

**IN THE UNITED STATES COURT  
DISTRICT OF KANSAS**

SAMUEL K. LIPARI,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Case No. 2:07-cv-02146-CM
	)	
U.S. BANCORP and	)	
U.S. BANK NATIONAL ASSOCIATION,	)	
	)	
<i>Defendants.</i>	)	

**PLAINTIFF’S ANSWERS TO DEFENDANTS’ FIRST SET OF INTERROGATORIES**

Comes now the plaintiff Samuel K. Lipari having been deprived of his business expectancy in the representation of Bret D. Landrith and deprived of the unimpaired representation of Dennis Hawver and replacement counsel through the extrinsic fraud of the defendants including predicate acts of extortion under color of official right and answers under oath the defendants first set of interrogatories.

The answers to some questions incorporate by reference the plaintiff’s complaint. The plaintiff has consistently anticipated the information required by the defendants to fully investigate the plaintiff’s claims and has included it in his complaints. Since the plaintiff is unrepresented it is not possible to delegate to an attorney who could recover costs for repeating the information clearly provided in the complaint.

**1. For each category of damages that you seek in this lawsuit from each defendant, state the precise amount and calculation of such damages and the identity of all persons who have knowledge of the amount and/or calculation of such damages.**

**ANSWER:**

The plaintiff has calculated that the breach of the contract to provide escrow accounts in 2002 has deprived the plaintiff of \$450 million dollars in profit to date. This amount excludes interest and realization of business appreciation in Medical Supply Chain, Inc that the plaintiff would have enjoyed.

The plaintiff also suffered the breach of good faith and fair dealing which also is included in his contract damages from US Bank and US Bancorp from interference with the plaintiff’s later contract with General Electric to sell a real estate lease and obtain a sum roughly equal to the US Bank escrow sum in time to launch Medical Supply Chain, Inc.’s entry into the national hospital supply market. This breach of good faith and fair dealing that resulted in US Bank and US Bancorp through its agents Shughart Thomson

& Kilroy, PC interfering in the plaintiff's claims for redress against the General Electric defendants entitles the plaintiff to an additional \$450 million dollars in profit to date.

The plaintiff cannot calculate the damages from the trade secret misappropriation or financial disparagement without discovery being produced from the defendants.

The fraud of the USA PATRIOT Act pretext caused the plaintiff to be sanctioned for the fraudulently procured outcomes of the litigation between MSCI and the defendants to interfere with the plaintiff's litigation against the other defendant hospital supply cartel members including Novation LLC, Neoforma Inc., VHA and UHC and the loss of 1.5 billion dollars in federal antitrust damages and the missed chance to open the national market for medical supplies to hospitals by preventing the Neoforma /GHX merger funded by GE. This has cost the plaintiff 2% of the now 1.8 trillion dollars in hospital supplies in 2008 or 36 billion dollars in sales of which 1% or 3.6 billion would have been profit for each year the plaintiff is litigating plus an additional 4 years for the antitrust statute of limitations. On the current litigation schedule (interrupted by the defendants' failure to provide discovery and their motion for a frivolous protective order) this would be 5 years or 18 billion dollars.

The plaintiff will be entitled to judgment interest at 3.42% simple on the 18 billion, nine hundred million dollars (\$18,900,000,000.00) or 646.38 million U.S. Dollars a day.

**2. For each "witness" identified in your Rule 26(a) disclosures, set forth such person's current contact information (address, telephone number, etc.) and the nature of such person's knowledge as to the allegations in your Complaint (identifying the paragraph number if applicable).**

**ANSWER:**

I am still working on this. I will supplement this answer with the updated Rule 26 Disclosure.

**3. If you contend that the Escrow Agreement alleged in your Complaint is a valid and enforceable contract, then state all material facts on which you base your claim or contention that the Escrow Agreement is valid and enforceable, and the identity of all persons who have knowledge of such material facts.**

**ANSWER:**

I contend the Escrow Agreement is valid and enforceable. My complaint identifies all the people who have knowledge that the Escrow Agreement is valid and enforceable, they are myself, my attorney at

the time, the defendants' Dorsey & Whitney attorney and the bank officials named.

