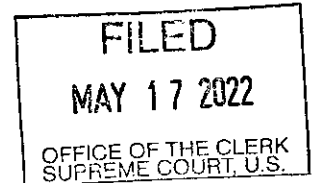


ORIGINAL

21-7937

No.



IN THE

Supreme Court of the United States

Richard Rodrick MacDonald

Petitioner

v.

UNITED STATES

Respondent

On Petition for Writ of Certiorari

To the United States Court of Appeals for the
Federal Circuit

PETITION FOR WRIT OF CERTIORARI

Richard Rodrick MacDonald

Petitioner Pro Se

William P. Clements Unit

9601 Spur 591

Amarillo, Texas 79107-9606

QUESTION(S) PRESENTED

1. Did the United States Court of Federal Claims lawfully invalidate this Arbitration Award?

Or, question restated:

Can a lower Federal Court vacate, dismiss, override, or render invalid, a contract, award or claim for enforcement **without any basis, material facts, grounds or proof of any violation of law, including violations under the Federal Arbitration Act § 10 (1-5)?**

2. Did the United States Court of Federal Claims unlawfully deny these parties their right to grant authority to their Arbitrator, as an obligation of their Contract?

Or, question restated:

When all parties unanimously agree to a contract, an Arbitration Association and it's award, before any court is involved, can a lower federal court, **diminish, remove or deny the authority given to the Arbitrator by all parties, when the Supreme Court holds, the Arbitrator derives it's authority from the parties?**

3. Did the United States Court of Federal Claims lawfully render invalid, an arbitration award, as a neutral party to the Contract?

Or, question restated:

Can a lower Federal Court vacate, dismiss, or render invalid a Contract, Arbitration Award, or Claim for enforcement when **neither party has disputed them or filed a motion or application to vacate them?**

Supreme Court of the United States

MacDonald v. United States

PARTIES

[X] All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Mark Wayne Nation, Michael Joe Horton, Kenneth Deshawn Edwards, Benjamin Wayne Burden, Rudolf Joseph Roethel, Frderick Riley Abbott, Kirby Terrence Embry, Kevin Othell Laferney, Richard Lee Britten, Corey Shane Norman, Ray Von Burger, Jr.,
Plaintiffs

Richard Rodrick MacDonald,
Plaintiff-Appellant

v.

UNITED STATES, United States, UNITED STATES GOVERNMENT, ET AL
Defendant-Appellee

RELATED CASES

Nation v. United States, No. 1:21-cv-01874-DAT, United States Court of Federal Claims. Judgment entered on October 22, 2021.

Richard Rodrick MacDonald, v. UNITED STATES, a.k.a. Nation v. U.S. No. 2022-1256, United Sates Court of Appeals for the Federal Circuit Judgment entered on February 23, 2022, Mandate issued on April 18, 2022

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Exhibit B- Contract J3:16fGsltwthghobS

Exhibit C- Dispute Resolution With Complaint on Demand

Exhibit D- Arbitration Award # SAA-HOHA-T9KDRNQ-TQRNF2LX-5896.

Exhibit E- Syllabus- Justice Kavanaugh

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Exhibit G- Notice of Opt-In forms Opportunity to perform Obligation

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STATUTES AND RULES

Federal Arbitration Act
U.S.C. Title 9 Sections 1-16
Restatement of Contracts

OTHER

Supreme Court of the United States

MacDonald v. United States

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

For cases from federal courts:

The opinion of the United States court Appeals appears at Appendix A to the petition and is:

is unpublished

The opinion of the United States Court of Federal Claims appears at Appendix B to the petition and is

is unpublished

Supreme Court of the United States

MacDonald v. United States

JURISDICTION

For cases from federal courts:

The date on which the United States Court of Appeals decided my case was

February 23, 2022.

No petition for rehearing was timely filed in my case.

