

No. 24-1007

IN THE
Supreme Court of the United States


THOMAS J. AYERS
Appellant · Petitioner

VS

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

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

PETITION FOR REHEARING


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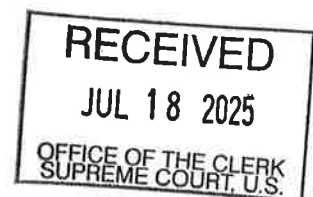


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CORPORATE DISCLOSURE STATEMENT

Thomas J. Ayers, the petitioner in the above-captioned case, hereby states that he is an individual and the Corporate Disclosure Statement in the petition remains unchanged.

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PETITION FOR REHEARING

To the Honorable, the Chief Justice and the Associate Justices of the Supreme Court of the United States:

Petitioner, Thomas J. Ayers, respectfully petitions for rehearing of the Court's order entered on May 27, 2025, denying the petition for a writ of certiorari, and, in the alternative, for panel rehearing of the unpublished per curiam decision issued October 15, 2024, which summarily affirmed the District Court's order compelling private arbitration and dismissing Petitioner's claims without prejudice while concealing all acts in private court. This petition is filed pursuant to Supreme Court Rule 44, Fed. R. App. P. 40, and 4th Cir. R. 35, and in the format prescribed by Rule 33(g)(xv).

REASONS FOR GRANTING REHEARING

Petitioner Thomas J. Ayers respectfully submits that rehearing is warranted because the panel opinion and the denial of certiorari provided no due justice:

1. The court overlooked controlling statutory and constitutional prohibitions on China foreign election influence, most notably 52 U.S.C. § 30121, and the compelling governmental interest recognized in *Bluman v. Federal Election Commission*, 800 F. Supp. 2d 281 (D.D.C. 2011), *aff'd*, 565 U.S. 1104 (2012);
2. Conflicts with Supreme Court precedent holding that courts may not relegate matters implicating National Security and state secrets to a private forum (*United States v. Reynolds*, 345 U.S. 1 (1953); *Trump v. Hawaii*, 138 S. Ct. 2392 (2018));
3. Did not adequately consider the procedural and substantive unconscionability of the arbitration agreement breaches by all defendants, as established in the record and detailed in Petitioner's Opening Brief;
4. Overlooked the public policy implications of compelling arbitration in cases involving National Security, election interference, and whistleblower retaliation, and failed to address the deprivation of Petitioner's Seventh Amendment right to a jury trial for claims sounding in tort and implicating the public interest of the American people.
5. Failed to address the statutory and constitutional protections against retaliation for protected whistleblower activity under 18 U.S.C. § 1514A, 15 U.S.C. § 78u-6, and 740 ILCS 174/1, as clarified in *Digital Realty Trust, Inc. v. Somers*, 138 S. Ct. 767 (2018). Whistleblower Protection Act of 1989, 5 U.S.C. § 2302(b)(8)
6. Issues implicating election interference and national security transcend the jurisdiction of an arbitration court, as such matters raise significant public policy concerns that

may render them non-arbitrable, notwithstanding the general enforceability of arbitration agreements under the Federal Arbitration Act, 9 U.S.C. §§ 1-16; see *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 628 (1985) (recognizing that certain claims involving overriding public interests may be excluded from arbitration), and *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011)

QUESTIONS PRESENTED

1. Whether the Court may enforce Amway's private arbitration clause to foreclose adjudication of colorable claims that (i) U.S. persons accepted income from foreign business and used their profits to influence domestic elections in violation of 52 U.S.C. § 30121 and related statutes, and (ii) those activities threaten National Security.
2. Whether compelling arbitration of claims implicating National Security, election interference, and whistleblower retaliation, particularly where the Amway and arbitration agreement is alleged to be unconscionable and procured through coercion and multiple breaches, contravenes the strong public policy favoring transparency and judicial oversight in matters of national importance.
3. Whether enforcement of the arbitration agreement in this context deprives Petitioner of statutory and constitutional protections against retaliation for protected disclosures, and the right to a public trial by jury.

