



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing document was filed electronically with the above-captioned court, with a copy sent via email this 22nd day of May, 2008, to:

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

/s/ Jay E. Heidrick  
Attorney for Defendants

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

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

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

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

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

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

**ANSWER:**

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

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

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

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

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

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

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

Paul Land  
Paul Rogers  
Paul Verstraete  
Petter Van Zitter

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

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

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

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

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

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

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

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

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

**ANSWER:**

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

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

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

**ANSWER:**

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

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

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



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

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

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

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

Respectfully Submitted,

S/ Samuel K. Lipari

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

**CERTIFICATE OF SERVICE**

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

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ATTORNEYS FOR DEFENDANTS

S/ Samuel K. Lipari

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Samuel K. Lipari

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

**SAMUEL K. LIPARI,** )  
 )  
 **Plaintiff,** )  
 )  
 **v.** )  
 )  
 **U.S. BANCORP and** )  
 **U.S. BANK NATIONAL ASSOCIATION,** )  
 )  
 **Defendants.** )

**Case No. 2:07-cv-02146-CM-DJW**

**DEFENDANTS’ FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS TO PLAINTIFF**

Defendants hereby propound the following request for production to plaintiff to be answered within thirty (30) days of service hereof.

**DEFINITIONS AND GENERAL INSTRUCTIONS**

1. Documents Requested: The Requests set out herein call for all documents in plaintiff’s actual or constructive possession, custody, control or care, including, but not limited to those documents in the actual or constructive possession, custody, control or care of any lawyer, agent or other representative of plaintiff. If you subsequently become aware of any document called for by the Requests set out herein, you are requested to provide a copy of that document to defendants.

2. Documents Withheld: If any document is withheld under a claim of privilege or other protection, so as to aid the Court and the parties hereto to determine the validity of the claim of privilege or other protection, provide the following information with respect to any such document:

a. The identity of the person(s) who prepared the document, who signed it, and over whose name it was sent or issued;

- b. The identity of the person(s) to whom the document was directed;
- c. The nature and substance of the document with sufficient particularity to enable the Court and plaintiff to identify the document;
- d. The date of the document;
- e. The identity of the person who has custody of, or control over, the document and each copy thereof;
- f. The identity of each person to whom copies of the documents were furnished;
- g. The number of pages of the document;
- h. The basis on which any privilege or other protection is claimed; and
- i. Whether any non-privileged matter is included in the document.

3. Partial Production: If you object to a particular Request, or portion thereof, you must produce all documents called for which are not subject to that objection. Similarly, whenever a document is not produced in full for some other reason, state with particularity the reason(s) it is not being produced in full, and describe, to the best of your knowledge, information and belief, and with as much particularity as possible, those portions of the document which are not produced.

These requests call for the production of any and all responsive documents that are in your care, custody or control, including but not limited to such documents that are in the care, custody or control of your agents, servants, attorneys, advisors, accountants, managers, consultants or other persons acting on your behalf. If you are aware of any documents responsive to these requests that are in the custody of someone other than plaintiff, and you

cannot reasonably make those documents available for production, please describe the documents and identify the custodian of such documents.

4. Orderly Response: Please produce the documents called for herein either as they are kept in the usual course of your affairs, or organize them in such a manner as will facilitate their identification with the particular Request(s) to which they are responsive.

5. Time: These requests are for the period January 1, 2002 to the present unless otherwise set forth herein.

### **DEFINITIONS**

As used herein, the following definitions shall apply.

1. “DOCUMENT” includes any written, graphic or printed matter in the actual or constructive possession, custody, care or control of the addressee of this Request including, but not limited to originals (or copies where originals are not available) of correspondence, telegrams, notes, electronic mailings, or sound recordings of any type of personal or telephone conversations or of meetings or conferences, minutes of meetings, memoranda, inter-office communications, studies, analyses, reports, results of investigations, reviews, contracts, licenses, agreements, ledgers, books of account, vouchers, bank checks, invoices, charge slips, hotel charges, receipts, freight bills, working papers, statistical records, costs sheets, abstracts of bids, stenographer’s notebooks, desk calendars, appointment books, schedules, diaries, day planners, time sheets or logs, maps, electronic mail, computer data and job or transaction files, or papers similar to any of the foregoing.

