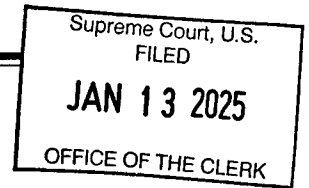


ORIGINAL

24-1007  
No. \_\_\_\_\_



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IN THE  
Supreme Court of the United States

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THOMAS J. AYERS  
Appellant - Petitioner

vs

JOSEPH MARKIEWICZ, MARYBETH  
MARKIEWICZ, DOUGLAS WEIR,  
LEADERSHIP TEAM DEVELOPMENT,  
INC., and AMWAY CORPORATION,  
Defendants-Respondents

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*On Petition for Writ of Certiorari to the United States  
Court of Appeals for the Fourth Circuit*

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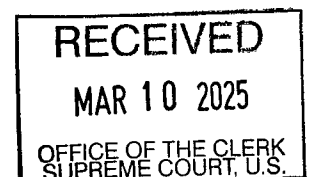
**PETITION FOR A WRIT OF CERTIORARI**

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## **QUESTIONS PRESENTED**

On June 16, 2022, Petitioner requested dispute resolution under LTD / Amway Agreement Sections 20 and 11.4, seeking mediation to address ongoing fraudulent activities, retaliatory conduct, and violations of the Amway Rules of Conduct by Defendants which includes the importance of National Security issues involving multiple types of election interference and business breaches in the rules of conduct. Despite following proper procedures, the request was summarily denied without explanation. Subsequent events escalated to wrongful termination, while defamation, threats, and physical harm, culminating in a public arrest under false pretenses, later dismissed as unlawful. Additionally, the enforcement of arbitration agreements, alleged breaches of fiduciary duty, and procedural unfairness raise constitutional concerns about due process and the right to a public trial regarding the issues raised.

With the material facts documented and supported by evidence, Petitioner presents these issues for review:

**I. Did the Defendants' denial of Petitioner's request for dispute resolution and mediation, contrary to contractual provisions, constitute a breach of contract and procedural fairness under LTD and Amway rules?**

**II. Did Defendants abuse their positional authority to suppress National Security complaints, while concealing fraudulent activities, and engage in retaliatory conduct, violating principles of good faith and fair dealing inherent in contractual relationships?**

**III. Was Petitioner's resignation under duress, caused by the Defendants' retaliatory actions and refusal to follow procedural rules, invalid, and does it warrant judicial review of the wrongful termination?**

IV. Did Defendants' actions, including defamation, public accusations, and interference with Petitioner's business, constitute tortious interference and reputational harm under applicable state and federal laws?

V. Did the unlawful use of law enforcement by Defendants, resulting in excessive force, wrongful arrest, and detention, violate Petitioner's constitutional rights under the First, Fourth and Fourteenth Amendments?

VI. Did the lower courts err in failing to address systemic patterns of abuse, procedural misconduct, and constitutional violations, thereby undermining the enforcement of contractual rights and due process protections?

VII. Does the enforcement of an arbitration agreement, allegedly procured and executed under circumstances involving breaches of fiduciary duty, defamation, and duress, violate principles of procedural and substantive unconscionability as recognized in *Kindred Nursing Centers Ltd. Partnership v. Clark*, 137 S. Ct. 1421 (2017)?

VIII. Does compelling arbitration of claims arising from independent tortious conduct, outside the scope of the arbitration agreement, infringe on the Seventh Amendment right to a jury trial, as outlined in *Volt Information Sciences, Inc. v. Board of Trustees of Leland Stanford Junior University*, 489 U.S. 468 (1989)?

The enforceability of the arbitration agreement is questioned on several grounds, including whether it is unenforceable due to procedural and substantive unconscionability, particularly in light of the Defendants' multiple breaches of contract and tortious actions. Additionally, there is a concern about whether the District Court erred in enforcing the arbitration agreement despite the existence of defamation and intentional tortious claims that arguably fall outside the scope of the contract.

Furthermore, the enforcement of the arbitration agreement raises constitutional issues, specifically whether it violates the Petitioner's right to a jury trial under the Seventh Amendment. The Defendants' actions, which include defamation and coercion, are also scrutinized to determine if they are sufficient to necessitate a public trial to protect the Petitioner's constitutional rights and the public interest. Lastly, under the federal misprision of felony statute, **18 U.S.C. § 4**, there is a legal question as to whether an individual or business board who has knowledge of the commission of a felony and conceals it without reporting it to the authorities should be charged with misprision of felony.

## **PARTIES TO THE PROCEEDING**

The following individuals and entities were parties to the appeal in the United States Court of Appeals for the Fourth Circuit and are now respondents in this petition for a writ of certiorari before the Supreme Court of the United States:

1. **Thomas J. Ayers** – *Petitioner and Petitioner below.*

Ayers is a former Independent Business Owner (IBO) affiliated with both Amway and Leadership Team Development, Inc. (LTD). He initiated legal proceedings against the Respondents after reporting what he contends were fraudulent and illegal business practices involving manipulation of compensation structures and coercive tactics to silence him. Ayers alleges that after reporting these violations, he became the target of threats, defamation, and wrongful termination orchestrated by the Respondents who both were IBOAI members with LTD with Amway. In the lower courts, Ayers argued that enforcement of the arbitration agreement was unjust and unconstitutional, as it was both procedurally and substantively unconscionable because of breaches of contract. Furthermore, Ayers contended that enforcement violated his Seventh Amendment right to a jury trial in a public forum, given the serious nature of his claims and the significant public interest involved.

