

IN THE CIRCUIT COURT OF JACKSON COUNTY  
AT INDEPENDENCE

SAMUEL K. LIPARI )  
(Statutory Trustee of Dissolved )  
Medical Supply Chain, Inc.) )  
 )  
Plaintiff, )  
 )  
v. ) Case No. 0616-cv07421  
 )  
GENERAL ELECTRIC COMPANY, et al., )  
 )  
Defendants. )

ANSWER TO PLAINTIFF'S PETITION

Defendants General Electric Company, General Electric Capital Business Asset Funding Corporation and GE Transportation Systems Global Signaling, LLC (the "GE Defendants") Answer Plaintiffs Petition as follows:

1. Paragraph 1 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 1 is not a legal conclusion, the GE Defendants deny the allegations.
2. The GE Defendants deny the allegations contained in paragraph 2 of Plaintiffs Petition.
3. The GE Defendants deny the allegations contained in paragraph 3 of Plaintiffs Petition.
4. The GE Defendants deny the allegations contained in paragraph 4 of Plaintiffs Petition.
5. The GE Defendants admit that the Kansas Federal Court dismissed Plaintiffs state law claims without prejudice. The GE Defendants deny the remaining allegations contained in paragraph 5.

6. The GE Defendants state that the Tenth Circuit did not rule on the dismissal without prejudice and therefore denies that portion of paragraph 6 of the Petition. GE Defendants admit that the Tenth Circuit awarded sanctions to the GE Defendants.

7. The GE Defendants deny the allegations contained in paragraph 7 of Plaintiffs Petition.

8. The GE Defendants deny the allegations contained in paragraph 8 of Plaintiffs Petition.

9. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiffs Petition, and therefore, deny the same.

10. The GE Defendants states upon information and belief that the federal court dismissed a portion of Medical Supply Chain's claims with prejudice and refuse to exercise jurisdiction over its state law claims. The GE Defendants deny the remaining allegations contained in paragraph 10.

11. It is the GE Defendants' understanding and belief that the allegations in paragraph 11 are accurate and therefore it admits the same.

12. The GE Defendants admit the allegations contained in paragraph 12 of Plaintiffs Petition.

13. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of Plaintiffs Petition, and therefore, deny the same.

14. Paragraph 14 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 14 is not a legal conclusion, the GE Defendants deny the allegations.

15. The GE Defendants admit the allegations contained in paragraph 15 of Plaintiffs Petition.

16. The GE Defendants admit the allegations contained in paragraph 16 of Plaintiffs Petition.

17. The GE Defendants admit the allegations contained in paragraph 17 of Plaintiff s Petition.

18. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs Petition, and therefore, deny the same.

19. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiff s Petition, and therefore, deny the same.

20. The GE Defendants deny the allegations contained in paragraph 20 of Plaintiffs Petition.

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23. The GE Defendants deny the allegations contained in paragraph 23 of Plaintiffs Petition.

24. Paragraph 24 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 24 is not a legal conclusion, the GE Defendants deny the allegations.

25. Paragraph 25 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 25 is not a legal conclusion, the GE Defendants deny the allegations.

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27. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of Plaintiffs Petition, and therefore, deny the same.

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35. The GE Defendants admit that sometime around April 7, 2003, Lipari contacted George Frickie, who works for GE, regarding the building. The GE Defendants deny the remaining allegations contained in paragraph 35.

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40. The Lease Agreement speaks for itself and the GE Defendants deny any allegations in paragraph 40 that are inconsistent with or contrary to the Lease Agreement itself.

41. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of Plaintiff's Petition, and therefore, deny the same.

42. The GE Defendants admit that sometime around April 15, 2003, Lipari and Frickie discussed the status of the building. The GE Defendants deny the remaining allegations contained in paragraph 42.

43. The GE Defendants admit that Lipari and Frickie discussed various scenarios regarding the use of the building. The GE Defendants deny the remaining allegations contained in paragraph 43.

44. The GE Defendants deny the allegations contained in paragraph 44 of Plaintiffs Petition.

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55. The GE Defendants admit that on or around May 15, 2003, it received a letter from Brett Landrith. The GE Defendants state that the May 15 letter speaks for itself and denies any allegations contrary to or inconsistent with the letter. The GE Defendants deny the remaining allegations contained in paragraph 55.