**4. Do you have a fully executed original or copy of the Escrow Agreement? If so, please produce it in response to defendants' first request for production of documents.**

**ANSWER:**

Every recipient of the original or forwarded email from Brian Kabbes has a fully executed copy of the Escrow Agreement. I have requested the defendants' but under your legal counsel that it is not relevant you have not produced it. I will be happy to produce mine.

**5. State what efforts, if any, you have made to mitigate, minimize or otherwise reduce your alleged damages, and include the identity of all persons who have knowledge of any such efforts and the identity of all documents reflecting or referring to such efforts.**

**ANSWER:**

In order to mitigate my damages I sought to obtain the capital for entry into the hospital supply market through the purchase of an office building at 1600 NE Coronado in Blue Springs and to sell its ten year lease to GE Transportation for the amount I would have received in the first quarter from my US Bank escrow account candidates. US Bancorp, Grudhoffer, Davis and their counsel from Shughart Thomson & Kilroy worked with GE to prevent my realizing the benefit of my bargain to mediate my escrow account losses through the real estate transaction. I also sought to recover for the continuing efforts of the GE defendants to keep me out of the hospital supply market where they are cartel members with Novation LLC, Piper Jaffray and US Bancorp, but . US Bancorp, Grudhoffer, Davis and their counsel from Shughart Thomson & Kilroy keeps interfering with my ability to obtain counsel to represent me in Missouri. All the documents related to these efforts to mediate the losses from the escrow accounts are the documents on the [www.medicalsupplychain.com/news](http://www.medicalsupplychain.com/news) page and include all the filings in the successive litigations there and the defendants in the actions, the people identified in the complaints and the parties' counsel are all persons knowledgeable of my efforts to mitigate my losses.

**6. State specifically all material facts on which you base your claim that defendants breached any agreement with you, and include the identity of all persons with knowledge of such material facts, and the identity of all documents referring or relating to such materials facts.**

**ANSWER:**

I have specifically stated the material facts, the related documentation and the identity of all persons with knowledge of all breached agreements between the defendants and myself in my complaint.

**7. State specifically all material facts on which you base your claim that any defendant owed fiduciary duties to you, and include the identity of all persons who have knowledge of such material facts, and identify all documents that constitute, refer to or relate to such allegations.**

**ANSWER:**

I have specifically stated the material facts, the related documentation and the identity of all persons with knowledge of the fiduciary relationship between the defendants and myself in my complaint.

**8. State specifically all material facts on which you base your claim that any defendant breached fiduciary duties, and include the identity of all persons with knowledge of such material facts, and the identity of all documents referring or relating to such material facts.**

**ANSWER:**

I have specifically stated the material facts, the related documentation and the identity of all persons with knowledge of the breaches of the fiduciary relationship between the defendants and myself in my complaint.

**9. State specifically all material facts upon which you base your allegation that you are the assignee of all assets (including but not limited to the claims and causes of action alleged by you in the Complaint) that belonged to Medical Supply Chain, Inc., and include the identity of all persons with knowledge of such material facts, and the identity of all documents referring or relating to such material facts.**

**ANSWER:**

When the defendants through the extrinsic fraud of Shughart Thomson & Kilroy, P.C. and its partners sought to corruptly deprive me of my claims through criminal acts in violation of 18 § 1962(c) that are among the enumerated felonies of RICO under 18 § 1961(1) including 18 U.S.C. § 1951 Hobbs Act Extortion to deprive me of counsel under color of official right; I went to the Missouri Secretary of State and dissolved Medical Supply Chain, Inc. I also assigned all rights and property of Medical Supply Chain, Inc. to myself. The completed form is available online, it was also filed in *MSCI v Novation LLC* as an evidentiary exhibit and served upon counsel for Shughart Thomson & Kilroy, P.C.

**10. State specifically all material facts on which you base your claim that any defendant violated the Missouri Trade Secrets Act, and include the identity of all persons with knowledge of such material facts, and the identity of all documents referring or relating to such material facts.**

**ANSWER:**

My complaint identifies the documents, persons with knowledge and the basis for my allegations.