The Jurisdiction of this court is invoked under 28 U.S.C. § 1254(1)

Supreme Court of the United States

MacDonald v. United States

**CONSTITUTIONAL AND STATUTORY
PROVISIONS INVOLVED**

The Constitution for the united States of America

Amendments V & XIV

Article 1 section 10

Article 4 section 4

The Federal Arbitration Act

U.S.C. Title 9 Sections 1-16

STATEMENT

As a Pro Se Petitioner the Petitioner respectfully requests that these pleadings be held to a less stringent standard than those of a professional lawyer as in *Haines v. Kerner*, 404 U.S.519, 520-21 (1972).

The Undersigned Petitioner, along with all other Plaintiffs named herein, are currently sustaining Citizenship under the Creator within His Creation. Some may now and have previously, mistakenly or falsely proclaimed/proclaim and sustained/sustain, that they are the fiction of Law UNITED STATES CITIZEN or STATE OF... CITIZEN by and through semantic deceit and constructive fraud. All Undersigned Claimants/Plaintiffs are under unlawful presumptive and assumptive care, custody and/or control.

The relevant Contract between the parties provided for Arbitration, in accordance with the Federal Arbitration Act § 5 is examinable in Exhibit B pg. 30 para. #3; & Exhibit C pg. 5 lines 13-33 & pg. 10 lines 45-49, Original Complaint, Appendix B

These Plaintiffs sought judicial enforcement of their Opt-In Declaration Agreements/Contracts. See Exhibit G - Original Complaint Appendix B. The Award Settlement was already confirmed by Phillip Hudok, et al, before the instant Complaint was filed. Evidence of this fact exists in the absence of any ongoing dispute(s) between the original parties. This Arbitration Award was already issued and the dispute: Phillip Hudok, et al, v. UNITED STATES was resolved!

Judge David A. Tapp of the United States Court of Federal Claims had no authority to invalidate this Arbitration Award, nor declare the Contract to be irrational, fantastic, or delusional as the Parties are Masters of their own choice and can select terms and provisions that they choose. 113 S.W.3d 400; Cross Timbers Oil Co. v. Exxon Corp. "Parties are generally free to structure their arbitration agreements as they see fit." 254 F3d 588, 514 U.S. 52

From the beginning of the Contract process to the choosing of the Arbitration Association, to the Plaintiffs filing of the Complaint for enforcement of the Opt-In Beneficiary Provision, every Party has received every document. The documents were presented openly nothing was hidden, no attempts at deceit or fraud occurred at any point. Every Party had an equal opportunity to refuse, dispute, debate or make a counter-offer and none did. Judge Tapp claims fraud and deceit but will not show anyone any proof that fraud and deceit exist. Judge Tapp is a neutral party to the original contract, and to the previously resolved dispute and has no lawful authority to invalidate the instant award and no choice but to confirm and enforce it.

"Arbitration awards are only reviewable for manifest disregard of law." 500 F2d 424 431; Carte Blanche (Singapore) v. Carte Blanche (Int.), 888 F.2d 260; Wilkos 338 F. Supp. 287, and 346 U.S.436-437.

In Support of Question #1

Can a lower Federal Court vacate, dismiss, override, or render invalid, a contract, award or claim for enforcement without any basis, material facts, grounds or proof of any violation of law, including violations under the Federal Arbitration Act § 10(1-5)?

THE FEDERAL ARBITRATION ACT

§ 10 Vacation; Grounds; Rehearing

(a) In any of the following cases the United States Court in and for the District wherein the Award was made may make an order vacating the Award upon the application of any Party to the Arbitration.

(1) Where the Award was procured by corruption, fraud or undue means.

(2) Where there was evident partiality or corruption in the Arbitrators or either party.

Judge David A. Tapp of the United States Court of Federal Claims and Confirmed by the Court of Appeals, ruled that: "Plaintiffs' Complaint (ECF 1) is dismissed with prejudice." Judge Tapp never gave any factual basis or evidence to show which rule or how the rule was used to vacate or dismiss the Award.

There is no evidence that the Federal Arbitration Act, was violated and the Defendants present no proof of a violation, or that §10 Vacating, or §11 Modifying was necessary.

Did the United States Court of Federal Claims lawfully invalidate this Arbitration Award?

By which law did the authority arise to do so ?

“We must sustain an arbitration award even if we disagree with the arbitrator’s interpretation of the underlying contract as long as the arbitration decision ‘draws it’s essence’ from the contract.”

