

IN THE  
**SUPREME COURT OF THE UNITED STATES**  
CIVIL ACTION NO.

DUFIRSTSON NEREE

*Petitioner,*

v.

AMBASSADE D'HAITI

*Respondents.*

**MOTION FOR LEAVE TO FILE**

Pursuant to Rule 17 of the Rules of the Supreme Court of the United States, DUFIRSTSON NEREE, by himself respectfully request leave to file the accompanying proposed petition to compel arbitration and brief in support of the petition.

Respectfully submitted,



---

DUFIRSTSON NEREE  
Florida Bar No. 1032087  
Address: 166 NE 54 St, Miami, FL 33137  
Tel: 786-237-1678  
Fax: 305-631-2310



No. \_\_\_\_\_

IN THE  
**SUPREME COURT OF THE UNITED STATES**

DUFIRSTSON NEREE, *Petitioner,*

v.

AMBASSADE D'HAITI, *Respondent.*

**BRIEF IN SUPPORT OF PETITIONER DUFIRSTSON NEREE'S  
MOTION FOR LEAVE TO FILE PETITION TO COMPEL ARBITRATION**

DUFIRSTSON NEREE  
*Pro Se for Petitioner*  
Address: 166 NE 54 Street, Miami, FL 33137  
Telephone: 786-237-1678  
Email: jneree@gmail.com

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## **I. INTRODUCTION**

DUFIRSTSON NEREE, a Citizen, brings this Petition to Compel Arbitration (“the Petition”) against Ambassadors and Public Ministers accredited by a foreign state to the United States. Petitioner files the Petition pursuant the Federal Arbitration Act. Under the Federal Arbitration Act, Petitioners may petition this Court or a U.S. District Court that would have jurisdiction over this controversy but for the arbitration agreement to compel arbitration. Petitioner seeks an order from this Court compelling Respondents to arbitrate a dispute between the parties in accordance with the terms of the Labor Contract (“the Agreement”) which requires the Respondents to arbitrate.

## **II. FACTS AND BACKGROUND INFORMATION**

### **A. The Parties include a petitioner who resides in the State of Florida and respondents who are foreign dignitaries**

Petitioner is a citizen who resides in Miami, Florida. Petitioner worked for a limited liability company that had a labor contract with the Respondents. Respondents include an embassy that is in the United States and ambassadors accredited by the U.S. Department of State.

### **B. Parties have a written arbitration agreement which is attached as Exhibit 1 in the Petition**

Petitioner submitted the final report due under the Agreement on August 8, 2021. The dispute is within the scope described in the Agreement. The Republic of

Haiti is a party to the New York Convention. Respondents have not agreed to Petitioner's requests to arbitrate which is attached as Exhibit 2 in the Petition.

**C. This Petition was filed in the proper manner**

The Petitioner submitted the petition to the Clerk in corrected form within 60 days of January 18, 2023, the date of the letter received from the Clerk. No changes were made to the petition except for the required corrections. Therefore, the petitioner did not make any changes to substance of the petition. Further, a copy of the documents were served on opposing counsel. A new check in the amount of \$300 was remitted. Furthermore, Petitioner filed a motion for leave to file and served the Respondents in compliance with international law.

**III. ARGUMENT**

**A. Respondent may argue this Court does not have original jurisdiction in this kind of case**

Federal law has settled the question whether the highest court of the United States has the power to hear this case or controversy. The original jurisdiction of this Court "aris[es] under this Constitution" and extends to only two kinds of cases or controversies: those "affecting Ambassadors, other public Ministers, and Consuls" and those in which a State is a party. *See Article III Section 2, Clause 1 of the Constitution of the United States; 28 U.S.C. § 1251 and Rule 17 of the Rules of this Court.* The Judiciary Act of 1789 conferred federal district courts with jurisdiction in suits to which a consul might be a party. *United States v. Ravara*, 2 U.S. (2 Dall.) 297 (C.C. Pa. 1793) (holding the Congress might vest concurrent jurisdiction

involving consuls in the inferior courts and sustained an indictment against a consul). This Court has ruled that consuls could be sued in federal court. *Bors v. Preston*, 111 U.S. 252 (1884). In another case during the same period, this Court declared Congress could grant concurrent jurisdiction to the inferior courts in cases where the Court has been invested with original jurisdiction. *Ames v. Kansas ex rel. Johnston*, 111 U.S 449, 469 (1884). However, the power of the Supreme Court in an original action does not preclude suits in state courts against consular officials. *Ohio ex rel. Popovici v. Alger*, 280 U.S. 379, 383, 384 91930)(now precluded by 28 U.S.C. § 1351).

