

**IN THE STATE OF MISSOURI
JACKSON COUNTY DISTRICT COURT
AT INDEPENDENCE, MISSOURI**

SAMUEL K. LIPARI)	
(Assignee of Dissolved)	
Medical Supply Chain, Inc.))	
<i>Plaintiff</i>)	
)	Case No. 0816-cv-04217
vs.)	
)	
Novation,LLC <i>et al.</i> ,)	
<i>Defendants</i>)	

SUGGESTION IN OPPOSITION TO LIMITED APPEARANCE

Comes now, the plaintiff Samuel K. Lipari appearing pro se and respectfully opposes the defendants The Piper Jaffray Companies and Andrew S. Duff’s contention they are not under the jurisdiction of this court.

SUGGESTION IN OPPOSITION

The defendants are in error over their arguments on service of process. The defendants The Piper Jaffray Companies and Duff are not residents of Missouri. The Missouri rules require that the service in a foreign state be made by a person authorized to make service in that state. The service was made in Kansas. The plaintiff and his agents are authorized to make service on corporations and the offices of employers of individual defendants in Kansas.

The defendants The Piper Jaffray Companies and Duff were subject to the plaintiff’s service under R.S.Mo. 54.06:

“Rule 54.06 Service Outside the State on Persons, Firms or Corporations Who do Certain Acts in This State

Service outside the state sufficient to authorize a general judgment in personam may be obtained upon any person, executor, administrator or other legal representative, firm or corporation, whether or not a citizen or resident of this state, who in person or through an agent does any of the acts enumerated in this Rule 54.06:

- Transacts any business within this state;
- Makes any contract within this state;
- Commits a tortious act within this state;
- Owens, uses or possesses any real estate situated in this state;
- Contracts to insure any person, property or risk located within this state at the time of contracting;...

The plaintiff’s agent was authorized to serve process in Kansas under Kansas law. K.S.A. Chapter 60, Article 3 – Process. The applicable part of the statute K.S.A. 60-303 (c) states:

“(c) Personal and residence service.

(1) When the plaintiff files a written request with the clerk for service other than by certified mail, service of process shall be made by personal or residence service. Personal service shall be made by delivering or offering to deliver a copy of the process and accompanying documents to the person to be served. Residence service shall be made by leaving a copy of the process and petition, or other document to be served, at the dwelling house or usual place of abode of the person to be served with some person of suitable age and discretion residing therein. If service cannot be made upon an individual, other than a minor or a disabled person, by personal or residence service, service may be made by leaving a copy of the process and petition, or other document to be served, at the defendant's dwelling house or usual place of abode and mailing a notice that such copy has been left at such house or place of abode to the individual by first-class mail.”

Kansas restricts service of attachments and other levies to court appointed process servers or the county sheriff under K.S.A. 60-303(c)(3) but the service of process in the initiation of a lawsuit is not a levy, writ of execution, order of attachment, replevin order, order for delivery, writ of restitution or writs of assistance subject to K.S.A. 60-303(c)(3).

The plaintiff's process was properly served on the defendant The Piper Jaffray Companies' office under K.S.A. 60-304 Service of process, on whom made; subsection (e):

“(e) Corporations and partnerships. Upon a domestic or foreign corporation or upon a partnership or other unincorporated association, when by law it may be sued as such, (1) by serving an officer, partner or a resident, managing or general agent, or (2) by leaving a copy of the summons and petition at any business office of the defendant with the person having charge thereof, or (3) by serving any agent authorized by appointment or required by law to receive service of process, and if the agent is one authorized by law to receive service and the law so requires, by also mailing a copy to the defendant. Service by certified mail on an officer, partner or agent shall be addressed to such person at the person's usual place of business.”

The plaintiff's process was properly served on the defendant Duff's office under K.S.A. 60-304 Service of process, on whom made; subsection (h):

“(h) Service upon an employee. If the plaintiff or the plaintiff's agent or attorney files an affidavit that to the best of the affiant's knowledge and belief the defendant is a nonresident who is employed in this state, or that the place of residence of the defendant is unknown, the affiant may direct that the service of summons or other process be made by the sheriff or other duly authorized person by directing an officer, partner, managing or general agent, or the person having charge of the office or place of employment at which the defendant is employed, to make the defendant available for the purpose of permitting the sheriff or other duly authorized person to serve the summons or other process.”

The plaintiff can amend the affidavit by obtaining the notarized signature of his service agent or in the alternative if directed by the court reserve the defendants by serving the Missouri Secretary of State. The issue may be moot however. The plaintiff mistakenly thought his claims may be subject to the savings statute. However, the litigation in the concurrent federal case is still continuing. Also, the facts determined

by the plaintiff on information and belief and averred in the present complaint describe Piper Jaffray and Duff's guarantee to US Bancorp to reimburse the publicly traded bank holding company for losses from the antitrust misconduct of the former US Bancorp Piper Jaffray, the predecessor in interest to the defendant The Piper Jaffray Companies. Such an agreement is itself a violation of antitrust law and against public policy and is part of the present complaint's averments of subsequent chargeable conduct that has been brought before this court within the applicable statutes of limitation.

Respectively submitted,

S/Samuel K. Lipari

Samuel K. Lipari
Pro se

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 12th day of June, 2008, by first class mail postage prepaid to:

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