2. “RELATE TO” means constituting, consisting of, pertaining to, evidencing, supporting, contradicting, reflecting, referring to, refuting, or resulting from the matter specified, including, in each instance, documents now or previously attached or appended to or used in the preparation of any document called for by each request.

3. "PERSON" and/or "PERSONS" shall include individuals, corporations, partnerships, associations, or any other form of organization or entity.

4. "PLAINTIFF," "YOU" or "YOUR" means plaintiff Samuel Lipari and Medical Supply Chain, Inc., and their agents, employees, representatives, and/or anyone acting or purporting to act on their behalf.

5. "COMMUNICATION" means every manner or means of disclosure, transfer or exchange and every disclosure, transfer, exchange of information whether oral, electronic transmission or by document, or whether face-to-face, by telephone, mail, electronic mail, personal delivery, or otherwise.

#### **DOCUMENTS REQUESTED**

1. All documents you have received from defendants, or any of their representatives or employees, at any time from January 1, 2002 to December 31, 2002.

#### **RESPONSE:**

2. All documents you provided to defendants, or any of their representatives or employees, at any time from January 1, 2002 to December 31, 2002.

#### **RESPONSE:**

3. All documents you provided to Piper Jaffray or any of its representatives or employees from January 1, 2002 through December 31, 2002.

**RESPONSE:**

4. All documents you retrieved from Doug Lewis as alleged in paragraphs 189-198 of your Complaint.

**RESPONSE:**

5. All drafts of any agreements, forms, or documents relating to any of the defendants in this case.

**RESPONSE:**

6. All agreements, forms, information, or documents relating to any of the agreements at issue in this action signed by or provided by defendants (or any of their representatives or employees) to you.

**RESPONSE:**

7. All agreements, forms, information, or documents relating to any of the agreements at issue in this action signed by you or provided by you to defendants (or any of their representatives or employees).

**RESPONSE:**

8. All documents constituting, referring or relating to the alleged escrow arrangement or agreement with defendants.

**RESPONSE:**

9. All documents referring or relating to any effort by you to obtain credit or funding from defendants.

**RESPONSE:**

10. All documents referring or relating to any personal or business account(s) with defendants.

**RESPONSE:**

11. All documents referring or relating to any efforts by you to obtain escrow agreements or arrangements with anyone other than defendants.

**RESPONSE:**

12. All documents reflecting or relating to any candidates seeking to participate in Medical Supply Chain, Inc.'s program at any time in 2000-2007.

**RESPONSE:**

13. All *pro formas*, projections, plans, business plans, analyses and reconciliations of Medical Supply Chain, Inc., whether relating to any allegation concerning the damages you allege in this action or otherwise.

**RESPONSE:**

14. All financial statements reflecting Medical Supply Chain, Inc.'s assets, liabilities, and net worth from 2002 through the date of its dissolution.

**RESPONSE:**

15. All recordings and notes of telephone calls or conversations with any employee or representative of defendants.

**RESPONSE:**

16. All voice messages left with you that you received from any employee or representative of defendants.

**RESPONSE:**

17. All recordings and transcriptions of any recording of telephone calls, voice messages, or conversations with any employee or representative of defendants.

**RESPONSE:**

18. Any and all notes, logs, journals, reports, or memoranda that you (or anyone acting on your behalf) took or maintained that discuss or otherwise reference any aspect of your claims.

**RESPONSE:**

19. Any diary, journal, day timer(s), schedule(s), or calendar(s) that you maintained from January 1, 2002 to December 31, 2002 that reflect any meetings, discussions or other notations concerning the facts supporting your claims.

**RESPONSE:**

20. All correspondence, including electronic mail, between you and any employee or representative of defendants in this action relating to any of your claims.

**RESPONSE:**

21. Any and all written statements by persons with knowledge of the facts and circumstances related to any account at issue in this action, including those by accountants, tax advisors, financial planners and any person identified as a “witness” in your Rule 26(a) disclosures.