Here, the events occurred in an embassy located in the District of Colombia. Respondents includes Ambassadors and Minister of the Republic of Haiti. This case is distinguishable since it does not include any individual considered a consul. This Court has the power to hear this case because this Court's jurisdiction extends to all suits affecting the Haitian ambassadors, public ministers, and consuls in this case. Therefore, this Court's has jurisdiction in this case involving foreign dignitaries or controversy between a citizen and the embassy of a foreign state.

**B. Respondent may argue this Court does not have jurisdiction over the parties involved in the transaction**

Nonetheless, the phrase "affecting Ambassadors, other public Ministers, and Consuls" raise a number of other questions like whether the affected ambassador has to be a party in interest, or whether it is sufficient that he has a mere indirect interest in the outcome of the proceeding. Another incidental question is whether the Court can review the official status of a person claiming to be an ambassador, public

minister, or consul. There is also a question concerning where the original jurisdiction of this Court is exclusive in suits against foreign dignitaries or their servants, where the law of nations permit such suits, and in all controversies of a civil nature in which a state is a party.

This Court's earliest interpretation of the power of the Supreme Court to adjudicate original action affecting a minister came in *United States v. Ortega*, 24 U.S. (11 Wheat.) 467 (1826)(ruling a prosecution of a person for violating international law and the laws of the United States by offering violence to the person of a foreign minister was not a suit "affecting" the minister but a public prosecution for vindication of the laws of nations and the United States). This Court also has refused to review the decision of the Executive with respect to the public character of a person claiming to be a public minister. *In re Baiz*, 135 U.S. 403, 432 (1890)(ruling the Court has the right to accept a certificate from the Department of State on such a question). Many years later, this Court held that the clause pertaining "to all Cases affecting Ambassadors, Other Public Ministers, and Consuls," includes only persons accredited to the United States by foreign governments. *Ex parte Gruber*, 269 U.S. 302 (1925). However, since 1978, the Court's jurisdiction has been original but not exclusive in suits against ambassadors and public ministers or their servants. 1 Stat. 80-81 (1989). Further, the Court has sanctioned Congress's power to make such jurisdiction exclusive or concurrent as the legislature may choose. See Article III, Section 2, Clause 2.2. See also Pub. L. No. 95-393, § 8(b), 92 Stat. 810, 28 U.S.C. § 1251(b)(1).

Here, this action involves foreign dignitaries accredited by the Department of State. The action concerns an arbitration falling under both the federal and international law. The arbitration agreement falls under the terms of the New York Convention. Thus, a party should bring a petition to compel arbitration in the District that has jurisdiction over the matter and where the parties agreed to arbitrate any disputes between them. Therefore, this Court can hear this case because the parties are foreign dignitaries who agreed to bring any arbitration of a dispute in Washington, D.C.

#### **IV. CONCLUSION**

This Court has the power to hear this original action and issue an order compelling Respondents to arbitrate all disputes against Petitioner and to enforce the arbitration agreement entered by the parties. This Court has the power to issue an order enforcing payment of the amounts due under the Agreement including accrued interest because a petition to compel arbitration commences an action. This Court must treat filing of a petition as a motion when a party commences an original action in this Court. Even if the pleading was styled as a “complaint,” this Court construes the complaint as a petition or motion. Similar to a complaint in federal court, this Petition commences this original action in the Supreme Court of the United States.

No. \_\_\_\_\_

IN THE  
**Supreme Court of the United States**

DUFIRSTSON NERE,

*Petitioner*

v.

