

1 SAMUEL K. LIPARI
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3 Independence, MO 64064
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5 saml@medicalsupplychain.com
6 Plaintiff, *Pro Se*

7
8 **IN THE STATE OF MISSOURI**
9 **JACKSON COUNTY SIXTEENTH CIRCUIT COURT**

10 SAMUEL K. LIPARI)
11 *Plaintiff*)

12 vs.)

13 CHAPEL RIDGE MULTIFAMILY LLC ,)
14 SWANSON MIDGLEY LLC,)
15 CHRISTOPHER BARHORST,)
16 HOLLY L. FISHER,)
17 REGUS PLC,)
18 REGUS MANGEMENT GROUP LLC,)
19 LIANNE ZELLMER,)
20 WELLS FARGO,)
21 WACHOVIA DEALER SERVICES INC.,)
22 TROPBITO & MILLER LLC.,)
23 CHRIS M. TROPBITO,)
24 NICHOLAS L. ACKERMAN,)
25 TONY R. MILLER)
26 GENERAL ELECTRIC COMPANY,)
27 GENERAL ELECTRIC CAPITAL)
28 BUSINESS ASSET FUNDING CORPORATION,))
29 GE TRANSPORTATION SYSTEMS)
30 GLOBAL SIGNALING, L.L.C.)
JEFFREY R. IMMELT)
Defendants)

Case No. 0916-CV38273

RICO Mail and Wire Fraud
RICO Conspiracy
Under 18 U. S. C. § 1961, *et seq.*

State Law Contract and Interference With
Business Expectancies

Jury Trial Requested

AMENDED PETITION UNDER RULE 55.33

Pursuant to 16th Circuit Court of Jackson County Missouri local rule 3.2, the plaintiff lists the names, addresses, and contact information if known for the parties and registered agents for service of process by the Jackson County Sheriff:

Parties

Plaintiff :

1. SAMUEL K. LIPARI, 803 S. Lake Drive, Independence, Missouri 64053

Defendants:

2. CHAPEL RIDGE MULTIFAMILY LLC; 3460 NE Akin Boulevard
Lees Summit, MO 64064
3. SWANSON MIDGLEY LLC; Plaza West Building, 4600 Madison Avenue, Suite 1100
Kansas City, Missouri 64112
4. BARHORST , CHRISTOPHER; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100
5. FISHER, HOLLY L.; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100

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- 6. REGUS PLC; 26 Boulevard Royal L-2449 Luxembourg; +44 (0) 1932 895059 c/o REGUS PLC registered office 22 Grenville Street; St. Helier; Jersey, JE4 8PX
- 7. REGUS MANGEMENT GROUP LLC; 15305 Dallas Parkway Ste 1400 Addison, TX 75001 c/o Registered Agent CSC Lawyers Incorporating Service, Inc.; 150 S Perry St. Montgomery, AL 36104
- 8. LIANNE ZELLMER; 2300 Main St. Ste 900, Kansas City, MO 64108;(816) 448-3100
- 9. WELLS FARGO; 420 Montgomery Street, San Francisco, California 94163; (866) 249-3302
- 10. WACHOVIA DEALER SERVICES INC.; 8575 W 110th St, Ste 100 Overland Park, KS 66210
- 11. TROPPILO & MILLER LLC; 508 Walnut Street, Kansas City, MO 64106
- 12. ACKERMAN, NICHOLAS L; 508 Walnut Street, Kansas City, MO 64106
- 13. GENERAL ELECTRIC COMPANY, (herein "GE"), Missouri registered agent: C T Corporation System, 314 North Broadway, St. Louis, Mo 63102.
- 14. GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, (herein "GE CAPITAL") Missouri registered agent: The Company Corporation 120 South Central Avenue Clayton, Mo 63105.
- 15. GE TRANSPORTATION SYSTEMS GLOBAL SIGNALING, L.L.C. (herein "GE TRANSPORTATION") Missouri registered agent C T Corporation System, 120 South Central Avenue, Clayton Mo 63105.
- 16. JEFFREY R. IMMELT, CEO of General Electric, formerly President of GE Medical, an independent company, in addition to founding GHX, Inc., an independent company and is a defendant actor with an independent personal stake. Jeffrey R. Immelt has communicated to the petitioner that he will accept service through his counsel Jonathan I. Gleklen of Arnold & Porter, 555 12th Street, N.W. Washington, D.C. 20004.

COMPLAINT

Comes now the petitioner, Samuel K. Lipari appearing *pro se*. Samuel K. Lipari is a sole proprietor competing in the market for hospital supplies within the State of Missouri, the nation, and in the national market for home healthcare supplies. In the businesses injured by the conduct described in the racketeering portion of this complaint, the petitioner was at all times unincorporated and never held himself out to be incorporated. The petitioner is also the assignee of the contract rights and business relationship expectancies of his dissolved Missouri corporation for the state law portion of this complaint.

I. INTRODUCTION

1 1. The defendants in this complaint are latecomers to a racketeering conspiracy with a criminal enterprise
2 excluding the petitioner from competing in hospital supply markets to preserve the conspirators' overarching
3 plan to defraud Medicare and Medicaid with artificially inflated hospital supply costs resulting from the
4 racketeering conspiracy's restraint of trade.

5 2. The complaint has also been amended to include related state law claims against non-RICO defendant
6 original Novation LLC cartel conspirators GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R.
7 IMMELT on state law claims surviving dismissal in *Samuel Lipari v. General Electric Company, et al.*, 16th Cir
8 Mo. Case no. 0616-CV07421 and under concurrent federal jurisdiction in *Samuel Lipari v. General Electric*
9 *Company, et al.*, W.D. of Missouri Case No. 07-0849-CV-W-FJG on appeal as No. 08-03115 (8th Cir.).

10 3. This petition arises from the legally separate defendants' decisions through their Missouri chartered law
11 firm agents to deprive the plaintiff of his virtual office phone and mail service, his apartment home office and his
12 business automobile on the same day through bad faith legal proceedings in violation of the plaintiff's contracts,
13 Missouri landlord tenant law and consumer protection act notice requirements via fraudulent filings in the 16th
14 Circuit State of Missouri Court.

15 4. The latecomer defendants expressly stated in pleadings signed by Missouri licensed attorneys that the
16 respective notice requirements had been complied with when in fact incontrovertible evidence in the records of
17 the various actions shows that the pleadings were based on documents that had been falsified through mail
18 and wire communications by the racketeering conspiracy through the defendants, the plaintiff and the 16th
19 Circuit State of Missouri Court.

20 5. The latecomer defendants' communications, letters and pleadings claimed notices had been faxed
21 when they had not.

22 6. Filings were backdated to fraudulently show notice periods were provided and delinquencies were
23 misrepresented.

24 7. Even an offer to return the plaintiff's automobile without credit reporting injury was fraudulently made.

25 8. All the latecomer defendants' frauds were committed with misrepresentations in mail and wire
26 communications and mail and wire communications were also made without false statements in furtherance of
27 the defendants' fraudulent scheme that equally violated 18 U. S. C. § 1961 section 1341 and section 1343
28 under *Schmuck v. United States*, 489 U.S. 705, 109 S.Ct. 1443, 103 L.Ed.2d 734 (1989).

1 9. The latecomer defendants' fraudulent filings and communications with the 16th Circuit State of Missouri
2 Court and the plaintiff were intended to deceive the court and the plaintiff into relinquishing property and
3 business resources he had rights to retain and were precisely the mail and wire fraud acts the US Supreme
4 Court in *Bridge et al v. Phoenix Bond & Indemnity Co. et al*, 128 S.Ct. 2131 (2008) unanimously determined
5 state a civil cause of action for violation of 18 U. S. C. § 1962.

6 10. The legally separate defendants continued the predicate acts and participation in the racketeering
7 conspiracy to achieve the aims of the RICO enterprise through their Missouri chartered law firm agents even
8 when the plaintiff brought their attention to the frauds and the temporal relationship of the concerted mail and
9 wire fraud acts of other latecomer conspirators on the same day to initiate fraudulent bad faith actions to
10 deprive the plaintiff of his virtual office phone and mail service, his apartment home office and his business
11 automobile in violation of 18 U. S. C. § 1962 (c) and (d).

12 11. The criminal racketeering enterprise and its RICO co-conspirators voluntarily joined by the latecomer
13 defendants have employed extrinsic fraud to obstruct justice in federal and state litigation and to deprive the
14 petitioner of any resources to conduct his business including depriving the petitioner of property used in his
15 business and in enforcing his business expectations.

16 12. The pattern and practice of *ex parte* defamation to obstruct justice and predetermine outcomes in the
17 plaintiff's litigation *Samuel Lipari v. General Electric Company, et al.*, 16th Cir Mo. Case no. 0616-CV07421;
18 *Samuel Lipari v. US Bancorp, NA, et al*, 16th Cir Mo. Case no. 0616-CV32307; and *Ex Rel Samuel Lipari, v.*
19 *Hon. Michael Manners* WD of Missouri Court of Appeals Case no. 68703 resulted in the Supreme Court Chief
20 Justice William Ray Price Jr.'s address to the Missouri Judicial Branch and Board of Bar Governors specifically
21 condemning this extrinsic fraud depriving Missouri citizens of fair hearings based on fact and law. See Chief
22 Justice William Ray Price Jr.'s address. (**Exhibit 1 Justice Price**)

23 13. The central *modus operandi* employed by the RICO Enterprise and the RICO Conspiracy is to obtain
24 judgments expressly contrary to controlling law through filing motions to dismiss and for sanctions that
25 materially misrepresent the plaintiff's pleadings and the applicable case law in violation of Missouri Rules of
26 Professional Conduct Rule § 4.1 "Truthfulness in statements to others" and § Rule 3.3 "Candor toward the
27 Tribunal".

28 14. The RICO Conspiracy relied on the federal district court judges Hon. Judge Carlos Murguia; Hon.
29 Judge Fernando J. Gaitan, Jr.; Hon. Judge Otrie Smith; and the Kansas District Court magistrates Hon. David

1 J. Waxse, and Hon. James P. O'Hara (see **Exhibit 2** Pacer Index) to adopt the RICO conspirators arguments
2 facially misrepresenting the plaintiff's written complaints, the text of enactments of Congress including the USA
3 PATRIOT Act and the controlling rulings of the US Supreme Court on the facts alleged by the plaintiff.

4 15. The RICO Conspiracy relied on Hon. Michael M. Manners and the 16th Circuit State of Missouri Court
5 to adopt the RICO conspirators arguments facially misrepresenting the plaintiff's written complaints, the text of
6 enactments of the Missouri State Legislature and the controlling rulings of the Missouri Supreme Court on the
7 facts alleged by the plaintiff.

8 16. The plaintiff's experiences with the misrepresentations to the court on discovery and mediation by the
9 RICO co-conspirator Husch Blackwell Sanders LLP resulted in Hon. Michael M. Manners permitting
10 amendment of the plaintiff's real estate contract claims against General Electric to include 18 U. S. C. § 1962
11 (c) and (d) claims based on the conspirators' conduct turning the 16th Circuit State of Missouri Court into a
12 RICO enterprise under *U.S. v. Murphy*, 768 F.2d 1518 (7th Cir. 1985) See Case documents at
13 <http://www.medicalsupplychain.com/Lipari%20v%20GE%200616-07421.htm>

14 17. The latecomer RICO co-conspirator defendants similarly relied on 16th Circuit State of Missouri Court
15 Clerk's office employees, the Hon. Judge Charles L. Stitt and the Hon. Robert L. Trout. See **Exhibit 2.1** Case
16 Net Index.

17 18. The latecomer RICO co-conspirator defendants are now participants in a RICO Conspiracy that
18 includes the federal district court judges Hon. Judge Carlos Murguia, Hon. Judge Fernando J. Gaitan, Jr. and,
19 16th Circuit Hon. Michael M. Manners to deprive the plaintiff of his business property. See third proposed
20 amended complaint, exhibit I of the Motion to Amend at pgs. 123-125
21 <http://www.medicalsupplychain.com/pdf/Lipari%20Third%20Motion%20For%20Leave%20to%20Amend%2004217.pdf> and plaintiff's
22 response to show cause <http://www.medicalsupplychain.com/pdf/Answer%20to%20show%20cause.pdf>
23 and its supporting affidavit <http://www.medicalsupplychain.com/pdf/Lipari%20Affidavit.pdf>

24 19. As co-conspirators, the latecomers charged in this petition had knowledge of acts of the ongoing
25 criminal RICO conspiracy and intentionally participated in furthering the objectives of the racketeering
26 enterprise and the RICO conspiracy to restrain trade in hospital supplies and overcharge Medicare by the
27 latecomer conspirators violating Missouri statutes, and committing frauds on the 16th Circuit State of Missouri
28 Court in an agreement to join the ongoing conspiracy through predicate acts of mail and wire fraud designed to
29 injure the plaintiff's business and take his property in the manner the US Supreme Court has determined in
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1 *Sedima SPRL v. Imrex Co. Inc*, 473 U. S. 479 at page 496 gives the plaintiff standing under 18 U. S. C. § 1962.
2 See **Exhibit 2.2** Web Site Index.

3
4 **II. AVERMENTS**

5 20. The Plaintiff makes the following allegations of fact and law relative to his claims:

6 **A. JURISDICTION**

7 21. The 16th Circuit State of Missouri Court has jurisdiction over this action for the following reasons:

8 **Subject Matter Jurisdiction**

9 22. Under *Tafflin v. Levitt*, 493 U.S. 455 (1990) (holding that RICO is not exclusively federal) this court has
10 subject matter jurisdiction over claims based on 18 U. S. C. § 1961, *et seq.*

11 **Subject Matter Jurisdiction Standing of Plaintiff**

12 23. The plaintiff's petition alleges RICO predicate acts of mail fraud, wire fraud and Hobbs Act extortion
13 committed by the defendants and by both a RICO enterprise and a RICO conspiracy joined by the defendants
14 and that these RICO predicate acts "ha[d] injured the [plaintiffs'] business and/or property interests"
15 requirement of *Lujan v. Defenders of Wildlife*, 504 U. S. 555, 561 (1992).

16 24. The plaintiff's petition alleges RICO predicate acts of mail fraud and wire fraud were committed by the
17 defendants directly or through conspiracy in specific identified communications made through the US Mail and
18 electronically that injured the plaintiff in his business under the standing requirement of the unanimous court in
19 *Bridge et al v. Phoenix Bond & Indemnity Co. et al*, 128 S.Ct. 2131 (2008).

20 25. The plaintiff's petition alleges injury to his business' tangible property through RICO predicate acts
21 providing the plaintiff standing under *Regions Bank v. J.R. Oil Co., LLC*, 387 F.3d 721 at 729 (8th Cir., 2004).

22 **Subject Matter Jurisdiction Over Defendants**

23 26. The plaintiff's petition alleges RICO predicate acts of mail fraud, wire fraud and Hobbs Act extortion
24 committed by both a RICO enterprise and a RICO conspiracy joined by the defendants making the defendants
25 liable to the plaintiff even if they are found to have committed no RICO predicate act of their own and found to
26 have lacked knowledge of the RICO enterprise and the RICO conspiracy's predicate acts against the plaintiff
27 under *United States v. Yannotti*, 06-5571-cr, 2008 WL 4071691 (2d Cir. September 4, 2008).

28 27. The plaintiff's petition alleges the named defendants voluntarily joined a RICO enterprise and a RICO
29 conspiracy to commit 18 U. S. C. § 1961 predicate acts through the actions of the defendants' Missouri
30 licensed attorney agents in violation of Missouri Rules of Professional Conduct §§ 4-3.3(a)(1) and (3); 4-3.4(b);

1 4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f).

2 28. The plaintiff's petition's allegations of the RICO conspiracy that the defendants willingly joined as
3 latecomer co-conspirators subject the latecomer defendants to liability for all acts during conspiracy's
4 existence. *Dextone Co. v. Building Trades Council of Westchester County*, 60 F.2d 47 (2d Cir. 1932).

5 29. The plaintiff's petition's allegations against the defendants arising through the actions of the defendants'
6 Missouri licensed attorney agents controlling and directing the RICO predicate acts in a managing role and in
7 violation of Missouri Rules of Professional Conduct and make the defendants co-conspirators under 18 U. S. C.
8 § 1961(d) under *Reves v. Ernst & Young*, 494 U.S. 56 (1990), *Reves II*, 507 U.S. at 185, 113 S. Ct. at 1173;
9 *Handeen v. Lemaire*, 112 F.3d 1339 at 1350-1351 (C.A.8 (Minn.), 1997); and *Reynolds v. Condon*, 908F.Supp.
10 1494 at 1510 (N.D. Iowa, 1995).

11 30. The plaintiff's petition alleges the named defendants participated in 18 U. S. C. § 1961 enumerated
12 predicate acts through Missouri licensed attorneys filing *fabricated documents* as material evidence supporting
13 their abuse of process to injure the plaintiff necessitating the finding of a conspiracy under *Hazel-Atlas Glass v.*
14 *Hartford Empire Co.* 322 U.S. 238 64 S.Ct. 997, 1000, 88 L. Ed 1250.

15 31. The plaintiff's petition alleges the named defendants participated in frauds through mail and wire
16 communications in the pre-litigation phase of lawsuits against the plaintiff that are not immune from RICO
17 liability on the basis of a First Amendment right to petition *Cardtoons, L.C. v. Major League Baseball Players*
18 *Ass'n*, 208 F.3d 885 (10th Cir. 2000) ("*Cardtoons V*").

19 32. The plaintiff's petition alleges the named defendants participated with state and federal judges who
20 have immunity that does not transfer to the named defendants under *Robinson v. Bergstrom*, 579 F.2d 401,
21 404 (7th Cir. 1978) and *Adickes v. S. H. Kress & Co.*, 398 U.S. at 152, 90 S.Ct. 1598.