**RESPONSE:**

22. All documents showing any action taken by you to limit losses or otherwise mitigate or minimize damages.

**RESPONSE:**

23. All documents reflecting damages you claim in this action.

**RESPONSE:**

24. Any and all documents relied upon by you in making any decisions you claim are at issue in this action.

**RESPONSE:**

25. Any and all affidavits from you and/or other potential witnesses concerning the subject matter of this action.

**RESPONSE:**

26. Any and all documents, contracts, agreements or the like that you contend control the rights and/or legal obligations of the parties to this action.

**RESPONSE:**

27. All corporate records of Medical Supply Chain, Inc. reflecting its dissolution and the distribution, allocation, and/or assignment of its assets and/or liabilities.

**RESPONSE:**

28. All documents identified in your Answers to Defendants' First Interrogatories to Plaintiff.

**RESPONSE:**

29. All documents upon which you relied or to which you referred in answering Defendants' First Interrogatories to Plaintiff.

**RESPONSE:**

30. With respect to the documents identified in your Rule 26(a) disclosures, please produce all documents that are specifically mentioned in or relate to particular allegations in your Complaint.

**RESPONSE:**

31. All documents upon which you rely to support your claim of breach of contract.

**RESPONSE:**

32. All documents upon which you rely to support your claim of fraud.

**RESPONSE:**

33. All documents upon which you rely to support your claim of breach of fiduciary duty.

**RESPONSE:**

34. All documents upon which you rely to support your claim of violation of the Missouri Trade Secrets Act.

**RESPONSE:**

35. All documents upon which you rely to support your claim of *prima facie* tort.

**RESPONSE:**

36. All documents provided by you to any of the persons identified as “witnesses” in your Rule 26(a) disclosures.

**RESPONSE:**

37. All documents received by you from any of the persons identified as “witnesses” in your Rule 26(a) disclosures.

**RESPONSE:**

38. All documents reflecting any communications with Bret Landrith from and after the date of his disbarment by the State of Kansas Supreme Court, reported at *In re Landrith*, 124 P.3d 467 (Kan. 2005) concerning any of the allegations or facts asserted in your Complaint.

**RESPONSE:**

39. All documents identified in paragraphs 108-111 of the Complaint.

**RESPONSE:**

40. All documents identified in paragraph 114 of the Complaint.

**RESPONSE:**

41. All documents identified in paragraphs 192-193 of the Complaint.

**RESPONSE:**

42. All documents identified in paragraph 197 of the Complaint.

**RESPONSE:**

43. All documents identified in paragraphs 196-197 of the Complaint.

**RESPONSE:**



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing document was delivered via electronic mail this 6th day of March 2008, to:

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

/s/ Jay E. Heidrick  
Attorney for Defendants



April 23, 2008

**Exhibit C**

**VIA ELECTRONIC MAIL**

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

**Re: *Lipari vs. U.S. Bancorp, et al.***

Dear Sam:

I received your responses to Defendants' First Interrogatories yesterday and have several questions and concerns which I will detail below:

**Interrogatory No. 1:** This interrogatory asks you to specify the precise amount of damages you are claiming; the calculation method for such damages; and to identify all persons who have knowledge of such damages. In response to this interrogatory, you set forth several claims alleging total damages of \$18,900,000,000. But you supply no factual support or basis for your calculations of \$450,000,000 in lost profits to date, or for your claim for \$450,000,000 in damages relating to the General Electric lease. You also provide no basis or information as to how you arrive at the \$1.5 billion in federal anti-trust damages you claim to have suffered – especially since there is no federal anti-trust claim in this suit. Where an interrogatory seeks specific damage calculations, non-specific answers referencing general categories of damages with no specific basis are improper. See *Continental Illinois Nat. Bank & Trust Co. of Chicago v. Caton*, 136 FRD 682, 687 (D. Kan., 1991) (holding that plaintiff may not respond to an interrogatory seeking claimed damages by merely categorizing the damages sought and referencing various financial documents). We ask that you please provide more specific information as to the basis of your damage calculations.

