

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

QATAR NATIONAL BANK (Q.P.S.C.),

Petitioner,

v.

**THE REPUBLIC OF SOUTH SUDAN
AND BANK OF SOUTH SUDAN,**

Respondents.

Civil Action No.: 1:25-cv-01870

Judge: Timothy J. Kelly

ANSWER OF RESPONDENT BANK OF SOUTH SUDAN

COMES NOW Respondent the Bank of South Sudan, by and through undersigned counsel, and, pursuant to Fed.R.Civ.P. 7 and 8, answers the Petition as follows:

FIRST DEFENSE

The Petition fails to state a claim upon which relief can be granted.

SECOND DEFENSE

This court lacks personal jurisdiction over Respondent. Service of process was not completed in accordance with the requirements of the Foreign Sovereign Immunities Act (“FSIA”) and with the requirements of due process. Petitioner’s proof of service of process was insufficient, and the Petition did not comply with LCvR5.1(d).

THIRD DEFENSE

This Court lacks subject matter jurisdiction.

FOURTH DEFENSE

To the extent that any award or judgment in this case would be inconsistent with public, legislative or judicial acts of the Republic of South Sudan within its own borders, this case would be barred by the act

of state doctrine.

FIFTH DEFENSE

To the extent that termination of the underlying contract was necessitated by the requirement for obedience to a mandate of the government of the Republic of South Sudan, this Petition would be barred by the foreign sovereign compulsion doctrine.

SIXTH DEFENSE

ICSID lacked jurisdiction to consider any claim by Petitioner against a foreign state. Petitioner is under the control of a foreign state to such an extent that the dispute was between two states, and was outside the jurisdiction of ICSID. The Bank of South Sudan was not subject to Arbitration under the Facilities Agreement.

SEVENTH DEFENSE

The Petition should be dismissed under the principle of international comity.

EIGHTH DEFENSE

Petitioner is not entitled to have a federal district court rubber-stamp an ICSID award.

NINTH DEFENSE

The court has the authority and the jurisdiction to consider all defenses that were not fully and completely presented and fully and completely decided by ICSID.

TENTH DEFENSE

The Petition is barred by any fraud in the Facilities Agreement.

ELEVENTH DEFENSE

The Petition is barred by any illegality in or related to the Facilities Agreement.

TWELFTH DEFENSE

The Petition is barred by any unclean hands in the Facilities Agreement.

THIRTEENTH DEFENSE

Respondent adopts each defense and answer asserted by Respondent in the ICSID arbitration, and this court, or an appellate court, should permit or direct the consideration of those defenses as new law or as an extension or modification of existing law where consideration of those defenses and answers is consistent with US public policy.

FOURTEENTH DEFENSE

The award is not entitled to full faith and credit.

FIFTEENTH DEFENSE

The defenses, and other legal contentions asserted herein are warranted by existing law or, in part with respect to subject matter jurisdiction, personal jurisdiction, sovereign immunity and the scope of this court's jurisdiction, by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law.

SIXTEENTH DEFENSE

Respondent responds with particularity and in like-numbered paragraphs to the averments of the Petition, such averments being set out in bold below, including footnotes, but see LCvR 5.1(d), and, to the extent that no response is expressly made, the averment is denied and strict proof demanded thereof:

PETITION TO ENFORCE ICSID ARBITRAL AWARD

- 1. The arbitration award (the "Award") was rendered in favor of Petitioner and against the Republic of South Sudan ("South Sudan") and the Bank of South Sudan ("BSS") (together, the "Respondents") on May 7, 2024, following an arbitration (the "Arbitration") before the International Centre for the Settlement of Investment Disputes ("ICSID"). A certified copy of the Award is attached as Exhibit 1 to the Declaration of Jovana Crncevic ("Crncevic Decl.") which is concurrently filed herewith. The Tribunal's Decision on Jurisdiction and Liability, dated January 5, 2024 (the "Liability Award") is attached to the Award and incorporated by reference therein. (See Award ¶ 1.)**

Denied as incomplete. Admitted as to the date of the Award. Admitted that a certified copy of the Award is attached as Exhibit 1, which speaks for itself.