AMBASSADE D'HAITI,

*Respondents*

DUFIRSTSON NERE  
*Pro Se for Petitioner*  
Florida Bar No. 1032087  
Address: c/o Freedom Trust Co., LLC  
166 NE 54 Street, Miami, FL 33137  
Phone Number: 786-237-1678  
Email Address: [jneree@gmail.com](mailto:jneree@gmail.com)

## QUESTION PRESENTED

Article III of the United States Constitution permits Congress to confer subject matter jurisdiction on the lower federal courts for certain types of cases or controversies. Article III, Section 2, Clause 2 limits original jurisdiction cases to all Cases affecting Ambassadors, other public Ministers, and Consuls. The Foreign Sovereign Immunities Act of 1976 (FSA) provides four hierarchical and exclusive means for a litigant to serve a foreign state in suits where the foreign nation is not immune from jurisdiction in the courts of the United States. 28 U.S.C. §§ 1602-1611. When civil process is served on a foreign state under the FSA, 28 U.S.C. § 1608 (a)(3) requires a mailing to be sent directly to the foreign minister's office in the foreign state. See *Republic of Sudan v. Harrison*, 587 U.S. 2019.

The question presented is whether the Supreme Court of the United States is the first, and only court to hear a case arising from a dispute involving an embassy, ambassadors, and other foreign dignitaries concerning an employment contract with an arbitration provision after Petitioner served all parties required to be served pursuant to applicable international treaty or convention.

## **LIST OF PARTIES**

### **Respondents:**

AMBASSADE D'HAITI  
Attn: SEM Jean Victor Geneus  
Ministère des Affaires Etrangère,  
5A, Delmas 60, Musseau, Haiti, HT6120

BOCCHIT EDMOND  
Attn: SEM Jean Victor Geneus  
Ministère des Affaires Etrangère,  
5A, Delmas 60, Musseau, Haiti, HT6120

WILGUENS ETIENNE  
Attn: SEM Jean Victor Geneus  
Ministère des Affaires Etrangère,  
5A, Delmas 60, Musseau, Haiti, HT6120

### **Other Petitioners:**

FREEDOM TRUST CO., LLC  
Attn: Ovide Val, Esq.  
MLK Public Interest Law Offices  
6116 NW 7<sup>th</sup> Avenue, Miami, FL 33127

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DUFIRSTSON NERE, ,

*Petitioner*

v.

AMBASSADE D'HAITI, ,

*Respondents*

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IN THE  
**SUPREME COURT OF THE UNITED STATES**

DUFIRSTSON NEREE,

CIVIL ACTION NO.

*Petitioner,*

v.

AMBASSADE D'HAITI,

*Respondents.*

**PETITION TO COMPEL ARBITRATION**

DUFIRSTSON NEREE, by himself and FREEDOM TRUST CO., LLC by and through its attorneys, MLK Public Interest Law Offices, ("Petitioners") bring this Petition to Compel Arbitration ("the Petition") against AMBASSADE D'HAITI, BOCCHIT EDMOND and WILGUENS ETIENNE, allege, on their own actions, and otherwise upon information and belief, as follows:

**CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

1. The Petition affects Ambassadors and those in which a State shall be Party.
2. Petitioners file the Petition pursuant to Section 4 of the Federal Arbitration Act.
3. Under the Federal Arbitration Act, Petitioners may petition a U.S. District Court that would have jurisdiction over this controversy but for the arbitration agreement to compel arbitration (9 U.S.C. § 4).
4. Petitioners seek an order from this court compelling Respondents to arbitrate a dispute between the parties in accordance with the terms of the Employment Contract ("the Agreement").
5. The Agreement requires the Respondents to arbitrate.

## **PARTIES**

6. Petitioner, Dufirstson Neree, is an individual who resides in Miami, Florida. Petitioner is a citizen of the State of Florida.
7. Upon information and belief, Respondent, Ambassade d'Haiti is an embassy that is in the United States at 2311 Massachusetts Ave., N.W., Washington, D.C. 20008.
8. Upon information and belief, Respondent, Bocchit Edmond is an ambassador who resides in Chevy Chase, Maryland.
9. Upon information and belief, Respondent, Wilguens Etienne is an individual over the age of eighteen years old. He is a diplomat in Washington, D.C. and resides in Bethesda, Maryland.

