

Dear Mr. Griffin,

I received your FedEx packet last night after I came home from vacation. Thank you for the information about Amway.

Your letter at this time appears to present your client in quite a hypocritical light. Your our client has released confidential information that were covered by a "Unterlassungserklaerung" in the Federal Republic of Germany. I was forced by Amway to sign this document binding me to a fine of 50,000 DM for each infringement of revealing this confidential information to others. Yet Amway/Quixtar has given this information to the \_\_\_\_\_, and is an exhibit AA in their lawsuit Case No 1:04CV0165. This reveals to me that Amway itself has no regards for confidential issues and itself deserves no consideration in regards to the Blakey report.

I am a bit surprised to hear that a corporation that no longer has operations in North America is so concerned about this old issue. This is according to the Quixtar group, world Wide Dream builders.

***If they ask, "Is this Amway?" at any time, tell them "No. As a matter of fact my understanding is that Amway no longer has operations in North America"***

Is there really an Amway still in North America? If so, maybe some one should inform Crown IBO Ron Puryear over at World Wide dream builders that Amway still has operations in North America, and that they should remove that page from their website. I recently checked their site just to make sure I was not dreaming!. You can see for yourself at [http://www.wfdb.com/pdf/Direct\\_Approach.PDF](http://www.wfdb.com/pdf/Direct_Approach.PDF)

I learned of the Blakey report a long time ago from this page from the Michigan Bar association. [www.michbar.org/opinions/district/2001/030701/9637.html](http://www.michbar.org/opinions/district/2001/030701/9637.html) The issue already seems to be public for a long time now.

The report I have was first posted on the website [www.webraw.com/quixtar](http://www.webraw.com/quixtar) sometime in Feb this year. I can't remember when exactly. From there, I downloaded the page and then posted a link to it on my site. I had already mentioned the existence of the Blakey report on my page [www.amquix.info/quixtar\\_lawsuits.html](http://www.amquix.info/quixtar_lawsuits.html) after finding mention of the report on the Michigan Bar association's website.

Firstly, as I read on the first page of the protective order, which never once mentions the Blakey report, that the protective order is necessary to prevent dissemination or disclosure of "trade secrets or other confidential commercial information". I am a bit confused then how the Blakey report, being just an opinion, qualifies as a trade secret or commercial information.

Secondly, as I read it, any document protected by the order must be stamped "confidential". The copy I downloaded from the public webraw site contains no such makings.

Obviously not being a party in the original lawsuit, I am not sure if I have any obligation to abide by the protective order. I assume protective orders are written to prevent those associated with case from leaking information. I of course was never associated with the case. I read the Federal Rules of Civil Procedure Rule 26 and find no obligations on non associated third parties who came across the information from a public source.

Searching the internet I was not able to find a law or precedent case that made a non associated third party remove the public display of a protected document. Can you send me some cases that would show precedent requiring non associated third parties from removing a protected document that was found in a public area?

I read the order from judge Gilmore but it allows actions concerning discovery of the issue.

My reading of this order leads to the following observations:

1. Paragraph 16 says that the terms of the order shall remain in force "to the extent that the information in such material is not or does not become known to the public..." Since I obtained my copy of the Blakey Report from a publicly accessible web page, the information clearly has become known to the public. The order therefore no longer applies to this document.

2. Paragraph 16 also says that the protective order is "binding upon all persons to whom confidential information is disclosed hereunder." The information was not disclosed to me under the terms of this order. I was never a party to this litigation, nor do I have any relationship of any kind with Amway, or Proctor & Gamble, or their respective attorneys, agents, or consultants. The protective order was never intended to apply to totally unrelated parties like me, or the news media, and it is not binding upon me now.

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With Best Regards,

Scott Larsen