# **A BILL IN EQUITY FOR ENFORCEMENT OF CONTRACT**

In the County of SINISTER Equity/Probate Court

IN AND FOR THE GREAT STATE OF CALIFORNIA

Receipt number: 18 CR 14 6187

Parties:

THE ESTATE OF RONALD HIKINBERGER

and

Hikinberger, Ronald, as grantor over the estate

Against;

FARMERS FOREVER LIABILITY CORPORATION,

a statutory creature of the state

“**Where There Is No Law, There Is Equity, Where There Is Law, Equity Remains**”

We approach this body highlighting the fact that an arbitrator has determined as a result of issuing an award the validity of the contract at bar, and that the arbitration agreement embedded within the binding contractual agreement is valid, and within strict adherence to **THE FEDERAL ARBITRATION ACT**.

As by law ‘**when a contract has an arbitration clause, that requires the arbitrator determine the validity of the contract, and the arbitration clause, the courts have no business in the matter**’, [*Henry Schein, Inc. v. Archer and White Sales, Inc.*](https://www.supremecourt.gov/opinions/18pdf/17-1272_7l48.pdf), No. 17-1272 (U.S. Sup. Ct. Jan. 8, 2019), “and that courts must respect the parties’ decision in their contracts to delegate the arbitrability question to the arbitration panel”.

“If the arbitration clause clearly and unmistakably delegates questions of arbitrability to the arbitration panel then these issues will be decided by the arbitrators and not the courts. If the “FAA” allows parties to agree by contract that an arbitrator, rather than a court, will resolve threshold arbitrability questions as well as the underlying merits disputes.”  The courts “**are not at liberty to rewrite the statute passed by Congress and signed by the President**.”  This quote may be come more relevant if “manifest disregard” continues to rear its head.  “**We must interpret the [FAA] as written and the [FAA] in turn requires that we interpret the contract as written**.” “**When the parties’ contract delegates the arbitrability question to an arbitrator, a court may not override the contract**.” “That is true **even if the court thinks** (that is to say it matters not what the court thinks, what matters is the Federal arbitration act and the intentions of Congress, the alleged exception gave a party resisting arbitration an out if it could convince a court that the issue in dispute clearly did not come within the arbitration clause.  That “out” is now gone, or as Justice Kavanaugh said in the opinion, “that ship has sailed.”) that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.”  “[W]e may not engraft our own exceptions onto the statutory text.” And finally, “it is not our proper role to redesign the statute.”

We bring to this court’s attention, the judicial officers attempt to circumvent the process and overturn precedent without lawful authority, as the Supreme Court has made it clear “that there is no judicial discretion when it comes to arbitration where the arbitrator and/or questions regarding arbitration are part of a contract, whereby the parties having agreed”. In this instance the parties have agreed to have any and all questions, disputes associated with the agreement settled and determined by an arbitrator as specified within the terms of the agreement.

In this matter, contract number: **1765438794 3 PM GX Y18741** it was agreed to by the parties, is binding, irrevocable, self-executing, and coupled with interests, and as noted above, the contract specifically address the issue as to questions dealing with the validity of the contract, that such was only to be determined by the arbitrator and not the court.

The arbitrator in issuing the award has by such actions provided evidence that the contract is valid, and seeing that the contract is valid (and that means that it’s terms, conditions, clauses are valid as well), we as a party possess the right to petition for the enforcement of the contract and not just the confirmation of the award, which is our intent in this instance.

The opposing party has waived all rights, defenses, and or objections and has agreed to being estopped bringing forth any complaint and or dispute, and that if such was brought it would be through arbitration and yet despite knowledge of these waivers is attempting to circumvent the process and commit a fraud upon the court. We are approaching this body and equity, as equity must render equity.

The contract itself stands as an (express) trust agreement, whereby this petitioner’s estate is the grantor/trustor and the opposing party grantee, the petitioner in their natural capacity is the beneficiary of the trust, the government agency “special relationship trustee”, the value includes the contract/trust agreement which is property as defined by the Fifth Amendment of the United States Constitution. The contract/trust agreement has an end date, is workable thus satisfying all of the prerequisites for expressing and/or declaring the trust.

There appears to have been an injustice, in that despite the court having knowledge of an arbitration agreement, and the election of a party to that agreement to proceed before arbitration rather than through the court, the court forsook its duties and obligations and through its judicial officer violated the terms and conditions for the delegation of authority albeit limited as the express in statute and law. By acting outside the scope of its discretion, the court continues acting outside the scope of the protection of the law i.e. without immunity. We seek only to have an order by the court for the enforcement of the contract, it is not our intent at this time to seek confirmation of arbitration award, as the statute of limitations has not tolled.

This body has within it the delegatory authority, power, and the obligational duty to see that “justice be done”, and yet we have found that many would ignore equity and its most adored maxims, just to prevent one from being victorious by using the law to their advantage, ‘we stand present without justice as the heavens fall’.

The matter involved commerce, so we invoke the Federal Arbitration Act ootherwise known as the **UNITED STATES ARBITRATION LAW**, **“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)).