## **JURISDICTION AND VENUE**

10. The Court has original jurisdiction over this action involving foreign dignitaries pursuant to Article III of the United States Constitution.
11. This Court also has jurisdiction over this action pursuant to 28 U.S.C. § 1331, in that this is a civil action arising under Section 4 of the Federal Arbitration Act (9 U.S.C. § 4).
12. As well, this Court has original jurisdiction over this action pursuant to 9 U.S.C. § 203, in that this is a civil action concerning an arbitration falling under the Convention on the Enforcement and Recognition of Foreign Arbitral Awards (“New York Convention”).

13. Venue is proper in this jurisdiction because the arbitration agreement falls under the terms of the New York Convention, and pursuant to 9 U.S.C. § 204, a party should bring a petition to compel arbitration in the District that has jurisdiction over the matter and where the parties agreed to arbitrate any disputes between them. The parties agreed to bring any arbitration of a dispute in Washington, D.C.

#### **STATEMENT OF THE CASE**

14. Parties have a written arbitration agreement. Attached here to as Appendix A is a true and correct copy of the arbitration agreement between the parties.

15. Petitioners submitted the final report due under the Agreement on August 8, 2021.

16. The dispute is within the scope described in Article 7 of the Agreement.

17. Respondents have failed to comply with Article 5 of the Agreement.

18. Respondents have failed, neglected, or refused the Petitioners requests to arbitrate. Attached here to as Appendix B is proof of delivery of Petitioners' demand to arbitrate.

19. Respondents have refused to arbitrate. Attached here to as Appendix C is proof of delivery of invoices and notices to arbitrate.

## **REASONS FOR GRANTING THE PETITION**

### **COUNT ONE**

#### **(Compel Arbitration under the Federal Arbitration Act)**

20. Petitioners repeat and reallege paragraphs 1 through 19 hereof, as if fully set forth within.
21. Petitioners petition this Court to compel arbitration since Respondents refuse to arbitrate.
22. By reason of the foregoing, the Court should issue an order compelling arbitration of the dispute between the parties in accordance with the terms of the Agreement between the Parties.

### **COUNT TWO**

#### **(Award Damages under Breach of Contract)**

23. Petitioners repeat and reallege paragraphs 1 through 22 hereof, as if fully set forth within.
24. Respondents failed, neglected, or refused to comply with Article 5 of the Agreement.
25. Respondents failed, neglected, or refused to comply with Article 7 of the Agreement.
26. By reason of the foregoing, the Court should issue an order enforcing payment of the amounts due under the Agreement including accrued interest.

## CONCLUSION

WHEREFORE, Petitioners respectfully request that this Court:

27. Issue an order compelling Respondents to arbitrate all disputes against

Petitioners pursuant to 9 U.S.C. § 4 and 9 U.S.C. § 206 enforcing the arbitration agreement entered by the parties.

28. Issue an order enforcing payment of the amounts due under the Agreement including accrued interest.

Dated: December 29, 2022  
Miami, Florida

Respectfully submitted,



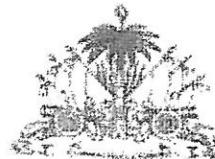
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DUFIRSTSON NEREEL  
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*Pro Se for Petitioner*

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**APPENDIX A**  
**Copy of Arbitration Agreement**



AMBASSADE D'HAÏTI  
WASHINGTON

CONTRAT DE TRAVAIL

ENTRE LES SOUSSIGNÉS:

L'Ambassade d'Haïti aux Etats-Unis d'Amérique représentée par l'Ambassadeur M. Hervé Denis.

Et

M. Dufirstson Julio Neree, représentant de la Firme Freedom Trust Co., LLC identifié par EIN: 52-2350346 et situé au 166 NE 54 Street, Miami, Floride.

Il a été arrêté et convenu ce qui suit :

Article 1. ~~La Firme Freedom Trust Co., LLC s'engage à fournir ses services à l'Ambassade d'Haïti aux Etats-Unis d'Amérique pour les questions liées à la promotion des investissements, aux financements et aux politiques de développement économique. La Firme assume la fonction de conseiller principal de l'Ambassade sous la supervision de l'Ambassadeur. La Firme travaillera de concert avec le Bureau de l'Ambassadeur et la Section Économique de la Mission afin d'atteindre les objectifs suivants :~~