56. The GE Defendants admit that George Frickie left voice messages with representatives of Plaintiff on or around May 15, 2003. The GE Defendants deny the remaining allegations contained in paragraph 56.

57. The GE Defendants admit that George Frickie sent an e-mail to Medical Supply Chain's attorney on May 15, 2003. The GE Defendants state that the May 15 e-mail speaks for itself and denies any allegations contrary to or inconsistent with the e-mail. The GE Defendants deny the remaining allegations contained in paragraph 57.

58. The GE Defendants admit that on or around May 20, 2003, representatives of Medical Supply Chain ("MSC") walked through the property in question. The GE Defendants further admit that various discussions were held during this tour of the property, including various procedures. The GE Defendants deny the remaining allegations contained in paragraph 58.

59. The GE Defendants admit that representatives of MSC went through the building in question and that various GE Transportation employees were also present during this process. The GE Defendants deny the remaining allegations contained in paragraph 59.

60. The GE Defendants admit the allegations contained in paragraph 60 of Plaintiffs Petition.

61. The GE Defendants admit that the blueprints were returned to them. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 61 of Plaintiff s Petition, and therefore, deny the same.

62. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of Plaintiffs Petition, and therefore, deny the same.

63. The GE Defendants admit that on or around May 22, 2003, Lipari spoke with Doug McKay with GE Capital and that the two of them discussed various aspects regarding the building, including mortgage proposals. The GE Defendants deny the remaining allegations contained in paragraph 63.

64. The GE Defendants admit the allegations contained in paragraph 64 of Plaintiffs Petition.

65. The GE Defendants deny the allegations contained in paragraph 65 of Plaintiffs Petition.

66. The GE Defendants deny the allegations contained in paragraph 66 of Plaintiff s Petition.

67. The GE Defendants admit that on or around June 2, 2003, Lipari and McKay had a telephone conversation regarding various aspects of Lipari's proposal. The GE Defendants deny the remaining allegations contained in paragraph 67.

68. The GE Defendants admit that MSC's corporate counsel contacted Frickie on or around June 15, 2003. The GE Defendants state that the e-mail speaks for itself and denies any allegations contrary to or inconsistent with the e-mail. The GE Defendants deny the remaining allegations contained in paragraph 68.

69. The GE Defendants admit that MSC's counsel called Frickie sometime during June of 2003. The GE Defendants deny the remaining allegations contained in paragraph 69.

70. The GE Defendants admit that a representative of MSC contacted Kate O'Leary, an attorney for one of the GE Defendants. The GE Defendants deny the remaining allegations contained in paragraph 70.

71. The GE Defendants deny the allegations contained in paragraph 71 of Plaintiffs Petition.

72. The GE Defendants admit that MSC gave GE a purported deadline with regard to the contract. However, the GE Defendants deny that there was any contract repudiation and therefore the deadline was meaningless. The GE Defendants admit that on June 10, O'Leary sent a letter to MSC regarding MSC's contacting GE. The GE Defendants state that O'Leary's letter speaks for itself and they deny any allegations in paragraph 72 that are contrary to or inconsistent with the letter itself.

73. The GE Defendants admit that MSC sent a letter to GE regarding earnest money. The GE Defendants state that the MSC letter speaks for itself and they deny any allegation in paragraph 73 that is contrary to or inconsistent with the letter itself. The GE Defendants also state that there was no contract and therefore the GE Defendants could not repudiate the contract.

74. The GE Defendants deny the allegations contained in paragraph 74 of Plaintiffs Petition.

75. The GE Defendants deny the allegations contained in paragraph 75 of Plaintiffs Petition.

76. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of Plaintiffs Petition, and therefore, deny the same.

77. The GE Defendants deny the allegations contained in paragraph 77 of Plaintiffs Petition.

78. The GE Defendants cannot ascertain what Plaintiff is alleging in paragraph 78 and therefore they deny the allegations contained in paragraph 78.

79. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of Plaintiffs Petition, and therefore, deny the same.

80. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of Plaintiff s Petition, and therefore, deny the same.

81. The GE Defendants hereby incorporate paragraphs 1 through 80 of its Answer to Plaintiffs Petition as if fully set forth herein.

82. The GE Defendants admit that Frickie and representatives of MSC exchanged phone calls and voice messages. The GE Defendants deny the remaining allegations contained in paragraph 82.

