

IN THE CIRCUIT COURT OF
THE 17TH JUDICIAL CIRCUIT IN
BROWARD COUNTY, FLORIDA

CASE NO: CASE 94-09881 (03)

GOOCH SUPPORT SYSTEMS, INC.,
GOOCH ENTERPRISES, INC.,
HAL GOOCH AND CHRIS GOOCH,

Plaintiffs,

vs.

MAHALEEL LEE LUSTER,

Defendant.

**SUGGESTION OF IMPROPRIETY, ATTEMPT TO PERPETRATE
A FRAUD UPON THIS COURT, AND MOTION FOR SANCTIONS**

I, Bruce Anderson as the Defendant Judgment Creditor, file this Suggestion of Impropriety, Attempt to perpetrate a fraud upon this court, and motion for sanctions directed against Hal Gooch and his counsel, Steven McDonald and as grounds therefore would show unto the court the following:

1. On June 23, 2003, this Court held a non jury trial/ hearing on the Plaintiffs Verified Motion for Relief from Final Judgment, or In the Alternative, To Satisfy Same. (Exhibit A)

2. In that Motion, the Plaintiff's, offered the claim of an alleged "Verbal Contract" that was formed on or about 10 Nov 1998 at mediation in Maitland, Fl.

3. This alleged binding contract was made up of an agreement to pay one half of Anderson's and Haugen's attorney fees for Gooch to "USE" those judgments in settling this case, in this Court. Hereafter, referred to as the "Deal".

4. This “Deal” was presented in its entirety and exhaustively reiterated that this somehow was verified and should cancel the Gooch’s obligation to “ Pay said sums necessary to satisfy” to the Federal Judgment holders against Luster as it was so stated in the terms of their Settlement Agreement. (Exhibit B Pg.4)

5. The Gooch’s attempted to rewrite, first, their own Settlement Agreement and second, reword the judgment entered by you’re Honor on 21 May 2001 (Exhibit C) to include words that would provide an unfair surprise attack, (Exhibit D). To this Court’s credit, neither was changed and the Gooch’s were held in breach of their own contract.

6. The Gooch’s numerous attempts, first to stall, and then to stop the collection process using claims of a “mandatory arbitration” see (Exhibit E) is just a sample of the manipulation of the process to attempt to wear down and drain me financially. Then when the Court process was entirely exhausted, they take this exact case, word for word, (Exhibit F) to Arbitration for privileged relief from justice.

7. The Arbitrator first provides a document to decline the arbitration see (Exhibit G) and then when this case is out of this Court, reaccepts ignoring the facts, the law and ignoring the existing decisions and Jurisdiction of this Court over this case. See (Exhibit H)

8. I am informed that Don Christopher is and has been a (Quixtar) Company lawyer for the entire time and is removed from my representation by Quixtar for the arbitration and then removed by me for any and all future counsel. This left me exposed and in a vulnerable position for the 3 hour arbitration to over rule this Courts decision and award the Gooch’s over \$728,000. See (Exhibit I).

9. McDonald, Gooch lawyer, during the June 23, 2003 trial in this Court, produces a document entitled ORDER ON PLAINTIFFS' MOTION TO SEIZE MAHALEEL LUSTER'S CHOSE IN ACTION; see (Exhibit J) that I had never seen. At the time I did not know how significant it was to this case. I watched them struggle with it and know now that it was concealed from this Court and myself for three years by McDonald, Christopher (**Co counsel**) see (**Exhibit K Pg. 110**), Sperry and Abrams (Luster's counsel) and was the key to ending this action. You see, McDonald filed a new Case in Broward County (CASE NO. 00-6357-ZLOCH) to record the judgments and begin the execution and were entitled to Proceedings Supplementary that produced the CHOSE IN ACTION, dated Sept 6, 2000, whereby Randy Haugen and I were to be substituted in as party Plaintiffs. That entire case was concealed from Randy and I.

10. Luster signs the Settlement Agreement and it is known by McDonald that 3 of the 7 claims Luster had against Gooch belonged to us. Randy, Myself and you, You're Honor should have been notified.

11. Christopher lied under oath see (Exhibit K pg.59) when asked if we ever received the order to be substituted in as party plaintiffs'. The billing reveals this event. See (Exhibit L) Keep in mind; you're Honor, Christopher and McDonald was acting as co counsel for CASE NO.: 00-6357-ZLOCH in the Southern District Court of Florida. All or any actions taken by either, I assume, they should be held mutually accountable.

12. The concealed case and the claim of a "Deal" or verbal contract is an obvious attempt to defraud this Court by the Gooch's and their counsel McDonald. If the Order on Plaintiffs' Motion to Seize Luster's Chose in Action had been on the table, the claim of some "Deal" would have had no credibility whatsoever.

11. The Gooch's have now moved to seize my assets (Quixtar income and entire business) and sell it to destroy me for the audacity of winning this case, in this Court, and finding the impropriety and fraudulent behavior they have employed. See (Exhibit M)

WHEREFORE, I, Bruce Anderson as the Defendant Judgment Creditor, seek from this Court an order sanctioning the Gooch's, Steve McDonald and Don Christopher, Esquires, (Gooch's Co counsel) and in addition thereto, seek an order to reverse the Ruling on the Arbitrator's Jurisdiction to decide those claims in a case that was already decided by you, you're Honor, and belongs in this Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed to Stephen McDonald, Esquire, of McDonald & Crawford Counsel for Hal Gooch, 315 Southeast 7th Street, Suite 303, Ft. Lauderdale, Florida 33301 this ___ day of February, 2005

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