2. **Joseph Markiewicz** – *Respondent and Defendant below.*

Markiewicz, a senior figure within Amway & LTD and the IBOAI as Chairman, is alleged to have played a leading role in defaming and retaliating against Ayers in response to his whistleblowing activities. Petitioner asserts that Markiewicz engaged in coercive conduct

designed to silence him and prevent exposure of the alleged fraudulent business practices which Markiewicz also gave sworn testimony appearing before the FTC. Markiewicz joined in the motion to compel arbitration, relying on the arbitration clauses in Ayers' agreements to hide wrong doings to aid Amway.

3. **Marybeth Markiewicz** – *Respondent and Defendant below.*

Marybeth Markiewicz, also a senior figure within Amway & LTD, is accused of participating in the retaliatory and defamatory actions aimed at Ayers. The Petitioner alleges that she was actively involved in the ongoing scheme to discredit and intimidate him. She joined the other Respondents in the motion to compel arbitration.

4. **Douglas Weir** – *Respondent and Defendant below.*

Weir (former IBOAI Head of Legal and Ethics), another senior leader within LTD, is implicated in the fraudulent business practices and retaliatory conduct alleged by Ayers. The Petitioner contends that Weir directly contributed to the manipulation of compensation plans and the retaliatory campaign to silence Ayers. Weir also did not want people to know he was participating in stocks and securities trading with insider information with his downline's money (violating Amway & LTD rules) while he was not a registered Financial Adviser with FINRA or the SEC. Weir also joined in the motion to compel arbitration while clearly promoting to all business parties that Ayers was a Conspiracy Theorist and threatened others with legal consequences if they engaged with Ayers. Weir also argues that Ayers was bound by the

arbitration agreement under the Federal Arbitration Act (FAA).

5. **Leadership Team Development, Inc. (LTD)** – *Respondent and Defendant below.*

LTD, a key entity in the Amway business model, provides training, mentorship, and support for IBOs while operating an illegal deceptive tools practice/business that had no income disclosure for new Amway IBO's. Ayers asserts that LTD engaged in systematic fraud by misrepresenting business opportunities and compensation structures while retaliating against those who exposed wrongdoing. LTD (Larry Winters and John Dumproff) , alongside the individual Respondents, sought to enforce the arbitration agreement, arguing that Ayers was required to resolve his claims through private arbitration as stipulated in the governing agreements even though they breached the contract and DENIED the LTD rule of a written request for a board review, designed to be a kangaroo court termination to again hide details from other IBO's and on looking citizens.

6. **Amway Corporation** – *Respondent and Defendant below.*

Amway, a billion dollar, global direct-selling company partnered with LTD in operating its IBO network consisting of hundreds of thousands of Americans. Ayers alleges that Amway played a central role in facilitating the fraudulent business practices and retaliatory actions against him while participating in activities of multiple types of Election Interference which is a National Security matter. Amway, like LTD, moved to compel arbitration pursuant to the FAA, contending that the arbitration clauses

governing Ayers' participation as an IBO were binding and enforceable. They never responded to any of my reported rule violations. This is a breach of their own policies and they did not reprimand the respondents for their breach of Amway or LTD rules.

In the District Court, the Respondents successfully moved to compel arbitration, citing the arbitration clauses in Ayers' agreements and relying on the strong federal policy favoring arbitration under the FAA. Ayers opposed this motion, arguing that the arbitration agreement was both procedurally and substantively unconscionable under applicable contract law because of multiple breaches documented. He further argued that compelling arbitration would deprive him of his constitutional right to a jury trial under the Seventh Amendment, given the serious nature of his claims, including defamation, tortious interference, and intentional infliction of emotional and financial distress.

Despite Ayers' contentions, the District Court granted the Respondents' motion, enforcing the arbitration agreement and dismissing the case from judicial review thus hiding National issues from the public. Ayers appealed to the Fourth Circuit, reiterating his arguments regarding the unconscionability of the arbitration agreement and the constitutional implications of its enforcement. The Fourth Circuit affirmed the District Court's decision, holding that the arbitration agreement was enforceable under the FAA, and finding that Ayers had not presented sufficient evidence to overcome the presumption in favor of arbitration. The court UNPUBLISHED the decision and did not write an opinion. The 3 Justices did not review or vote on the details of the case or the breaches of the arbitration contract.



This petition for a writ of certiorari seeks review of the Fourth Circuit's decision, raising significant questions regarding the enforceability of arbitration agreements procured under unconscionable circumstances, the interplay between the FAA and state contract law, and the constitutional right to a jury trial in civil cases under the Seventh Amendment. The Petitioner respectfully urges the Supreme Court to grant certiorari, given the National importance of this public interest in ensuring that arbitration agreements are not used as a shield for fraudulent conduct and to safeguard the constitutional right to a public trial in cases involving significant allegations of wrongdoing, and to protect individual from corporate overlordship and injustices.

## CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, Thomas J. Ayers, the petitioner in the above-captioned case, hereby states that he is an individual.

## STATEMENT OF RELATED PROCEEDINGS

This Case arises from the following proceedings:

- *Thomas J. Ayers vs. Joseph Markiewicz, Mary Beth Markiewicz, Douglas Weir, Leadership Team Development, Inc., and Amway Corporation*, Case No. 5:23-cv-00442-D-BM (United States Court of Appeals for the Fourth Circuit) (Affirmed by UNPUBLISHED per curiam opinion) judgement motions to compel arbitration, dismissing civil action, and ordering plaintiff to arbitrate claims, issued Oct 15th 2024);
- *Thomas J. Ayers vs. Joseph Markiewicz, Mary Beth Markiewicz, Douglas Weir, Leadership Team Development, Inc., and Amway Corporation*, Case No. 5:23-cv-442-d (Eastern District of North Carolina Western Division) (opinion judgement of district court dismissal, The court grants defendants' motions to compel arbitration, issued May 9th, 2024);

There are no other proceedings in the State or Federal trial or appellate courts or in this court, directly related to this case within the meaning of this Courts Rule 14.1 (b)(iii).

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## PETITION FOR WRIT OF CERTIORARI

This petition for a writ of certiorari presents a pivotal opportunity for the Supreme Court of the United States to address critical legal, constitutional, and National Security issues stemming from the enforcement of corporate arbitration agreements. Petitioner Thomas J. Ayers seeks review of the Fourth Circuit's decision, which upheld the District Court's order compelling arbitration under the Federal Arbitration Act (FAA) in the concealment of details, despite significant allegations of procedural and substantive unconscionability torts, breaches of fiduciary duty, and constitutional violations.

The case raises complex questions about the intersection of federal arbitration policy and the Seventh Amendment's guarantee of a jury trial grant to individuals by the constitution. The petitioner argues that the arbitration agreement was procured through coercion and breached through a variety of torts and fraud, infringing upon his constitutional rights and warranting this Court's intervention.

Furthermore, the case involves urgent National Security concerns, particularly serious allegations of election interference, which underscore the need for judicial scrutiny and public accountability. These issues highlight the potential misuse and abuse of arbitration agreements to shield fraudulent conduct while evading public oversight.

Given the exceptional national importance of these matters, the petitioner respectfully urges the Supreme Court to grant certiorari, reverse the lower courts' decisions, and clarify whistleblower status where arbitration agreements in cases involving serious allegations of misconduct and

national security threats need public oversight. This case offers the Court an ideal opportunity to reaffirm the principles of fairness, justice, and transparency that are foundational to the American legal system based on the constitution.

### OPINIONS BELOW

The opinion of the United States District Court for the Eastern District of North Carolina, Raleigh Division, was issued on May 3, 2024, by District Judge James C. Dever III, in Case No. 5:23-CV-442-D. The court **granted the Defendants' motions to compel arbitration, dismissed without prejudice the Petitioner's complaint, and ordered the Petitioner to arbitrate his claims.** The order was issued without considering or addressing the Defendants' alleged **breaches of contract and breaches of fiduciary duties** raised by the Petitioner. The District Court's ruling relied on the arbitration clauses in the underlying agreements, despite objections by the Petitioner regarding unconscionability and enforceability.

The subsequent opinion from the United States Court of Appeals for the Fourth Circuit, in Case No. 24-1541, was issued as an **unpublished per curiam decision** on October 15, 2024. The appeal arose from the District Court's order compelling arbitration. The appellate panel consisted of Circuit Judges Wilkinson and Agee, and Senior Circuit Judge Floyd. After reviewing the record, the Fourth Circuit **affirmed the District Court's decision**, finding no reversible error in the lower court's ruling to enforce arbitration under the Federal Arbitration Act (FAA). The Fourth Circuit held that the arbitration agreement was enforceable, and that

Ayers failed to overcome the presumption in favor of arbitration.

The Fourth Circuit declined to hold oral argument, concluding that the facts and legal contentions were adequately presented in the submitted materials and that oral argument would not aid in the decisional process. The opinion, **Ayers v. Markiewicz**, No. 5:23-cv-00442-D-BM (E.D.N.C. May 9, 2024), was designated as **unpublished** and, therefore, does not serve as binding precedent in the Fourth Circuit, consistent with local appellate rules.

Counsel for the Respondents in the Fourth Circuit included:

- **Joseph Walker Fulton, Geoffrey Alexander Marcus, and Elizabeth A. Martineau, U.S MARINE** – of Martineau King PLLC, Charlotte, North Carolina.
- **Luke Andrew Dalton** of McAngus Goudelock & Courie, PLLC, Raleigh, North Carolina.
- **Steven Andrew Bader**, Raleigh, North Carolina.
- **Patrick Houghton Flanagan U.S ARMY, and Ariella Zulman Walsh** of Cranfill Sumner LLP, Charlotte, North Carolina.
- **Edward Joseph Bardelli and Daniel Stephen Brookins** of Warner, Norcross & Judd LLP, Grand Rapids, Michigan.

