

1 APPENDIX FIVE

2 **Plaintiff's Business Relationship With GE, GE CAPITAL and GE**  
3 **TRANSPORTATION**

3 The following statement of facts describes the business relationship of the petitioner Samuel K. Lipari with GE, GE CAPITAL and GE TRANSPORTATION which was tortiously interfered with by the Missouri antitrust defendants as the facts were presented in the petitioner's litigation against GE, GE CAPITAL and GE TRANSPORTATION. The word "defendants" herein refers to GE, GE CAPITAL and GE TRANSPORTATION.:

4 General Electric Company, (herein "GE"), Missouri registered agent: C T Corporation System, 314 North Broadway, St. Louis, Mo 63102.

5 General Electric Capital Business Asset Funding Corporation, (herein "GE CAPITAL") Missouri registered agent: The Company Corporation 120 South Central Avenue Clayton, Mo 63105.

6 GE Transportation Systems Global Signaling, L.L.C. (herein "GE TRANSPORTATION") Missouri registered agent C T Corporation System, 120 South Central Avenue, Clayton Mo 63105.

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

8 The GE entities knew Medical Supply intended to use the transaction to capitalize its entry into the hospital supply market and that it was the victim of antitrust conspirators using the USA PATRIOT ACT to prevent it from getting capital by conventional means. GE corporate "business leaders" approved the transaction obligating GE Capital's underwriting based on Samuel K. Lipari's business plan and Medical Supply's ability to pay as detailed in Medical Supply's forward looking financials.

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

10 Both the GE entities and Medical Supply partially performed the terms of the contract. GE caused the breach of the contracts when GE Medical and the electronic hospital supply marketplace GHX LLC

created by GE interfered to prevent Medical Supply from getting capitalization through the contract to enter the hospital supply marketplace. GHX, GE and GE Medical are openly part of an unlawful hospital supply cartel with Novation LLC that had previously prevented Medical Supply from capitalizing its entry into the hospital supply market.

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

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

13 Jeffrey R. Immelt, the former president of GE Medical, Inc. knew he had succeeded Jack Welch as CEO of General Electric because GE's hospital supply business units had successfully maintained an anticompetitive market in U.S. hospital supply purchasing permitting GE to pass on higher prices to the hospital consumers and because of this the General Electric Company was under a consent order with the U.S. Department of Justice requiring the corporation to sell a medical imaging unit and refrain from future anticompetitive conduct at the time Medical Supply Chain, Inc. brought its original breach of contract and antitrust complaint against the GE defendants including Jeffrey R. Immelt. Immelt made it an essential priority for the General Electric defendants, their agents and their hospital supply cartel co-conspirators to have the petitioner's complaint dismissed at all costs.

14 Under Jeffrey R. Immelt's direction and control, Immelt's personal and corporate agents made repeated misrepresentations to state and federal judicial branch staff and attempted to influence them unlawfully, largely *ex parte* and unreported to the petitioner in order to have Medical Supply, the petitioner, his cause and his counsel destroyed.

15 The petitioner appealed the district court dismissal of his antitrust claims resulting from Rule 12 (b)

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6 pleadings filed by John K. Power, Jonathan I. Gleklen and Ryan Z. Watts deliberately misstating the law so that the petitioner's complaint would be erroneously thrown out for not making General Electric's independent co-conspirator Neoforma, Inc. a defendant. The dismissal was accomplished through the hostile climate in the court created *ex parte* by GE's legal representatives and Mark A. Olthoff, Steven D. Ruse, James P. O'Hara of the law firm Shughart Thomson & Kilroy, all representing Immelt's cartel co-conspirators and the cartel feared Immelt's deception would be discovered.

16 Jeffrey R. Immelt directed his legal team to file a counter appeal in an abuse of process to obtain sanctions against the petitioner that the trial court had denied. Through this overt action and an accompanying unlawful influence over Patrick J. Fisher, Jr., the Clerk of the Tenth Circuit U.S. Court of Appeals and law clerks for the court in a deliberate use of social networking between government officials in a pattern modeled after the Mississippi Sovereignty Commission and that eventually included the U.S. District Attorney for Kansas, Eric F. Melgran and Bradley J. Schlozman working in the U.S. Department of Justice and later installed as the US Attorney for the Western District of Missouri.

