IN THE STATE OF MISSOURI
JACKSON COUNTY SIXTEENTH CIRCUIT COURT

SAMUEL K. LIPARI, *Plaintiff,* v. CHAPEL RIDGE MULTIFAMILY LLC , SWANSON MIDGLEY LLC CHRISTOPHER BARHORST HOLLY L. FISHER REGUS PLC REGUS MANGEMENT GROUP LLC LIANNE ZELLMER WELLS FARGO WACHOVIA DEALER SERVICES INC. TROPPITO & MILLER LLC CHRIS M. TROPPITO NICHOLAS L. ACKERMAN TONY R. MILLER *Defendants*.	) Case No. _____	RICO Mail and Wire Fraud RICO Conspiracy Under 18 U. S. C. § 1961, *et seq*. **Jury Trial Requested**

AFFIDAVIT OF PLAINTIFF SAMUEL K. LIPARI
Observed and Documented Knowledge of Defendants' Conduct During 2008-2009

I Samuel K. Lipari, with an address of 803 S. Lake Drive, in the City of Independence and in the County of Jackson of the State of Missouri was the chief executive officer of the now dissolved Missouri Corporation Medical Supply Chain, Inc. and the dormant Kansas Corporation Medical Supply Management, Inc.

I assigned all interests and rights of Medical Supply Chain, Inc. to myself on the day I dissolved the corporation Medical Supply Chain, Inc. with the Missouri Secretary of State. Medical Supply Management, Inc. is in good standing with the State of Kansas.

The purpose of these concurrent Companies was to lower the delivery cost of healthcare. I hereby testify to the following regarding my experiences, disclosures, events, dates, correspondence, notices and complaints filed or sent as discovery in response to the defendants' continued antitrust, racketeering, conspiracy and fraud with the intent to interfere, restrain and retaliate in a criminal scheme to completely destroy plaintiff s property, associates and family.

I also hereby testify to how I responded to the defendants' criminal misconduct, which I believe is supported the documentary exhibits and will result in a trier of fact to conclude to have been directed and

controlled by certain Federal, State and City officials in the absence of law, charter or statutory authority and also without jurisdiction in open public official corruption to obstruct justice in my litigation to seek redress in similar matters of misconduct and controversies in cases already under Federal and State Court jurisdiction and that no investigation or enforcement against criminal misconduct had taken place.

MY OBSERVED AND DOCUMENTED KNOWLEDGE OF DEFENDANTS' CONDUCT DURING 2008-2009

1. On February 9 2008 I, Samuel K. Lipari served the defendants and The Honorable Judge David J. Waxse and Carlos Murguia with a, "Settlement Brief Notice" and three volumes of evidentiary exhibits indexed by volume, exhibit number and the description of the document.

2. The settlement brief "*Lipari v US Bank* Settlement Brief" , "Settlement Brief Evidence Exhibits Vol. I", "Settlement Brief Evidence Exhibits Vol. II", and "Settlement Brief Evidence Exhibits Vol. III" were created by me in an effort to accelerate settlement and to stop the damage against citizens of the United States and residence of the State of Missouri.

3. What I encountered was the same criminal misconduct, fraud, extortion and retaliation I had already suffered for the past decade.

4. My following statements and evidentiary exhibits describe and document the public official corruption I found running rampant in our Federal and State agencies, courts and public offices that was used by the defendants and their co-conspirators to injure me and to carry out the over arching goals of the RICO conspiracy as set by the RICO enterprise controlling hospital supplies in Missouri and the nation.

5. On February 26 2008 I emailed U.S. Senator Claire McCaskill's office and Corey Dukes with information discussing the continued retaliation and interference with my Federal and State cases, civil rights, property rights and business interests **(See Exhibit 8)**.

6. On February 28, 2008 I sent an email to my Missouri State Representative for Jackson County House Minority Party Leader Paul Lavota explaining the gravity of my situation and asking why Missouri Governor Jay Nixon's office is not doing something about the public official corruption obstructing justice in private civil litigation problem?

7. My letter gave notice that the problems seem to have escalated during the period Governor Jay Nixon was the Attorney General for Missouri.

8. I explained that Corey Dukes at Senator Claire McCaskill's office also knew all about the problems I had encountered **(See Exhibit 9)**.

9. On March 25 2008 I called the US Attorneys office in Kansas City to complain of the interference I

was experiencing when trying to transfer date via the internet (FTP and by email) for my business when I was informed by US Attorney for the Western District of Missouri, Assistant US Attorney Jeffrey P. Ray that he would be representing former US Attorney Bradley Schlozman for his conduct in his personal capacity before and after his service as a prosecutor in the Western District of Missouri Federal Court case #07-0849 *Lipari v. GE*. **(See Exhibit 9.1)**.

10. On March 28 2008, I responded to the Administrative Office for US Courts regarding their effort to restore confidence in our judiciary decimated by corruption under the Bush administration so I responded with showing the "Straw Man Fraud" I had documented was used by the defendants' RICO conspiracy to fraudulently procure court rulings through out my eight-year legal battle and that resulted in decisions never being based on fact or law **(See Exhibit 10)**.

11. On April 2, 2008 I emailed Senator Claire McCaskill's office Corey Dukes and the U.S. House Judicial Chairman John Conyers with the attached ethics complaint I filed against The Honorable Judge Carlos Murguia on February 1, 2008 for his continued misconduct in several of my cases **(See Exhibit 11-11.1)**.

12. On April 2, 2008 I emailed Senator Claire McCaskill's office Corey Dukes with my letter to The Honorable Judge John W. Lungstrum in 2003, concerned about the lack of fact-based law decisions in my litigation in Kansas District Court.

13. Additionally, I sent an article from The Washington Post on how combined federal and state intelligence or threat fusion centers are ran by states including the State of Missouri and have access to sensitive personal information **(See Exhibit 12-14)**.

14. On April 3 2008 I emailed a reporter named Tom Flocco and explained my difficulties with The Honorable Judge Carlos Murguia, Senator Claire McCaskill, Representative Emanuel Cleaver II, US Attorney Bradley Schlozman and US Attorney John Wood regarding the judicial misconduct, cover up, extortion, obstruction of justice and fraud being committed against me, my family and associates **(See Exhibit 15)**.

15. On April 14 2008 I emailed Corey Dukes with Senator Claire McCaskill's office and Geoffrey Jolly with Representative Emanuel Cleaver's office, a confidential petition and a second ethics complaint against The Honorable Judge Carlos Murguia **(See Exhibit 16-17.1)**.

16. On April 14 2008 I emailed a copy of my demand letter to AT&T for their role in obstructing justice, warrantless wiretapping and illegal surveillance programs to interfere with my litigation,

businesses, personal property and civil rights **(See Exhibit 18-18.1)**.

17. On April 15, 2008 I emailed Norm Siegel with Stueve Siegel Hanson LLP seeking help with my up coming mediation and settlement negotiations with links to the three complaints I needed help with **(See Exhibit 19)**.

18. On April 15th 2008 I emailed Rick Holtsclaw with Holtsclaw & Kendall LC for help with my cases mediation and settlement negotiations with links to the three complaints I needed help with **(See Exhibit 20)**.

19. On May 5 2008 I emailed Phil Cardarella for help with my cases mediation and settlement negotiations with links to the three complaints I needed help with **(See Exhibit 21)**.

20. On May 8 2008 Federal Task Force informant Suzanne Gauch provided introduction by email to Mike Lavota as a potential attorney to represent me in my cases **(See Exhibit 22)**.

21. On June 8 2008 I gave an interview to INN World Report outlining the obstruction of justice in my six-year litigation and the continued fleecing of Medicare and Medicaid funds **(See Exhibit 23)**.

22. On July 10 2008 I sent an email to Sidney J. Perceful, a Commissioner, of the Federal Mediation & Conciliation Service of the United States Government following a meeting she had with The Honorable Judge Dean Whipple concerning my attorney Bret Landrith and his fraudulent disbarment which was reciprocally imposed on Landrith without a hearing in the US District Court for the Western District of Missouri.

23. According to Sidney J. Perceful, Judge Dean Whipple said he knew nothing about the Bret Landrith disbarment which he observed was highly unlikely since it was to be introduced at a monthly meeting of judges for a vote and he would have remembered it since the disbarments were so unusual but that the documentation of the order bears his name.

24. My email shows The Honorable Judge Dean Whipple had notice of the fraudulent disbarment **(See Exhibit 24)**.

25. On November 20, 2008 I emailed the latecomer defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER 's co-conspirator Joel B. Voran with notice of criminal misconduct from Voran's firm Lathrop & Gage LLP and Lathrop & Gage LLP's attorney showing that Lathrop & Gage LLP was

engaged in a scheme with former Missouri Governor Matt Blunt to artificially inflate the cost of hospital supplies and to extort Medicare and Medicaid funds through the "Insure Missouri" hospital skimming scheme which included Neil L. Patterson and Cerner Corporation, a Kansas City-based medical software corporation that makes health care management systems to conceal the fraudulent claims against Medicaid and Medicare funds and that Governor Matt Blunt and the Novation LLC cartel planned to use to administer Medicaid funds without oversight in the Insure Missouri scheme. **(See Exhibit 25-25.1)**.

26. On December 1 2008 I spoke with US Senator Claire McCaskill's caseworker Lisa M. Foehner regarding my FOIA request for my case file, Lisa M. Foehner informed me that Senator Claire McCaskill had closed my case.

27. I then emailed Senator McCaskill's Corey Dukes and U.S Representative Emanuel Cleaver II's Geoffrey Jolley and explained my call with Lisa M. Foehner.

28. Corey Dukes and Geoffrey Jolley said that US Senator Claire McCaskill and U.S Representative Emanuel Cleaver II were sending my request to the proper authorities in Washington regarding the Western District of Missouri US Department of Justice Office of former US Attorney Bradley Schlozman and US Attorney John Wood **(See Exhibit 26)**.

29. On January 4 2009 I emailed notice to the members of The Missouri Board of Governors as defendants in the first of three amended petitions outlining the continued misconduct of the conspirators' licensed Missouri attorneys in misrepresenting the controlling case law and the facts on the face of my pleadings to the 16th Circuit State of Missouri Court to procure through extrinsic fraud sham dismissals of my claims for the purpose of protecting the RICO hospital supply enterprise and the RICO conspiracy through a lack of legal review or law based decisions in Missouri case # 0816-04217 before The Honorable Judge Michael M. Manners **(See Exhibit 27-27.1)**.

30. On January 20, 2009 I emailed notice to the Missouri Board of Governors concerning my appeal #70534 in case # 0816-04217 before The Honorable Judge Michael M. Manners **(See Exhibit 28)**.

31. On January 22, 2009 I emailed Melissa Streeter (an acquaintance of Federal Task Force Informant Susanne Gauch) on the ongoing and difficulties sending standard business documents and communications by email **(See Exhibit 29)**.

32. On January 26, 2009 I sent an email notice to David @storesecured.com which is my consumer/home healthcare storefront's distributor and for which I resold products under the brand Medical Supply Line from my apartment provided by CHAPEL RIDGE MULTIFAMILY LLC and through a

virtual office mail and phone service provided by REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER.

33. The email notice I sent to David @storesecured.com stated that I operated was forced to shut down due to continued antitrust, racketeering, conspiracy and fraud conduct by the RICO enterprise and RICO conspiracy which sought to shut down even the separate consumer/ home healthcare business and deprive me of resources I could use to enter the hospital supply market. **(See Exhibit 30)**.

34. The RICO enterprise and RICO conspiracy are formed around the Novation LLC hospital supply cartel scheme created by General Electric and Jeffry Immelt to skim hospitals by overcharging Medicare, Medicaid and private insurers for hospital supplies.

35. I also found that the RICO enterprise and RICO conspiracy are formed around the Novation LLC hospital supply cartel scheme created by General Electric and Jeffry Immelt included the latecomer RICO conspirators CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER who formed an agreement to help shut down my home healthcare/ consumer business in furtherance of the overarching goals of the RICO hospital supply enterprise and the RICO conspiracy to keep me out of the institutional and with the intent to shut down my financial resources **(See Exhibit 30)**.

36. On January 26, 2009 I sent an email responding to my sister's son who was being harassed by teachers in the Blue Springs school district.

37. My reply documented the continued interference from Federal and State of Missouri agency employees including those of the City of Blue Springs Police Department in conduct of public official corruption to shut down my business and financial resources to further the overarching goals of RICO hospital supply enterprise and the RICO conspiracy **(See Exhibit 30.1)**.

38. On January 26 2009 I took my mother to the "Bank of The West" and added her to my account so that she would have access to the funds invested by my brother and sister.

39. When we sat down with my personal banker we learned "Bank of The West" already had my mothers' name, address and social security number on file.

40. My mother has never conducted business with any bank in over 20 years (having only been a credit union customer) and had never been a customer of the "Bank of The West".

41. Bank of The West was instructed Federal and State of Missouri agency employees to participate in public official corruption and Bank of The West complied with the instruction from federal and state agencies to monitor and report all activity regarding my account(s) and activity.

42. On February 14 2009 I contacted Attorney General Mr. Eric Holder by mail and email pleading for help **(See Exhibit 31)** following US Senator Claire McCaskill's office's Regional Director Michelle Sherod making a similar request to the Office of Inspector General **(See Exhibit 31.1)**.

43. Deputy Inspector General Paul K. Martin forwarded my complaint to Kevin Perkins with the Inspector Division of the Federal Bureau of Investigation ("FBI") **(See Exhibit 31.2)**.

44. The inspector Division declined to take action for lack of evidence **(See Exhibit 31.3)** in what turned out to be a form letter sent by the agency to obstruct justice in the cases the FBI had knowledge the agency had used illegal letters of inquiry and warrantless wiretaps.

45. So, I posted my request to Attorney General Mr. Eric Holder on Democratic Underground **(See Exhibit 31.4)**.

46. On February 28 2009 following my latest complaint to the Senate Judiciary Committee, the Missouri Board of Bar Governors, the US Department of Justice ("USDOJ"), and the FBI the US Attorney for the Western District of Missouri John Wood resigned and Assistant US Attorney ("AUSA") Matt J. Whitworth took over as interim US Attorney.

47. On July 1, 2009 I mailed a notice to all my creditors and later duplicated copies to my creditors by fax and email **(See Exhibit 31.5)**

48. On July 1, 2009 I provided email notice to the Missouri Board of Governors with attached exhibits **(See Exhibit 32)** illustrating the Missouri Western District Appeals Court Clerk Terrance Lord refused to accept my appeal brief **(See Exhibit 32.1)** for word count even though it conformed with the published online rules of the Missouri Supreme Court **(See Exhibit 32.2).**

49. I had previously attached a copy of my second request of June 27, 2009 pleading for help from US Attorney General Mr. Eric Holder and hand delivered it to the City Attorney for The City of Lee's Summit, City of Blue Springs, City of Independence and City of Kansas City on June 29 2009 **(See Exhibit 32.3)**.

50. On July 16 2009 I received an email from LIANNE ZELLMER concerning my August invoice for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites **(See Exhibit 33)**.

51. I replied by email and letter of July 1 2009 explaining that as a third party contract beneficiary of the business contracts and expectancies I had lost due to the negligence of FBI Director Mr. Robert Mueller in

training FBI agents to investigate Public Official Corruption the FBI had knowledge of and failed to stop allowing the RICO conspirators to continue procuring fraudulent outcomes in court, so the United States Government would provide REGUS PLC, and REGUS MANGEMENT GROUP LLC the full amount due along with any interest or penalty under the Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) **(See Exhibit 33.1)**.

52. I attached a Federal Torts Claim Act Form 95 and the appropriate mailing address for LIANNE ZELLMER to submit on behalf of REGUS PLC, and REGUS MANGEMENT GROUP LLC to receive full compensation for my obligations for the mail and phone service they had provided me **(See Exhibit 33.1)**.

53. On July 21 2009 I requested Attorney General Eric Holder start a criminal referral right here in Kansas City **(See Exhibit 34)**.

54. On July 22 2009 at 9:00 am I sent a request for a criminal referral by email to the Professional Responsibility Advisory Office regarding all of my letters, complaints and notices I provided during my eight year litigation and I posted many of those letters, complaints and notice links on the blog of Democratic Underground **(See Exhibits 34.1)**.

55. I began posting documents on Democratic Underground because Internet communications and emails were no longer reliable means of communicating with legislators, senators and representatives to exposing the ongoing public corruption in our courts and US Department of Justice.

56. On July 22, 2009 at 1:30 pm I went to Kansas Federal Court in Kansas City, Kansas at 500 State Avenue Kansas City, KS 66101-2400 to ask for information about a Freedom of Information Act ("FOIA") request regarding information and communications between the courts, clerks and judges relating to the ongoing interference with my 8-year litigation **(See Exhibit 35)**.

57. I met with the clerk on the second floor and was asked to wait while he checked into my request.

58. Upon the clerks return 5 minutes later he ask that I leave my name and number because everyone was still out to lunch but that someone would get back to me.

59. I left my name and number and then proceeded to the Missouri Federal Court at 400 E. 9th Street Kansas City, MO 64106 where I made the same request and where I also left my name and number and again someone would get back to me.

60. In addition to making my request to the Missouri Federal Court I went to the 5th floor US Attorney's office and made a similar request but was given the name of Ms. Stafford to call at a later date.

61. I then at about 2:15 pm proceeded to the FBI field office in Kansas City, Missouri at 1300 Summit

Kansas City, Missouri 64105 and made a similar request to ask about the format of a FOIA and who the records custodian the request should be addressed to.

62. A senior FBI field officer was sent out to meet with me and he asked further questions about my request.

63. The Western District of Missouri Senior FBI field officer then alarmed me by looking at me and telling me in a serious voice "Make Sure The Hill You Are Fighting For Is Worth Dying For".

64. On July 22 2009 at 5:17 pm I was so alarmed and in fear that I requested Federal protection from Attorney General Mr. Eric Holder, which I posted on Democratic Underground.

65. My post was later removed to cover up the criminal enterprise centered at the Kansas City FBI field office and the office of Interim US Attorney Matt J. Wittworth **(See Exhibit 35.1)**.

66. On July 22, 2009 at 8:47 pm, I emailed a notice to the Missouri Board of Governors regarding the FBI field officer that threatened me for making a FOIA request concerning the ex parte communications between courts and the agency that appeared to have interfered with and obstructed justice in my private civil litigation in Missouri state courts.

67. I provided the Democratic Underground link showing my request for Federal protection, which provided in the body of my email **(See Exhibit 36)**.

68. On ***July 24, 2009*** I checked my Appeal status for case #WD70832 on Missouri Case Net and found I was targeted with an eviction from my CHAPEL RIDGE MULTIFAMILY LLC apartment filed in court (case #09-CV22818) my residence/business office and that the case was filed at 4:58 pm Friday July 24 2009 **(See Exhibit 37)**.

69. On July 27 2009 I received a registered letter Dated ***July 24, 2009*** From LIANNE ZELLMER immediately terminating my business services at the REGUS PLC, REGUS MANGEMENT GROUP LLC Office Suites **(See Exhibit 37.1).**

70. On July 28 2009 I received a letter dated July 22 2009 from CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC **(See Exhibit 37.2)** that was post marked July 27 2009 as notice for rent not yet 30 days past due **(See Exhibit 37.3)**.

71. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC filed suit on Friday ***July 24, 2009*** before a notice or demand was ever mailed.

72. I later received a notice document from NICHOLAS L. ACKERMAN with TROPPITO & MILLER LLC representing WELLS FARGO and its subsidiary WACHOVIA DEALER SERVICES INC. dated

July 24 2009 showing the concentrated effort to retaliate against me for exposing the threat from the FBI field officer participating in the public official corruption utilized by the RICO conspiracy on July 22, 2009 **(See Exhibit 37.4)**.

73. On July 28, 2009 I emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC **(See Exhibit 38)** with the notice I provided CHAPEL RIDGE MULTIFAMILY LLCand The Fairways at Lakewood on July 2, 2009 **(See Exhibit 38.1)**.

74. On July 29, 2009 at 10:17 am and again to follow up at 3:44 pm I posted notice to Attorney General Mr. Eric Holder through the Democratic Underground Justice Forum and ask that someone forward my pleading for help to Mr. Eric Holder **(See Exhibit 39-39.1)**.

75. On July 30 2009 I emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC again with the same notice I later forwarded to the Missouri Board of Governors regarding the fraud committed on the court **(See Exhibit 40-41)**.

76. On July 31 2009 at 10:30 am my residence at the CHAPEL RIDGE MULTIFAMILY LLC apartment complex known as The Fairways at Lakewood had an unusual amount of activity in the parking lot with the apartment manager DeeDee Diaz and members of the Lee's Summit Police Joint Task Force meeting in the parking lot and then suddenly leaving together.

77. That weekend according to several neighbors DeeDee Diaz, the CHAPEL RIDGE MULTIFAMILY LLC Apartment Manager was fired and she moved out in the middle of the night.

78. On August 3 2009 I updated CHRISTOPHER BARHORST as an agent of CHAPEL RIDGE MULTIFAMILY LLC with formal notice of his fraud with attached exhibits.

79. I mailed notice of the fraud to the cc: recipients Attorney General Mr. Eric Holder, FBI Director Mr. Robert Muller and the FBI field office in Kansas City.

80. I hand delivered notice to The Honorable Judge Charles L. Stitt, the Lees Summit City Attorney Teresa Williams, the City Manager of Lee's Summit Stephen Arbo, and the owner and registered agent of CHAPEL RIDGE MULTIFAMILY LLC, Scott Sperry and Grant A. Ramsey outlining the criminal misconduct, my family being targeted and documented proof of fraud being committed on the court **(See Exhibit 42)**.

81. The court clerk and the Honorable Judge Charles L Stitt omitted my notice of fraud and proceeded with a fraudulent procured judgment **(See Exhibit 42.1)**.

82. While waiting for a copy of the judgment, I could not believe that a court with notice of the fraud

would enter a fraudulent judgment so I asked the clerk for to see the notice I sent.

83. The Honorable Judge Charles L Stitt and the clerk of the court knowingly omitted my notice from the file.

84. Because I had a copy of the notice with me during my hearing I ask the court to file stamp my notice and enter it into the file, the clerk was extremely nervous but stamped my notice and entered it into the file after the fraudulent judgment was already entered **(See Exhibit 42.2)**.

85. On August 3 2009 I provided notice to The Missouri Board of Governors and my defendants with formal notice of the fraud being committed on the court by SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER while the defendants' co-conspirators were already in Federal and State court for the same fraudulent misconduct **(See Exhibit 43)**.

86. On August 12 2009 I sent notice to The Board of Governors showing my request for Mr. Holder to start enforcing our laws and support the President Obama healthcare initiative **(See Exhibit 44)**.

87. On August 14 2009 I sent notice to The Board of Governors showing what I posted on Democratic Underground to Attorney General Mr. Chris Koster regarding a notice signed by Jodi Lehman from the Missouri Attorney General Chris Koster's office targeting me with a sham consumer complaint to artificially create a negative inquiry on my business record **(See Exhibit 45)** when Chris Koster knows if he checked, the company he targeted is a Kansas corporation that is inactive an has never made a consumer sale in addition to being out of his jurisdiction besides the fact I was the consumer making a purchase from a company in Texas**(See Exhibit 45.1)**.

88. On August 17 2009 I emailed notice to the Board of Bar Governors **(See Exhibit 46)** regarding my next business inuries to be litigated for treble damages **(See Exhibit 46.1)**.

89. On August 17, 2009 I emailed a news link that three U.S. Senate Committees have now requested the same information I have requested as discovery only to be confronted by sham un-researched misrepresentations of controlling law by Missouri licensed attorneys who obstructed justice with their misrepresentations of law and fact to state and federal tribunals for the past 8 years **(See Exhibit 47)**.

90. On August 19, 2009 I emailed notice to the Board of Governors and the defendants regarding the completed fraud committed in Missouri courts **(See Exhibit 48)**.

91. On August 21, 2009 8:07 am emailed notice to the Board of Governors to stop Attorney General Chris Koster from hiding and doing nothing about the harm to Missourians caused by the refusal to enforce Missouri Laws against my defendants and the public officials protecting the RICO enterprise **(See Exhibit**

49-49.1).

92. By 12:54 pm certain public officials had instructed administrators for the blog Democratic Underground to begin censoring my speech and remove me from posting any more information about the ongoing criminal RICO enterprise being protected by the Western District of Missouri Office of the USDOJ**(See Exhibit 49.2)**.

93. The same public officials who had me removed from Democratic Underground knew my email service and web site postings were no longer reliable forms of communication due to the ongoing interference from my Internet Service Provider and email client provider GoDaddy.com.

94. On August 31 2009 I emailed notice to the Board of Bar Governors, the St Louis FBI office of John Gilles and the Inspector General of the US Department of Justice regarding the continued public corruption, retaliation, obstruction of justice and targeting of me, my family and business associates to interfere with my Federal and State litigation **(See Exhibit 50-50.4)**.

95. On September 1 2009 I emailed additional evidence to the Missouri Board of Bar Governors about my family being targeted and harassed by the US Attorney's Office, which was physically carried out by Federal and State law enforcement including the Federal/ State Joint Task Force members the City of Lee's Summit, Blue Springs and Independence police departments **(See Exhibit 51)**.

96. On September 9 2009 I emailed notice to the Missouri Board of Governors regarding the loss of life and damages to US Citizens and Missouri residents as a result of Federal and State agencies refusing to enforce our Federal and State Laws against criminal misconduct and public official corruption to maintain the RICO conspiracy's monopoly in healthcare **(See Exhibit 52)**.

97. On September 16, 2009 I emailed notice to the Missouri Board of Governors regarding the continued retaliation and harassment toward me, members of my family and business associates **(See Exhibit 53-53.1)**.

98. On September 17, 2009 I responded to LIANNE ZELLMER with REGUS PLC, REGUS MANGEMENT GROUP LLC office suites regarding a collection agency email from HQ and a balance of $3533.70, which is dramatically more (4x) than was requested at the time my services were immediately terminated in coordination with the eviction from my residence that also began on ***July 24 2009*** **(See Exhibit 54)**.

99. In addition to my account being immediately terminated and turned over for collection with no offer made to restore service, I sent notice to LIANNE ZELLMER and Susan Conley regarding REGUS PLC,

and REGUS MANGEMENT GROUP LLC's participation in the ongoing RICO enterprise after I provided an offer on July 16 2009 for a complete and total resolution including any penalty and interest **(See Exhibit 54.1)**.

100. I responded again on September 18 2009 as a follow up to my previous response asking for the name of REGUS PLC, and REGUS MANGEMENT GROUP LLC's legal counsel so that I could serve them a new or amended RICO complaint **(See Exhibit 54.2)**.

101. On September 24, 2009 Missouri's Chief Supreme Court Justice William Ray Price Jr. addressed the Missouri Board of Governors and officers of the courts about systemic misconduct in our Missouri state courts **(See Exhibit 55)**.

102. On September 29, 2009 I emailed notice again to US Senator Claire McCaskill following her September 16, 2009 response in addition to the Board of Bar Governors and the Senate Judiciary Committee **(See Exhibit 55.1) r**egarding the RICO enterprise including its continued misconduct and retaliation through public official corruption **(See Exhibit 55.2).**

103. On September 30, 2009 I emailed notice to the Board of Bar Governors **(See Exhibit 56)** and hand delivered notice to the Honorable Judge Robert L. Trout and the Honorable Senior Judge W. Stephen Nixon file stamped by the clerk of the associate court in Independence, Mo Division 32 and Division 5 outlining the latest RICO co-conspirators CHRIS M. TROPPITO, TONY R. MILLER and NICK L. ACKERMAN of TROPPITO & MILLER LLC participating in the ongoing enterprise's conspiracy to control hospital supplies.

104. I replied to the RICO enterprise with a letter outlining my position on the continued harassment and targeting of myself my family and my business interests **(See Exhibit 56.1)**.

105. On October 7, 2009 I sent notice to The Missouri Board of Governors showing the Honorable William Ray Price Jr., Supreme Court Justice of Missouri addressing my complaints and misconduct about Missouri State courts participating in support of fraudulent outcomes **(See Exhibit 57)**.

106. I attached the most recent fraud on the court by TROPPITO & MILLER LLC **(See Exhibit 57.1)**.

107. On October 8 2009 I emailed notice to the Board of Bar Governors with a cc: to US Senator Claire McCaskill regarding the Honorable Judge Charles L. Stitt's continued participation in the criminal enterprise **(See Exhibit 58)**

108. The Honorable Judge Charles L. Stitt continued his participation with CHAPEL RIDGE MULTIFAMILY LLC even after Judge Charles L. Stitt had notice of the fraud but instructed the court

clerk to omit the notice from the file **(See Exhibit 58.1)**.

109. The Honorable Judge Charles L. Stitt then proceeded with a garnishment knowingly procured through fraud committed on the court by SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER **(See Exhibit 58.2)**.

110. On October 29, 2009 I emailed another notice to the Missouri Board of Bar Governors outlining the continued negligence in policing against the open public official corruption and the continued fraudulent outcomes procured through extrinsic fraud on the court and the cases affected by the fraud **(See Exhibit 59)**.

111. On November 11, 2009 I sent another notice to The Missouri Board of Governors outlining again the continued negligence in policing against the open public official corruption and the continued fraudulent outcomes procured through extrinsic fraud on the court **(See Exhibit 60)** with the first page of a new RICO action against defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER that included Missouri licensed attorneys and Missouri chartered law firms that I would be forced to file for subsequent RICO conduct over the past two years even while the same misconduct was still being litigated in Federal and State courts **(See Exhibit 60.1)**.

112. I, Samuel K. Lipari have been injured by US Bank and US Bancorp tortuously interfering with my business expectancies for legal representation by Hawver Law Office and Steven Siegel Hanson, LLP.

I hereby swear certifying that the above stated facts and attachments are true to the best of my knowledge and recollection.

Signature _____ Date_____

Notary

Subscribed and sworn before me on Date_____

SAMUEL K. LIPARI
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816-365-1306
saml@medicalsupplychain.com
Plaintiff, *Pro Se*

IN THE STATE OF MISSOURI
JACKSON COUNTY SIXTEENTH CIRCUIT COURT

SAMUEL K. LIPARI *Plaintiff* vs. CHAPEL RIDGE MULTIFAMILY LLC , SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC., CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, TONY R. MILLER GENERAL ELECTRIC COMPANY, GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, GE TRANSPORTATION SYSTEMS GLOBAL SIGNALING, L.L.C. JEFFREY R. IMMELT *Defendants*	Case No. 0916-CV38273 RICO Mail and Wire Fraud RICO Conspiracy Under 18 U. S. C. § 1961, *et seq*. State Law Contract and Interference With Business Expectancies **Jury Trial Requested**

AMENDED PETITION UNDER RULE 55.33

Pursuant to 16th Circuit Court of Jackson County Missouri local rule 3.2, the plaintiff lists the names, addresses, and contact information if known for the parties and registered agents for service of process by the Jackson County Sheriff:

Parties

Plaintiff :

1. SAMUEL K. LIPARI, 803 S. Lake Drive, Independence, Missouri 64053

Defendants:

2. CHAPEL RIDGE MULTIFAMILY LLC; 3460 NE Akin Boulevard
   Lees Summit, MO 64064

3. SWANSON MIDGLEY LLC; Plaza West Building, 4600 Madison Avenue, Suite 1100
   Kansas City, Missouri 64112

4. BARHORST , CHRISTOPHER; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100

5. FISHER, HOLLY L.; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100

6. REGUS PLC; 26 Boulevard Royal L-2449 Luxembourg; +44 (0) 1932 895059 c/o REGUS PLC registered office 22 Grenville Street; St. Helier; Jersey, JE4 8PX

7. REGUS MANGEMENT GROUP LLC; 15305 Dallas Parkway Ste 1400 Addison, TX 75001 c/o Registered Agent CSC Lawyers Incorporating Service, Inc.; 150 S Perry St. Montgomery, AL 36104

8. LIANNE ZELLMER; 2300 Main St. Ste 900, Kansas City, MO 64108;(816) 448-3100

9. WELLS FARGO; 420 Montgomery Street, San Francisco, California 94163; (866) 249-3302

10. WACHOVIA DEALER SERVICES INC.; 8575 W 110th St, Ste 100 Overland Park, KS 66210

11. TROPPITO & MILLER LLC; 508 Walnut Street, Kansas City, MO 64106

12. ACKERMAN, NICHOLAS L; 508 Walnut Street, Kansas City, MO 64106

13. GENERAL ELECTRIC COMPANY, (herein "GE"), Missouri registered agent: C T Corporation System, 314 North Broadway, St. Louis, Mo 63102.

14. GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, (herein "GE CAPITAL") Missouri registered agent: The Company Corporation 120 South Central Avenue Clayton, Mo 63105.

15. 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.

16. JEFFREY R. IMMELT, CEO of General Electric, formerly President of GE Medical, an independent company, in addition to founding GHX, Inc., an independent company and is a defendant actor with an independent personal stake. Jeffrey R. Immelt has communicated to the petitioner that he will accept service through his counsel Jonathan I. Gleklen of Arnold & Porter, 555 12th Street, N.W. Washington, D.C. 20004.

COMPLAINT

Comes now the petitioner, Samuel K. Lipari appearing *pro se*. Samuel K. Lipari is a sole proprietor competing in the market for hospital supplies within the State of Missouri, the nation, and in the national market for home healthcare supplies. In the businesses injured by the conduct described in the racketeering portion of this complaint, the petitioner was at all times unincorporated and never held himself out to be incorporated. The petitioner is also the assignee of the contract rights and business relationship expectancies of his dissolved Missouri corporation for the state law portion of this complaint.

I. INTRODUCTION

1. The defendants in this complaint are latecomers to a racketeering conspiracy with a criminal enterprise excluding the petitioner from competing in hospital supply markets to preserve the conspirators' overarching plan to defraud Medicare and Medicaid with artificially inflated hospital supply costs resulting from the racketeering conspiracy's restraint of trade.