**Interrogatory No. 2:** This interrogatory sought contact information for each witness identified in your Rule 26(a) disclosures. You responded that you are still working on this information and would provide it when you supplement your Rule 26 disclosures. This response is insufficient. You had previously informed the defendants and the Court that you would supplement your Rule 26(a) disclosures by April 15, 2008. This has not occurred which forced the defendants to file a Motion to Compel. I request you please provide the contact information requested by this interrogatory.

**Interrogatory No. 3:** This interrogatory requested you to state the material facts upon which you base your claim that the escrow agreement is valid and enforceable as well as to identify all persons who have knowledge of such facts. In response, you stated that the escrow agreement is valid and enforceable and identified yourself, your former attorney, "the defendants Dorsey and Whitney attorney" and bank officials named in the complaint as people with knowledge of these facts. This response is insufficient. A party may not answer an interrogatory by generally referring

to pleadings or other documents. *See Williams vs. Sprint/United Management Co.*, 235 FRD 494, 501 (D. Kan., 2006). I am also unaware as to the “Dorsey & Whitney” attorney to which you refer. Finally, your response did not set forth any facts on which you base your claim that the escrow agreement is valid and enforceable. Please provide a full and complete response to this interrogatory.

**Interrogatory No. 4:** This interrogatory asked if you have a fully-executed original or copy of the escrow agreement and if so to provide a copy of it in response to Defendant’s First Request for Production of Documents. You responded that “every recipient of the original or forwarded email from Brian Kabbes has a fully-executed copy of the escrow agreement.” You then stated that you would be happy to produce your copy of the fully-executed escrow agreement. But you did not produce a copy of the document. Please provide the fully executed original or copy of the escrow agreement you contend exists.

**Interrogatory No. 5:** This interrogatory sought what efforts, if any, you have made to mitigate your damages and the identity of all persons with knowledge of such efforts. You responded by describing your lease transaction with GE Transportation. You stated that further efforts to mitigate your damages as well as all persons with knowledge of these efforts were found on your website and in documents, complaints, and other pleadings contained therein. This response is insufficient. As noted above, general references to prior pleadings and other documents are insufficient responses to interrogatories. *See Williams*, 235 FRD, at 501. Please provide a full and complete response to this interrogatory.

**Interrogatory No. 6:** This interrogatory sought all material facts which you base your claim that defendants breached any agreement with you and requested the identity of all witnesses with knowledge of such facts. In response, you referred to the statements and witnesses list in your complaint. However, this response is insufficient. Please provide a full and complete response to this interrogatory.

**Interrogatory No. 7:** This interrogatory asked you to state all material facts on which you base your claim that defendants owed you a fiduciary duty and to identify all witnesses with knowledge of such facts. Again, you generally referred to the facts and witnesses identified in your petition. As repeatedly noted above, this is improper and I request you provide a full response to this interrogatory.

**Interrogatory No. 8:** This interrogatory asks for all material facts on which you base your claim that defendants breached a fiduciary duty as well as the identity of all witnesses with knowledge of such facts. You again generally referred to the facts and witnesses identified in your complaint. This is improper and I request you please provide a full response to this interrogatory.

**Interrogatory No. 9:** This interrogatory asks for all material facts on which you claim you are the assignee of all assets to Medical Supply Chain, Inc. as well as the identity of all persons with knowledge of such facts. You responded that you dissolved Medical Supply Chain and assigned all interests and property of the corporation to yourself. You then stated “the completed form is available on-line, it was also filed in *MSCI v. Novation, LLC* and was an evidentiary exhibit served

upon counsel for Shughart Thomson & Kilroy, P.C.” Please provide me with a copy of this document as well as any other documents you claim supports your assignment of rights to bring this claim from Medical Supply.

**Interrogatory No. 10:** This interrogatory asks for all material facts upon which you base your claim that defendants violated the Missouri Trade Secrets Act and asks you to identify all persons with knowledge of such facts. You again generally referred to the facts and people identified in your petition. However, as noted above, this is improper and I request you please provide a full response to this interrogatory.