22 33. The plaintiff's petition alleges the latecomer defendants joined a RICO enterprise and RICO conspiracy
23 created by General Electric and called the Novation LLC cartel which has the over arching goal of artificially
24 inflating hospital supply costs to skim Medicaid, Medicare and private insurance funds from hospitals and is
25 described fully in the litigation documents at [http://www.medicalsupplychain.com/Lipari%20v%20GE%2007-](http://www.medicalsupplychain.com/Lipari%20v%20GE%2007-0849.htm)
26 0849.htm

27 **Personal Jurisdiction**

28 34. The plaintiff SAMUEL K. LIPARI resides in the State of Missouri.

1 35. The defendant entities CHAPEL RIDGE MULTIFAMILY LLC; SWANSON MIDGLEY LLC; TROPBITO
2 & MILLER LLC are Missouri corporations.

3 36. The defendant entities REGUS PLC; REGUS MANGEMENT GROUP LLC; WELLS FARGO, and
4 WACHOVIA DEALER SERVICES INC regularly do business in the State of Missouri.

5 37. The defendant entities REGUS PLC; REGUS MANGEMENT GROUP LLC; and WELLS FARGO
6 maintain offices in the State of Missouri.

7 38. The defendant persons CHRISTOPHER BARHORST, HOLLY L. FISHER, LIANNE ZELLMER, CHRIS
8 M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER reside or work in the State of Missouri.

9 **Venue**

10 39. The plaintiff's injuries from the latecomer defendants' predicate acts of racketeering described in this
11 complaint occurred in Jackson County of the State of Missouri.

12 40. The defendants' conduct against the plaintiff occurred in Jackson County of the State of Missouri.

13 41. The defendants' real estate holdings subject to *lis pendens* and satisfaction of the RICO conspiracy's
14 joint and several liability is located in Jackson County of the State of Missouri. See **Exhibit 3-3.1** Chapel Ridge
15 Articles.

16 42. The General Electric defendants control a leasehold in the entirety of an office building at 1600 N.E.
17 Coronado Drive in Blue Springs, Jackson County Missouri which has been continuously subject to the plaintiff's
18 *lis pendens* filing while the defendants have arranged sham transfers and have failed to provide the plaintiff
19 occupancy.

20 43. The plaintiff hereby amends his *lis pendens* over 1600 N.E. Coronado Drive in Blue Springs, Jackson
21 County Missouri to include the present action.

22 44. The Jackson County legal description of the defendant conspirator CHAPEL RIDGE MULTIFAMILY
23 LLC's commercial real estate is:

24 Lot 22 and Tract L, Chapel Ridge Business Park Lots 19 thru 22 and Tracts L&M, a subdivision in Lee's
25 Summit, Jackson County, Missouri.

26 **Exhibit 4** *lis pendens*, plaintiff's *lis pendens* against the CHAPEL RIDGE MULTIFAMILY LLC apartment
27 complex known as The Fairways at Lakewood.

1 **Timeliness**

2 45. A four year limitations period from the last enumerated predicate act applies to all civil RICO claims
3 under *Agency Holding Corp. v Malley-Duff & Associates, Inc.*, 483 U.S. 143 (1987).

4 46. The conduct of the latecomer defendants described in this complaint resulted in “new and independent
5 injuries” to the plaintiff’s business property separate from those alleged against the RICO conspiracy in earlier
6 litigation under *Glessner v. Kenny*, 952 F.2d 702 (3d Cir. 1991).

7 47. The last predicate act on information and belief was procuring the scheduling of the plaintiff’s Western
8 District of Missouri Court of Appeals hearing to take place on December 15, 2009 in order to provide an
9 overwhelming show of the defendant RICO conspiracy’s power over the State of Missouri legal system. See
10 **Exhibit 5** Appeal Case Docket WD70832.

11 48. Following a nationally distributed news article, the Western District of Missouri Court of Appeals
12 rescheduled the hearing to take place in January 2010. See **Exhibit 6** OpEd.

13 49. The last predicate acts of the defendant co-conspirators WELLS FARGO, WACHOVIA DEALER
14 SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY
15 R. MILLER addressed in the present complaint occurred on December 15, 2009 when the firm completed its
16 fraud scheme’s misrepresentations by failing to withdraw them on the demand of the plaintiff.

17 **Governing Law**

18 50. The plaintiff is suing the defendants under a private right of action provided in 18 U. S. C. § 1962 (c) for
19 acts of the RICO enterprise committed by the defendants that are enumerated in 18 U. S. C. § 1961.

20 51. The plaintiff is suing the defendants under a private right of action provided in 18 U. S. C. § 1962 (d)
21 RICO Conspiracy for acts of the RICO enterprise committed by the defendants that are enumerated in 18 U. S.
22 C. § 1961.

23 52. The plaintiff’s charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY
24 LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER; TROPBITO & MILLER LLC, CHRIS M. TROPBITO;
25 NICHOLAS L. ACKERMAN; and TONY R. MILLER as knowingly joining the RICO conspiracy by
26 intentionally committing 18 U. S. C. § 1961 section 1341 Mail frauds on the 16th Circuit of Missouri Court and by
27 additional acts specifically prohibited by the Missouri Rules of Professional Conduct (“MRPC”) §§ 4-3.3(a)(1)
28 and (3); 4-3.4(b); 4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f) and by disobeying their mandatory duty to report
29 MRPC violations of co-conspirators.

1 53. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants CHAPEL RIDGE
2 MULTIFAMILY LLC; SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER as
3 knowledgeable joining the RICO conspiracy by intentionally committing frauds and conduct specifically
4 prohibited by Missouri Revised Statutes, Chapter 535, Landlord-Tenant Actions.

5 54. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts
6 of 18 U. S. C. § 1961 section 1341 Mail Fraud.

7 55. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts
8 of 18 U. S. C. § 1961 section 1341 Mail Fraud Deprivation of the Honest Services of Public Officials.

9 56. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts
10 of the Hobbs Act (against Extortion) 18 U.S.C. §1951 that resulted in the loss of property by the plaintiff.
11

12 **B. STATEMENT OF FACTS**

13 57. The Plaintiff makes the following allegations of fact relative to his claims:

14 **Parties**

15 58. The Plaintiff has listed the parties to this litigation and their places of business on the cover page of the
16 petition and the second page pursuant to 16th Circuit Court of Jackson County Missouri local rule 3.2 requiring
17 the plaintiff to list the names address and contact information if known for the parties and registered agents for
18 service of process by the Jackson County Sheriff on the cover of the complaint.

19 59. On February 9 2008 the plaintiff, Samuel K. Lipari served the defendants and the Honorable Judge David
20 J. Waxse and Carlos Murguia with a, "Settlement Brief Notice" and three volumes of evidentiary exhibits
21 indexed by volume, exhibit number and the description of the document.

22 60. The settlement brief "*Lipari v US Bank Settlement Brief*", "Settlement Brief Evidence Exhibits Vol. I",
23 "Settlement Brief Evidence Exhibits Vol. II", and "Settlement Brief Evidence Exhibits Vol. III" were created by
24 the plaintiff in an effort to accelerate settlement and to stop the damage against citizens of the United States
25 and residence of the State of Missouri.

26 61. What the plaintiff instead encountered was the same criminal misconduct, fraud, extortion and retaliation
27 the plaintiff had already suffered for the past decade. See Lipari Affidavit **Exhibit 7**

28 62. On information and belief, the defendants in this action formed an agreement on July 24th, 2009 to
29 participate in a criminal conspiracy with agents of the following RICO Conspiracy members General Electric
30

1 Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global
2 Signaling, LLC, Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc.,
3 Christopher M. McDaniel, Husch Blackwell Sanders LLP, Bradley J. Schlozman, Novation LLC, US Bancorp
4 and The Piper Jaffray Companies whose conduct against the plaintiff is described fully on the plaintiff's web site
5 www.medicalsupplychain.com/news

6 63. On information and belief, the purpose of this agreement between the latecomers and the existing RICO
7 Conspirators is to commit RICO predicate acts of fraud and extortion against the plaintiff's business to further
8 an ongoing criminal RICO conspiracy which has the over arching goal of skimming hospital funds in artificially
9 inflated claims against Medicaid, Medicare and private health insurance funds.

10 64. On information and belief the existing conspirators had enlisted the aid of the Western District of Missouri
11 US Department of Justice, the Western District of Missouri Federal Bureau of Investigation field office at
12 Kansas City, Missouri and the police departments of Lee's Summit, Missouri; Blue Springs, Missouri; and
13 Independence, Missouri to assist the RICO conspiracy in obstructing justice in the plaintiff's private civil
14 litigation in state and federal courts to protect the RICO conspiracy's overarching criminal interest in controlling
15 the market for hospital supplies in an ongoing hospital skimming scheme.

16 65. On information and belief the police department of Lee's Summit was participating in a joint federal and
17 state task force that resulted in elite members of the Lee's Summit Police Department residing across from and
18 next to the plaintiff in the CHAPEL RIDGE MULTIFAMILY LLC apartment complex, The Fairways at Lakewood
19 to supplement the warrantless wiretapping.

20 66. The plaintiff supports the following statements with a sworn affidavit and evidentiary exhibits that
21 describe and document the public official corruption the plaintiff found running rampant in our Federal and State
22 agencies, courts and public offices which was used by the defendants CHAPEL RIDGE MULTIFAMILY LLC,
23 SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS
24 MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC.,
25 TROPPILO & MILLER LLC, CHRIS M. TROPPILO, NICHOLAS L. ACKERMAN, and TONY R. MILLER and
26 their co-conspirators to injure the plaintiff and to carry out the over arching goals of the RICO conspiracy as set
27 by the RICO enterprise controlling hospital supplies in Missouri and the nation.

28 67. On February 26 2008 the plaintiff emailed U.S. Senator Claire McCaskill's office and Corey Dukes with
29 information discussing the continued retaliation and interference with the plaintiff's Federal and State cases,
30

1 civil rights, property rights and business interests. See Lipari Affidavit **Exhibit 8**.

2 68. On February 28, 2008 the plaintiff sent an email to the plaintiff's Missouri State Representative for
3 Jackson County House Minority Party Leader Paul Lavota explaining the gravity of the plaintiff's situation and
4 asking why Missouri Governor Jay Nixon's office is not doing something about the public official corruption
5 obstructing justice in private civil litigation problem.

6 69. The plaintiff's letter gave notice that the problems seem to have escalated during the period Governor
7 Jay Nixon was the Attorney General for Missouri.

8 70. The plaintiff explained that Corey Dukes at Senator Claire McCaskill's office also knew all about the
9 problems the plaintiff had encountered. See **Lipari Affidavit Exhibit 9**.

10 71. On March 25 2008 the plaintiff called the US Attorneys office in Kansas City to complain of the
11 interference the plaintiff was experiencing when trying to transfer data via the internet (FTP and by email) for
12 his business when the plaintiff was informed by US Attorney for the Western District of Missouri, Assistant US
13 Attorney Jeffrey P. Ray that Ray would be representing former US Attorney Bradley Schlozman for his conduct
14 in his personal capacity before and after his service as a prosecutor in the Western District of Missouri Federal
15 Court case #07-0849 *Lipari v. GE*. See Lipari Affidavit **Exhibit 9.1**.

16 72. On March 28 2008, the plaintiff responded to the Administrative Office for US Courts regarding their
17 effort to restore confidence in our judiciary decimated by corruption under the Bush administration with showing
18 the "Straw Man Fraud" the plaintiff had documented was used by the defendants' RICO conspiracy to
19 fraudulently procure court rulings through out the plaintiff's eight-year legal battle and that resulted in decisions
20 never being based on fact or law. See Lipari Affidavit **Exhibit 10**.

21 73. On April 2, 2008 the plaintiff emailed Senator Claire McCaskill's office Corey Dukes and the U.S. House
22 Judicial Chairman John Conyers with the attached ethics complaint the plaintiff filed against the Honorable
23 Judge Carlos Murguia on February 1, 2008 for his continued misconduct in several of the plaintiff's cases See
24 Lipari Affidavit **Exhibit 11-11.1**.

25 74. On April 2, 2008 the plaintiff emailed Senator Claire McCaskill's office Corey Dukes with a letter to The
26 Honorable Judge John W. Lungstrum written in 2003, concerned about the lack of fact-based law decisions in
27 the plaintiff's litigation in Kansas District Court.

28 75. Additionally, the plaintiff sent an article from The Washington Post on how combined federal and state
29 intelligence or threat fusion centers are run by states including the State of Missouri and have access to
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1 sensitive personal information. See Lipari Affidavit **Exhibit 12-14**.

2 76. On April 3, 2008 the plaintiff emailed a reporter named Tom Flocco and explained the plaintiff's
3 difficulties with the Honorable Judge Carlos Murguia, US Senator Claire McCaskill, US Representative
4 Emanuel Cleaver II, US Attorney Bradley Schlozman and US Attorney John Wood regarding the judicial
5 misconduct, cover up, extortion, obstruction of justice and fraud being committed against the plaintiff, his family
6 and associates. See Lipari Affidavit **Exhibit 15**.

7 77. On April 14, 2008 the plaintiff emailed Corey Dukes with Senator Claire McCaskill's office and Geoffrey
8 Jolly with Representative Emanuel Cleaver's office, a confidential petition and a second ethics complaint
9 against the Honorable Judge Carlos Murguia. See Lipari Affidavit **Exhibit 16-17.1**.

10 78. On April 14, 2008 the plaintiff emailed a copy of the demand letter to AT&T for their role in obstructing
11 justice, warrantless wiretapping and illegal surveillance programs to interfere with the plaintiff's litigation,
12 businesses, personal property and civil rights. See Lipari Affidavit **Exhibit 18-18.1**.

13 79. On April 15, 2008 the plaintiff emailed Norm Siegel with Stueve Siegel Hanson LLP seeking help with the
14 plaintiff's up coming mediation and settlement negotiations with links to the three complaints the plaintiff
15 needed help with. See Lipari Affidavit **Exhibit 19**.

16 80. On April 15,th 2008 the plaintiff emailed Rick Holtsclaw with Holtsclaw & Kendall LC for help with the
17 plaintiff's cases mediation and settlement negotiations with links to the three complaints the plaintiff needed
18 help with. See Lipari Affidavit **Exhibit 20**.

19 81. On May 5, 2008 the plaintiff emailed Phil Cardarella for help with the plaintiff's cases mediation and
20 settlement negotiations with links to the three complaints the plaintiff needed help with. See Lipari Affidavit
21 **Exhibit 21**.

22 82. On May 8, 2008 Federal Task Force informant Suzanne Gauch provided introduction by email to Mike
23 Lavota as a potential attorney to represent the plaintiff in his cases. See Lipari Affidavit **Exhibit 22**.

24 83. On June 8, 2008 the plaintiff gave an interview to INN World Report outlining the obstruction of justice in
25 the plaintiff's six-year litigation and the continued fleecing of Medicare and Medicaid funds. See Lipari Affidavit
26 **Exhibit 23**.

27 84. On July 10, 2008 the plaintiff sent an email to Sidney J. Perceful, a Commissioner, of the Federal
28 Mediation & Conciliation Service of the United States Government following a meeting she had with the
29 Honorable Judge Dean Whipple concerning the plaintiff's attorney Bret D. Landrith and his fraudulent
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1 disbarment which was reciprocally imposed on Landrith without a hearing in the US District Court for the
2 Western District of Missouri.

3 85. According to Sidney J. Perceful, Judge Dean Whipple said he knew nothing about the Bret D. Landrith
4 disbarment which he observed was highly unlikely since it was to be introduced at a monthly meeting of judges
5 for a vote and he would have remembered it since the disbarments were so unusual but that the documentation
6 of the order bears his name.

7 86. The plaintiff's email shows the Honorable Judge Dean Whipple had notice of the fraudulent disbarment
8 See Lipari Affidavit **Exhibit 24**.

9 87. On November 20, 2008 the plaintiff emailed the latecomer defendants CHAPEL RIDGE MULTIFAMILY
10 LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS
11 MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC.,
12 TROPBITO & MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER 's co-
13 conspirator Joel B. Voran with notice of criminal misconduct from Voran's firm Lathrop & Gage LLP and Lathrop
14 & Gage LLP's attorney showing that Lathrop & Gage LLP was engaged in a scheme with former Missouri
15 Governor Matt Blunt to artificially inflate the cost of hospital supplies and to extort Medicare and Medicaid funds
16 through the "Insure Missouri" hospital skimming scheme which included Neil L. Patterson and Cerner
17 Corporation, a Kansas City-based medical software corporation that makes health care management systems
18 to conceal the fraudulent claims against Medicaid and Medicare funds and that Governor Matt Blunt and the
19 Novation LLC cartel planned to use to administer Medicaid funds without oversight in the Insure Missouri
20 scheme. See Lipari Affidavit **Exhibit 25-25.1**.

21 88. On December 1, 2008 the plaintiff spoke with US Senator Claire McCaskill's caseworker Lisa M. Foehner
22 regarding the plaintiff's FOIA request for the plaintiff's case file, Lisa M. Foehner informed the plaintiff that
23 Senator Claire McCaskill had closed the plaintiff's case.

24 89. The plaintiff then emailed Senator McCaskill's Corey Dukes and U.S Representative Emanuel Cleaver
25 II's Geoffrey Jolley and explained the plaintiff's call with Lisa M. Foehner.

26 90. Corey Dukes and Geoffrey Jolley said that US Senator Claire McCaskill and U.S Representative
27 Emanuel Cleaver II were sending the plaintiff's request to the proper authorities in Washington regarding the
28 Western District of Missouri US Department of Justice Office of former US Attorney Bradley Schlozman and US
29 Attorney John Wood See Lipari Affidavit **Exhibit 26**.

1 91. On January 4, 2009 the plaintiff emailed notice to the members of the Missouri Board of Bar Governors
2 as prospective injunctive relief defendants in the first of three amended petitions outlining the continued
3 misconduct of the conspirators' licensed Missouri attorneys in misrepresenting the controlling case law and the
4 facts on the face of the plaintiff's pleadings to the 16th Circuit State of Missouri Court to procure through
5 extrinsic fraud sham dismissals of the plaintiff's claims for the purpose of protecting the RICO hospital supply
6 enterprise and the RICO conspiracy through a lack of legal review or law based decisions in Missouri case #
7 0816-04217 before the Honorable Judge Michael M. Manners. See Lipari Affidavit **Exhibit 27-27.1**.