**11. State specifically all material facts on which you base any claim of fraudulent misrepresentation, and include the following:**

- a. The alleged statement(s) made;**
- b. The date(s) of each alleged statement;**
- c. To whom do you attribute each statement;**
- d. All material facts upon which you assert that any such statement or omission is false;**
- e. The date(s) upon which you assert that you first became aware of the falsity of such statement or omission;**
- f. The reliance you took upon each statement or omission;**
- g. The specific loss you have suffered;**
- h. The identity of all persons with knowledge of each statement, omission or material fact;**
- i. The identity of all documents reflecting, referring to or relating to each statement, omission or material fact.**

**ANSWER:**

My complaint identifies the misrepresentations made by the defendants' officials and the identity of the official and date, excerpts transcripts of the defendants' officials making the misrepresentations and I will use the audio tapes. The misrepresentation was the know your customer provision of the USA PATRIOT Act prevented US Bancorp and US Bank from providing the escrows when in actuality US Bancorp's role in the hospital supply cartel through US Bancorp Piper Jaffray and later through the continuing participation of Grundhoffer and Davis in the cartel is the true reason the escrows have not been provided. All subsequent litigation and delays in entering the market are the specific losses from this misrepresentation as are the barriers to banking services at other institutions. I even have now lost my father's house which will be put up for sale on the county courthouse steps because three different mortgage closing dates fell through, preventing me from financing it. The complaint and all filings in related litigation proceedings document losses resulting from the defendants' fraudulent use of the USA PATRIOT Act as a pretext for denying me use of the capital I had raised to enter the market for hospital supplies. See also the plaintiff's settlement brief

**12. State specifically all material facts on which you base any claim of prima facie tort, and include the identity of all persons with knowledge of such facts, and the identity of all documents supporting, referring to or relating to such facts.**

**ANSWER:**

My complaint identifies the documents, persons with knowledge and the basis for my allegations, this is further supplemented by my complaint in MSCI v. Novation LLC and the motion for partial summary judgment and its evidentiary attachments.

**13. Identify all persons to whom you, at any time, have provided a copy of Medical Supply Chain, Inc.'s business plan, including but not limited to copies or versions of the materials (in whole or in part) given to Doug Lewis in or about October 2002 as alleged in your Complaint.**

**ANSWER:**

Fred Rapp  
Suzanne Passalacqua  
Bret Landrith  
Ed Engle  
Dolores Engle  
Chuck Frary  
Cheryl Woodall  
Doug Lewis

**14. Identify all of the candidates who contacted Medical Supply Chain, Inc. to enroll in its program, as referred to in paragraphs 79-81 of the Complaint, and also identify the 15 candidates mentioned in paragraph 80, and the ten candidates mentioned in paragraph 81.**

**ANSWER:**

Alanna Pieterse	Art Friedman
Allen David Klein	Bill Cantrell
Allen Kermick	Bradley Dotter
Amanda Wilder	Carl Padovano
Andrew Ellenberg	Christopher Dore
Anita Kramer	Cynthia Falato
Anita Maddonni	Dale McNally
Anthony Ciano	Dana Norwick
Antonio Contreras	Daniel Christopher

David Bloomer  
David Castro  
David McElroy  
David Sterling  
David Szalko  
Dennis Fulton  
Dennis Rioux  
Dino Grana  
Duyuan Li  
E. Dale Adcock  
Eddie Rhodman  
Edmund Welch  
Ellen Strang  
Emmilia Nagaeva  
Eric Slimmer  
Eric Stengle  
Floyd Hollins  
Freddie Gordillo  
George Blissett  
Glenn Simon  
Gloria Fahrenthold  
Gregory Reese  
Howard Spear  
Jack Chaney  
Jacqueline Tyson  
Jacqueline Urry  
Jacquelyn Cox  
James Cohen  
James Hodor  
James Long  
James Redden  
Jamie Edom  
Janice Askeland  
Jason Shroot  
Jeffrey Krunig  
Jeffrey Ohara  
Jeffrey Parrish  
Jerald Bowmer  
Jim Jackson