2. The complaint has also been amended to include related state law claims against non-RICO defendant original Novation LLC cartel conspirators GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R. IMMELT on state law claims surviving dismissal in *Samuel Lipari v. General Electric Company, et al.,* 16th Cir Mo. Case no. 0616-CV07421 and under concurrent federal jurisdiction in *Samuel Lipari v. General Electric Company, et al.,* W.D. of Missouri Case No. 07-0849-CV-W-FJG on appeal as No. 08−03115 (8th Cir.).

3. This petition arises from the legally separate defendants' decisions through their Missouri chartered law firm agents to deprive the plaintiff of his virtual office phone and mail service, his apartment home office and his business automobile on the same day through bad faith legal proceedings in violation of the plaintiff's contracts, Missouri landlord tenant law and consumer protection act notice requirements via fraudulent filings in the 16th Circuit State of Missouri Court.

4. The latecomer defendants expressly stated in pleadings signed by Missouri licensed attorneys that the respective notice requirements had been complied with when in fact incontrovertible evidence in the records of the various actions shows that the pleadings were based on documents that had been falsified through mail and wire communications by the racketeering conspiracy through the defendants, the plaintiff and the 16th Circuit State of Missouri Court.

5. The latecomer defendants' communications, letters and pleadings claimed notices had been faxed when they had not.

6. Filings were backdated to fraudulently show notice periods were provided and delinquencies were misrepresented.

7. Even an offer to return the plaintiff's automobile without credit reporting injury was fraudulently made.

8. All the latecomer defendants' frauds were committed with misrepresentations in mail and wire communications and mail and wire communications were also made without false statements in furtherance of the defendants' fraudulent scheme that equally violated 18 U. S. C. § 1961 section 1341 and section 1343 under *Schmuck v. United States*, 489 U.S. 705, 109 S.Ct. 1443, 103 L.Ed.2d 734 (1989).

9. The latecomer defendants' fraudulent filings and communications with the 16th Circuit State of Missouri Court and the plaintiff were intended to deceive the court and the plaintiff into relinquishing property and business resources he had rights to retain and were precisely the mail and wire fraud acts the US Supreme Court in *Bridge et al v. Phoenix Bond & Indemnity Co. et al*, 128 S.Ct. 2131 (2008) unanimously determined state a civil cause of action for violation of 18 U. S. C. § 1962.

10. The legally separate defendants continued the predicate acts and participation in the racketeering conspiracy to achieve the aims of the RICO enterprise through their Missouri chartered law firm agents even when the plaintiff brought their attention to the frauds and the temporal relationship of the concerted mail and wire fraud acts of other latecomer conspirators on the same day to initiate fraudulent bad faith actions to deprive the plaintiff of his virtual office phone and mail service, his apartment home office and his business automobile in violation of 18 U. S. C. § 1962 (c) and (d).

11. The criminal racketeering enterprise and its RICO co-conspirators voluntarily joined by the latecomer defendants have employed extrinsic fraud to obstruct justice in federal and state litigation and to deprive the petitioner of any resources to conduct his business including depriving the petitioner of property used in his business and in enforcing his business expectations.

12. The pattern and practice of *ex parte* defamation to obstruct justice and predetermine outcomes in the plaintiff's litigation *Samuel Lipari v. General Electric Company, et al.,* 16th Cir Mo. Case no. 0616-CV07421; *Samuel Lipari v. US Bancorp, NA, et al,* 16th Cir Mo. Case no. 0616-CV32307; and *Ex Rel Samuel Lipari, v. Hon. Michael Manners* WD of Missouri Court of Appeals Case no. 68703 resulted in the Supreme Court Chief Justice William Ray Price Jr.'s address to the Missouri Judicial Branch and Board of Bar Governors specifically condemning this extrinsic fraud depriving Missouri citizens of fair hearings based on fact and law. See Chief Justice William Ray Price Jr.'s address. (**Exhibit 1 Justice Price)**

13. The central *modus operandi* employed by the RICO Enterprise and the RICO Conspiracy is to obtain judgments expressly contrary to controlling law through filing motions to dismiss and for sanctions that materially misrepresent the plaintiff's pleadings and the applicable case law in violation of Missouri Rules of Professional Conduct Rule § 4.1 "Truthfulness in statements to others" and § Rule 3.3 "Candor toward the Tribunal".

14. The RICO Conspiracy relied on the federal district court judges Hon. Judge Carlos Murguia; Hon. Judge Fernando J. Gaitan, Jr.; Hon. Judge Otrie Smith; and the Kansas District Court magistrates Hon. David

J. Waxse, and Hon. James P. O'Hara (see **Exhibit 2** Pacer Index) to adopt the RICO conspirators arguments facially misrepresenting the plaintiff's written complaints, the text of enactments of Congress including the USA PATRIOT Act and the controlling rulings of the US Supreme Court on the facts alleged by the plaintiff.

15. The RICO Conspiracy relied on Hon. Michael M. Manners and the 16th Circuit State of Missouri Court to adopt the RICO conspirators arguments facially misrepresenting the plaintiff's written complaints, the text of enactments of the Missouri State Legislature and the controlling rulings of the Missouri Supreme Court on the facts alleged by the plaintiff.

16. The plaintiff's experiences with the misrepresentations to the court on discovery and mediation by the RICO co-conspirator Husch Blackwell Sanders LLP resulted in Hon. Michael M. Manners permitting amendment of the plaintiff's real estate contract claims against General Electric to include 18 U. S. C. § 1962 (c) and (d) claims based on the conspirators' conduct turning the 16th Circuit State of Missouri Court into a RICO enterprise under *U.S. v. Murphy*, 768 F.2d 1518 (7th Cir. 1985) See Case documents at http://www.medicalsupplychain.com/Lipari%20v%20GE%200616-07421.htm

17. The latecomer RICO co-conspirator defendants similarly relied on 16th Circuit State of Missouri Court Clerk's office employees, the Hon. Judge Charles L. Stitt and the Hon. Robert L. Trout. See **Exhibit 2.1** Case Net Index.

18. The latecomer RICO co-conspirator defendants are now participants in a RICO Conspiracy that includes the federal district court judges Hon. Judge Carlos Murguia, Hon. Judge Fernando J. Gaitan, Jr. and, 16th Circuit Hon. Michael M. Manners to deprive the plaintiff of his business property. See third proposed amended complaint, exhibit I of the Motion to Amend at pgs. 123-125 http://www.medicalsupplychain.com/pdf/Lipari%20Third%20Motion%20For%20Leave%20to%20Amend%2004217.pdf and plaintiff's response to show cause http://www.medicalsupplychain.com/pdf/Answer%20to%20show%20cause.pdf and its supporting affidavit http://www.medicalsupplychain.com/pdf/Lipari%20Affidavit.pdf

19. As co-conspirators, the latecomers charged in this petition had knowledge of acts of the ongoing criminal RICO conspiracy and intentionally participated in furthering the objectives of the racketeering enterprise and the RICO conspiracy to restrain trade in hospital supplies and overcharge Medicare by the latecomer conspirators violating Missouri statutes, and committing frauds on the 16th Circuit State of Missouri Court in an agreement to join the ongoing conspiracy through predicate acts of mail and wire fraud designed to injure the plaintiff's business and take his property in the manner the US Supreme Court has determined in

Sedima SPRL v. Imrex Co. Inc, 473 U. S. 479 at page 496 gives the plaintiff standing under 18 U. S. C. § 1962. See **Exhibit 2.2** Web Site Index.

II. AVERMENTS

20. The Plaintiff makes the following allegations of fact and law relative to his claims:

A. JURISDICTION

21. The 16th Circuit State of Missouri Court has jurisdiction over this action for the following reasons:

Subject Matter Jurisdiction

22. Under *Tafflin v. Levitt,* 493 U.S. 455 (1990) (holding that RICO is not exclusively federal) this court has subject matter jurisdiction over claims based on 18 U. S. C. § 1961, *et seq*.

Subject Matter Jurisdiction Standing of Plaintiff

23. The plaintiff's petition alleges RICO predicate acts of mail fraud, wire fraud and Hobbs Act extortion committed by the defendants and by both a RICO enterprise and a RICO conspiracy joined by the defendants and that these RICO predicate acts "ha[d] injured the [plaintiffs'] business and/or property interests" requirement of *Lujan v. Defenders of Wildlife*, 504 U. S. 555, 561 (1992).

24. The plaintiff's petition alleges RICO predicate acts of mail fraud and wire fraud were committed by the defendants directly or through conspiracy in specific identified communications made through the US Mail and electronically that injured the plaintiff in his business under the standing requirement of the unanimous court in *Bridge et al v. Phoenix Bond & Indemnity Co. et al*, 128 S.Ct. 2131 (2008).

25. The plaintiff's petition alleges injury to his business' tangible property through RICO predicate acts providing the plaintiff standing under *Regions Bank v. J.R. Oil Co., LLC*, 387 F.3d 721 at 729 (8th Cir., 2004).

Subject Matter Jurisdiction Over Defendants

26. The plaintiff's petition alleges RICO predicate acts of mail fraud, wire fraud and Hobbs Act extortion committed by both a RICO enterprise and a RICO conspiracy joined by the defendants making the defendants liable to the plaintiff even if they are found to have committed no RICO predicate act of their own and found to have lacked knowledge of the RICO enterprise and the RICO conspiracy's predicate acts against the plaintiff under *United States v. Yannotti*, 06-5571-cr, 2008 WL 4071691 (2d Cir. September 4, 2008).

27. The plaintiff's petition alleges the named defendants voluntarily joined a RICO enterprise and a RICO conspiracy to commit 18 U. S. C. § 1961 predicate acts through the actions of the defendants' Missouri licensed attorney agents in violation of Missouri Rules of Professional Conduct §§ 4-3.3(a)(1) and (3); 4-3.4(b);

4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f).

28. The plaintiff's petition's allegations of the RICO conspiracy that the defendants willingly joined as latecomer co-conspirators subject the latecomer defendants to liability for all acts during conspiracy's existence. *Dextone Co. v. Building Trades Council of Westchester County*, 60 F.2d 47 (2d Cir. 1932).

29. The plaintiff's petition's allegations against the defendants arising through the actions of the defendants' Missouri licensed attorney agents controlling and directing the RICO predicate acts in a managing role and in violation of Missouri Rules of Professional Conduct and make the defendants co-conspirators under 18 U. S. C. § 1961(d) under *Reves v. Ernst & Young*, 494 U.S. 56 (1990), *Reves II*, 507 U.S. at 185, 113 S. Ct. at 1173; *Handeen v. Lemaire*, 112 F.3d 1339 at 1350-1351 (C.A.8 (Minn.), 1997); and *Reynolds v. Condon*, 908F.Supp. 1494 at 1510 (N.D. Iowa, 1995).

30. The plaintiff's petition alleges the named defendants participated in 18 U. S. C. § 1961 enumerated predicate acts through Missouri licensed attorneys filing *fabricated documents* as material evidence supporting their abuse of process to injure the plaintiff necessitating the finding of a conspiracy under *Hazel-Atlas Glass v. Hartford Empire Co*. 322 U.S. 238 64 S.Ct. 997, 1000, 88 L. Ed 1250.

31. The plaintiff's petition alleges the named defendants participated in frauds through mail and wire communications in the pre-litigation phase of lawsuits against the plaintiff that are not immune from RICO liability on the basis of a First Amendment right to petition *Cardtoons, L.C.* ***v****. Major League Baseball Players Ass'n,* 208 F.3d 885 (10th Cir. 2000) ("*Cardtoons V*").

32. The plaintiff's petition alleges the named defendants participated with state and federal judges who have immunity that does not transfer to the named defendants under *Robinson v. Bergstrom*, 579 F.2d 401, 404 (7th Cir. 1978) and *Adickes v. S. H. Kress & Co*., 398 U.S. at 152, 90 S.Ct. 1598.

33. The plaintiff's petition alleges the latecomer defendants joined a RICO enterprise and RICO conspiracy created by General Electric and called the Novation LLC cartel which has the over arching goal of artificially inflating hospital supply costs to skim Medicaid, Medicare and private insurance funds from hospitals and is described fully in the litigation documents at http://www.medicalsupplychain.com/Lipari%20v%20GE%2007-0849.htm

Personal Jurisdiction

34. The plaintiff SAMUEL K. LIPARI resides in the State of Missouri.

35. The defendant entities CHAPEL RIDGE MULTIFAMILY LLC; SWANSON MIDGLEY LLC: TROPPITO & MILLER LLC are Missouri corporations.

36. The defendant entities REGUS PLC; REGUS MANGEMENT GROUP LLC; WELLS FARGO, and WACHOVIA DEALER SERVICES INC regularly do business in the State of Missouri.

37. The defendant entities REGUS PLC; REGUS MANGEMENT GROUP LLC; and WELLS FARGO maintain offices in the State of Missouri.

38. The defendant persons CHRISTOPHER BARHORST, HOLLY L. FISHER, LIANNE ZELLMER, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER reside or work in the State of Missouri.

Venue

39. The plaintiff's injuries from the latecomer defendants' predicate acts of racketeering described in this complaint occurred in Jackson County of the State of Missouri.

40. The defendants' conduct against the plaintiff occurred in Jackson County of the State of Missouri.

41. The defendants' real estate holdings subject to *lis pendens* and satisfaction of the RICO conspiracy's joint and several liability is located in Jackson County of the State of Missouri. See **Exhibit 3-3.1** Chapel Ridge Articles.

42. The General Electric defendants control a leasehold in the entirety of an office building at 1600 N.E. Coronado Drive in Blue Springs, Jackson County Missouri which has been continuously subject to the plaintiff's *lis pendens* filing while the defendants have arranged sham transfers and have failed to provide the plaintiff occupancy.

43. The plaintiff hereby amends his *lis pendens* over 1600 N.E. Coronado Drive in Blue Springs, Jackson County Missouri to include the present action.

44. The Jackson County legal description of the defendant conspirator CHAPEL RIDGE MULTIFAMILY LLC's commercial real estate is:

> Lot 22 and Tract L, Chapel Ridge Business Park Lots 19 thru 22 and Tracts L&M, a subdivision in Lee's Summit, Jackson County, Missouri.

Exhibit 4 *lis pendens***,** plaintiff's *lis pendens* against the CHAPEL RIDGE MULTIFAMILY LLC apartment complex known as The Fairways at Lakewood.

Timeliness

45. A four year limitations period from the last enumerated predicate act applies to all civil RICO claims under *Agency Holding Corp. v Malley-Duff & Associates, Inc.*, 483 U.S. 143 (1987).

46. The conduct of the latecomer defendants described in this complaint resulted in "new and independent injuries" to the plaintiff's business property separate from those alleged against the RICO conspiracy in earlier litigation under *Glessner v. Kenny*, 952 F.2d 702 (3d Cir. 1991).

47. The last predicate act on information and belief was procuring the scheduling of the plaintiff's Western District of Missouri Court of Appeals hearing to take place on December 15, 2009 in order to provide an overwhelming show of the defendant RICO conspiracy's power over the State of Missouri legal system. See **Exhibit 5** Appeal Case Docket WD70832.

48. Following a nationally distributed news article, the Western District of Missouri Court of Appeals rescheduled the hearing to take place in January 2010. See **Exhibit 6** OpEd.

49. The last predicate acts of the defendant co-conspirators WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER addressed in the present complaint occurred on December 15, 2009 when the firm completed its fraud scheme's misrepresentations by failing to withdraw them on the demand of the plaintiff.

Governing Law

50. The plaintiff is suing the defendants under a private right of action provided in 18 U. S. C. § 1962 (c) for acts of the RICO enterprise committed by the defendants that are enumerated in 18 U. S. C. § 1961.

51. The plaintiff is suing the defendants under a private right of action provided in 18 U. S. C. § 1962 (d) RICO Conspiracy for acts of the RICO enterprise committed by the defendants that are enumerated in 18 U. S. C. § 1961.

52. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER; TROPPITO & MILLER LLC, CHRIS M. TROPPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER as knowledgeably joining the RICO conspiracy by intentionally committing 18 U. S. C. § 1961 section 1341 Mail frauds on the 16th Circuit of Missouri Court and by additional acts specifically prohibited by the Missouri Rules of Professional Conduct ("MRPC") §§ 4-3.3(a)(1) and (3); 4-3.4(b); 4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f) and by disobeying their mandatory duty to report MRPC violations of co-conspirators.

53. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants CHAPEL RIDGE MULTIFAMILY LLC; SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER as knowledgeably joining the RICO conspiracy by intentionally committing frauds and conduct specifically prohibited by Missouri Revised Statutes, Chapter 535, Landlord-Tenant Actions.

54. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts of 18 U. S. C. § 1961 section 1341 Mail Fraud.

55. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts of 18 U. S. C. § 1961 section 1341 Mail Fraud Deprivation of the Honest Services of Public Officials.

56. The plaintiff's charges of violations of 18 U. S. C. §§ 1962 (c) and (d) by the defendants' predicate acts of the Hobbs Act (against Extortion) 18 U.S.C. §1951 that resulted in the loss of property by the plaintiff.

B. STATEMENT OF FACTS

57. The Plaintiff makes the following allegations of fact relative to his claims:

Parties

58. The Plaintiff has listed the parties to this litigation and their places of business on the cover page of the petition and the second page pursuant to 16th Circuit Court of Jackson County Missouri local rule 3.2 requiring the plaintiff to lists the names address and contact information if known for the parties and registered agents for service of process by the Jackson County Sheriff on the cover of the complaint.

59. On February 9 2008 the plaintiff, Samuel K. Lipari served the defendants and the Honorable Judge David J. Waxse and Carlos Murguia with a, "Settlement Brief Notice" and three volumes of evidentiary exhibits indexed by volume, exhibit number and the description of the document.

60. The settlement brief "*Lipari v US Bank* Settlement Brief", "Settlement Brief Evidence Exhibits Vol. I", "Settlement Brief Evidence Exhibits Vol. II", and "Settlement Brief Evidence Exhibits Vol. III" were created by the plaintiff in an effort to accelerate settlement and to stop the damage against citizens of the United States and residence of the State of Missouri.

61. What the plaintiff instead encountered was the same criminal misconduct, fraud, extortion and retaliation the plaintiff had already suffered for the past decade. See Lipari Affidavit **Exhibit 7**

62. On information and belief, the defendants in this action formed an agreement on July 24th, 2009 to participate in a criminal conspiracy with agents of the following RICO Conspiracy members General Electric

Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, LLC, Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc., Christopher M. McDaniel, Husch Blackwell Sanders LLP, Bradley J. Schlozman, Novation LLC, US Bancorp and The Piper Jaffray Companies whose conduct against the plaintiff is described fully on the plaintiff's web site wwww.medicalsupplychain.com/news

63. On information and belief, the purpose of this agreement between the latecomers and the existing RICO Conspirators is to commit RICO predicate acts of fraud and extortion against the plaintiff's business to further an ongoing criminal RICO conspiracy which has the over arching goal of skimming hospital funds in artificially inflated claims against Medicaid, Medicare and private health insurance funds.

64. On information and belief the existing conspirators had enlisted the aid of the Western District of Missouri US Department of Justice, the Western District of Missouri Federal Bureau of Investigation field office at Kansas City, Missouri and the police departments of Lee's Summit, Missouri; Blue Springs, Missouri; and Independence, Missouri to assist the RICO conspiracy in obstructing justice in the plaintiff's private civil litigation in state and federal courts to protect the RICO conspiracy's overarching criminal interest in controlling the market for hospital supplies in an ongoing hospital skimming scheme.

65. On information and belief the police department of Lee's Summit was participating in a joint federal and state task force that resulted in elite members of the Lee's Summit Police Department residing across from and next to the plaintiff in the CHAPEL RIDGE MULTIFAMILY LLC apartment complex, The Fairways at Lakewood to supplement the warrantless wiretapping.

66. The plaintiff supports the following statements with a sworn affidavit and evidentiary exhibits that describe and document the public official corruption the plaintiff found running rampant in our Federal and State agencies, courts and public offices which was used by the defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER and their co-conspirators to injure the plaintiff and to carry out the over arching goals of the RICO conspiracy as set by the RICO enterprise controlling hospital supplies in Missouri and the nation.

67. On February 26 2008 the plaintiff emailed U.S. Senator Claire McCaskill's office and Corey Dukes with information discussing the continued retaliation and interference with the plaintiff's Federal and State cases,

civil rights, property rights and business interests. See Lipari Affidavit **Exhibit 8**.

68. On February 28, 2008 the plaintiff sent an email to the plaintiff's Missouri State Representative for Jackson County House Minority Party Leader Paul Lavota explaining the gravity of the plaintiff's situation and asking why Missouri Governor Jay Nixon's office is not doing something about the public official corruption obstructing justice in private civil litigation problem.

69. The plaintiff's letter gave notice that the problems seem to have escalated during the period Governor Jay Nixon was the Attorney General for Missouri.

70. The plaintiff explained that Corey Dukes at Senator Claire McCaskill's office also knew all about the problems the plaintiff had encountered. See **Lipari Affidavit Exhibit 9**.

71. On March 25 2008 the plaintiff called the US Attorneys office in Kansas City to complain of the interference the plaintiff was experiencing when trying to transfer data via the internet (FTP and by email) for his business when the plaintiff was informed by US Attorney for the Western District of Missouri, Assistant US Attorney Jeffrey P. Ray that Ray would be representing former US Attorney Bradley Schlozman for his conduct in his personal capacity before and after his service as a prosecutor in the Western District of Missouri Federal Court case #07-0849 *Lipari v. GE*. See Lipari Affidavit **Exhibit 9.1**.

72. On March 28 2008, the plaintiff responded to the Administrative Office for US Courts regarding their effort to restore confidence in our judiciary decimated by corruption under the Bush administration with showing the "Straw Man Fraud" the plaintiff had documented was used by the defendants' RICO conspiracy to fraudulently procure court rulings through out the plaintiff's eight-year legal battle and that resulted in decisions never being based on fact or law. See Lipari Affidavit **Exhibit 10**.

73. On April 2, 2008 the plaintiff emailed Senator Claire McCaskill's office Corey Dukes and the U.S. House Judicial Chairman John Conyers with the attached ethics complaint the plaintiff filed against the Honorable Judge Carlos Murguia on February 1, 2008 for his continued misconduct in several of the plaintiff's cases See Lipari Affidavit **Exhibit 11-11.1**.

74. On April 2, 2008 the plaintiff emailed Senator Claire McCaskill's office Corey Dukes with a letter to The Honorable Judge John W. Lungstrum written in 2003, concerned about the lack of fact-based law decisions in the plaintiff's litigation in Kansas District Court.

75. Additionally, the plaintiff sent an article from The Washington Post on how combined federal and state intelligence or threat fusion centers are run by states including the State of Missouri and have access to

sensitive personal information. See Lipari Affidavit **Exhibit 12-14**.

76. On April 3, 2008 the plaintiff emailed a reporter named Tom Flocco and explained the plaintiff's difficulties with the Honorable Judge Carlos Murguia, US Senator Claire McCaskill, US Representative Emanuel Cleaver II, US Attorney Bradley Schlozman and US Attorney John Wood regarding the judicial misconduct, cover up, extortion, obstruction of justice and fraud being committed against the plaintiff, his family and associates. See Lipari Affidavit **Exhibit 15**.

77. On April 14, 2008 the plaintiff emailed Corey Dukes with Senator Claire McCaskill's office and Geoffrey Jolly with Representative Emanuel Cleaver's office, a confidential petition and a second ethics complaint against the Honorable Judge Carlos Murguia. See Lipari Affidavit **Exhibit 16-17.1**.

78. On April 14, 2008 the plaintiff emailed a copy of the demand letter to AT&T for their role in obstructing justice, warrantless wiretapping and illegal surveillance programs to interfere with the plaintiff's litigation, businesses, personal property and civil rights. See Lipari Affidavit **Exhibit 18-18.1**.

79. On April 15, 2008 the plaintiff emailed Norm Siegel with Stueve Siegel Hanson LLP seeking help with the plaintiff's up coming mediation and settlement negotiations with links to the three complaints the plaintiff needed help with. See Lipari Affidavit **Exhibit 19**.

80. On April 15,th 2008 the plaintiff emailed Rick Holtsclaw with Holtsclaw & Kendall LC for help with the plaintiff's cases mediation and settlement negotiations with links to the three complaints the plaintiff needed help with. See Lipari Affidavit **Exhibit 20**.

81. On May 5, 2008 the plaintiff emailed Phil Cardarella for help with the plaintiff's cases mediation and settlement negotiations with links to the three complaints the plaintiff needed help with. See Lipari Affidavit **Exhibit 21**.

82. On May 8, 2008 Federal Task Force informant Suzanne Gauch provided introduction by email to Mike Lavota as a potential attorney to represent the plaintiff in his cases. See Lipari Affidavit **Exhibit 22**.

83. On June 8, 2008 the plaintiff gave an interview to INN World Report outlining the obstruction of justice in the plaintiff's six-year litigation and the continued fleecing of Medicare and Medicaid funds. See Lipari Affidavit **Exhibit 23**.

84. On July 10, 2008 the plaintiff sent an email to Sidney J. Perceful, a Commissioner, of the Federal Mediation & Conciliation Service of the United States Government following a meeting she had with the Honorable Judge Dean Whipple concerning the plaintiff 's attorney Bret D. Landrith and his fraudulent

disbarment which was reciprocally imposed on Landrith without a hearing in the US District Court for the Western District of Missouri.

85. According to Sidney J. Perceful, Judge Dean Whipple said he knew nothing about the Bret D. Landrith disbarment which he observed was highly unlikely since it was to be introduced at a monthly meeting of judges for a vote and he would have remembered it since the disbarments were so unusual but that the documentation of the order bears his name.

86. The plaintiff's email shows the Honorable Judge Dean Whipple had notice of the fraudulent disbarment See Lipari Affidavit **Exhibit 24**.

87. On November 20, 2008 the plaintiff emailed the latecomer defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER 's co-conspirator Joel B. Voran with notice of criminal misconduct from Voran's firm Lathrop & Gage LLP and Lathrop & Gage LLP's attorney showing that Lathrop & Gage LLP was engaged in a scheme with former Missouri Governor Matt Blunt to artificially inflate the cost of hospital supplies and to extort Medicare and Medicaid funds through the "Insure Missouri" hospital skimming scheme which included Neil L. Patterson and Cerner Corporation, a Kansas City-based medical software corporation that makes health care management systems to conceal the fraudulent claims against Medicaid and Medicare funds and that Governor Matt Blunt and the Novation LLC cartel planned to use to administer Medicaid funds without oversight in the Insure Missouri scheme. See Lipari Affidavit **Exhibit 25-25.1**.

88. On December 1, 2008 the plaintiff spoke with US Senator Claire McCaskill's caseworker Lisa M. Foehner regarding the plaintiff's FOIA request for the plaintiff's case file, Lisa M. Foehner informed the plaintiff that Senator Claire McCaskill had closed the plaintiff's case.

89. The plaintiff then emailed Senator McCaskill's Corey Dukes and U.S Representative Emanuel Cleaver II's Geoffrey Jolley and explained the plaintiff's call with Lisa M. Foehner.

90. Corey Dukes and Geoffrey Jolley said that US Senator Claire McCaskill and U.S Representative Emanuel Cleaver II were sending the plaintiff's request to the proper authorities in Washington regarding the Western District of Missouri US Department of Justice Office of former US Attorney Bradley Schlozman and US Attorney John Wood See Lipari Affidavit **Exhibit 26**.

91. On January 4, 2009 the plaintiff emailed notice to the members of the Missouri Board of Bar Governors as prospective injunctive relief defendants in the first of three amended petitions outlining the continued misconduct of the conspirators' licensed Missouri attorneys in misrepresenting the controlling case law and the facts on the face of the plaintiff's pleadings to the 16th Circuit State of Missouri Court to procure through extrinsic fraud sham dismissals of the plaintiff's claims for the purpose of protecting the RICO hospital supply enterprise and the RICO conspiracy through a lack of legal review or law based decisions in Missouri case # 0816-04217 before the Honorable Judge Michael M. Manners. See Lipari Affidavit **Exhibit 27-27.1**.

92. On January 20, 2009 the plaintiff emailed notice to the Missouri Board of Governors concerning the plaintiff's appeal #70534 in case # 0816-04217 before the Honorable Judge Michael M. Manners. See Lipari Affidavit **Exhibit 28**.

93. On January 22, 2009 the plaintiff emailed Melissa Streeter (an acquaintance of Federal Task Force Informant Susanne Gauch) on the ongoing and difficulties sending standard business documents and communications by email. See Lipari Affidavit **Exhibit 29**.

94. On January 26, 2009 the plaintiff sent an email notice to David @storesecured.com which is the plaintiff's consumer/home healthcare storefront's distributor and for which the plaintiff resold products under the brand Medical Supply Line from the plaintiff's apartment provided by CHAPEL RIDGE MULTIFAMILY LLC and through a virtual office mail and phone service provided by REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER.

95. The email notice the plaintiff sent to David @storesecured.com stated that the business plaintiff operated was forced to shut down due to continued antitrust, racketeering, conspiracy and fraud conduct by the RICO enterprise and RICO conspiracy which sought to shut down even the separate consumer/ home healthcare business and deprive the plaintiff of resources he could use to enter the hospital supply market. See Lipari Affidavit **Exhibit 30**.

96. The RICO enterprise and RICO conspiracy are formed around the Novation LLC hospital supply cartel scheme created by General Electric and Jeffry Immelt to skim hospitals by overcharging Medicare, Medicaid and private insurers for hospital supplies.

97. The plaintiff also found that the RICO enterprise and RICO conspiracy are formed around the Novation LLC hospital supply cartel scheme created by General Electric and Jeffry Immelt included the latecomer RICO conspirators CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST,

HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER who formed an agreement to help shut down the plaintiff's home healthcare/ consumer business in furtherance of the overarching goals of the RICO hospital supply enterprise and the RICO conspiracy to keep me out of the institutional and with the intent to shut down the plaintiff's financial resources. See Lipari Affidavit **Exhibit 30**.

98. On January 26, 2009 the plaintiff sent an email responding to the plaintiff's sister's son who was being harassed by teachers in the Blue Springs school district.

99. The plaintiff's reply documented the continued interference from federal and State of Missouri agency employees including those of the City of Blue Springs Police Department in conduct of public official corruption to shut down the plaintiff's business and financial resources to further the overarching goals of RICO hospital supply enterprise and the RICO conspiracy. See Lipari Affidavit **Exhibit 30.1**.

100. On January 26, 2009 the plaintiff took the plaintiff's mother to the "Bank of The West" and added her to the plaintiff's account so that the plaintiff would have access to the funds invested by his brother and sister.

101. When the plaintiff and his mother sat down with the plaintiff's personal banker they learned "Bank of The West" already had the plaintiff's mothers' name, address and social security number on file.

102. The plaintiff's mother has never conducted business with any bank in over 20 years (having only been a credit union customer) and had never been a customer of the "Bank of The West".

103. Bank of The West was instructed by federal and State of Missouri agency employees to participate in public official corruption and Bank of The West complied with the instruction from federal and state agencies to monitor and report all activity regarding the plaintiff account(s) and activity.

104. On February 14, 2009 the plaintiff contacted Attorney General Mr. Eric Holder by mail and email pleading for help (See Lipari Affidavit **Exhibit 31**) following US Senator Claire McCaskill's office's Regional Director Michelle Sherod making a similar request to the Office of Inspector General. See Lipari Affidavit **Exhibit 31.1**.

FBI AGENT KEVIN PERKINS HOBBS ACT EXTORTION IN PARTICIPATION WITH THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION

105. Deputy Inspector General Paul K. Martin forwarded the plaintiff's complaint to Kevin Perkins with the Inspector Division of the Federal Bureau of Investigation ("FBI"). See Lipari Affidavit **Exhibit 31.2**.

106. The inspector Division declined to take action for lack of evidence (See Lipari Affidavit **Exhibit 31.3**) in

what turned out to be a form letter sent by the agency to obstruct justice in the cases the FBI had knowledge the agency had used illegal letters of inquiry and warrantless wiretaps.

107. The plaintiff posted his request to Attorney General Mr. Eric Holder on Democratic Underground. See Lipari Affidavit **Exhibit 31.4**.

108. On February 28, 2009 following the plaintiff's latest complaint to the Senate Judiciary Committee, the Missouri Board of Bar Governors, the US Department of Justice ("USDOJ"), the FBI; the US Attorney for the Western District of Missouri, John Wood resigned and Assistant US Attorney ("AUSA") Matt J. Whitworth took over as interim US Attorney.

109. On July 1, 2009 the plaintiff mailed a notice to all the plaintiff's creditors and later duplicated copies to his creditors by fax and email. See Lipari Affidavit **Exhibit 31.5**

110. On July 1, 2009 the plaintiff provided email notice to the Missouri Board of Governors with attached exhibits (See Lipari Affidavit **Exhibit 32**) illustrating the Missouri Western District Appeals Court Clerk Terrance Lord refused to accept the plaintiff's appeal brief (See Lipari Affidavit **Exhibit 32.1**) for word count even though it conformed with the published online rules of the Missouri Supreme Court. See Lipari Affidavit **Exhibit 32.2.**

111. The plaintiff had previously attached a copy of the second request of June 27, 2009 pleading for help from US Attorney General Mr. Eric Holder and hand delivered it to the City Attorney for the City of Lee's Summit, City of Blue Springs, City of Independence and City of Kansas City on June 29 2009. See Lipari Affidavit **Exhibit 32.3**.

112. On July 16 2009 the plaintiff received an email from LIANNE ZELLMER concerning my August invoice for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33**.