26 F.3d 1314

“ It is well settled that the judicial review of an arbitration award is narrowly limited, the award may be vacated only if at least one of the grounds specified in U.S.C. §§ 9 -10 is found to exist.”

Barbier v. Shearson Lehman Hutton Inc. 948 F.2d 117.

Furthermore, “In the absence of any indication that the award was made in manifest disregard of the law, courts will not look beyond a lump sum award in an attempt to analyze the reasoning process of the arbitrator, the arbitrator need not explain their rationale for an award to be confirmed.”

NONE OF THE GROUNDS EXIST! - Emphasis supplied by Petitioner throughout.

Neither court presents any evidence that the Arbitration Award can be vacated or invalidated by them without good cause, such as is mandated in 9 U.S.C. §§ 9-11. None of the grounds specified exist. Therefore the Court cannot lawfully invalidate the Arbitration Award # SAA-HOHA-T9KDRNQ-TQRNF2LX-5896.

Contract J3:16fGsltwthghobS, the Award or Complaint filed in the United States Court of Federal Claims. Judge Tapp and the Appeals Court did not approve of the terms of the Contract and have made a gross attempt to block and cover for the Respondent/Defendants even after they willingly entered into a Contract within the guidelines and rules of U.C.C. and Restatement of Contracts.

“If the Contract (valid or otherwise) contains an Arbitration Clause the proper forum to determine whether the Contract is valid or not is the Arbitration Tribunal” Heyman v. Darwins Ltd. (1942) AC 365.

In Support of Question # 2

When all parties unanimously agree to a contract, an Arbitration Association and its award, before any court is involved, can a lower federal court, diminish, remove or deny the authority given to the Arbitrator by all parties, when the Supreme Court holds, the Arbitrator derives its authority from the parties?

From the United States Court of Federal Claims No. 21-1874, confirmed by the Court of Appeal No. 2022-1256, “... seeking to enforce a supposed arbitration award...” and “...this court finds that the SITCOMM ARBITRATION ASSOCIATION award is not a valid legal document.” These false allegations have no basis in fact.

Neither party has disputed any part of the Contract J3:16fGsltwthghobS, the choosing of the Arbitration Company, or its' award/contract. All parties were presented all documents allowing for refusal,

disputes, debate or counter offers. In each document/offer to contract was made the provision that silence is acquiescence, (Restatement of Contracts 2d, 39 & 2d 69 (1) (2)) and if agreeing by silence that would include estoppel. Again there was no refusal, dispute, debate or counter offer to any part. All parties are bound by the Contract J3:16fGsltwthghobS as the Supreme Court held in 489 U.S. 468, "The thrust of the federal law is that arbitration is strictly a matter of contract; the parties to an arbitration agreement should be at Liberty to choose the terms under which they arbitrate."

Did the United States Court of Federal Claims unlawfully deny these parties their right to engage in Arbitration as an obligation of their Contract ?

How could they when the Award was already issued?

All the parties unanimously chose to use the SITCOMM ARBITRATION ASSOCIATION and it's award before ever presenting any part of the contract or award to a court. The Supreme Court addresses "...from whom does the Arbitrators derive their authority?"

AT&T Tech Inc. v. Communications Workers, 475 U.S. 649-50 "...recognizes the fact that Arbitrators derive their authority to dissolve disputes only because the parties have agreed in advance to submit such grievances to arbitration." The Original Parties, Hudok v. U.S. agreed in advance !

If not agreed in advance the lower court have stated in Dale S. Coenen v. R.W. Presspritch & Co., 453 F.2d 1209 citing Wilkos 346 U.S. 438 "Courts have held that agreements to arbitrate made after a dispute has arisen is valid."

All parties, including the United States, have unanimously given authority to SITCOMM

ARBITRATION ASSOCIATION so where does the United States Court of Federal Claims get authority to diminish the authority of ALL the parties and "...the Liberty to choose the terms under which they arbitrate?"