- 1.1 ~~Créer des conditions pour la promotion des investissements ;~~
- 1.2 ~~Développer des partenariats stratégiques pour exécuter des projets d'infrastructure à grande échelle ;~~
- 1.3 ~~Établir des relations avec les institutions de financement du développement ;~~
- 1.4 ~~Étudier les opportunités d'investissement dans différents secteurs et diverses industries à l'économie internationale comme la textile, le tourisme, le gaz naturel, la raffinerie de pétrole, l'énergie, le ciment, l'agro-industrie, le logement social et les transports en commun ;~~
- 1.5 ~~Travailler avec les institutions nationales et internationales pour réaliser la révolution de l'économie haïtienne ;~~
- 1.6 ~~Participer à des réunions pour négocier des accords pour des projets clés de gouvernement haïtien, comme le « Caribbean Basin Economic Recovery Act (CBERA) »;~~
- 1.7 ~~Évaluer les options de financement public et privé pour les projets PPP, comme l'Autoroute à piége et Infrastructures de base.~~

- 1.8 Promouvoir la création d'une offre nationale pour supporter les PPO, comme le Part de travail social du Mois Saint-Nicolas et le Développement du  
Concile Le 2020,
- 1.9 Elaborer la faisabilité d'un Fonds d'Investissement et de Développement de la Diapositive Haïtienne.

Article 2.-

L'ambassade, en contrepartie, s'engage à verser, immédiatement, à la  
Firma Freedom Trust Co. LLC, la somme de US\$ 1,000.00, à titre de frais  
additionnels, convaincu qu'il est précis que l'ambassade remboursera le droit de la  
Firma Freedom Trust Co. LLC, de négocier sur le marché, à titre de  
commission avec les différentes compagnies qui ont fait la transaction.

Article 3.-

Le présent contrat est établi jusqu'à la fin de l'exercice fiscal, soit le 30  
Septembre 2020 et sera reconduit pour la période allant du 1er Octobre  
2020 jusqu'au 30 septembre 2021.

Article 4.-

La Firma Freedom Trust Co. LLC, est liée par l'obligation de disculper  
échouée pour tous les faits et informations dont elle aurait connaissance  
dans l'exercice de ses fonctions. Tous les travaux, recherches, études et  
autres projets réalisés dans le cadre du présent contrat restent et demeurent  
la propriété exclusive de l'ambassade d'Haïti.

Article 5.-

Le Présent contrat sera résilié de plein droit et sans préavis:

- a) En cas de faute grave
- b) En cas de non respect des clauses du contrat
- c) Par le décès du contractant

Article 6.-

La Firma est responsable du paiement des obligations sociales et fiscales  
liées à son statut.

Article 7.-

En cas de dispute, les deux parties s'engagent à recourir à une arbitration  
en fonction des lois Haïtiennes.

Fait à Washington, D.C. en double original et de bonne foi, le

Dufirstson Julio Nerec

Freedom Trust Co., LLC  
Dufirstson Julio Nerec

Hervé Denis

Ambassade d'Haïti  
Hervé Denis

**APPENDIX B**  
**Proof of Delivery of Petitioner's Demands**



**DIAZREUS**  
INTERNATIONAL LAW FIRM

**DIAZ, REUS & TARG, LLP**  
**MIAMI OFFICE**  
100 S.E. 2<sup>nd</sup> Street  
3400 Miami Tower  
Miami, Florida 33131

Tel: (305) 375-9220  
Fax: (305) 375-8050  
[www.diazreus.com](http://www.diazreus.com)

March 15, 2022

**VIA CERTIFIED MAIL**  
**7019 1120 0000 9160 0209**

S.E.M. Ambassadeur Boccit Edmond  
Charge d'Affaires  
Ambassade de la Republique d'Haiti  
2311 Massachusetts Ave., NW  
Washington, DC 20008

Re: Consulting Agreement with Freedom Trust Co., LLC and Mr. Dufirstson Neree

Dear Chef Ambassadeur Edmond:

This firm has been retained as litigation counsel for Freedom Trust Co., LLC (“Freedom Trust”) and Mr. Dufirstson Neree. In August of 2020, Freedom Trust was retained by your Excellency on behalf of The Embassy of the Republic of Haiti (the “Embassy”) to perform consulting services relative to investment promotion, financing, and economic development policy. A true and correct copy of the contract pursuant to which Freedom Trust was retained (the “Consulting Agreement”) is enclosed as Exhibit “A.” On or around August 8, 2021, having satisfactorily discharged all obligations under the Consulting Agreement, Freedom Trust submitted its invoice for \$76,824.17 (the “August Invoice”), a true and correct copy of which is enclosed as Exhibit “B.”