2. **In the Award, the Tribunal rejected all of Respondents’ jurisdictional objections, found that Respondents had breached the Facility Agreement dated April 5, 2018 (the “Facility Agreement”) between QNB, South Sudan, and BSS (Crncevic Decl. Ex. 2), and awarded QNB monetary damages as described herein.**

Denied in that the Award did not address all of Respondents’ jurisdictional objections, and as to all other averments, denied as incomplete and because the Award speaks for itself.

3. **To date, Respondents have not satisfied any portion of the Award.**

This averment contains terms that are too vague to warrant a response and is therefore denied and strict proof is demanded thereof.

4. **Respondents have not sought to annul the Award pursuant to Article 52 of the ICSID Convention and Rules 50 and 52-55 of the ICSID Arbitration Rules, and the 120-day deadline for seeking annulment under those provisions has also expired. Nor have Respondents sought to stay enforcement of the Award pursuant to Article 50, 51, or 52 of the ICSID Convention or Rule 54 of the ICSID Arbitration Rules. (*See infra* ¶ 33.)**

This averment calls for a legal conclusion as to deadlines and expiration, to which no response is required and, to the extent that a response is required, is denied and strict proof demanded thereof.

5. **Pursuant to Article 54(1) of the ICSID Convention and 22 U.S.C. § 1650a, an arbitral award issued under the ICSID Convention is not subject to collateral attack—in essence, a re-argument of aspects of the Arbitration, its proceedings or the Award—and must be enforced and given the same full faith and credit as if it were a final judgment of a court in the United States.**

This averment calls for a legal conclusion to which no response is required, and to the extent that a response is required is denied, and strict proof is demanded thereof.

6. **Accordingly, Petitioner requests that this Court enter an Order: (1) enforcing the Award in the same manner as a final judgment issued by this Court; (2) entering judgment in Petitioner’s favor and against Respondents in the amounts specified in the Award plus post-award interest; and (3) awarding QNB such other and further relief as this Court may find just and proper.**

Respondent prays that the request be denied.

THE PARTIES

7. **Petitioner QNB is a company incorporated under the laws of the State of Qatar, and part of the QNB Group, which is headquartered in Doha, Qatar.¹ Petitioner QNB provides banking and financial services, including to corporations and governments with operations in Africa, Europe and Asia, among other jurisdictions.**

Denied as incomplete, in that the averment fails to disclose control. As to the specific averments, Respondent has insufficient information to form a belief as to their truth, and therefore denies the same and demands strict proof thereof.

8. **Respondent South Sudan is a foreign state within the meaning of the Foreign Sovereign Immunities Act, 28 U.S.C. § 1603.²**

Admitted that South Sudan is a foreign state.

9. **Respondent BSS was established as the Central Bank of South Sudan in 2011 and, as an agency or instrumentality of a foreign state, constitutes a “foreign state” within the meaning of the Foreign Sovereign Immunities Act, 28 U.S.C. § 1603(a).**

This averment calls for a legal conclusion to which no response is required.

JURISDICTION AND VENUE

10. **This Court has subject matter jurisdiction over this action pursuant to 22 U.S.C. § 1650a(b), which provides that “[t]he district courts of the United States . . . shall have exclusive jurisdiction over actions and proceedings” to enforce awards entered under the ICSID Convention.**

Denied.

11. **This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1330(a) because both Respondents are foreign states that are not entitled to sovereign immunity for three separate reasons, as set out in 28 U.S.C. § 1605:**

¹ Qatar is a Contracting State to the ICSID Convention, which it signed on September 30, 2010. About ICSID, Member States, ICSID, <https://icsid.worldbank.org/about/member-states/database-of-member-states> (last visited May 28, 2025). The Convention entered into force for Qatar on January 20, 2011. *Id.* QNB is therefore a “national” of a “Contracting State” within the meaning of Articles 25(2)(b) and 36(1) of the ICSID Convention.