Jody Pope  
Joel Blumenthal  
John Angelhow  
John Tournis  
Joseph Casciano  
Justin Foutes  
Kalandra Scott  
Karen Moore  
Katherine Logan  
Keith Percival  
Ken Appelt  
Kenneth Griffin  
Kenneth Olanyk  
Kevin Canada  
Kevin Sharpe  
Kimberly Loreda  
Liana Durkin  
Lisa Cabrera  
Malcolm Grover  
Malcom Grover  
Marcia Hawkes  
Margaret Maish  
Mark Bogner  
Mark Hoffman  
Mark Stenberg  
Matt Shah  
Maurine Eldridge  
Michael Ennis  
Michael Runyon  
Michael Udo  
Mickeal Donald  
Mike Calvert  
Moncef Soussi  
Myron Ashapa  
Nathan Thurman  
Patricia Hamilton  
Patricia Johnson  
Patrick Carney  
Paul Bagnasco

Paul Land  
Paul Rogers  
Paul Verstraete  
Petter Van Zitter

Prince Wallace  
Richard Femmer  
Richard Kaminiski  
Richard Salemi  
Robert DiLeva  
Robert Friedman  
Robert Heaver  
Robert Mathis  
Russell Gey  
Scott Evans  
Sonya Collins  
Stephanie Teng  
Stephen Ross  
Steven Cooper  
Steven Powell  
Steven Reichenstein  
Susan Walter  
Thomas Gallaway  
Thomas Scholberg  
Todd Pullman  
Tom Herbert  
Tyler Allen  
Vicki Ostlund  
Virgil Jones  
Vivienne Rodriguez  
Walter Parker  
Warren Thompsom  
Wayne Williams  
William Pearce  
Amol Amritkar  
Angela Nance  
Anney Cho  
Arielle R. Kloman  
Billy Brown

Brain Gardine  
Brandon (BJ) Dowdy  
Brandon Hastings  
Bryan Jenkins  
Charles Nobles, Jr.  
Charles Parker  
Charlie Williams  
Christopher Stanhope  
Claud Alexander  
Cortney Petrovits  
Curtis J. McCallister  
Dan O. Cain  
Daniel Schultz  
Darryl A. Outler  
Daryl Newman  
Dave Bloomer  
David E. Johnson  
David R. Wesley  
Dawn Younker  
Deidre Lanice Broome  
Denise Jo Smith  
Denise Roberts  
Dennis Collier  
Dennis Elliott  
Dennis G. Egner  
Dennis Lamb  
Dennis P. Ardis  
DeShawna Sims  
Don Myrick  
Don Wren  
Duane Thomas  
Eldon A. Hale  
Enjoli Evans  
Esther Michieka  
Francis J. Preller, JR.  
Frank Caliandro  
Garry M Hall  
Gaurang Goradia  
Gene Neese

George E. Terrell  
Gerald Glenn  
Gerri Johnson  
Glenn Savoy  
Grady A. Scott  
Haiping Zhang  
Holly Pritchard  
Ira Nunley  
Irene C. Bermudez  
J. Daniel Hottowe  
J. Michael Wong  
Jacqueline Rodriguez  
James A. Gass  
Jamie E. Richards  
Jason M. Finch  
Jerry Uhrmacher  
JoAnn Bloxham  
John J. Bridge  
John P. Hernandez  
John T. Fridl  
Jonathan Katz  
Julia Ramirez  
Justin B. Foutes  
Karim Fierro  
Kassandra S. Tucker  
Kelly Heflin  
Kenneth V. Todd  
Kwan Reid  
Lance R. Malfa  
Leland Jared LeBaron  
Leonard Rudy  
M. J. (Pat) Raub, JR.  
Marcus Lites  
Mark R. Malhiot  
Melissa Williams  
Michael Carmody  
Michael J. Kelly  
Michael O'Rourke  
Michael P. Marshall