The Supreme Court continues in 489 U.S. 468, "The Federal Arbitration Act's principal purpose is to ensure that private arbitration agreements are enforced according to their terms." The United States Court of Federal Claims Violates this decision by the Supreme Court.

Judge David A. Tapp of the United States Court of Federal Claims and Confirmed by the Court of Appeals, ruled that "this action will be Dismissed as frivolous pursuant to 28 U.S.C. § 1915(e)(2)(B)." Plaintiffs Complaint (ECF No. 1) is Dismissed with prejudice as frivolous. See: DISMISSAL pg. 3, Paragraphs 3 & 4 APPENDIX #B

The Agreement to go into Arbitration was between the Parties in Exhibit B pg. 30 para. #3; & Exhibit C pg. 5 lines 13-33 & pg. 10 lines 45-49, Appendix B. Is this aforementioned agreement also invalid or now of no effect ?

In, Henry Schein Inc. v. Archer and White Sales (2019) Supreme court Justice Kavanaugh delivered the following opinion for a unanimous court "...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." Arbitration was assigned by Contract.

Further, in AT&T Tech. Inc. v. Communications Workers 475 U.S. 643, 649-650 (1986), Supreme Court Justice Kavanaugh holds that "...we have held that a court may not rule on the potential merits of the underlying claim, whether arguable or not even if it appears to the court to be frivolous."

"It is well settled that the judicial review of an arbitration award is narrowly limited, the award may be vacated only if at least one of the grounds specified in U.S.C. §§ 9-11 is found to exist."

Barbier v. Shearson Lehman Hutton Inc. 948 F.2d 117.

Furthermore, "In the absence of any indication that the award was made in manifest disregard of the law, courts will not look beyond a lump sum Award in an attempt to analyze the reasoning process of the arbitrator, the arbitrator need not explain their rationale for an award to be confirmed."

Support for Question #3

Can a lower Federal Court vacate, dismiss, or render invalid a Contract, Arbitration Award, or Claim for enforcement when neither party has disputed them or filed a motion or application to vacate them?

THE FEDERAL ARBITRATION ACT

§ 10 Vacation; Grounds; Rehearing

(a) In any of the following cases the United States Court in and for the District wherein the Award was made may make an order vacating the Award upon the application of any Party to the Arbitration.

(1) Where the Award was procured by corruption, fraud or undue means.

(2) Where there was evident partiality or corruption in the Arbitrators or either party.

NO PARTY HAS FILED ANY MOTION OR APPLICATION TO VACATE AT ANY TIME.

Did the United States Court of Federal Claims lawfully render invalid, an award, as a neutral party to the Contract?

This Arbitration Award # SAA-HOHA-T9KDRNQ-TQRNF2LX-5896, was received by Phillip Hudok, et al, the original Party that entered into the Contract J3:16fGsltwthghobS with the UNITED STATES. The dispute was resolved ! See: Document #2- APPEAL BRIEF- Appendix A: The United States Court of Federal Claims offers no proof or evidence that this specific Award # SAA-HOHA-T9KDRNQ-TQRNF2LX-5896 is not valid, irrevocable and enforceable under the Arbitration Act U.S.C. 9 §§16.

The Petitioner demands that the United States Court of Federal Claims to produce a motion or application requesting the court vacate if none exists then produce Facts- show Proof/Facts of corruption, fraud or undue means! 9 U.S.C. § 9-11 How is invalidating this award warranted or justified without a motion or application to vacate? What are the terms or the grounds applied to invalidate the award? Is hearsay all there is? No facts exist! The United States Court of Federal Claims offers no proof of its' claims that the Arbitration Award is not valid or why it is classified as "gibberish", when even laymen can understand it.

It was already agreed upon by both parties in the Original Dispute that the Respondents are bound to the explicit terms of the Contract J3:16fGsltwthghobS,

and the procedure/process for remedy, and "that it is irrevocable, and NO court regardless of jurisdiction, venue and law form may interfere and/or overturn by any process or procedure of the final binding award, decision, judgment and/or disposition." (See: page 10 of 30, Lines 46-50 of Exhibit C Appendix B). The Honorable, United States Court of Federal Claims and the Appeal Court for the Federal Circuit are included as Respondent parties/agents and are named in the foregoing provision, and are forbidden from interfering through stultification, with these proceedings where the Respondent party, the United States, has already agreed not to.