83. The GE Defendants deny that there ever was a contract between any of them and MSC and therefore deny the remaining allegations contained in paragraph 83.

84. The GE Defendants deny the allegations contained in paragraph 84 of Plaintiffs Petition.

85. The GE Defendants deny the allegations contained in paragraph 85 of Plaintiffs Petition.

86. The GE Defendants deny the allegations contained in paragraph 86 of Plaintiff s Petition.

87. Paragraph 87 of Plaintiff s Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 87 is not a legal conclusion, the GE Defendants deny the allegations.

88. Paragraph 88 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 88 is not a legal conclusion, the GE Defendants deny the allegations.

89. The GE Defendants deny the allegations contained in paragraph 89 of Plaintiffs Petition.

90. The GE Defendants deny the allegations contained in paragraph 90 of Plaintiffs Petition.

91. The GE Defendants deny the allegations contained in paragraph 91 of Plaintiff s Petition.

92. The GE Defendants deny the allegations contained in paragraph 92 of Plaintiffs Petition.

93. The GE Defendants deny the allegations contained in paragraph 93 of Plaintiffs Petition.

94. The GE Defendants admit that they allowed MSC to review the building blueprints but they deny the remaining allegations contained in paragraph 94.

95. The GE Defendants admit that Doug McKay and Lipari had discussions regarding loan issues. The GE Defendants deny the remaining allegations contained in paragraph 95.

96. The GE Defendants deny the allegations contained in paragraph 96 of Plaintiffs Petition.

97. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of Plaintiff s Petition, and therefore, deny the same.

98. The GE Defendants are uncertain as to what letter Plaintiff is referring to in paragraph 98 and therefore denies the allegations contained in paragraph 98.

99. The GE Defendants cannot ascertain what plaintiff is alleging in paragraph 99 and, therefore, they deny the allegations in paragraph 99.

100. In response to paragraph 100, the GE Defendants state that there was no contract and therefore nothing to repudiate.

101. The GE Defendants deny the allegations contained in paragraph 101 of Plaintiffs Petition.

102. The GE Defendants deny the allegations contained in paragraph 102 of Plaintiffs Petition.

103. Paragraph 103 of Plaintiffs Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 103 is not a legal conclusion, the GE Defendants deny the allegations.

104. Paragraph 104 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 104 is not a legal conclusion, the GE Defendants deny the allegations.

105. The GE Defendants deny the allegations contained in paragraph 105 of Plaintiff's Petition.

106. The GE Defendants deny the allegations contained in paragraph 106 of Plaintiff's Petition.

107. The GE Defendants deny the allegations contained in paragraph 107 of Plaintiff's Petition.

108. The GE Defendants deny the allegations contained in paragraph 108 of Plaintiff's Petition.

109. Paragraph 109 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 109 is not a legal conclusion, the GE Defendants deny the allegations.

110. Paragraph 110 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 110 is not a legal conclusion, the GE Defendants deny the allegations.

111. The GE Defendants deny the allegations contained in paragraph III of Plaintiff's Petition.

WHEREFORE, the GE Defendants pray that this Court enter its Order dismissing Plaintiff's Petition, that the relief sought herein be denied and that Plaintiff take nothing from the GE Defendants, that judgment be entered in favor of the GE Defendants and that the Court grant

the GE Defendants its costs and expenses and all other relief that the Court deems just and proper.

112. The GE Defendants deny all allegations not specifically admitted.

**AFFIRMATIVE DEFENSES**

113. Plaintiffs claims are barred because they fail to state claims upon which can be granted.

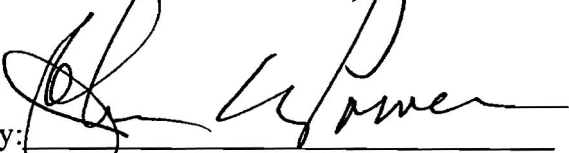
114. Plaintiffs damages, if any, should be reduced or eliminated because of estoppel, waiver or laches.

115. Plaintiffs damages, if any, should be reduced or eliminated because Plaintiff contributed to its damages.

116. Plaintiffs damages, if any, should be reduced or eliminated because Plaintiffs damages were caused or contributed by someone other than the GE Defendants.