Michael Rose  
P. Thomas Bemister, JR.  
Patrick Sommer  
Phil Owoh  
Randell E. Tullos  
Randell Tullos  
Regina Bailey  
Rhona Branch  
Richard C. Sepulvado  
Robert Drukenmiller  
Robert H. Feedback  
Robert J. Gallagher  
Robert Maples  
Robert Paul Armstrong  
Roger Mattered  
Roger P. Liu  
Ron Renard  
Ron Ruffin  
Ronald Cannon  
Sam P. Xavier  
Sean Carranco  
Sean K. Tanner  
Shanda L. Jefferson  
Shuntel D Blount  
Songkhla Nguyen  
Stephanie Withers  
Stewart M. Bloomfield  
Teresa Simpson  
Terri Lee Childers  
Thomas De Gowin  
Thomas G. Howie III  
Titus Johnson  
Tom Oaster  
Tony Adams  
Walter D. McKaige  
Wendy Rodriguez  
William A. Powell, II  
William McMurray  
Yvonne Brown

Abhishek Yadav	118 Richard Femmer 2
Candy Davis	119 Allen Kermick 2
Christopher Nguyen	120 Emmilia Nagaeva 2
Dennis DeCesare	121 Jeffery Krunig 2
Jay Dhariwal	122 John Tournis 2
Jerald Bowmer	123 Kenneth Griffin 2
Jose Frugone	124 Nathan Thurman 2
Kenneth Stuckey	125 Robert Mathis 2
Kimberly Loreda	126 Moncef Soussi 2
Matthew Hanshew	127 Jim Jackson 2
Meghan Lees	128 Tom Herbert 2
Preeti Acharya	129 Jacqueline Urry 2
Rose Lester	130 Joel Blumenthal 2
100 Dennis Siamis 2	131 David Mcelroy 2
101 Todd Hallstrom 2	132 Warren Thompson 2
102 Stephen Gove 2	133 James Redden 2
103 Edward Willems 2	135 Jody Pope 2
104 Brian Lorber 2	136 Steven Powell 2
105 Daniel Klausner 2	137 Keith Percival 2
106-134 Wendy Cushing 2	138 Jack Chaney 2
107 James Allen 2	139 Prince Wallace 2
108 Anita Kramer 2	140 Ken Appelt 2
109 James Shannon 2	141 Jerald Bowmer 2
110 Russell Bailey 2	142 Stephan Ross 2
111 Richard Bombardieri 2	143 Sean Tanner 2
112 Marcia Hawkes 2	144 Terri Childers 2
113 carl Padovano 2	145 Tony Adams 2
114 Anthony Ciano 2	146 William Powell 2
115 Richard Kaminski 2	147 Melisa Williams 2
116 Wayne Williams 2	148 Kenneth Todd 2
117 Patrick Carney 2	149 Brain Gardine 2

Candidates mentioned in paragraph 80, and the ten candidates mentioned in paragraph 81 :

100 Dennis Siamis 2	104 Brian Lorber 2
101 Todd Hallstrom 2	105 Daniel Klausner 2
102 Stephen Gove 2	106-134 Wendy Cushing 2
103 Edward Willems 2	107 James Allen 2

108 Anita Kramer 2  
109 James Shannon 2  
110 Russell Bailey 2  
111 Richard Bombardieri 2  
112 Marcia Hawkes 2  
113 carl Padovano 2  
114 Anthony Ciano 2  
115 Richard Kaminski 2  
116 Wayne Williams 2  
117 Patrick Carney 2  
118 Richard Femmer 2  
119 Allen Kermick 2  
120 Emilia Nagaeva 2  
121 Jeffery Krunig 2  
122 John Tournis 2  
123 Kenneth Griffin 2  
124 Nathan Thurman 2  
125 Robert Mathis 2  
126 Moncef Soussi 2  
127 Jim Jackson 2  
128 Tom Herbert 2  
129 Jacqueline Urry 2  
130 Joel Blumenthal 2  
131 David Mcelroy 2  
132 Warren Thompson 2  
133 James Redden 2  
135 Jody Pope 2  
136 Steven Powell 2  
137 Keith Percival 2  
138 Jack Chaney 2  
139 Prince Wallace 2  
140 Ken Appelt 2  
141 Jerald Bowmer 2  
142 Stephan Ross 2  
143 Sean Tanner 2  
144 Terri Childers 2  
145 Tony Adams 2  
146 William Powell 2  
147 Melisa Williams 2  
148 Kenneth Todd 2  
149 Brain Gardine 2

