

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

SAMUEL K. LIPARI,)	
)	REQUEST FOR PRODUCTION
)	OF DOCUMENTS
Plaintiff,)	
)	
v.)	Case No.: 07-2146-CM-DJW
)	
US BANCORP, et al.)	
)	
Defendants.)	

PROPOUNDING PARTY:
SAMUEL K. LIPARI

RESPONDING PARTIES:

SET NUMBER:
00001

Pursuant to the Federal Rules of Civil Procedure Rule 34 Samuel K. Lipari submits the following requests for documents to US Bancorp Inc. and US Bank NA to produce on March 14th at 1:00pm at the offices of Samuel K. Lipari located at 297 NE Bayview, Lee's Summit, Missouri, 64064.

DEFINITIONS

1. The term "you" or "your" refers to US Bancorp Inc. and US Bank NA and each of their affiliates, attorneys, law firms, accountants, divisions, subdivisions, predecessors, directors, officers, employees, agents, public relations agencies, representatives and all persons acting or purporting to act on US Bancorp Inc. and US Bank NA's behalf.
2. The term "document" means any writing or recording as defined in Rule 1001 of the Federal Rules of Evidence, including any drafts, revisions and computer-readable material.
3. The term "persons" refers to natural persons, proprietorships, corporations, partnerships, trusts, joint venture groups, associations and organizations.
4. "Relating to" and "relates to" mean, without limitation, relating to, concerning, constituting, mentioning, referring to, describing, summarizing, evidencing, listing, relevant to, demonstrating, tending to prove or disprove, or explain.
5. "Correspondence" means any letter, memorandum or other writing in electronic, storage media or paper.
6. "Communication" or 'communications" includes, without limitation, in-person or telephone conversations, telegrams, telexes, email, tapes, or other sound recordings or means of transmitting information from one source to another.

7. The connectives "and" and "or" mean either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
8. The use of the singular includes the plural, and vice versa.
9. The use of one gender includes all others, appropriate I the context.
10. The paragraph symbol ¶ followed by a number refers to a paragraph in the plaintiff's petition.

INSTRUCTIONS

1. The relevant time period of these requests is from January 1st 1999 to February 12, 2008 and shall include all documents which relate or refer to this period even though prepared before or subsequent to that period.
2. If you object to furnishing any requested document on the ground of privilege, immunity, work product or otherwise, please provide a written statement in which you identify the specific ground on which your objection is based and the document objected to by furnishing its date, author, recipient, a general description of the subject matter of the document and the reason why the document is protected.
3. Notwithstanding your objection, you must disclose any objected to evidence containing nonobjectionable matter which is relevant, and material to the discovery requests, but you may withhold the portion for which you assert the objection, subject to further request or motion, provided that you furnish the above-requested identification.
4. If you later discover additional responsive documents, you are obligated to supplement your responses pursuant to Rule 26 or pursuant to any later imposed order of the court.
5. All documents created electronically or copied, archived or communicated electronically must be delivered to the plaintiff in electronic form as a digital document in a PC readable format on disk, cd or other digital storage medium for commercially available drives, this includes all documents created with word processor software.
6. If the original document's data or metadata concerning the document requires software other than that utilized by Microsoft Office, a copy of the software must be delivered with the data.
7. If any document is provided in paper format a log must be presented identifying the records custodian responsible for the document, their address and the persons knowledgeable of its chain of delivery who can testify that the document was not originated electronically, transmitted or stored in digital format by the GE defendants or their agents or law firms.
8. The records custodians of the parties are requested to make a sworn statement of the completeness of their compliance with the following requests and that the document if in paper form was not created on a word processor or through the use of other software and that the document has never been stored or transmitted electronically.

REQUESTS FOR PRODUCTION

1. All records, forms, statements, applications, credit reports, correspondence, call records, documents, contracts, computer notifications displaying on bank teller and supervisor computer terminals related to all accounts and transactions of the plaintiff Samuel K. Lipari, his former attorney Bret D. Landrith and the plaintiff's now dissolved Missouri corporation Medical Supply Chain, Inc.

2. All communications internal or external or between US Bank NA, US Bancorp Inc., US Bancorp Piper Jaffray, Dorsey & Whitney LLP and KPMG LLP regarding the plaintiff Samuel K. Lipari or Medical Supply Chain, Inc.

3. The documents related to all internal or defendant initiated investigations of the events related to the plaintiff and Medical Supply Chain, Inc., including the spoliation report.

4. All communications of counsel for US Bank NA, US Bancorp Inc., and US Bancorp Piper Jaffray to or from the plaintiff and his or his dissolved corporation's representatives.

5. All documents related to the public relations events, publications and communications that resulted in news releases timed to portray US Bank and or US Bancorp in a favorable light in the greater Kansas City area, Denver and Topeka during the defendants' litigation with the plaintiff, Medical Supply Chain, Inc. and the Topeka, Kansas School District.