**Interrogatory No. 11:** This interrogatory requested you to state the material facts related to your allegation of fraud. In response, you stated that the misrepresentation for your fraud claim is that U.S. Bank allegedly claimed that the U.S. Patriot Act was its basis for denying your escrow accounts. You claim that was a fraudulent statement. However, you failed to provide the date the statement was made; the person who made the statement; the day you first became aware of the falsity of this statement and how you specifically relied on this statement or omission to your detriment. You again refer generally to your settlement brief as well as your complaint for the identity of further facts and people to support this contention. As noted above, this is improper and your response is incomplete. Please provide a full and complete response to this interrogatory.

**Interrogatory No. 12:** This interrogatory sought all material facts on which you state your claim of prima facie tort as well as the identity of all persons with knowledge of such facts. You again generally refer to the facts and people identified in your complaint. This is improper and I request you please provide a full response to this interrogatory.

**Interrogatory No. 13:** This interrogatory sought the identity of all persons to which you have provided copies of Medical Supply Chain’s business claim to at any time. You responded with names of several individuals but did not provide any contact information for these individuals. Please provide full contact information for these individuals including but not limited to the last known address, phone number, and email address.

**Interrogatory No. 14:** This interrogatory asks you to identify all of the candidates who contacted Medical Supply Chain to enroll in its programs as referenced in your complaint as well as the 15 candidates mentioned in paragraph 80 and the 10 candidates mentioned in paragraph 81 of your complaint. You listed approximately six pages of individuals in response to this interrogatory. However, you failed to provide any contact information for any of these individuals. Please provide full contact information for these individuals including but not limited to the last known address, phone number, and email address.

**Interrogatory No. 15:** This interrogatory requested you to specifically state the name of the U.S. Treasury fund or Treasury fund’s vehicle mentioned in your complaint, the identity of all documents which you rely on to make this allegation and the factual basis for your allegations that the referenced funds were owned by U.S. Bancorp. In response to this interrogatory, you provided a long quotation from a website that does not seem to provide any information related to your lawsuit.

Rather, the response describes allegations of misconduct against U.S. Bank that occurred in 2004. This website and the unsubstantiated allegations have absolutely no bearing on the U.S. Treasury Fund you allege is at issue in this lawsuit. Please provide a full response to this interrogatory.

**Interrogatory No. 16:** This interrogatory sought all material facts which support your claim that the defendants misappropriated your trade secrets. The interrogatory also requested you to identify all persons with knowledge of such facts and documents referring or relating to such facts. You generally refer to the persons and facts identified in your complaint. However, as noted above, this is improper and I request you provide a full response to this interrogatory.

**Interrogatory No. 17:** This interrogatory sought all facts which you rely on for your allegation that U.S. Bancorp, its officers and employees, and U.S. Bancorp Piper Jaffray acquired unconsented knowledge of your trade secrets. The interrogatory also asked the identity of all persons and documents to support such facts. You again generally refer to the facts and people referenced in your complaint. This is improper and I request that you provide a full response to this interrogatory.

**Interrogatory No. 18:** This interrogatory sought material facts related to your contention that defendants circulated derogatory financial information about MSCI as well as the identity of all persons with knowledge of such facts and all documents referring or relating to such facts. You responded with a list of alleged actions taken by Shughart Thomson & Kilroy and "Clark Fisher." However, nothing in your answer refers to financial information about MSCI. Your answer is insufficient and I request you provide a response to the question posed in the interrogatory.

**Interrogatory No. 19:** This interrogatory sought all material facts which you rely on to support your allegations that U.S. Bank placed warning notes against MSCI officers on its computer system. The interrogatory also requested that you identify all witnesses with knowledge of such facts as well as documents relating to such facts. In your response, you generally state that you and Mr. Bret Landrith had difficulty cashing and depositing checks in 2003 and 2004. You also describe an instance in 2007 when Mr. Landrith had difficulty cashing a check drawn on HomeQuest Mortgage. You then state that U.S. Bank should be producing "the notices in U.S. Bank's computer system." Please identify what specific notices you are referring to. Please also clarify if these are the only instances and facts you are relying on to support this allegation.