**15. Please state specifically the name of the “US Treasury fund” or “treasury funds vehicle” mentioned in Paragraph 98 of your Complaint, and include the identity of all documents upon which you rely in making this allegation, and the factual basis for your allegation that the “treasury funds vehicle was . . . owned by US Bancorp.”**

**ANSWER:**

“So, in August of 2004, the beneficiaries were not yet aware that US Bank had **secretly** sold and/or dispersed all of their father's original Trust investments [apart from the Trust real estate at issue, and that issue will be reviewed momentarily], and had replaced all of those investments with US Bank's own proprietary mutual funds, the First American Funds, selling out of the original investments from January 2003 through May of 2003. Even as the beneficiaries had been making requests for financial information during this period, US Bank **never** provided the information, as it was required to by the Trust Code. And when US Bank finally did issue the 2003 accounting on November 1, 2004 -- after the creation of this website and nearly 21 months after US Bank had begun selling out of the original investments -- the accounting statements that US Bank provided were a convoluted mess, to say the least, and the statements **never** notified the beneficiaries that the investment funds that they were seeing on the accounting statements were, in fact, owned and managed by US Bancorp itself. This information was never disclosed to the beneficiaries; rather, they had to discover it for themselves after conducting a lengthy and laborious audit of the accounting statements -- which were over 60 pages in length and lacked balances -- and after doing investigative research into the funds.

Indeed, US Bank's failure to directly disclose this information and the fact that these mutual funds used in the Trust were owned and managed by US Bank itself, **was a violation of the US Trust Code**. US Bank also failed to inform the beneficiaries that there were significant financial incentives and benefits for US Bank and the US Bank trustee in the use of its own mutual funds in the Trust, and that subterfuge, too, was in violation of the US Trust Code. As the details began emerging through our research during November and December of 2004, it became obvious that US Bank had been using the First American Funds in the Trust entirely for US Bank's own financial benefit and profit, and that US Bank had been deliberately concealing this information from the beneficiaries.”

<http://web.archive.org/web/20061230085203/http://www.trustmatter.com/>

**16. State with particularity all material facts upon which you rely to form the basis of your allegations in Paragraphs 226 through 228, that the defendants “misappropriated,” “made use” of or copied or faxed trade secrets, and include the identity of all persons with knowledge of such facts, and the identity of all documents referring or relating to such facts.**

**ANSWER:**

My complaint identifies the documents, persons with knowledge and the basis for my allegations.

**17. State with particularity all material facts upon which you rely to form the basis of your allegation in Paragraph 232 that “US Bancorp, its officers Lars Anderson, Susan Paine and Brian Kabbes and its subsidiary US Bancorp Piper Jaffray acquired unconsented knowledge” of trade secrets and “made use” thereof, and also provide the identity of all persons with knowledge of such facts, and the identity of all documents referring or relating to such facts.**

**ANSWER:**

My complaint identifies the documents, persons with knowledge and the basis for my allegations.

**18. State with particularity all material facts upon which you rely to form the basis of your allegation in Paragraph 249(1)(b) of the Complaint that defendants circulated “derogatory financial information about MSCI,” and include the identity of all persons with knowledge of such facts, and the identity of all documents referring or relating to such facts.**

**ANSWER:**

The defendants have repeatedly falsely asserted in pleadings that I sent my business plan to Piper Jaffray while knowing I sent only the executive summary. The letter to Clerk Fisher of the Tenth Circuit documents accusations he made to my former counsel that did not originate in my complaint or pleadings and support a conclusion that Shughart Thompson & Kilroy P.C. were obtaining their legal outcomes that contradicted controlling US Supreme Court and Tenth Circuit law and even the express language of the US Congress in granting numerous private rights of action under the USA PATRIOT Act through the extrinsic fraud of *ex parte* communications which because they were made by Kansas licensed attorneys to other Kansas licensed attorney judicial branch employees I have the right to obtain through discovery and I have requested the defendants produce them. Since it is misconduct and lives and property were lost as a foreseeable result and the defendants have used the outcomes procured to defeat my other claims, a protective order preventing my discovery of this information will be reversible error.