117. Plaintiff s damages, if any, should be reduced or eliminated because of Plaintiffs own failure to perform.

HUSCH & ERPENBERGER, LLC

By: 

John V. Power, # 70448

1200 Main Street, Suite 2300

Kansas City, MO 64105

Telephone: (816) 421-4800

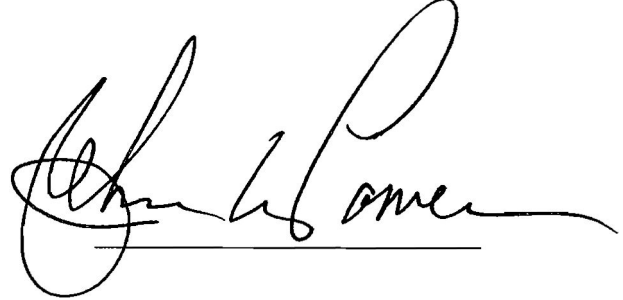
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
BUSINESS ASSET FUNDING CORPORATION  
AND GE TRANSPORTATION SYSTEMS  
GLOBAL SIGNALING, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 15 day of July, 2006, by first class mail, postage prepaid to:

Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064

A handwritten signature in black ink, appearing to read "Samuel K. Lipari", written over a horizontal line. The signature is cursive and stylized.

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

SAMUEL K. LIPARI )  
(Statutory Trustee of Dissolved )  
Medical Supply Chain, Inc.) )  
)  
Plaintiff, )  
)  
v. ) Case No. 06-0S73-CV-W-FJG  
)  
GENERAL ELECTRIC COMPANY, )  
GENERAL ELECTRIC CAPITAL BUSINESS )  
ASSET FUNDIGN CORPORATION, )  
GE TRANSPORTATION SYSTEMS GLOBAL )  
SIGNALING, L.L.C. )  
CARPET n, MORE, and )  
STEWART FOSTER )  
)  
Defendants. )

NOTICE OF REMOVAL

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI:

Pursuant to 28 U.S.c. § 1441 et seq., Defendants General Electric Company, General Electric Capital Business Asset Funding Corporation and GE Transportation Systems Global Signaling, LLC ("GE Defendants") hereby submit this Notice of Removal to the United States District Court for the Western District of Missouri, from the Circuit Court of Jackson County, Missouri. As grounds for removal, GE Defendants state as follows:

1. GE Defendants desire to exercise their right under the provision of 28 U.S.C. § 1441-1452, to remove this case from the Circuit Court of Jackson County, Missouri, in which court said cause was pending under the name and style of Samuel K. Lipari v. General Electric Company, et al, Case No. 0616-cv07421.

2. 28 U.S.C. § 1441(a) provides:

Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

3. This is a civil action that was instituted on March 22, 2006 by Plaintiff Samuel K. Lipari in the Circuit Court of Jackson County, Missouri against General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, L.L.C., Carpet n, More, Stewart Foster and Heartland Financial.

4. According to Plaintiff's Petition, plaintiff Samuel Lipari is the statutory trustee of the Missouri Corporation Medical Supply Chain, Inc. under Section 351.526 RSMo ..

5. Defendant General Electric Company is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, General Electric Company is therefore a not citizen of Missouri.

6. Defendant General Electric Capital Business Asset Funding Corporation is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, General Electric Capital Business Asset Funding Corporation is therefore not a citizen of Missouri.

7. Defendant GE Transportation Systems Global Signaling, LLC is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, GE Transportation Systems Global Signaling, LLC is therefore not a citizen of Missouri.

8. Although Heartland Financial ("Heartland") was initially a party to this action, on May 4, 2006 the Court dismissed Plaintiff's Petition against Heartland for failure to state a claim upon which relief could be granted.

9. Although Plaintiff has named Carpet n' More and Stewart Foster as Defendants to this action, Plaintiff has never served those Defendants. *See* Exhibits A and B, attached hereto and made a part hereof.

10. The facts of the parties' citizenship contained in paragraphs 4 through 9 above demonstrate complete diversity.

11. This Court has original jurisdiction of the above-entitled action pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and there is complete diversity of citizenship among the parties.

12. This Notice of Removal is timely filed in accordance with the requirements of 28 U.S.C. § 1446(b), in that it is filed within thirty days after receipt by GE Defendants of the "initial pleading" or "other paper from which it [can] be ascertained that the case is one which is or has become removable."

13. Pursuant to 28 U.S.c. § 1446(a), a copy of Plaintiffs Petition bearing Case No. 0616-cv07421 filed in the Circuit Court of Jackson County, Missouri is attached as Exhibit C.