GROUND FOR REHEARING

I. Statutory Bar on Foreign Election Expenditures and Public Policy

The panel disposed of Petitioner's claims as "contractual" and therefore arbitrable, yet failed to analyze the non-waivable public-policy question raised by the involvement of Amway and China in the alleged conduct. The claims concern arrangements and transactions in which Amway, in partnership with Chinese entities, is alleged to have facilitated foreign participation in activities affecting U.S. elections. Such conduct implicates the core public interest in preventing foreign influence over the U.S. political process. Contracts that enable or conceal foreign contributions or expenditures—particularly those involving Amway and Chinese actors—are void from the outset; arbitration provisions embedded in such contracts cannot override the public interest in transparent adjudication or permit private resolution of matters that threaten the integrity of domestic elections. Respondents can not participate in funding politicians when profits come from foreign entities.

II. National Security and State Secrets Doctrine

The claims here involve allegations that Respondents, while acting as domestic agents, channeled foreign funds and digital infrastructure to manipulate U.S. electoral data—matters intimately tied to the Intelligence Community’s responsibilities. *United States v. Reynolds* established the state secrets privilege, requiring heightened judicial scrutiny where national security is implicated. *Trump v. Hawaii* further affirms judicial deference to Executive findings of national-security risk. Such deference and scrutiny are impossible where the controversy is diverted to a confidential, non-Article III arbitral forum with no authority to compel classified disclosures or protect the public interest.

III. Whistleblower Retaliation and Statutory Protections

Petitioner made protected disclosures regarding the Amway leaders in violations of law, including election interference and national security concerns, and was then subjected to retaliation, including wrongful termination, intimidation, and public defamation. Such conduct violates 18 U.S.C. § 1514A (Sarbanes-Oxley), 15 U.S.C. § 78u-6 (Dodd-Frank), and 740 ILCS 174/1 (Illinois Whistleblower Act). *Digital Realty Trust, Inc. v. Somers* clarifies that whistleblower protections attach when an individual reports securities violations to the SEC, but the principle of anti-retaliation extends to a variety of protected disclosures under other statutes. The lower courts failed to address these statutory protections or the public policy against retaliation for protected activity.

IV. Contractual Breaches, Unconscionability, and Due Process

Respondents' consistent pattern of misconduct—including their refusal to engage in documented Amway and LTD Leadership Team Development dispute resolution, wrongful termination, and retaliatory behavior—rendered the arbitration agreement unconscionable in both its formation and terms. The lower courts did not sufficiently address these repeated violations or the resulting injustice. Respondents participated in fraud, non-registered stock trading, compensation plan manipulation, and violating their own contract rules. The courts also failed to consider whether enforcing the arbitration agreement was appropriate given the Respondents' defamation and imitation strategies designed to conceal fraudulent practices related to Amway and Leadership Team Development, especially considering the public interest in whistleblower protection and due process.

V. Right to Jury Trial and Public Adjudication

Enforcing the arbitration agreement in these circumstances deprived Petitioner of his constitutional right to a public trial by jury and of substantive whistleblower protections. The lower courts did not critically examine whether Petitioner knowingly and voluntarily waived these rights, especially in light of the retaliatory context and the statutory limitations on waiving whistleblower protections.

VI. Procedural and Substantive Deficiencies in Lower Court Proceedings

The District Court and the appellate panel failed to address or even acknowledge the full scope of Petitioner's preserved arguments regarding protected whistleblower activity regarding fraud and corruption, Amway and Leadership Team Development abuses, denial of required dispute resolution, and the pattern of retaliatory conduct by IBOAI Members, Joseph Markiewicz and Douglas Weir. The courts' reliance on the existence of an arbitration clause as dispositive, without a searching inquiry into the fairness or enforceability of that clause in the whistleblower context, constitutes a manifest error warranting rehearing.

CONCLUSION AND RELIEF REQUESTED

For the foregoing reasons, Petitioner respectfully requests that the Court:

- a. Grant rehearing and/or panel rehearing;
- b. Vacate the October 15, 2024 judgment;
- c. Recall the mandate and remand to the District Court with instructions to (i) deny the motion to compel arbitration, (ii) permit jurisdictional discovery under Fed. R. Civ. P. 26 tailored to national-security constraints (Reynolds privilege), and (iii) adjudicate Petitioner's statutory and constitutional claims on the merits; or

d. In the alternative, provide a reasoned opinion addressing the substantial legal and factual issues presented, including those arising from retaliatory acts against protected whistleblowing and the injustices done.

Respectfully submitted this 14th day of July 2025.

s/____Thomas J. Ayers____

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