113. The plaintiff replied by email and letter of July 1, 2009 explaining that as a third party contract beneficiary of the business contracts and expectancies the plaintiff had lost due to the negligence of FBI Director Mr. Robert Mueller in training FBI agents to investigate Public Official Corruption the FBI had knowledge of and failed to stop allowing the RICO conspirators to continue procuring fraudulent outcomes in court, so the United States Government would provide REGUS PLC, and REGUS MANGEMENT GROUP LLC the full amount due along with any interest or penalty under the Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007). See Lipari Affidavit **Exhibit 33.1**.

114. The plaintiff attached a Federal Torts Claim Act Form 95 and the appropriate mailing address for LIANNE ZELLMER to submit on behalf of REGUS PLC, and REGUS MANGEMENT GROUP LLC to receive full

compensation for the plaintiff's obligations for the mail and phone service they had provided the plaintiff. See Lipari Affidavit **Exhibit 33.1**.

115. On July 21, 2009 the plaintiff requested Attorney General Eric Holder start a criminal referral right here in Kansas City. See Lipari Affidavit **Exhibit 34**.

116. On July 22, 2009 at 9:00 am the plaintiff sent a request for a criminal referral by email to the Professional Responsibility Advisory Office regarding all of his letters, complaints and notices the plaintiff provided during the plaintiff's eight year litigation and the plaintiff posted many of those letters, complaints and notice links on the blog of Democratic Underground. See Lipari Affidavit **Exhibits 34.1**.

117. The plaintiff began posting documents on Democratic Underground because Internet communications and emails were no longer reliable means of communicating with legislators, senators and representatives to exposing the ongoing public corruption in our courts and US Department of Justice.

118. On July 22, 2009 at 1:30 pm the plaintiff went to Kansas Federal Court in Kansas City, Kansas at 500 State Avenue Kansas City, KS 66101-2400 to ask for information about a Freedom of Information Act ("FOIA") request regarding information and communications between the courts, clerks and judges relating to the ongoing interference with the plaintiff's 8-year litigation. See Lipari Affidavit **Exhibit 35**.

119. The plaintiff met with the clerk on the second floor and was asked to wait while he checked into the plaintiff request.

120. Upon the clerk's return 5 minutes later he asked that the plaintiff leave the plaintiff name and number because everyone was still out to lunch but that someone would get back to the plaintiff.

121. The plaintiff left his name and number and then proceeded to the Missouri Federal Court at 400 E. 9th Street Kansas City, MO 64106 where the plaintiff made the same request and where he also left his name and number and again someone would get back to the plaintiff.

122. In addition to making the plaintiff's request to the Missouri Federal Court the plaintiff went to the 5th floor US Attorney's office and made a similar request but was given the name of Ms. Stafford to call at a later date.

FBI SENIOR FIELD AGENT'S HOBBS ACT EXTORTION IN PARTICIPATION WITH THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION

123. The plaintiff then at about 2:15 pm proceeded to the FBI field office in Kansas City, Missouri at 1300 Summit Kansas City, Missouri 64105 and made a similar request to ask about the format of a FOIA and who the records custodian the request should be addressed to.

124. A senior FBI field officer was sent out to meet with the plaintiff and he asked further questions about the plaintiff's request.

125. The Western District of Missouri Senior FBI field officer then alarmed the plaintiff by looking at the plaintiff and telling the plaintiff in a serious voice "Make sure the hill you are fighting for is worth dying for."

126. On July 22, 2009 at 5:17 pm the plaintiff was so alarmed and in fear that the plaintiff requested Federal protection from Attorney General Mr. Eric Holder, which the plaintiff posted on Democratic Underground.

127. The plaintiff's post was later removed to cover up the criminal enterprise centered at the Kansas City FBI field office and the office of Interim US Attorney Matt J. Wittworth. See Lipari Affidavit **Exhibit 35.1**.

128. On July 22, 2009 at 8:47 pm, the plaintiff emailed a notice to the Missouri Board of Governors regarding the FBI field officer that threatened the plaintiff for making a FOIA request concerning the *ex parte* communications between courts and the agency that appeared to have interfered with and obstructed justice in the plaintiff' private civil litigation in Missouri state courts.

129. The plaintiff provided the Democratic Underground link showing the plaintiff's request for Federal protection, which provided in the body of the plaintiff's email. See Lipari Affidavit **Exhibit 36**.

THE LATECOMER DEFENDANTS' ENTER
INTO AGREEMENT TO JOIN RICO CONSPIRACY JULY 24, 2009

130. On ***July 24, 2009*** the plaintiff checked his Appeal status for case #WD70832 on Missouri Case Net and found the plaintiff was targeted with an eviction from the plaintiff's CHAPEL RIDGE MULTIFAMILY LLC apartment filed in court (case #09-CV22818) that was the plaintiff's residence and business office and that the case was filed at 4:58 pm Friday July 24, 2009. See Lipari Affidavit **Exhibit 37**.

THE LATECOMER DEFENDANTS'
APARTMENT/OFFICE EVICTION MAIL FRAUD of
REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER

131. On July 27, 2009 the plaintiff received a registered letter Dated ***July 24, 2009*** From LIANNE ZELLMER immediately terminating my business services at the REGUS PLC, REGUS MANGEMENT GROUP LLC Office Suites. See Lipari Affidavit **Exhibit 37.1.**

THE LATECOMER DEFENDANTS'
APARTMENT/OFFICE EVICTION MAIL FRAUD
Of SWANSON MIDGLEY LLC And CHRISTOPHER BARHORST

132. On July 28, 2009 the plaintiff received a letter dated July 22 2009 from CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC (See Lipari Affidavit **Exhibit 37.2**) that was post marked July 27 2009 as notice for rent not yet 30 days past due. See Lipari Affidavit **Exhibit 37.3**.

133. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC backdated, then filed and then mailed the fraudulent notice for legal action when the action had already been filed 3 days before notice was given.

134. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC filed suit on Friday ***July 24, 2009*** before a notice or demand was ever mailed.

135. CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC misrepresented facts to the court in case CV 0916-22818 by backdating documents, manufacturing false representations and ignoring due process as a fundamental right under the US Constitution and Missouri State Law.

THE LATECOMER DEFENDANTS'
AUTOMOBILE REPOSSESION MAIL FRAUD
WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC,
CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, And TONY R. MILLER

136. The plaintiff later received a notice document from NICHOLAS L. ACKERMAN with TROPPITO & MILLER LLC representing WELLS FARGO and its subsidiary WACHOVIA DEALER SERVICES INC. dated ***July 24 2009*** showing the concentrated effort to retaliate against the plaintiff for exposing the threat from the FBI field officer participating in the public official corruption utilized by the RICO conspiracy on July 22, 2009. See Lipari Affidavit **Exhibit 37.4**.

137. On July 28, 2009 the plaintiff emailed notice to CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC thru his legal assistant and notary BRITTANY BUMMER (bbummer@swansonmidgley.com) (See Lipari Affidavit **Exhibit 38** with the notice the plaintiff provided CHAPEL RIDGE MULTIFAMILY LLC and The Fairways at Lakewood on July 2, 2009. See Lipari Affidavit **Exhibit 38.1**.

138. On July 29, 2009 at 10:17 am and again to follow up at 3:44 pm the plaintiff posted notice to Attorney General Mr. Eric Holder through the Democratic Underground Justice Forum and asked that someone forward the plaintiff's pleading for help to Mr. Eric Holder. See Lipari Affidavit **Exhibit 39-39.1**.

139. On July 30, 2009 the plaintiff emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC again with the same notice the plaintiff later forwarded to the Missouri Board of Governors regarding the fraud committed on the court. See Lipari Affidavit **Exhibit 40-41**.

140. Notice and evidentiary exhibits were provided to SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC of the fraud being committed by CHRISTOPHER BARHORST and DEEDEE DIAZ.

141. Notice was also provided to 39 members of the Missouri Board of Governors on July 30th 2009 See Lipari Affidavit **Exhibit 41**.

THE LATECOMER DEFENDANT
CHAPEL RIDGE MULTIFAMILY LLC's FAILED
ATTEMPT TO WITHDRAW FROM THE RICO CONSPIRARCY

142. On July 31, 2009 at 10:30 am the plaintiff's residence at the CHAPEL RIDGE MULTIFAMILY LLC apartment complex known as The Fairways at Lakewood had an unusual amount of activity in the parking lot with the apartment manager DeeDee Diaz and members of the Lee's Summit Police Joint Task Force meeting in the parking lot and then suddenly leaving together.

143. That weekend according to several neighbors DeeDee Diaz, the CHAPEL RIDGE MULTIFAMILY LLC Apartment Manager was fired and she moved out in the middle of the night.

144. On August 3, 2009 the plaintiff updated CHRISTOPHER BARHORST with SWANSON MIDGLEY LLC as an agent of CHAPEL RIDGE MULTIFAMILY LLC with formal notice of their fraud against the court and the plaintiff with attached exhibits.

145. The plaintiff mailed notice of the fraud to the cc: recipients Attorney General Mr. Eric Holder, FBI Director Mr. Robert Muller and the FBI field office in Kansas City.

146. The plaintiff hand delivered notice to The Honorable Judge Charles L. Stitt, the Lee's Summit City Attorney Teresa Williams, the City Manager of Lee's Summit Stephen Arbo, and the owner and registered agent of CHAPEL RIDGE MULTIFAMILY LLC, Scott Sperry and Grant A. Ramsey outlining the criminal misconduct, the plaintiff's family being targeted and documented proof of fraud being committed on the court. See Lipari Affidavit **Exhibit 42**.

147. The court clerk and the Honorable Judge Charles L Stitt omitted the plaintiff 's notice of fraud and proceeded to participate in a fraudulent procured judgment. See Lipari Affidavit **Exhibit 42.1**.

148. The document reflects fraud by the court with a check mark that the "Defendant appears in person" and a check mark that Although duly summoned and called Defendant appears not, and is in default.

149. In an attempt to cover up the frauds committed on the court, and by the court, CHRISTOPHER BARHORST with SWANSON MIDGLEY LLC as an agent of CHAPEL RIDGE MULTIFAMILY LLC allowed HOLLY FISHER with SWANSON MIDGLEY LLC to complete the fraud and obtain a fraudulent judgment.

150. While waiting for a copy of the judgment plaintiff ask to have a moment with Ms. HOLLY FISHER with SWANSON MIDGLEY LLC because plaintiff could not believe that a court with notice of the fraud would enter a fraudulent judgment in favor of the fraud.

151. Plaintiff told Ms. HOLLY FISHER with SWANSON MIDGLEY LLC that it was illegal to obtain judgment through fraud and that the judgment was invalid.

152. Ms. HOLLY FISHER with SWANSON MIDGLEY LLC told plaintiff that if plaintiff didn't like it to file an appeal.

153. The Honorable Judge Charles L Stitt and the clerk of the court knowingly omitted the plaintiff's notice of fraud from the file.

154. Because the plaintiff had a copy of the notice with the plaintiff during the hearing, the plaintiff asked the court to file stamp the plaintiff's notice and enter it into the file.

155. Also provided with a copy and notice of the frauds were the Missouri Board of Governors, LEE'S SUMMIT CITY ATTORNEY, TERESA WILLIAMS; LEE'S SUMMIT CITY MANAGER, STEPHEN ARBO; CHAPPEL RIDGE MULTIFAMILLY INC. SCOTT SPERRY; CHAPPEL RIDGE MULTIFAMILLY INC. GRANT A. RAMSEY.

COMPLETION OF FRAUD ON
THE 16TH CIRCUIT COURT By CHAPEL RIDGE MULTIFAMILY LLC,
SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, And HOLLY L. FISHER

156. The clerk was extremely nervous but stamped the plaintiff's notice and entered it into the file after the fraudulently procured judgment was already entered. See Lipari Affidavit **Exhibit 42.2**.

157. On August 3, 2009 the plaintiff provided notice to the Missouri Board of Governors and the plaintiff's defendants with formal notice of the fraud being committed on the court by SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER while the defendants' co-conspirators were already in Federal and State court for the same fraudulent misconduct. See Lipari Affidavit **Exhibit 43.**

158. On August 12, 2009 the plaintiff sent notice to The Board of Governors showing the plaintiff's request for Mr. Holder to start enforcing our laws and support the President Obama healthcare initiative. See Lipari

Affidavit **Exhibit 44**.

MISSOURI ATTORNEY GENERAL CHRIS KOSTER'S
PARTICIPATION IN THE RICO CONSPIRACY'S PUBLIC OFFICIAL CORRUPTION

159. On August 14, 2009 the plaintiff sent notice to the Board of Bar Governors showing what the plaintiff posted on Democratic Underground to Attorney General Mr. Chris Koster regarding a notice signed by Jodi Lehman from the Missouri Attorney General Chris Koster's office targeting the plaintiff with a sham consumer complaint to artificially create a negative inquiry on the plaintiff's business record. See Lipari Affidavit **Exhibit 45**

160. Missouri Attorney General Chris Koster is responsible for knowing, the company he targeted is a Kansas corporation that is inactive and has never made a consumer sale in addition to being out of Attorney General Chris Koster's jurisdiction.

161. Missouri Attorney General Chris Koster's complaint was in bad faith and in furtherance of the RICO conspiracy's over arching goal to loot Medicaid and Medicare through control of hospital supplies because of the fact the plaintiff was the consumer making a purchase from a company in Texas. See Lipari Affidavit **Exhibit 45.1**.

162. On August 17, 2009 the plaintiff emailed notice to the Board of Bar Governors (See Lipari Affidavit **Exhibit 46**) regarding the plaintiff's next business injuries to be litigated for treble damages. See Lipari Affidavit **Exhibit 46.1**.

163. On August 17, 2009, the plaintiff emailed a news link that three U.S. Senate Committees have now requested the same information the plaintiff has requested as discovery only to be confronted by sham un-researched misrepresentations of controlling law by Missouri licensed attorneys who obstructed justice with their misrepresentations of law and fact to state and federal tribunals for the past 8 years. See Lipari Affidavit **Exhibit 47**.

164. On August 19, 2009, the plaintiff emailed notice to the Board of Bar Governors and the defendants regarding the completed fraud under the controlling case law of this jurisdiction for fraud on the court committed in Missouri See Lipari Affidavit **Exhibit 48**.

165. On August 21, 2009 at 8:07 am the plaintiff emailed notice to the Board of Bar Governors that Missouri Attorney General Chris Koster failing to do anything doing about the harm to Missourians caused by the refusal to enforce Missouri Laws against the plaintiff's defendants and the public officials protecting the RICO

enterprise and RICO conspiracy**.** See Lipari Affidavit **Exhibit 49-49.1.**

166. By 12:54 pm certain public officials had instructed administrators for the blog Democratic Underground to begin censoring the plaintiff's speech and remove him from posting any more information about the ongoing criminal RICO enterprise being protected by the Western District of Missouri Office of the USDOJ. See Lipari Affidavit **Exhibit 49.2**.

167. The same public officials who had the plaintiff removed from Democratic Underground knew the plaintiff's email service and web site postings were no longer reliable forms of communication due to the ongoing interference from my Internet Service Provider and email client provider GoDaddy.com.

168. On August 31, 2009 the plaintiff emailed notice to the Board of Bar Governors, the St Louis FBI office of John Gilles and the Inspector General of the US Department of Justice regarding the continued public corruption, retaliation, obstruction of justice and targeting of the plaintiff, his family and business associates to interfere with the plaintiff's Federal and State litigation. See Lipari Affidavit **Exhibit 50-50.4**.

169. On September 1, 2009 the plaintiff emailed additional evidence to the Missouri Board of Bar Governors about the plaintiff's family being targeted and harassed by the US Attorney's Office, which was physically carried out by Federal and State law enforcement including the Federal/ State Joint Task Force members the City of Lee's Summit, Blue Springs and Independence police departments. See Lipari Affidavit **Exhibit 51**.

170. On September 9, 2009 the plaintiff emailed notice to the Missouri Board of Governors regarding the loss of life and damages to US Citizens and Missouri residents as a result of Federal and State agencies refusing to enforce our Federal and State Laws against criminal misconduct and public official corruption to maintain the RICO conspiracy's monopoly in healthcare. See Lipari Affidavit **Exhibit 52**.

171. On September 16, 2009 the plaintiff emailed notice to the Missouri Board of Governors regarding the continued retaliation and harassment toward the plaintiff, members of the plaintiff's family and business associates. See Lipari Affidavit **Exhibit 53-53.1**.

172. On September 17, 2009 the plaintiff responded to LIANNE ZELLMER with REGUS PLC, REGUS MANGEMENT GROUP LLC office suites regarding a collection agency email from HQ and a balance of $3533.70, which is dramatically more (4x) than was requested at the time the plaintiff services were immediately terminated in coordination with the eviction from the plaintiff's residence that also began on ***July 24 2009.*** See Lipari Affidavit **Exhibit 54**.

173. In addition to the plaintiff's account being immediately terminated and turned over for collection with no

offer made to restore service, the plaintiff sent notice to LIANNE ZELLMER and Susan Conley regarding REGUS PLC, and REGUS MANGEMENT GROUP LLC's participation in the ongoing RICO enterprise after the plaintiff provided an offer on July 16 2009 for a complete and total resolution including any penalty and interest See Lipari Affidavit **Exhibit 54.1**.

174. The plaintiff responded again on September 18 2009 as a follow up to the plaintiff's previous response asking for the name of REGUS PLC, and REGUS MANGEMENT GROUP LLC's legal counsel so that the plaintiff could serve them a new or amended RICO complaint. See Lipari Affidavit **Exhibit 54.2**.

175. On September 24, 2009 Missouri's Chief Supreme Court Justice William Ray Price Jr. addressed the Missouri Board of Governors and officers of the courts about systemic misconduct in our Missouri state courts that the plaintiff had repeatedly experienced including predetermined outcomes that procured court judgments through extrinsic fraud, depriving Missouri citizens of a trial in front of a jury. See Lipari Affidavit **Exhibit 55**.

176. On September 29, 2009 the plaintiff emailed notice again to US Senator Claire McCaskill following her September 16, 2009 response in addition to the Board of Bar Governors and the Senate Judiciary Committee (see Lipari Affidavit **Exhibit 55.1**) **r**egarding the RICO enterprise in hospital supplies including its continued misconduct and retaliation through public official corruption. See Lipari Affidavit **Exhibit 55.2.**

177. On September 30, 2009 the plaintiff emailed notice to the Board of Bar Governors **(**see Lipari Affidavit **Exhibit 56**) and hand delivered notice to the Honorable Judge Robert L. Trout and the Honorable Senior Judge W. Stephen Nixon file stamped by the clerk of the associate court in Independence, Missouri Division 32 and Division 5 outlining the latest RICO co-conspirators CHRIS M. TROPPITO, TONY R. MILLER and NICK L. ACKERMAN of TROPPITO & MILLER LLC participating in the ongoing enterprise's conspiracy to control hospital supplies.

178. The plaintiff replied to the RICO enterprise with a letter outlining the plaintiff's position on the continued harassment and targeting of the plaintiff, his family and his business interests. See Lipari Affidavit **Exhibit 56.1**.

179. On October 7, 2009 the plaintiff sent notice to The Missouri Board of Governors showing the Honorable William Ray Price Jr., Supreme Court Justice of Missouri addressing the plaintiff's complaints and misconduct about Missouri State courts participating in support of fraudulent outcomes. See Lipari Affidavit **Exhibit 57**.

180. The plaintiff attached the most recent fraud on the court by TROPPITO & MILLER LLC. See Lipari Affidavit **Exhibit 57.1**.

181. On October 8, 2009 the emailed notice to the Board of Bar Governors with a cc: to US Senator Claire

McCaskill regarding the Honorable Judge Charles L. Stitt's continued participation in the criminal enterprise See Lipari Affidavit **Exhibit 58.**

COMPLETION OF SECOND FRAUD ON THE 16TH CIRCUIT COURT By CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, And HOLLY L. FISHER

182. The Honorable Judge Charles L. Stitt continued his participation with CHAPEL RIDGE MULTIFAMILY LLC even after Judge Charles L. Stitt had notice of the fraud but instructed the court clerk to omit the notice from the file in further participation of the RICO conspirator's fraud by attempting to conceal his role and the misconduct of the defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.1**.

183. The Honorable Judge Charles L. Stitt then proceeded with a garnishment Honorable Judge Charles L. Stitt knew was procured through fraud committed on the court by SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.2**.

184. On October 29, 2009 the plaintiff emailed another notice to the Missouri Board of Bar Governors outlining the continued negligence in policing against the open public official corruption and the continued fraudulent outcomes procured through extrinsic fraud on the court and the cases affected by the fraud. See Lipari Affidavit **Exhibit 59**.

THE RICO CONSPIRACY'S CONTINUED DEPRIVATION OF LEGAL REPRESENTATION FOR THE PLAINTIFF

185. On November 11, 2009 the plaintiff sent another notice to The Missouri Board of Governors outlining again the continued negligence in policing against the open public official corruption and the continued fraudulent outcomes procured through extrinsic fraud on the court (see Lipari Affidavit **Exhibit 60**) with the first page of a new RICO action against defendants that included Missouri licensed attorneys CHRISTOPHER BARHORST, HOLLY L. FISHER CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER and the Missouri chartered law firms SWANSON MIDGLEY LLC and TROPPITO & MILLER LLC that the plaintiff would be forced to file for subsequent RICO conduct over the past two years even while the same misconduct was still being litigated in Federal and State courts. See Lipari Affidavit **Exhibit 60.1**.

186. During this same period covered in this complaint, the plaintiff has been repeatedly injured by US Bank and US Bancorp in conspiracy with the RICO enterprise and RICO co-conspirators to deprive the plaintiff of

legal counsel by tortuously interfering with my business expectancies for legal representation by Hawver Law Office and Steven Siegel Hanson, LLP.

CAUSES OF ACTION

169. The plaintiff makes the following allegations incorporating by reference the contents of this petition and its exhibits.

COUNT I
Civil RICO violations of 18 U.S.C. § 1962(c)

170. The defendants have injured the plaintiff in his business or property by reason of violations of 18 U.S.C. § 1962.

171. The defendants have injured the plaintiff's home healthcare/consumer supplies business and the plaintiff's hospital supply business impact on interstate commerce

(1) conduct

172. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in conduct individually, jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to injure the plaintiff's business and property to prevent him from competing in the market for hospital supplies.

(2) of an enterprise

173. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have participated jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to injure the plaintiff's business and property to prevent him from competing in the market for hospital supplies.

174. The defendants are an "association-in-fact" enterprises under 18 U.S.C., section 1961(4).

(3) Pattern

175. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have participated jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court:

176. As part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to injure the plaintiff's business and property to prevent him from competing in the market for hospital supplies as part of a regular way of doing business in the 16th Circuit State of Missouri Court,

177. And as a way to continue the RICO pattern of RICO predicate acts against the plaintiff's business in court began by the defendants fellow RICO co-conspirators General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, LLC, Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc., Christopher M. McDaniel, Bradley J. Schlozman, Novation LLC, US Bancorp and The Piper Jaffray Companies.

(4) Racketeering Activity

178. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in conduct individually, jointly as part of a RICO enterprise in the 16th Circuit State of Missouri Court and as part of a RICO Conspiracy with the Novation LLC Cartel RICO enterprise to commit the following RICO predicate acts enumerated under 18 U.S.C. § 1961:

18 U. S. C. § 1961 section 1341 Mail fraud

179. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER engaged in a scheme to defraud the 16th Circuit Court of Missouri and the plaintiff through the above stated misrepresentations and the attachments to the plaintiff's affidavit to perpetrate a fraud on the court..

180. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER used the US Mail to send letters on the dates described above and in the attachments to the plaintiff's affidavit to further the defendants' fraudulent scheme to injure the plaintiff.

181. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to evict the plaintiff from his apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments.

182. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to obtain a garnishment against the plaintiff and his Bank of the West accounts.

183. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the plaintiff into relinquishing his leasehold in his apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments because of the fostered illusion of the RICO conspiracy to keep the plaintiff from being able to sale hospital supplies had the courts of the State of Missouri were rigged..

First § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

184. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC created a letter (See Lipari Affidavit **Exhibit 37.2**) that was post marked on July 27 2009 giving the plaintiff notice that SAMUEL LIPARI would:

185. 1) have an opportunity to dispute his arrearage within 30 days, See Lipari Affidavit **Exhibit 37.2**

186. 2) that if such dispute was received CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC would obtain a verification from their client CHAPEL RIDGE MULTIFAMILY LLC on the actual amount of arrearage .See Lipari Affidavit **Exhibit 37.2**

187. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC deliberately stated the above as misrepresentations to deceive the plaintiff and the 16th Circuit Court.

188. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented the amount of days that SAMUEL LIPARI was late on rent.

189. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented that SAMUEL LIPARI would have an opportunity to dispute the arrearage. See *infra*.

190. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented that the letter misrepresented CHRISTOPHER BARHORST and/or SWANSON MIDGLEY LLC would verify the amount SAMUEL LIPARI was delinquent paying their client CHAPEL RIDGE MULTIFAMILY LLC. See *infra*.

191. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter misrepresented SAMUEL LIPARI's delinquency on rent because the rent not yet 30 days past due. See Lipari Affidavit **Exhibit 37.3**.

192. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter made the above misrepresentations because it was created after the date that appears on its face in order to provide false and fraudulent documentation delivered by US Mail to procure the eviction of SAMUEL LIPARI from the residential apartment SAMUEL LIPARI was using as an office for his business Medical Supply Line.

193. CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC knew the letter was created and mailed with the above misrepresentations three days ***after*** CHRISTOPHER BARHORST and SWANSON MIDGLEY LLC had filed the eviction action against SAMUEL LIPARI in the name of their client CHAPEL RIDGE MULTIFAMILY LLC.

Second § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

194. CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC misrepresented facts to the 16th Circuit court and Honorable Judge Charles L. Stitt in case CV 0916-22818 by backdating the letter giving notice to SAMUEL LIPARI bearing the date July 22, 2009 (See Lipari Affidavit **Exhibit 37.2**) that was post marked on July 27 2009.

195. CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC misrepresented facts to the 16th Circuit court by signing a false court filing representing the misrepresentations in the manufactured letter as true to the best of knowledge of the Missouri attorney CHRISTOPHER BARHORST when CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC knew the filing was fraudulent and that they had created a false document to deceive the 16th Circuit Court Judge Honorable Charles L. Stitt and SAMUEL LIPARI that the proceeding was lawful.

196. The filing was mailed by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via US Mail.

197. The filing was caused by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to be communicated electronically to potential lenders, investors and business customers of SAMUEL LIPARI via Missouri Case Net.

Third § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

198. CHRISTOPHER BARHORST made an accompanying false affidavit with the filing swearing the fraud SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC were perpetrating on the court and SAMUEL LIPARI was authentic. The affidavit was mailed by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via US Mail.

199. The affidavit was part of the filing caused by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to be communicated electronically to potential lenders, investors and business customers of SAMUEL LIPARI via Missouri Case Net.

200. The plaintiff was injured in his business and property by the loss of his leasehold in his apartment/business office, the remaining days under the Missouri landlord tenant law chapter that the plaintiff could have used to save his business expectancies and to protect his credit from the defendants' injury.

201. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER have engaged in mail fraud manufacturing evidence as stated in the facts above and the plaintiff's affidavit and attachments.

202. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER used the US Mails to further their fraudulent scheme.

203. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER used the US Mails and electronic communications to further the fraudulent scheme to deceive the plaintiff into voluntarily returning his business car to avoid negative information on the plaintiff's credit report when the defendants had no intention to avoid injuring the plaintiff's personal and business credit reputation as part of the over all scheme to deprive the plaintiff of any resource he could use to enter the hospital supply market.

204. On July 1, 2009 plaintiff sent notice to WACHOVIA DEALERS SERVICES INC. that was later faxed on July 27 2009 explaining that as a third party contract beneficiary of the business contracts and expectancies the plaintiff had lost due to the negligence of FBI Director Mr. Robert Mueller in training FBI agents to investigate Public Official Corruption the FBI had knowledge of and failed to stop allowing the RICO conspirators from continuing to procure fraudulent outcomes in court, so the United States Government would provide WACHOVIA DEALERS SERVICES INC. the full amount due along with any interest or penalty under the

Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007). See Lipari Affidavit **Exhibit 31.5.**

205. On or about the last week of July plaintiff was interviewed for two hours by Lee's Summit Police Department Detective Griggs regarding evidence through legally unrepresented statements of an insurance claim created by Joint Task Force and its informant Suzanne Gauch.

206. Plaintiff was targeted in effort to manufacture evidence that would justify the fraud and criminal misconduct from Federal and State public officials and to interfere with plaintiffs Federal and State litigation.

207. When Lee's Summit Police Department Detective Griggs was preparing to leave plaintiff insinuated the USDOJ's negligence was also responsible for the death of Mr. George Tiller.

208. Plaintiff told Lee's Summit Police Department Detective Griggs that Kansas Attorney General and later Johnson County District Attorney Phil Kline should also be responsible because he also failed to protect Dr. George Tiller.

209. Detective Griggs violently defended Kansas Attorney General and later Johnson County District Phil Kline and then proceeded to press plaintiff explaining what a late term partial birth abortions is and that Mr. George Tiller deserved what he got.

Third § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

210. On August 27, 2009 plaintiff received a letter from NICHOLAS ACKERMAN Bar#54761 with TROPPITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. See Lipari Affidavit **Exhibit 49.3.**

211. On September 3 2009 plaintiff provided email notice to NICHOLAS ACKERMAN BAR#54761 with TROPPITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. outlining the notice plaintiff mailed on July 1 2009 and faxed on July 27 2009 to WACHOVIA DEALERS SERVICES INC. Jorge Torres which explained in detail how WACHOVIA DEALERS SERVICES INC. could obtain a full resolution to plaintiffs contractual obligation and plaintiffs wiliness to work with WACHOVIA DEALERS SERVICES INC. See Lipari Affidavit **Exhibit 51.1**

Fourth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

212. On September 28, 2009 a law suite was filed against plaintiff by NICHOLAS ACKERMAN BAR#54761 with TROPPITO + MILLER, LLC representing WACHOVIA DEALERS SERVICES INC. Jorge Torres without any response to plaintiffs letter of September 3 2009. See Lipari Affidavit **Exhibit 51.2**.

213. On September 29th 2009 at or about 10:30 am Plaintiff called WACHOVIA DEALERS SERVICES INC. JORGE TORRES from the intersection of I-35 and Metcalf but the phone did not work properly so plaintiff proceeded to I-35 and 95th Street and called from a convenience store.

214. Plaintiff spoke with WACHOVIA DEALERS SERVICES INC. JORGE TORRES when Mr. TORRES knowingly made a fraudulent misrepresentation.

215. WACHOVIA DEALERS SERVICES INC.' Jorge Torres offered to the plaintiff that if the plaintiff surrendered the vehicle, WACHOVIA DEALERS SERVICES INC. Jorge Torres would make sure there would be no negative reporting on plaintiffs credit report and no collection effort for any outstanding balance when the vehicle was sold.

216. On September 29 2009 plaintiff emailed NICHOLAS L. ACKERMAN Bar #54761 TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC notice of the conversation plaintiff had with WACHOVIA DEALERS SERVICES INC. JORGE TORRES and ask that service be provided by email. See Lipari Affidavit **Exhibit 55.3**.

Fifth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

217. On September 29, 2009 plaintiff received notice "Delivery of the following recipients failed". See Lipari Affidavit **Exhibit 55.4**.

218. The delivery notification failure was a server generated failure rather than the normal network failure for a non-deliverable email address **.** See Lipari Affidavit **Exhibit 55.4**.

219. Because plaintiffs email was blocked at the TROPPITO + MILLER, LLC server, plaintiff sent his 28 page September 30 2009 letter with attached exhibits highlighting the continued fraudulent misconduct of NICHOLAS L. ACKERMAN BAR#54761 TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC to the Missouri Board of Governors. See Lipari Affidavit **Exhibit 56.1**.

220. Plaintiff also hand delivered his September 30 2009 letter and evidentiary exhibits to the clerk of the associate court and The Honorable Judge Robert L. Trout and The Honorable Senior Judge W. Stephen Nixon. See Lipari Affidavit **Exhibit 56.2**.

221. Plaintiff witnessed the clerk file stamp the 28-page document.

222. On October 2 2009 plaintiff faxed the 28 page document dated September 30 2009 with attached exhibits in a continued effort to communicate with NICHOLAS L. ACKERMAN, TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC and WACHOVIA DEALERS SERVICES INC. Jorge Torres. See Lipari Affidavit **Exhibit 56.3**

Sixth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

223. On October 5, 2009 plaintiff finally received a letter from NICHOLAS L. ACKERMAN, TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC with attached exhibits of the Retail agreement with WACHOVIA DEALERS SERVICES INC. JORGE TORRES and a copy of plaintiff pay history. See Lipari Affidavit **Exhibit 56.4.**

224. On October 6, 2009 plaintiff faxed the 28 page September 30 2009 letter with exhibits of NICHOLAS L. ACKERMAN BAR#54761 TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC fraudulent misrepresentations to WACHOVIA DEALERS SERVICES INC.'S Jorge Torres. **(See Lipari Affidavit Exhibit 56.5)**

225. On October 7, 2009 plaintiff replied to the October 6 2009 letter of NICHOLAS L. ACKERMAN BAR#54761 TONI R. MILLER and CHRIS M. TROPPITO with TROPPITO + MILLER, LLC fraudulent misrepresentations and omission of the facts to the court. See Lipari Affidavit **Exhibit 56.6.**

Seventh § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

226. On October 17 2009 plaintiffs' brother received service for case #0916-CV29828 and recognized several fraudulent statements and misrepresentations. See Lipari Affidavit **Exhibits** Email and Fax

227. When plaintiff received service October 17 2009 court documentation did not reflect factual events or statement. See Lipari Affidavit **Exhibit** Email andFax

228. The entire affidavit misrepresents the facts outline and supported evidentiary exhibits. See Lipari Affidavit **Exhibit** Email andFax

229. Plaintiff's one additional document that has never been presented to plaintiff called the first notice of consumer's right to cure. See Lipari Affidavit **Exhibit 37.4.**

Eighth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

230. Plaintiff on information and belief avers that Exhibit B of the WACHOVIA DEALERS SERVICES INC.'S petition was fraudulently created and filed to give the appearance of a timely notice to cure. **(See Lipari Affidavit Exhibit 37.4)**

231. Plaintiff on information and belief avers that the plaintiffs' residence, business and personal and business assets were all targeted on ***July 24 2009*** in retaliation for exposing the death threat from an FBI field officer July 22 2009. See Lipari Affidavit **Exhibits** Email and Fax

232. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER used the mails in a scheme to defraud the plaintiff and to deprive him of the virtual office services of mail and telephone communications.