**Interrogatory No. 20:** This interrogatory requested you to identify all facts which you rely on to support your claim that defendants disparaged you and MSCI's legal claims against U.S. Bank and U.S. Bankcorp. The interrogatory also requested you to identify all persons with knowledge of such facts and all documents to support such facts. In response, you generally allege that Shughart Thomson & Kilroy has engaged in extrinsic fraud or *ex parte* communications with Judicial Branch employees. However, you fail to name any employees of either the Kansas Judicial Branch or Shughart Thomson & Kilroy. You also fail to identify any dates or the specifics which you claim such fraud occurred. Please provide the full response that sets forth the facts you claim support these serious allegations as well as identify the documents and people which support this allegation.

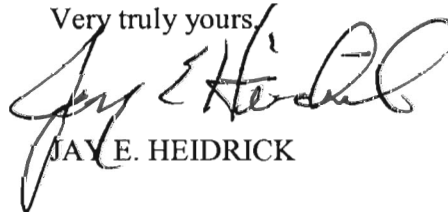
Mr. Samuel Lipari  
April 23, 2008  
Page 5

**Interrogatory No. 21:** This interrogatory asks you to state the specific date you allege the defendants breached the escrow agreement with MSCI. In response, you provide no date, but instead repeatedly cite to your interpretation of the law of repudiation. Please answer this interrogatory and provide the date which you claim U.S. Bank breached the alleged escrow agreement.

**Interrogatory No. 22:** This interrogatory asks you to identify all banks or other financial institutions which MSCI sought to obtain escrow services from after defendants allegedly breached the escrow agreement. In response, you state that you sought escrow services from an attorney at Shook Hardy & Bacon but failed to list any bank which you have sought to provide escrow services for MSCI. Please confirm that MSCI has not sought escrow services from any other bank since the date defendants allegedly breached the purported escrow agreement.

**Responses to Requests for Production.** Along with their first set of interrogatories, defendants served their First Set of Requests for Production. To date you have not provided any responses to these requests which are approximately two weeks past due. Please provide your responses and supporting documentation to those requests. Since the responses are past due and any objections have been waived, we hope to receive complete responses to our requests.

Thank you for your attention to this matter. As always, we would like to resolve this discovery dispute without court intervention. To that end, we request that you address the above issues no later than **May 2, 2008**. If we do not hear from you by that time, or otherwise resolve this dispute, we will be forced to take action with the Court. Please consider this letter a good-faith attempt to resolve this discovery dispute. If you have any questions or feel that a phone conference would be beneficial, I would be happy to speak with you. In the meantime, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,  
  
JAY E. HEIDRICK

JEH:jah  
Enclosure  
cc: Mark A. Olthoff, Esq.

**Exhibit D****Jay Heidrick**

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**From:** Jay Heidrick  
**Sent:** Tuesday, May 06, 2008 1:41 PM  
**To:** 'Samuel Lipari'  
**Cc:** Jay Heidrick; Mark Olthoff  
**Subject:** RE: Lipari v US Bancorp partial settlement response

Sam-

The only settlement offer from you that I am aware of is the offer made on February 10, 2008 which was rejected by letter on February 18.

As for the Golden Rule letter, I would like to have your response to the letter by Monday, May 12. Thanks.

Jay

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**From:** Samuel Lipari [mailto:Saml@MedicalSupplyChain.com]  
**Sent:** Monday, May 05, 2008 6:19 PM  
**To:** Jay Heidrick  
**Subject:** RE: Lipari v US Bancorp partial settlement response

Hi Jay,

I am attempting to address the concerns in your Golden Rule letter. I have noticed I have not received a response from US Bancorp and US Bank regarding my partial settlement offer that would relieve the defendants of the major share of their financial liability providing Shughart Thomson & Kilroy undoes some of its misconduct. Best regards, S~

Samuel Lipari  
Medical Supply Chain  
297 NE Bayview  
Lee's Summit, MO 64064  
Phone: 816.365.1306  
[Saml@MedicalSupplyChain.com](mailto:Saml@MedicalSupplyChain.com)  
[www.MedicalSupplyChain.com](http://www.MedicalSupplyChain.com)

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5/22/2008