Opinions of doubt and skepticism are not sufficient to invalidate this Arbitration Award. See: DISMISSAL pg. 2 para. 3 and pg. 3 line 1 Appendix B.

This Court presented no evidence to show that SITCOMM procured this Arbitration Award by corruption fraud or undue means. The Arbitrator operated within the powers delegated by the Contractual Agreement and a mutual, final, and definite award upon the subject matter submitted, was produced; and due process was rendered between the parties, pursuant to U.S.C 9 §§ 1-16. The United States Court of Federal Claims alleges that this award is a fake, (See: DISMISSAL pg. 2. para. 2; Appendix B) but offers no proof only innuendo.

"An Arbitrator's Award should not be vacated for errors of law and fact committed by the Arbitrator and the court should not attempt to mold the Award to their sense of justice" Aftor v. Geico Insurance Co., 110 AD 3d 1062, 974 NY2d 95 (2nd Dept. 2013).

"It is well settled that the judicial review of an arbitration award is narrowly limited, the award

may be vacated only if at least one of the grounds specified in U.S.C. §§ 9-11 is found to exist.”

Barbier v. Shearson Lehman Hutton Inc. 948 F.2d 117.

Furthermore, “In the absence of any indication that the award was made in manifest disregard of the law, courts will not look beyond a lump sum award in an attempt to analyze the reasoning process of the arbitrator, the arbitrator need not explain their rationale for an award to be confirmed.”

The Honorable, United States Court of Federal Claims and the Appeal Court for the Federal Circuit have intervened as a member of Respondent/Defendant parties/agents and assumed an interest that interferes excessively with the Rights of the original Parties/Plaintiffs to conduct the suit as prescribed by the contractual agreement, and Petitioner’s status as an Opt-In Beneficiary. See: F.R.C.P. 24. Such an interest is grounds for disqualifying of a judge or juror as biased. See: 65 So. 2d 294,297. In this case there exists blatant bias to a degree of giving the appearance of impropriety.

CONTRACT HISTORY/SUMMARY

On December 7, 2018, Phillip Hudok and 5 other patriots demanded through legal complaints, and in stipulation form, that the Federal Government provide Constitutional authority for 573 claims of “interface with the people” by under and through the Constitution for the united States of America c1819, (See **Exhibit B-Original Complaint-Appendix B**) and when the government failed to produce the requested information by non-response, the Constitution was established as a breached

contract. Those claiming Lawful and Legitimate authority are committing flagrant and willful un/non-Constitutional actions and inactions, processes, constructs, and procedures of the alleged "Lawful and Legitimate Authority". There is still no answer, or proof of their authority.

Phillip Hudok, et al, offered a new Contract J3:16fGsltwthghobS, to the Federal Government which was accepted and included all Americans as Beneficiaries. These claimants offered to enter into dispute resolution with the federal government but that offer was not accepted and a neutral third party began the arbitration process. The Arbitration provision is in the Contract J3:16fGsltwthghobS (Original Complaint Exhibit B pg. 30 Para. # 3 – Appendix B). Said Contract constitutes an agreement of all interested Parties and in the event of default, their acceptance, through silence/failure to respond.

The breaches, 573, were filed in demand and complaint format to an independent third party in compliance with the Contract J3:16fGsltwthghobS and the counter-offer. They were afforded full opportunity to reply and appear at Arbitration and yet failed to do either. The Respondents, by their silence agreed and acknowledged that they breached the terms of Contract J3:16fGsltwthghobS by utterly failing to perform its obligations there under, and explicitly consents to any necessary provisional remedies and relief, orders for specific performance, interim and other awards and judicial enforcement thereof.

On August 19, 2019 an Arbitration Award was issued and affirmed that the Contract was valid, enforceable and was procured absent fraud. See Exhibit D Appendix B, Original Complaint. The

Arbitrator's Decision and award is final. As agreed by the Parties, NO action is permitted in perpetuity to contest the Arbitration Award in any manner or form. This Award settled the dispute that formerly existed between the Parties.