233. On information and belief REGUS PLC, and REGUS MANGEMENT GROUP LLC, entered into this fraudulent scheme as a result of the electronic communications of the RICO conspirators to LIANNE ZELLMER who later used the mails in a scheme to obtain four times the arrearage when the shut off of virtual office services had led to the plaintiff having to curtail his consumer home health care portion of his business.

234. On May 15, 2009 plaintiff received his June email invoice totaling $ 295.85 from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.2)**.

235. On June 8, 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites **(See Lipari Affidavit Exhibit 33.3**

Re: Notice of default and late fee assessment letter per agreement (the "Agreement") dated September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line

236. On June 15, 2009 plaintiff received his July email invoice totaling 265.29 from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.4**.

237. The plaintiff replied by email and letter on July 1, 2009 explaining that as a third party contract beneficiary of the business contracts and expectancies the plaintiff had lost due to the negligence of FBI Director Mr. Robert Mueller in training FBI agents to investigate Public Official Corruption the FBI had knowledge of and failed to stop allowing the RICO conspirators to continue procuring fraudulent outcomes in court, so the United States Government would provide REGUS PLC, and REGUS MANGEMENT GROUP LLC

the full amount due along with any interest or penalty under the Federal Tort Claims Act as interpreted in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007). See Lipari Affidavit **Exhibit 33**

238. The plaintiff attached a Federal Torts Claim Act Form 95 and the appropriate mailing address for LIANNE ZELLMER to submit on behalf of REGUS PLC, and REGUS MANGEMENT GROUP LLC to receive full compensation for my obligations for the mail and phone service they had provided the plaintiff. See Lipari Affidavit **Exhibit 33.1**.

Ninth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

239. Also on July 1,5 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.5**.

Re: Termination of service under agreement (the "Agreement") dated September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line

240. On July 16, 2009 plaintiff received his August email invoice totaling $ 278.06 from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites with a past due amount showing $ 561.18 for a total of $ 839.24. See Lipari Affidavit **Affidavit Exhibit 33**.

Tenth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

241. Again on July 24, 2009 plaintiff received a certified mail from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites See Lipari Affidavit **Exhibit 33.6**:

"Re: Services Agreement (the "Agreement") dated September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line for virtual office services at Crown Center 2300 Main Street, Suite 900, Kansas City MO

Accordingly, the agreement is terminated as of the date of this letter."

Eleventh § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

242. On September 17, 2009 plaintiff received a collection letter by email demanding payment of $ 3533.70 payable to NRS, for further credit to HQ dba Regus. See Lipari Affidavit **Exhibit 33.7**:

"My firm has been retained by HQ dba Regus. They have provided me with your most recent statement and invoices, and have requested immediate action be instituted in Jackson County. No attorney fees have been added to this case yet. We are willing to waive all additional fees and stop all pending action in Jackson County, contingent on this case being resolved by September 17, 2009. Your cashier's check is to be forwarded to the address below via Federal Express or other overnight courier. Calling me back with the air waybill tracking number from your overnight receipt will allow me to stop all actions. Alternatively, your remittance may be made via bank wire transfer to the following:

Payable to: NRS, for further credit to HQ dba Regus
Bank: Capital One, N.A.
Routing Number: 111901014
Account Number: 3620515522

Failure to adhere to the terms set forth herein may result in legal action. Govern yourself accordingly. If you have any questions, please feel free to contact me.

Sincerely,

Ulisses Garcia

NRS
2304 Tarpley Rd. Ste 134
Carrollton, TX 75006
469-521-0372 Voice
972-798-1028 Fax"

243. On September 17, 2009 plaintiff responded with an email to LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.8**:

"Hi Lianne, I received this email and it seems like a scam? If I recall correctly, the last invoice I received from you was around $900. I don't think you or Regus would like someone representing your interest in this way? Anyway I thought you should know. Best regards, S~"

Twelfth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

244. On September 18 2009 plaintiff received an email from LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites confirming $ 3533.70 is the amount owed. See Lipari Affidavit **Exhibit 33.9**.:

"Good morning. Unfortunately the email is <u>not</u> a scam. Our collections agency is in Dallas and the amount is very close to what I submitted. Since your contract had already renewed I had to submit to collections for the current default as well as the renewal for the next year. I know sometimes they negotiate the fees so I would give them a call.

Thanks,"

245. On September 18, 2009 plaintiff responded by email to LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites. See Lipari Affidavit **Exhibit 33.10**."

"No, that's OK. I will send them the attached form to recover everything from the DOJ or FBI. You might want to check into it because I don't believe the email (<u>Collection.Manager@nrs.us</u>) and they only give me a day to wire money into some unknown account. I also question the bank, the routing # and the account # with one day to pay for services I am not receiving (Contract = consideration given for consideration received). Did you ever send the attached claim form for recovery of my contract obligations to you and Regus as a third party beneficiary? Please see attached claim form notice I sent you on the 16th of July. I am providing this email to you as a notice to send to your collection agency and your Regus council. By the way, who will be your counsel so that I can send them and Regus my amended Rico complaint? Best regards, S~"

246. The anniversary date for plaintiff service is ***(the "Agreement") dated September 24, 2007.***

247. Plaintiff service was not scheduled for renewal until September 24, 2007, 2008, 2009, 2010 etc.

248. Plaintiff services were terminated prior to any renewal date and therefore a renewal date would not apply or renew until September 24, 2009. See Lipari Affidavit **Exhibit 33.6**.

249. As of the August invoice, which was sent July 15 2009, and includes up to August 24, 2009 plaintiff owed $839.24. See Lipari Affidavit **Exhibit 33.11**.

250. Because plaintiff services were terminated on ***July 24, 2009*** plaintiff only owes $ 561.18 for June and July because services were not provided after ***July 24, 2009.***

251. When plaintiff began service with LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC office suites in 2007 plaintiff fell behind waiting on capital and was more than three months in arrears without any disconnect or termination of services. See Lipari Affidavit **Exhibit 33.12**.

252. The plaintiff was a customer for two years and when the RICO conspirators succeeded in delaying operating funds for two months, the RICO co-conspirators LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC participated in a malicious effort to terminate services fraudulently charge for an entire year for services when LIANNE ZELLMER for the REGUS PLC, REGUS MANGEMENT GROUP LLC had no intention to provide.

18 U. S. C. § 1961 section 1343 Wire fraud

253. The plaintiff incorporates by reference the specific wire fraud predicate acts listed above.

254. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER used electronic communications and caused to be communicated electronically via fax and the Missouri Case Net on the dates described above and in the attachments to the plaintiff's affidavit to further the defendants' fraudulent scheme to injure the plaintiff.

255. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to evict the plaintiff from his apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments.

Thirteenth § 1341 Mail Fraud or § 1343 Wire Fraud Predicate Act

256. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the 16th Circuit Court of Missouri to obtain a garnishment against the plaintiff and his Bank of the West accounts. Ms. HOLLY L. FISHER with SWANSON MIDGLEY LLC had notice and evidentiary exhibits were provided to SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC of the fraud being committed by CHRISTOPHER BARHORST and DEEDEE DIAZ.

257. On July 28, 2009 the plaintiff emailed notice to CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC thru his legal assistant and notary BRITTANY BUMMER (bbummer@swansonmidgley.com) (See Lipari Affidavit **Exhibit 38** with the notice the plaintiff provided CHAPEL RIDGE MULTIFAMILY LLC and The Fairways at Lakewood on July 2, 2009.

258. On July 30, 2009 the plaintiff emailed CHRISTOPHER BARHORST at SWANSON MIDGLEY LLC again with the same notice the plaintiff later forwarded to the Missouri Board of Governors regarding the fraud committed on the court. See Lipari Affidavit **Exhibit 40-41**.

259. On August 3, 2009 the plaintiff updated CHRISTOPHER BARHORST with SWANSON MIDGLEY LLC as an agent of CHAPEL RIDGE MULTIFAMILY LLC with formal notice of their fraud against the court and the plaintiff with attached exhibits.

260. The Plaintiff told Ms. HOLLY FISHER with SWANSON MIDGLEY LLC that it was illegal to obtain judgment through fraud and that the judgment was invalid.

261. The court clerk and the Honorable Judge Charles L Stitt omitted the plaintiff ‘s notice of fraud and proceeded to participate in a fraudulent procured judgment. See Lipari Affidavit **Exhibit 42.1** and **Exhibit 58.1**.

262. The document for the judgment reflects fraud on the court with a check mark that the “Defendant appears in person” and a check mark that Although duly summoned and called Defendant appears not, and is in default.

263. Ms. HOLLY L. FISHER knew that sending documents by US Mail and causing a garnishment to be filed on Missouri Case Net’s electronic or wire data system would further injure the plaintiff in his business by damaging his credit rating.

264. Ms. HOLLY L. FISHER’s transmission of the garnishment to Bank of the West by telephone, fax, or email even though she had knowledge she had procured the garnishment through fraud on Honorable Judge

Charles L. Stitt was a wire fraud by CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, and HOLLY L. FISHER. See Lipari Affidavit **Exhibit 58.2**

265. The fraudulently procured garnishment was transmitted by HOLLY L. FISHER ,CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to SAMUEL LIPARI via wire when SAMUEL LIPARI saw it on Missouri Case Net online.

266. The fraudulently procured garnishment was caused by CHRISTOPHER BARHORST, SWANSON MIDGLEY LLC and CHAPEL RIDGE MULTIFAMILY LLC to be communicated electronically to potential lenders, investors and business customers of SAMUEL LIPARI via Missouri Case Net.

267. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER deceived the plaintiff into relinquishing his leasehold in his apartment/business office on the date and time stated above and in the plaintiff's affidavit attachments because of the fostered illusion of the RICO conspiracy to keep the plaintiff from being able to sale hospital supplies had the courts of the State of Missouri were rigged.

268. The plaintiff was injured in his business and property by the loss of his leasehold in his apartment/business office, the remaining days under the Missouri landlord tenant law chapter that the plaintiff could have used to save his business expectancies and to protect his credit from the defendants' injury.

269. WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER engaged in electronic communications and in the closing of email access to the plaintiff to further the defendants' fraudulent scheme to injure the plaintiff as stated in the facts above and in the attachments to the plaintiff's affidavit.

270. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER engaged in electronic communications and in the closing of the plaintiff's phone service and fax messaging to further the defendants' fraudulent scheme to injure the plaintiff as stated in the facts above and in the attachments to the plaintiff's affidavit and to obtain four times the previous bill for payment from the plaintiff as described above.

18 U. S. C. § 1961 section 1346 Wire fraud theft of honest services

271. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER engaged in

communications they caused to be transmitted through Case Net to procure judgments through fraud with each of the 16th Circuit Court Judges that participated with the defendants after receiving notice of the fraud as stated in the facts above, the plaintiff's affidavit and its attachments.

272. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER caused the email, fax and US Mail communications to:

(1) further a scheme or artifice to defraud the 16th Circuit Court;

(2) for the purpose of depriving the plaintiff of the intangible right of honest services of Honorable Judge Charles L Stitt;

(3) where the misrepresentations as stated above in the facts and in the plaintiff's affidavit and attachments made by the defendants are material in that they have the natural tendency to influence or are capable of influencing the Honorable Judge Charles L Stitt change its behavior; and

(4) the defendants used the mails or wires in furtherance of the scheme");

Hobbs Act (against Extortion) 18 U.S.C. §1951

273. The plaintiff was the direct target of the 18 U.S.C. § 1951(a) by the defendants through the Western District of Missouri FBI Office Senior Field Agent.

274. The Western District of Missouri FBI Office Senior Field Agent as stated above in the facts and in the plaintiff's affidavit and attachments employed the wrongful use of actual or threatened force, violence, or fear to obtain the property of a right to Freedom of Information Act records from the plaintiff.

275. The plaintiff did not return or otherwise request the records from the Western District of Missouri FBI Office records custodian,

276. The plaintiff was the direct target of the 18 U.S.C. § 1951(a) by the defendants through Kevin Perkins with the Inspector Division of the Federal Bureau of Investigation.

277. Kevin Perkins in his official position with the Inspector Division of the Federal Bureau of Investigation caused the plaintiff to be sent a letter stating the agency had no records of the ongoing investigation of the

plaintiff and that the plaintiff did not have evidence proving the investigation, the letters of inquiry or the warrantless wiretaps had occurred.

278. Kevin Perkins used the color of law to prevent the plaintiff from obtaining access to the FBI records related to the plaintiff.

279. The plaintiff did not resubmit his request to the FBI or otherwise ask US Senator Claire McCaskill to request the records from the FBI,

COUNT II
Civil RICO violations of 18 U.S.C. § 1962 (d)

280. The plaintiff hereby incorporates the allegations of this petition, his accompanying affidavit and specifically incorporates the above averments related to the defendants' participation in concerted predicate RICO acts stated under Count I to allege the following:

281. The defendants have injured the plaintiff in his business or property by reason of the defendants' violations of 18 U.S.C. § 1962(d).

282. The defendants CHAPEL RIDGE MULTIFAMILY LLC, SWANSON MIDGLEY LLC, CHRISTOPHER BARHORST, HOLLY L. FISHER, REGUS PLC, REGUS MANGEMENT GROUP LLC, LIANNE ZELLMER, WELLS FARGO, WACHOVIA DEALER SERVICES INC., TROPPITO & MILLER LLC, CHRIS M. TROPPITO, NICHOLAS L. ACKERMAN, and TONY R. MILLER in this action formed an agreement to participate in an 18 U. S. C. § 1962(d) criminal conspiracy meeting the requirements of *Salinas v. United States*, 522 U.S. 22, 63-64 (1997) with agents of the following existing RICO conspiracy members General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, LLC, Jeffrey R. Immelt, Seyfarth Shaw LLP, Stuart Foster, Heartland Financial Group, Inc., Christopher M. McDaniel, Bradley J. Schlozman, Novation LLC, US Bancorp and The Piper Jaffray Companies whose overarching purpose is to artificially inflate hospital supply costs in an ongoing hospital skimming scheme to loot Medicaid, Medicare and private insurance funds.

283. The conduct against the plaintiff by existing RICO co-conspirators is described fully on the plaintiff's web site wwww.medicalsupplychain.com/news

284. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; HOLLY L. FISHER; TROPPITO & MILLER LLC, CHRIS M. TROPPITO;

NICHOLAS L. ACKERMAN; and TONY R. MILLER as knowledgeably joining the RICO conspiracy by intentionally committing frauds and conduct specifically prohibited by the Missouri Rules of Professional Conduct ("MRPC") §§ 4-3.3(a)(1) and (3); 4-3.4(b); 4-5.1(c) (1) and (2); 4-8.4(b), (c), (d) and (f) and by disobeying their mandatory duty to report MRPC violations of their co-conspirators.

285. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants CHAPEL RIDGE MULTIFAMILY LLC; SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER as knowledgeably joining the RICO conspiracy by intentionally committing frauds and conduct specifically prohibited by Missouri Revised Statutes, Chapter 535, Landlord-Tenant Actions.

286. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER because they sabotaged CHAPEL RIDGE MULTIFAMILY LLC's attempt through Scott Sperry and Grant A. Ramsey to withdraw from the RICO Conspiracy that included Grant A. Ramsey's firing of property manager DeeDee Diaz to escape the liability for treble damages under 18 U. S. C. § 1964 that will result in a judicial sale of The Fairways at Lakewood apartment complex.

287. SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER sabotaged the affirmative act of to withdraw from the RICO conspiracy by continuing to commit predicate acts of mail and wire fraud as the agent of CHAPEL RIDGE MULTIFAMILY LLC.

288. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants SWANSON MIDGLEY LLC; CHRISTOPHER BARHORST; and HOLLY L. FISHER because HOLLY L. FISHER under the supervision and managing partner CHRISTOPHER BARHORST's control completed the fraud on the 16th Circuit Court by obtaining the judgment evicting the plaintiff after receiving notice of the fraud.

289. HOLLY L. FISHER under the supervision and managing partner CHRISTOPHER BARHORST also then later furthered the mail and wire fraud by obtaining a garnishment order on the plaintiff and by serving the order on Bank of the West.

290. CHAPEL RIDGE MULTIFAMILY LLC refused to accept payment in full and all penalty and late fees by turning in the FTCP form provided by the plaintiff.

291. The plaintiff's charges of violations of 18 U. S. C. § 1962 (d) by the defendants TROPPITO & MILLER LLC, CHRIS M. TROPPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER which proceeded in the fraudulent scheme to defraud the 16th Circuit State of Missouri Court even though the statute required notices

to the plaintiff had been falsified and CHRIS M. TROPPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER received notice of the exposure of TROPPITO & MILLER LLC's mail and wire fraud predicate acts to perpetrate the fraud on the court.

292. TROPPITO & MILLER LLC kept their clients WELLS FARGO, and WACHOVIA DEALER SERVICES INC. in the 18 U. S. C. § 1962 (d) RICO conspiracy through repeated predicate acts of mail and wire fraud by CHRIS M. TROPPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER to ensure payment by their client and to have the protection of a big bank in court.

293. On December 16th, 2009 CHRIS M. TROPPITO stated to the plaintiff that his firm TROPPITO & MILLER LLC would not represent the plaintiff in his litigation to enter the market for hospital supplies and medical supplies for consumers as a way to be dropped from the present lawsuit, releasing WELLS FARGO, and WACHOVIA DEALER SERVICES INC. because of a "conflict of interest."

294. WELLS FARGO, WACHOVIA DEALER SERVICES INC., CHRIS M. TROPPITO; NICHOLAS L. ACKERMAN; and TONY R. MILLER's interest adverse to the plaintiff's entry into the market for hospital supplies and medical supplies for consumers is a conspiratorial interest and or confidential relationship with the other defendants and their co-conspirators in the illegal Novation LLC Cartel.

295. WELLS FARGO, and WACHOVIA DEALER SERVICES INC. refused to accept payment in full and all penalty and late fees by turning in the FTCP form provided by the plaintiff.

296. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER performed an affirmative act to withdraw from the 18 U. S. C. § 1962 (d) RICO conspiracy after terminating the plaintiff's mail and telephone services.

297. LIANNE ZELLMER sent a communication offering to turn back on the mail and phone services providing the plaintiff bring the account to current.

298. REGUS PLC, REGUS MANGEMENT GROUP LLC, and LIANNE ZELLMER refused to accept payment in full and all penalty and late fees by turning in the FTCP form provided by the plaintiff.

Allegations and Claims Against
the original Novation LLC Cartel defendants
GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R. IMMELT

299. The petitioner SAMUEL K. LIPARI brings the following state law claims against defendants not subject to RICO based claims in this proceeding:

Introduction to the State Law Claims

300. 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.

301. 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.

302. 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.

303. 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*.

304. Both the GE entities and Medical Supply partially performed the terms of the contract.

305. 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.

306. 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.

307. 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 under *Rasse v. GE Capital Small Business Finance Corp*., 2002 MO 808 (MOCA, 2002).

308. 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 in *International Casings Group, Inc., v. Premium Standard Farms, Inc*., 358 F. Supp. 2d 863; 2005 U.S. Dist. LEXIS 3145, February 9, 2005.

309. 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.

310. Because of this conduct by JEFFREY R. IMMELT, 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.

311. JEFFREY R. 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.

312. Under JEFFREY R. IMMELT's direction and control, JEFFREY R. 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 plaintiff in order to have Medical Supply, the petitioner, his cause and his counsel destroyed.

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

314. 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 JEFFREY R. IMMELT's cartel co-conspirators and the cartel feared JEFFREY R. IMMELT's deception would be discovered.

315. 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.

316. 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 was accomplished in a deliberate use of social networking between government officials in a pattern modeled after the Mississippi Sovereignty Commission and that misconduct 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.

317. 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.

318. 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.

319. 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 JEFFREY R. 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 and led the Tenth Circuit to conclude that the counter appeal had been an abuse of process.

320. 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 JEFFREY R. IMMELT had succeeded in appealing but had not pursued in the year following remand.

321. JEFFREY R. 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.

322. 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.

323. 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.

324. The petitioner had earlier relied on the public filings of Neoforma, Inc., enraging JEFFREY R. IMMELT.

325. JEFFREY R. IMMELT had through the aid of U.S. Deputy Attorney General Paul J. McNulty and the McNulty Memo authored in December 2006 prevented 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 and from obtaining the corporate papers of Neoforma, Inc. without Main Justice and Karl Rove's approval .

326. 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.

327. 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 JEFFREY R. IMMELT through unlawful influence over the court and by using the Mississippi Sovereignty Commission style networking employed by JEFFREY R. IMMELT to destroy the petitioner and his associates.

328. 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.

329. 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, and Leonard L. Wagner MO. Lic. #39783 to repeatedly lie to the 16th Circuit 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.

330. 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 later 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 16th Circuit state court.

A. Missouri State Law Based Claims Statement of Facts

331. 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.

1. 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

332. 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.

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

334. The building was not occupied so SAMUEL K. LIPARI made a verbal offer to sub-lease a portion of the building.

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

the entire building.

336. 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.

337. 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.

338. The building was still not occupied so again SAMUEL K. LIPARI made a verbal offer to lease a portion of the building.

339. Karbank declined his offer indicating GE corporate properties would not accept anything less than leasing the entire building.

340. 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.

341. 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.

342. 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.

343. SAMUEL K. LIPARI contacted Barry Price, and he was referred to Mr. Scott Asner who also had a substantial interest in the building.

344. 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.

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

346. 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.

347. 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.

348. 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.

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

350. 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.

351. 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.

352. 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.

353. 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.

354. 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.

355. 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.

356. 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.

357. Mrs. Mark suggested SAMUEL K. LIPARI propose a mortgage arrangement directly to Mr. Frickie with GE Corporate.

358. 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.

359. 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

360. 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 :

> 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

361. 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:

> "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."
>
> May 15th 2003 taped voice mail message recorded by George Frickie.

Verification, A Writing Meeting Statute of Frauds

362. 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

363. On or about May 20th, 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.

364. 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.

365. Mr. Phillips also provided the construction blueprints of the building and allowed SAMUEL K. LIPARI to make copies.

366. SAMUEL K. LIPARI returned the blueprints after copies were made.

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

368. On May 22nd, 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.

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

370. 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.

371. 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

372. 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.

373. 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.

374. 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.

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

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

377. 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.

378. 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.

379. 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.

380. 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.

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

382. 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.

383. In March 2006 GE CAPITAL funded the purchase of Neoforma, an electronic marketplace competitor of

Medical Supply Chain, Inc.

384. 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.

385. “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.

B. GENERAL ELECTRIC DEFENDANTS’ INTERFERENCE WITH SUBSEQUENT ATTEMPTS TO CAPITALIZE PETITIONER’S ENTRY INTO HOSPITAL SUPPLY MARKET

386. 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.

387. 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.

388. 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.

389. 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.

390. On July 1st, 2007 Hon. Judge Eugene R. Wedoff stepped down as Chief Bankruptcy Judge of the Northern District of Illinois.

391. 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.

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

392. 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.

393. 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.

394. 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.

395. 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.

396. 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.

397. The former eighteen year Shughart Thomson & Kilroy 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.

D. MISSOURI STATE POLICY INTEREST IN PETITIONER'S ENFORCEMENT ACTION

398. As a result of the plaintiff's failure to advance his antitrust and state law based contract claims in federal court due to the misconduct of the defendants, the first 65,000 Missouri residents were cut off of Medicaid benefits on July 1, 2005.

399. A July 2nd, 2005 Los Angeles Times article stated 1/3 of the Missourians losing insurance coverage are

children: “An estimated 24,000 children are expected to lose their benefits, dental coverage is being cut for adults, and disabled people are losing coverage for crutches and other aids.” See Missouri’s Sharp Cuts to Medicaid Called Severe-More than 68,000, a third of them children, may lose benefits in the move to avoid tax hikes. LA Times, July 1, 2005.

400. On June 29, 2005, David Moskowitz MD, was invited to testify before the Missouri Medicaid Reform Commission and in his released pretestimony stated for the 65,000 patients losing coverage; “Since oxygen tanks are among the items no longer covered, many patients will soon die”[emphasis added].

401. Of course patients are the consumers in the market for hospital supplies that is the primary relevant market the petitioner is attempting to enter.

402. Doctor Moskowitz also stated; "The Missouri Legislature is wrestling with the most critical domestic issue of our time.

403. It is literally a life and death issue for tens of millions of Americans.

B. Missouri State Law Based Claims

404. The petitioner brings the following state law based causes of action against the original Novation LLC Cartel defendants GE, GE CAPITAL, GE TRANSPORTATION, and JEFFREY R. IMMELT:

COUNT III. CAUSE OF ACTION FOR BREACH OF CONTRACT

405. SAMUEL K. LIPARI hereby re-alleges the averments of fact above and makes the following allegations:

a. Meeting of Minds

406. George Frickie, property manager for The GENERAL ELECTRIC COMPANY who Medical Supply had been told by George Frickie and his agents, was the authority for the building at 1600 NE Coronado Dr. telephoned Medical Supply Chain’s Missouri headquarters and placed a message on its answering machine stating he had been instructed by “GE business leaders” to accept Medical Supply’s proposal and he was calling to do so.

407. Medical Supply Chain Inc. and SAMUEL K. LIPARI reasonably believed George Frickie had authority to enter into contract over the building at 1600 NE Coronado Dr. and SAMUEL K. LIPARI

honored the contract in reliance upon George Frickie's statements about his authority and the acceptance of the contract by GE.

b. Contract Was Signed and in Writing

408. Then, George Frickie sent a written acceptance via e- mail with his initials added a signature at the end of the email message.

409. No terms were disputed and the acceptance confirmed

410. The GENERAL ELECTRIC COMPANY would make its subsidiary GE TRANSPORTATION L.L.C. pay $350,000 for the buy out of the lease and its GE CAPITAL subsidiary provide the $6.4 million dollar mortgage and closing at 5.4% for twenty years with a first year moratorium on payments.

411. George Frickie's signed written acceptance referenced the proposal he had received from Medical Supply earlier that day.

412. This set of documents became a bilateral contract completed with the last act exchanging mutual promises (*D.L. Peoples Group, Inc. v. Hawley*, — So.2d — (2002 WL 63351, Ct. App., Fla., 2002) enforceable for the sale of the lease interest and the benefit of the bargain obtained by Medical Supply under its clear and complete terms meeting the writing requirements of a real estate purchase contract in Missouri and the writing and definiteness requirement of a credit agreement under Missouri statute RMS 432.045.2.

413. The formation of an enforceable contract in a set of documents created in correspondence is well settled See *Estate of Younge v. Huysmans*, 127 N.H. 461, 465-66, 506A.2d 282, 284-85 (1965).

414. Since state law requires a writing, the e-mail acceptance and signature of George Frickie is valid and enforceable under 15 USC §7001, the federal Electronic Signatures in Global and National Commerce Act, widely known as "E-SIGN." Section 101(a) of E-SIGN states that:

> "(1) a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and (2) a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation."

c. Mutual Consideration Through Exchange of Promises

415. Medical Supply performed as required, introducing itself to the City of Blue Springs Economic

Development.

416. The City of Blue Springs Economic Development Director approved of the use of the building for a national corporate headquarters of a hospital supply chain technology company capable of producing above living wage jobs for the community.

417. The City of Blue Springs Attorney agreed that the proposed use was suitable.

418. SAMUEL K. LIPARI committed to purchase the building from its owner in reliance on the contract with GE Transportation made open partial performance of the contract by opening the building for a three-hour briefing on the operation and maintenance of the building's complex systems.

419. This briefing was made by GE Transportation's Blue Springs property manager and the building's maintenance engineer, both of whom told Medical Supply's SAMUEL K. LIPARI that they had been terminated and will be leaving employment with GE TRANSPORTATION the following month because they were no longer needed.

420. GE CAPITAL partially performed as required and made an appointment with SAMUEL K. LIPARI in its Overland Park, Kansas office where Samuel K. Lipari took the building's blueprints furnished him by GE TRANSPORTATION, the building's physical description and photo furnished by George Frickie of GE corporate and Medical Supply's corporate records for the loan.

421. The GE CAPITAL loan officer Mr. Douglas McKay discussed the terms and questioned SAMUEL K. LIPARI in detail about the US Bank lawsuit. SAMUEL K. LIPARI explained why under the threat by US Bank of a malicious USA PATRIOT ACT suspicious activity report, Medical Supply could not risk going to a bank until the lawsuit was settled.

422. Mr. McKay agreed the USA PATRIOT ACT had no valid relationship to Medical Supply's involvement with US Bank and stated he would obtain the additional requirements GE

423. CAPITAL required from George Frickie and GE TrANSPORTATION. Mr. McKay indicated it could take longer to close but he would check into it.

424. Medical Supply communicated to its stakeholders, business associates, potential customers, and the owners of the building that it had obtained the financing and made commitments in reliance of GE's performance on the contract.

d. Indications of Repudiation

425. No letter similar to that which Mr. McKay had described was received from GE CAPITAL by the June 15th contract deadline and no notice of rejection of credit has been received.

426. George Frickie communicated by phone and e-mail that the GE CAPITAL performance would be at arm's length but since the financing was the benefit bargained for by Medical Supply, this did not contradict the contract.

e. Breach

427. When doubts about GE's intent to honor the contract arose, counsel for GE, GE TrANSPORTATION and GE CAPITAL each refused to confirm the repudiation.

428. The proposal accepted by George Frickie on behalf of GE's business leaders contained the executive summary of Medical Supply's business plan, including an explanation of the antitrust lawsuit with US Bancorp, et al and the financial projections for Medical Supply's entry into the market.

429. The GE defendants willfully breached their contract with Medical Supply Chain, Inc. and SAMUEL K. LIPARI with full knowledge of the benefit of the bargain negotiated upon by SAMUEL K. LIPARI and his expectations in reliance upon the contract.

COUNT IV.CAUSE OF ACTION FOR INTERFERENCE WITH BUSINESS EXPECTANCIES

430. The petitioner hereby includes and reasserts all factual averments from the four corners of the complaint and also avers the following for this claim:

431. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa intentionally interfered with the petitioner's business expectancy in capitalizing his third attempt to enter the market for hospital supplies.

432. The petitioner had (1) an oral contract with Michael W. Lynch to obtain and use his services, connections and reputation in locating a publicly traded company to merge with to underwrite the costs of entering the hospital supply market;

433. The petitioner had a valid business relationship with Michael W. Lynch and the expectancy

Because of the GE defendants use and the use of their agents Seyfarth Shaw and Alcoa of wire tapping, private investigators, breaking an entry, government sourced intelligence and the internal court information obtained through Arizona operatives, (2) the GE defendants had knowledge of the contract or relationship between the petitioner and Michael W. Lynch;

434. The petitioner attempted to aid Michael W. Lynch in the attacks on his reputation and the assets of his family members and associates and located an expert witness Sydney J. Perciful to assist Michael W. Lynch, unintentionally causing the petitioner's relationship and business expectancy with Michael W. Lynch to become known to the GE defendants.

435. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa (3) intentionally interfered with Michael W. Lynch by destroying his reputation by causing him to be jailed, terrorizing Lynch's wife and putting Lynch in fear for the safety of his family, trying to seize the property of Lynch's family home and the property of his brother and interfering with the payroll of Lynch's brother's plastics factory all for the purpose of inducing or causing a breach of Michael W. Lynch's contracts and relationships with the petitioner;

436. The GENERAL ELECTRIC defendants through their agents Seyfarth Shaw and Alcoa took these actions against the relationships and contracts between Michael W. Lynch's contracts and relationships with the petitioner in the (4) the absence of justification; and

437. The GENERAL ELECTRIC defendants caused (5) damages to the petitioner, resulting from the defendant's conduct that included the immediate loss of $300,000.00 the petitioner required to capitalize his entry into the hospital supply market and the two hundred million dollars the petitioner would have received after splitting with the publicly traded company his profits from four years of selling hospital supply products to hospitals.

438. The petitioner hereby includes and reasserts all factual averments from the four corners of the complaint and also avers the following for this claim:

439. The GENERAL ELECTRIC defendants intentionally interfered with the petitioner's business expectancy in the capital that was to be used to fund the petitioner's first attempt at entry into the hospital

supply market including denying the petitioner the return of the $300,000.00 raised for escrow accounts.

440. The petitioner had (1) a written contract with US Bank and US Bancorp to capitalize his entry

441. into the hospital supply market, a relationship with US Bank as the petitioner's bank and an expectancy that that relationship would facilitate his entry into the hospital supply market.

442. The GENERAL ELECTRIC defendants had (2) knowledge of the contracts, agreements and relationship between the petitioner and US Bank, US Bancorp and Piper Jaffray.

443. The GENERAL ELECTRIC defendants (3) intentionally interfered with the petitioner obtaining performance of the contract or agreement between the petitioner and US Bank, US Bancorp and Piper Jaffray contracts and relationships with the petitioner by assisting and coordinating the US Bank defendants defense in the (4) the absence of justification where there was no legal excuse for nonperformance of the US Bank and US Bancorp contracts and agreements and the GE defendants were not subject to liability or even named defendants in the action; and The GENERAL ELECTRIC defendants caused (5) damages to the petitioner, resulting from the defendant's conduct that included the immediate loss of $300,000.00 the petitioner required to capitalize his entry into the hospital supply market and the four hundred and fifty million dollars the petitioner would have received after four years of selling hospital supply products to hospitals.