8 92. On January 20, 2009 the plaintiff emailed notice to the Missouri Board of Governors concerning the
9 plaintiff's appeal #70534 in case # 0816-04217 before the Honorable Judge Michael M. Manners. See Lipari
10 Affidavit **Exhibit 28**.

11 93. On January 22, 2009 the plaintiff emailed Melissa Streeter (an acquaintance of Federal Task Force
12 Informant Susanne Gauch) on the ongoing and difficulties sending standard business documents and
13 communications by email. See Lipari Affidavit **Exhibit 29**.

14 94. On January 26, 2009 the plaintiff sent an email notice to David @storesecured.com which is the plaintiff's
15 consumer/home healthcare storefront's distributor and for which the plaintiff resold products under the brand
16 Medical Supply Line from the plaintiff's apartment provided by CHAPEL RIDGE MULTIFAMILY LLC and
17 through a virtual office mail and phone service provided by REGUS PLC, REGUS MANGEMENT GROUP LLC,
18 and LIANNE ZELLMER.

19 95. The email notice the plaintiff sent to David @storesecured.com stated that the business plaintiff operated
20 was forced to shut down due to continued antitrust, racketeering, conspiracy and fraud conduct by the RICO
21 enterprise and RICO conspiracy which sought to shut down even the separate consumer/ home healthcare
22 business and deprive the plaintiff of resources he could use to enter the hospital supply market. See Lipari
23 Affidavit **Exhibit 30**.

24 96. The RICO enterprise and RICO conspiracy are formed around the Novation LLC hospital supply cartel
25 scheme created by General Electric and Jeffry Immelt to skim hospitals by overcharging Medicare, Medicaid
26 and private insurers for hospital supplies.

27 97. The plaintiff also found that the RICO enterprise and RICO conspiracy are formed around the Novation
28 LLC hospital supply cartel scheme created by General Electric and Jeffry Immelt included the latecomer RICO
29 conspirators CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST,
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1 HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO,
2 WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L.
3 ACKERMAN, and TONY R. MILLER who formed an agreement to help shut down the plaintiff's home
4 healthcare/ consumer business in furtherance of the overarching goals of the RICO hospital supply enterprise
5 and the RICO conspiracy to keep me out of the institutional and with the intent to shut down the plaintiff's
6 financial resources. See Lipari Affidavit **Exhibit 30**.

7 98. On January 26, 2009 the plaintiff sent an email responding to the plaintiff's sister's son who was being
8 harassed by teachers in the Blue Springs school district.

9 99. The plaintiff's reply documented the continued interference from federal and State of Missouri agency
10 employees including those of the City of Blue Springs Police Department in conduct of public official corruption
11 to shut down the plaintiff's business and financial resources to further the overarching goals of RICO hospital
12 supply enterprise and the RICO conspiracy. See Lipari Affidavit **Exhibit 30.1**.

13 100. On January 26, 2009 the plaintiff took the plaintiff's mother to the "Bank of The West" and added her to
14 the plaintiff's account so that the plaintiff would have access to the funds invested by his brother and sister.

15 101. When the plaintiff and his mother sat down with the plaintiff's personal banker they learned "Bank of The
16 West" already had the plaintiff's mothers' name, address and social security number on file.

17 102. The plaintiff's mother has never conducted business with any bank in over 20 years (having only been a
18 credit union customer) and had never been a customer of the "Bank of The West".

19 103. Bank of The West was instructed by federal and State of Missouri agency employees to participate in
20 public official corruption and Bank of The West complied with the instruction from federal and state agencies to
21 monitor and report all activity regarding the plaintiff account(s) and activity.

22 104. On February 14, 2009 the plaintiff contacted Attorney General Mr. Eric Holder by mail and email pleading
23 for help (See Lipari Affidavit **Exhibit 31**) following US Senator Claire McCaskill's office's Regional Director
24 Michelle Sherod making a similar request to the Office of Inspector General. See Lipari Affidavit **Exhibit 31.1**.

25
26 **FBI AGENT KEVIN PERKINS HOBBS ACT EXTORTION IN**
27 **PARTICIPATION WITH THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION**

28 105. Deputy Inspector General Paul K. Martin forwarded the plaintiff's complaint to Kevin Perkins with the
29 Inspector Division of the Federal Bureau of Investigation ("FBI"). See Lipari Affidavit **Exhibit 31.2**.

30 106. The inspector Division declined to take action for lack of evidence (See Lipari Affidavit **Exhibit 31.3**) in

1 what turned out to be a form letter sent by the agency to obstruct justice in the cases the FBI had knowledge
2 the agency had used illegal letters of inquiry and warrantless wiretaps.

3 107. The plaintiff posted his request to Attorney General Mr. Eric Holder on Democratic Underground. See
4 Lipari Affidavit **Exhibit 31.4**.

5 108. On February 28, 2009 following the plaintiff's latest complaint to the Senate Judiciary Committee, the
6 Missouri Board of Bar Governors, the US Department of Justice ("USDOJ"), the FBI; the US Attorney for the
7 Western District of Missouri, John Wood resigned and Assistant US Attorney ("AUSA") Matt J. Whitworth took
8 over as interim US Attorney.

9 109. On July 1, 2009 the plaintiff mailed a notice to all the plaintiff's creditors and later duplicated copies to his
10 creditors by fax and email. See Lipari Affidavit **Exhibit 31.5**

11 110. On July 1, 2009 the plaintiff provided email notice to the Missouri Board of Governors with attached
12 exhibits (See Lipari Affidavit **Exhibit 32**) illustrating the Missouri Western District Appeals Court Clerk Terrance
13 Lord refused to accept the plaintiff's appeal brief (See Lipari Affidavit **Exhibit 32.1**) for word count even though
14 it conformed with the published online rules of the Missouri Supreme Court. See Lipari Affidavit **Exhibit 32.2**.

15 111. The plaintiff had previously attached a copy of the second request of June 27, 2009 pleading for help
16 from US Attorney General Mr. Eric Holder and hand delivered it to the City Attorney for the City of Lee's
17 Summit, City of Blue Springs, City of Independence and City of Kansas City on June 29 2009. See Lipari
18 Affidavit **Exhibit 32.3**.

19 112. On July 16 2009 the plaintiff received an email from LIANNE ZELLMER concerning my August invoice
20 for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33**.

21 113. The plaintiff replied by email and letter of July 1, 2009 explaining that as a third party contract beneficiary
22 of the business contracts and expectancies the plaintiff had lost due to the negligence of FBI Director Mr.
23 Robert Mueller in training FBI agents to investigate Public Official Corruption the FBI had knowledge of and
24 failed to stop allowing the RICO conspirators to continue procuring fraudulent outcomes in court, so the United
25 States Government would provide REGUS PLC, and REGUS MANGEMENT GROUP LLC the full amount due
26 along with any interest or penalty under the Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497
27 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007). See Lipari Affidavit **Exhibit 33.1**.

28 114. The plaintiff attached a Federal Torts Claim Act Form 95 and the appropriate mailing address for LIANNE
29 ZELLMER to submit on behalf of REGUS PLC, and REGUS MANGEMENT GROUP LLC to receive full
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1 compensation for the plaintiff's obligations for the mail and phone service they had provided the plaintiff. See
2 Lipari Affidavit **Exhibit 33.1**.

3 115. On July 21, 2009 the plaintiff requested Attorney General Eric Holder start a criminal referral right here in
4 Kansas City. See Lipari Affidavit **Exhibit 34**.

5 116. On July 22, 2009 at 9:00 am the plaintiff sent a request for a criminal referral by email to the Professional
6 Responsibility Advisory Office regarding all of his letters, complaints and notices the plaintiff provided during the
7 plaintiff's eight year litigation and the plaintiff posted many of those letters, complaints and notice links on the
8 blog of Democratic Underground. See Lipari Affidavit **Exhibits 34.1**.

9 117. The plaintiff began posting documents on Democratic Underground because Internet communications
10 and emails were no longer reliable means of communicating with legislators, senators and representatives to
11 exposing the ongoing public corruption in our courts and US Department of Justice.

12 118. On July 22, 2009 at 1:30 pm the plaintiff went to Kansas Federal Court in Kansas City, Kansas at 500
13 State Avenue Kansas City, KS 66101-2400 to ask for information about a Freedom of Information Act ("FOIA")
14 request regarding information and communications between the courts, clerks and judges relating to the
15 ongoing interference with the plaintiff's 8-year litigation. See Lipari Affidavit **Exhibit 35**.

16 119. The plaintiff met with the clerk on the second floor and was asked to wait while he checked into the
17 plaintiff request.

18 120. Upon the clerk's return 5 minutes later he asked that the plaintiff leave the plaintiff name and number
19 because everyone was still out to lunch but that someone would get back to the plaintiff.

20 121. The plaintiff left his name and number and then proceeded to the Missouri Federal Court at 400 E. 9th
21 Street Kansas City, MO 64106 where the plaintiff made the same request and where he also left his name and
22 number and again someone would get back to the plaintiff.

23 122. In addition to making the plaintiff's request to the Missouri Federal Court the plaintiff went to the 5th floor
24 US Attorney's office and made a similar request but was given the name of Ms. Stafford to call at a later date.

25
26 **FBI SENIOR FIELD AGENT'S HOBBS ACT EXTORTION IN**
27 **PARTICIPATION WITH THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION**

28 123. The plaintiff then at about 2:15 pm proceeded to the FBI field office in Kansas City, Missouri at 1300
29 Summit Kansas City, Missouri 64105 and made a similar request to ask about the format of a FOIA and who
30 the records custodian the request should be addressed to.

1 124. A senior FBI field officer was sent out to meet with the plaintiff and he asked further questions about the
2 plaintiff's request.

3 125. The Western District of Missouri Senior FBI field officer then alarmed the plaintiff by looking at the
4 plaintiff and telling the plaintiff in a serious voice "Make sure the hill you are fighting for is worth dying for."

5 126. On July 22, 2009 at 5:17 pm the plaintiff was so alarmed and in fear that the plaintiff requested Federal
6 protection from Attorney General Mr. Eric Holder, which the plaintiff posted on Democratic Underground.

7 127. The plaintiff's post was later removed to cover up the criminal enterprise centered at the Kansas City FBI
8 field office and the office of Interim US Attorney Matt J. Wittworth. See Lipari Affidavit **Exhibit 35.1**.

9 128. On July 22, 2009 at 8:47 pm, the plaintiff emailed a notice to the Missouri Board of Governors regarding
10 the FBI field officer that threatened the plaintiff for making a FOIA request concerning the *ex parte*
11 communications between courts and the agency that appeared to have interfered with and obstructed justice in
12 the plaintiff' private civil litigation in Missouri state courts.

13 129. The plaintiff provided the Democratic Underground link showing the plaintiff's request for Federal
14 protection, which provided in the body of the plaintiff's email. See Lipari Affidavit **Exhibit 36**.

15
16 **THE LATECOMER DEFENDANTS' ENTER**
17 **INTO AGREEMENT TO JOIN RICO CONSPIRACY JULY 24, 2009**

18 130. On **July 24, 2009** the plaintiff checked his Appeal status for case #WD70832 on Missouri Case Net and
19 found the plaintiff was targeted with an eviction from the plaintiff's CHAPEL RIDGE MULTIFAMILY LLC
20 apartment filed in court (case #09-CV22818) that was the plaintiff's residence and business office and that the
21 case was filed at 4:58 pm Friday July 24, 2009. See Lipari Affidavit **Exhibit 37**.

22
23 **THE LATECOMER DEFENDANTS'**
24 **APARTMENT/OFFICE EVICTION MAIL FRAUD of**
25 **REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER**

26 131. On July 27, 2009 the plaintiff received a registered letter Dated **July 24, 2009** From LIANNE ZELLMER
27 immediately terminating my business services at the REGUS PLC, REGUS MANGEMENT GROUP LLC Office
28 Suites. See Lipari Affidavit **Exhibit 37.1**.

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**THE LATECOMER DEFENDANTS'
APARTMENT/OFFICE EVICTION MAIL FRAUD
Of SWANSON MIDGLEY LLC And CHRISTOPHER BARHORST**

132. On July 28, 2009 the plaintiff received a letter dated July 22 2009 from CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC (See Lipari Affidavit **Exhibit 37.2**) that was post marked July 27 2009 as notice for rent not yet 30 days past due. See Lipari Affidavit **Exhibit 37.3**.

133. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC backdated, then filed and then mailed the fraudulent notice for legal action when the action had already been filed 3 days before notice was given.

134. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC filed suit on Friday **July 24, 2009** before a notice or demand was ever mailed.

135. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC misrepresented facts to the court in case CV 0916-22818 by backdating documents, manufacturing false representations and ignoring due process as a fundamental right under the US Constitution and Missouri State Law.

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**THE LATECOMER DEFENDANTS'
AUTOMOBILE REPOSSESSION MAIL FRAUD
WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC,
CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, And TONY R. MILLER**

136. The plaintiff later received a notice document from NICHOLAS L. ACKERMAN with TROPBITO & MILLER LLC representing WELLS FARGO and its subsidiary WACHOVIA DEALER SERVICES INC. dated **July 24 2009** showing the concentrated effort to retaliate against the plaintiff for exposing the threat from the FBI field officer participating in the public official corruption utilized by the RICO conspiracy on July 22, 2009. See Lipari Affidavit **Exhibit 37.4**.

137. On July 28, 2009 the plaintiff emailed notice to CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC thru his legal assistant and notary BRITTANY BUMMER (bbummer@swansonmidgley.com) (See Lipari Affidavit **Exhibit 38** with the notice the plaintiff provided CHAPEL RIDGE MULTIFAMILY LLC and The Fairways at Lakewood on July 2, 2009. See Lipari Affidavit **Exhibit 38.1**.

138. On July 29, 2009 at 10:17 am and again to follow up at 3:44 pm the plaintiff posted notice to Attorney General Mr. Eric Holder through the Democratic Underground Justice Forum and asked that someone forward the plaintiff's pleading for help to Mr. Eric Holder. See Lipari Affidavit **Exhibit 39-39.1**.

1 139. On July 30, 2009 the plaintiff emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC again
2 with the same notice the plaintiff later forwarded to the Missouri Board of Governors regarding the fraud
3 committed on the court. See Lipari Affidavit **Exhibit 40-41**.

4 140. Notice and evidentiary exhibits were provided to SWANSON MIDGLEY LLC and CHAPEL RIDGE
5 MULTIFAMILY LLC of the fraud being committed by CHRISTOPHER BARHORST and DEEDEE DIAZ.

6 141. Notice was also provided to 39 members of the Missouri Board of Governors on July 30th 2009 See Lipari
7 Affidavit **Exhibit 41**.

8 **THE LATECOMER DEFENDANT**
9 **CHAPEL RIDGE MULTIFAMILY LLC's FAILED**
10 **ATTEMPT TO WITHDRAW FROM THE RICO CONSPIRACY**

11 142. On July 31, 2009 at 10:30 am the plaintiff's residence at the CHAPEL RIDGE MULTIFAMILY LLC
12 apartment complex known as The Fairways at Lakewood had an unusual amount of activity in the parking lot
13 with the apartment manager DeeDee Diaz and members of the Lee's Summit Police Joint Task Force meeting
14 in the parking lot and then suddenly leaving together.

15 143. That weekend according to several neighbors DeeDee Diaz, the CHAPEL RIDGE MULTIFAMILY LLC
16 Apartment Manager was fired and she moved out in the middle of the night.

17 144. On August 3, 2009 the plaintiff updated CHRISTOPHER BARHORST with SWANSON MIDGLEY LLC as
18 an agent of CHAPEL RIDGE MULTIFAMILY LLC with formal notice of their fraud against the court and the
19 plaintiff with attached exhibits.

20 145. The plaintiff mailed notice of the fraud to the cc: recipients Attorney General Mr. Eric Holder, FBI Director
21 Mr. Robert Muller and the FBI field office in Kansas City.

22 146. The plaintiff hand delivered notice to The Honorable Judge Charles L. Stitt, the Lee's Summit City
23 Attorney Teresa Williams, the City Manager of Lee's Summit Stephen Arbo, and the owner and registered
24 agent of CHAPEL RIDGE MULTIFAMILY LLC, Scott Sperry and Grant A. Ramsey outlining the criminal
25 misconduct, the plaintiff's family being targeted and documented proof of fraud being committed on the court.

26 See Lipari Affidavit **Exhibit 42**.

27 147. The court clerk and the Honorable Judge Charles L Stitt omitted the plaintiff 's notice of fraud and
28 proceeded to participate in a fraudulent procured judgment. See Lipari Affidavit **Exhibit 42.1**.

29 148. The document reflects fraud by the court with a check mark that the "Defendant appears in person" and a
30 check mark that Although duly summoned and called Defendant appears not, and is in default.

1 149. In an attempt to cover up the frauds committed on the court, and by the court, CHRISTOPHER
2 BARHORST with SWANSON MIDGLEY LLC as an agent of CHAPEL RIDGE MULTIFAMILY LLC allowed
3 HOLLY FISHER with SWANSON MIDGLEY LLC to complete the fraud and obtain a fraudulent judgment.

4 150. While waiting for a copy of the judgment plaintiff ask to have a moment with Ms. HOLLY FISHER with
5 SWANSON MIDGLEY LLC because plaintiff could not believe that a court with notice of the fraud would enter a
6 fraudulent judgment in favor of the fraud.

7 151. Plaintiff told Ms. HOLLY FISHER with SWANSON MIDGLEY LLC that it was illegal to obtain judgment
8 through fraud and that the judgment was invalid.

9 152. Ms. HOLLY FISHER with SWANSON MIDGLEY LLC told plaintiff that if plaintiff didn't like it to file an
10 appeal.

11 153. The Honorable Judge Charles L Stitt and the clerk of the court knowingly omitted the plaintiff's notice of
12 fraud from the file.

13 154. Because the plaintiff had a copy of the notice with the plaintiff during the hearing, the plaintiff asked the
14 court to file stamp the plaintiff's notice and enter it into the file.