WHEREFORE, GE Defendants serve notice that this case is removed from the Circuit Court of Jackson County, Missouri, where it is was pending, to this Court, for the exercise of jurisdiction over this action as though this case had been originally instituted in this Court.

HUSCH & EPPENBERGER, LLC

By: *lsi* John K. Power

John K. Power, # 70448  
1200 Main Street, Suite 2300  
Kansas City, MO 64105  
Telephone: (816) 421-4800  
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
BUSINESS ASSET FUNDING CORPORATION  
AND GE TRANSPORT AND SYSTEMS  
GLOBAL SIGNALING, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 17<sup>th</sup> day of July, 2006, by first class mail, postage prepaid to:

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*lsi* John K. Power

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AT INDEPENDENCE**

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<b>(Statutory Trustee of Dissolved</b>	)	
<b>Medical Supply Chain, Inc.)</b>	)	
	)	
<b>Plaintiff,</b>	)	
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<b>v.</b>	)	<b>Case No. 0616-cv07421</b>
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<b>GENERAL ELECTRIC COMPANY, et al.,</b>	)	
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<b>Defendants.</b>	)	

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58. The GE Defendants admit that on or around May 20, 2003, representatives of Medical Supply Chain ("MSC") walked through the property in question. The GE Defendants further admit that various discussions were held during this tour of the property, including various procedures. The GE Defendants deny the remaining allegations contained in paragraph 58.

59. The GE Defendants admit that representatives of MSC went through the building in question and that various GE Transportation employees were also present during this process. The GE Defendants deny the remaining allegations contained in paragraph 59.

60. The GE Defendants admit the allegations contained in paragraph 60 of Plaintiff's Petition.

61. The GE Defendants admit that the blueprints were returned to them. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 61 of Plaintiff's Petition, and therefore, deny the same.

62. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of Plaintiff's Petition, and therefore, deny the same.

63. The GE Defendants admit that on or around May 22, 2003, Lipari spoke with Doug McKay with GE Capital and that the two of them discussed various aspects regarding the building, including mortgage proposals. The GE Defendants deny the remaining allegations contained in paragraph 63.

64. The GE Defendants admit the allegations contained in paragraph 64 of Plaintiff's Petition.

65. The GE Defendants deny the allegations contained in paragraph 65 of Plaintiff's Petition.

66. The GE Defendants deny the allegations contained in paragraph 66 of Plaintiff's Petition.

67. The GE Defendants admit that on or around June 2, 2003, Lipari and McKay had a telephone conversation regarding various aspects of Lipari's proposal. The GE Defendants deny the remaining allegations contained in paragraph 67.

68. The GE Defendants admit that MSC's corporate counsel contacted Frickie on or around June 15, 2003. The GE Defendants state that the e-mail speaks for itself and denies any allegations contrary to or inconsistent with the e-mail. The GE Defendants deny the remaining allegations contained in paragraph 68.

69. The GE Defendants admit that MSC's counsel called Frickie sometime during June of 2003. The GE Defendants deny the remaining allegations contained in paragraph 69.

70. The GE Defendants admit that a representative of MSC contacted Kate O'Leary, an attorney for one of the GE Defendants. The GE Defendants deny the remaining allegations contained in paragraph 70.

71. The GE Defendants deny the allegations contained in paragraph 71 of Plaintiff's Petition.

72. The GE Defendants admit that MSC gave GE a purported deadline with regard to the contract. However, the GE Defendants deny that there was any contract repudiation and therefore the deadline was meaningless. The GE Defendants admit that on June 10, O'Leary sent a letter to MSC regarding MSC's contacting GE. The GE Defendants state that O'Leary's letter speaks for itself and they deny any allegations in paragraph 72 that are contrary to or inconsistent with the letter itself.

73. The GE Defendants admit that MSC sent a letter to GE regarding earnest money. The GE Defendants state that the MSC letter speaks for itself and they deny any allegation in paragraph 73 that is contrary to or inconsistent with the letter itself. The GE Defendants also state that there was no contract and therefore the GE Defendants could not repudiate the contract.

74. The GE Defendants deny the allegations contained in paragraph 74 of Plaintiff's Petition.

75. The GE Defendants deny the allegations contained in paragraph 75 of Plaintiff's Petition.

76. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of Plaintiff's Petition, and therefore, deny the same.

