The Secretary of the Treasury shall be the Managing Trustee of the Superfund and each such sub-trust fund established under this Act. Each sub-trust fund that contains other sub-trust fund accounts shall have the main beneficiary of the controlling sub-trust fund designated as a co-Trustee along with the Secretary

of the Treasury for the management of the individual sub-trust fund accounts thereunder.

(3) **Investment.**

(A) **In general.** It shall be the duty of the Secretary of the Treasury to invest such portions of the Superfund or any sub-trust fund established by this Act as is not, in his judgment, required to meet current withdrawals. Such investments may be made only in interest-bearing obligations of the United States. For such purpose, such obligations may be acquired-

(i) in original issue at the issue price, or

(ii) by purchase of outstanding obligations at the market price.

(B) **Sale of obligations.** Any obligation acquired by the Superfund or a sub-trust fund established by this Act may be sold by the Secretary of the Treasury at the market price.

(C) **Interest on certain proceeds.** The interest on, and the proceeds from the sale or redemption of, any obligations held in the Superfund or any sub-trust fund established by this Act shall be credited to and form a part of the Superfund or related sub-trust fund.

(i) The amounts appropriated by this Act to the Superfund or any sub-trust fund established by this Act shall be transferred at the request of the beneficiaries to the trustees at least monthly from the Superfund to such sub-trust fund on the basis of estimates made by the Secretary of the Treasury of the amounts referred to in such section. Proper adjustments shall be made in the amounts subsequently transferred to the extent prior estimates were in excess of or less than the amounts required to be transferred.

(j) **Limitations on use of funds.** The Superfund and any individual sub-trust fund or account established by this Act, and the appropriations in said funds, are hereby prohibited from being used to influence any legislation and shall not be made directly available for campaign financing or personal use by any United States Senator or Member of the United States House of Representatives; nor any officer, employee, or agent of any federal agency in the Executive Branch; nor any Judicial Officer or Clerk of any federal court of the United States within the Judicial Branch.

(1) None of the activities of the Superfund or sub-trust fund or account established by this Act shall be conducted in a manner inconsistent with any law that prohibits attempting to influence legislation.

(2) The Superfund or any such sub-trust fund or account established by this Act may not participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, including by publication or distribution of statements.

(k) **Unclaimed moneys.** On September 30 of each year, the Secretary of the Treasury shall transfer to the Treasury trust fund receipt account "Unclaimed Moneys of Individuals Whose Whereabouts are Unknown" that part of the balance of a sub-trust fund or account established by this Act that has been in the fund for more than one year and represents money belonging to individuals whose whereabouts are unknown. Subsequent claims to the transferred funds shall be paid from the account "Unclaimed Moneys of Individuals Whose Whereabouts are Unknown".

(l) **Closing of accounts.** Any sub-trust fund or account established by this Act that is available for an indefinite period shall be closed, and any remaining balance (whether obligated or unobligated) in that account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose, if-

(1) no disbursement has been made against the appropriation for two consecutive fiscal years.

(m) **Regulations.** Not later than 90 days after the date of enactment of this Act, the Secretary of the Treasury shall prescribe regulations to carry out this section.

SECTION 7. TAX RELIEF.

(a) The parties, beneficiaries, and their immediate family members, are permanently exempt from all federal, state, and local taxes for the rest of their natural lifespan. Provided that, Joey Brandon Kemp shall not be exempted from any federal, state, or local taxes.

(b) The corporate beneficiaries named in this Act are exempt from federal income tax for a period of three consecutive years from the effective date of the enactment of this Act. *Provided that,-*

(1) the Bradley Christopher Stark Justice Relief Fund,

(2) the Shawn Michael Rideout Justice Relief Fund, and

(3) the Bryan Samuel Coffman Justice Relief Fund

shall recover a total amount of ten percentum of the projected federal income tax liability benefits under this subsection attributable to the corporate beneficiaries named in this Act, to be divided coequally among the sub-trust funds listed in this subsection during the three consecutive year time period this subsection remains in effect. Such amounts shall be due by no later than April 15 of the taxable year immediately following the effective date of the enactment of this Act and shall be deposited in the Superfund at the United States Treasury established by this Act as an appropriation for further credit to the sub-trust funds named in this subsection.

SECTION 8. REMEDIES.

(a) Any party or beneficiary entitled to and granted immunity by this Act, having been found guilty, by clear and convincing evidence, to have committed a Class A felony offense as defined under title 18 of the United States Code, shall be subject to permanent removal from the United States of America, its territories, and possessions, and such guilty party or beneficiary shall have their citizenship permanently revoked.

(b) Nothing in this section shall be construed to authorize any accused party or beneficiary entitled to or granted immunity by this Act to be placed in the custody of any law enforcement officer for the purpose of confinement in any jail, prison, or other form of official or unofficial detention.

(c) The Supreme Court of the United States shall have original jurisdiction pursuant to Article III, section 2, clause 2 of the Constitution, to conduct a criminal trial or other appropriate proceedings of any party or beneficiary entitled to or granted immunity by this Act, to determine the guilt or innocence of such party or beneficiary in accordance with subsection (a) of this section. Any trial or proceedings shall be conducted in the Supreme Court of the United States, and any orders or judgments entered thereon, *in absentia* if the accused party or beneficiary shall be found to have fled the jurisdiction of the Supreme Court.

(d) The Federal Rules of Evidence along with the appropriate Federal Rules of Criminal Procedure shall be used in the conduct of any trial and proceedings in the Supreme Court in accordance with subsection (a) of this section. The Supreme Court may, in its discretion, apply any rules of the Federal Rules of Civil Procedure it deems necessary to the conduct of proceedings under this section.

(e) Alternative dispute resolution procedures are not authorized to be used to conduct any proceedings under this section.

(f) A judgment of the Supreme Court finding that any party or beneficiary entitled to or granted immunity by this Act, that is guilty of committing a Class A felony offense as defined in title 18 of the United States Code, shall sentence the party or beneficiary to the sole and exclusive punishment established by this section, and shall in no way terminate any other affirmative, prohibitive, or monetary relief established by this Act, nor any other right or privilege established by the Constitution, any laws, or treaties of the United States.

SECTION 9. ENFORCEMENT.

(a) The Congress shall have power to enforce the provisions of this Act by appropriate legislation.

SECTION 10. EFFECTIVE DATE.

(a) This Act shall take effect sixty days after enactment.

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