15 155. Also provided with a copy and notice of the frauds were the Missouri Board of Governors, LEE'S
16 SUMMIT CITY ATTORNEY, TERESA WILLIAMS; LEE'S SUMMIT CITY MANAGER, STEPHEN ARBO;
17 CHAPPEL RIDGE MULTIFAMILLY INC. SCOTT SPERRY; CHAPPEL RIDGE MULTIFAMILLY INC. GRANT A.
18 RAMSEY.

19
20 **COMPLETION OF FRAUD ON**
21 **THE 16TH CIRCUIT COURT By CHAPEL RIDGE MULTIFAMILY LLC,**
SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, And HOLLY L. FISHER

22 156. The clerk was extremely nervous but stamped the plaintiff's notice and entered it into the file after the
23 fraudulently procured judgment was already entered. See Lipari Affidavit **Exhibit 42.2**.

24 157. On August 3, 2009 the plaintiff provided notice to the Missouri Board of Governors and the plaintiff's
25 defendants with formal notice of the fraud being committed on the court by SWANSON MIDGLEY LLC,
26 CHRISTOPHER BARHORST, and HOLLY L. FISHER while the defendants' co-conspirators were already in
27 Federal and State court for the same fraudulent misconduct. See Lipari Affidavit **Exhibit 43**.

28 158. On August 12, 2009 the plaintiff sent notice to The Board of Governors showing the plaintiff's request for
29 Mr. Holder to start enforcing our laws and support the President Obama healthcare initiative. See Lipari
30

1 Affidavit **Exhibit 44**.

2
3 **MISSOURI ATTORNEY GENERAL CHRIS KOSTER'S**
4 **PARTICIPATION IN THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION**

5 159. On August 14, 2009 the plaintiff sent notice to the Board of Bar Governors showing what the plaintiff
6 posted on Democratic Underground to Attorney General Mr. Chris Koster regarding a notice signed by Jodi
7 Lehman from the Missouri Attorney General Chris Koster's office targeting the plaintiff with a sham consumer
8 complaint to artificially create a negative inquiry on the plaintiff's business record. See Lipari Affidavit **Exhibit**
9 **45**

10 160. Missouri Attorney General Chris Koster is responsible for knowing, the company he targeted is a Kansas
11 corporation that is inactive and has never made a consumer sale in addition to being out of Attorney General
12 Chris Koster's jurisdiction.

13 161. Missouri Attorney General Chris Koster's complaint was in bad faith and in furtherance of the RICO
14 conspiracy's over arching goal to loot Medicaid and Medicare through control of hospital supplies because of
15 the fact the plaintiff was the consumer making a purchase from a company in Texas. See Lipari Affidavit
16 **Exhibit 45.1**.

17 162. On August 17, 2009 the plaintiff emailed notice to the Board of Bar Governors (See Lipari Affidavit
18 **Exhibit 46**) regarding the plaintiff's next business injuries to be litigated for treble damages. See Lipari Affidavit
19 **Exhibit 46.1**.

20 163. On August 17, 2009, the plaintiff emailed a news link that three U.S. Senate Committees have now
21 requested the same information the plaintiff has requested as discovery only to be confronted by sham un-
22 researched misrepresentations of controlling law by Missouri licensed attorneys who obstructed justice with
23 their misrepresentations of law and fact to state and federal tribunals for the past 8 years. See Lipari Affidavit
24 **Exhibit 47**.

25 164. On August 19, 2009, the plaintiff emailed notice to the Board of Bar Governors and the defendants
26 regarding the completed fraud under the controlling case law of this jurisdiction for fraud on the court committed
27 in Missouri See Lipari Affidavit **Exhibit 48**.

28 165. On August 21, 2009 at 8:07 am the plaintiff emailed notice to the Board of Bar Governors that Missouri
29 Attorney General Chris Koster failing to do anything doing about the harm to Missourians caused by the refusal
30 to enforce Missouri Laws against the plaintiff's defendants and the public officials protecting the RICO

1 enterprise and RICO conspiracy. See Lipari Affidavit **Exhibit 49-49.1**.

2 166. By 12:54 pm certain public officials had instructed administrators for the blog Democratic Underground to
3 begin censoring the plaintiff's speech and remove him from posting any more information about the ongoing
4 criminal RICO enterprise being protected by the Western District of Missouri Office of the USDOJ. See Lipari
5 Affidavit **Exhibit 49.2**.

6 167. The same public officials who had the plaintiff removed from Democratic Underground knew the plaintiff's
7 email service and web site postings were no longer reliable forms of communication due to the ongoing
8 interference from my Internet Service Provider and email client provider GoDaddy.com.

9 168. On August 31, 2009 the plaintiff emailed notice to the Board of Bar Governors, the St Louis FBI office of
10 John Gilles and the Inspector General of the US Department of Justice regarding the continued public
11 corruption, retaliation, obstruction of justice and targeting of the plaintiff, his family and business associates to
12 interfere with the plaintiff's Federal and State litigation. See Lipari Affidavit **Exhibit 50-50.4**.

13 169. On September 1, 2009 the plaintiff emailed additional evidence to the Missouri Board of Bar Governors
14 about the plaintiff's family being targeted and harassed by the US Attorney's Office, which was physically
15 carried out by Federal and State law enforcement including the Federal/ State Joint Task Force members the
16 City of Lee's Summit, Blue Springs and Independence police departments. See Lipari Affidavit **Exhibit 51**.

17 170. On September 9, 2009 the plaintiff emailed notice to the Missouri Board of Governors regarding the loss
18 of life and damages to US Citizens and Missouri residents as a result of Federal and State agencies refusing to
19 enforce our Federal and State Laws against criminal misconduct and public official corruption to maintain the
20 RICO conspiracy's monopoly in healthcare. See Lipari Affidavit **Exhibit 52**.

21 171. On September 16, 2009 the plaintiff emailed notice to the Missouri Board of Governors regarding the
22 continued retaliation and harassment toward the plaintiff, members of the plaintiff's family and business
23 associates. See Lipari Affidavit **Exhibit 53-53.1**.

24 172. On September 17, 2009 the plaintiff responded to LIANNE ZELLMER with REGUS PLC, REGUS
25 MANGEMENT GROUP LLC office suites regarding a collection agency email from HQ and a balance of
26 \$3533.70, which is dramatically more (4x) than was requested at the time the plaintiff services were
27 immediately terminated in coordination with the eviction from the plaintiff's residence that also began on **July**
28 **24 2009**. See Lipari Affidavit **Exhibit 54**.

29 173. In addition to the plaintiff's account being immediately terminated and turned over for collection with no
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1 offer made to restore service, the plaintiff sent notice to LIANNE ZELLMER and Susan Conley regarding
2 REGUS PLC, and REGUS MANGEMENT GROUP LLC's participation in the ongoing RICO enterprise after the
3 plaintiff provided an offer on July 16 2009 for a complete and total resolution including any penalty and interest

4 See Lipari Affidavit **Exhibit 54.1**.

5 174. The plaintiff responded again on September 18 2009 as a follow up to the plaintiff's previous response
6 asking for the name of REGUS PLC, and REGUS MANGEMENT GROUP LLC's legal counsel so that the
7 plaintiff could serve them a new or amended RICO complaint. See Lipari Affidavit **Exhibit 54.2**.

8 175. On September 24, 2009 Missouri's Chief Supreme Court Justice William Ray Price Jr. addressed the
9 Missouri Board of Governors and officers of the courts about systemic misconduct in our Missouri state courts
10 that the plaintiff had repeatedly experienced including predetermined outcomes that procured court judgments
11 through extrinsic fraud, depriving Missouri citizens of a trial in front of a jury. See Lipari Affidavit **Exhibit 55**.

12 176. On September 29, 2009 the plaintiff emailed notice again to US Senator Claire McCaskill following her
13 September 16, 2009 response in addition to the Board of Bar Governors and the Senate Judiciary Committee
14 (see Lipari Affidavit **Exhibit 55.1**) regarding the RICO enterprise in hospital supplies including its continued
15 misconduct and retaliation through public official corruption. See Lipari Affidavit **Exhibit 55.2**.

16 177. On September 30, 2009 the plaintiff emailed notice to the Board of Bar Governors (see Lipari Affidavit
17 **Exhibit 56**) and hand delivered notice to the Honorable Judge Robert L. Trout and the Honorable Senior Judge
18 W. Stephen Nixon file stamped by the clerk of the associate court in Independence, Missouri Division 32 and
19 Division 5 outlining the latest RICO co-conspirators CHRIS M. TROPPILO, TONY R. MILLER and NICK L.
20 ACKERMAN of TROPPILO & MILLER LLC participating in the ongoing enterprise's conspiracy to control
21 hospital supplies.

22 178. The plaintiff replied to the RICO enterprise with a letter outlining the plaintiff's position on the continued
23 harassment and targeting of the plaintiff, his family and his business interests. See Lipari Affidavit **Exhibit 56.1**.

24 179. On October 7, 2009 the plaintiff sent notice to The Missouri Board of Governors showing the Honorable
25 William Ray Price Jr., Supreme Court Justice of Missouri addressing the plaintiff's complaints and misconduct
26 about Missouri State courts participating in support of fraudulent outcomes. See Lipari Affidavit **Exhibit 57**.

27 180. The plaintiff attached the most recent fraud on the court by TROPPILO & MILLER LLC. See Lipari
28 Affidavit **Exhibit 57.1**.

29 181. On October 8, 2009 the emailed notice to the Board of Bar Governors with a cc: to US Senator Claire
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1 McCaskill regarding the Honorable Judge Charles L. Stitt's continued participation in the criminal enterprise
2 See Lipari Affidavit **Exhibit 58**.

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4 **COMPLETION OF SECOND FRAUD ON**
5 **THE 16TH CIRCUIT COURT By CHAPEL RIDGE MULTIFAMILY LLC,**
6 **SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, And HOLLY L. FISHER**

7 182. The Honorable Judge Charles L. Stitt continued his participation with CHAPEL RIDGE MULTIFAMILY
8 LLC even after Judge Charles L. Stitt had notice of the fraud but instructed the court clerk to omit the notice
9 from the file in further participation of the RICO conspirator's fraud by attempting to conceal his role and the
10 misconduct of the defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC,
11 CHRISTOPHER BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.1**.

12 183. The Honorable Judge Charles L. Stitt then proceeded with a garnishment Honorable Judge Charles L.
13 Stitt knew was procured through fraud committed on the court by SWANSON MIDGLEY LLC, CHRISTOPHER
14 BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.2**.

15 184. On October 29, 2009 the plaintiff emailed another notice to the Missouri Board of Bar Governors outlining
16 the continued negligence in policing against the open public official corruption and the continued fraudulent
17 outcomes procured through extrinsic fraud on the court and the cases affected by the fraud. See Lipari Affidavit
18 **Exhibit 59**.

19 **THE RICO CONSPIRACY'S CONTINUED**
20 **DEPRIVATION OF LEGAL REPRESENTATION FOR THE PLAINTIFF**

21 185. On November 11, 2009 the plaintiff sent another notice to The Missouri Board of Governors outlining
22 again the continued negligence in policing against the open public official corruption and the continued
23 fraudulent outcomes procured through extrinsic fraud on the court (see Lipari Affidavit **Exhibit 60**) with the first
24 page of a new RICO action against defendants that included Missouri licensed attorneys CHRISTOPHER
25 BARHORST, HOLLY L. FISHER CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER
26 and the Missouri chartered law firms SWANSON MIDGLEY LLC and TROPPITO & MILLER LLC that the
27 plaintiff would be forced to file for subsequent RICO conduct over the past two years even while the same
28 misconduct was still being litigated in Federal and State courts. See Lipari Affidavit **Exhibit 60.1**.

29 186. During this same period covered in this complaint, the plaintiff has been repeatedly injured by US Bank
30 and US Bancorp in conspiracy with the RICO enterprise and RICO co-conspirators to deprive the plaintiff of

1 legal counsel by tortuously interfering with my business expectancies for legal representation by Hawver Law
2 Office and Steven Siegel Hanson, LLP.

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4 **CAUSES OF ACTION**

5 169. The plaintiff makes the following allegations incorporating by reference the contents of this petition and
6 its exhibits.

7 **COUNT I**
8 **Civil RICO violations of 18 U.S.C. § 1962(c)**

9 170. The defendants have injured the plaintiff in his business or property by reason of violations of 18 U.S.C.
10 § 1962.

11 171. The defendants have injured the plaintiff's home healthcare/consumer supplies business and the
12 plaintiff's hospital supply business impact on interstate commerce

13 **(1) conduct**

14 172. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
15 BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER,
16 WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO,
17 NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in conduct individually, jointly as part of a
18 RICO enterprise in the 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation
19 LLC Cartel RICO enterprise to injure the plaintiff's business and property to prevent him from competing in the
20 market for hospital supplies.

21 **(2) of an enterprise**

22 173. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
23 BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER,
24 WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO,
25 NICHOLAS L. ACKERMAN, and TONY R. MILLER have participated jointly as part of a RICO enterprise in the
26 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation LLC Cartel RICO
27 enterprise to injure the plaintiff's business and property to prevent him from competing in the market for hospital
28 supplies.

29 174. The defendants are an "association-in-fact" enterprises under 18 U.S.C., section 1961(4).
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(3) Pattern

175. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have participated jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court:

176. As part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to injure the plaintiff's business and property to prevent him from competing in the market for hospital supplies as part of a regular way of doing business in the 16th Circuit State of Missouri Court,

177. And as a way to continue the RICO pattern of RICO predicate acts against the plaintiff's business in court began by the defendants fellow RICO co-conspirators General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, LLC, Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc., Christopher M. McDaniel, Bradley J. Schlozman, Novation LLC, US Bancorp and The Piper Jaffray Companies.

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(4) Racketeering Activity

178. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in conduct individually, jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to commit the following RICO predicate acts enumerated under 18 U.S.C. § 1961:

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18 U. S. C. § 1961 section 1341 Mail fraud

179. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER engaged in a scheme to defraud the 16th Circuit Court of Missouri and the plaintiff through the above stated misrepresentations and the attachments to the plaintiff's affidavit to perpetrate a fraud on the court..

180. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER used the US Mail to send letters on the dates described above and in the attachments to the plaintiff's affidavit to further the defendants' fraudulent scheme to injure the plaintiff.

1 181. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
2 BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to evict the plaintiff from his
3 apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments.

4 182. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
5 BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to obtain a garnishment against the
6 plaintiff and his Bank of the West accounts.

7 183. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
8 BARHORST, HOLLY L. FISHER deceived the plaintiff into relinquishing his leasehold in his
9 apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments because
10 of the fostered illusion of the RICO conspiracy to keep the plaintiff from being able to sale hospital supplies had
11 the courts of the State of Missouri were rigged..

12 **First § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

13 184. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC created a letter (See Lipari Affidavit
14 **Exhibit 37.2**) that was post marked on July 27 2009 giving the plaintiff notice that SAMUEL LIPARI would:

15 185. 1) have an opportunity to dispute his arrearage within 30 days, See Lipari Affidavit **Exhibit 37.2**

16 186. 2) that if such dispute was received CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC
17 would obtain a verification from their client CHAPEL RIDGE MULTIFAMILY LLC on the actual amount of
18 arrearage .See Lipari Affidavit **Exhibit 37.2**

19 187. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC deliberately stated the above as
20 misrepresentations to deceive the plaintiff and the 16th Circuit Court.

21 188. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented the
22 amount of days that SAMUEL LIPARI was late on rent.

23 189. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented that
24 SAMUEL LIPARI would have an opportunity to dispute the arrearage. See *infra*.

25 190. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented that the
26 letter misrepresented CHRISTOPHER BARHORST and/or SWANSON MIDGLEY LLC would verify the amount
27 SAMUEL LIPARI was delinquent paying their client CHAPEL RIDGE MULTIFAMILY LLC. See *infra*.

1 191. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented
2 SAMUEL LIPARI's delinquency on rent because the rent not yet 30 days past due. See Lipari Affidavit **Exhibit**
3 **37.3**.

4 192. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter made the above
5 misrepresentations because it was created after the date that appears on its face in order to provide false and
6 fraudulent documentation delivered by US Mail to procure the eviction of SAMUEL LIPARI from the residential
7 apartment SAMUEL LIPARI was using as an office for his business Medical Supply Line.

8 193. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter was created and mailed
9 with the above misrepresentations three days **after** CHRISTOPHER BARHORST and SWANSON MIDGLEY
10 LLC had filed the eviction action against SAMUEL LIPARI in the name of their client CHAPEL RIDGE
11 MULTIFAMILY LLC.

12 **Second § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

13 194. CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC
14 misrepresented facts to the 16th Circuit court and Honorable Judge Charles L. Stitt in case CV 0916-22818 by
15 backdating the letter giving notice to SAMUEL LIPARI bearing the date July 22, 2009 (See Lipari Affidavit
16 **Exhibit 37.2**) that was post marked on July 27 2009.

17 195. CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC
18 misrepresented facts to the 16th Circuit court by signing a false court filing representing the misrepresentations
19 in the manufactured letter as true to the best of knowledge of the Missouri attorney CHRISTOPHER
20 BARHORST when CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE
21 MULTIFAMILY LLC knew the filing was fraudulent and that they had created a false document to deceive the
22 16th Circuit Court Judge Honorable Charles L. Stitt and SAMUEL LIPARI that the proceeding was lawful.

23 196. The filing was mailed by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL
24 RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via US Mail.

25 197. The filing was caused by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL
26 RIDGE MULTIFAMILY LLC to be communicated electronically to potential lenders, investors and business
27 customers of SAMUEL LIPARI via Missouri Case Net.

1 **Third § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

2 198. CHRISTOPHER BARHORST made an accompanying false affidavit with the filing swearing the fraud
3 SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC were perpetrating on the court and
4 SAMUEL LIPARI was authentic. The affidavit was mailed by CHRISTOPHER BARHORST, SWANSON
5 MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via US Mail.

6 199. The affidavit was part of the filing caused by CHRISTOPHER BARHORST, SWANSON MIDGLEY
7 LLC and CHAPEL RIDGE MULTIFAMILY LLC to be communicated electronically to potential lenders, investors
8 and business customers of SAMUEL LIPARI via Missouri Case Net.