PRAYER FOR RELIEF FROM THE GE DEFENDANTS

Under *Anuhco, Inc. v. Westinghouse Credit Corp*., 883 S.W.2d 910 (Mo App 1994) GE is responsible for the expectation damages of the forward projections that it had accepted at the time it entered into contract with Medical Supply. Medical Supply is able to prove it's projected profits with reasonable certainty.

Lost future profits may be used as a method of calculating damage where no other reliable method of valuing the business is available, see *Albrecht v. The Herald Co*., 452 F.2d 124 at 129 (8th Cir. 1971).

Expectation Damages

The monetary relief sought is the contract expectation damages as determined by the business

plan summary and forward financials in possession of GE at the time the proposal was accepted and the contract was formed from the GE defendants.

SAMUEL K. LIPARI seeks the lost profits that can be determined with reasonable certainty that Medical Supply Chain, Inc. would have made for the next four years of operations, had it been allowed to enter the market from the GE defendants.

In addition to this amount, SAMUEL K. LIPARI seeks the equity Medical Supply Chain, Inc. would have gained from the purchase of the building, and the cash payment for the remainder of the lease from the GE defendants.

The GE defendants injured the petitioner through interference with his business expectancy with Michael W. Lynch resulting in two hundred million dollars ($200,000,000.00) to the plaintiff SAMUEL K. LIPARI.

The GE defendants injured the petitioner through interference with his business expectancy with US Bank and US Bancorp resulting in four hundred and fifty million dollars ($450,000,000.00) to the plaintiff SAMUEL K. LIPARI, or some lesser difference depending upon the success of the GE Defendants interference.

The GE defendants injured the petitioner through interference with his business expectancy with obtaining a suitable business headquarters with office space and furniture to enter the national market for hospital supplies from a convenient in Blue Springs

The total damages from the GE Defendants sought by the plaintiff SAMUEL K. LIPARI for contract and interference with business expectancy claims is SEVEN HUNDRED MILLION DOLLARS ($700,000,000.00).

PRAYER FOR RELIEF FROM LATECOMER DEFENDANTS

The plaintiff seeks the following statute mandated relief:

RICO Damages Under 18 U.S.C. § 1964

The plaintiff was repeatedly injured by the above-described predicate acts in violation of 18 U.S.C. § 1962 (c).

The plaintiff would not have been injured but for the defendants' repeated violations of 18 U.S.C. § 1962 (c).

The plaintiff was injured as a direct and proximate cause of the defendants' repeated violations of 18 U.S.C. § 1962 (c).

The plaintiff was injured in his business and property from the defendants' repeated violations of section 18 U.S.C. § 1962 (c).

The plaintiff is entitled to joint and several redress from the defendants of four hundred and Fifty million dollars ($450,000,000.00), trebled under 18 U.S.C. § 1964 to an amount of one billion, Three hundred and fifty million dollars ($1,350.000.000.00 dollars).

The plaintiff seeks any other relief the court believes is just.

JURY DEMAND

The plaintiff respectfully requests a jury decide all questions of fact.

Respectfully submitted,

S/ Samuel K. Lipari

_____

SAMUEL K. LIPARI

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing instrument was forwarded this 19th day of January, 20010 by hand delivery, by first class mail postage prepaid, or by email to:

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Content date: 09/24/2009

Chief justice addresses annual meeting of The Missouri Bar/Judicial Conference in St. Louis

In his address Sept. 24, 2009, during the opening luncheon of the joint annual meeting of The Missouri Bar and the Judicial Conference of Missouri, held at the Hilton St. Louis at the Ballpark, Chief Justice William Ray Price Jr. told the 650 lawyers and judges gathered there:

"The rule of law, not special interest, is what we must preserve. ... Our focus and our intensity must be on justice first and justice for all. We must fight for it just as hard as the special interest groups fight for their agendas. ...

"Not just for this year, not just for next year, but for the foreseeable future, we need to focus the attention of the people of Missouri on the fact that, when they need a lawyer or when they must appear before a judge, the courtroom should not already be tilted against them by some special interest, no matter how rich, no matter how powerful."

The full text of the speech is available below.

Thank you. It is an honor to address the bar at its annual meeting.

The relationship between the bench and the bar in Missouri is of the greatest importance. This time we have together is precious, so I will get right to the point.

There are two distinct challenges that we need to address. These challenges confront both the bench and the bar. The first challenge, hopefully of short term, arises from our country's financial troubles. The second, unfortunately of longer term, concerns the broad political landscape that surrounds us.

Challenges are nothing new. The intensity of these challenges, however, is unmatched. It will take all of our collective skill and wisdom to overcome these challenges. And, we must do so in a manner that enhances the public's trust and confidence in our system of justice.

It is obvious that Missouri is not immune from the financial collapse that has plagued our nation. Our businesses and our law firms have been affected as has our state government. I have been out of the practice of law a long time, but I speak to my old friends and I read the newspapers. Traditional areas of business have dried up. Other areas of work have become more risky and less profitable. Partners and associates have been terminated. New associates have had their starting dates postponed. Law firms have merged and law firms have split, mostly for economic reasons.

I remember well the pressures of profit per partner and recovery ratios. But we all must remember that the practice of law has a heart and a soul. It is not just a business. It is the pursuit of justice, and that is what separates us and calls us apart from mere occupations.

The economic downturn has had a drastic affect on Missouri state government. Revenue for 2009 fell by 6.9 percent, the worst decline in a generation. As of today, revenues still are falling.

The courts cannot escape this reality any more than anyone else. As usual, Missouri falls within the mid-range of states affected by the financial crisis. While very few states are unscathed, some are faring better, many are faring worse. It is particularly important to note that, across the nation, almost all states are attempting to shield their court systems from the full impact of the revenue shortfall – all recognizing the vital role the judiciary plays in our society.

During fiscal 2009 we released back to the state nearly $3 million of monies appropriated to us. Our present budget anticipates that we will release back to the state another $3 million. Although these cuts are unprecedented, we must bear our portion of the shortfall. There is no use in complaining.

Many of our counties also are suffering. They are cutting court budgets, from the other end. Their cuts are just as deep. The next year, or two, will be difficult and will require aggressive management decisions that we would otherwise not want to make.

Exhibit 1

The good news is that we come to these hard times from a position of strength. Over the years, we have managed our resources and our efforts well. There are no significant backlogs of cases in Missouri. We have a first-class judicial education program and a statewide automation system. We have a juvenile justice program and a drug court program that are nationally recognized. We do not need to build new systems from scratch, but we do need to preserve as much as possible to avoid building them from scratch again.

The extent of the cuts that we are making will affect lawyers and judges, urban and rural areas, alike. It has been our goal in making these cuts to focus on meeting the legal needs of the citizens we serve as efficiently as possible with the resources available to us. We ask for your assistance and understanding as we work through these problems for the next few years.

Life for the Missouri legal system is just as complicated on the political side of the fence. Again, nothing new, but we are facing increased intensity from a number of fronts.

I will not talk about the various proposals to change the Missouri merit selection plan. Nor should any inference be drawn from what I say today regarding any of those proposals. But we must talk about the general political landscape and why it threatens our legal system.

The overwhelming and common danger of the great depression and World War II pulled us together as a people. We focused, by necessity, on the common good. We were willing to make individual sacrifices and compromises for the good of all. Since then, for many reasons, our society has fractionalized. Groups and interests now identify themselves more with what separates than with what unites.

Each group develops a funding source, and within each group a spokesperson or executive director steps forward to maintain the intensity of the group's particular message. Generally, these are good people with the best of intentions. But often they see no farther than their own interests. They are willing to sacrifice all other considerations, even when inevitable damage to the whole will occur.

Necessarily, these groups and interests become involved in the legal system. What they cannot obtain through the political process, they seek to obtain through the courts. What they obtain through the political process, they defend in the courts. It is not the facts or the law that they want to determine the litigation. They demand that the courts rule on the basis of their particular ideological views. For them, justice is determined by whether their special cause wins, regardless.

Our notions of justice are simply out of place and at risk in such a world. We have been taught to honor a fair and impartial judiciary that carefully decides cases on their own facts and in accordance with the law. For us, a good judge is a judge who can set aside his or her personal philosophy and is fair to each side, regardless of the controversy. A good judge is a judge who makes his or her decisions based on an objective determination of the facts in accordance with time-honored principles of law.

But this is exactly what the interest groups do not want. Instead, they want a judicial system in which judges are "dependable" … where judges can be counted on to decide cases on an ideological basis, without regard to facts or law … where judges' rulings can be predicted before any litigant enters the courtroom, before any evidence is introduced. Dedicated to their ideals, these groups forget that if courts favor any one litigant above the facts and the law, they necessarily must cheat the other.

Let me be clear: I do not think the majority of Missourians participate in or favor this factionalism. But those who do are vocal and committed and know no limits to the extent that they will fight or spend money to get their way. Unfortunately, they fail to see that they may destroy the legal system in the process.

Despite our many battles, this is the war that we cannot lose. The rule of law, not special interest, is what we must preserve. More than ten years ago The Missouri Bar came up with the phrase Justice First. I used that phrase as the theme of my first speech to the bar, and I use it again now. Our focus and our intensity must be on justice first and justice for all. We must fight for it just as hard as the special interest groups fight for their agendas. We must do so, both individually and as members of The Missouri Bar, at a level we have never dreamed of in the past.

Don't fool yourselves. In the real world of Missouri politics, we are just surviving, we have not prevailed. Even in good times, our judges are underpaid; our budgets are underfunded, legal reform efforts too often are simply veiled attempts to gain advantage for one side or the other in the litigation process. This is in the face of almost all public opinion polls that show a greater degree of respect for the judicial branch of government than any other branch of government. This is in spite of the help of many elected officeholders who are just as shocked at the new complexion of the political world as we are.

The reason we are losing ground is simple and obvious. We have been coming to the fight a day late and a dollar short. To be sure, former judges, bar leaders and civic leaders testify in committee hearings and say all of the right things at our annual meetings. This is not enough. For better or for worse, the political issues of today are shaped by aggressive public relations experts, financed by well-funded PACs. If we continue to live in denial of the real world around us, the rule of law will erode into nothing more than a memory of a branch of government that wasn't bought and sold by the political powerbrokers of the moment.

Albert Einstein questioned those who did the same thing over and over again and expected different results. Individually and as members of the organized bar, we need to do better. We need to get smart. We need to get organized. We need to get intense. We must use the same sophisticated techniques of shaping public opinion as those who want to capture us for their particular cause.

Not just for this year, not just for next year, but for the foreseeable future, we need to focus the attention of the people of Missouri on the fact that, when they need a lawyer or when they must appear before a judge, the courtroom should not already be tilted against them by some special interest, no matter how rich, no matter how powerful. We need to focus the attention of the people of Missouri on the fact that whatever others may be fighting for, we fight for justice first and justice for all.

U.S. Party/Case Index

All Types Name Search Results

10 Total Party matches for selection MEDICAL SUPPLY CHAIN for ALL COURTS
Search Complete
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Selections 1 through 10 (Page 1)

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Civil Cases

	Name	Court	Case No.	Filed	NOS	Closed
1	MEDICAL SUPPLY CHAIN, INC	mowdce	4:2005cv00210	03/07/2005	410	10/21/2005
2	MEDICAL SUPPLY CHAIN, INC.	ksdce	2:2005cv02299	07/14/2005	410	10/24/2006
3	MEDICAL SUPPLY CHAIN, INC.	ksdce	2:2003cv02324	06/18/2003	410	01/29/2004
4	MEDICAL SUPPLY CHAIN, INC.	ksdce	2:2002cv02539	10/22/2002	190	06/16/2003

Appellate Cases

5	MEDICAL SUPPLY CHAIN, INC.	10cae	04-3075	02/25/2004	3410	07/26/2005
6	MEDICAL SUPPLY CHAIN, INC.	10cae	04-3102	03/18/2004	3410	07/26/2005
7	MEDICAL SUPPLY CHAIN, INC.	10cae	08-3187	07/14/2008	3410	04/23/2009
8	MEDICAL SUPPLY CHAIN, INC.	10cae	06-3331	09/15/2006	3410	11/16/2007
9	MEDICAL SUPPLY CHAIN, INC.	10cae	03-3342	12/02/2003	3190	12/30/2004
10	MEDICAL SUPPLY CHAIN, INC.	10cae	02-3443	12/30/2002	4190	12/10/2003

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Exhibit 2

U.S. Party/Case Index

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18 Total Party matches for selection LIPARI, SAMUEL for ALL COURTS
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Bankruptcy Cases

	Name	Court	Case No.	Filed	Chapter
1	LIPARI, SAMUEL KEVIN	mowbke	90-40551	03/01/1990	7
2	LIPARI, SAMUEL KEVIN	mowbke	96-43254	10/02/1996	7

Civil Cases

	Name	Court	Case No.	Filed	NOS	Closed
3	LIPARI, SAMUEL	mowdce	4:2006cv00573	07/14/2006	190	11/29/2006
4	LIPARI, SAMUEL	mowdce	4:2007cv00849	11/09/2007	470	07/30/2008
5	LIPARI, SAMUEL K.	mowdce	4:2006cv01012	12/13/2006	190	04/04/2007
6	LIPARI, SAMUEL K.	ksdce	2:2007cv02146	04/10/2007	190	09/15/2009
7	LIPARI, SAMUEL K.	ksdce	2:2005cv02299	07/14/2005	410	10/24/2006

Appellate Cases

8	LIPARI, SAMUEL K.	08cae	08-3087	09/12/2008	4190	10/09/2008
9	LIPARI, SAMUEL K.	08cae	08-3115	09/16/2008	3470	12/04/2009
10	LIPARI, SAMUEL K.	10cae	08-3187	07/14/2008	3410	04/23/2009
11	LIPARI, SAMUEL K.	08cae	09-3203	09/21/2009	4190	10/19/2009
12	LIPARI, SAMUEL K.	10cae	08-3287	10/17/2008	4190	07/16/2009
13	LIPARI, SAMUEL K.	10cae	06-3331	09/15/2006	3410	11/16/2007
14	LIPARI, SAMUEL K.	10cae	08-3338	12/08/2008	4190	07/16/2009
15	LIPARI, SAMUEL K.	10cae	08-3345	12/18/2008	4190	07/16/2009
16	LIPARI, SAMUEL K.	08cae	08-3428	10/22/2008	4190	11/11/2008
17	LIPARI, SAMUEL K.	08cae	06-3546	10/12/2006	1	10/20/2006
18	LIPARI, SAMUEL K.	08cae	08-3984	12/29/2008	4190	01/23/2009

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Name Search Results by Case

All Participating Courts

Displaying **17** thru **22** of **22** records returned for parties with a name of **LIPARI, SAMUEL K** for **All** case types in **ALL** court locations.

1 2 **3**

Party Name	Case Number	Party Type	Style of Case	Case Type	Filing Date
Address on File		Circuit	County	Location	
LIPARI, SAMUEL K	0616-CV07421	Plaintiff Acting Pro Se	SAMUEL K LIPARI V GENERAL ELECTRIC COMPANY ET AL	CC Breach of Contract	03/22/2006
LEES SUMMIT, MO		Circuit 16	Jackson	Circuit Division (Independence)	
LIPARI, SAMUEL K	0616-CV32307	Plaintiff Acting Pro Se	SAMUEL K LIPARI V US BANCORP NA ET AL	CC Breach of Contract	11/28/2006
LEES SUMMIT, MO		Circuit 16	Jackson	Circuit Division (Independence)	
LIPARI, SAMUEL K	0816-CV04217	Plaintiff Acting Pro Se	SAMUEL K LIPARI V NOVATION LLC ET AL	CC Other Tort	02/25/2008
Independence, MO		Circuit 16	Jackson	Circuit Division (Independence)	
LIPARI, SAMUEL K	0916-CV29828	Defendant	WACHOVIA DEALER SERVICES INC V SAMUEL K LIPARI	CC Replevin	09/28/2009
KANSAS CITY, MO		Circuit 16	Jackson	Circuit Division (Independence)	
LIPARI, SAMUEL K.	SC89644	Appellant Acting Pro Se	SAMUEL K LIPARI, APP V NOVATION, LLC, ET AL, RES	AP Tran to SC- Post Opinion	10/08/2008
LEE'S SUMMIT, MO		Supreme Court of Missouri	Supreme Court of Missouri	Supreme Court	
LIPARI, SAMUEL K.	SC88756	Relator Acting Pro Se	SXR SAMUEL K LIPARI,REL V HON MICHAEL W MANNERS,RS	AP Writ of Mandamus	08/27/2007
LEE'S SUMMIT, MO		Supreme Court of Missouri	Supreme Court of Missouri	Supreme Court	

Displaying **17** thru **22** of **22** records returned for parties with a name of **LIPARI, SAMUEL K** for **All** case types in **ALL** court locations.

1 2 **3**

Exhibit 2.1

LIPARI, SAMUEL K	WD70001	Appellant Acting Pro Se	SAMUEL LIPARI, APLP V NOVATION, LLC, ET AL., RES	AP Civil Appeal Circuit	08/13/2008
INDEPENDENCE, MO		Western District Ct of Appeal	Western District Ct of Appeals	Western Appellate	
LIPARI, SAMUEL K	WD70534	Appellant Acting Pro Se	SAMUEL LIPARI, APLP V NOVATION, LLC, RES	AP Civil Appeal Circuit	01/09/2009
INDEPENDENCE, MO		Western District Ct of Appeal	Western District Ct of Appeals	Western Appellate	
LIPARI, SAMUEL K	WD70832	Appellant Acting Pro Se	S LIPARI, APLP V NOVATION, LLC, ET AL., RES	AP Civil Appeal Circuit	03/30/2009
INDEPENDENCE, MO		Western District Ct of Appeal	Western District Ct of Appeals	Western Appellate	
LIPARI, SAMUEL K	WD68703	Relator Acting Pro Se	EX REL SAMUEL LIPARI, REL V. MICHAEL MANNERS, RES	AP Writ of Mandamus	08/13/2007
INDEPENDENCE, MO		Western District Ct of Appeal	Western District Ct of Appeals	Western Appellate	

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Healthcare Reform "Misconduct"

US Senator Claire McCaskill
-- September 29, 2009
Missouri Chief Justice The Honorable William Ray Price Jr.
-- September 24, 2009
Senate Judiciary Committee Chairman Mr. Patrick J. Leahy
-- September 13, 2009
US Attorney General Eric H. Holder Jr.
-- February 14, 2009
Inspector Division of The FBI
-- January 30, 2009
Office of the Inspector General
-- January 13, 2009
US Senator Claire McCaskill
-- December 19, 2008
RICO Defendant Lathrop & Gage Joel B. Voran Letter
-- November 20, 2008
AT&T Demand Letter Edward E. Whitacre Jr.
-- April 9, 2008
Sprint Corporation Mr. Dan Hesse
-- March 6, 2008
US Senator Claire McCaskill
-- March 28, 2007
Missouri DC Chief Justice The Honorable Dean Whipple
-- July 20, 2006
Kansas City Star
-- December 21, 2005
US Senator Arlen Specter
-- November 23, 2004
US Senator Arlen Specter
-- November 10, 2004
10th Circuit Chief Clerk Mr. Patrick Fisher
-- July 1, 2004
Kansas DC Chief Justice The Honorable John W. Lungstrum
-- November 7, 2003

Healthcare Reform Litigation "Racketeering & Antitrust"

The New Judiciary

SAMUEL K. LIPARI v. GE - JEFFREY R. IMMELT Rico Complaint WD Missouri 07-0849
Unpublished Decision 07-0849/08-3115

MSC - SAMUEL K. LIPARI v. NOVATION, LLC Antitrust Complaint WD Missouri 05-0210
Unpublished Decision 05-0210/08-3187

Exhibit 2.2

Samuel Lipari v. Novation 0816-04217
Appeal WD-70001 from case 0816-04217
Appeal SC-89644 from case WD-70001
Appeal WD-70534 from case 0816-04217
Appeal WD-70832 from case 0816-04217

Samuel Lipari v. GE Company 0616-07421
Transfer 06-0573 from case 0616-07421
Transfer 07-0849 from case 0616-07421
Appeal 08-3115 from case 07-0849

Samuel Lipari v. US Bancorp, NA 06-01012 From Case 0616-32307
Appeal 08-3087 from case 06-01012
Appeal 08-3984 from case 06-01012
Appeal 09-3203 from case 06-01012

Samuel Lipari v. US Bancorp, NA 07-02146
Appeal 08-3287 from case 07-02146
Appeal 08-3428 from case 07-02146
Appeal 08-3338 from case 07-02146
Appeal 08-3345 from case 07-02146

MSC v. Novation et al 05-0210
Transfer 05-2299 from case 05-0210
Appeal 06-3331 from case 05-2299
Appeal 08-3187 from case 05-2299

MSC v. GE Company 03-2324
Appeal 04-3075 & 04-3102 from case 03-2324

MSC v. US Bancorp, NA Appeal 03-3443 from case 02-2539

Healthcare Reform **"Litigation Disclosures"**

Kansas State Board of Discipline Rex Sharp Interviews Mr. Lipari
US Bank Becky Hainje Claims USA Patriot Act
US Bank Ed Higgins Refute USA Patriot Act Claim
US Bank Lars Anderson Bryan Kabbes Refusal
GE Corporate Acceptance By George Frickie of Samuel Lipari Offer
GE Acceptance of Samuel Lipari Lease Termination By GE Corporate George Frickie
GE Capital Waiting For Corporate Instruction By Doug McKay
Perkins Coie LLP. Jason Burlingame Summons of Samuel Lipari to Chicago
Shughart Thompson Kilroy Steve Ruse Mark Olthoff Case Conference
U.S. Magistrate Judge James P. O'Hara Perjury Regarding The Matter of Bret D. Landrith
Kansas Supreme Court In The Matter of Bret D. Landrith

Healthcare Reform **"Audio/Video Broadcast"**

"Trust Busters" Antitrust Chief Christine Varney
-- Centers For American Progress May 13, 2009
Interview With Samuel Lipari PT. 1
-- INN World Report June 8, 2008
Interview With Samuel Lipari PT. 2
-- INN World Report Report June 8, 2008
Cynthia Fitzgerald Blowing the Whistle, Many Times
-- The New York Times By Mary Williams Walsh November 18, 2007
The Motherlode - Down a Dark Hole in The US Attorney Purge
-- Democratic Underground April 26, 2007
US Company To Run UK Healthcare
-- London Marketplace By Steven Beard July 27, 2006
UK Special Report "Supplying The NHS"

-- London Channel 4 News July 26, 2006

Healthcare Reform "Public Official Misconduct"

What if Health Care Reform is Defeated?
-- OpEdNews November 16, 2009
Senate Majority Leader Harry Reid's Trigger Mechanism “Smoke & Mirrors”
-- OpEdNews October 27, 2009
DOJ Mr. John Gillies, Inspector General DOJ & Missouri Board of Governors
-- Department of Justice MBOG September 3, 2009
More Evidence of Family Being Targeted by DOJ FBI & Local Law Enforcement
-- Missouri Board of Governors September 1, 2009
DOJ Mr. John Gillies & Missouri Board of Governors
-- Department of Justice MBOG August 31, 2009
Injuries to Consumers in Healthcare Have Been Ignored
-- Democratic Underground August 21, 2009
Healthcare and Justice
-- Democratic Underground August 20, 2009
Governors of The RICO Enterprise For The State of Missouri
-- Missouri Board of Governors August 19, 2009
US Attorney General Mr. Eric Holder Jr. Your DOJ in Kansas City Has an Incurable Disease Please Send Help!
-- Democratic Underground August 19, 2009
Please! Will This Nonsense Ever End
-- Missouri Board of Governors August 14, 2009
US Attorney General Mr. Eric Holder Jr.; “When Will You Support President Obama’s Healthcare Reform?
-- Democratic Underground August 12, 2009
"Department Obstructing Justice" We voted for change Mr. Obama
-- Democratic Underground August 5, 2009
US Attorney General Mr. Holder US Bank GE Novation Defending Firms and Missouri Governors
-- Democratic Underground August 3, 2009
Dear Governors of Missouri
-- Missouri Board of Governors July 31, 2009
US Attorney General Mr. Holder The Coordinated Attack
-- Democratic Underground July 29, 2009
Dear Judiciary Committee and Distinguished Readers
-- Democratic Underground July 18, 2009
US Attorney General Hires AntiTrust & RICO Defendant As Counsel For The AntiTrust Division
-- Democratic Underground July 8, 2009
US Attorney General Mr. Eric H. Holder Jr. & Assistant US Attorney General Ms. Christen A. Varney
-- Democratic Underground May 18, 2009
Please Forward To US Attorney General Mr. Eric H. Holder Jr.
-- Democratic Underground May 5, 2009

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"Novation LLC's Healthcare Contracting Scheme Ruled Legal"
-- Kansas City, KS - April 28, 2009
"Fraud Based Racketeering Awaits GE"
-- Kansas City, MO - February 3, 2009
"Missouri Senator Claire McCaskill Takes Stand in Medicare Anti-Trust Case"
-- Kansas City, MO - January 6, 2009
"Disqualification of Attorney General Michael B. Mukasey Sought in RICO Case"
-- Kansas City, MO - September 9, 2008
"Bradley Schlozman Former US Attorney Charged With Racketeering"
-- Kansas City, MO - August 26, 2008
"Cox Medical Centers Signs $60 Million Settlement Agreement"
-- Springfield, MO - July 22, 2008
"MSC Discovers US Bancorp's Davis Continued Extortion Policy"

-- Kansas City, MO - February 20, 2008
"MSC Decries US Attorney General Alberto Gonzales' Investigation of General Electric "
-- Kansas City, MO - July 17, 2007
"Attorney General Alberto Gonzales Sandbagged Novation LLC Prosecution"
-- Kansas City, MO - April 17, 2007
"US Bank Loses Dismissal of $450 Million Dollar Escrow Lawsuit"
-- Kansas City, MO - April 10, 2007
"Former MO US Attorney Todd Graves the Ninth Attorney Targeted by Alberto Gonzales"
-- Kansas City, MO - April 9, 2007
"MSC Selects Visual Collaboration Communication, Inc. to Enable Real Time Collaboration Exchange"
-- Independence, MO - January 4, 2007
"Samuel Lipari Launches Web-Based Store Front Initiative"
-- Independence, MO - December 12, 2006
"Samuel Lipari Wins Remand Order Following GE's Untimely Removal To Federal Court"
-- Independence, MO - December 12, 2006
"Healthcare Buck Stops at Harry S. Truman's Hometown"
-- Independence, MO - June 7, 2006
"Kansas Republican for Governor Dennis Hawver Joins MSC's Antitrust Lawsuit Against Novation and Neoforma"
-- Kansas City, KS - February 8, 2006
"Newspaper Exposes Novation and GHX Scheme to Monopolize Hospital Supplies"
-- Kansas City, MO - November 30, 2005
"MSC CEO Samuel Lipari to Attend Emergency Meeting of the Business Advisory Council"
-- Washington, D.C. - May 16, 2005
"Misuse of USA Patriot Act Leads to Exposure of Medicare/Medicaid Fraud Scheme Costing Taxpayers Tens of Billions of Dollars"
-- Kansas City, MO. - March 10, 2005
"MSC Enables Interactive eBusiness Communications; A Strategy to Remove Artificially Inflated Health Care Cost"
-- Kansas City, MO. - January 26, 2005
"MSC Targets Health Care's Out of Control and Artificially Inflated Supply Costs With The Next Generation of e-Commerce"
-- Kansas City, MO. - January 11, 2005
"Second US Attorney Death in Novation Medicare Fraud Case"
-- Kansas City, MO. - September 17, 2004
"General Electric Faces Ruling as Novation Medicare Co-Conspirator"
-- Kansas City, MO. - August 26, 2004
"General Electric Ordered Into Antitrust Mediation"
-- Kansas City, MO. - April 7, 2004
"Healthcare Marketplace MSC Announces Bid to Acquire US Bank's Troubled Investment Banking Unit US Bancorp Piper Jaffray"
-- Kansas City, MO. - January 27, 2003
"Healthcare Reform Suffers A Massive Blow From Improper Use of The USA Patriot Act"
-- Kansas City, MO. - February 6, 2003
"MSC is Raising the Standards in Healthcare E-Commerce, Defining Efficiencies for the Healthcare Supply Chain"
-- Kansas City, MO. - March 21, 2001
"MSC Launches Global Trade Exchange for Institutional Healthcare Enterprises"
-- Kansas City, MO. - May 30, 2000
"MSC Selects theSupplyChain.com to Enable Independent Trading Exchange"
-- Newport Beach, CA. - May 25, 2000

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"Senators Investigate Hospital Purchasing"
-- The New York Times By Mary Williams Walsh - August 13, 2009
"Firm Handed £4bn NHS Contract Was Investigated For Overcharging"
-- The Times Online By Nigel Hawkes, Health Editor - July 31, 2006
"US Firm Given £4bn NHS Deal by Labour Faces 'Bribes' Probe"
-- Daily Mail By Sharon Churcher and Glen Owen - July 30, 2006
"Union Warning On Health Reforms"

-- BBC By Nigel Hawkes, Health Editor The Times - July 30, 2006
"US Company To Run UK Healthcare"
-- London Marketplace By Nigel Hawkes, Health Editor The Times - July 27, 2006
"Huge Orders For Products From Vaccines To Gloves"
-- The Times Online By Nigel Hawkes, Health Editor The Times - July 26, 2006
"American Firm Is Hired To Do All NHS Shopping"
-- The Times Online By Nigel Hawkes, Health Editor The Times - July 26, 2006
"Hospital Chiefs Get Paid for Advice on Selling"
-- The New York Times By Walt Bogdanich - July 17, 2006
"Hijacking at the Hospital"
-- FW Weekley By Pablo Lastra - November 23, 2005
"Healthcare Providers Look to Dodge New Mandates"
-- The Hill By Jeffrey Young - July 12, 2005
"Supply Middlemen May Leave Hospitals Ailing"
-- The New York Times By Michael Hiltzik - April 14, 2005
"Business Owner Challenges System"
-- The Examiner By James Dornbrook - April 11, 2005
"US Atorney's Office Loses 3 Go-To Guys'"
-- The Dallas Morning News By Matt Stiles - October 18, 2004
"Wide U.S. Inquiry Into Purchasing for Health Care"
-- The New York Times By Mary Williams Walsh - August 21, 2004
"A Persistent Small Supplier Gets Contract for Hospitals"
-- The New York Times By Barry Meier - September 4, 2002
"3 Medical Supply Companies Receive U.S. Agency Subpoenas"
-- The New York Times By Mary Williams Walsh - August 15, 2002
"Buying Group for Hospitals Vows Change"
-- The New York Times By Barry Meier with Mary Williams Walsh - August 9, 2002
"Buying Group for Hospitals Changes Ways"
-- The New York Times By Barry Meier and Mary Williams Walsh - August 6, 2002
"Hospitals Strut in a Lurching Market"
-- The New York Times By Reed Abelson - August 4, 2002
"Accusation of Conflicts at a Supplier to Hospitals"
-- The New York Times By Mary Williams Walsh - August 1, 2002
"Audits Scrutinized at Operator of Hospital-Supplies Web Site"
-- The New York Times By Mary Williams Walsh - July 24, 2002
"Questioning $1 Million Fee in a Needle Deal"
-- The New York Times By Barry Meier with Mary Williams Walsh - July 19, 2002
"A Mission to Save Money, a Record of Otherwise"
-- The New York Times By Mary Williams Walsh - June 7, 2002
"Senate Panel Criticizes Hospital Buying Groups"
-- The New York Times By Barry Meier and Mary Williams Walsh - May 1, 2002
"Hospitals Sometimes Lose Money by Using a Supply Buying Group"
-- The New York Times By Barry Meier and Mary Williams Walsh - April 30, 2002
"Hospital Group's Link to Company Is Criticized"
-- The New York Times By Mary Williams Walsh - April 27, 2002
"Hospital Products Get Seal of Approval at a Price"
-- The New York Times By Barry Meier - April 23, 2002
"When a Buyer for Hospitals Has a Stake in Drugs It Buys"
-- The New York Times By Mary Williams Walsh - March 26, 2002
"Medicine's Middlemen; 2 Powerful Groups Hold Sway Over Buying at Many Hospitals"
-- The New York Times By Walt Boglanich - March 4, 2002

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Hearing Before the Committee on the Judiciary Subcommittee on Antitrust, Competition Policy and Consumer Rights of the United States Senate on "Hospital Group Purchasing: Are the Industry's Reforms Sufficient to Ensure Competition?"
-- Judiciary Committee March 15, 2006
Hearing Before the Committee on the Judiciary Subcommittee on Antitrust, Competition Policy and Consumer Rights of the United States Senate on "Hospital Group Purchasing: How to Maintain Innovation and Cost Savings"
-- Judiciary Committee September 14, 2004

Hearing Before the Committee on the Judiciary United States Senate Subcommittee on Antitrust,Competition Policy and Consumer Rights on "Hospital Group Purchasing: Has the Market Become More Open to Competition?
-- Judiciary Committee July 16, 2003
Hearing before the Senate Committee on the Judiciary Subcommittee on Antitrust, Business Rights and Competition on "Hospital Group Purchasing: Lowering Costs at the Expense of Patient Health and Medical Innovations?
-- Judiciary Committee April 30, 2002

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How Industry Money and Personal Interest Shaped Medicare Part D Case Study in Corruption
-- Billy Tauzin May 2006
Defining and Measuring Product Based Cost Savings
-- Lynn James Everard February 2005
The Exclusion of Competition For Hospital Sales Through Group Purchasing Organization
-- Harvard Law Professor Einer Elhauge June 2002
Testimony Before the Subcommittee on Antitrust, Competition, Business and consumer Rights, Committee on the Judiciary, U.S. Senate
-- United States General Accounting Office April 2002
Blue Print For An Efficient Healthcare Supply Chain
-- Lynn James Everard Supply Chain Strategist January 2001

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Medical Question...
-- Sponsored Link, Thu Dec 10 2009 06:19:00 GMT-0600 (CST)

St. Luke's Acquires VectorVision flex From BrainLAB...
-- Medicexchange.com, Thu Dec 10 2009 06:19:00 GMT-0600 (CST)

Death toll of A/H1N1 flu reaches 35 in Egypt...
-- Zawya.com, Thu Dec 10 2009 06:15:00 GMT-0600 (CST)

Adverse outcomes following emergency department discharge of patients with possible acute coronary syndrome...
-- MDLinx, Thu Dec 10 2009 06:09:00 GMT-0600 (CST)

Swine flu death toll doubles...
-- Prague Post, Thu Dec 10 2009 06:08:00 GMT-0600 (CST)

Sanofi Pasteur Global Dengue Vaccine Clinical Program Expanded In Latin America...
-- Medical News Today, Thu Dec 10 2009 06:05:00 GMT-0600 (CST)

"Mini" Transplant May Reverse Severe Sickle Cell Disease...
-- Medical News Today, Thu Dec 10 2009 06:04:00 GMT-0600 (CST)

Nerve-Cell Transplants Help Brain-Damaged Rats Fully Recover Lost Ability To Learn...
-- Medical News Today, Thu Dec 10 2009 06:04:00 GMT-0600 (CST)

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Title of document:	Collateral Assignment of Leases and Rents
Date of Document:	April 26, 2007
Assignor:	Chapel Ridge Multi-Family, LLC, a Missouri limited liability company
Assignee:	The Mission Bank, a Kansas banking corporation
Assignor's Mailing Address:	c/o James E. Nichols, Manager, 751 N.E. Anderson Lane, Lee's Summit, Missouri 64064
Assignee's Mailing Address:	5201 Johnson Drive, Mission, Kansas 66205
Legal Description:	See Exhibit A attached

Upon filing return to:

Jacob W. Bayer, Jr.
Shughart, Thomson & Kilroy, P.C.
120 W. 12th Street, Suite 1600
Kansas City, Missouri 64105

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 26th day of April, 2007, by and between Chapel Ridge Multifamily, LLC, a Missouri limited liability company, having its principal place of business at c/o James E. Nichols, Executive Manager, 751 N.E. Anderson Lane, Lee's Summit, Missouri 64064 (hereafter referred to as the "Assignor"), and The Mission Bank, a Kansas banking corporation, having its principal place of business at 5201 Johnson Drive, Mission, Kansas 66205 (hereinafter referred to as the "Lender").