² South Sudan is a Contracting State to the ICSID Convention, which it signed and ratified on April 18, 2012. About ICSID, Member States, ICSID, <https://icsid.worldbank.org/about/member-states/database-of-member-states> (last visited May 28, 2025). The Convention entered into force for South Sudan on May 18, 2012. *Id.*

- a. First, Respondents have “irrevocably and unconditionally . . . waive[d] and agree[d] not to claim any sovereign or other immunity from the jurisdiction of the English courts or the courts of any other jurisdiction in relation to the recognition of” an arbitration award arising out of the Facility Agreement, and further “agree[d] to ensure that no such claim is made on [their] behalf,” and are therefore not entitled to immunity under 28 U.S.C. § 1605(a)(1). (Facility Agreement § 40.5 (Crncevic Decl., Ex 2).)
- b. Second, in addition to their explicit contractual waiver, Respondents have impliedly waived sovereign immunity pursuant to 28 U.S.C. § 1605(a)(1) by agreeing to the ICSID Convention. *See Pezold v. Republic of Zimbabwe*, 2023 WL 5547912, at *3 (D.D.C. Aug. 9, 2023) (noting that courts “have held that the ‘waiver exception’ applies in ICSID enforcement actions”), *aff’d sub nom. von Pezold v. Republic of Zimbabwe*, 2024 WL 4763943 (D.C. Cir. Nov. 13, 2024); *see also ConocoPhillips Petrozuata B.V. v. Bolivarian Republic of Venezuela*, 628 F. Supp. 3d 1, 7 (D.D.C. 2022) (finding the State “implicitly waived its sovereign immunity with respect to suits to recognize and enforce ICSID awards by becoming a Contracting State to the ICSID Convention”).
- c. Third, pursuant to 28 U.S.C. § 1605(a)(6), Respondents are not immune from suit because this action seeks to enforce an award governed by the ICSID Convention, which is a treaty in force in the United States for the recognition and enforcement of arbitral awards. *See Pezold*, 2023 WL 5547912, at *3 (“Courts, including this one, have consistently ‘held that the FSIA’s arbitration exception confers subject matter jurisdiction over petitions to enforce ICSID awards.’”) (quoting *Micula v. Government of Romania*, 404 F. Supp. 3d 265, 277 (D.D.C. 2019), *aff’d*, 805 Fed. Appx. 1 (Mem) (D.C. Cir. 2020)).

Denied.

- 12. This Court has personal jurisdiction over Respondents pursuant to 28 U.S.C. § 1330(b), where Petitioner is making service in accordance with 28 U.S.C. § 1608.

Denied.

- 13. Venue is proper in this Court pursuant to 9 U.S.C. § 204 and 28 U.S.C. § 1391(f)(4), which provides that a civil action against a foreign state may be brought in the United States District Court for the District of Columbia.

This averment calls for a legal conclusion to which no response is required and, to the extent that a response is required, is denied and strict proof demanded thereof.

FACTUAL BACKGROUND

I. Summary of the Underlying Dispute

- 14. The underlying dispute between the Parties arose out of Respondents' failure to reimburse the credit facilities provided by Petitioner. Shortly after obtaining independence in 2011, South Sudan, through BSS, engaged with QNB to provide credit facilities with which businesses that were approved by the government would finance essential imports, including specific commodities to aid South Sudan's development such as food and agricultural products, pharmaceuticals, construction materials and refined oil products. (Liability Award ¶ 54.) This credit facility was increased and renewed thereafter. (*Id.* ¶¶ 55-64.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

- 15. In May 2015, BSS defaulted on payment obligations it had assumed in connection with the credit facilities provided by Petitioner. As such, Petitioner and BSS entered into a restructuring agreement on February 3, 2016 for the repayment of BSS's outstanding obligations (the "2016 Agreement"). (*Id.* ¶ 63.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