77. The GE Defendants deny the allegations contained in paragraph 77 of Plaintiff's Petition.

78. The GE Defendants cannot ascertain what Plaintiff is alleging in paragraph 78 and therefore they deny the allegations contained in paragraph 78.

79. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of Plaintiff's Petition, and therefore, deny the same.

80. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of Plaintiff's Petition, and therefore, deny the same.

81. The GE Defendants hereby incorporate paragraphs 1 through 80 of its Answer to Plaintiff's Petition as if fully set forth herein.

82. The GE Defendants admit that Frickie and representatives of MSC exchanged phone calls and voice messages. The GE Defendants deny the remaining allegations contained in paragraph 82.

83. The GE Defendants deny that there ever was a contract between any of them and MSC and therefore deny the remaining allegations contained in paragraph 83.

84. The GE Defendants deny the allegations contained in paragraph 84 of Plaintiff's Petition.

85. The GE Defendants deny the allegations contained in paragraph 85 of Plaintiff's Petition.

86. The GE Defendants deny the allegations contained in paragraph 86 of Plaintiff's Petition.

87. Paragraph 87 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 87 is not a legal conclusion, the GE Defendants deny the allegations.

88. Paragraph 88 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 88 is not a legal conclusion, the GE Defendants deny the allegations.

89. The GE Defendants deny the allegations contained in paragraph 89 of Plaintiff's Petition.

90. The GE Defendants deny the allegations contained in paragraph 90 of Plaintiff's Petition.

91. The GE Defendants deny the allegations contained in paragraph 91 of Plaintiff's Petition.

92. The GE Defendants deny the allegations contained in paragraph 92 of Plaintiff's Petition.

93. The GE Defendants deny the allegations contained in paragraph 93 of Plaintiff's Petition.

94. The GE Defendants admit that they allowed MSC to review the building blueprints but they deny the remaining allegations contained in paragraph 94.

95. The GE Defendants admit that Doug McKay and Lipari had discussions regarding loan issues. The GE Defendants deny the remaining allegations contained in paragraph 95.

96. The GE Defendants deny the allegations contained in paragraph 96 of Plaintiff's Petition.

97. The GE Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of Plaintiff's Petition, and therefore, deny the same.

98. The GE Defendants are uncertain as to what letter Plaintiff is referring to in paragraph 98 and therefore denies the allegations contained in paragraph 98.

99. The GE Defendants cannot ascertain what plaintiff is alleging in paragraph 99 and, therefore, they deny the allegations in paragraph 99.

100. In response to paragraph 100, the GE Defendants state that there was no contract and therefore nothing to repudiate.

101. The GE Defendants deny the allegations contained in paragraph 101 of Plaintiff's Petition.

102. The GE Defendants deny the allegations contained in paragraph 102 of Plaintiff's Petition.

103. Paragraph 103 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 103 is not a legal conclusion, the GE Defendants deny the allegations.

104. Paragraph 104 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 104 is not a legal conclusion, the GE Defendants deny the allegations.

105. The GE Defendants deny the allegations contained in paragraph 105 of Plaintiff's Petition.

106. The GE Defendants deny the allegations contained in paragraph 106 of Plaintiff's Petition.

107. The GE Defendants deny the allegations contained in paragraph 107 of Plaintiff's Petition.

108. The GE Defendants deny the allegations contained in paragraph 108 of Plaintiff's Petition.

109. Paragraph 109 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 109 is not a legal conclusion, the GE Defendants deny the allegations.

110. Paragraph 110 of Plaintiff's Petition states a legal conclusion which requires neither an admission nor a denial. To the extent that paragraph 110 is not a legal conclusion, the GE Defendants deny the allegations.

111. The GE Defendants deny the allegations contained in paragraph 111 of Plaintiff's Petition.

WHEREFORE, the GE Defendants pray that this Court enter its Order dismissing Plaintiff's Petition, that the relief sought herein be denied and that Plaintiff take nothing from the GE Defendants, that judgment be entered in favor of the GE Defendants and that the Court grant

the GE Defendants its costs and expenses and all other relief that the Court deems just and proper.