1. **DEFINITIONS**. As used herein the following terms shall mean:

1.1 "**Guaranty" or "Guaranties**" means any guaranty of payment, collection or performance by any person of the Leases or Rents (as both terms are defined below) and any obligations thereunder, and any amendments or modifications thereof.

1.2 "**Leases**" means all of Assignor's interest in and to any and all leases, rental agreements or tenancies, whether written or oral, now existing or hereafter coming into existence, covering or affecting any or all of the Premises (as defined below) or any extensions, renewals or modifications thereof.

1.3 "**Loan Agreement**" means that certain Construction Loan and Security Agreement of even date herewith pursuant to which Lender has agreed to extend Assignor credit in the amount of up to $24,400,000, and any amendments or modifications thereof.

1.4 "**Loan Documents**" means the Loan Agreement, Mortgage and Note (as both terms are defined below) and any and all other documents executed in connection with the foregoing, and any amendments or modifications thereof.

1.5 "**Mortgage**" means that certain Future Advance Deed of Trust, Assignment of Leases and Security Agreement on the Premises securing the Note and all other Obligations (as defined below) from Assignor to Lender, and any amendments or modifications thereof.

1.6 "**Note**" means that certain Promissory Note of Assignor of even date herewith in the original principal amount of up to $24,400,000 payable to Lender, and any amendments, extensions or renewals thereof, which are secured by the Mortgage.

1.7 "**Obligations**" means:

1.7.1 the payment of the principal amount, interest and all indebtedness evidenced by the Note, and

1.7.2 the payment of all other sums, with interest thereon, becoming due and payable to the Lender under the provisions of this Assignment or the Loan Documents, and

1.7.3 the performance and discharge of each and every obligation, covenant, agreement or liability of the Assignor contained herein or in the Loan Documents.

1.8 "**Premises**" means all of the real property and any improvements thereto situated in the County of Jackson, State of Missouri, more particularly described in Exhibit A.

1.9 "**Rent**" means all rents, income, profits or payments of any kind arising from the Leases together with all rent, income, profits or payments for the use, possession or occupation of all or any portion of the Premises or as a result of the use or lease of any personal property located on the Premises, whether such Rents accrue before or after foreclosing of the Mortgage or during any applicable redemption period. The term shall also include any payments made pursuant to any Guaranty.

2. **GRANT OF ASSIGNMENT**. The Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby GRANTS, TRANSFERS AND ASSIGNS to Lender, the Assignor's entire interest in and to all Leases, Rents and Guaranties and Lender shall be entitled to receive all of the benefits and exercise all of the rights related to or arising therefrom in the same manner and to the same extent as Assignor. Assignor also grants to Lender a security interest in all of the foregoing.

This Assignment shall constitute a perfected, absolute and present assignment. So long as there shall exist no default by the Assignor or other obligor in the payment or performance of the Obligations or the Leases, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all Rents, and to retain, use and enjoy the same. The security of this Assignment is and shall be primary and on a parity with the interest in the Premises conveyed by the Mortgage, and not secondary thereto.

3. **CONSTRUCTION LOAN**. As of the date of this Assignment, the apartment complex to be built on the Premises described in Exhibit A has not been constructed and there are no existing Leases with respect to the Premises. Assignor shall utilize the proceeds of the credit extended under the Loan Agreement to construct a 274 unit apartment complex on the Premises. Prior to completion of the first units in the apartment complex, Assignor shall submit to Lender a proposed "Rent Schedule" showing the (i) anticipated rent for each unit, (ii) anticipated leasing concessions (e.g. free rent), and (iii) anticipated time-frame to complete leasing of the Premises. Assignor shall also submit a copy of the proposed form of lease agreement to be used in connection with the leasing of the apartment units (the "Standard Lease Form") at the same time as the Rent Schedule, which Standard Lease Form shall be subject to Lender's review and approval.

4. **COVENANTS OF ASSIGNOR WITH RESPECT TO LEASES, RENTS AND GUARANTIES**.

4.1 **Affirmative Covenants**. The Assignor covenants with the Lender:

4.1.1 to deliver to Lender a complete and accurate rent-roll representing the then-current Leases and Rents in effect as of the 15th day of each calendar month;

4.1.2 to promptly and fully comply with, observe and perform all the obligations imposed upon or assumed by the lessor under the Leases;

4.1.3 to enforce and secure the performance of each and every obligation to be performed by the tenants under the Leases and not to do or permit to be done anything to impair the security thereof;

4.1.4 at the Lender's request, to assign and transfer to the Lender any and all Leases upon all or any part of the Premises and to execute and deliver at the request of the Lender all such further assurances and assignments in the Premises as the Lender shall from time to time require;

4.1.5 to pay immediately, upon demand, all costs and expenses incurred by Lender under the authority of this Assignment, including, but not limited to, reasonable attorneys' fees, together with interest thereon at the default interest rate (as defined in the Loan Agreement) and the same shall be added to the indebtedness secured hereby;

4.1.6 until the Obligations are paid in full, to deliver to Lender executed copies of any and all Leases upon all or any part of the Premises. Upon the request of Lender, Assignor agrees to secure promptly from the tenants of the Premises and deliver to Lender an estoppel certificate and subordination agreement in form and content acceptable to Lender. Assignor expressly consents to any subordination and/or attornment agreement which may be made between any tenant under lease or sublease of the Premises and Lender;

4.1.7 to make, execute and deliver unto Lender, upon demand and at any time, any and all assignments and other instruments which Lender may request to further evidence the assignment of such Leases, Rents and Guaranties or that Lender may deem advisable for carrying out the true purposes and intent of this Assignment. The costs of preparation and recording of said instruments shall be paid by Assignor;

4.1.8 warrant and defend the Leases, Rents and Guaranties against all adverse claims, whether now existing or hereafter arising;

4.1.9 to promptly notify Lender of any breach or default by any tenant or Assignor of any Lease involving ten percent (10%) or more of the leasable space in the Premises;

4.1.10 to promptly notify Lender in the event that any guarantor of any Guaranty related to a Lease with respect to ten percent (10%) or more of the leasable

space in the Premises, claims, or would have reasonable grounds to claim, either (i) a defense to such Guaranty, or (ii) that the guarantor is relieved from liability, in full or in part, with respect to such Guaranty;

4.1.11 to appear in and defend, at Assignor's sole cost and expense, any action or proceeding arising under, growing out of or in any manner connected with the Leases, Rents, Guaranties or this Assignment, and to pay all costs and expenses of Lender, including without limitation, reasonable attorneys fees incurred by Lender in any such action or proceeding in which Lender shall appear; and

4.1.12 in the event of a fire or other casualty affecting the Premises, and prior to restoration of the Premises, as provided for in the Leases, Assignor shall deliver to Lender an executed copy of the construction contract to repair said damage and a surety bond with a solvent corporation as surety which is licensed to do surety business in the State of Missouri, which surety bond shall secure the construction of the improvements within a reasonable time, free of any liens and claims of contractors, subcontractors, laborers, materialmen and others, and such construction is to be affected by the Assignor, or upon Assignor's default, by the surety; said surety bond shall also indemnify Lender against and save it harmless from any and all liability, loss or damage which Lender may incur, including reasonable attorneys' fee, arising out of or connected with the razing and removal of buildings or improvements and the construction of new buildings or improvements.

4.2 **Negative Covenants**. The Assignor covenants with the Lender that Assignor shall not, without the prior written consent of Lender which consent may be withheld for any reason or no reason:

4.2.1 collect any of the Rents arising or accruing under the Leases or from the Premises in advance of the time when the same shall become due, or discount any Rents accruing in the future;

4.2.2 borrow against, execute any other assignment of or pledge lessor's interest in the Leases, Rents or Guaranties, nor allow such assignment to occur by operation of law, nor subordinate the Leases to any mortgage or other encumbrance or permit, consent or agree to such subordination;

4.2.3 with respect to any Lease which relates to more than ten percent (10%) of the leasable space in the Premises, alter, modify or change the terms of the Leases, nor waive, excuse, condone or in any manner release or discharge the tenants thereunder of or from the tenants' obligations under the Leases or give any consent or exercise any option required or permitted by such terms;

4.2.4 with respect to any Lease which relates to more than ten percent (10%) of the leasable space in the Premises, cancel or terminate the Leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or material diminution of the obligations of the lessees thereunder;

4.2.5 alter, modify or change the terms of any Guaranty or cancel or terminate any such Guaranty, or suffer or permit to occur any release of liability of any guarantor under any such Guaranty which relates to more than ten percent (10%) of the leasable space of the Premises;

4.2.6 execute any Lease which does not substantially conform to the Standard Lease Form and the Rent Schedule. Assignor shall furnish Lender, at Assignor's expense, such information concerning prospective tenants or the guarantors of said tenants as Lender may reasonably require;

4.2.7 convey fee title to the Premises, or any portion thereof, to any person, including but not limited to any tenant.

5. **DEFAULT AND REMEDIES**.

5.1 **Default**. Assignor shall be deemed to be in "Default" hereunder in the event that:

5.1.1 Assignor shall fail to perform any of its obligations or undertakings hereunder or any of the representations and warranties contained herein shall be untrue, inaccurate or misleading; or

5.1.2 any default has occurred pursuant to the terms of the Mortgage, Note, Loan Agreement or any of the other Loan Documents and such default has not been cured within the applicable cure period, if any.

5.2 **Default Under Loan Documents**. Any Default under this Assignment shall, at the sole option of Lender, constitute and be deemed to be a default under the terms of any other Loan Document, entitling Lender to each and every right, power, and remedy contained in such other Loan Documents in the event of a default thereunder.

5.3 **Remedies**. Upon or at any time after the occurrence of a Default, the Lender may, at its option without notice and without regard to the adequacy of the security for the Obligation secured hereby and by the Loan Documents:

5.3.1 declare all indebtedness secured hereby or by the Loan Documents immediately due and payable;

5.3.2 revoke the privilege granted Assignor hereunder to collect the Rents, and take any and all actions necessary and proper to cause the tenants to pay any and all Rents to Lender, Lender's agent or a receiver;

5.3.3 either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem proper;

5.3.4 cancel, enforce or modify the Leases, and fix or modify Rents, obtain or evict tenants and do any acts which Lender deems proper to protect the security hereof;

5.3.5 institute and carry on all actions and proceedings deemed necessary for the recovery of possession or protection of all or any portion of the Premises and either with or without taking possession of said Premises in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid;

5.3.6 make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender;

5.3.7 to apply such Rents to the payment of:

(a) all expenses of managing the Premises, including, without limiting the generality of the foregoing, (i) the salaries, fees and wages of a managing agent and such other employees as the Lender may deem necessary or desirable, (ii) all expenses of operating and maintaining the Premises, including, without limiting the generality of the foregoing, all taxes, charges, claims, assessments, utilities, water rents, sewer rents, insurance and any other liens which the Lender may deem necessary or desirable, and (iii) the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises, and

(b) the principal sum, interest and indebtedness secured hereby and by the Loan Documents, together with all costs and attorneys' fees, in such order of priority as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

5.3.8 take or release other security for the Obligations. Lender may release any party primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of such Obligations without prejudice to any of its rights under this Assignment. (Lender shall have the same rights even if there is no Default.)

5.3.9 to take any and all actions necessary and proper to assign, convey or sell all right, title and interest of Lender in and to all of the Leases, Rents an Guaranties, to any person, either in connection with a foreclosure on the Premises or otherwise;

5.3.10 give notice to Assignor and thereafter, Assignor shall hold all further Rents received solely for Lender and shall forthwith account for and transmit such Rents to Lender in the form received by Assignor, and Assignor shall not, in that event, commingle such funds with any funds of Assignor. Any Rents which accrue prior to a Default but are paid thereafter shall also be paid to Lender.

Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of the Loan Documents. The right of the Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The exercise by the Lender of the options granted it in this Section, the collection of any Rents, and the application thereof as herein provided shall not be considered a waiver of any Default by the Assignor under this Assignment or any other Loan Documents.

6. **LIABILITY OF LENDER** The Lender shall not be liable for any loss sustained by the Assignor or any other person resulting from the Lender's failure to let the Premises after Default nor from any other act or omission of the Lender in managing the Premises after Default nor in exercising any of the rights or powers granted to Lender hereunder or under any Loan Documents, unless such loss in caused by Lender's willful misconduct or bad faith. The Lender shall not be obligated to perform or discharge, nor does the Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment. The Assignor shall, and does hereby agree, to indemnify the Lender for, and to hold the Lender harmless from, any and all liability, loss or damage which may be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Lender incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount of such liability, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and the Assignor shall reimburse the Lender therefor immediately upon demand. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Lender responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management,

upkeep, repair or control of said Premises resulting in loss, injury or death to any tenant, licensee, employee or stranger.

7. **RELIANCE BY TENANTS AND GUARANTORS**. Upon a Default hereunder, Lender or any receiver appointed hereunder is hereby authorized to so notify any tenant or guarantor in writing of the Default and of its claims and rights hereunder. The tenants under the Leases and any guarantor under any Guaranty are hereby irrevocably authorized and directed to recognize the claims of Lender or any receiver appointed hereunder without investigating the reason for any action taken by Lender or such receiver, or the validity or the amount of indebtedness owing to Lender, or the existence of any Default, or the application of any Rents collected to be made by Lender or such receiver. Assignor hereby irrevocably directs and authorizes the tenants and any guarantors to pay to Lender or such receiver, all sums due under the Leases or Guaranties and consents and directs that said sums shall be paid to Lender or such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a Default has occurred or that Lender is entitled to exercise its rights hereunder, and to the extent such sums are paid to Lender or such receiver, Assignor agrees that the tenant and any guarantor shall have no further liability to Assignor for the same. Tenants and guarantors are hereby authorized to act in accordance with the terms of this Assignment upon receipt of written notice from Lender or a receiver and a copy of this Assignment indicating its recording in the appropriate real property records of the state of Missouri. The sole signature of Lender or such receiver shall be sufficient for the exercise of any rights under this Assignment. The sole receipt of Lender or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises or any guarantor of the Leases. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Lender or such receiver, be drawn to the exclusive order of Lender or such receiver and be delivered directly to the Lender or such receiver.

8. **ATTORNEY IN FACT**. Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Lender may deem necessary to make this Assignment and any further assignment effective, including, without limiting the generality of the foregoing, the right to endorse on behalf and in the name of Assignor all payments of Rents that are made payable to Assignor.

9. **MISCELLANEOUS**.

9.1 **Mortgagee in Possession**. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Lender a mortgagee in possession.

9.2 **Security Deposit**. Upon Assignor's Default and upon demand by Lender, Assignor agrees to transfer to Lender any security deposits held by Assignor under the terms of any of the Leases, subject to the rights of Tenants in and to such security deposits. Assignor agrees that such security deposits shall be held by Lender, but shall become the absolute property of Lender under any circumstances where Lender exercises its remedies hereunder, to be applied in

accordance with the provisions of the Lease. Until Lender makes such demand and the deposits are paid over to Lender in cash, Lender assumes no responsibility to any Tenant for any such security deposit.

9.3 **Payment of Obligations**. Upon payment in full of the Obligations secured hereby and by the Loan Documents, this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Lender showing any part of said Obligations, to remain unpaid shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The rights and powers of Lender hereunder shall continue and remain in full force and effect until all Obligations, including any deficiency remaining from a foreclosure sale, are satisfied in full, and shall continue after commencement of foreclosure action and a foreclosure sale and until expiration of any period of redemption if Lender is the purchaser at such sale.

9.4 **Successors and Assigns**. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and Assignor's successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. As used herein, the words "successors and assigns" shall be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment and the assigns or successor in interest of any other entity who is a party to this Assignment.

9.5 **Controlling Documents**. In case of any conflict between the terms of this instrument and the terms of the Mortgage described above, the terms of the Mortgage shall prevail. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of leases, rents or guaranties contained in the Mortgage.

9.6 **State Law**. Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Missouri.

9.7 **Prior Written Consent**. Any action taken by Assignor without the prior written consent of Lender, where such consent is required under the terms of this Assignment, may at the sole option of Lender be deemed to be null and void and of no effect and to constitute a Default hereunder.

9.8 **Severability**. It is the intent of this Assignment to confer upon Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions contained herein unenforceable or invalid. Any provisions found unenforceable or invalid shall be severable from this Assignment.

9.9 **Amendment**. This Assignment and the Loan Documents shall be considered the entire agreement between the parties. This Assignment can be amended only in writing signed by Assignor and Lender.

9.10 **Notice**. Any notice required to be given by Lender or Assignor under this Assignment shall be deemed to have been given when made pursuant to the notice provisions contained in the Loan Agreement.

9.11 **Acceptance of Assignment**. This Assignment shall be deemed to be and shall become effective upon the execution hereof by Assignor and delivery of the same to Lender. It shall not be necessary for Lender to execute any acceptance hereof or otherwise signify or express its acceptance hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

ASSIGNOR:

CHAPEL RIDGE MULITFAMILY, LLC,
a Missouri limited liability company

By: _____
James E. Nichols, Manager

STATE OF)
) ss.
COUNTY OF)

On this 26th day of April, 2007, before me appeared James E. Nichols, to me personally known, who being by me duly sworn did say that he is the Manager, of Chapel Ridge Multifamily, LLC, a Missouri limited liability (the "Company"), and that said instrument was signed on behalf of said Company by authority of its Members, and said acknowledged said instrument to be the free act and deed of said Company in its capacity as the Executive Manager of such Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires:

JEANNINE R. CAMPBELL
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLINTON COUNTY
MY COMMISSION EXP:7-22-2007

EXHIBIT A

Lot 22 and Tract L, CHAPEL RIDGE BUSINESS PARK, LOTS 19 THRU 22 AND TRACTS L & M, a subdivision in Lee's Summit, Jackson County, Missouri.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
04/30/2007 03:52:54 PM
INSTRUMENT TYPE: DT FEE: $99.00 27 Pages

INSTRUMENT NUMBER/BOOK & PAGE:
2007E0057029

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

600043666

COFFELT LAND TITLE, INC.
262 NE Tudor Road
Lee's Summit, MO 64086

Title of document: Future Advance Deed of Trust, Assignment of Leases and Rents and Security Agreement	
Date of Document:	April 26, 2007
Borrower:	Chapel Ridge Multi-Family, LLC, a Missouri limited liability company
Trustee:	Jacob W. Bayer, Jr.
Beneficiary:	The Mission Bank, a Kansas banking corporation
Borrower's Mailing Address:	c/o James E. Nichols, Manager, 751 N.E. Anderson Lane, Lee's Summit, Missouri 64064
Trustee's Mailing Address:	120 W. 12th Street, Suite 1600, Kansas City, Missouri 64105
Beneficiary's Mailing Address:	5201 Johnson Drive, Mission, Kansas 66205
Legal Description:	See Exhibit A attached
References:	N/A

Upon filing return to:

Jacob W. Bayer, Jr.
Shughart, Thomson & Kilroy, P.C.
120 W. 12th Street, Suite 1600
Kansas City, Missouri 64105

Exhibit 3.1

**FUTURE ADVANCE DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS AND
SECURITY AGREEMENT**

THIS DEED OF TRUST SECURES FUTURE ADVANCES AND ALSO SECURES ALL OTHER FUTURE OBLIGATIONS OF BORROWER TO BENEFICIARY WHICH ARE CONTRACTUAL IN NATURE. THE TOTAL PRINCIPAL AMOUNT OF THE OBLIGATIONS WHICH MAY BE SECURED HEREBY IS TWENTY-FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($24,400,000.00). THIS DEED OF TRUST IS GOVERNED BY SECTION 443.055 R.S.MO.

THIS FUTURE ADVANCE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Deed of Trust") is made and executed as of the 26th day of April, 2007, by Chapel Ridge Multi-Family, LLC, a Missouri limited liability company ("Borrower"), with an address c/o James E. Nichols, Manager, 751 N.E. Anderson Lane, Lee's Summit, Missouri 64064, to Jacob W. Bayer, as Trustee ("Trustee") whose address is 120 W. 12th Street, Kansas City, Missouri 64105, in favor of The Mission Bank, a Kansas banking corporation, whose address is 5201 Johnson Drive, Mission, Kansas 66205 (the "Beneficiary").

WITNESSETH:

That Borrower, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby irrevocably GRANT, BARGAIN AND SELL, GRANT A SECURITY INTEREST IN, CONVEY, ASSIGN AND CONFIRM unto Trustee, Trustee's successors and assigns, all of the following described property, whether now owned or held or hereafter acquired by Borrower (collectively the "Mortgaged Property"):

A. All interest now or hereafter possessed by Borrower in and to: (i) that certain real property located in Lee's Summit, Jackson County, Missouri, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, privileges, franchises and appurtenances thereunto appertaining (including without limitation water rights, mineral right, etc. and growing crops or timber); and (ii) all buildings, structures, additions, improvements, fixtures and tenements now or hereafter located or constructed on the Land (collectively, the "Improvements") (the Land and Improvements may be collectively referred to as the "Real Property");

B. All goods which are or are to become fixtures attached to the Real Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Property covered by this Deed of Trust (collectively, the "Fixtures");

C. All (i) machinery, equipment, appliances and other articles of personal property of every kind whatsoever now or hereafter located upon and used in connection with the Real Property, together with all replacements thereof and substitutions therefor (collectively, the "Equipment"); (ii) awards or payments, including interest thereon, which may be made with respect to the Real Property, Fixtures or Equipment, from the exercise of the right of eminent domain, or for any other injury thereto or decrease in the value thereof (collectively, the

"Awards"); (iii) building materials used on the Real Property whether located on the Real Property or not; (iv) policies of insurance relating to the Real Property, Fixtures or Equipment, all proceeds thereof, and any unearned premiums on any such insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof; (v) deposits made to procure or maintain utility services to the Real Property and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon held by Beneficiary or Trustee under or in accordance with this Deed of Trust or any other Loan Documents (as defined below); (vi) amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other impositions in connection with the Real Property, Fixtures or Equipment; (vii) products and proceeds of the property described above. The Fixtures, Equipment, Awards, and all other property described in this paragraph are hereinafter collectively referred to as the "Personal Property."

D. All right, title and interest now or hereafter possessed by Borrower in and to all streets, roads and public places, opened or proposed, and all easements, gores of land, sewer rights, water rights and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Real Property;

E. All of the rents, royalties, issues, profits, revenue, income and other benefits of the Real Property, Fixtures and Personal Property, or arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto, and all right, title and interest of Borrower in and to all Tenant Leases (hereinafter defined) now or hereafter entered into and all right, title and interest of Borrower thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said Tenant Leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms; subject, however, to the provisions hereof; and

F. All proceeds (including claims or demands thereto) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (including unearned premiums) and condemnation awards (including interest thereon).

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee and Trustee's successors and assigns in trust, with power of sale, for the purpose of securing unto the Beneficiary, its successors and assigns, in such order of priority as Beneficiary shall elect, the following indebtedness, obligations and liabilities (collectively referred to as the "Indebtedness"):

(1) All indebtedness and obligations arising pursuant to the provisions of this Deed of Trust or arising under that certain Construction Loan and Security Agreement by and between Borrower and Beneficiary of even date herewith (as it may hereafter be amended or modified, referred to as the ("Loan Agreement") or arising under that certain Promissory Note of even date herewith, as it may hereafter be amended or modified, executed by Borrower (the "Note"), which shall include without limitation, principal, interest and any costs or expenses

payable thereunder;

(2) All future advances and other future obligations owed by Borrower, or its successors or assigns, to Beneficiary pursuant to this Deed of Trust, any of the other Loan Documents (hereinafter defined), or otherwise. This Deed of Trust is to be governed by R.S.Mo. § 443.055;

(3) Any and all modifications, amendments, renewals, replacements, refinancings or extensions of any of the foregoing items of indebtedness or obligation or any part thereof;

(4) The performance by Borrower of any of its undertakings, covenants, obligations, agreements, conditions or warranties under any of the Loan Documents (hereinafter defined); and

(5) All other obligations of Borrower to Beneficiary, direct or indirect, absolute or contingent, now existing or hereafter arising and however evidenced, up to the principal amount secured hereby.

The term "Loan Documents" shall mean this Deed of Trust, the Loan Agreement, the Note, the Collateral Assignment of Leases, Rents and Guaranties and any and all other instruments, documents or writings made or delivered pursuant to or in connection with this Deed of Trust, and any amendments or modifications thereof.

BORROWER HEREBY FURTHER COVENANTS, WARRANTS AND AGREES AS FOLLOWS:

1. **PAYMENT OF INDEBTEDNESS**. Borrower will pay the principal and interest and all other sums becoming due under or with respect to the Note and the other Indebtedness at the time and place and in the manner specified in the Note or other applicable document. Borrower will also observe and perform all of the terms, covenants and provisions to be observed or performed by Borrower under this Deed of Trust, under the Loan Documents and under all other agreements and recorded instruments connected with or pertaining to the Mortgaged Property. Nothing herein shall be considered as limiting the amounts that may be secured under this Deed of Trust when advanced to enable completion of improvements on the Mortgaged Property or to protect the Mortgaged Property or any other security of the Beneficiary.

2. **WARRANTY OF TITLE**. Borrower has a good and marketable title to: (a) fee simple title to the Real Property; subject to no lien, charge or encumbrance other than those matters as are listed on Exhibit B attached hereto (the "Permitted Exceptions"). Borrower will keep the Mortgaged Property free and clear of any other liens, including without limitation, mechanic's liens, materialmen's liens, tax liens and subordinate mortgages or deeds of trust. Borrower now owns or will own the Personal Property, Fixtures and Improvements in its own name free and clear of liens, claims, encumbrances and rights of others. This Deed of Trust is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the Permitted Exceptions. Borrower has full power and authority to encumber the Mortgaged Property as set forth herein.

2.1 **Further Encumbrance of the Mortgaged Property**. Without the prior written consent of Beneficiary, which consent may be withheld for any reason, Borrower will not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property, or assign any of its rights under any Tenant Lease.

3. **INSURANCE**.

3.1 **Limits and Deductibles**. Borrower will at the cost and expense of the Borrower (or Borrower's agents or contractors) keep the following insurance coverages in force with respect to the Mortgaged Property in form and content acceptable to Beneficiary:

3.1.1 **Casualty Insurance**. Fire and all risk extended coverage insurance in an amount not less than the full replacement cost of the Improvements, with deductibles of not more than Ten Thousand Dollars ($10,000).

3.1.2 **Liability Insurance**. Comprehensive general liability insurance in the face amount of not less than $2,000,000/$4,000,000 and deductibles of not more than Ten Thousand Dollars ($10,000).

3.1.3 **Builder's Risk Insurance**. During the construction of the Improvements, as well as during any construction relating to the repair, restoration or replacement of Improvements arising from casualty or condemnation, builders' all-risk completed value, non-reporting form insurance and any other appropriate hazard insurance to cover all development and/or construction work, building, improvements and off-site and on-site materials for use in the applicable construction project, in an amount not less than the full insurable value of such Improvements.

3.1.4 **Rent Loss Insurance**. After completion of construction, rent loss insurance providing coverage equal to not less than the projected rents from the Improvements (once completed) for a six (6) month period.

3.2 . **Creditor Protection Insurance**. Borrower shall deliver to Beneficiary copies of all insurance policies required hereunder and shall deliver renewals of all such policies to Beneficiary at least ten (10) days prior to any expiration or termination thereof. In the event that renewals of policies are not delivered to Beneficiary ten (10) days or more before the termination or expiration of the existing policy or policies, Borrower authorizes Beneficiary to act for it and procure at Borrower's expense the necessary insurance coverage and agrees to keep insurance so written in force until its expiration date.

The following notice is provided pursuant to Section 427.120, R.S.Mo. As used herein, the terms "you" and "your" shall refer to Borrower, and the terms "we" and "us" shall refer to Beneficiary: **Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs**

of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

3.3 **Form of Policy**. All insurance maintained pursuant to the terms of this Deed of Trust shall be issued by insurers of recognized responsibility which are qualified to do business in Missouri and which are reasonably acceptable to Beneficiary. Each such insurance policy shall name the Beneficiary as an additional insured and loss payee to the extent of its interest. All such insurance (and policies therefor) shall be assigned to, and shall be held by and, to the extent of its interest, for the benefit of (and payable in case of loss to) Beneficiary. All policies of insurance shall contain the non-contributory standard mortgagee clause, or its equivalent, in favor of Beneficiary. Each such policy of insurance shall provide that it shall not be canceled or terminated for any reason or modified or amended in any manner so as to reduce the scope or amount of coverage or increase the deductible amount except upon thirty (30) days' prior written notice to Beneficiary.

3.4 **Casualty Loss**. In the event of any casualty, Borrower will give immediate notice by mail to Beneficiary, and will commence proof of loss with the casualty insurer. Beneficiary reserves the right to direct and approve all proof of loss and claims procedures. If proof of loss is not made promptly by Borrower, Beneficiary is authorized by Borrower to do so. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary and not to Borrower and Beneficiary jointly. The insurance proceeds shall be applied, in Beneficiary's sole discretion, (i) to the reduction of the Indebtedness (such reduction applicable to such portions of the Indebtedness and in such order as Beneficiary may elect, whether matured or unmatured); or (ii) to the restoration and repair of the damaged Mortgaged Property provided that (a) Beneficiary determines, in its sole discretion, that such restoration and repair is economically feasible and reasonable, (b) Beneficiary determines, in its sole discretion, that its security will not be lessened or impaired thereby, (c) no Default has occurred, and (d) Beneficiary determines, in its sole discretion, that the insurance proceeds shall be adequate to pay all estimated costs of restoration and repair, or Borrower shall deposit with Beneficiary sums sufficient, in Beneficiary's opinion, when added to such proceeds, to pay all such estimated costs.

3.4.1 **Application to Repair or Restoration**. If such proceeds are to be applied to restoration and repair, Borrower covenants and agrees to promptly commence the restoration and repair of such damaged Mortgaged Property to as nearly as possible the same condition as existed prior to such casualty, except as otherwise approved in writing by Beneficiary, and to diligently prosecute such restoration and repair to completion, paying all costs thereof that the insurance proceeds and other sums deposited by Borrower with Beneficiary may be insufficient to pay. If at any time or times Beneficiary determines, in its sole discretion, that the proceeds and such sums deposited by Borrower may be insufficient to pay in full all estimated costs of restoration and repair, Borrower shall on demand deposit with Beneficiary such additional sums as Beneficiary deems necessary to pay all such estimated costs. Prior to beginning such construction, restoration or repair, Borrower will submit plans and design and

construction contracts for such restoration and repair to Beneficiary for Beneficiary's prior written approval. The proceeds of insurance and any sums deposited by Borrower with Beneficiary as aforesaid shall be held by Beneficiary and disbursed in payment of the costs of such restoration and repair in accordance with such procedures and subject to such conditions as Beneficiary shall require. Any proceeds of insurance in excess of the costs of restoration and repair shall, at the option of Beneficiary, be applied to the reduction of the Indebtedness or paid to the person legally entitled thereto.