9 200. The plaintiff was injured in his business and property by the loss of his leasehold in his
10 apartment/business office, the remaining days under the Missouri landlord tenant law chapter that the plaintiff
11 could have used to save his business expectancies and to protect his credit from the defendants' injury.

12 201. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M.
13 TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in mail fraud manufacturing
14 evidence as stated in the facts above and the plaintiff's affidavit and attachments.

15 202. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M.
16 TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER used the US Mails to further their fraudulent
17 scheme.

18 203. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M.
19 TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER used the US Mails and electronic
20 communications to further the fraudulent scheme to deceive the plaintiff into voluntarily returning his business
21 car to avoid negative information on the plaintiff's credit report when the defendants had no intention to avoid
22 injuring the plaintiff's personal and business credit reputation as part of the over all scheme to deprive the
23 plaintiff of any resource he could use to enter the hospital supply market.

24 204. On July 1, 2009 plaintiff sent notice to WACHOVIA DEALERS SERVICES INC. that was later faxed on
25 July 27 2009 explaining that as a third party contract beneficiary of the business contracts and expectancies the
26 plaintiff had lost due to the negligence of FBI Director Mr. Robert Mueller in training FBI agents to investigate
27 Public Official Corruption the FBI had knowledge of and failed to stop allowing the RICO conspirators from
28 continuing to procure fraudulent outcomes in court, so the United States Government would provide
29 WACHOVIA DEALERS SERVICES INC. the full amount due along with any interest or penalty under the
30

1 Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007).

2 See Lipari Affidavit **Exhibit 31.5**.

3 205. On or about the last week of July plaintiff was interviewed for two hours by Lee's Summit Police
4 Department Detective Griggs regarding evidence through legally unrepresented statements of an insurance
5 claim created by Joint Task Force and its informant Suzanne Gauch.

6 206. Plaintiff was targeted in effort to manufacture evidence that would justify the fraud and criminal
7 misconduct from Federal and State public officials and to interfere with plaintiffs Federal and State litigation.

8 207. When Lee's Summit Police Department Detective Griggs was preparing to leave plaintiff insinuated the
9 USDOJ's negligence was also responsible for the death of Mr. George Tiller.

10 208. Plaintiff told Lee's Summit Police Department Detective Griggs that Kansas Attorney General and later
11 Johnson County District Attorney Phil Kline should also be responsible because he also failed to protect Dr.
12 George Tiller.

13 209. Detective Griggs violently defended Kansas Attorney General and later Johnson County District Phil
14 Kline and then proceeded to press plaintiff explaining what a late term partial birth abortions is and that Mr.
15 George Tiller deserved what he got.

16
17 **Third § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

18 210. On August 27, 2009 plaintiff received a letter from NICHOLAS ACKERMAN Bar#54761 with
19 TROPPIITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. See Lipari Affidavit **Exhibit**
20 **49.3**.

21 211. On September 3 2009 plaintiff provided email notice to NICHOLAS ACKERMAN BAR#54761 with
22 TROPPIITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. outlining the notice plaintiff
23 mailed on July 1 2009 and faxed on July 27 2009 to WACHOVIA DEALERS SERVICES INC. Jorge Torres
24 which explained in detail how WACHOVIA DEALERS SERVICES INC. could obtain a full resolution to plaintiffs
25 contractual obligation and plaintiffs wiliness to work with WACHOVIA DEALERS SERVICES INC. See Lipari
26 Affidavit **Exhibit 51.1**

1 **Fourth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

2 212. On September 28, 2009 a law suite was filed against plaintiff by NICHOLAS ACKERMAN BAR#54761
3 with TROPBITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. Jorge Torres without
4 any response to plaintiffs letter of September 3 2009. See Lipari Affidavit **Exhibit 51.2.**

5 213. On September 29th 2009 at or about 10:30 am Plaintiff called WACHOVIA DEALERS SERVICES INC.
6 JORGE TORRES from the intersection of I-35 and Metcalf but the phone did not work properly so plaintiff
7 proceeded to I-35 and 95th Street and called from a convenience store.

8 214. Plaintiff spoke with WACHOVIA DEALERS SERVICES INC. JORGE TORRES when Mr. TORRES
9 knowingly made a fraudulent misrepresentation.

10 215. WACHOVIA DEALERS SERVICES INC.' Jorge Torres offered to the plaintiff that if the plaintiff
11 surrendered the vehicle, WACHOVIA DEALERS SERVICES INC. Jorge Torres would make sure there would
12 be no negative reporting on plaintiffs credit report and no collection effort for any outstanding balance when the
13 vehicle was sold.

14 216. On September 29 2009 plaintiff emailed NICHOLAS L. ACKERMAN Bar #54761 TONI R. MILLER and
15 CHRIS M. TROPBITO with TROPBITO + MILLER, LLC notice of the conversation plaintiff had with
16 WACHOVIA DEALERS SERVICES INC. JORGE TORRES and ask that service be provided by email. See
17 Lipari Affidavit **Exhibit 55.3.**

18
19 **Fifth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

20 217. On September 29, 2009 plaintiff received notice "Delivery of the following recipients failed". See Lipari
21 Affidavit **Exhibit 55.4.**

22 218. The delivery notification failure was a server generated failure rather than the normal network failure for
23 a non-deliverable email address . See Lipari Affidavit **Exhibit 55.4.**

24 219. Because plaintiffs email was blocked at the TROPBITO + MILLER, LLC server, plaintiff sent his 28
25 page September 30 2009 letter with attached exhibits highlighting the continued fraudulent misconduct of
26 NICHOLAS L. ACKERMAN BAR#54761 TONI R. MILLER and CHRIS M. TROPBITO with TROPBITO +
27 MILLER, LLC to the Missouri Board of Governors. See Lipari Affidavit **Exhibit 56.1.**

1 220. Plaintiff also hand delivered his September 30 2009 letter and evidentiary exhibits to the clerk of the
2 associate court and The Honorable Judge Robert L. Trout and The Honorable Senior Judge W. Stephen Nixon.

3 See Lipari Affidavit **Exhibit 56.2**.

4 221. Plaintiff witnessed the clerk file stamp the 28-page document.

5 222. On October 2 2009 plaintiff faxed the 28 page document dated September 30 2009 with attached
6 exhibits in a continued effort to communicate with NICHOLAS L. ACKERMAN, TONI R. MILLER and CHRIS
7 M. TROPITO with TROPITO + MILLER, LLC and WACHOVIA DEALERS SERVICES INC. Jorge Torres.

8 See Lipari Affidavit **Exhibit 56.3**

9
10 **Sixth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

11 223. On October 5, 2009 plaintiff finally received a letter from NICHOLAS L. ACKERMAN, TONI R. MILLER
12 and CHRIS M. TROPITO with TROPITO + MILLER, LLC with attached exhibits of the Retail agreement with
13 WACHOVIA DEALERS SERVICES INC. JORGE TORRES and a copy of plaintiff pay history. See Lipari
14 Affidavit **Exhibit 56.4**.

15 224. On October 6, 2009 plaintiff faxed the 28 page September 30 2009 letter with exhibits of NICHOLAS L.
16 ACKERMAN BAR#54761 TONI R. MILLER and CHRIS M. TROPITO with TROPITO + MILLER, LLC
17 fraudulent misrepresentations to WACHOVIA DEALERS SERVICES INC.'S Jorge Torres. **(See Lipari**
18 **Affidavit Exhibit 56.5)**

19 225. On October 7, 2009 plaintiff replied to the October 6 2009 letter of NICHOLAS L. ACKERMAN
20 BAR#54761 TONI R. MILLER and CHRIS M. TROPITO with TROPITO + MILLER, LLC fraudulent
21 misrepresentations and omission of the facts to the court. See Lipari Affidavit **Exhibit 56.6**.

22
23 **Seventh § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

24 226. On October 17 2009 plaintiffs' brother received service for case #0916-CV29828 and recognized
25 several fraudulent statements and misrepresentations. See Lipari Affidavit **Exhibits** Email and Fax

26 227. When plaintiff received service October 17 2009 court documentation did not reflect factual events or
27 statement. See Lipari Affidavit **Exhibit** Email andFax

28 228. The entire affidavit misrepresents the facts outline and supported evidentiary exhibits. See Lipari
29 Affidavit **Exhibit** Email andFax

1 229. Plaintiff's one additional document that has never been presented to plaintiff called the first notice of
2 consumer's right to cure. See Lipari Affidavit **Exhibit 37.4**.

3
4 **Eighth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

5 230. Plaintiff on information and belief avers that Exhibit B of the WACHOVIA DEALERS SERVICES INC.'S
6 petition was fraudulently created and filed to give the appearance of a timely notice to cure. **(See Lipari**
7 **Affidavit Exhibit 37.4)**

8 231. Plaintiff on information and belief avers that the plaintiffs' residence, business and personal and
9 business assets were all targeted on **July 24 2009** in retaliation for exposing the death threat from an FBI field
10 officer July 22 2009. See Lipari Affidavit **Exhibits** Email and Fax

11 232. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER used the mails in a
12 scheme to defraud the plaintiff and to deprive him of the virtual office services of mail and telephone
13 communications.

14 233. On information and belief REGUS PLC, and REGUS MANGEMENT GROUP LLC, entered into this
15 fraudulent scheme as a result of the electronic communications of the RICO conspirators to LIANNE ZELLMER
16 who later used the mails in a scheme to obtain four times the arrearage when the shut off of virtual office
17 services had led to the plaintiff having to curtail his consumer home health care portion of his business.

18 234. On May 15, 2009 plaintiff received his June email invoice totaling \$ 295.85 from LIANNE ZELLMER for
19 the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.2**).

20 235. On June 8, 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC,
21 REGUS MANGEMENT GROUP LLC office suites **(See Lipari Affidavit Exhibit 33.3**

22 ***Re: Notice of default and late fee assessment letter per agreement (the "Agreement") dated***
23 ***September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line***

24 236. On June 15, 2009 plaintiff received his July email invoice totaling 265.29 from LIANNE ZELLMER for
25 the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.4**.

26 237. The plaintiff replied by email and letter on July 1, 2009 explaining that as a third party contract
27 beneficiary of the business contracts and expectancies the plaintiff had lost due to the negligence of FBI
28 Director Mr. Robert Mueller in training FBI agents to investigate Public Official Corruption the FBI had
29 knowledge of and failed to stop allowing the RICO conspirators to continue procuring fraudulent outcomes in
30 court, so the United States Government would provide REGUS PLC, and REGUS MANGEMENT GROUP LLC

1 the full amount due along with any interest or penalty under the Federal Tort Claims Act as interpreted in
2 *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007). See Lipari Affidavit **Exhibit 33**

3 238. The plaintiff attached a Federal Torts Claim Act Form 95 and the appropriate mailing address for
4 LIANNE ZELLMER to submit on behalf of REGUS PLC, and REGUS MANGEMENT GROUP LLC to receive
5 full compensation for my obligations for the mail and phone service they had provided the plaintiff. See Lipari
6 Affidavit **Exhibit 33.1**.

7
8 **Ninth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

9 239. Also on July 1,5 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC,
10 REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.5**.

11 ***Re: Termination of service under agreement (the "Agreement") dated September 24, 2007 by and***
12 ***between Regus Management Group, LLC and Medical Supply Line***

13 240. On July 16, 2009 plaintiff received his August email invoice totaling \$ 278.06 from LIANNE ZELLMER
14 for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites with a past due amount showing
15 \$ 561.18 for a total of \$ 839.24. See Lipari Affidavit **Affidavit Exhibit 33**.

16
17 **Tenth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

18 241. Again on July 24, 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC,
19 REGUS MANGEMENT GROUP LLC office suites See Lipari Affidavit **Exhibit 33.6**:

20 ***"Re: Services Agreement (the "Agreement") dated September 24, 2007 by and between Regus***
21 ***Management Group, LLC and Medical Supply Line for virtual office services at Crown Center***
22 ***2300 Main Street, Suite 900, Kansas City MO***

23 ***Accordingly, the agreement is terminated as of the date of this letter."***

24
25 **Eleventh § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

26 242. On September 17, 2009 plaintiff received a collection letter by email demanding payment of \$ 3533.70
27 payable to NRS, for further credit to HQ dba Regus. See Lipari Affidavit **Exhibit 33.7**:

28 ***"My firm has been retained by HQ dba Regus. They have provided me with your most recent***
29 ***statement and invoices, and have requested immediate action be instituted in Jackson County.***
30 ***No attorney fees have been added to this case yet. We are willing to waive all additional fees***
and stop all pending action in Jackson County, contingent on this case being resolved by
September 17, 2009. Your cashier's check is to be forwarded to the address below via Federal
Express or other overnight courier. Calling me back with the air waybill tracking number from
your overnight receipt will allow me to stop all actions. Alternatively, your remittance may be
made via bank wire transfer to the following:

1 246. The anniversary date for plaintiff service is *(the "Agreement") dated September 24, 2007.*

2 247. Plaintiff service was not scheduled for renewal until September 24, 2007, 2008, 2009, 2010 etc.

3 248. Plaintiff services were terminated prior to any renewal date and therefore a renewal date would not
4 apply or renew until September 24, 2009. See Lipari Affidavit **Exhibit 33.6.**

5 249. As of the August invoice, which was sent July 15 2009, and includes up to August 24, 2009 plaintiff
6 owed \$839.24. See Lipari Affidavit **Exhibit 33.11.**

7 250. Because plaintiff services were terminated on **July 24, 2009** plaintiff only owes \$ 561.18 for June and
8 July because services were not provided after **July 24, 2009.**

9 251. When plaintiff began service with LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT
10 GROUP LLC office suites in 2007 plaintiff fell behind waiting on capital and was more than three months in
11 arrears without any disconnect or termination of services. See Lipari Affidavit **Exhibit 33.12.**

12 252. The plaintiff was a customer for two years and when the RICO conspirators succeeded in delaying
13 operating funds for two months, the RICO co-conspirators LIANNE ZELLMER for the REGUS PLC, REGUS
14 MANGEMENT GROUP LLC participated in a malicious effort to terminate services fraudulently charge for an
15 entire year for services when LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC
16 had no intention to provide.

17
18 **18 U. S. C. § 1961 section 1343 Wire fraud**

19 253. The plaintiff incorporates by reference the specific wire fraud predicate acts listed above.

20 254. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
21 BARHORST, HOLLY L. FISHER used electronic communications and caused to be communicated
22 electronically via fax and the Missouri Case Net on the dates described above and in the attachments to the
23 plaintiff's affidavit to further the defendants' fraudulent scheme to injure the plaintiff.

24 255. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
25 BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to evict the plaintiff from his
26 apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments.

1 **Thirteenth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act**

2 256. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
3 BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to obtain a garnishment against the
4 plaintiff and his Bank of the West accounts. Ms. HOLLY L. FISHER with SWANSON MIDGLEY LLC had notice
5 and evidentiary exhibits were provided to SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC
6 of the fraud being committed by CHRISTOPHER BARHORST and DEEDEE DIAZ.

7 257. On July 28, 2009 the plaintiff emailed notice to CHRISTOPHER BARHORST at SWANSON MIDGLEY
8 LLC thru his legal assistant and notary BRITTANY BUMMER (bbummer@swansonmidgley.com) (See Lipari
9 Affidavit **Exhibit 38** with the notice the plaintiff provided CHAPEL RIDGE MULTIFAMILY LLC and The
10 Fairways at Lakewood on July 2, 2009.

11 258. On July 30, 2009 the plaintiff emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC
12 again with the same notice the plaintiff later forwarded to the Missouri Board of Governors regarding the fraud
13 committed on the court. See Lipari Affidavit **Exhibit 40-41**.

14 259. On August 3, 2009 the plaintiff updated CHRISTOPHER BARHORST with SWANSON MIDGLEY LLC
15 as an agent of CHAPEL RIDGE MULTIFAMILY LLC with formal notice of their fraud against the court and the
16 plaintiff with attached exhibits.

17 260. The Plaintiff told Ms. HOLLY FISHER with SWANSON MIDGLEY LLC that it was illegal to obtain
18 judgment through fraud and that the judgment was invalid.

19 261. The court clerk and the Honorable Judge Charles L Stitt omitted the plaintiff 's notice of fraud and
20 proceeded to participate in a fraudulent procured judgment. See Lipari Affidavit **Exhibit 42.1** and **Exhibit 58.1**.

21 262. The document for the judgment reflects fraud on the court with a check mark that the "Defendant
22 appears in person" and a check mark that Although duly summoned and called Defendant appears not, and is
23 in default.

24 263. Ms. HOLLY L. FISHER knew that sending documents by US Mail and causing a garnishment to be
25 filed on Missouri Case Net's electronic or wire data system would further injure the plaintiff in his business by
26 damaging his credit rating.

27 264. Ms. HOLLY L. FISHER's transmission of the garnishment to Bank of the West by telephone, fax, or
28 email even though she had knowledge she had procured the garnishment through fraud on Honorable Judge
29
30

1 Charles L. Stitt was a wire fraud by CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC,
2 CHRISTOPHER BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.2**

3 265. The fraudulently procured garnishment was transmitted by HOLLY L. FISHER ,CHRISTOPHER
4 BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via
5 wire when SAMUEL LIPARI saw it on Missouri Case Net online.

6 266. The fraudulently procured garnishment was caused by CHRISTOPHER BARHORST, SWANSON
7 MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to be communicated electronically to potential
8 lenders, investors and business customers of SAMUEL LIPARI via Missouri Case Net.

9 267. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
10 BARHORST, HOLLY L. FISHER deceived the plaintiff into relinquishing his leasehold in his
11 apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments because
12 of the fostered illusion of the RICO conspiracy to keep the plaintiff from being able to sale hospital supplies had
13 the courts of the State of Missouri were rigged.

14 268. The plaintiff was injured in his business and property by the loss of his leasehold in his
15 apartment/business office, the remaining days under the Missouri landlord tenant law chapter that the plaintiff
16 could have used to save his business expectancies and to protect his credit from the defendants' injury.