*Be it noted that the defense has 2 people on counsel who took an Oath of Office to solemnly swear to support and defend the Constitution of the United States against all enemies, foreign and domestic.*

The Petitioner, **Thomas J. Ayers**, proceeded **pro se** at both the District Court and appellate levels.

### **JURISDICTION STATEMENT**

Jurisdiction in this case is invoked under **28 U.S.C. § 1257(a)**, which provides for review by the Supreme Court of the United States of final judgments or decrees rendered by the highest court of a state or by a United States court of appeals, where federal questions are involved. The Fourth Circuit rendered its final judgment on October 15, 2024 with an UNPUBLISHED, no rule, no opinion and no vote by the 3 Justices, like the district court, did not investigate the details of the breach of arbitration nor the arguments stated in the Appeal.

This petition is further governed by **28 U.S.C. § 2101(c)**, which sets forth the time limits for filing a petition for a writ of certiorari. The Petitioner has timely filed this petition within the prescribed 90-day period from the date of the Fourth Circuit's decision. Accordingly, this Court has proper jurisdiction to review the issues presented, as they involve significant federal questions concerning the enforcement of arbitration agreements, the procedural and substantive unconscionability of such clauses, and the constitutional implications under the Seventh Amendment.

### **CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

This case raises significant constitutional and statutory issues concerning the enforcement of arbitration agreements and the fundamental rights of litigants. The provisions involved are:

### **U.S. Constitution, Amendment VII**

*“In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.”*

The Petitioner contends that compelling arbitration under the disputed agreement infringes upon the Seventh Amendment right to a jury trial. This constitutional protection ensures that litigants in civil cases have access to a jury to resolve disputes, a right that the Petitioner argues was unjustly circumvented by the lower courts' enforcement of arbitration clauses. This tension between the Federal Arbitration Act (FAA) and the constitutional guarantee of a jury trial is at the core of this petition.

### **Federal Arbitration Act (FAA), 9 U.S.C. §§1-16**

The FAA establishes the legal framework for arbitration agreements and their enforceability. Key provisions include:

- **9 U.S.C. § 2:** *“A written provision in ... a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.”*

The Petitioner asserts that the arbitration agreement in this case is both procedurally and substantively unconscionable under state law, thus falling within the “grounds as exist at law or in equity” exception of § 2.

- **9 U.S.C. §§ 3–4:** These sections grant courts the authority to stay proceedings and compel arbitration if a valid arbitration agreement exists. The Petitioner

challenges the lower courts' interpretation and application of these sections, particularly their failure to consider the alleged breaches of fiduciary duty and contract by the Respondents.

**28 U.S.C. § 1254(1)**

This statute governs the Supreme Court's jurisdiction to review decisions from the United States Courts of Appeals through a writ of certiorari. The Petitioner has properly invoked the Court's jurisdiction under this provision, seeking review of the Fourth Circuit's judgment affirming the enforcement of an arbitration agreement that undermines his constitutional and contractual rights.

**28 U.S.C. § 1257**

This provision provides for Supreme Court review of final judgments or decrees rendered by the highest state courts or federal appellate courts where a federal question is presented. Given that the Petitioner's claims involve significant federal questions regarding the interaction between the FAA and constitutional protections, this statute is directly applicable.

**U.S Constitution, Article III, Section 3**

Treason against the United States, shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of Treason unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

- **18 U.S.C. § 4:** This refers to the federal statute that defines misprision of felony, which is the concealment of knowledge of a felony. Misprision of treason, as outlined under 18 U.S.C., involves the concealment of knowledge regarding treasonous activities without reporting them to the appropriate authorities. This

statute is crucial for ensuring that individuals do not remain silent about acts that could threaten national security.

**Whistleblower Protection Act of 1989, 5 U.S.C. § 2302(b)(8)**

This resolution passed by the Continental Congress on July 30, 1777, declared that "it is the duty of all persons in the service of the United States, as well as all other inhabitants thereof, to give the earliest information to Congress or other proper authority of any misconduct, frauds or misdemeanors committed by any officers or persons in the service of these states, which may come to their knowledge." This resolution was significant as it underscored the duty of individuals to report misconduct and provided a form of protection for those who did so. It was a foundational step in the development of whistleblower protection laws in the United States.

**Citations to Relevant Précédents**

Several key Supreme Court cases bear directly on the issues presented in this petition:

**Kindred Nursing Centers Ltd. P 'ship v. Clark,  
137 S. Ct. 1421 (2017)**

The Court held that state laws hindering the enforceability of arbitration agreements must give way to the FAA, reaffirming the strong federal policy favoring arbitration. The Petitioner contends that the lower courts misapplied this principle by enforcing an unconscionable agreement.

**Volt Info. Scis., Inc. v. Bd. of Trs. of Leland  
Stanford Jr. Univ., 489 U.S. 468 (1989)**

This case highlights that arbitration agreements must be enforced according to their terms, but only where they are valid under general contract law principles. The Petitioner argues that this precedent supports his

claim that unconscionable agreements are unenforceable.