**19. State with particularity all material facts upon which you rely to form the basis of your allegation in Paragraph 249(1)(c) of the Complaint that defendants placed “warning notes against MSCI’s officers on US Bank’s computer system,” and include the identity of all persons with knowledge of such facts, and the identity of all documents referring or relating to such facts.**

**ANSWER:**

I and my former counsel Bret D. Landrith had accounts with US Bank and encountered problems cashing and depositing checks in 2003 to 2004 in the greater Kansas City area, Topeka and Pittsburg, KS. Landrith had trouble receiving funds from a check drawn on a HomeQuest Mortgage account with more than sufficient funds in Topeka’s main branch in 2007 because the teller decided to unilaterally impose a new policy contradicting US Bank’s current local policy and not cash checks even with two pieces of photo identification without telephone approval by the maker. This resulted in a complaint being made by HomeQuest which US Bank has a record of and should be producing for the court, in addition to the notices in US Bank’s computer system which have been requested by the plaintiff in their original electronic format.

**20. State with particularity all material facts upon which you rely to form the basis of your allegation in Paragraph 249(1)(d) of the Complaint that defendants disparaged “MSCI’s legal claims against US Bank and US Bancorp,” and include the identity of all persons with knowledge of such facts, and the identity of all documents referring or relating to such facts.**

**ANSWER:**

The letter to Clerk Fisher of the Tenth Circuit documents accusations he made to my former counsel that did not originate in my complaint or pleadings and support a conclusion that Shughart Thompson & Kilroy P.C. were obtaining their legal outcomes that contradicted controlling US Supreme Court and Tenth Circuit law and even the express language of the US Congress in granting numerous private rights of action under the USA PATRIOT Act through the extrinsic fraud of *ex parte* communications which because they were made by Kansas licensed attorneys to other Kansas licensed attorney judicial branch employees I have the right to obtain through discovery and I have requested the defendants produce them. Since it is misconduct and lives and property were lost as a foreseeable result and the defendants have used the outcomes procured to defeat my other claims, a protective order preventing my discovery of this information will be reversible error.

**21. Please state the specific date you allege the defendants breached the alleged Escrow Agreement with MSCI.**

**ANSWER:**

I am not an attorney and the determination of when the agreement was breached is made under Missouri State law as it applies where I entered court seeking declaratory relief in response to the defendant’s actions which appeared to be a repudiation. Normally when a repudiation occurs it is treated as a breach and the repudiating party has elected to pay all the damages resulting from their breach. The defendants have not to my knowledge admitted their conduct was a repudiation and have not specified when finally repudiated the agreement. The court decided not to exercise jurisdiction over the state law declaratory relief so the repudiation was not determined juridically.

Since the damages and the loss of human life was so great, damages were an insufficient remedy for the breach. I kept trying to get the injunctive relief of specific performance specified by *Fine Art Pictures Corporation v. Karzin*, 29 S.W.2d 170 at 173 (Mo. App., 1930) and federal antitrust law.

Also the escrow agreement was for quarterly classes depositing \$300,000.00 to \$350,000.00. Under



\_\_\_\_\_  
SAMUEL K. LIPARI

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

Respectfully Submitted,

S/ Samuel K. Lipari

\_\_\_\_\_  
Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064  
816-365-1306  
saml@medicalsupplychain.com  
*Pro se*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing was served via email, on this 26th day of  
March, 2008 to:

MARK A. OLTHOFF KS Fed. #70339  
SHUGHART THOMSON & KILROY, P.C.  
1700 Twelve Wyandotte Plaza  
120 W 12th Street  
Kansas City, Missouri 64105  
molthoff@stklaw.com  
(816) 421-3355  
(816) 374-0509 (FAX)

ANDREW M. DeMAREA KS #16141  
JAY E. HEIDRICK KS #20770  
SHUGHART THOMSON & KILROY, P.C.  
32 Corporate Woods, Suite 1100  
9225 Indian Creek Parkway  
Overland Park, Kansas 66210  
ademarea@stklaw.com  
jheidrick@stklaw.com  
(913) 451-3355  
(913) 451-3361 (FAX)

ATTORNEYS FOR DEFENDANTS

S/ Samuel K. Lipari

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Samuel K. Lipari