17 The resulting appeal decision upholding the erroneous dismissal and correctly reversing the trial court on whether sanctions could have been issued went on to vilify the petitioner and his representation for naming Jeffrey R. Immelt as an antitrust defendant and in doing so the opinion contradicted clearly established Tenth Circuit precedents on identical facts along with the controlling federal case law. The following day the US Supreme Court docketed the appeal of similar and equally unusual sanctions in the antitrust action against the cartel co-conspirators by the petitioner's attorney.

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

order stating the Tenth Circuit had directed Hon. Judge Carlos Murguia to order Jeffrey R. Immelt by name to personally file for the sanctions Immelt had succeeded in appealing but had not pursued in the year following remand. Immelt declined to appear or resubmit himself to the jurisdiction of the court and directed a letter be sent on his behalf by his personal counsel Jonathan I. Gleklen.

19 The petitioner's state law based contract claims against the GE defendants had been dismissed without prejudice and the petitioner exercised his right to file them where the injury occurred in Jackson County Missouri. Jeffrey R. Immelt attempted to conceal the continuing contractual liability to the petitioner in Securities and Exchange Commission mandated filings from his board of directors to prevent GE's role in the unlawful hospital supply cartel to be exposed.

20 The petitioner had earlier relied on the public filings of Neoforma, Inc., enraging Immelt. Jeffrey R. Immelt had through the aid of U.S. Deputy Attorney General Paul J. McNulty and the McNulty Memo authored in December 2006 to prevent the Northern District of Texas US Attorney's office investigating Novation, LLC's theft of member hospital funds and their money laundering through the petitioner's electronic marketplace competitor from obtaining the corporate papers of Neoforma, Inc. without Main Justice and Karl Rove's approval .

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

22 Jeffrey R. Immelt directed his defense to attempt to unlawfully influence the Independence, Missouri court in deliberately fraudulent filings, a fraudulent removal to federal court and by acting *ex parte* to prevent the petitioner from obtaining counsel using the disbarment of the petitioner's previous counsel, the vilifying rulings and sanctions all knowingly obtained by Immelt through unlawful influence over the court and by using the Mississippi Sovereignty Commission style networking employed by Immelt to destroy the petitioner and his associates. The fear of GE's influence was so great and visibly no constitutional rights or laws could protect even officers of the court that the petitioner could not obtain counsel even when his contract claims survived dismissal.

23 Still Jeffrey R. Immelt feared the discovery of his role in the Novation LLC hospital supply cartel and when the petitioner attempted to receive an order compelling the GE defendants to mediation and to produce discovery, Jeffrey R. Immelt caused his defense counsel John K. Power Mo. Lic. #35312, Leonard L. Wagner MO. Lic. #39783 to repeatedly lie to the court, falsely stating that they had attempted to schedule mediation and falsely stating that the petitioner's discovery requests were not identified as to their relativity to the petitioner's complaint when each numbered production request was indexed to the particular paragraph of the complaint it was related to.

24 While Jeffrey R. Immelt perpetrated this misrepresentation on the court and General Electric was liable for over \$60,000.00 dollars in daily interest on contract based claims he could not escape, Jeffrey R. Immelt turned to the Illinois law firm of Seyfarth Shaw LLP to take over direction of the Independence, Missouri defense through extortion of the petitioner. Seyfarth Shaw LLP obtained an order from Hon. Judge Mark Filip, of the Federal District Court in Chicago, Illinois who was nominated to replace Deputy Attorney General McNulty to force the petitioner to testify without counsel on his relationship to the financier Michael Lynch, knowingly causing the petitioner to fear for his safety and evidencing no intention to follow through on the mediation the GE defendants had promised the state court.

25 Realizing the defendants had again openly and notoriously committed fraud on the 16<sup>th</sup> Circuit, Missouri court, the day after the petitioner's settlement offer to Jeffrey R. Immelt expired, Hon. Judge Michael W. Manners granted the petitioner leave to amend his complaint to include the following racketeering and racketeering conspiracy based claims against the defendants that occurred subsequent to

previous litigation with the requisite specificity to meet the current federal RICO pleading requirements and RICO conspiracy averment requirements in light of *Bell Atlantic v. Twombly*, No. 05-1126, 2007 WL1461066 (May 21, 2007) determination that Sherman Act conspiracy on which RICO is based requires more than notice pleading.