**AT&T Mobility LLC v. Concepcion, 563  
U.S. 333 (2011)**

The Court emphasized the FAA's preemption of state laws that unduly burden arbitration. However, the Petitioner asserts that the unconscionability doctrine, as applied here, is consistent with federal law and does not obstruct arbitration.

**Am. Express Co. v. Italian Colors Rest., 570  
U.S. 228 (2013)**

This decision underscored that arbitration agreements are enforceable even if they make it difficult for Petitioners to vindicate certain statutory rights. The Petitioner distinguishes his case by asserting that the arbitration clause was imposed under coercion, threats, and intimidations, violating fundamental contract principles.

**Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.,  
559 U.S. 662 (2010)**

The Court held that arbitration is fundamentally a matter of consent. Petitioners argue that this principle was disregarded, as the arbitration agreement was imposed under duress and without genuine consent.

**United States v. Rahman, 189 F.3d 88 (2d Cir. 1999)**

The court dealt with issues related to terrorism and national security, which can intersect with treason and misprision of treason. This case illustrates the complexities involved in prosecuting cases where national security is at stake and highlights the importance of reporting treasonous activities to prevent harm to the nation. The decision in Rahman



underscores the government's **interest in ensuring that individuals do not conceal knowledge of acts that could threaten national security**, thereby reinforcing the importance of the misprision of treason statute.

**United States v. Lay and United States v. Skilling, 561 U.S. 358 (2010)**

The court dealt with pivotal issues holding Enron's top executives accountable for their roles in the company's fraudulent activities. The trials revealed the extent of the deceptive practices being used to mislead employees and investors, both were charged with multiple counts of fraud and conspiracy.

The crux of the legal issues presented in this petition lies in the interplay between:

1. The FAA's strong presumption in favor of arbitration,
2. The constitutional right to a jury trial under the Seventh Amendment, and
3. The applicability of state contract law principles, including unconscionability, to invalidate arbitration agreements that were improperly obtained.

By enforcing an arbitration agreement alleged to have been procured through coercion, fraud, and threats, the lower courts disregarded both fundamental contract principles and constitutional guarantees of a whistleblower. The Petitioner respectfully submits that these issues warrant this Court's review to resolve the critical legal questions raised by this case.

## STATEMENT OF THE CASE

The Petitioner, **Thomas J. Ayers**, formerly an Independent Business Owner (IBO) affiliated with **Amway** and a participant in **Leadership Team Development, Inc. (LTD)**, initiated this action after reporting major systemic misconduct by the Respondents, including illegal business practices and manipulation of compensation structures in violation of Amway's and LTD's internal policies also reported to the FTC. Amway has been implicated in donation records linked to the Black Lives Matter movement, which was associated with unrest in and destruction to various U.S. towns Nationwide. Additionally, Amway board members have reportedly made significant donations into 17 officials or more involved in the impeachment of former President Donald Trump, raising questions about political motivations against our country along with perceived **(RICO) racketeering** coordinations. Following the January 6<sup>th</sup>, 2021, events at the capital, DeVos's (An owner of Amway) resignation drew National attention, while soon after the Amway board allegedly engaged in campaign finance violations by using company funds from the China and U.S. business to fund former VP Mike Pence's Presidential campaign against President Donald J. Trump. LTD and the IBOAI had full knowledge thereof while using coercion to silence its own field.

This sequence of events raised business, National Security and election integrity concerns, suggesting undue influence in political processes. In response to, Amway IBOAI board, along with LTD LOA, implemented a policy prohibiting Amway Independent Business Owners (IBOs) from engaging in political discussions at events and throughout social media while concealing and hiding these details from the sales IBO field. This policy barred IBOs from mentioning the Trump campaign or other political topics on business stages,

raising concerns about First Amendment right violations, accompanied with threats of compensation backlash.

Ayers asserts that after he reported documented information to his upline at the IBOAI and with his Amway Corp contacts, he was then subjected to retaliation and a series of actions, scolded meetings, including coercive pressure to be silent on issues or else, intimidation and threats used, defamatory statements and ultimately a wrongful termination from his 22 years of business for his reporting misconduct and then taking a whistleblower stance. These retaliatory measures were allegedly designed to silence and discredit Ayers and protect the Respondents from scrutiny regarding their fraudulent business practices that produce income.

In response to these retaliatory actions, Ayers filed a lawsuit against the individual Respondents, including **Joseph Markiewicz, Marybeth Markiewicz, and Douglas Weir**, as well as corporate Respondents **Leadership Team Development, Inc. (LTD) and Amway Corporation**, asserting claims for:

1. **Defamation,**
2. **Tortious interference with contractual relations, and**
3. **Intentional infliction of emotional, physical, and financial distress.**
4. **Misprision, ignoring knowledge of the commission of a felony and concealing them without reporting them to the authorities while serving on boards that have fiduciary duties.**

The Petitioner contends that the Respondents' conduct caused significant reputational harm and financial loss, as well as personal hardship, warranting adjudication in a public forum to ensure accountability and justice.