17 269. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M.
18 TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER engaged in electronic communications and in
19 the closing of email access to the plaintiff to further the defendants' fraudulent scheme to injure the plaintiff as
20 stated in the facts above and in the attachments to the plaintiff's affidavit.

21 270. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER engaged in electronic
22 communications and in the closing of the plaintiff's phone service and fax messaging to further the defendants'
23 fraudulent scheme to injure the plaintiff as stated in the facts above and in the attachments to the plaintiff's
24 affidavit and to obtain four times the previous bill for payment from the plaintiff as described above.

25
26 **18 U. S. C. § 1961 section 1346 Wire fraud theft of honest services**

27 271. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
28 BARHORST, HOLLY L. FISHER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO &
29 MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER engaged in

1 communications they caused to be transmitted through Case Net to procure judgments through fraud with each
2 of the 16th Circuit Court Judges that participated with the defendants after receiving notice of the fraud as stated
3 in the facts above, the plaintiff's affidavit and its attachments.

4 272. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
5 BARHORST, HOLLY L. FISHER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO &
6 MILLER LLC, CHRIS M. TROPBITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER caused the email, fax
7 and US Mail communications to:

8 (1) further a scheme or artifice to defraud the 16th Circuit Court;

9 (2) for the purpose of depriving the plaintiff of the intangible right of honest services of Honorable
10 Judge Charles L Stitt;

11 (3) where the misrepresentations as stated above in the facts and in the plaintiff's affidavit and
12 attachments made by the defendants are material in that they have the natural tendency to
13 influence or are capable of influencing the Honorable Judge Charles L Stitt change its behavior;
14 and

15 (4) the defendants used the mails or wires in furtherance of the scheme");

16
17 **Hobbs Act (against Extortion) 18 U.S.C. §1951**

18 273. The plaintiff was the direct target of the 18 U.S.C. § 1951(a) by the defendants through the Western
19 District of Missouri FBI Office Senior Field Agent.

20 274. The Western District of Missouri FBI Office Senior Field Agent as stated above in the facts and in the
21 plaintiff's affidavit and attachments employed the wrongful use of actual or threatened force, violence, or fear to
22 obtain the property of a right to Freedom of Information Act records from the plaintiff.

23 275. The plaintiff did not return or otherwise request the records from the Western District of Missouri FBI
24 Office records custodian,

25 276. The plaintiff was the direct target of the 18 U.S.C. § 1951(a) by the defendants through Kevin Perkins
26 with the Inspector Division of the Federal Bureau of Investigation.

27 277. Kevin Perkins in his official position with the Inspector Division of the Federal Bureau of Investigation
28 caused the plaintiff to be sent a letter stating the agency had no records of the ongoing investigation of the
29
30

1 plaintiff and that the plaintiff did not have evidence proving the investigation, the letters of inquiry or the
2 warrantless wiretaps had occurred.

3 278. Kevin Perkins used the color of law to prevent the plaintiff from obtaining access to the FBI records
4 related to the plaintiff.

5 279. The plaintiff did not resubmit his request to the FBI or otherwise ask US Senator Claire McCaskill to
6 request the records from the FBI,
7
8

9 **COUNT II**
Civil RICO violations of 18 U.S.C. § 1962 (d)

10 280. The plaintiff hereby incorporates the allegations of this petition, his accompanying affidavit and
11 specifically incorporates the above averments related to the defendants' participation in concerted predicate
12 RICO acts stated under Count I to allege the following:

13 281. The defendants have injured the plaintiff in his business or property by reason of the defendants'
14 violations of 18 U.S.C. § 1962(d).

15 282. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER
16 BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER,
17 WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPBITO & MILLER LLC, CHRIS M. TROPBITO,
18 NICHOLAS L. ACKERMAN, and TONY R. MILLER in this action formed an agreement to participate in an 18
19 U. S. C. § 1962(d) criminal conspiracy meeting the requirements of *Salinas v. United States*, 522 U.S. 22, 63-
20 64 (1997) with agents of the following existing RICO conspiracy members General Electric Company, General
21 Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, LLC,
22 Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc., Christopher M.
23 McDaniel, Bradley J. Schlozman, Novation LLC, US Bancorp and The Piper Jaffray Companies whose
24 overarching purpose is to artificially inflate hospital supply costs in an ongoing hospital skimming scheme to
25 loot Medicaid, Medicare and private insurance funds.

26 283. The conduct against the plaintiff by existing RICO co-conspirators is described fully on the plaintiff's web
27 site www.medicalsupplychain.com/news

28 284. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY
29 LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER; TROPBITO & MILLER LLC, CHRIS M. TROPBITO;
30

1 NICHOLAS L. ACKERMAN; and TONY R. MILLER as knowingly joining the RICO conspiracy by
2 intentionally committing frauds and conduct specifically prohibited by the Missouri Rules of Professional
3 Conduct ("MRPC") §§ 4-3.3(a)(1) and (3); 4-3.4(b); 4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f) and by
4 disobeying their mandatory duty to report MRPC violations of their co-conspirators.

5 285. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants CHAPEL RIDGE
6 MULTIFAMILY LLC; SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER as
7 knowingly joining the RICO conspiracy by intentionally committing frauds and conduct specifically
8 prohibited by Missouri Revised Statutes, Chapter 535, Landlord-Tenant Actions.

9 286. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY
10 LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER because they sabotaged CHAPEL RIDGE
11 MULTIFAMILY LLC's attempt through Scott Sperry and Grant A. Ramsey to withdraw from the RICO
12 Conspiracy that included Grant A. Ramsey's firing of property manager DeeDee Diaz to escape the liability for
13 treble damages under 18 U. S. C. § 1964 that will result in a judicial sale of The Fairways at Lakewood
14 apartment complex.

15 287. SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER sabotaged the
16 affirmative act of to withdraw from the RICO conspiracy by continuing to commit predicate acts of mail and wire
17 fraud as the agent of CHAPEL RIDGE MULTIFAMILY LLC.

18 288. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY
19 LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER because HOLLY L. FISHER under the supervision
20 and managing partner CHRISTOPHER BARHORST's control completed the fraud on the 16th Circuit Court by
21 obtaining the judgment evicting the plaintiff after receiving notice of the fraud.

22 289. HOLLY L. FISHER under the supervision and managing partner CHRISTOPHER BARHORST also
23 then later furthered the mail and wire fraud by obtaining a garnishment order on the plaintiff and by serving the
24 order on Bank of the West.

25 290. CHAPEL RIDGE MULTIFAMILY LLC refused to accept payment in full and all penalty and late fees by
26 turning in the FTCP form provided by the plaintiff.

27 291. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants TROPITO & MILLER
28 LLC, CHRIS M. TROPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER which proceeded in the
29 fraudulent scheme to defraud the 16th Circuit State of Missouri Court even though the statute required notices
30

1 to the plaintiff had been falsified and CHRIS M. TROPBITO; NICHOLAS L. ACKERMAN; and TONY R.
2 MILLER received notice of the exposure of TROPBITO & MILLER LLC's mail and wire fraud predicate acts to
3 perpetrate the fraud on the court.

4 292. TROPBITO & MILLER LLC kept their clients WELLS FARGO, and WACHOVIA DEALER SERVICES
5 INC. in the 18 U. S. C. § 1962 (d) RICO conspiracy through repeated predicate acts of mail and wire fraud by
6 CHRIS M. TROPBITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER to ensure payment by their client
7 and to have the protection of a big bank in court.

8 293. On December 16th, 2009 CHRIS M. TROPBITO stated to the plaintiff that his firm TROPBITO &
9 MILLER LLC would not represent the plaintiff in his litigation to enter the market for hospital supplies and
10 medical supplies for consumers as a way to be dropped from the present lawsuit, releasing WELLS FARGO,
11 and WACHOVIA DEALER SERVICES INC. because of a "conflict of interest."

12 294. WELLS FARGO, WACHOVIA DEALER SERVICES INC., CHRIS M. TROPBITO; NICHOLAS L.
13 ACKERMAN; and TONY R. MILLER's interest adverse to the plaintiff's entry into the market for hospital
14 supplies and medical supplies for consumers is a conspiratorial interest and or confidential relationship with the
15 other defendants and their co-conspirators in the illegal Novation LLC Cartel.

16 295. WELLS FARGO, and WACHOVIA DEALER SERVICES INC. refused to accept payment in full and all
17 penalty and late fees by turning in the FTCP form provided by the plaintiff.

18 296. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER performed an affirmative
19 act to withdraw from the 18 U. S. C. § 1962 (d) RICO conspiracy after terminating the plaintiff's mail and
20 telephone services.

21 297. LIANNE ZELLMER sent a communication offering to turn back on the mail and phone services
22 providing the plaintiff bring the account to current.

23 298. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER refused to accept
24 payment in full and all penalty and late fees by turning in the FTCP form provided by the plaintiff.

1 **Allegations and Claims Against**
2 **the original Novation LLC Cartel defendants**
3 **GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R. IMMELT**

4 299. The petitioner SAMUEL K. LIPARI brings the following state law claims against defendants not subject
5 to RICO based claims in this proceeding:

6 **Introduction to the State Law Claims**

7 300. SAMUEL K. LIPARI's dissolved company Medical Supply Chain, Inc. (Medical Supply) formed a written
8 contract via email with GE and GE TRANSPORTATION to buy a \$10 million dollar building at 1600 N.E.
9 Coronado Drive in Blue Springs, MO for \$5 million and simultaneously to sell GE TRANSPORTATION a
10 release from its ten-year lease for a deeply discounted value.

11 301. The GE entities knew Medical Supply intended to use the transaction to capitalize its entry into the
12 hospital supply market and that it was the victim of antitrust conspirators using the USA PATRIOT ACT to
13 prevent it from getting capital by conventional means.

14 302. GE corporate "business leaders" approved the transaction obligating GE Capital's underwriting based on
15 SAMUEL K. LIPARI's business plan and Medical Supply's ability to pay as detailed in Medical Supply's forward
16 looking financials.

17 303. The e-mail was a written contract meeting the Missouri Statute of Frauds and under Electronic
18 Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.*

19 304. Both the GE entities and Medical Supply partially performed the terms of the contract.

20 305. GE caused the breach of the contracts when GE Medical and the electronic hospital supply marketplace
21 GHX LLC created by GE interfered to prevent Medical Supply from getting capitalization through the contract to
22 enter the hospital supply marketplace.

23 306. GHX, GE and GE Medical are openly part of an unlawful hospital supply cartel with Novation LLC that
24 had previously prevented Medical Supply from capitalizing its entry into the hospital supply market.

25 307. Medical Supply was entitled to its contract expectations *Albrecht v. The Herald Co.*, 452 F.2d 124 at 129
26 (8th Cir. 1971) including its business plan forward looking financials under *Anuhco, Inc. v. Westinghouse Credit*
27 *Corp.*, 883 S.W.2d 910 (Mo App 1994) and GE Capital has specifically been subjected to business plan
28 expectation damages for breaching finance contracts in Missouri State Court under *Rasse v. GE Capital Small*
29 *Business Finance Corp.*, 2002 MO 808 (MOCA, 2002).

1 308. The Western District of Missouri U.S. District court decided an electronic contract/electronic signature
2 case under federal and state electronic contract laws and the Missouri statute of frauds as Medical Supply's
3 original pleadings advocated in *International Casings Group, Inc., v. Premium Standard Farms, Inc.*, 358 F.
4 Supp. 2d 863; 2005 U.S. Dist. LEXIS 3145, February 9, 2005.

5 309. JEFFREY R. IMMELT, the former president of GE medical, Inc. knew he had succeeded Jack Welch as
6 CEO of General Electric because GE's hospital supply business units had successfully maintained an
7 anticompetitive market in U.S. hospital supply purchasing permitting GE to pass on higher prices to the hospital
8 consumers.

9 310. Because of this conduct by JEFFREY R. IMMELT, the GENERAL ELECTRIC COMPANY was under a
10 consent order with the U.S. Department of Justice requiring the corporation to sell a medical imaging unit and
11 refrain from future anticompetitive conduct at the time Medical Supply Chain, Inc. brought its original breach of
12 contract and antitrust complaint against the GE defendants including JEFFREY R. IMMELT.

13 311. JEFFREY R. IMMELT made it an essential priority for the General Electric defendants, their agents and
14 their hospital supply cartel co-conspirators to have the petitioner's complaint dismissed at all costs.

15 312. Under JEFFREY R. IMMELT's direction and control, JEFFREY R. IMMELT's personal and corporate
16 agents made repeated misrepresentations to state and federal judicial branch staff and attempted to influence
17 them unlawfully, largely *ex parte* and unreported to the plaintiff in order to have Medical Supply, the petitioner,
18 his cause and his counsel destroyed.

19 313. The petitioner appealed the district court dismissal of his antitrust claims resulting from Rule 12 (b) 6
20 pleadings filed by John K. Power, Jonathan I. Gleklen and Ryan Z. Watts deliberately misstating the law so that
21 the petitioner's complaint would be erroneously thrown out for not making GENERAL ELECTRIC's independent
22 co-conspirator Neoforma, Inc. a defendant.

23 314. The dismissal was accomplished through the hostile climate in the court created *ex parte* by GE's legal
24 representatives and Mark A. Olthoff, Steven D. Ruse, James P. O'Hara of the law firm Shughart Thomson &
25 Kilroy, all representing JEFFREY R. IMMELT's cartel co-conspirators and the cartel feared JEFFREY R.
26 IMMELT's deception would be discovered.

27 315. JEFFREY R. IMMELT directed his legal team to file a counter appeal in an abuse of process to obtain
28 sanctions against the petitioner that the trial court had denied.

29 316. Through this overt action and an accompanying unlawful influence over Patrick J. Fisher, Jr., the Clerk of
30

1 the Tenth Circuit U.S. Court of Appeals and law clerks for the court was accomplished in a deliberate use of
2 social networking between government officials in a pattern modeled after the Mississippi Sovereignty
3 Commission and that misconduct eventually included the U.S. District Attorney for Kansas, Eric F. Melgran and
4 Bradley J. Schlozman working in the U.S. Department of Justice and later installed as the US Attorney for the
5 Western District of Missouri.

6 317. The resulting appeal decision upholding the erroneous dismissal and correctly reversing the trial court on
7 whether sanctions could have been issued went on to vilify the petitioner and his representation for naming
8 JEFFREY R. IMMELT as an antitrust defendant and in doing so the opinion contradicted clearly established
9 Tenth Circuit precedents on identical facts along with the controlling federal case law.

10 318. The following day the US Supreme Court docketed the appeal of similar and equally unusual sanctions in
11 the antitrust action against the cartel co-conspirators by the petitioner's attorney.

12 319. The two unusual opinions and the facts in the petitioner's case *Medical Supply Chain, Inc. v. Neoforma,*
13 *et al.*, Case No. 05-0210-CV-W-ODS in which the petitioner was again subjected to the same misconduct and
14 worse, starting with the GE defendants' misrepresentations to Hon. Judge Ortrie D. Smith of the Western
15 District court through John K. Power and the cartel's common defense controlled by JEFFREY R. IMMELT in
16 order to fraudulently transfer the action to Kansas "in the interest of justice" caused the Tenth Circuit on the
17 petitioner's information and belief to conduct a second internal investigation among law clerks in the Denver
18 court following an earlier investigation directed at Magistrate James P. O'Hara and led the Tenth Circuit to
19 conclude that the counter appeal had been an abuse of process.

20 320. This resulted in the unusual trial court order stating the Tenth Circuit had directed Hon. Judge Carlos
21 Murguia to order JEFFREY R. IMMELT by name to personally file for the sanctions JEFFREY R. IMMELT had
22 succeeded in appealing but had not pursued in the year following remand.

23 321. JEFFREY R. IMMELT declined to appear or resubmit himself to the jurisdiction of the court and directed
24 a letter be sent on his behalf by his personal counsel Jonathan I. Gleklen.

25 322. The petitioner's state law based contract claims against the GE defendants had been dismissed without
26 prejudice and the petitioner exercised his right to file them where the injury occurred in Jackson County
27 Missouri.

28 323. JEFFREY R. IMMELT attempted to conceal the continuing contractual liability to the petitioner in
29 Securities and Exchange Commission mandated filings from his board of directors to prevent GE's role in the
30

1 unlawful hospital supply cartel to be exposed.

2 324. The petitioner had earlier relied on the public filings of Neoforma, Inc., enraging JEFFREY R. IMMELT.

3 325. JEFFREY R. IMMELT had through the aid of U.S. Deputy Attorney General Paul J. McNulty and the
4 McNulty Memo authored in December 2006 prevented the Northern District of Texas US Attorney's office
5 investigating Novation, LLC's theft of member hospital funds and their money laundering through the
6 petitioner's electronic marketplace competitor and from obtaining the corporate papers of Neoforma, Inc.
7 without Main Justice and Karl Rove's approval .

8 326. When the investment banking and merger syndicate of Merrill Lynch & Company, Inc., Fenwick & West
9 LLP., Innisfree Limited, Lazard, McDermott Will & Emery LLP., Wachtell Lipton Rosen & Katz, Skadden Arps
10 Slate Meagher & Flom LLP., Sidley Austin Brown & Wood LLP., and William Blair & Company formed by
11 Novation LLC for the purpose of solving the cartel's exposure to the petitioner through Neoforma, Inc.
12 discovered the petitioner's claims in November 2005 that had not been disclosed in Securities and Exchange
13 Commission required filings and began to fear the liability of taking Neoforma, Inc. private to obstruct justice in
14 the petitioner's antitrust civil litigation and the government False Claims Act Medicare fraud investigation that
15 were both seeking the records of where the Novation LLC member hospitals' laundered funds went; JEFFREY
16 R. IMMELT caused the defendant entity GE Capital to underwrite the loan giving the money to Novation LLC
17 for merging Neoforma, Inc. with GHX, LLC the sole remaining competitor electronic marketplace for hospital
18 supplies.