- 16. On April 5, 2018, Petitioner entered into an agreement with South Sudan and BSS to restructure the debt owed to QNB and refinance obligations under the 2016 Agreement as well as to increase lending to South Sudan. This was done by way of the Facility Agreement which was executed by South Sudan as borrower and BSS as guarantor. (*Id.* ¶ 64.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes

a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

- 17. Under the Facility Agreement, Petitioner agreed to make available to South Sudan a term loan facility of US\$700 million. (Id.) Such amounts were to be used for the purpose of refinancing credit given for the acquisition of goods to aid South Sudan’s development, as well as to support the management of the balance of payments of South Sudan. (Id. ¶ 198.) Under the Facility Agreement and its Addendum No. 1, the repayment of the amounts provided to South Sudan was anticipated to be spread over a 15-year period, starting March 31, 2019. (Id. ¶¶ 65, 203.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

- 18. On January 21, 2019, South Sudan submitted a “Utilisation Request” (as defined in the Facility Agreement) to Petitioner for a drawdown of the total loan facility amount of US\$700 million.³ (Id. ¶ 77.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

- 19. On February 18, 2019, Petitioner transferred to the Ministry of Finance and Economic Planning of South Sudan the amount of US\$ 659,814,830.070. (Id.)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the

³ Clause 1.1 of the Facility Agreement defines Utilisation Request as “a notice substantially in the form set out in Schedule 3 (Form of Utilisation Request),” and those Requests were the primary mechanism by which South Sudan could borrow amounts under the Facility Agreement. Specifically, pursuant to Clause 5.1 of the Facility Agreement, South Sudan could “borrow a Loan by delivery to [QNB] of a duly completed Utilisation Request not later than the Specified Time.”

alleged basis for the Award.

- 20. Respondents “failed to pay the first and subsequent instalments due from 31 March 2019, pursuant to the [Facility Agreement].” (*Id.* ¶ 305.) On July 26, 2019, QNB wrote to the Ministry of Finance and Planning of South Sudan, copying BSS, declaring a breach of the Facility Agreement and demanding immediate repayment of all sums due under the Agreement. (*Id.*) Thereafter, Petitioner wrote repeatedly to the Respondents demanding immediate repayment of the total outstanding amount under the Facility Agreement. (*Id.*)**

Respondent has insufficient information to form a belief as to the truth of this averment, and therefore denies the same and states that the assertion in the Petition of the alleged basis for the Award constitutes a waiver and estoppel of any claim that this court lacks the authority or the jurisdiction to consider the alleged basis for the Award.

II. The Arbitration Agreement

- 21. QNB and Respondents consented to arbitration under Clause 40.3(a) of the Facility Agreement, which provides as follows:**

...any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Clause 40, a Dispute), shall be referred to and finally resolved by arbitration under the Arbitration Rules of the International Centre for Settlement of Investment Disputes (ICSID) by three arbitrators appointed in accordance with such Arbitration Rules.

(Facility Agreement § 40.3(a); Liability Award, ¶ 255.)

Denied as incomplete and because the Facilities Agreement speaks for itself and because the averment calls for a legal conclusion to which no response is required and, to the extent that a response is required, is denied and strict proof demanded thereof.

- 22. As such, the Parties agreed to submit any dispute arising out of, relating to or having any connection with the Facility Agreement to arbitration under the**

ICSID Convention. (Liability Award ¶ 266.)

This averment calls for a legal conclusion to which no response is required and, to the extent that a response is required, is denied and strict proof is demanded thereof.

III. The Arbitration

- 23. On September 24, 2020, QNB commenced the Arbitration against South Sudan and BSS, seeking recovery of its losses as a result of the breach of the Facility Agreement, including payment of the sums due under the Facility Agreement, together with pre-award and post-award interest and costs. (Liability Award, ¶ 14.) South Sudan and BSS were represented by counsel and actively participated in the Arbitration.**

Denied as incomplete. Admitted that Respondents were represented by counsel and actively participated in the Arbitration.

- 24. On October 7, 2020, the Secretary-General of ICSID registered the Request in accordance with Article 36(3) of the ICSID Convention. (*Id.* ¶ 15.)**

Denied. The Request violated the ICSID Convention.