3.5 **Transfer of Insurance Upon Foreclosure**. In the event of foreclosure of this Deed of Trust, or other transfer of title in full or partial satisfaction of the Indebtedness or any part thereof, all right, title and interest of Borrower in and to any insurance policies then in force, and any proceeds thereof, shall pass to the purchaser or transferee, and Borrower shall not be entitled to any unearned premiums.

4. **TAXES**. Borrower, from time to time when the same shall become due, shall pay and discharge, or cause to be paid and discharged, all taxes of every kind and nature, including without limitation, real and personal property taxes and income, franchise, withholding, profits and gross receipt taxes, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against Borrower or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property, or arising in respect of the occupancy, use or possession thereof ("Taxes"). Upon the request of Beneficiary, Borrower will deliver to Beneficiary receipts evidencing the payment of all such Taxes.

5. **TAX AND INSURANCE ESCROW**. During construction of the Improvements, all Taxes and insurance required to be paid hereunder, shall be paid by Borrower from a portion of the loan advances under the Loan Agreement. Upon completion of construction of the Improvements, Beneficiary, in its sole discretion, may at any time require the deposit by Borrower, at the time of each payment of an installment of interest or principal under the Loan Documents, of an additional amount sufficient to pay, when the same become due, all Taxes and premiums for insurance required to be paid by Borrower hereunder. Beneficiary, in its sole discretion, shall determine the amount payable and of the fractional part thereof to be so deposited. Said amount shall be held by Beneficiary without interest and applied to the payment of the Taxes or insurance premiums on or before the respective dates on which the same would become delinquent; provided, however, that after the occurrence of a Default or an event which with the giving of notice or passage of time, or both, could give rise to a Default, Beneficiary may (but without any requirement) apply said amount to the payment of the Indebtedness in such order or priority as Beneficiary shall determine. If one (1) month prior to the due date of any of the Taxes or insurance premiums, the amount then on deposit therefor shall be insufficient for the payment of the same in full, Borrower, within ten (10) days after demand, shall deposit the amount of the deficiency with Beneficiary. Nothing herein contained shall be deemed to affect any right or remedy of Beneficiary under any other provisions of this Deed of Trust or under any statute or rule of law to pay any such amount and to add the amount so paid together with interest at the post-maturity or default rate as set forth in the Note (the "Default Rate").

6. **MECHANIC'S LIENS**. From time to time when the same shall become due, Borrower will pay, at its sole cost and without expense to Beneficiary, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved. Notwithstanding the forgoing, if such claim, demand or lien is being contested in good faith by Borrower, no Default shall occur (as hereinafter defined in Section 20) hereunder if Borrower causes such claim, demand or lien to be bonded over or insured over in a manner satisfactory to Beneficiary, in its sole judgment; provided that, in any event, such claim, demand or lien shall be released or removed within four (4) months of the date such lien first attached. In the event such claim, demand or lien is not bonded over or insured as aforesaid and thereafter released and removed of record within said four (4) month period, Beneficiary, at its sole option and in addition to any other available rights or remedies, may take all action necessary to release and remove such lien or claim of lien (it being agreed by Borrower that Beneficiary shall have no duty to investigate the validity thereof) and Borrower shall promptly upon notice reimburse Beneficiary for all sums, costs and expenses (including attorneys' fees) incurred by Beneficiary in connection with such lien.

7. **APPLICATION OF CONDEMNATION AWARDS**. If all or any part of the Mortgaged Property hereunder be taken or damaged by the exercise of the power of eminent domain, Borrower may contest the same in good faith so long as no Default has occurred; provided, however, the award for any property so taken is hereby assigned to Beneficiary, and Beneficiary, upon such award becoming final, is hereby authorized, in the name of Borrower, to execute and deliver acquittances for, and release of, any such award and to collect the proceeds. If any part of the Mortgaged Property shall be so taken or damaged, and if (i) Beneficiary determines, in its sole discretion, that its security will not be lessened or impaired, (ii) no Default has occurred, and (iii) Beneficiary determines, in its sole discretion, that the award shall be adequate to pay all estimated costs of restoration, replacement and repair, or Borrower shall deposit with Beneficiary sums sufficient, in Beneficiary's opinion, when added to such award, to pay all such estimated costs, then such award shall be used to restore, replace and repair the taken or damaged Mortgaged Property. Otherwise such award shall be applied to the payment of the Indebtedness (such application to be in such order as Beneficiary may elect), principal or interest, whether matured or unmatured, and the remainder, if any, shall be paid to Borrower or such other party or parties as may be legally entitled thereto. If such award is to be applied to restoration, replacement and repair, Borrower covenants and agrees to promptly commence the restoration, replacement and repair of the taken or damaged Mortgaged Property and to diligently prosecute such restoration, replacement and repair to completion, paying all costs thereof that the award and other sums deposited by Borrower with Beneficiary may be insufficient to pay. If at any time or times Beneficiary determines, in its sole discretion, that the award and such sums deposited by Borrower may be insufficient to pay in full all estimated costs of restoration, replacement and repair, Borrower shall on demand deposit with Beneficiary such additional sums as Beneficiary deems necessary to pay all such estimated costs. Prior to beginning such restoration, replacement and repair, Borrower will submit plans and design and construction and other contracts for such restoration, replacement and repair to Beneficiary for Beneficiary's prior written approval. The award and any sums deposited by Borrower with Beneficiary as aforesaid shall be held by Beneficiary and disbursed in payment of the costs of

such restoration, replacement and repair in accordance with such procedures and subject to such conditions as Beneficiary shall require. Any portion of the award in excess of the costs of restoration, replacement and repair shall, at the option of Beneficiary, be applied to the reduction of the Indebtedness or paid to the person legally entitled thereto.

8. **ADDITIONS TO THE MORTGAGED PROPERTY**. All right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by, or released to Borrower, or constructed, assembled or placed by Borrower on any of the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and without any further mortgage, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect and priority, as though now owned by Borrower and specifically described in the granting clause hereof. Notwithstanding the foregoing, at any and all times Borrower will execute and deliver to Beneficiary any and all such further assurances, deeds of trust, conveyances or assignments thereof as Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed of Trust.

8.1 **Easements Outside the Real Property**. In the event any rights in common or otherwise (other than revocable rights) in any lands not covered by the lien of this Deed of Trust are granted to any owner, tenant, occupant, or licensee of the Real Property (or any part thereof) as an appurtenance to the use and operation of any portion of the Real Property, then this Deed of Trust shall attach to and be a lien on such rights in such other lands coextensive with the rights so granted, and such rights shall be considered as transferred in trust to Trustee and the lien hereof spread to encumber such rights with the same force and effect as though specifically described in the granting clause hereof. Borrower agrees to execute and deliver such further assurances as Beneficiary may reasonably require to confirm the lien of this Deed of Trust on such rights.

9. **ENVIRONMENTAL**.

9.1 **Definitions**. "Hazardous Substances" means and includes all regulated, hazardous and toxic substances (including without limitation petroleum and petroleum products), pesticides, metals or heavy metals, infectious wastes, solid, liquid or gaseous wastes or materials, any pollutants or contaminants (including, without limitation, PCBs, asbestos and materials or components which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any now existing or hereafter enacted or promulgated local, state or federal law, statute, ordinance, rule or regulation pertaining to environmental protection, regulation, contamination or clean-up, toxic waste, underground storage tanks and hazardous substance or hazardous material handling, treatment, storage, use, transportation or disposal, including without limitation the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), state lien or environmental clean-up statutes, all as exist from time to time (all such laws, statutes, ordinances, rules and regulations being referred to collectively as "Environmental Laws").

9.2 **Hazardous Substances**. Borrower represents and warrants that the Mortgaged Property has never been used as either a sanitary landfill or as a disposal or storage site for Hazardous Substances and no Hazardous Substances or underground storage tanks have been deposited or are located in, under or upon the Mortgaged Property and no part of the Mortgaged Property is presently contaminated by Hazardous Substances.

9.3 **Adjacent Property**. To the best of Borrower's knowledge, (i) no parcel adjacent to the Mortgaged Property has ever been used as either a sanitary landfill or as a disposal site for Hazardous Substances, (ii) no Hazardous Substances or underground storage tanks have been deposited or are located in, under or upon any parcel adjacent to the Mortgaged Property, and (iii) no part of any parcel adjacent to the Mortgaged Property is presently contaminated by Hazardous Substances.

9.4 **Representation and Warranties**. Borrower represents and warrants that it has not received and does not have actual notice of any violation or claimed or threatened violation of any Environmental Laws with respect to the Mortgaged Property. Borrower agrees to immediately notify Beneficiary of any such notice and/or violation or claim of violation, however evidenced, in no event later than five (5) days after receipt. Borrower hereby covenants and agrees to comply with, operate and at all times use, keep and maintain the Mortgaged Property and every part thereof (whether or not such property constitutes a facility, as defined in CERCLA) in conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, Borrower will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into, under or on the Mortgaged Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in strict accordance with all Environmental Laws.

9.5 **Inspection**. Beneficiary shall have the right to inspect the Mortgaged Property and the option to obtain environmental assessments of the Mortgaged Property, including the right, at its option, to perform or cause to be performed intrusive borings and testing of soils and/or groundwater, all at the sole expense of Borrower. This Deed of Trust also secures the reasonable cost of such environmental assessments, and all money so paid shall be an Indebtedness, and shall be repaid by Borrower on demand. If Borrower fails to pay any such amount upon demand, such amounts shall bear interest at the Default Rate from the date of payment by Beneficiary until paid in full by Borrower. Borrower agrees that Beneficiary shall not be responsible for liability caused by the presence or release of Hazardous Substances during such inspection and/or any environmental assessments.

9.6 **Indemnification**. Borrower covenants and agrees to indemnify, reimburse and hold Beneficiary, its affiliates, shareholders, officers, directors, agents, contractors, servants and employees harmless from and against any or all liability, loss, injury, damage, liens or costs (including reasonable attorneys' and paralegals' fees, costs and expenses) whatsoever caused by or relating to any violation or claimed violation of any of the foregoing representations, warranties or covenants or any Environmental Laws which relates to the Mortgaged Property. This indemnification provision shall survive the satisfaction or release of the lien hereof, foreclosure, or transfer of title by deed in lieu of foreclosure or otherwise.

10. **ASSIGNMENT OF RENTS**.

10.1 **Rents and Profits**. All of the rents, royalties, issues, profits, revenue, income and other benefits of the Mortgaged Property arising from the use or enjoyment of all or any portion thereof or from any lease, sublease, license or agreement pertaining thereto (the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the Indebtedness in such priority and proportions as Beneficiary, in its discretion, may deem proper, or to the operation, maintenance and repair of the Mortgaged Property. Prior to the happening of any Default, Borrower shall possess a revocable license to collect and receive all Rents and Profits for the benefit of Beneficiary and shall apply the amount so collected first to the payment of the principal and interest and all other sums due and payable under the Loan Documents. Thereafter, so long as no Default has occurred, the balance shall be distributed to the account of Borrower. Borrower and Beneficiary hereby agree and stipulate that Beneficiary may exercise its rights hereunder to collect the rents, royalties, issues, profits, revenue, income and other benefits of the Mortgaged Property without entering into actual possession of the Mortgaged Property or taking any actions equivalent to possession.

10.2 **Restrictions**. Except as may be otherwise set forth in the Loan Documents, Borrower: (i) will not execute any other assignment of any of its right, title or interest in the Rents and Profits; (ii) will not accept prepayments of any installments of rent to become due under any of said Tenant Leases in excess of one (1) month, except prepayments in the nature of security for the performance of the lessees' obligations thereunder; (iii) will not in any other manner impair the value of the Mortgaged Property or the security of this Deed of Trust; and (iv) will observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

10.3 **Performance of Tenant Leases**. Borrower will promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Leases now or hereafter existing, on the part of the lessor thereunder to be kept and performed.

10.4 **Priority of Tenant Leases**. To the extent not provided by applicable law, each Lease executed after the date hereof shall provide that such Tenant Lease will be subordinate to this Deed of Trust and Borrower agrees to execute, and to require any lessee under any Tenant Lease to execute, any documents required by Beneficiary to give effect to this provision.

11. **SECURITY AGREEMENT**. This Deed of Trust shall be a security agreement between Borrower, as debtor, and Beneficiary, as secured party, encumbering the Mortgaged Property constituting personal property or fixtures (hereinafter collectively referred to as "Collateral"), including without limitation, fixtures and personal property, which may be governed by Article 9 of the Uniform Commercial Code, as amended or revised from time to time (hereinafter referred to as the "Code") of the State of Missouri. As further security for the payment and performance of the Indebtedness, Borrower hereby also grants to Beneficiary a security interest in the Collateral, and this Deed of Trust shall also be a security agreement between Borrower, as debtor, and Beneficiary, as secured party, encumbering the Collateral. In addition to the other rights, remedies, privileges and powers of the Beneficiary and the Trustee

hereunder, Beneficiary and Trustee shall each have all of the rights, remedies, privileges and powers of a secured party under the Code. Borrower shall execute and deliver to Beneficiary on demand, and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Borrower to execute, deliver and, if appropriate, file with the appropriate filing officer or office, all security agreements, financing statements or other instruments as Beneficiary may request or require to establish and maintain the validity, perfection and priority of Beneficiary's and Trustee's respective security interests in the Collateral, and Borrower shall bear all costs thereof, including all Code searches reasonably requested or required by Beneficiary.

12. **COMPLIANCE WITH LOAN DOCUMENTS**. All indebtedness and obligations of the Borrower under the Loan Documents and all other Indebtedness are of equal rank and are equally and fully secured by the lien of this Deed of Trust without priority, preference or distinction as to the lien or otherwise, notwithstanding the dates on which such borrowings and other Indebtedness arise or are incurred, whether by disbursement, advancement or otherwise, and shall be deemed to be advances made and/or obligations incurred under this Deed of Trust. Nothing herein shall be considered as limiting the amounts that may be secured under this Deed of Trust when advanced to protect the Mortgaged Property or any other security of the Beneficiary. Except as otherwise agreed to in writing by Beneficiary, Borrower will comply with all of the covenants, agreements and obligations made by it in the Loan Documents, all of which are incorporated herein by reference as though fully set forth herein.

13. **COMPLIANCE WITH LAWS; MAINTENANCE; INSPECTION**.

13.1 **Laws**. Borrower shall keep and maintain the Mortgaged Property as set forth in the Loan Documents; provided, however, that Borrower shall not make any change in the use of the Mortgaged Property which will in any way increase the risk of fire or other hazard, make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Mortgaged Property or consent to any such change without the written consent of Beneficiary.

13.2 **Maintenance**. Borrower will at all times comply with all Laws of any Governmental Authority having or exercising jurisdiction over the construction and operation of the Improvements or otherwise affecting the Mortgaged Property or any portion thereof and will maintain and keep the Improvements in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are necessary or desirable to that end and which keep the Mortgaged Property in a first class condition. The Improvements shall not be removed, demolished or substantially altered, nor shall any of the Personal Property or Fixtures be removed without the prior written consent of Beneficiary, except where appropriate replacements are immediately made which are free of superior title, liens and claims and which have a value at least equal to the value of the Personal Property and Fixtures so removed.

13.3 **Right to Inspect**. Beneficiary, and any persons authorized by Beneficiary, shall have the right, from time to time after reasonable notice, to enter and inspect the Mortgaged Property and all of Borrower's books and records relating thereto, during normal business hours.

14. **ACCOUNTING.**

14.1 **Records.** Borrower will keep adequate records and books of account in accordance with standard accounting principles consistently applied and will permit Beneficiary, by its agents, accountants and attorneys, to visit and inspect the Real Property and to examine its records and books of account and to discuss its affairs, finances and accounts with Borrower at such times during normal business hours as may be requested by Beneficiary.

14.2 **Financial Statements.** Borrower will deliver to Beneficiary all financial statements required by the Loan Documents.

14.3 **Estoppel Certificate.** Borrower, within three (3) days after request in person or within five (5) days after request by mail, will furnish to Beneficiary a duly acknowledged written statement of the principal and interest due under the Loan Documents, and whether any offsets or defenses exist against the Indebtedness.

15. **PAYMENT OF EXPENSES.** Borrower shall pay upon demand all costs, fees and expenses of Beneficiary, its agents and counsel in connection with the performance of is duties hereunder; and shall pay all taxes (except federal and state income taxes), or other governmental charges or impositions imposed by any Governmental Authority upon Beneficiary by reason of its interest in any of the Loan Documents.

16. **SUBROGATION.** Beneficiary shall be subrogated, notwithstanding their release of record, to any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing with respect to the Mortgaged Property to the extent that the same are paid or discharged from proceeds paid or otherwise advanced by Beneficiary.

17. **FURTHER ACTS AND ASSURANCES.**

17.1 **Further Actions.** Borrower will, at its own cost and without expense to Beneficiary, do, execute, acknowledge and deliver such further acts, deeds, conveyances, deeds of trusts, assignments, notices of assignments, transfers and assurances as Beneficiary shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Trustee or Beneficiary, or both, the property and rights hereby conveyed or assigned, or which Borrower may be or may hereafter become bound to convey or assign as required herein or in the other Loan Documents or for carrying out the intention or for facilitating the performance of the terms of the Deed of Trust, or for filing, registering or recording this Deed of Trust.

17.2 **Further Filing.** At any time required by Beneficiary, Borrower will cause this Deed of Trust and any security instrument creating a lien or evidencing the lien hereof upon the Personal Property and Fixtures and each instrument of further assurance, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Mortgaged Property.

17.3 **Expenses**. Borrower will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Deed of Trust, and any deed of trust supplemental or amendatory hereto, any security instrument with respect to the Personal Property or Fixtures, and any instrument of further assurance, and will pay all federal, state, county and municipal charges arising out of or in connection with the execution and delivery of any and all of the Loan Documents, this Deed of Trust, any deed of trust supplemental or amendatory hereto, any security instrument with respect to the Personal Property or Fixtures, or any instrument of further assurance.

17.4 **Lost Promissory Note**. Borrower will, in the event any promissory note evidencing the Indebtedness shall be mutilated, destroyed, lost or stolen, deliver to Beneficiary, in substitution therefor, a note containing the same terms and conditions as the lost note with a notation thereon of the unpaid principal and accrued but unpaid interest.

18. **CHANGE OF OWNERSHIP**. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Beneficiary is hereby authorized and empowered, without notice to the Borrower and whether or not Beneficiary has consented to such transfer, to deal with such successor or successors-in-interest with respect to the Loan Documents, the Mortgaged Property or the Indebtedness as fully and to the same extent as it might deal with Borrower, without in any way vitiating, discharging or otherwise affecting Borrower's liability under the Loan Documents.

19. **USURY**. The Note and all of the other Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Beneficiary pursuant thereto exceed the highest lawful rate of interest permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision of the Note or any other Loan Documents, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then, ipso facto, the obligations to be fulfilled shall be reduced to the highest lawful rate of interest permissible under such law, and if for any reason whatsoever, Beneficiary shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the reduction of the unpaid principal balance of the Indebtedness (whether or not due and payable) and not to the payment of interest. This provision shall control every other provision of all agreements between Borrower and Beneficiary.

20. **DEFAULT**. The following shall each constitute a default ("Default") hereunder:

20.1 **Failure to Pay**. Borrower shall fail to pay, when due (whether at maturity or by acceleration or as part of any prepayment or otherwise), any installment of principal or interest under the Note, on any other Indebtedness or any other payment required under this Deed of Trust or any other Loan Documents beyond the applicable grace period specified therein, if any; or

20.2 **Failure to Perform**. Borrower fails to comply with, keep or perform any of its undertakings, covenants, other obligations, agreements, conditions or

warranties under this Deed of Trust or any other of the Loan Documents (other than a failure to pay described above), beyond the applicable grace period specified therein, if any; or

20.3 **Cure Periods**. In the event the Borrower fails to comply with, keep or perform any of its undertakings, covenants, other obligations, agreements, conditions or warranties under this Deed of Trust, Borrower shall have the right to cure such failure as set forth below:

20.3.1 Failure to pay money when due: ten (10) consecutive days from the date any such payment is due under the terms of this Deed of Trust, so long as no such payment default occurs more than two (2) times in any twelve (12) month period; or

20.3.2 Failure to comply with any other provision of this Deed of Trust: thirty (30) consecutive days from the earlier of the date Borrower receives notice of such default or the date Borrower was required to disclose such default to Beneficiary. If such a default is not capable of being cured within such cure period, Borrower shall have a reasonable period in which to cure such default, so long as the cure is initiated during the stated cure period and is diligently and continuously pursued to a resolution; or

20.3.3 All other defaults: No cure period.

20.4 **Default Under Loan Documents**. The existence of any other default pursuant to any other Loan Documents.

21. **RIGHTS AND REMEDIES**. Upon the occurrence of any Default, Beneficiary shall have the following rights and remedies (individually a "Remedy" and collectively, the "Remedies"):

21.1 **Acceleration**. Beneficiary may declare the entire principal under the Note, then outstanding (if not then due and payable), all accrued and unpaid interest thereon, and any other Indebtedness then outstanding, to be immediately due and payable, and notwithstanding the stated maturity in the Note or any other term or provision of any of the other Loan Documents to the contrary, all such amounts so declared shall become and be immediately due and payable.

21.2 **Beneficiary's Right to Cure a Default**. Irrespective of whether Beneficiary exercises the option provided in Section 21.1 above, Beneficiary may remedy any existing Default, and for such purpose shall have the right, in person or by agent, to (i) enter upon the Mortgaged Property (without thereby becoming liable to Borrower or any other person in possession thereof) and exercise any or all of the rights or remedies provided for in any of the Loan Documents; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make, enforce, modify or cancel Tenant Leases upon such terms or conditions as Beneficiary deems proper; (iv) obtain and evict tenants and fix or modify rents, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security hereof; and (v) without taking possession, in its own name or in the name of Borrower, sue for or otherwise collect and receive the Rents and Profits (including those past due and unpaid), and apply the same, less costs and expenses of operation and collection, (including reasonable attorneys' fees), to the Indebtedness at such time and in such order as Beneficiary

may determine. Upon request of Beneficiary, Borrower shall assemble and make available to Beneficiary at the Real Property all of the Mortgaged Property. Beneficiary's entry upon and taking possession of the Mortgaged Property, collection of any Rents and Profits and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice of a Default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding continuance in possession of the Mortgaged Property or any part thereof by Beneficiary, Borrower or a receiver and the collection, receipt and application of Rents and Profits, Beneficiary shall be entitled to exercise every right available to it pursuant to this Deed of Trust, any other Loan Documents, by law, by equity or otherwise upon or after the occurrence of a Default, including the right to direct the Trustee to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary, either in person or by Beneficiary's agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken irrespective of whether any notice of a Default or election to sell has been given hereunder and without regard to the adequacy of the security for the Indebtedness. Further, at the expense of Borrower, Beneficiary may maintain and restore the Mortgaged Property or any part thereof. Any expenses incurred by Beneficiary in connection with the exercise of any of the foregoing shall constitute Indebtedness and shall be secured by this Deed of Trust.

21.3 **Receiver**. Beneficiary shall be entitled, (without consideration of the value of the Mortgaged Property as security for the Indebtedness, or the solvency of any person or corporation liable for the payment of such amount), to the full extent provided by law, to the appointment of a receiver by a court having jurisdiction who shall be entitled without notice, to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the Rents and Profits therefrom. Borrower hereby consents to the appointment of any such receiver or receivers deemed advisable by Beneficiary.

21.4 **Legal Actions**. Notwithstanding the pendency of any proceedings to foreclose this Deed of Trust, Beneficiary, at its option, may bring any actions or proceedings (at law or in equity) it deems advisable for the collection of all of the Indebtedness then remaining due and unpaid, may prosecute the same to judgment or final decree, and may enforce any such judgment or final decree against Borrower and collect, out of any property of Borrower (including, without limitation, the Mortgaged Property) in any manner provided by law for the enforcement of moneys adjudged or decreed to be payable. The right of Beneficiary to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of this Deed of Trust or the foreclosure of the lien hereof. Beneficiary's exercise of the foregoing right and/or levy of any execution upon the Mortgaged Property or any other property of Borrower shall not affect, in any manner or to any extent, the liens, rights, powers and remedies of Beneficiary hereunder, which shall continue unimpaired as before. Beneficiary may enforce payment of any of the Indebtedness remaining due and unpaid (with interest at the Default Rate) subsequent to a sale of the Mortgaged Property and the application of the proceeds of sale to the payment of the Indebtedness as herein provided. Upon any Bankruptcy, Beneficiary shall be entitled to prove the whole amount of the Indebtedness (including, without limitation, any and all principal and interest due under the Loan Documents to the full amount thereof).

21.5 **Sale of Mortgaged Property**. At Beneficiary's option, the Mortgaged Property or any part thereof may be sold or disposed of as follows:

21.5.1 **As Real Property**. Beneficiary may cause the Trustee to proceed as if all of the Mortgaged Property were real property, whereupon, Trustee shall, upon Beneficiary's request and direction, foreclose this Deed of Trust in respect of said real property utilizing a private right of sale in the following manner: Trustee, or Trustee's successor as herein provided for, at the request of the Beneficiary, shall proceed to sell the Mortgaged Property, and any and every part thereof (in one or more parcels), in whole or in parcels, at public venue, to the highest bidder, for cash, at the south center front door of the Jackson County Circuit Courthouse Annex in Independence, Missouri, first giving such notices and publishing such advertisements, terms and place of sale, of the property to be sold as may be required by law. Upon such sale Beneficiary shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof. Any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital. Trustee, or her successor, shall receive the proceeds of said sale out of which Trustee shall pay: (i) the costs and expenses of executing this trust, including lawful compensation to the Trustee for Trustee's services as provided by statute, and a reasonable attorneys' fee, which shall be immediately due upon first publication of sale as aforesaid; (ii) to Beneficiary, its endorsees or assigns, upon the usual vouchers therefor, any money advanced by Beneficiary for the payment of Taxes, insurance, repairs, abstracts, statutory lien claims, and any other advances allowed hereunder, with interest thereon at the Default Rate, as herein provided; (iii) the amount unpaid under the Note, together with the interest accrued thereon at the Default Rate and all charges provided for herein; (iv) all other sums secured by this Deed of Trust; and (v) the balance of such proceeds, if any, shall be paid as required by law. The power of sale hereunder shall not be exhausted by any one or more such sales (or attempts to sell) as to all or any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property has been sold and the Indebtedness has been paid in full. The purchaser at any foreclosure sale shall not be obliged to look at the application of the proceeds thereof. If the Beneficiary should become the purchaser, it shall be entitled to credit its claim (or any portion thereof) against the amount of the purchase price. The Beneficiary, at its option, may set aside any declared acceleration of maturity of the Note, or any of them, whereupon the terms and provisions therein stated and the covenants, terms and conditions in this Deed of Trust shall revive and continue with the same force and effect as if such acceleration had not occurred.

21.5.2 **As Personal Property**. Beneficiary (or upon Beneficiary's request, the Trustee) may, sell or dispose of any Collateral as if it were personal property separate and apart from any sale or disposal of real property under this Deed of Trust, whereupon, the same (or any part thereof) may be sold or disposed of in any manner now or hereafter permitted by the Code or any other applicable law. To the extent permitted by applicable law, both Borrower and Beneficiary shall be eligible to purchase any part or all of the Collateral at any such sale or disposition. Any such sale or disposition may be either public or private as Beneficiary may elect subject to the provisions of the Code. Beneficiary (or upon Beneficiary's request, the Trustee) may exercise and enforce all of the rights, remedies, privileges and powers of a secured party under the Code. Expenses

of retaking, holding, preparing for sale, selling or the like shall include Beneficiary's and Trustee's attorneys' fees and legal expenses. Upon demand of either Beneficiary or Trustee, Borrower shall assemble such Collateral and make it available to Beneficiary or Trustee, as the case may be, at the Real Property, which Borrower, Beneficiary and Trustee agree is a place which is deemed reasonably convenient to them. Borrower agrees that written notice: (i) of the time and place of any public sale of such Collateral; or (ii) of the time after which any private sale or other intended disposition of such Collateral is to be made, which is given to the Borrower at least ten (10) days prior to such sale or other disposition shall constitute reasonable notice thereof to Borrower as long as such notice is given or served as other notices are required to be given or served pursuant to this Deed of Trust. The remainder of the Mortgaged Property shall be sold or disposed of as real property in accordance herewith.

21.5.3 **Sale Conduct.** Beneficiary (or the Trustee upon Beneficiary's request) may cause any sale or other disposition of Mortgaged Property to be conducted immediately following the expiration of any applicable grace period, if any, (or immediately upon the expiration of any redemption or reinstatement period required by law) or delay any such sale or other disposition for such period of time as Beneficiary deems advisable. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously or successively on the same day or at such different days or times and in such order as Beneficiary may deem advisable.

21.5.4 **Purchaser Disaffirmance.** The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, rental or lease contract made or other agreement affecting the Mortgaged Property entered into in violation of any provisions of this Deed of Trust and/or any other Loan Documents, and may take immediate possession of the Mortgaged Property free from the terms of any such disaffirmed matter.

21.5.5 **Waiver.** Borrower hereby expressly waives any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

21.6 **Actions and Proceedings.** Beneficiary shall have the right (but not the obligation) to appear in and defend any proceeding or action with respect to the Mortgaged Property, and to bring any action or proceeding deemed advisable by Beneficiary in the name of and on behalf of Borrower.

21.7 **Other Remedies.** In addition to the rights and remedies set forth in this Deed of Trust, Beneficiary shall be entitled to exercise each and every other right or remedy available to it pursuant to any other Loan Documents, by law, by equity or otherwise.

22. **REMEDIES CUMULATIVE; NO WAIVER.** No Remedy is intended to be exclusive of any other Remedy, but each shall be cumulative and shall be in addition to every other Remedy. No delay or omission of Beneficiary in the exercise of any Remedy upon any Default shall exhaust or impair such Remedy or shall be construed to be a waiver of, or any acquiescence in, any such Default; and every Remedy may be exercised from time to time as

often as may be deemed expedient by Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary with respect to any breach or Default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of the Borrower hereunder. Failure on the part of the Beneficiary to complain of any acts or failure to act or to declare a Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its rights hereunder or impair any of its Remedies on account of any breach or Default by the Borrower.

22.1 **Marshaling, Etc**. To the fullest extent permitted by applicable law, Borrower will not at any time claim, take, insist upon or plead any benefit or advantage of any law, now or hereafter in force, pertaining to: (i) the marshaling of assets; (ii) the administration of decedents' estates; (iii) any exemption from execution or sale of the Mortgaged Property or any part thereof (including, without limitation, any homestead exemption); (iv) any permitted or required valuation or appraisal of the Mortgaged Property, or any part thereof; or (v) any right under any statute heretofore or hereafter enacted to redeem any portion of the Mortgaged Property foreclosed upon. To the fullest extent permitted by applicable law, Borrower, for itself and all who claim under it, waives any and all of the foregoing benefits and advantages.

23. **TRANSFERS OF THE MORTGAGED PROPERTY OR BENEFICIAL INTERESTS IN BORROWER: ASSUMPTION**. Upon the (i) sale, transfer, conveyance, assignment, or encumbrance of all or any part of the Mortgaged Property, or any interest therein, or beneficial interests in Borrower; (ii) execution of any lease which gives the lessee any option to purchase the Mortgaged Property or any part thereof; or (iii) commencement of any notice, action, or procedures which, if completed, would result in the Mortgaged Property being converted to another form of ownership without the prior written consent of the Beneficiary, Beneficiary may at its option, declare all Indebtedness secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any Remedies permitted by this Deed of Trust.

24. **LEASE OF MORTGAGED PROPERTY**. Until a sale is held under the provisions hereof, or until the occurrence of any Default, Trustee hereby lets the Mortgaged Property to the Borrower upon the following terms and conditions, to wit: Borrower and every and all persons claiming or possessing the Mortgaged Property, or any part thereof, by, through, or under Borrower shall pay rent therefor during said term at the rate of One Dollar ($1.00) per month, payable monthly upon demand, and shall surrender immediate peaceable possession of the Mortgaged Property (and any and every part thereof) sold under the provisions of this Deed of Trust to the purchaser thereof under such sale, without notice or demand therefor, and shall and will at once, without notice, surrender up possession of the Mortgaged Property and every part thereof in the event Beneficiary or a receiver shall take charge and enter as hereinbefore provided.

25. **MISCELLANEOUS**.

25.1 **Severability**. In the event any one or more of the provisions contained in this Deed of Trust or in any of the other Loan Documents, or the application thereof

to any person or situation shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of the provisions of this Deed of Trust or other Loan Documents, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

25.2 **Notices**. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and (i) delivered personally, (ii) delivered by national overnight delivery service (e.g. Federal Express, UPS) addressed as set forth below, or (iii) mailed, postage prepaid, by United States registered or certified mail, return receipt requested, addressed as set forth below:

If to Borrower:

Chapel Ridge Multi-Family, LLC
c/o James E. Nichols
751 N.E. Anderson Lane
Lee's Summit, MO 64064

with a copy to:

James M. Ramsey
9233 Ward Parkway, Suite 125
Kansas City, MO 64114

If to Beneficiary:

The Mission Bank
5201 Johnson Drive
Mission, KS 66205
Attn: Glen Porter

If to Trustee:

Jacob W. Bayer, Jr.
Shughart, Thomson & Kilroy, P.C.
120 W. 12th Street, Suite 1600
Kansas City, Missouri 64105

or at such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice, provided that no change in address shall be effective until ten (10) days after served or given to the other party in the manner provided above.

25.2.1 **Receipt of Notices.** Any notice given in accordance with the foregoing shall be deemed given (i) when delivered personally, (ii) one business day following delivery to an overnight delivery service, or (iii) two (2) business days after it

shall have been deposited in the United States mails as aforesaid. Borrower hereby expressly waives any right to receive notice from Beneficiary with respect to any matter for which this Deed of Trust does not specifically and expressly provide for the giving of notice by Beneficiary to Borrower.