112. The GE Defendants deny all allegations not specifically admitted.

**AFFIRMATIVE DEFENSES**

113. Plaintiff's claims are barred because they fail to state claims upon which can be granted.

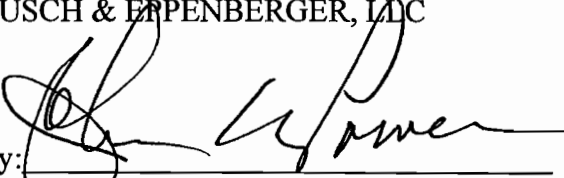
114. Plaintiff's damages, if any, should be reduced or eliminated because of estoppel, waiver or laches.

115. Plaintiff's damages, if any, should be reduced or eliminated because Plaintiff contributed to its damages.

116. Plaintiff's damages, if any, should be reduced or eliminated because Plaintiff's damages were caused or contributed by someone other than the GE Defendants.

117. Plaintiff's damages, if any, should be reduced or eliminated because of Plaintiffs own failure to perform.

HUSCH & EPPENBERGER, LLC

By: 

John K. Power, # 70448  
1200 Main Street, Suite 2300  
Kansas City, MO 64105  
Telephone: (816) 421-4800  
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
BUSINESS ASSET FUNDING CORPORATION  
AND GE TRANSPORTATION SYSTEMS  
GLOBAL SIGNALING, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 17<sup>th</sup> day of July, 2006, by first class mail, postage prepaid to:

Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064



A handwritten signature in black ink, appearing to read "Samuel K. Lipari", written over a horizontal line. The signature is fluid and cursive.



Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

3. This is a civil action that was instituted on March 22, 2006 by Plaintiff Samuel K. Lipari in the Circuit Court of Jackson County, Missouri against General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, L.L.C., Carpet n, More, Stewart Foster and Heartland Financial.

4. According to Plaintiff's Petition, plaintiff Samuel Lipari is the statutory trustee of the Missouri Corporation Medical Supply Chain, Inc. under Section 351.526 RSMo..

5. Defendant General Electric Company is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, General Electric Company is therefore a not citizen of Missouri.

6. Defendant General Electric Capital Business Asset Funding Corporation is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, General Electric Capital Business Asset Funding Corporation is therefore not a citizen of Missouri.

7. Defendant GE Transportation Systems Global Signaling, LLC is incorporated under the laws of the State of Delaware and its principal place of business is located in Connecticut. For purposes of diversity, GE Transportation Systems Global Signaling, LLC is therefore not a citizen of Missouri.

8. Although Heartland Financial ("Heartland") was initially a party to this action, on May 4, 2006 the Court dismissed Plaintiff's Petition against Heartland for failure to state a claim upon which relief could be granted.

9. Although Plaintiff has named Carpet n' More and Stewart Foster as Defendants to this action, Plaintiff has never served those Defendants. *See* Exhibits A and B, attached hereto and made a part hereof.

10. The facts of the parties' citizenship contained in paragraphs 4 through 9 above demonstrate complete diversity.

11. This Court has original jurisdiction of the above-entitled action pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and there is complete diversity of citizenship among the parties.

12. This Notice of Removal is timely filed in accordance with the requirements of 28 U.S.C. § 1446(b), in that it is filed within thirty days after receipt by GE Defendants of the "initial pleading" or "other paper from which it [can] be ascertained that the case is one which is or has become removable."

13. Pursuant to 28 U.S.C. § 1446(a), a copy of Plaintiff's Petition bearing Case No. 0616-cv07421 filed in the Circuit Court of Jackson County, Missouri is attached as Exhibit C.

WHEREFORE, GE Defendants serve notice that this case is removed from the Circuit Court of Jackson County, Missouri, where it is was pending, to this Court, for the exercise of jurisdiction over this action as though this case had been originally instituted in this Court.

HUSCH & EPPENBERGER, LLC

By: /s/ John K. Power \_\_\_\_\_

John K. Power, # 70448  
1200 Main Street, Suite 2300  
Kansas City, MO 64105  
Telephone: (816) 421-4800  
Facsimile: (816) 421-0596

ATTORNEYS FOR GENERAL ELECTRIC  
COMPANY, GENERAL ELECTRIC CAPITAL  
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AND GE TRANSPORTATION SYSTEMS  
GLOBAL SIGNALING, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 17<sup>th</sup> day of July, 2006, by first class mail, postage prepaid to:

Samuel K. Lipari  
297 NE Bayview  
Lee's Summit, MO 64064

/s/ John K. Power \_\_\_\_\_