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

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

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

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

29 The building was not occupied so Samuel K. Lipari made a verbal offer to sub-lease a portion of the building.

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

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

32 The new leasing agent Karbank told Samuel K. Lipari that GE was the lessee seeking to sub-lease the building due to their vacating the building after GE Transportation bought out Harmon Industries.

33 The building was still not occupied so again Samuel K. Lipari made a verbal offer to lease a portion of the building.

34 Karbank declined his offer indicating GE corporate properties would not accept anything less than

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leasing the entire building.

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

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

37 Samuel K. Lipari requested the name of the owners and George Frickie gave him the name and number of Mr. Barry Price with Cherokee Properties L.L.C.

38 Samuel K. Lipari contacted Barry Price, and he was referred to Mr. Scott Asner who also had a substantial interest in the building.

39 While speaking with Mr. Asner he provided Samuel K. Lipari the background and current details on the building lease with GE, terms and a price to purchase the building.

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

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

42 On or about April 15th, 2003 Samuel K. Lipari contacted George Frickie with GE Commercial Properties and indicated that he had an interest in purchasing the building. Samuel K. Lipari asked George Frickie if GE had an interest in buying out the remainder of their lease so that Medical Supply could occupy the building following the purchase.

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

44 On or about May 1st, 2003 Samuel K. Lipari tentatively contacted several local Banks, knowing that US Bank had threatened his company with a malicious USA PATRIOT ACT report to keep Medical Supply from entering the hospital supply market where US bank was affiliated with Neoforma, an existing electronic marketplace for healthcare supplies.

45 Samuel K. Lipari knew Medical Supply could not get a loan because of the threat and extortion of the USA PATRIOT ACT, but knew he needed inputs from bankers familiar with the commercial real estate

market in Blue Springs, MO.

46 Samuel K. Lipari felt Medical Supply could form a holding company to obtain the property without US Bank realizing, and could then enter the hospital supply market.

47 Samuel K. Lipari spoke with Mr. Allen Lefko President of Grain Valley Bank, Mr. Pat Campbell branch manager of Gold's Bank and Mr. Randy Castle Senior Vice-President of Jacomo Bank.

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

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

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

51 Mrs. Mark suggested Samuel K. Lipari propose a mortgage arrangement directly to Mr. Frickie with GE Corporate.

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

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

#### **Offer**

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

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Dear Mr. Fricke:

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

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

GE Capital or its underwriter would need to provide Medical Supply Chain, Inc. a twenty-year

Mortgage at 5.4% on the full purchase price of 6.4 million dollars, with a moratorium on the first full year of mortgage payments. The City of Blue Springs would be paid the balance of lease payments for the land (\$800,000.00) or in the alternative, the mortgage will include an escrow account to complete the lease and purchase of the land on its original terms. GE

Capital can provide or designate the closing agent and would be required to provide 5.4 million dollars to Cherokee South, L.L.C. and your division's check for the remainder of the lease payable to Medical Supply Chain, Inc. along with a bill of sale for the buildings furniture and equipment. This closing would need to be completed by June 15th, 2003. Please contact us at your receipt of this offer and provide us a contact person for GE Capital or its mortgage agent.

Bret D. Landrith

#### **Oral Acceptance Affirming Meeting of the Minds**

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

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

57 May 15<sup>th</sup> 2003 taped voice mail message recorded by George Frickie.

### **Verification, A Writing Meeting Statute of Frauds**

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

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

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

### **Conduct Consistent With Contract**

59 On or about May 20<sup>th</sup>, 2003, Medical Supply was given a walk through of the property to inventory the buildings furniture and fixtures and discuss building maintenance and operational procedures.

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

61 Mr. Phillips also provided the construction blueprints of the building and allowed Samuel K. Lipari to make copies.

62 Samuel K. Lipari returned the blueprints after copies were made.

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

64 On May 22<sup>nd</sup>, 2003 Samuel K. Lipari spoke to Mr. Doug McKay with GE Capital who had called earlier that week with regard to the mortgage outlined in Medical Supply's proposal.

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

66 Samuel K. Lipari indicated that he could meet him the following Tuesday because Medical Supply

had a loan package for him that included its financials, the proposal that George Frickie and GE's business leaders accepted, the letter of intent from the owners Cherokee Properties LLC and Medical Supply's Dunn & Bradstreet report showing Medical Supply's good credit rating and strong financial condition.