6. All US Bancorp and US Bank intranet and web pages announcing US Bancorp Piper Jaffray's involvement in healthcare start up venture capital funds.

7. All notes, research materials related to US Bancorp Piper Jaffray Senior Analyst Daren Marhula's studies in 1999, finding "Internet Poised to Transform United States Health Care Industry" and in 2000 finding "Internet Companies will Shake Up Health Care Industry."

8. All communications, studies, reports or other documents related to the underwriting of Neoforma, Inc., all sales of shares owned or controlled by US Bancorp or US Bank and all communications, studies, reports or other documents related to the class action lawsuits of Neoforma, Inc. shareholders and the National Association of Securities Dealers, the Securities and Exchange Commission and the New York Attorney General's investigation of US Bancorp's subsidiary US Bancorp Piper Jaffray.

9. All communications with the Royal Bank of Canada and the Edward Jones co. concerning the potential sale of US Bancorp Piper Jaffray.

10. All communications between US Bank and US Bancorp with The General Electric Company its employees, agents representatives or counsel related to the plaintiff and or Medical Supply Chain, Inc.

11. All communications and other documents related to the back dating of US Bancorp stock options by US Bancorp CFO Andrew Cecere and former CEO Jerry Grundhofer from 2005 to 2008.

12. All communications to and from municipal, state and federal government agencies related to Samuel K. Lipari, his former attorneys Bret D. Landrith, Dennis Hawver and the plaintiff's now dissolved Missouri corporation Medical Supply Chain, Inc. including All communications to FINCEN, the Securities and Exchange Commission and the Office of the Comptroller of the Currency concerning the plaintiff, his claims, his company, witnesses or former counsel.

13. US Bank and US Bancorp's Insurance, Indemnity, Surety, and Subrogation Agreements including:

a. The guarantees made to US Bancorp and US Bank NA in February 2003 by The Piper Jaffray Company to compensate the defendants for liability from the plaintiff and from US Bancorp Piper Jaffray's conduct in the capitalization of healthcare technology companies and any modification made after February 2003.

b. All insurance claims, errors and omissions set offs, write downs or transfers of stock applied for or received from underwriting sureties or investment banking houses over the 2003 forced divestiture of US

Bancorp Piper Jaffray from US Bancorp due to the breach of agreements between US Bank and the plaintiff.

c. All guarantees and notes of indebtedness created by US Bancorp Piper Jaffray/The Piper Jaffray Company or its principals to compensate US Bancorp for the misconduct against the plaintiff that caused the breach of agreements between US Bank and the plaintiff, including the subordinated debt interest in the new Piper Jaffray Company of \$215 million.

d. The guarantees of Shughart Thompson & Kilroy and or US Bancorp made to Bruce Blefeld and Kathleen Bone Spangler to insure Novation LLC against liability from the misconduct against the plaintiff that caused the breach of agreements between US Bank and the plaintiff to provide escrow accounts capitalizing Medical Supply Chain, Inc.'s entry into the hospital supply market controlled by Novation LLC.

e. The negligence insurance policies of Shughart Thompson & Kilroy, P.C. that would reimburse US Bancorp, Inc. and Jerry A. Grundhofer for any judgments obtained by the plaintiff or by US Bancorp over negligence over the management of attorneys in defending against the plaintiff's claims.

14. All phone calls, voice messages, logs, emails, and letters of *ex parte* communications by the defendants and their agents to employees of the Kansas State Judicial branch and to employees of the U.S. District Court for the Western District of Missouri, U.S. Court of Appeals for the Eight Circuit, the Kansas District Court and the Tenth Circuit Court of appeals and the contents of any communication oral or otherwise to any of the above by attorneys on behalf of the defendants concerning the plaintiff, his dissolved company, witnesses or former counsel, including communications by:

- a. Susan C. Hascall, formerly of Shughart Thompson and Kilroy, P.C. with law clerks and other employees of the U.S. Court of Appeals for the Tenth Circuit from 12/02/2003 to 10/13/2005;
- b. Steven D. Ruse, KS lic. #11461, of Shughart Thomson & Kilroy, P.C. to Hon. Judge Carlos Murguia from October to December of 2002;
- c. Andrew M. DeMarea, KS lic. #16141 of Shughart Thompson & Kilroy to Hon. Magistrate James P. O'Hara from November 2004 to January 2005; to John J. Ambrosio, KS. Lic #07489 of Ambrosio & Ambrosio, Chtd.;
- d. Mark A. Olthoff, KS lic. #70339 to US District Court Magistrate James P. O'Hara from October 2004 to March, 2005; employees and agents of the Kansas Disciplinary Administrator's office and the Johnson County Kansas Discipline Committee including Rex A. Sharp KBA#12350 of Gunderson, Sharp & Walke, L.L.P in October, November and December 2007.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was served via email, on this 13th day of February, 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

Samuel K. Lipari