We further bring to the court’s attention that it cannot act outside the scope of the intentions of Congress, here is the intentions of Congress and what they had to say with regards two legislative intentions respecting **THE UNITED STATES ARBITRATION ACT** otherwise known as **THE FEDERAL ARBITRATION ACT**:

By enacting Section 2, Congress sought generally to promote the enforcement of arbitration agreements. Historically, American courts viewed arbitration with judicial hostility. It is believed that this hostility flowed from a similar enmity displayed by English courts. Arbitration infringed on the livelihood of English judges who were paid fees based on the number of cases they decided. English courts were also generally unwilling to surrender their jurisdiction over various disputes. The hostility toward arbitration subsided as industrialization led to an increased number of business disputes. In 1924, the Court upheld a New York law that compelled arbitration in a dispute involving a maritime contract. The Court’s decision in Red Cross Line v. Atlantic Fruit Company is believed to have opened the door for federal legislation that recognized the validity of arbitration agreements. President Calvin Coolidge signed the United States Arbitration Act (commonly referred to as the Federal Arbitration Act) on February 12, 1925. The enactment of the new law “**declared a national policy favoring arbitration and withdrew the power of the states to require a judicial forum for the resolution of claims which the contracting parties agreed to resolve by arbitration**.” While Congress’s primary motivation for drafting the FAA reflected its interest in protecting the enforcement of arbitration agreements as agreed to by the contracting parties, it also understood the potential benefits that would be provided by the law’s enactment: It is practically appropriate that the action should be taken at this time when there is so much agitation against the costliness and delays of litigation.

These matters can be largely eliminated by agreements for arbitration, if arbitration agreements are made valid and enforceable. Although Section 2 of the FAA requires the enforcement of arbitration agreements in maritime transactions and contracts “**evidencing a transaction involving commerce**,” the precise scope of this latter group of contracts has not always been certain. Congress provided a definition for the term “commerce” in Section 1 of the FAA, but it did not identify the extent to which a contract must “evidenc[e] a transaction involving commerce” before the FAA would apply. The courts held that the Section 2 phrase “**involving commerce**” **reached to the limits of Congress’s power under the Commerce Clause**. In Snyder v. Smith, for example, the U.S. Court of Appeals for the Seventh Circuit (Seventh Circuit) maintained that the courts should take into account Congress’s broad power to regulate under the Commerce Clause when deciding which contracts involve commerce. Because Congress may reach activities “affecting” interstate commerce under its Commerce Clause authority, the Seventh Circuit reasoned that it was logical to conclude that any contract affecting interstate commerce falls under Section 2 of the FAA. In 1995, **the Supreme Court determined that a broad interpretation of “involving commerce” is appropriate**. **In Allied-Bruce Terminix Companies, Inc. v. Dobson, the Court held in a 7-2 opinion authored by Justice Breyer that the phrase “involving commerce” signaled the full exercise of Congress’s power under the Commerce Clause**. The Court concluded that the FAA’s legislative history “**indicates an expansive congressional intent**.” For example, the House Report that accompanied the FAA stated that the Act’s “‘**control over interstate commerce reaches not only the actual physical interstate shipment of goods but also contracts relating to interstate commerce**.’” In addition, remarks in the Congressional Record indicated that the FAA “‘**affects contracts relating to interstate subjects and contracts in admiralty**.’” The Court maintained that 20 H.R. REP. NO. 96, supra note 10 at 2. 21 See 9 U.S.C. § 1 the word **“involve” should be read as the functional equivalent of the word “affect.”** Because the phrase **“affecting commerce” normally signals Congress’s intent to exercise its Commerce Clause powers to the fullest extent, the Court reasoned that the use of the phrase “involving commerce” should be given a similar reading**. After concluding that the phrase “involving commerce” should be interpreted broadly, the Dobson Court further determined **that the FAA applies to all contracts that involve commerce and does not require the contemplation of an interstate commerce connection by the parties.** The Court found that a “contemplation of the parties” requirement was inconsistent with the FAA’s basic purpose of helping parties avoid litigation. Such a requirement invited litigation about what was or was not contemplated by the parties. Any congressional recognition of an expedited dispute resolution system at the time the FAA was drafted would be undermined by this additional litigation. (“**‘commerce’ ... means commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation ... ”**).

We include this information as a basis for the preponderance of evidence to the contrary of any claim that the matter does not involve commerce, that the contract between the parties that involve commerce does not invoke **THE FEDERAL ARBITRATION ACT**, and that the arbitration agreement does not incorporate such issues, including the intentions of Congress when enacting such an act.

