

**IN THE CIRCUIT COURT OF JACKSON COUNTY
AT INDEPENDENCE**

SAMUEL K. LIPARI)	
Assignee of Dissolved)	
Medical Supply Chain, Inc.))	
<i>Plaintiff</i>)	
)	
vs.)	
)	
GENERAL ELECTRIC COMPANY,)	Case No. 0616-cv07421
GENERAL ELECTRIC CAPITAL)	
BUSINESS ASSET FUNDING CORP.,)	
GE TRANSPORTATION SYSTEMS)	
GLOBAL SIGNALING, L.L.C.)	
CARPET & MORE)	
STEWART FOSTER)	
HEARTLAND FINNCIAL)	
<i>Defendants</i>)	

NOTICE OF MISNOMER REGARDING PLAINTIFF

Comes now the petitioner, SAMUEL K. LIPARI appearing *pro se*. SAMUEL K. LIPARI gives notice he was incorrectly identified in the complaint as a statutory trustee for the dissolved Missouri Corporation Medical Supply Chain, Inc. Instead, SAMUEL K. LIPARI is the assignee of the dissolved corporation's contractual rights.

SAMUEL K. LIPARI was the founder, incorporator and sole officer of the now dissolved Medical Supply Chain, Inc.

On January 27th, 2006 SAMUEL K. LIPARI assigned the assets of the corporation including its contract based rights against the defendants to himself. See attachment 1.

The transfer of Lipari's dissolved corporation's interest in its state law contract claims was an assignment.

Assignment is Permitted Under Missouri Law

Missouri law provides for assignment of interest from a dissolved corporation to its founding chief executive officer:

"The assignment by Deer Wood to Smith of its rights, title and interest under the purchase contract is within the bounds of "winding up" its business and affairs after the corporation was dissolved. § 351.476.1(5). We find assignment of contract rights of a dissolved corporation to be allowable under Missouri law.

Section 351.525 mandated every statutory trustee to be named in a suit after dissolution of a corporation. However, § 351.525 was repealed on May 29, 1991. Because of this statute's repeal, with no provision under current Missouri law replacing it, we find that Deer Wood's assignment of its rights, title and interest under the contract is valid."

Smith v. Taylor-Morley, Inc., 929 S.W.2d 918 (Mo. App. E.D., 1996)

Proper Party

SAMUEL K. LIPARI is the proper party with standing to be the plaintiff in this action:

"Mere misnomer of a corporate defendant in words and syllables is immaterial, provided there is no substantial mistake so as to indicate a different entity, it is duly served with process, and the corporation could not have been, or was not, misled." Martin v. Signal Dodge, Inc., 444 S.W.2d 29, 31

(Mo.App.E.D.1969). This logic is wholly applicable to the instant situation even though it is the corporate plaintiff that was misnamed rather than the corporate defendant. **Appellants' initial pleading explained their identity as "statutory trustees for Revesco, Inc., an administratively dissolved Missouri corporation."**

Respondents do not even suggest that they were in any way prejudiced, misled or confused by appellants' nominal mistake. The trial court erroneously applied the law in granting judgment for respondents on this basis.

Gunter v. Bono, 914 S.W.2d 437 at 440 (Mo. App. E.D., 1996).

Respectfully Submitted,

Samuel K. Lipari
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Pro se

Certificate of Service

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

John K. Power, Esq. Husch & Eppenberger, LLC 1700 One
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