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**TABLE OF CITATIONS**

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## CASE HISTORY

### Verifiable obstruction of justice

1. In September 2000 case #00-6357Zloch produced a document called ORDER ON PLAINTIFFS' MOTION TO SEIZE MAHALEEL LUSTER'S CHOSE IN ACTION, hereafter "the ORDER". (File pg. 335-351)
2. The ORDER was knowingly and willingly concealed by Amway/Quixtar, Inc., Hal Gooch, Donald E. Christopher (Anderson's former attorney) and others from the Andersons, Lee Luster and the court it was to be executed.
3. The ORDER was addressed to case #94-09881 (3) in the 17<sup>th</sup> Judicial Circuit, in and for Broward County, Florida, for the Andersons to be "immediately substituted in as real parties in interest" to pursue three (3) of the seven (7) counterclaims Luster owned against Gooch.
4. The Order was ignored, concealed, **not** executed nor entered into the state court record.
5. This maneuver was to benefit Amway/Quixtar to acquire and hide a videotape in Luster's possession.

6. The fact that this Federal court Order was not entered onto the docket record of the state court case (94-09881 (3)) is fraud, fraud upon the court and obstruction of justice. Thus: 37 Am Jur 2d at section 8 states, in part: "Fraud vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that fraud destroys the validity of everything into which it enters, and that it vitiates the most solemn contracts, documents, and even judgments.

### STATEMENT OF ISSUES

#### Quixtar raises the issue of a legitimate arbitration

Quixtar sites Title 9 USC as the authority to confirm this arbitration award. Title 9 USC also includes the laws to acquire an arbitration award.

9 U.S.C. sec. 2. *A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.*

1. Quixtar, Inc., failed to address the evidence of Fraud, Fraud upon the court and Obstruction of Justice well documented in this case history that would destroy any contract to arbitrate.
2. Quixtar, Inc., once again, failed to address a court with competent jurisdiction to properly enforce a corporate arbitration on the Andersons.
3. The Andersons, to this day, have not received a court order from any court with competent jurisdiction requiring them to arbitrate with Amway/Quixtar, Inc.
4. Quixtar, Inc. states the Andersons did not object to the arbitration award in the appropriate time. When in fact the Andersons went one step further. The Andersons sent two separate filings to the JAM's arbitrator well within the time to object, and included all evidence, known at the time, of the criminal activity and racketeering of Quixtar, Inc.
5. **OR**, it would appear that Quixtar may be attempting to deceive this court to insinuate that it is the Andersons' responsibility to file a lawsuit to stop arbitration. When in fact, it is Quixtar's responsibility to file a lawsuit to enforce arbitration according to law. Thus:

9 U.S.C Sec. 4. Failure to arbitrate under agreement;  
petition to United States court having jurisdiction for  
order to compel arbitration; notice and service thereof;  
hearing and determination

**A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under Title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement. Five days' notice in writing of such application shall be served upon the party in default. Service thereof shall be made in the manner provided by the Federal Rules of Civil Procedure. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, shall be within the district in which the petition for an order directing such arbitration is filed. If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof. **If no jury trial be demanded by the party alleged to be in default,** or if the matter in dispute is within admiralty jurisdiction, the court shall hear and determine such issue. Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose. If the jury find that no agreement in writing for arbitration was made or that there is no default in proceeding thereunder, the proceeding shall be dismissed. If the jury find that an agreement for arbitration was made in writing and that there is a default in proceeding thereunder, the court shall make an order summarily directing the parties to proceed with the arbitration in accordance with the terms thereof.**

6. Therefore, it is not an option for Quixtar to just attack the Andersons, or anyone else with arbitration, but, it **is** an option for the Andersons to have a jury trial to decide if there is a binding contract to arbitrate.
7. According to law, arbitration has to be agreed upon by both parties, or enforced by court order.
8. Amway/Quixtar is breaking new ground, and the law, in their request of this court to confirm this arbitration award.

**Quixtar raises the issue of a legitimate adjudication**

The Florida Statutes concerning arbitration are clear:

**682.13 Vacating an award.--**

(1) Upon application of a party, the court shall vacate an award when:

(a) The award was procured by corruption, fraud or other undue means.

(b) There was evident partiality by an arbitrator appointed as a neutral or corruption in any of the arbitrators or umpire or misconduct prejudicing the rights of any party.

(c) The arbitrators or the umpire in the course of her or his jurisdiction exceeded their powers.

## **The legislators have addressed Quixtar's activity**

G. Robert Blakey, one of the foremost authorities on the RICO act (Racketeer Influenced Corrupt Organizations) in or about 1998 drafted a report on Amway and its organization. Blakey not only reveals Amway as a crime family structure, but housing many organized crime family structures within. ***Procter & Gamble Co. v. Amway Corp (5th Cir. 2001)***. The report would lead one to believe that crime family structure is not developed to commit crimes, but rather, out of necessity, to cover for crimes past, present and future. One of the dominant traits of organized crime is internal dispute resolution. Seems Blakey is of the opinion that Amway would be the envy of all organized crime family structures in this aspect. Another trait of racketeering is the influence the criminal organization can place over public officials. Whether it be bribery or blackmail, organized crime seems to get dealt favor by various officials such as; officers of the court and political office holders.

### **SUMMARY**

So far, all of the Anderson's "wild accusations" as Quixtar put it, of the confirmed defrauded court record, has been met with privileged silence, then another illegal arbitration attack.

Quixtar makes claims of the Andersons "misappropriating trade secrets" but is yet to specify what those are. At this point, the only exposed secrets the Andersons are aware of is Quixtar's criminal activity. Are we to believe that crimes are now somehow protected "trade secrets" of privileged corporations?

Quixtar claims the Andersons signed a contract on December 10<sup>th</sup>, 1999 which includes an agreement to arbitrate. The signatures on that document are in question and are suspected to be forgeries. The Andersons ask for the originals to be produced to be examined according to the Florida state laws of evidence. The request was ignored and met again with privileged silence.

Quixtar claims the Andersons are now blaming the Florida state courts for a part in these crimes. The Andersons do not blame the courts any more than they blame guns for murder. Courts cannot be convicted of anything, it is their misuse. Since courts were invented, there has been corruption and misuse amongst it officers.

Quixtar relentlessly trumpets the claim that “the Andersons failed to file objections to the arbitration award within the statutory three month period”. When in reality, Quixtar just arbitrarily launched an arbitration attack for the second time on the Andersons without a court order in direct violation of Title 9 USC, the same Title they are trying to enforce.

The Andersons have never agreed to arbitration in any fashion, and with that, it would take a court/jury to examine and then enforce the contract.

Quixtar does not want to go to trial, so to speak, on the legality of their arbitration attacks and so they just show up with an award and claim “you never challenged it”. Then to be able to just fly it past the court is illegal and ludicrous!

### **CONCLUSION**

Certainly, Judge Karen Cole’s duty to the lower court is to require any arbitration award to be accompanied also by an undisputed agreement to arbitrate, or, a court order from a court of competent jurisdiction having settled that

disagreement (contract dispute), in accordance with Title 9 USC, only to then, confirm the award.

Instead, Quixtar showed up with a disputed contract, void due to fraud and forged of which none are provided for in Title 9 USC.

If Title 9 USC is the authority Quixtar seeks to confirm this arbitration award, then, Title 9 USC should be the authority they are held to acquire it. Therefore, this lower court's decision to confirm should be reversed and this award should be vacated provided for in **Title 9 USC Sec. 10.**

Dated this 31<sup>st</sup> day of December, 2007

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