Regrettably, to date, and some 7 months later, the Embassy has failed to satisfy Freedom Trust’s invoice. We trust that this is due to mere oversight on the part of the Embassy. In any case, however, Freedom Trust requires full and prompt payment of the August Invoice. In the event that the August Invoice is not fully satisfied by March 25, 2022, Freedom Trust will be forced to avail itself of all equitable and legal remedies available to enforce payment of the amounts due under the Consulting Agreement, including, without limitation, compelling arbitration by way of the Supreme Court of the United States.

Sincerely,

Ahmand Johnson

**APPENDIX C**  
**Proof of Delivery of Petitioner's Notices**

**U.S. POSTAL SERVICE  
PROOF OF DELIVERY  
INVOICE**

<b>No.</b>	<b>Delivered, Front Desk/Reception/Mail Room</b>
20-12	At 2:49 pm on August 10, 2021
20-11	At 1:29 pm on July 16, 2021
20-10	At 1:32 pm on June 14, 2021
20-9	At 12:27 pm on May 13, 2021
20-8	At Tracking # 9505 5161 5618 1102 4544 45
20-7	At Tracking # 9505 5161 5619 1068 5051 36
20-6	At Tracking # 9505 5161 5619 1040 4977 94
20-5	At Tracking # 9505 5115 8873 1008 3315 64
20-4	At Tracking # 9505 5115 8872 0363 3838 44

# USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 9510811588721221443833[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 2:49 pm on August 10, 2021 in WASHINGTON, DC 20008. The item was signed for by C NINETEEN.

**USPS Tracking Plus™ Available** ▾

## Delivered, Front Desk/Reception/Mail Room

August 10, 2021 at 2:49 pm  
WASHINGTON, DC 20008

**Get Updates** ▾[Feedback](#)

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**Text & Email Updates** ▾

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**Proof of Delivery** ▾

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**Tracking History** ▾

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[FAQs](#)

[Track Another Package +](#)**Tracking Number:** 9510816156181194489946[Remove X](#)

Your item was delivered to an individual at the address at 1:29 pm on July 16, 2021 in WASHINGTON, DC 20008. The item was signed for by C COVID.

**USPS Tracking Plus™ Available** 

### **Delivered, Left with Individual**

July 16, 2021 at 1:29 pm  
WASHINGTON, DC 20008

[Get Updates](#) [Feedback](#)

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[Text & Email Updates](#) 

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[Proof of Delivery](#) 

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[Tracking History](#) 

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Your item was delivered at 1:32 pm on June 14, 2021 in WASHINGTON, DC 20008. The item was signed for by C COVID.

**USPS Tracking Plus™ Available** **Delivered**

June 14, 2021 at 1:32 pm  
WASHINGTON, DC 20008

**Get Updates** 

Feedback

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**Text & Email Updates** 

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**Proof of Delivery** 

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**Tracking History** 

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**USPS Tracking Plus™** 

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[FAQs](#)

# USPS Tracking®

[FAQs >](#)[Track Another Package +](#)**Tracking Number:** 9505511588721130423749[Remove X](#)

Your item was delivered in or at the mailbox at 12:27 pm on May 13, 2021 in WASHINGTON, DC 20008.

**USPS Tracking Plus™ Available** ▾**Delivered, In/At Mailbox**

May 13, 2021 at 12:27 pm  
WASHINGTON, DC 20008

**Get Updates** ▾

Feedback

**Text & Email Updates** ▾**Tracking History** ▾**USPS Tracking Plus™** ▾**Product Information** ▾[See Less ^](#)**Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

[FAQs](#)

**CERTIFICATE OF COMPLIANCE**

No. \_\_\_\_\_

DUFIRSTSON NEREE,

*Petitioner*

v.