- 25. On March 24, 2021, the Tribunal was constituted in accordance with ICSID Arbitration Rule 6. The Tribunal was comprised of Dr. Ucheora Onwuamaegbu (President), Mr. Peter Rees KC (Petitioner's appointee), and Professor Hélène Ruiz Fabri (Respondents' appointee). (*Id.* ¶ 23.)**

Respondent admits that the Tribunal was comprised of Dr. Onwuamaegbu, Mr. Rees, and Professor Fabri, but whether the Tribunal was constituted in accordance with Rule 6 is a legal conclusion to which no response is required and, to the extent that a response is required, is denied and strict proof demanded thereof.

- 26. On June 9, 2021, Respondents filed a Request for Bifurcation, which was denied by the Tribunal on July 29, 2021. (*Id.* ¶¶ 26, 27.)**

Admitted that the Arbitration was not bifurcated.

- 27. The Tribunal conducted a hearing on jurisdiction and merits from January**

17, 2023, to January 19, 2023, in London, England. (*Id.* ¶ 40.)

Respondent admits that a hearing was conducted in January 2023, but denies that the hearing addressed all jurisdictional or merits issues.

IV. The Award

- 28. On January 5, 2024, the Tribunal rendered the Liability Award, and on May 7, 2024, it rendered the Award. In summary, the Tribunal found that it had jurisdiction to hear the dispute in respect of both South Sudan and BSS, and found that South Sudan and BSS breached the Facility Agreement and are liable to compensate QNB, with compensation to be calculated in accordance with the provisions of the Facility Agreement. (*Id.* ¶¶ 206-07, 277, 279, 312-13.) On the basis of those findings, the Tribunal ordered South Sudan and BSS, jointly and severally, to pay QNB:**

This document is incomplete, and the document speaks for itself.

- a. USD 1,021,282,210, being the amount due under the Facility Agreement as of May 5, 2024, comprising:**
 - i. USD 659,814,830 (principal);**
 - ii. USD 432,285,896 (accrued interest); and**
 - iii. USD 300,000 (Management Fee); less**
 - iv. USD 71,118,516 (repayments made to date);**
- b. Post-Award interest on the payment to be made under (a) above of 6% + 2% + USD 3-month LIBOR (as applicable on December 27, 2023, i.e., 5.60975%), as calculated in accordance with the Parties' agreed calculation methods in Appendix 2 to the Award, such interest being payable from the date of dispatch of the Award up to the payment of the Award;**
- c. GBP 999,329.78 in respect of the QNB's cost of representation; and**
- d. USD 266,427.68, the share of the costs paid by QNB towards the costs of ICSID and of the Tribunal. (Award, ¶ 55.)**

This averment is incomplete, and the document speaks for itself.

LEGAL FRAMEWORK

- 29. Pursuant to Article 54 of the ICSID Convention, Contracting States must “recognize an award rendered pursuant to [the] Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State.” The ICSID Convention further provides that a Contracting State “with a federal constitution may enforce such an award in or through its federal courts and may provide that such courts shall treat the award as if it were a final judgment of the courts of a constituent state.” *Id.***

This averment is incomplete, and calls for a legal conclusion to which no response is required, and, to the extent that a response is required is denied, and strict proof demanded thereof.

- 30. The United States is a Contracting State to the ICSID Convention and is, therefore, obligated to recognize the Award as if it were a final judgment of a court in the United States. Pursuant to 22 U.S.C. § 1650a, an ICSID Convention award is given “the same full faith and credit as if the award were a final judgment of a court of general jurisdiction of one of the several States.”**

This averment is incomplete, and calls for a legal conclusion to which no response is required, and, to the extent that a response is required is denied, and strict proof demanded thereof. Admitted that the United States is a Contracting State.