Despite Ayers' well-founded documented objections, the District Court granted the Respondents' motion to compel arbitration pursuant to an arbitration clause embedded in Ayers' agreements with Amway and LTD. Ayers contends that the arbitration agreement is unenforceable on several grounds, including **procedural unconscionability**, **substantive unconscionability**, and **lack of mutual assent**, as it was imposed through coercion and without any opportunity for meaningful negotiation. Specifically, Ayers argues that the arbitration clause was part of an adhesion contract, presented on a take-it-or-leave-it basis by parties wielding vastly superior bargaining power over one's income.

Ayers' position is that the arbitration clause was not entered into freely or fairly, thereby rendering it invalid under established legal doctrines. See **AT&T Mobility LLC v. Concepcion**, 563 U.S. 333, 339 (2011) (noting that arbitration agreements must not be enforced in a manner that deprives parties of their substantive rights). Moreover, Ayers emphasizes that enforcing the arbitration clause deprives him of his **Seventh Amendment right to a jury trial**, a constitutional safeguard that protects litigants from arbitrary adjudication of disputes and promotes public confidence in the judicial process. See **Simler v. Conner**, 372 U.S. 221, 222 (1963) ("The federal policy favoring jury trials is of historic and continuing strength.").

During the proceedings below, Ayers presented evidence and legal arguments to support his position that the arbitration agreement was procured under circumstances involving undue influence, coercion, and bad faith. He also demonstrated that compelling arbitration in this context undermines public policy by allowing the Respondents to evade accountability for their alleged fraudulent business practices. Nevertheless, the District Court compelled arbitration, citing the strong federal policy favoring

arbitration under the **Federal Arbitration Act (FAA)**, 9 U.S.C. § 1 et seq., and reasoning that Ayers failed to demonstrate sufficient grounds for invalidating the agreement. Additionally, Amway & LTD did not hold Defendants accountable to their signed agreements.

Ayers respectfully contends that the lower court erred in its application of the FAA by disregarding critical contract law principles that render unenforceable any agreement that is the product of coercion, fraud, or unconscionability. He argues that the court's failure to properly scrutinize the procedural and substantive fairness of the arbitration agreement, as required by **Stolt-Nielsen S.A. v. AnimalFeeds International Corp.**, 559 U.S. 662 (2010), constitutes reversible error. Furthermore, Ayers maintains that the enforcement of the arbitration clause in this case sets a dangerous precedent by effectively insulating powerful corporate actors from public accountability and judicial oversight, contrary to public interest.

The Petitioner emphasizes that the issues presented in this case are of exceptional National importance, as they implicate fundamental constitutional rights, including the right to a jury trial, and raise serious concerns about the fairness of arbitration agreements imposed in adhesion contracts. See **Local 783, Allied Indus. Workers of Am., AFL-CIO v. Gen. Elec. Co.**, 471 F.2d 751, 756 (6th Cir. 1973) ("[I]t is our opinion that the circumstances must indeed be exceptional before a party is required to forego his constitutional right to a trial by jury.").

Under 18 U.S.C., involves the concealment of knowledge regarding treasonous activities without reporting them to the appropriate authorities. This statute is crucial for ensuring that individuals do not remain silent about acts that could threaten national security. The legal framework for treason is defined in Article III, Section 3 of the U.S.

Constitution, which describes treason as levying war against the United States or aiding its enemies. Relevant case law, such as *United States v. Rahman*, 189 F.3d 88 (2d Cir. 1999), is a case where national security is at stake and highlights the importance of reporting treasonous activities to prevent harm to the nation. The statute serves as a deterrent against the concealment of treason and reinforces the duty of citizens or business associates to report in good faith any knowledge of such acts, thereby upholding the rule of law and maintaining National Security. Many of these topics are fraught with ethical dilemmas and require careful consideration of competing interests against our country.

Given the substantial public interest in exposing fraudulent business practices and ensuring that litigants are afforded their constitutional right to a jury trial, Ayers seeks review of the District Court's decision by this Court. He respectfully • urges this Court to grant a **writ of certiorari**, reverse the order compelling arbitration, and allow his claims to proceed in a public trial where his legal and constitutional rights can be fully vindicated, as well as protecting others nationally.

### **REASONS FOR GRANTING THE PETITION**

This petition presents an exceptional opportunity for this Court to clarify critical legal principles that govern the enforceability of arbitration agreements under the Federal Arbitration Act (FAA) and their interaction with the constitutional protections afforded to litigants under the Seventh Amendment. The Court's intervention is necessary to address the unresolved legal questions and to provide clear guidance for lower courts in the areas of arbitration enforcement, the protection of the right to a jury trial, and the constitutional limits of judicially compelled arbitration in cases involving significant allegations of procedural unconscionability and breaches of fiduciary duties. The

following reasons outline why this case is particularly deserving of Supreme Court review.