19 327. JEFFREY R. IMMELT directed his defense to attempt to unlawfully influence the Independence, Missouri
20 court in deliberately fraudulent filings, a fraudulent removal to federal court and by acting *ex parte* to prevent
21 the petitioner from obtaining counsel using the disbarment of the petitioner's previous counsel, the vilifying
22 rulings and sanctions all knowingly obtained by JEFFREY R. IMMELT through unlawful influence over the court
23 and by using the Mississippi Sovereignty Commission style networking employed by JEFFREY R. IMMELT to
24 destroy the petitioner and his associates.

25 328. The fear of GE's influence was so great and visibly no constitutional rights or laws could protect even
26 officers of the court that the petitioner could not obtain counsel even when his contract claims survived
27 dismissal.

28 329. Still JEFFREY R. IMMELT feared the discovery of his role in the Novation LLC hospital supply cartel and
29 when the petitioner attempted to receive an order compelling the GE defendants to mediation and to produce
30

1 discovery, JEFFREY R. IMMELT caused his defense counsel John K. Power Mo. Lic. #35312, and Leonard L.
2 Wagner MO. Lic. #39783 to repeatedly lie to the 16th Circuit Court, falsely stating that they had attempted to
3 schedule mediation and falsely stating that the petitioner's discovery requests were not identified as to their
4 relativity to the petitioner's complaint when each numbered production request was indexed to the particular
5 paragraph of the complaint it was related to.

6 330. While JEFFREY R. IMMELT perpetrated this misrepresentation on the court and GENERAL ELECTRIC
7 was liable for over \$60,000.00 dollars in daily interest on contract based claims he could not escape, JEFFREY
8 R. IMMELT turned to the Illinois law firm of Seyfarth Shaw LLP to take over direction of the Independence,
9 Missouri defense through extortion of the petitioner. Seyfarth Shaw LLP obtained an order from Hon. Judge
10 Mark Filip, of the Federal District Court in Chicago, Illinois (who was later nominated to replace Deputy Attorney
11 General McNulty) to force the petitioner to testify without counsel on his relationship to the financier Michael
12 Lynch, knowingly causing the petitioner to fear for his safety and evidencing no intention to follow through on
13 the mediation the GE defendants had promised the 16th Circuit state court.

14 15 **A. Missouri State Law Based Claims Statement of Facts**

16 331. The plaintiff through his now dissolved corporation made a contract with the defendants to sell GE
17 Transportation's remaining ten year lease at a deep discount benefiting GE in exchange for GE'S funding of the
18 plaintiff's purchase of the building through GE'S business lending subsidiary, GE CAPITAL.

19 20 **1. FORMATION OF A CONTRACT BETWEEN THE PLAINTIFF AND THE DEFENDANTS TO 21 EXCHANGE GE TRANSPORTATION'S REMAINING LEASE AND FUND THE PURCHASE 22 OF 1600 N.E. CORONADO BUILDING**

23 332. On or about June 1st, 2002, SAMUEL K. LIPARI, in his role as CEO of Medical Supply Chain, Inc.
24 contacted the leasing agent Cohen & Essrey Property Management ("Cohen") regarding a building located at
25 1600 N.E. Coronado Drive in Blue Springs, MO.

26 333. Cohen indicated the building was already leased but that the lessee could and would like to sub-lease
27 the building.

28 334. The building was not occupied so SAMUEL K. LIPARI made a verbal offer to sub-lease a portion of the
29 building.

30 335. Cohen declined his offer indicating the existing lessee would not accept anything less than sub-leasing

1 the entire building.

2 336. On or about April 1st, 2003 SAMUEL K. LIPARI contacted the new leasing agent, B.A. Karbank &
3 Company ("Karbank") in the event the new agent had different instructions regarding a sub-lease of the
4 property located at 1600 N.E. Coronado Drive in Blue Springs, MO.

5 337. The new leasing agent Karbank told SAMUEL K. LIPARI that GE was the lessee seeking to sub-lease
6 the building due to their vacating the building after GE Transportation bought out Harmon Industries.

7 338. The building was still not occupied so again SAMUEL K. LIPARI made a verbal offer to lease a portion of
8 the building.

9 339. Karbank declined his offer indicating GE corporate properties would not accept anything less than
10 leasing the entire building.

11 340. On or about April 7th, 2003 SAMUEL K. LIPARI contacted GE and spoke with the GE property manager,
12 Mr. George Frickie regarding Medical Supply's interest in sub-leasing the building.

13 341. George Frickie indicated again that GE would not be interested in sub-leasing a portion of the building
14 but rather would be interested in leasing the entire building.

15 342. SAMUEL K. LIPARI requested the name of the owners and George Frickie gave him the name and
16 number of Mr. Barry Price with Cherokee Properties L.L.C.

17 343. SAMUEL K. LIPARI contacted Barry Price, and he was referred to Mr. Scott Asner who also had a
18 substantial interest in the building.

19 344. While speaking with Mr. Asner he provided SAMUEL K. LIPARI the background and current details on
20 the building lease with GE, terms and a price to purchase the building.

21 345. The lease was transferable and GE was still obligated for 7-years out of a 10-year lease.

22 346. Mr. Asner agreed to sell Medical Supply the building for the remaining balance of the GE 7-year lease
23 (\$5.4 million) and provided SAMUEL K. LIPARI with a letter of intent to sell the building to Medical Supply.

24 347. On or about April 15th, 2003 SAMUEL K. LIPARI contacted George Frickie with GE COMMERCIAL
25 Properties and indicated that he had an interest in purchasing the building.

26 348. SAMUEL K. LIPARI asked George Frickie if GE had an interest in buying out the remainder of their lease
27 so that Medical Supply could occupy the building following the purchase.

28 349. George Frickie offered GE's lease payments for the remainder of 2003 (\$350,000) as a buy out offer.

29 350. On or about May 1st, 2003 SAMUEL K. LIPARI tentatively contacted several local Banks, knowing that
30

1 US Bank had threatened his company with a malicious USA PATRIOT ACT report to keep Medical Supply from
2 entering the hospital supply market where US bank was affiliated with Neofoma, an existing electronic
3 marketplace for healthcare supplies.

4 351. SAMUEL K. LIPARI knew Medical Supply could not get a loan because of the threat and extortion of the
5 USA PATRIOT ACT, but knew he needed inputs from bankers familiar with the commercial real estate market
6 in Blue Springs, MO.

7 352. SAMUEL K. LIPARI felt Medical Supply could form a holding company to obtain the property without US
8 Bank realizing, and could then enter the hospital supply market.

9 353. SAMUEL K. LIPARI spoke with Mr. Allen Lefko President of Grain Valley Bank, Mr. Pat Campbell branch
10 manager of Gold's Bank and Mr. Randy Castle Senior Vice-President of Jacomo Bank.

11 354. Each of the banks indicated a willness to provide the mortgage because they felt the property was worth
12 far more than the price offered by Cherokee Properties L.L.C., but the mortgage was too large for the
13 regulatory size of their bank and they each suggested a national bank as an alternative.

14 355. Due to US Bank's extortion and racketeering, including the pretext and very real threat of a malicious
15 USA PATRIOT ACT "suspicious activity report" (SAR) against Medical Supply since SAMUEL K. LIPARI had
16 tried to enter the hospital supply market in October of 2002, SAMUEL K. LIPARI knew he was unable to solicit
17 a national bank for the real estate loan.

18 356. On or about May 7th, 2003 Medical Supply contracted a financial consultant (Mrs. Joan Mark) for advice
19 on how to structure a mortgage to buy the building which has a 7- year revenue stream from GE in the amount
20 of \$5.4 Million dollars, the identical amount offered to purchase the building and for which Medical Supply had a
21 letter of intent from the owner Cherokee Properties LLC.

22 357. Mrs. Mark suggested SAMUEL K. LIPARI propose a mortgage arrangement directly to Mr. Frickie with
23 GE Corporate.

24 358. Mrs. Mark explained how a purchase of the \$10 Million dollar property for \$5.4 Million dollars was a great
25 deal for any mortgage lender.

26 359. Mrs. Mark also explained if GE provided a \$5.4 Million dollar mortgage on a \$10 Million dollar property
27 and eliminated a \$5.4 Million dollar lease liability that GE would directly benefit from a \$15 Million dollar positive
28 swing to their balance sheet.

1 **Offer**

2 360. On or about May 15th, 2003, Medical Supply's corporate counsel sent a proposed transaction to George
3 Frickie outlining the terms of Medical Supply's proposal :

4 Dear Mr. Fricke:

5 I am writing on behalf of Medical Supply Chain, Inc. with a proposal to release GE from a seven-year 5.4
6 million dollar obligation on 1600 N.E. Coronado Dr., Blue Springs MO. We have spoke with the City of
7 Blue Springs economic development officer and the city attorney. Medical Supply Chain, Inc. has also
8 obtained a letter of intent from the building's owner, Cherokee South, L.L.C. (Barry Price/Scott Asner) to
9 purchase the building. We offer to release GE from its lease and 5.4 million dollar obligation, providing
10 GE pays Medical Supply Chain, Inc. at closing for the remainder of the 2003 lease and transfers title to
the building's furnishings. This offer is contingent on GE's acceptance by 3pm (EST), Friday, May 23rd;
the City of Blue Spring's approval of Medical Supply Chain's purchase and occupation of the building
and is contingent upon GE Capital securing a twenty year mortgage on the building and the property with
a first year moratorium.

11 Medical Supply Chain, Inc. believes this arrangement will result in a net gain in revenue for GE and GE's
12 Capital services was our first choice for the commercial mortgage when our area bankers advised us the
13 building and the property at 6.2 million dollars was substantially less than its market value of 7.5 million
dollars, but would require a commercial lender. Medical Supply Chain, Inc. has no existing debt and a
valuation of thirty two million dollars. See attachment 1.

14 GE Capital or its underwriter would need to provide Medical Supply Chain, Inc. a twenty-year
15 Mortgage at 5.4% on the full purchase price of 6.4 million dollars, with a moratorium on the first full year
16 of mortgage payments. The City of Blue Springs would be paid the balance of lease payments for the
land (\$800,000.00) or in the alternative, the mortgage will include an escrow account to complete the
17 lease and purchase of the land on its original terms. GE
18 Capital can provide or designate the closing agent and would be required to provide 5.4 million dollars to
Cherokee South, L.L.C. and your division's check for the remainder of the lease payable to Medical
Supply Chain, Inc. along with a bill of sale for the buildings furniture and equipment. This closing would
need to be completed by June 15th, 2003. Please contact us at your receipt of this offer and provide us a
contact person for GE Capital or its mortgage agent.

19 Bret D. Landrith

20
21 **Oral Acceptance Affirming Meeting of the Minds**

22 361. The afternoon of May 15th, 2003 George Frickie responded, leaving a taped voicemail message and
23 stating he had spoke with the "business leaders" at GE corporate and that they will accept Medical Supply's
24 proposal:

25 "Bret, George Frickie, ah.... I know I sent you an email saying that my counsel is out ah...and I followed
26 up with another email but I spoke to the business leaders and we will accept that transaction ah... let's
start the paper work ah... if you want to do some drafting of lease termination or if you would like us to do
that, give me a holler 203-431-4452."

27 May 15th 2003 taped voice mail message recorded by George Frickie.

28
29 **Verification, A Writing Meeting Statute of Frauds**

1 362. The second e-mail George Frickie referenced on the phone conversation explicitly stated that GE would
2 accept Medical Supply's proposal and initialed the written acceptance in addition to the electronic signature file
3 for the e-mail:

4 "From: Fricke, George (CORP)
5 To: Bret Landrith
6 cc: Newell, Andrew (TRANS) ; Payne, Robert J (TRANS) ;
7 Davis, Tom L (TRANS) ; Jakaitis, Gary (CORP)
8 Sent: Thursday, May 15, 2003 6:05 PM
9 Subject: RE: Lease buyout GE/Harmon building

10 Bret, I would like to confirm our telephone conversation in that GE will accept your proposal to terminate
11 the existing Lease. Robert Payne GE Counsel will start working on the document. He is out of the office
12 until Monday the 19th. GCF"

13 **Conduct Consistent With Contract**

14 363. On or about May 20th, 2003, Medical Supply was given a walk through of the property to inventory the
15 buildings furniture and fixtures and discuss building maintenance and operational procedures.

16 364. Mr. Tom Davis, the property manager for GE TRANSPORTATION in Blue Springs and Mr. John Phillips,
17 the GE Transportation building maintenance engineer provided a three-hour walk through in addition to the
18 building maintenance and operational procedures.

19 365. Mr. Phillips also provided the construction blueprints of the building and allowed SAMUEL K. LIPARI to
20 make copies.

21 366. SAMUEL K. LIPARI returned the blueprints after copies were made.

22 367. Mr. Davis and Mr. Phillips both stated they were being dismissed from employment with GE since they
23 would no longer be needed.

24 368. On May 22nd, 2003 SAMUEL K. LIPARI spoke to Mr. Doug McKay with GE Capital who had called
25 earlier that week with regard to the mortgage outlined in Medical Supply's proposal.

26 369. Mr. McKay asked that Samuel K. Lipari send his company information regarding the mortgage.

27 370. SAMUEL K. LIPARI indicated that he could meet him the following Tuesday because Medical Supply had
28 a loan package for him that included its financials, the proposal that George Frickie and GE's business leaders
29 accepted, the letter of intent from the owners Cherokee Properties LLC and Medical Supply's Dunn &
30 Bradstreet report showing Medical Supply's good credit rating and strong financial condition.

31 371. SAMUEL K. LIPARI gave the information to Mr. McKay and Mr. McKay indicated he needed to speak
32 with GE TRANSPORTATION to see how they wanted to handle the terms of the accepted proposal.

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Conduct Suggesting Repudiation

372. On or about June 2nd, 2003 SAMUEL K. LIPARI called Mr. McKay to see how they were doing on closing and Mr. McKay indicated that the person he needed to speak with was at corporate and that he needed to speak with him before moving forward.

373. As the June 15th, 2003 closing date approached, Medical Supply had not received any definitive closing date so Medical Supply's corporate counsel called and sent George Frickie an email stating that a delay in closing would not effect the lease buyout of \$350,000.

374. Medical Supply's counsel later again called George Frickie when he received no response and George Frickie became extremely angry and hung up the phone.

375. Medical Supply then proceeded to speak with GE's counsel Mrs. Kate O'Leary to determine if the contract had been repudiated.

376. Supporting statutes and the antitrust basis including damage implications were explained to Kate O'Leary.

377. Medical Supply gave GE a deadline of June 10th, 2003 to clarify whether there had been contract repudiation. Kate O'Leary later faxed a letter on June 10th, requesting that Medical Supply not speak to anyone at GE or its affiliates and that any correspondence relating to this matter be directed to her.

378. Medical Supply then emailed a letter stating that if no earnest money were deposited to indicate the contract was not being repudiated, Medical Supply would file its claims on June 16th, 2003 for antitrust and breach of contract.

379. GE repudiated its contract, sacrificing \$15 million dollars on June 15th, 2003 to keep Medical Supply from being able to compete against GHX, L.L.C. and Neoforma in the market for hospital supplies.

380. SAMUEL K. LIPARI filed a *lis pendens* in the Jackson County Register of Deeds office based on his state law claims in the US District Court.

381. The defendant Carpet n' More Inc. Stewart Foster placed the building up for sale with actual or imputed knowledge of Medical Supply's claims.

382. The defendants have occupied the building at 1600 NE Coronado preventing plaintiff from receiving the value of his bargain and with actual or imputed knowledge of Medical Supply's claims.

383. In March 2006 GE CAPITAL funded the purchase of Neoforma, an electronic marketplace competitor of

1 Medical Supply Chain, Inc.

2 384. Neoforma has never been profitable: "Neoforma's balance sheet shows a cumulative loss of nearly \$739
3 million dollars as of Sept. 30, 2004." Healthcare Purchasing News March 2005.

4 385. "In 2005, in accordance with GAAP, Neoforma's net loss and net loss per share were \$35.9 million
5 dollars and \$1.81 per share respectively, an improvement from the \$61.2 million dollar net loss and \$3.17 net
6 loss per share recorded in the prior year." Neoforma, Inc. press release San Jose, CA, USA 02/26/2003.

7
8 **B. GENERAL ELECTRIC DEFENDANTS' INTERFERENCE WITH SUBSEQUENT**
9 **ATTEMPTS TO CAPITALIZE PETITIONER'S ENTRY INTO HOSPITAL SUPPLY MARKET**

10 386. The petitioner attempting to obtain capital inputs a third time to enter the hospital supply market through
11 a Chicago Illinois financier named Michael W. Lynch was stopped again by the GE defendants.

12 387. Hon. Judge Eugene R. Wedoff, the Chief Bankruptcy Judge of the Northern District of Illinois has
13 revealed to the Federal Bureau of Investigation the defendants' widespread use of offshore funds in the
14 continuation of a "Greylord" racketeering enterprise effecting the outcomes of federal court cases in several
15 states where GENERAL ELECTRIC's interest in a cartel member's monopoly market share is at stake.

16 388. The evidence shows GE CAPITAL, a defendant in this case and its financial client Alcoa furthered
17 GENERAL ELECTRIC's interests by influencing the outcome of any action threatening GENERAL ELECTRIC's
18 monopolies or actions to retaliate against witnesses who threatened GENERAL ELECTRIC's monopolies.

19 389. Michael W. Lynch provided evidence to Western District US Attorney Bradley J. Schlozman discovered
20 in April 2006 that a \$39,000,000.00 bribery fund was being used to secure outcomes in court cases including
21 the shift of unfunded pension obligations of McCook Metals, Inc. to the Pension Benefit Guaranty Board
22 (PBGC) at the expense of US taxpayers despite the obligation of Alcoa Aluminum financed by GENERAL
23 ELECTRIC, pursuant to Alcoa's acquisition of Reynolds Metals, under ERISA law.

24 390. On July 1st, 2007 Hon. Judge Eugene R. Wedoff stepped down as Chief Bankruptcy Judge of the
25 Northern District of Illinois.