This is a matter of equity, dealing with a contractual **TRUST** **relationship,** and is subject to the rules, principles, and standards of equity. The **FEDERAL ARBITRATION ACT** is an equitable statute, in that it requires an agreement of all parties, the contract with an arbitration clause is documentation of agreement of all parties. The Supreme Court decision In [*Henry Schein, Inc. v. Archer and White Sales, Inc.*](https://www.supremecourt.gov/opinions/18pdf/17-1272_7l48.pdf), No. 17-1272 (U.S. Sup. Ct. Jan. 8, 2019), the court held that such contracts to include issues of viability, validity, disputes, controversies, and or issues are to be resolved before an arbitrator when the contract and arbitration agreement so dictate. In this very instance the contract makes such dictation.

**REMEDY SOUGHT**:

The contract requires certain performances on the part of the opposing parties, including the return of properties, so long as the properties have not been returned this is a violation of the right to property, a constitutional sanctioned and secured right. It is also a breach of the terms as agreed to by the parties and the consequences of said acts are duly enforceable via the valid contract. Interests and other assessments accumulate, and accrue, we asked that this body issue an order to the opposing parties for compliance with the agreement, for the return of all properties and the making of the complainant whole by reversing the acts from the inception of the agreement and or breach, and or actions of the respondents related to this matter and for an injunction against the opposing party from acting outside the scope of the agreement. Confirmation of the award is not sought at this time, that is a separate process and we shall utilize our right to that remedy before the tolling of the statute.

I put before this court that I attest that I have attained the age of majority, am over the age of 18, am competent to handle my own affairs and am attempting to gain control of the securities held in my minor account, but the custodian and others are colluding and attempting to prevent me from gaining access to my property in violation of my due process rights as outlined and stipulated within the framework of the Bill of Rights specifically the fifth amendment to the Constitution of the United States. I am seeking to redress this issue, I am seeking equity and so I present this bill in equity to the court, and I do so as grantor/trustor over the estate of the minor/infant.

I do hereby say that this is accurate and presented as such on this 23rd day of March 2019

/s/: Ronald, as Grantor

**In the County of SINISTER Equity/Probate Court**

**IN AND FOR THE GREAT STATE OF CALIFORNIA**

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| THE ESTATE OF RONALD HIKINBERGER  and  Hikinberger, Ronald, as grantor over the estate, etc. al  Plaintiff,  v.  FARMERS FOREVER LIABILITY CORPORATION,  a statutory creature of the state, etc. al  Defendant. | Receipt number: 18 CR 14 6187  **ORDER** |

It having come to the courts attention, that the plaintiff’s U.S. Bank National Association did knowingly and intentionally mislead this body into believing it had properly served the complaint, summons, pleadings and other documents upon the defendants, when in fact it had not.

The contract requires certain performances on the part of the opposing parties, including the return of properties, so long as the properties have not been returned this is a violation of the right to property, a constitutional sanctioned and secured right. It is a breach of the terms as agreed to by the parties and the consequences of said acts are duly enforceable via the valid contract. Interests and other assessments accrue, and that the (entered the name of opposing party here) parties for compliance with the agreement, for the return of all properties and the making of the complainant whole by reversing the acts from the inception of the agreement and or breach, and or actions of the respondents related to this matter and for an injunction against the opposing party from acting outside the scope of the agreement. Confirmation of the award is a right afforded by statute, and the court finds the award to the proper.

IT IS ORDERED:

The FARMERS FOREVER LIABILITY CORPORATION’s, counsel is a learned person in the eyes of the law, and as an officer of the court is familiar with the rules, procedures, and requirements, more so than a lay person would be; and because of this knowledge it is highly implausible that the aforementioned officer did not know better. And for this reason, because the actions of this officer, compounded by the repeated violations of due process, by the continual attempt to circumvent the process, to violate defy and/or ignore statute and court precedent, and to operate contrary to the estoppel agreement placed in the contract for which counsel would have known was a further breach in violation of the agreement as a result of the circumstances, the court has no other option in the interests of justice, in the interest of fairness, and in the interest of the public, but to dismiss FARMERS FOREVER LIABILITY CORPORATION, their responses, pleadings, and other motions associated with this matter with prejudice.

The amount awarded by the arbitrator is reasonable within the framework of the agreement, and that the party FARMERS FOREVER LIABILITY CORPORATION it is liable for the amount of the award, and that FARMERS FOREVER LIABILITY CORPORATION shall have 20 calendar days from the date of the issuance of this order to either work out a settlement agreement with THE ESTATE OF RONALD HIKINBERGER and Hikinberger, Ronald, as grantor over the estate, etc. al or tenderly amount awarded in full, plus fees and/or any other reasonable assessments.

It is further ordered that the attorney for FARMERS FOREVER LIABILITY CORPORATION is sanctioned by this court for the sum of $3000.00 for failing to notify the court, and taking up the courts valuable time and systems resources to adjudicate a matter that it had knowledge based on its own testimony was deficient procedurally as well as ethically. ‘Harsh Sanctions are appropriate to deter others in attempting the same inappropriate actions in like circumstances’.

The party FARMERS FOREVER LIABILITY CORPORATION shall be responsible for attorney’s fees, costs, and other expenses of the defendants with respects the instant matter.

It is so ordered:

March\_\_, 2019 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“Judge/Judicial Officer”