**The Petition Involves a Vital Constitutional Question  
Regarding the Right to a Jury Trial**

The Seventh Amendment guarantees that litigants in civil cases involving claims at common law have the fundamental right to a trial by jury. The present case raises an important and unresolved constitutional question: whether compelling arbitration under an agreement alleged to have been procured through coercion and misconduct and breaches that infringes upon the Petitioner's Seventh Amendment right to a jury trial. The lower court's failure to address the validity of the Petitioner's waiver of this constitutional right under such circumstances warrants the Court's review.

**In *Kindred Nursing Centers Ltd. P'ship v. Clark*, 137 S. Ct. 1421 (2017)** this Court emphasized that while arbitration agreements are enforceable under the FAA, the fundamental right to a jury trial remains constitutionally protected. Specifically, the Court held that such agreements cannot be enforced in a manner that nullifies the right to trial by jury unless the waiver is made knowingly and voluntarily. In the present case, the Petitioner contends that the agreement was imposed under duress and that the Defendants breached their fiduciary duties. Despite these allegations, the lower courts compelled arbitration without properly assessing whether the agreement, procured through such misconduct, could serve as a valid waiver of the Petitioner's Seventh Amendment right.

The issues raised in this case present an ideal opportunity for the Court to further develop the doctrine surrounding the enforceability of arbitration agreements that may infringe upon constitutionally protected rights, especially when there are concerns about whether the waiver of such rights was

made in a fair and voluntary manner. The Court's review is essential to ensure that parties are not unduly deprived of their constitutional rights under the guise of arbitration.

**Clarification of the Legal Standards for Unconscionability  
and Breach of Fiduciary Duty in the Enforcement of  
Arbitration Agreements**

This case provides the Court with a significant opportunity to clarify the legal standards by which arbitration agreements should be scrutinized when claims of unconscionability or breach of fiduciary duty are raised to protect company secret interest. The FAA, under 9 U.S.C. §§ 1–16, provides a strong preference for enforcing arbitration agreements, but this Court has consistently held that such agreements are not immune to general contract defenses, including unconscionability, fraud, and duress.

In **Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Jr. Univ.**, 489 U.S. 468 (1989), the Court reaffirmed that the enforceability of an arbitration agreement should be subject to general principles of contract law, including those that protect against unfair or coercive conduct. Similarly, in **Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.**, 559 U.S. 662 (2010), the Court underscored that arbitration agreements must reflect true consent and cannot be imposed in situations where fundamental fairness is compromised.

In this case, the Petitioner alleges that the arbitration agreement was entered into under coercive circumstances and after the Defendants' breaches of fiduciary duties. The lower courts failed to engage in a sufficient analysis of whether the agreement was tainted by these serious allegations. Instead, they enforced the arbitration clause without addressing the underlying concerns of unconscionability or wrongful conduct. The failure to scrutinize the arbitration agreement in light of these



substantial claims undermines the very principles that the FAA seeks to uphold—principles that protect the integrity of contracts and ensure fairness in dispute resolution.

The Court's review is needed to establish clear guidelines for how courts should evaluate claims of unconscionability and breaches of fiduciary duty when they are raised in the context of an arbitration agreement. Clarifying these standards will help ensure that arbitration remains a fair and consensual process rather than an instrument for enforcing inequitable or coercive agreements which only protect company interest before national interests.

#### **Conflict with Established Precedent on Judicial Review of Arbitration Agreements**

This case directly conflicts with well-established precedent regarding the judicial scrutiny of arbitration agreements. While the Court has consistently upheld the enforceability of arbitration agreements under the FAA, it has also repeatedly held that such agreements may be subject to review and invalidation based on common law contract defenses. In **AT&T Mobility LLC v. Concepcion**, 563 U.S. 333 (2011), the Court reaffirmed that arbitration agreements are enforceable as long as they do not contravene fundamental contract law principles, including those that protect parties from unconscionable terms.

However, in this case, the lower courts failed to apply these principles and instead enforced the arbitration agreement without giving due consideration to the Petitioner's claims of coercion and breach of fiduciary duty. This failure to recognize and address the validity of the Petitioner's defenses against arbitration represents a clear conflict with the Court's prior rulings, which emphasize that the FAA does not preclude judicial review of arbitration agreements when a party raises legitimate concerns about their validity.

The Court's intervention is critical to resolve this conflict and provide clarity on the appropriate standard of review for arbitration agreements in cases where the validity of the agreement is challenged on grounds such as coercion, misprision, whistleblower protections, unconscionability, and breach of fiduciary duty.

### **The Need for Clarity on the Intersection of Federal Arbitration Policy and Constitutional Rights**

The Court's review is necessary to address the broader question of how federal arbitration policy, as embodied in the FAA, interacts with constitutional rights, particularly the right to a jury trial under the Seventh Amendment. While the FAA promotes arbitration as a means of resolving disputes efficiently, it cannot override fundamental constitutional protections.

In **American Express Co. v. Italian Colors Rest.**, 570 U.S. 228 (2013), the Court made it clear that arbitration agreements are enforceable under the FAA, but it also acknowledged that arbitration cannot be imposed in such a way as to deprive parties of their constitutional rights. The Petitioner's case presents the opportunity for this Court to clarify the boundaries between federal policy promoting arbitration and the constitutional guarantees afforded to individuals and whistleblowers.