- 31. An arbitral award issued against a foreign state under the ICSID Convention may be enforced through a plenary action in federal court in compliance with the requirements for commencing a civil action under the Federal Rules of Civil Procedure, and with the personal jurisdiction, service and venue requirements of the FSIA. *See Mobil Cerro Negro, Ltd. v. Bolivarian Republic of Venezuela*, 863 F.3d 96, 100, 117-20 (2d Cir. 2017).**

This averment calls for a legal conclusion to which no response is required, and, to the extent that a response is required is denied, and strict proof demanded thereof.

- 32. Awards issued pursuant to the ICSID Convention are not subject to collateral attack, or re-argument of aspects of the Arbitration, its proceedings or the Award, in enforcement proceedings pursuant to 22 U.S.C. § 1650a.**

Contracting States’ “courts are thus not permitted to examine an ICSID award’s merits, its compliance with international law, or the ICSID tribunal’s jurisdiction to render the award; under the Convention’s terms, they may do no more than examine the judgment’s authenticity and enforce the obligations imposed by the award.” *Valores Mundiales, S.L. v. Bolivarian Republic of Venezuela, Ministerio del Poder Popular Para Relaciones Exteriores*, 87 F.4th 510, 515 (D.C. Cir. 2023) (citation omitted); *Mobil Cerro*, 863 F.3d at 102 (same); see *OI European Grp. B.V. v. Bolivarian Republic of Venezuela*, 2019 WL 2185040, at *4 (D.D.C. May 21, 2019) (quoting *Mobil Cerro*, 863 F.3d at 102). The ICSID Convention therefore “reflects an expectation that the courts of a member nation will treat the award as final.” *Valores Mundiales, S.L.*, 87 F.4th at 518 (quoting *Mobil Cerro*, 863 F.3d at 102); see also ICSID Convention, arts. 53(1), 54(1). As such, district courts enforce ICSID awards without allowing substantive challenges to enforcement of these awards. See e.g., *Valores Mundiales, S.L.*, 87 F.4th at 518 (“[B]oth the Convention and its implementing legislation strictly limit a federal court’s authority to review an ICSID award.”); *TECO Guatemala Holdings, LLC v. Republic of Guatemala*, 414 F. Supp. 3d 94, 101 (D.D.C. 2019) (“The role of the courts of the member-states, in contrast, is limited to the ‘recognition or enforcement’ of an award. This is no accident. The Convention’s aim is to streamline the enforcement of authenticated ICSID arbitral awards, and thus, under the Convention’s terms, member-states’ courts are generally not ‘permitted to examine an ICSID award’s merits.’”) (citations omitted) (quoting *Mobil Cerro*, 863 F.3d at 102).

Denied.

CLAIM FOR RELIEF

(Enforcement of the Award Under 22 U.S.C. § 1650a)

33. Petitioner repeats and re-alleges paragraphs 1 through 33 as if fully set forth herein.

Respondent repeats and re-alleges its responses to paragraphs 1 through 33.

34. ICSID Convention awards are subject to automatic enforcement in the United States pursuant to 22 U.S.C. § 1650a(a), which provides that “[a]n award of an arbitral tribunal rendered pursuant to chapter IV of the convention shall create a right arising under a treaty of the United States. The pecuniary obligations imposed by such an award shall be enforced and shall be given the same full faith and credit as if the award were a final judgment of a court of general jurisdiction of one of the several States.”

Denied.

35. There are no grounds for this Court to refuse the recognition and enforcement of the Award, because the award is “binding on the parties and shall not be subject to any appeal or to any other remedy except those provided for in this Convention,” and the United States, as a contracting state, “shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in” the United States. See ICSID Convention, arts. 53(1), 54(1).

Denied.

36. Accordingly, Petitioner is entitled to an Order (1) enforcing the Award in the same manner as a final judgment issued by this Court, and (2) entering judgment in favor of Petitioner and against Respondents in accordance with the relief stated in the Award.

Denied.

Respectfully submitted,

/s/ Philip M. Musolino
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CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of October 2025, I caused a true and accurate copy of the foregoing to be served on all counsel of record via ECF.

/s/ Philip M. Musolino
Philip M. Musolino