All Americans are granted the opportunity to demand full settlement of this Award. Then, on February 27 2020, the Right, Privilege, and Prerogative, to Opt-in to the Contract J3:16fGsltwthghobS, was made available to all Americans through an Opt-In provision that is an integral part of Contract J3:16fGsltwthghobS and Dispute Resolution (Exhibit C Original Complaint Appendix B)(Document #4 of Appendix A and Exhibit J, Appendix B).

From: Hall St. Assoc. LLC v. Mattel Inc. 552 U.S. 576

“Prior to the passing of the Federal Arbitration Act, American courts were generally hostile to Arbitration, they refused with rare exceptions, to order specific enforcement of executory agreements to arbitrate. Section 2 of the Federal Arbitration Act responded to this hostility by making written arbitration agreements valid, irrevocable, and enforceable. Furthermore, Congress significantly limited the grounds for Judicial Vacature or modification of such Awards from “hostile” and “meddlesome courts”. The Federal Arbitration Act (FAA) 9 U.S.C. §§ 9-11 provides expedited judicial review to confirm, vacate or modify arbitration awards. Under 9 U.S.C. courts must confirm an award, unless it is vacated, modified, or corrected, as prescribed in §§ 10 & 11; section 10 lists grounds for vacating an award including where the award was procured by corruption, fraud or undue means or where the arbitrators were guilty of

misconduct or exceeded their powers. Petitioner believes Judge Tapp Exceeded his authority/powers.

Further, in AT&T Tech. Inc. v. Communications Workers 475 U.S. 643 649-650 (1986), Supreme Court Justice Kavanaugh holds that "...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." Judge Tapp ruled that this Contract was delusional, fantastic, fanciful, frivolous, but See: **Document #1 Appendix A**; this is an example of an Award Settlement. It is not delusional or fanciful.

It was already agreed upon by both parties in the Original Dispute that the Respondents are bound to the explicit terms of the Contract J3:16fGsltwthghobS, and the procedure/process for remedy, and "that it is irrevocable, and NO court regardless of jurisdiction, venue and law form may interfere and/or overturn by any process or procedure of the final binding award, decision, judgment and/or disposition." The Honorable, United States Court of Federal Claims and the Appeal Court for the Federal Circuit are included as Respondent parties/agents and are named in the foregoing provision, and are forbidden from interfering through stultification, with these proceedings. (page 10 of 30, Lines 46-50 of Exhibit C Appendix B) where they have already agreed not to interfere.

The Federal Arbitration Act was established to prevent exactly what the Appeals court and Judge David A. Tapp did.

REASON FOR GRANTING THE WRIT OF
CERTIORARI

This Common Law Writ is presented in order That the Honorable Supreme Court of the United States may inspect the foregoing proceedings and determine that there have been irregularities that need redress. A positive outcome for the Petitioner in this case will affect all American Citizens, whose rights will then be upheld. The Constitution for the united States of America guarantees all Citizens the Right to Contract without interference, (Art. 1 §10) and the Right to a Republican form of government, (Art.4 § 4). The Plaintiffs in this case are asserting this Right by, through and under their Opt-In Declarations, which the United States Judiciary have, as agents of the United States, agreed by contract, to enforce! The Petitioner and all other Opt-In Beneficiaries have legally and lawfully abandoned the breached contract and legally and lawful entered into a new one, Contract J3:16fGsltwthghobS with the de facto United States government, based solely on God's blueprint and lawform, free-will and responsibility to God who ordained it. Petitioner merely sought the enforcement of his Opt-In Declaration by the Honorable Court of Federal Claims but, instead was denied Due Process, Amendments 5 & 14, and the Obligation owed him by Contract, Article 1 §10, of the Constitution for the united States, as well as violating his right to the provisions of the Federal Arbitration Act. A positive outcome will redress these wrongs and render an enforcement of his Opt-In Declaration.

CONCLUSION

For the foregoing reasons, and to uphold the rule of law, a writ of certiorari should be granted.

Respectfully Submitted,

Richard MacDonald

Date: May 19, 2022