The lower court's decision to compel arbitration despite the Petitioner's claims of coercion and breaches of fiduciary duty raises significant constitutional concerns that warrant Supreme Court review. Without intervention, parties may be increasingly forced into arbitration in cases involving substantial legal claims that could, under traditional judicial processes, be entitled to a jury trial.

**This Case Is an Ideal Vehicle for Clarifying and Expanding  
the Court's Precedent on Arbitration Agreements and  
Constitutional Rights**

This case presents a straightforward, factual and legal record that allows for a thorough examination of the complex issues at hand. The legal questions raised are of great national importance, and the case offers a clean opportunity for this Court to address the tension between arbitration agreements, contract law principles, and constitutional rights.

There are no procedural obstacles to the Court's review, and the case provides an ideal vehicle for clarifying the standards for enforcing arbitration agreements in situations involving claims of unconscionability, coercion, and breaches of fiduciary duty. Given the importance of these issues to the broader legal landscape, the Court's guidance is crucial for ensuring consistency and fairness in arbitration practices across jurisdictions.

**The Forced Arbitration Injustice Repeal Act of 2022.**

The Forced Arbitration Injustice Repeal Act (FAIR Act), H.R.963, passed by Congress March 17, 2022. This bill eliminates the use of forced arbitration clauses in contracts related to employment, consumer issues, antitrust, and civil rights. This landmark legislation empowers individuals to choose public court proceedings over arbitration, giving them greater control over how their legal disputes are resolved. Notably, the FAIR Act has significant implications for whistleblowers, allowing them to pursue claims of workplace misconduct or fraud or in public court. This new law potentially would increase national transparency and accountability enhancing fairness and accountability for dispute resolutions.

## CONCLUSION

For the reasons outlined above, the Petitioner respectfully submits that this Court should grant the petition for a writ of certiorari. This case presents a unique and pivotal opportunity for the Court to clarify several critical legal issues that have not been fully addressed by the lower courts, especially in the context of arbitration agreements and their potential conflict with constitutional protections and public policy considerations.

The decision of the lower courts to enforce the arbitration clause, despite significant allegations of fraud, coercion, threats and breaches of fiduciary duty, presents a fundamental question regarding the limits of the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1–16 (2018), and its interaction with the constitutional right to a jury trial under the Seventh Amendment. The Petitioner's claims, which are documented in the appendix, include serious National Security issues regarding multiple types of election interference, and allegations of tortious conduct, including defamation and fraud, deserve a full judicial review in a public forum, not through the limited and often opaque process of arbitration which hides details from the public.

Furthermore, this case raises vital questions about the enforceability of arbitration agreements that are procedurally and substantively unconscionable. The lower courts have failed to adequately address whether the arbitration clause was entered into knowingly and voluntarily, particularly in light of the alleged misconduct that taints its validity. As this Court has previously acknowledged, arbitration cannot be a tool to circumvent the rights of parties when substantial National Security issues, legal and constitutional claims, are at stake.

The Supreme Court's intervention is crucial to ensure that the enforcement of arbitration agreements remains consistent with principles of fairness, justice, and the protection of individual rights. By granting the petition, the Court would have the opportunity to provide much-needed clarity on the circumstances under which arbitration agreements can be enforced, especially in the face of serious legal claims involving fraud, coercion, threats and tortious interference to aid and abet a company agenda.

Moreover, this case serves as an important opportunity to reiterate the importance of the Seventh Amendment's protection of the right to a jury trial. Compelling arbitration in cases involving tort claims that fall outside the scope of the contractual obligations threatens to undermine this constitutional safeguard. The Court must step in to ensure that arbitration does not infringe upon this fundamental right, which has been a cornerstone of the American legal system for centuries. Protection and exceptions in the instance of whistleblowers involving National Security is important for maintaining transparency and accountability within government and private sectors, **Whistleblower Protection Act of 1989, 5 U.S.C. § 2302. 5 U.S.C. § 1213**

In the following appendix, one can see the list of Amway/LTD agreement and rule violations. The Appendix documents includes dates and details of attempts to report fraud, violations, illegal actions, and issues of national security to my former partners as well as Amway and LTD. Furthermore, the Appendix includes text message, emails, transcribed phone calls and transcribed recorded messages that were sent out using corporate communications containing tort and slander, even going so far as to call me "mentally ill" to thousands of my business partners and associates.

In conclusion, granting certiorari is necessary to address significant legal questions about the scope of the Federal Arbitration Act, the enforceability of arbitration agreements in light of allegations of misconduct, and the protection of constitutional rights under the Seventh Amendment. The Petitioner submits that this Court's review will provide much-needed clarity and ensure that arbitration remains a fair and transparent process that respects the parties' fundamental rights, the integrity of the legal system, and the rule of law. An injustice done anywhere is a threat to justice everywhere.

Therefore, for all the reasons set forth in this petition, the Petitioner respectfully requests that the Court grant the petition for a writ of certiorari and provide the necessary guidance on these critical legal issues so justice is reached. Certiorari should be granted.

Respectfully Submitted

s/\_\_\_\_Thomas J. Ayers\_\_\_\_  
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