67 Samuel K. Lipari gave the information to Mr. McKay and Mr. McKay indicated he needed to speak with GE Transportation to see how they wanted to handle the terms of the accepted proposal.

### **Conduct Suggesting Repudiation**

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

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

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

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

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

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

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

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

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

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

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

79 In March 2006 GE CAPITAL funded the purchase of Neoforma, an electronic marketplace competitor of Medical Supply Chain, Inc.

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

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

#### **GENERAL ELECTRIC DEFENDANTS' INTERFERENCE WITH SUBSEQUENT ATTEMPTS TO CAPITALIZE PETITIONER'S ENTRY INTO HOSPITAL SUPPLY MARKET**

82 The petitioner attempting to obtain capital inputs a third time to enter the hospital supply market through a Chicago Illinois financier named Michael W. Lynch was stopped again by the GE defendants. Hon. Judge Eugene R. Wedoff, the Chief Bankruptcy Judge of the Northern District of Illinois has revealed to the Federal Bureau of Investigation the defendants' widespread use of offshore funds in the continuation of a "Greylord" racketeering enterprise effecting the outcomes of federal court cases in several states where General Electric's interest in a cartel member's monopoly market share is at stake. The evidence shows GE Capital, a defendant in this case and its financial client Alcoa furthered General Electric's interests by influencing the outcome of any action threatening General Electric's monopolies or actions to retaliate against witnesses who threatened General Electric's monopolies.

83 Michael W. Lynch provided evidence to Western District US Attorney Bradley J. Schlozman discovered in April 2006 that a \$39,000,000.00 bribery fund was being used to secure outcomes in court

cases including the shift of unfunded pension obligations of McCook Metals, Inc. to the Pension Benefit Guaranty Board (PBGC) at the expense of US taxpayers despite the obligation of Alcoa Aluminum financed by General Electric, pursuant to Alcoa's acquisition of Reynolds Metals, under ERISA law.

84 On July 1st, 2007 Hon. Judge Eugene R. Wedoff stepped down as Chief Bankruptcy Judge of the Northern District of Illinois. As a result of federal government investigations of illegal conduct that the petitioner believes was a protection selling racketeering scheme, Bradley J. Schlozman has resigned his current position at main justice, Deputy Attorney General Paul McNulty who authored the memo used by the GE CEO Jeffrey R. Immelt and the General Electric defendants to conceal the financial records of Neoforma and defeat the Sarbanes - Oxley Act of 2002 as described in the petitioner's underlying complaint has also resigned.

#### **GENERAL ELECTRIC DEFENDANTS' INTERFERENCE WITH RECOVERY OF PETITIONER'S CAPITALIZATION FOR ENTRY INTO HOSPITAL SUPPLY MARKET FROM US BANK DEFENDANTS**

85 The GE defendants Jeffrey R. Immelt, GE Capital and GE Transportation coordinated their defense of Medical Supply's action with the US Bank defendants US Bancorp and US Bank along with Jerry A. Grundhoffer, Andrew Cesere, Piper Jaffray Companies and Andrew S. Duff to defeat the petitioner's claims for injunctive and declaratory relief resulting from his first attempt to enter the market for hospital supplies.

86 On January 29, 2004, March 4, 2004, April 2, 2004 US Bancorp's counsel, Nicholas A.J. Vlietstra and Piper Jaffray's counsel Reed coordinated their appeal (10th C.C.A. 03-3342) with the GE defense. The GE defendants included the action against the US BANCORP defendants and Unknown Healthcare Provider as a related appellate case in (10th C.C.A. 04-3075) and used the US BANCORP order as a basis for a cross appeal (10th C.C.A. 04-3102) challenging the failure of the trial court to grant sanctions against Medical Supply. The GE Defendants decided to rely on the continuing efforts to illegally influence the Kansas District Court and Tenth Circuit Court of Appeals to uphold the trial court's erroneous ruling. The cartel also renewed their efforts to have Medical Supply's sole counsel disbarred, knowing that an extensive search for counsel by Medical Supply had resulted in 100% of the contacted firms being

conflicted out and actually effected a frenzy of disbarment attempts against Medical Supply's counsel in the period from December 14, 2004 to February 3rd, 2005, originating from US Bancorp and US Bank's agent Shughart Thomson and Kilroy's past and current share holders.

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