26 391. As a result of federal government investigations of illegal conduct that the petitioner believes was a
27 protection selling racketeering scheme, Bradley J. Schlozman has resigned his current position at main justice,
28 Deputy Attorney General Paul McNulty who authored the memo used by the GE CEO Jeffrey R. Immelt and the
29 General Electric defendants to conceal the financial records of Neoforma and defeat the Sarbanes - Oxley Act
30 of 2002 as described in the petitioner's underlying complaint, has also resigned.

1
2 **C. GENERAL ELECTRIC DEFENDANTS' INTERFERENCE WITH RECOVERY OF**
3 **PETITIONER'S CAPITALIZATION FOR ENTRY INTO HOSPITAL SUPPLY MARKET FROM**
4 **US BANK DEFENDANTS**

5 392. The GE defendants JEFFREY R. IMMELT, GE CAPITAL AND GE TRANSPORTATION coordinated their
6 defense of Medical Supply's action with the US Bank defendants US Bancorp and US Bank along with Jerry A.
7 Grundhoffer, Andrew Cesere, Piper Jaffray Companies and Andrew S. Duff to defeat the petitioner's claims for
8 injunctive and declaratory relief resulting from his first attempt to enter the market for hospital supplies.

9 393. On January 29, 2004, March 4, 2004, April 2, 2004 US Bancorp's counsel, Nicholas A.J. Vlietstra and
10 Piper Jaffray's counsel Reed coordinated their appeal (10th C.C.A. 03-3342) with the GE defense.

11 394. The GE defendants included the action against the US Bancorp defendants and Unknown Healthcare
12 Provider as a related appellate case in (10th C.C.A. 04-3075) and used the US Bancorp order as a basis for a
13 cross appeal (10th C.C.A. 04-3102) challenging the failure of the trial court to grant sanctions against Medical
14 Supply.

15 395. The GE Defendants decided to rely on the continuing efforts to illegally influence the Kansas District
16 Court and Tenth Circuit Court of Appeals to uphold the trial court's erroneous ruling.

17 396. The cartel also renewed their efforts to have Medical Supply's sole counsel disbarred, knowing that an
18 extensive search for counsel by Medical Supply had resulted in 100% of the contacted firms being conflicted
19 out and actually effected a frenzy of disbarment attempts against Medical Supply's counsel in the period from
20 December 14, 2004 to February 3rd, 2005, originating from US Bancorp and US Bank's agent Shughart
21 Thomson and Kilroy's past and current share holders.

22 397. The former eighteen year Shughart Thomson & Kilroy shareholder acting as magistrate on the GE case
23 denied Medical Supply discovery and the court did not even permit discovery when the dismissal attachments
24 necessitated conversion of the GE motion to one for summary judgment.

25 **D. MISSOURI STATE POLICY INTEREST IN PETITIONER'S ENFORCEMENT ACTION**

26 398. As a result of the plaintiff's failure to advance his antitrust and state law based contract claims in federal
27 court due to the misconduct of the defendants, the first 65,000 Missouri residents were cut off of Medicaid
28 benefits on July 1, 2005.

29 399. A July 2nd, 2005 Los Angeles Times article stated 1/3 of the Missourians losing insurance coverage are
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1 children: "An estimated 24,000 children are expected to lose their benefits, dental coverage is being cut for
2 adults, and disabled people are losing coverage for crutches and other aids." See Missouri's Sharp Cuts to
3 Medicaid Called Severe-More than 68,000, a third of them children, may lose benefits in the move to avoid tax
4 hikes. LA Times, July 1, 2005.

5 400. On June 29, 2005, David Moskowitz MD, was invited to testify before the Missouri Medicaid Reform
6 Commission and in his released pretestimony stated for the 65,000 patients losing coverage; "Since oxygen
7 tanks are among the items no longer covered, many patients will soon die"[emphasis added].

8 401. Of course patients are the consumers in the market for hospital supplies that is the primary relevant
9 market the petitioner is attempting to enter.

10 402. Doctor Moskowitz also stated; "The Missouri Legislature is wrestling with the most critical domestic issue
11 of our time.

12 403. It is literally a life and death issue for tens of millions of Americans.

13 14 **B. Missouri State Law Based Claims**

15 **404.** The petitioner brings the following state law based causes of action against the original Novation
16 LLC Cartel defendants GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R. IMMELT:
17

18 **COUNT III. CAUSE OF ACTION FOR BREACH OF CONTRACT**

19 405. SAMUEL K. LIPARI hereby re-alleges the averments of fact above and makes the following
20 allegations:
21

22 **a. Meeting of Minds**

23 406. George Frickie, property manager for The GENERAL ELECTRIC COMPANY who Medical Supply
24 had been told by George Frickie and his agents, was the authority for the building at 1600 NE Coronado
25 Dr. telephoned Medical Supply Chain's Missouri headquarters and placed a message on its answering
26 machine stating he had been instructed by "GE business leaders" to accept Medical Supply's proposal and
27 he was calling to do so.

28 407. Medical Supply Chain Inc. and SAMUEL K. LIPARI reasonably believed George Frickie had
29 authority to enter into contract over the building at 1600 NE Coronado Dr. and SAMUEL K. LIPARI
30

1 honored the contract in reliance upon George Frickie's statements about his authority and the acceptance
2 of the contract by GE.

3
4 **b. Contract Was Signed and in Writing**

5 408. Then, George Frickie sent a written acceptance via e-mail with his initials added a signature at the
6 end of the email message.

7 409. No terms were disputed and the acceptance confirmed

8 410. The GENERAL ELECTRIC COMPANY would make its subsidiary GE TRANSPORTATION L.L.C.
9 pay \$350,000 for the buy out of the lease and its GE CAPITAL subsidiary provide the \$6.4 million dollar
10 mortgage and closing at 5.4% for twenty years with a first year moratorium on payments.

11 411. George Frickie's signed written acceptance referenced the proposal he had received from
12 Medical Supply earlier that day.

13 412. This set of documents became a bilateral contract completed with the last act exchanging mutual
14 promises (*D.L. Peoples Group, Inc. v. Hawley*, — So.2d — (2002 WL 63351, Ct. App., Fla., 2002)
15 enforceable for the sale of the lease interest and the benefit of the bargain obtained by Medical Supply
16 under its clear and complete terms meeting the writing requirements of a real estate purchase contract in
17 Missouri and the writing and definiteness requirement of a credit agreement under Missouri statute RMS
18 432.045.2.

19 413. The formation of an enforceable contract in a set of documents created in correspondence is well
20 settled See *Estate of Younge v. Huysmans*, 127 N.H. 461, 465-66, 506A.2d 282, 284-85 (1965).

21 414. Since state law requires a writing, the e-mail acceptance and signature of George Frickie is valid
22 and enforceable under 15 USC §7001, the federal Electronic Signatures in Global and National Commerce
23 Act, widely known as "E-SIGN." Section 101(a) of E-SIGN states that:
24

25 "(1) a signature, contract, or other record relating to such transaction may not be denied legal
26 effect, validity, or enforceability solely because it is in electronic form; and (2) a contract relating to
27 such transaction may not be denied legal effect, validity, or enforceability solely because an
electronic signature or electronic record was used in its formation."

28 **c. Mutual Consideration Through Exchange of Promises**

29 415. Medical Supply performed as required, introducing itself to the City of Blue Springs Economic
30

1 Development.

2 416. The City of Blue Springs Economic Development Director approved of the use of the building for a
3 national corporate headquarters of a hospital supply chain technology company capable of producing
4 above living wage jobs for the community.

5 417. The City of Blue Springs Attorney agreed that the proposed use was suitable.

6 418. SAMUEL K. LIPARI committed to purchase the building from its owner in reliance on the contract
7 with GE Transportation made open partial performance of the contract by opening the building for a three-
8 hour briefing on the operation and maintenance of the building's complex systems.

9
10 419. This briefing was made by GE Transportation's Blue Springs property manager and the building's
11 maintenance engineer, both of whom told Medical Supply's SAMUEL K. LIPARI that they had been
12 terminated and will be leaving employment with GE TRANSPORTATION the following month because
13 they were no longer needed.

14 420. GE CAPITAL partially performed as required and made an appointment with SAMUEL K. LIPARI in
15 its Overland Park, Kansas office where Samuel K. Lipari took the building's blueprints furnished him by GE
16 TRANSPORTATION, the building's physical description and photo furnished by George Frickie of GE
17 corporate and Medical Supply's corporate records for the loan.

18 421. The GE CAPITAL loan officer Mr. Douglas McKay discussed the terms and questioned SAMUEL
19 K. LIPARI in detail about the US Bank lawsuit. SAMUEL K. LIPARI explained why under the threat by US
20 Bank of a malicious USA PATRIOT ACT suspicious activity report, Medical Supply could not risk going to a
21 bank until the lawsuit was settled.

22 422. Mr. McKay agreed the USA PATRIOT ACT had no valid relationship to Medical Supply's
23 involvement with US Bank and stated he would obtain the additional requirements GE

24 423. CAPITAL required from George Frickie and GE TRANSPORTATION. Mr. McKay indicated it could
25 take longer to close but he would check into it.

26
27 424. Medical Supply communicated to its stakeholders, business associates, potential customers, and
28 the owners of the building that it had obtained the financing and made commitments in reliance of GE's
29 performance on the contract.

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d. Indications of Repudiation

425. No letter similar to that which Mr. McKay had described was received from GE CAPITAL by the June 15th contract deadline and no notice of rejection of credit has been received.

426. George Frickie communicated by phone and e-mail that the GE CAPITAL performance would be at arm's length but since the financing was the benefit bargained for by Medical Supply, this did not contradict the contract.

e. Breach

427. When doubts about GE's intent to honor the contract arose, counsel for GE, GE TRANSPORTATION and GE CAPITAL each refused to confirm the repudiation.

428. The proposal accepted by George Frickie on behalf of GE's business leaders contained the executive summary of Medical Supply's business plan, including an explanation of the antitrust lawsuit with US Bancorp, et al and the financial projections for Medical Supply's entry into the market.

429. The GE defendants willfully breached their contract with Medical Supply Chain, Inc. and SAMUEL K. LIPARI with full knowledge of the benefit of the bargain negotiated upon by SAMUEL K. LIPARI and his expectations in reliance upon the contract.

COUNT IV.CAUSE OF ACTION FOR INTERFERENCE WITH BUSINESS EXPECTANCIES

430. The petitioner hereby includes and reasserts all factual averments from the four corners of the complaint and also avers the following for this claim:

431. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa intentionally interfered with the petitioner's business expectancy in capitalizing his third attempt to enter the market for hospital supplies.

432. The petitioner had (1) an oral contract with Michael W. Lynch to obtain and use his services, connections and reputation in locating a publicly traded company to merge with to underwrite the costs of entering the hospital supply market;

433. The petitioner had a valid business relationship with Michael W. Lynch and the expectancy

1 Because of the GE defendants use and the use of their agents Seyfarth Shaw and Alcoa of wire tapping,
2 private investigators, breaking an entry, government sourced intelligence and the internal court information
3 obtained through Arizona operatives, (2) the GE defendants had knowledge of the contract or relationship
4 between the petitioner and Michael W. Lynch;

5 434. The petitioner attempted to aid Michael W. Lynch in the attacks on his reputation and the assets of
6 his family members and associates and located an expert witness Sydney J. Perciful to assist Michael W.
7 Lynch, unintentionally causing the petitioner's relationship and business expectancy with Michael W.
8 Lynch to become known to the GE defendants.

9 435. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa (3)
10 intentionally interfered with Michael W. Lynch by destroying his reputation by causing him to be jailed,
11 terrorizing Lynch's wife and putting Lynch in fear for the safety of his family, trying to seize the property of
12 Lynch's family home and the property of his brother and interfering with the payroll of Lynch's brother's
13 plastics factory all for the purpose of inducing or causing a breach of Michael W. Lynch's contracts and
14 relationships with the petitioner;
15

16 436. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa took these
17 actions against the relationships and contracts between Michael W. Lynch's contracts and relationships
18 with the petitioner in the (4) the absence of justification; and
19

20 437. The GENERAL ELECTRIC defendants caused (5) damages to the petitioner, resulting from the
21 defendant's conduct that included the immediate loss of \$300,000.00 the petitioner required to capitalize
22 his entry into the hospital supply market and the two hundred million dollars the petitioner would have
23 received after splitting with the publicly traded company his profits from four years of selling hospital
24 supply products to hospitals.

25 438. The petitioner hereby includes and reasserts all factual averments from the four corners of the
26 complaint and also avers the following for this claim:
27

28 439. The GENERAL ELECTRIC defendants intentionally interfered with the petitioner's business
29 expectancy in the capital that was to be used to fund the petitioner's first attempt at entry into the hospital
30

1 supply market including denying the petitioner the return of the \$300,000.00 raised for escrow accounts.

2 440. The petitioner had (1) a written contract with US Bank and US Bancorp to capitalize his entry

3 441. into the hospital supply market, a relationship with US Bank as the petitioner's bank and an
4 expectancy that that relationship would facilitate his entry into the hospital supply market.

5 442. The GENERAL ELECTRIC defendants had (2) knowledge of the contracts, agreements and
6 relationship between the petitioner and US Bank, US Bancorp and Piper Jaffray.

7 443. The GENERAL ELECTRIC defendants (3) intentionally interfered with the petitioner obtaining
8 performance of the contract or agreement between the petitioner and US Bank, US Bancorp and Piper
9 Jaffray contracts and relationships with the petitioner by assisting and coordinating the US Bank
10 defendants defense in the (4) the absence of justification where there was no legal excuse for
11 nonperformance of the US Bank and US Bancorp contracts and agreements and the GE defendants were
12 not subject to liability or even named defendants in the action; and The GENERAL ELECTRIC defendants
13 caused (5) damages to the petitioner, resulting from the defendant's conduct that included the immediate
14 loss of \$300,000.00 the petitioner required to capitalize his entry into the hospital supply market and the
15 four hundred and fifty million dollars the petitioner would have received after four years of selling hospital
16 supply products to hospitals.
17
18

19 **PRAYER FOR RELIEF FROM THE GE DEFENDANTS**

20
21 Under *Anuhco, Inc. v. Westinghouse Credit Corp.*, 883 S.W.2d 910 (Mo App 1994) GE is responsible
22 for the expectation damages of the forward projections that it had accepted at the time it entered into
23 contract with Medical Supply. Medical Supply is able to prove it's projected profits with reasonable
24 certainty.

25 Lost future profits may be used as a method of calculating damage where no other reliable method
26 of valuing the business is available, see *Albrecht v. The Herald Co.*, 452 F.2d 124 at 129 (8th Cir. 1971).
27

28 **Expectation Damages**

29 The monetary relief sought is the contract expectation damages as determined by the business
30

1 plan summary and forward financials in possession of GE at the time the proposal was accepted and the
2 contract was formed from the GE defendants.

3 SAMUEL K. LIPARI seeks the lost profits that can be determined with reasonable certainty that
4 Medical Supply Chain, Inc. would have made for the next four years of operations, had it been allowed to
5 enter the market from the GE defendants.

6 In addition to this amount, SAMUEL K. LIPARI seeks the equity Medical Supply Chain, Inc. would
7 have gained from the purchase of the building, and the cash payment for the remainder of the lease from
8 the GE defendants.

9 The GE defendants injured the petitioner through interference with his business expectancy with
10 Michael W. Lynch resulting in two hundred million dollars (\$200,000,000.00) to the plaintiff SAMUEL K.
11 LIPARI.

12 The GE defendants injured the petitioner through interference with his business expectancy with
13 US Bank and US Bancorp resulting in four hundred and fifty million dollars (\$450,000,000.00) to the
14 plaintiff SAMUEL K. LIPARI, or some lesser difference depending upon the success of the GE Defendants
15 interference.

16 The GE defendants injured the petitioner through interference with his business expectancy with
17 obtaining a suitable business headquarters with office space and furniture to enter the national market for
18 hospital supplies from a convenient in Blue Springs

19 The total damages from the GE Defendants sought by the plaintiff SAMUEL K. LIPARI for
20 contract and interference with business expectancy claims is SEVEN HUNDRED MILLION DOLLARS
21 (\$700,000,000.00).
22
23
24

25 **PRAYER FOR RELIEF FROM LATECOMER DEFENDANTS**

26 The plaintiff seeks the following statute mandated relief:

27 **RICO Damages Under 18 U.S.C. § 1964**

28 The plaintiff was repeatedly injured by the above-described predicate acts in violation of 18 U.S.C.
29 § 1962 (c).
30

1 The plaintiff would not have been injured but for the defendants' repeated violations of
2 18 U.S.C. § 1962 (c).

3 The plaintiff was injured as a direct and proximate cause of the defendants' repeated violations of
4 18 U.S.C. § 1962 (c).

5 The plaintiff was injured in his business and property from the defendants' repeated
6 violations of section 18 U.S.C. § 1962 (c).

7 The plaintiff is entitled to joint and several redress from the defendants of four hundred and
8 Fifty million dollars (\$450,000,000.00), trebled under 18 U.S.C. § 1964 to an amount of one billion,
9 Three hundred and fifty million dollars (\$1,350,000,000.00 dollars).

10 The plaintiff seeks any other relief the court believes is just.

11 **JURY DEMAND**

12 The plaintiff respectfully requests a jury decide all questions of fact.

13
14 Respectfully submitted,

15 S/ Samuel K. Lipari

16 _____
SAMUEL K. LIPARI

17
18 **CERTIFICATE OF SERVICE**

19 The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was
20 forwarded this 20th day of January, 2010 by hand delivery, by first class mail postage prepaid, or by
21 email to:

22 BARHORST, CHRISTOPHER
23 FISHER, HOLLY L
24 SWANSON & MIDGLEY LLC
25 4600 Madison Ste 1100, Kansas City, MO 64112;
26 (816) 842-6100
27 cbarhorst@swansonmidgley.com
28 hfisher@swansonmidgley.com

29 CHAPEL RIDGE MULTIFAMILY LLC; 3460 NE
30 AKIN BOULEVARD LEES SUMMIT, MO 64064
SWANSON MIDGLEY LLC; PLAZA WEST
BUILDING, 4600 MADISON AVENUE, SUITE
1100 KANSAS CITY, MISSOURI 64112

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