AMBASSADE D'HAITI,

*Respondents*

As required by the Supreme Court Rules, I certify that the petition to compel arbitration contains approximately 800 words printed on 8 1/2 - by 11-inch paper prepared in 6 1/8 - by 9 1/4 -inch booklet format using Century Schoolbook font in 12-point type with 2-point or more leading between lines.

I declare under penalty of perjury that the foregoing is true and correct.

December 29, 2022



\_\_\_\_\_  
DUFIRSTSON NEREE  
Florida Bar No. 1032087  
Address: c/o Freedom Trust Co., LLC  
166 NE 54 Street, Miami, FL 33137  
Phone Number: 786-237-1678  
Email Address: [jneree@gmail.com](mailto:jneree@gmail.com)  
*Pro Se for Petitioner*

**CERTIFICATE OF SERVICE**

No. \_\_\_\_\_

DUFIRSTSON NEREE,

*Petitioner*

v.

AMBASSADE D'HAITI,

*Respondents*

I, Dufirstson Neree, pro se for petitioner, hereby certify that on this 23rd day of December, 2022, I caused a single copy of the Petition to Compel Arbitration to be served in compliance with international law on the Respondents.

I further certify that all parties required to be served have been served.

December 29, 2022



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DUFIRSTSON NEREE  
Florida Bar No. 1032087  
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Phone Number: 786-237-1678  
Email Address: [jneree@gmail.com](mailto:jneree@gmail.com)  
*Pro Se for Petitioner*

**PROOF OF SERVICE**

No. \_\_\_\_\_

DUFIRSTSON NEREE,

*Petitioner*

v.

AMBASSADE D'HAITI,

*Respondents*

I certify the mailing of service of process directly and expeditiously to the Minister of Foreign Affairs of the Republic of Haiti at his ordinary place of business in Haiti to:

Son Excellence Monsieur Jean Victor Geneus  
Ministre  
Ministère des Affaires étrangères  
République d'Haïti  
5A, Delmas 60, Musseau, Haïti, HT6120

My fees are: \$4.65 for travel and \$70.34 for services, for a total of \$74.99. Proof of service and delivery is attached.



---

DUFIRSTSON NEREE  
Florida Bar No. 1032087  
Address: c/o Freedom Trust Co., LLC  
166 NE 54 Street, Miami, FL 33137  
Phone Number: 786-237-1678  
Email Address: [jnereee@gmail.com](mailto:jnereee@gmail.com)  
*Pro Se for Petitioner*



Address: 3401 N MIAMI AVE  
MIAMI  
FL 33127  
Location: TMBKI  
Device ID: -BTC01  
Transaction: 940354854914

**FedEx International Priority**

Tracking Number:

392638177210 0.30 lb (S) 70.34

Declared Value 0

Recipient Address:

SEM Jean Victor Genesus  
Ministere des Affaires Etrangeres  
5A, Delmas 68  
mussea  
PORT-AU-PRINCE, HT  
0000000000000000

Scheduled Delivery Date 12/28/2022

Package Information:

FedEx Envelope

Shipment subtotal: \$70.34

Total Due: \$70.34

(S) CreditCard: \$70.34  
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le 20 décembre 2022

Son Excellence Monsieur Jean Victor Geneus  
Ministre  
Ministère des Affaires étrangères  
République d'Haïti  
5A, Delmas 60, Musseau, Haïti, HT6120

Cher Ministre Geneus:

Je suis le Requérant dans une affaire dans laquelle le Gouvernement d'Haïti est défendeur. J'ai l'honneur de renvoyer le ministère des Affaires étrangères au procès intitulé, *Dufirstson Neree, Freedom Trust Co., LLC ("Requérants") v. Ambassade d'Haïti, Boccit Edmond, Wiguen Etienne*. L'affaire sera déposée devant la Cour suprême des États-Unis, Washington, District de Colombie, comme ci-joint.

Le Requérant transmet ci-joint une requête et les pièces justificatives. La présente note vaut signification de ces documents au Gouvernement d'Haïti, conformément au droit international. En conséquence, les Requérants demandent que la requête ci-jointe soit transmise à l'autorité compétente du Gouvernement d'Haïti en vue de prendre toutes les mesures nécessaires pour éviter un jugement par défaut.

Je vous prie d'agrérer, Ministre, mes salutations distinguées.

Respectueusement soumis,



DUFIRSTSON NERE  
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