25.3 **Sole Discretion**. The granting of any consent by Beneficiary shall not be deemed a waiver of the right to require consent to future or successive transactions, and all consents by Beneficiary must be in writing to be effective. Wherever pursuant to this Deed of Trust, Beneficiary exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Beneficiary, the decision of Beneficiary to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall, except as otherwise provided herein, be in the sole discretion of Beneficiary and shall be final and conclusive.

25.4 **Successors**. All of the grants, obligations, covenants, agreements, terms, provisions, and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Borrower, and the endorsees, transferees, successors and assigns of Beneficiary. The foregoing shall not be construed as a consent by Beneficiary to the transfer of all or any part of the Mortgaged Property by Borrower. In the event Borrower is composed of more than one party, the obligations, covenants, agreements, and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

25.5 **Multiple Counterparts**. This Deed of Trust may be executed in any number of counterparts and each of such counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Deed of Trust.

25.6 **Law**. This Deed of Trust shall be governed by and construed under the laws of the State of Missouri.

25.7 **Successor Trustee**. The Beneficiary is hereby granted full power at any time to appoint a successor Trustee by instrument properly executed, acknowledged and filed for record, for any reason satisfactory to Beneficiary, and such successor Trustee, from and after the filing of such appointment, shall have and possess all of the powers, authorities, duties and obligations vested in and upon the Trustee designated in this Deed of Trust.

25.8 **No Agency**. Borrower represents to Beneficiary that Borrower is a limited liability company in good standing in the State of Missouri, and in executing the Note and the other Loan Documents and in receiving and applying any loan proceeds, that Borrower is and was acting for its own account and not as an agent, nominee or trustee for others, and is using those proceeds for business purposes other than agricultural purposes.

25.9 **No Merger**. There shall be no merger of lien of this Deed of Trust or any other Loan Documents securing the Indebtedness with the fee estate of the Real Property by reason of the fact that the same party may hold or acquire, directly or indirectly, the Note secured hereby, this Deed of Trust or any other Loan Documents securing the Indebtedness and at the same time be, or thereafter become, the owner of the fee estate of the Real Property, or by

reason of the fact that the same party may hold or acquire, directly or indirectly, the fee estate of the Real Property and at the same time be, or thereafter become, the owner of the Note, this Deed of Trust or any other Loan Documents securing the Note.

25.10 **Construction**. In the event of a conflict between the terms, covenants and conditions of this Deed of Trust and those of the other Loan Documents, the terms, covenants and conditions of the document which shall enlarge the interest of the Beneficiary in the Mortgaged Property, afford the Beneficiary greater financial security in the Mortgaged Property and/or assure payment of the Indebtedness in full, shall control. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

25.11 **Authority of Borrower**. Borrower has the power, authority and legal right to execute this Deed of Trust, to give, grant, bargain and sell, grant a security interest in, convey, assign and confirm the Mortgaged Property pursuant to the terms hereof, and to keep and observe all of the terms of this Deed of Trust on Borrower's part to be performed.

25.12 **Headings**. The headings and captions of various paragraphs and sections of this Deed of Trust are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

25.13 **Fees and Expenses**. All costs and expenses incurred or advanced by Beneficiary (including without limitation attorneys' fees and, in the event of the foreclosure of this Deed of Trust, the cost of obtaining a preliminary title report and other title work), in connection with the occurrence of any Default or any the exercise of any Remedy by Beneficiary shall be due and payable by Borrower upon Beneficiary's demand, shall bear interest at the Default Rate from the time such costs or expenses were incurred or advanced to the date of payment to Beneficiary, and shall be deemed a part of the Indebtedness and secured by this Deed of Trust.

25.14 **Waivers of Process and Jury Trial**.

25.14.1 **Waiver of Process**. Upon the commencement of any action, suit or other legal proceedings by Beneficiary to obtain judgment for the payment of any of the Indebtedness or of any other nature in aid of the enforcement of the Loan Documents, Borrower, to the fullest extent permitted by law, will and does hereby waive the issuance and service of process and enters its voluntary appearance in such action, suit or proceedings.

25.14.2 **Waiver of Jury Trial. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Deed of Trust, the other Loan Documents, the relationship of Borrower and Beneficiary or the use and occupancy of the Mortgaged Property.**

PROVIDED, ALWAYS, that whenever the Indebtedness shall be fully paid and satisfied and Borrower shall have well and truly performed all and singular the covenants and agreements herein provided, but not otherwise, then all such covenants and agreements shall cease and

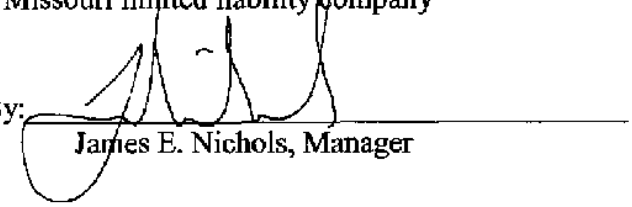
Borrower shall be entitled to a release of the lien of this Deed of Trust.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Deed of Trust has been executed and delivered as of the day and year first herein above written.

BORROWER:

CHAPEL RIDGE MULTI-FAMILY, LLC
a Missouri limited liability company

By: 
James E. Nichols, Manager

ACKNOWLEDGMENT

State of Missouri)
)ss.
County of Jackson)

ON THIS 26th day of April, 2007, before me personally appeared James E. Nichols to me personally known, who being by me duly sworn, did say that he is the Manager of Chapel Ridge Multi-Family, LLC, a Missouri limited liability company, that said instrument was signed in behalf of said company, and that said instrument is the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

7/22/07

JEANNINE R. CAMPBELL
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLINTON COUNTY
MY COMMISSION EXP:7-22-2007

EXHIBIT A

Legal Description of Real Property

Lot 22 and Tract L, CHAPEL RIDGE BUSINESS PARK, LOTS 19 THRU 22 AND TRACTS L & M, a subdivision in Lee's Summit, Jackson County, Missouri.

EXHIBIT B

Permitted Exceptions

NONE

IN THE STATE OF MISSOURI
JACKSON COUNTY OFFICE OF REGISTER OF DEEDS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SAMUEL K. LIPARI
803 S. Lake Drive
Independence, MO 64064

SAMUEL K. LIPARI ,
Plaintiff

vs..

CHAPEL RIDGE MULTIFAMILY LLC , *et a*l;
*Defendant*s

In The State Of Missouri, Jackson County Sixteenth Circuit Court, Case No._____

NOTICE OF PENDENCY OF ACTION UNDER18 U. S. C. § 1961, *et seq.*

Notice is given that the above-entitled action was filed in the above-entitled court on December 15, 2009 by SAMUEL K. LIPARI, plaintiff, against CHAPEL RIDGE MULTIFAMILY LLC, defendant. The action affects title to specific real property and the right to possession of specific real property identified in the petition for redress in the action.

The property, The Fairways at Lakewood Apartment Complex and grounds affected by the action is located in Jackson County, Missouri and is described as follows:

Lot 22 and Tract L, Chapel Ridge Business Park Lots 19 thru 22 and Tracts L&M, a subdivision in Lee's Summit, Jackson County, Missouri.

Dated December 15, 2009.

_____
SAMUEL K. LIPARI
803 S. Lake Drive
Independence, MO 64064
816-365-1306
saml@medicalsupplychain.com
Plaintiff, *Pro Se*

Exhibit 4

Subject: Proof of Being Targeted!!!
Date: Tuesday, February 26, 2008 9:18 AM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: corey_dukes@mccaskill.senate.gov
Cc: tomflocco@cs.com
Conversation: Proof of Being Targeted!!!

Good Morning Corey, the following IP Addresses combined for over 7,000 hit requests on my web site and I continue to have problems with my IP connection, cell phone conversations, email delivery, browser stability, raising capital and selling products through my web site. All of this is in addition to the attempts to set me up through government informants and the defendants committing several acts of fraud on the courts. Needles to say there are several public officials involved and outlined in my State Antitrust Petition. http://www.medicalsupplychain.com/pdf/Lipari%20v%20Novation%20et%20al%20Petition%20.pdf When will something be done about this? Have you made Senator McCaskill aware of all this and if so what is being done? Hundreds of Americans are dieing everyday. My next correspondence will be directly to the Senate and House members in addition to several blogs and publications. Best regards, S~

82.165.235.119
Record Type: IP Address

```
OrgName:    RIPE Network Coordination Centre
OrgID:      RIPE
Address:    P.O. Box 10096
City:       Amsterdam
StateProv:
PostalCode: 1001EB
Country:    NL

ReferralServer: whois://whois.ripe.net:43

NetRange:   82.0.0.0 - 82.255.255.255
CIDR:       82.0.0.0/8
NetName:    82-RIPE
NetHandle:  NET-82-0-0-0-1
Parent:
NetType:    Allocated to RIPE NCC
NameServer: NS-PRI.RIPE.NET
NameServer: NS3.NIC.FR
NameServer: SEC1.APNIC.NET
NameServer: SEC3.APNIC.NET
NameServer: SUNIC.SUNET.SE
NameServer: TINNIE.ARIN.NET
Comment:    These addresses have been further assigned to users in
Comment:    the RIPE NCC region. Contact information can be found in
Comment:    the RIPE database at http://www.ripe.net/whois
RegDate:    2002-11-23
Updated:    2004-03-16
```

67.95.23.210

Exhibit 8

Record Type: IP Address

```
OrgName:    XO Communications
OrgID:      XOXO
Address:    13865 Sunrise Valley Drive
City:       Herdon
StateProv:  VA
PostalCode: 20171
Country:    US

ReferralServer: rwhois://rwhois.eng.xo.com:4321/

NetRange:   67.88.0.0 - 67.95.255.255
CIDR:       67.88.0.0/13
NetName:    IALG-ALGX-9
NetHandle:  NET-67-88-0-0-1
Parent:     NET-67-0-0-0-0
NetType:    Direct Allocation
NameServer: NS1.XO.COM
NameServer: NS2.XO.COM
Comment:    ADDRESSES WITHIN THIS BLOCK ARE NON-PORTABLE
Comment:    Please report spam and viruses to abuse@xo.net.
Comment:    For better service, direct customers of XO may use
Comment:    the web form at http://www.xo.com/contact/care/
Comment:    for reverse DNS requests and other customer-specific
Comment:    technical issues.  Thank you for your cooperation.
Comment:
RegDate:    2001-09-26
Updated:    2005-12-05

OrgAbuseHandle: XCNV-ARIN
OrgAbuseName:   XO Communications, Network Violations
OrgAbusePhone:  +1-866-285-6208
OrgAbuseEmail:  abuse@xo.com

OrgTechHandle: XCIA-ARIN
OrgTechName:   XO Communications, IP Administrator
OrgTechPhone:  +1-703-547-2000
OrgTechEmail:  ipadmin@eng.xo.com
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Subject: Breaking News: Medicare/Medicaid Fruad, Torts, Antitrust, NSA Surveillance and the List Goes On and On!!!
Date: Thursday, February 28, 2008 9:49 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: <paul.levota@house.mo.gov>
Cc: <plevota@yahoo.com>

Hi Paul, I may have spoke with your wife (or Phil's wife) during a "Summit Art" event at the Longview Mansion last year? I have also visited with Senator McCaskills office (Corey) recently and provided evidence to warrantless surveillance in addition to my personal and business interests being targeted by several Federal and State agencies. I find it very disturbing that nothing is being done by Jay Nixon's office to correct these injustices. I wanted to give you notice to a case I filed this week in Independence (Case # 0816-CV04217). The case includes Local and Regional Health Systems in addition to horrendous problems with several Public Officials. You may view the case on-line at http://www.medicalsupplychain.com/Lipari%20v%20Novation.htm I have also started a PR campaign with every news paper in Missouri and several national Blogs. What is it that I need to do to get assistance in these matters? Please contact me at your convenience. I also need Council in these matters that will stand up to this nonsense. Best regards, S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

Exhibit 9

Subject: US Justice Dept. call
Date: Tuesday, March 25, 2008 1:02 PM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: Bret Landrith <landrithlaw@cox.net>

On 3/25/08 my browser, email, mouse and phone calls were erratic and non responsive prior to my conversation with Department of Justice Jeff Ray which I learned is representing Bradley Schlozman in my federal Rico case. Following my conversation with Jeff Ray and request to "Call The Dogs Off" my systems (browser, email, mouse and phone calls) started working properly. A year or so ago I also made a call to the FBI office and made a similar request which resulted in my systems (browser, email, mouse and phone calls) started working properly.

Exhibit 9.1

Subject: "Straw Man Fraud Practice"
Date: Friday, March 28, 2008 9:13 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: <codecomments@ao.uscourts.gov>
Cc: Bret Landrith <landrithlaw@cox.net>

As a one of many concerned citizens who has totally lost confidence in our judicial system, I am excited to see a renewed effort focusing on the fairness of our courts. One extremely important issue in our courts I am not seeing addressed is the practice of "Straw Man Fraud" which seems to be a systemic practice among several district and appeals courts. There should be guide lines set up and enforcement against these types of judicial decisions and practices. If you would like to see examples of "Straw Man Fraud" misconduct please visit www.MedicalSupplyChain.com/News.htm <http://www.MedicalSupplyChain.com/News.htm> and review the complaints filed and the decisions rendered. The decisions rendered have absolutely nothing to do with the facts or law raised in the complaints. "Straw Man Fraud" is nothing more than a outright assault on our laws and justice in our courts. Thank you for the opportunity to voice my concerns. Best regards, S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 10

Subject: Bradley J. Schlozman Continued Misconduct Involving Public Officials:
Date: Wednesday, April 2, 2008 7:23 AM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: <john.conyers@mail.house.gov>

Please see my attached Ethics Complaint and the cases affected by this misconduct. The Ethics complaint was denied and the misconduct ("Straw Man Fraud") continues. The misconduct involves several public officials in addition to the US Attorney's office of former Bradley Schlozman and now John Wood. Please help me in this matter. Best regards, S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 11

Date: February, 1st 2008

Office of the Circuit Executive
United States Tenth Circuit
Byron White United States Courthouse
1823 Stout Street
Denver, Colorado 80257

Re: Judicial Ethics Complaint against US District for Kansas Court Judge Carlos Murguia

Dear Honorable Chief Judge Deanell Reece Tacha

I am making a judicial ethics complaint against US District for Kansas Court Judge Carlos Murguia and his conduct in the following cases: *Medical Supply Chain, Inc. v. US Bancorp, NA et al* KS. Dist. Case No. 02-2539; *Medical Supply Chain, Inc. v. General Electric Company, et al.*, case number 03-2324-CM, *Medical Supply Chain, Inc. v Novation, et al*; KS Dist. Court Case No.: 05-2299 (Formerly W.D. MO. Case No. 05-0210);

I am forced to make this complaint against my litigation interests and risk the certain retribution despite the recent US History of judges not being disciplined regardless of the seriousness of their offenses.[1]

The reason I am forced to make this complaint is the urgency that the misconduct is continuing and threatens my property and has prevented me from incorporating and for all practical purposes, from ever entering the market for hospital supplies. I was stopped from obtaining a case management hearing in 2002 in the matter that I am still litigating today, just before I was to meet with the Hon. Magistrate Waxse. The discoverable and public documents clearly and conclusively prove my claims. A known fact that seems to necessitate repeated dismissals before discovery commences. I finally got to the January, 2008 case management hearing and Hon. Magistrate Waxse set a schedule including a timetable for dispositive motions that the parties mutually agreed to.

While working on the next exhaustive task of documenting my damages and the controlling case law governing discovery, Judge Carlos Murguia issued a minute order having the effect of over ruling the case management order and did so by a minute entry with no document, having the effect of giving me no notice of the accelerated deadline.

As the party experiencing the repeated prejudice and misconduct of US District for Kansas Court Judge Carlos Murguia I am fully aware of what would have happened to my chances of ever entering the market to compete with Novation LLC and lower hospital supply costs and all I have ever worked for if I had missed the stealth deadline.

Each time I have had my claims dismissed based on facially false and readily discernable misrepresentations about the contents of my pleadings. This has been coupled with decisions on law directly contradicting controlling authority or adopting the defendants' false legal argument grounded in the misrepresentation of whether words stating elements are in my complaints. Each time I have sought rehearings, pointing out the clear error of contradicting US Supreme Court authority on the precise issue or demonstrating that a federal statute or public law expressly states language for a private right of action, Judge Carlos Murguia has denied them. Judge Carlos Murguia has also denied me opportunities to correct any deficiencies in my claims.

Any prejudice against me or my claims by Judge Carlos Murguia cannot be based on an objective view of the law or the economic conditions resulting from restraint of trade in the market for hospital

[1] http://writ.news.findlaw.com/dean/20040813.html

Exhibit 11.1

Subject: <no subject>
Date: Wednesday, April 2, 2008 10:24 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: <corey_dukes@mccaskill.senate.gov>

Sam

Date: February, 1st 2008

Office of the Circuit Executive
United States Tenth Circuit
Byron White United States Courthouse
1823 Stout Street
Denver, Colorado 80257

Re: Judicial Ethics Complaint against US District for Kansas Court Judge Carlos Murguia

Dear Honorable Chief Judge Deanell Reece Tacha

I am making a judicial ethics complaint against US District for Kansas Court Judge Carlos Murguia and his conduct in the following cases: *Medical Supply Chain, Inc. v. US Bancorp, NA et al* KS. Dist. Case No. 02-2539; *Medical Supply Chain, Inc. v. General Electric Company, et al.*, case number 03-2324-CM, *Medical Supply Chain, Inc. v Novation, et al*; KS Dist. Court Case No.: 05-2299 (Formerly W.D. MO. Case No. 05-0210);

I am forced to make this complaint against my litigation interests and risk the certain retribution despite the recent US History of judges not being disciplined regardless of the seriousness of their offenses.[1]

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Any prejudice against me or my claims by Judge Carlos Murguia cannot be based on an objective view of the law or the economic conditions resulting from restraint of trade in the market for hospital

[1] http://writ.news.findlaw.com/dean/20040813.html

Exhibit 12

Subject: Emailing: Attachment%204%20Letter%20to%20Judge%20Lungstrum[1]
Date: Wednesday, April 2, 2008 10:59 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>

Corey, attached this is a letter to the chief Judge in 2003. S~

The message is ready to be sent with the following file or link attachments:
Attachment%204%20Letter%20to%20Judge%20Lungstrum[1]

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

November 7, 2003

Chief Judge John W. Lungstrum
500 State Ave., Suite 517
Kansas City, Kansas 66101
ksd_lungstrum_chambers@ksd.uscourts.gov

Dear Chief Judge John W. Lungstrum,

I am counsel for Medical Supply Chain, Inc., a party in two antitrust actions in the District of Kansas, at Kansas City Kansas . The first action was brought seeking an emergency preliminary injunction and other relief against US Bancorp Piper Jaffray and affiliate defendants. Very little time was available for the court to give consideration to any of our attempts to obtain relief or to understanding our causes of action. The denial of the preliminary relief resulted in an interlocutory appeal where very little of the case had been developed at trial court level. The court later, in its first written decision , dismissed the action for reasons that are a mistake of law and fact, failing even to take notice of an independent defendant conspirator and in error finding an absence of two or more conspirators. We have sought a retrial on this dismissal but no ruling has been forthcoming.

While Medical Supply has suffered irreparable injury it sought to avoid under statutes expressly granting protection from this injury, another partner, in a an extensively self publicized open combination with the first defendants repeated the same felonies against Medical Supply and threatened us if we persevered and took them to court.

We have had the utmost faith in the impartiality of the court to this point, but are concerned over whether The District of Kansas has the required resources to administer justice. A recent ruling, staying discovery in the second case and the continued absence of a ruling on the motion for retrial in the first. It appears that the court is unwilling to devote the time to research a relatively rare form but very serious form of antitrust violation "The Collaborative Refusal to Deal" and appears to lack the time and resources address the issues raised in our complaints and instead is constrained to the very simple and conclusory defenses that ignore Tenth circuit and US Supreme Court precedent, even where the facts related to the conduct are not in dispute.

During the period these cases have been delayed US Bancorp Piper Jaffray has settled with the SEC, NASD and The Office of The New York Attorney General setting the market prices of technology company capitalization and excluding market entrants in the two markets our complaint alleged, a result of this much publicized settlement is the disclosure of many documents that are evidence of this conduct.

A defendant in the second case, The General Electric Company has accepted a consent decree, as a parent company and the sole defendant in a US Justice Department complaint for monopolization of the sale of medical devices and related software, in the market our complaint charges them with antitrust conduct. See *U.S. v. General Electric Co.*, D.D.C., No. 1:03CV01923, 9/16/03.

The results of antitrust related conduct creating high prices in the healthcare market have been the subject of much public, legislative and media concern. The injuries to patients and hospitals described in our complaints have resulted in deaths and the closing of hospitals in our community and throughout the American market we allege. An affiant supporting our complaint was called to testify before the U.S. Senate Judiciary subcommittee on antitrust to explain how the control of electronic healthcare product marketplaces including Medical Supply Chain, Inc. is used to keep hospital supply prices artificially high.

I am concerned that The District of Kansas does not have the time to give consideration to an important controversy that affects so many people. I do not believe any of the parties are served by leaving so much of the resolution of issues in a complex case to wholesale review in the Tenth Circuit. I think this has contributed to the extraordinary time the interlocutory appeal in the first case has been submitted to hearing on the briefs. I have written this letter in the hopes that these concerns will cause an inquiry into what resources the court would need to adequately administer

Exhibit 13

Subject: Fw: Emailing: Centers Tap Into Personal Databases
Date: Wednesday, April 2, 2008 3:02 PM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>

Corey, does your staff read articles like these? S~

http://rawstory.com/news/2008/
Documents_show_Pentagon_now_using_FBI_0402.html

washingtonpost.com <http://www.washingtonpost.com/?nav=pf>
NEWS <http://www.washingtonpost.com/?nav=pf> | OPINIONS <http://www.washingtonpost.com/wp-dyn/content/opinions/?nav=pf> | SPORTS <http://www.washingtonpost.com/wp-dyn/content/sports/?nav=pf> | ARTS & LIVING <http://www.washingtonpost.com/wp-dyn/content/artsandliving/?nav=pf> | Discussions <http://www.washingtonpost.com/wp-dyn/content/liveonline/?nav=pf> | Photos & Video <http://www.washingtonpost.com/wp-dyn/content/photo/?nav=pf> | City Guide <http://www.washingtonpost.com/wp-dyn/content/artsandliving/cityguide/?nav=pf> | CLASSIFIEDS <http://www.washingtonpost.com/wp-srv/admin/classifieds/?nav=pf> | JOBS <http://www.washingtonpost.com/wl/jobs/home?nav=pf> | CARS <http://www.washingtonpost.com/wp-dyn/content/cars/?nav=pf> | REAL ESTATE <http://www.washingtonpost.com/wp-dyn/content/realestate/?nav=pf>
if (show_doubleclick_ad && (adTemplate & BIGBOX_FLEX) == BIGBOX_FLEX) { placeAd('ARTICLE',commercialNode,5,'',true) ; }

Centers Tap Into Personal Databases

State Groups Were Formed After 9/11

By Robert O'Harrow Jr.
Washington Post Staff Writer
Wednesday, April 2, 2008; A01

Intelligence centers run by states across the country have access to personal information about millions of Americans, including unlisted cellphone numbers, insurance claims, driver's license photographs and credit reports, according to a document obtained by The Washington Post <http://www.washingtonpost.com/ac2/related/topic/The+Washington+Post+Company?tid=informline> .

One center also has access to top-secret data systems at the CIA <http://www.washingtonpost.com/ac2/related/topic/Central+Intelligence+Agency?tid=informline> , the document shows, though it's not clear what information those

Exhibit 14

systems contain.

Dozens of the organizations known as fusion centers were created after the Sept. 11, 2001, terrorist attacks to identify potential threats and improve the way information is shared. The centers use law enforcement analysts and sophisticated computer systems to compile, or fuse, disparate tips and clues and pass along the refined information to other agencies. They are expected to play important roles in national information-sharing networks that link local, state and federal authorities and enable them to automatically sift their storehouses of records for patterns and clues.

Though officials have publicly discussed the fusion centers' importance to national security, they have generally declined to elaborate on the centers' activities. But a document that lists resources used by the fusion centers shows how a dozen of the organizations in the northeastern United States rely far more on access to commercial and government databases than had previously been disclosed.

Those details have come to light at a time of debate about domestic intelligence efforts, including eavesdropping and data-aggregation programs at the National Security Agency <http://www.washingtonpost.com/ac2/related/topic/National+Security+Agency?tid=informline> , and whether the government has enough protections in place to prevent abuses.

The list of information resources was part of a survey conducted last year, officials familiar with the effort said. It shows that, like most police agencies, the fusion centers have subscriptions to private information-broker services that keep records about Americans' locations, financial holdings, associates, relatives, firearms licenses and the like.

Centers serving New York <http://www.washingtonpost.com/ac2/related/topic/New+York?tid=informline> and other states also tap into a Federal Trade Commission <http://www.washingtonpost.com/ac2/related/topic/U.S.+Federal+Trade+Commission?tid=informline> database with information about hundreds of thousands of identity-theft reports, the document and police interviews show.

Pennsylvania <http://www.washingtonpost.com/ac2/related/topic/Pennsylvania?tid=informline> buys credit reports and uses face-recognition software to examine driver's license photos, while analysts in Rhode Island <http://www.washingtonpost.com/ac2/related/topic/Rhode+Island?tid=informline> have access to car-rental databases. In Maryland <http://www.washingtonpost.com/ac2/related/topic/Maryland?tid=informline> , authorities rely on a little-known data broker called Entersect, which claims it maintains 12 billion records about 98 percent of Americans.

In its online promotional material, Entersect calls itself "the silent partner to municipal, county, state, and federal justice agencies who access our databases every day to locate subjects, develop background information, secure information from a cellular or unlisted number, and much more."

Police officials said fusion center analysts are trained to use the information responsibly, legally and only on authorized criminal and counterterrorism cases. They stressed the importance of secret and public data in rooting out obscure threats.

"There is never ever enough information when it comes to terrorism" said Maj. Steven G. O'Donnell, deputy superintendent of the Rhode Island State Police. "That's what post-9/11 is about."

Government watchdogs, along with some police and intelligence officials, said they worry that the fusion centers do not have enough oversight and are not open enough with the public, in part because they operate under various state rules.

"Fusion centers have grown, really, off the radar screen of public accountability," said Jim Dempsey, vice president for public policy at the Center for Democracy and Technology, a nonpartisan watchdog group in the District. "Congress and the state legislatures need to get a handle over what is going on at all these fusion centers."

Fusion centers were formed in the wake of revelations that counterterrorism and law enforcement authorities missed or neglected evidence that the Sept. 11 attackers were in the United States while preparing to strike.

Because they are organized by the states, the centers have developed in different ways. Some are small operations focused on crime, while others are full-fledged criminal and counterterrorism operations. From 2004 to 2007, state and local governments received $254 million from the Department of Homeland Security <http://www.washingtonpost.com/ac2/related/topic/U.S.+Department+of+Homeland+Security?tid=informline> in support of the centers, which are also supported by employees of the FBI <http://www.washingtonpost.com/ac2/related/topic/Federal+Bureau+of+Investigation?tid=informline> and other federal law enforcement agencies. In some cases, they work with the U.S. Northern Command, the Pentagon <http://www.washingtonpost.com/ac2/related/topic/The+Pentagon?tid=informline> operation involved in homeland security.

The centers have been criticized for being secretive, but authorities said that this is largely for security reasons. Activists want to know more about their activities, the

kinds of information they collect and how the information is being used.

The Electronic Privacy Information Center <http://www.washingtonpost.com/ac2/related/topic/Electronic+Privacy+Information+Center?tid=informline> filed a lawsuit in Virginia <http://www.washingtonpost.com/ac2/related/topic/Virginia?tid=informline> last month seeking the release of records about communication among state fusion center officials and the departments of Homeland Security and Justice. Marc Rotenberg <http://www.washingtonpost.com/ac2/related/topic/Marc+Rotenberg?tid=informline> , the privacy center's executive director, said his group was responding to a proposed state law that would sharply limit access to records about the fusion centers' activity.

Sue Reingold, deputy program manager in the Information Sharing Environment office, a federal operation with a mandate to improve information sharing, said state and local officials "must have access to a broad array of classified and unclassified information" to perform their mission. But Reingold said that an "important part of this is appropriate training and oversight that is well understood and transparent to the public."

"Fusion centers are vital to state and local efforts to fight crime, including terrorism," she said.

The list includes a wide variety of data resources along with software that finds patterns and displays links among people.

Most of the centers have subscriptions to Accurint, ChoicePoint's Autotrack or LexisNexis <http://www.washingtonpost.com/ac2/related/topic/LexisNexis+Group?tid=informline> . These information brokers are Web-based services that deliver instant access to billions of records on individuals' homes, cars, phone numbers and other information.

Some of the centers link to records of currency transactions and almost 5 million suspicious-activity reports filed by financial institutions with the Treasury Department's Financial Crimes Enforcement Network.

Massachusetts <http://www.washingtonpost.com/ac2/related/topic/Massachusetts?tid=informline> and other states rely on LocatePlus, an information broker that claims that it provides "the most comprehensive cell phone, unlisted and unpublished phone database in the industry." The state also taps a private system called ClaimSearch that includes a "nationwide database that provides information on insurance claims, including vehicles, casualty claims and property claims," the document said.

The center in Ohio <http://www.washingtonpost.com/ac2/related/topic/Ohio?tid=informline> has access, through authorized users, to an FBI "secret level repository," the document said.

Rhode Island reported that it has access, also through the FBI, to "Top Secret resources" such as "Proton, which allows queries of CIA databases," the document shows. Officials at the Rhode Island State Police, FBI and CIA declined to discuss the system and the kinds of information it contains.

In addition to databases run by Entersect, Maryland fusion center analysts have access to wage and property records, corporate charters, utility records and a host of government files, including criminal justice information and traffic tickets. Jason Luckenbaugh, the center's chief of staff, acknowledged concern about the government's ability to tap into new sources of information. But he said the databases enable analysts to fight crime and protect against terrorism, and help local authorities do the same. "We're not trying to threaten them in any way," he said.

var comments_url = "http://www.washingtonpost.com/wp-dyn/content/article/2008/04/01/AR2008040103049_Comments.html" ; var article_id = "AR2008040103049" ;
Post a Comment

document.write('

View all comments <'+comments_url+'> that have been posted about this article.
');
try{document.domain="washingtonpost.com";}catch(e){};
gSiteLife.CommentsInput("ExternalResource",article_id,comments_url);
Comments that include profanity or personal attacks or other inappropriate comments or material will be removed from the site. Additionally, entries that are unsigned or contain "signatures" by someone other than the actual author will be removed. Finally, we will take steps to block users who violate any of our posting standards, terms of use or privacy policies or any other policies governing this site. Please review the full rules <http://www.washingtonpost.com/wp-srv/liveonline/delphi/delphirules.htm> governing commentaries and discussions. You are fully responsible for the content that you post.

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if (document.domain != '') { rs = (typeof thisNode != 'undefined')? thisNode.split("/")[0] + "/" + thisNode.split("/")[1]:null; if (typeof thisNode !=

Subject: More Misconduct with McCaskill's Office:
Date: Thursday, April 3, 2008 6:45 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: <tom2@tomflocco.com>

Hi Tom, please give me a call 816-365-1306. We have a cover up going on with regard to USA Bradley Schlozman/John Wood. I have made several requests to the McCaskill and Cleaver camps and ask them to report the surveillance and investigations being conducted against me. Nothing seem to be happening except more of the same so I called the House Judiciary to see about filing a complaint against my Judge that threatened me last week. The court is not providing me notice to rulings in my case so that I miss deadlines and my case can be dismissed. The House Judiciary doesn't know anything about my complaints to McCaskill and Cleaver and said that my representatives should be making inquiries to the House Judiciary about my complaints. I am going to Washington in a couple of week, do you have any contacts there that can get me through to speak about the shit going on here in KC. I hope you are doing well. Best regards, S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 15

Subject: Confidential
Date: Monday, April 14, 2008 7:25 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>
Cc: <geoff.jollet@mail.house.gov>

Corey & Geoffrey, please see the Confidential Petition and Second Ethics Complaint attached. The Petition will provide the requested details to my complaint against the Kansas Federal District Court. Best regards, S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 16

JUDICIAL COUNCIL THE TENTH CIRCUIT
UNITED STATES COURT OF APPEALS

In re Charge of Judicial Misconduct,	) Case No. 2008-10-372-08

PETITION FOR REVIEW

Comes now the petitioner Samuel K. Lipari and respectfully requests that this judicial council review the March 14, 2008 order by the Hon. Robert H. Henry, Chief Circuit Judge dismissing the complaint against the respondent and take action to stop the continuing violations of Judicial Canons 1, 2A, 2B, 3A1, 3A2, 3A3, 3A4, 3A6, 3B2, and 3B3 by the respondent.

Introduction

This petition seeks to review the dismissal of the judicial misconduct complaint made against the respondent for the ministerial act of withholding notice of an order that if neglected would have resulted in the petitioner's loss of his remaining claims. The respondent has been presiding over the petitioner's contract and pendant federal claims since 2002. The respondent's name is omitted to permit publication of this petition.

The petitioner realized his contract was breached to further the defendants' interest in the Novation LLC hospital supply cartel and first entered court through his Missouri corporation Medical Supply Chain, Inc. appearing before the respondent to seek only prospective injunctive relief preventing the defendants

Subject: Fw: Confidential
Date: Monday, April 14, 2008 7:39 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>
Cc: <geoff.jolley@mail.house.gov>

Corey & Geoffrey, please see the Confidential Petition and Second Ethics Complaint attached. The Petition will provide the requested details to my complaint against the Kansas Federal District Court. Best regards, S~

Samuel Lipari
Medical Supply Chain
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Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 17

JUDICIAL COUNCIL THE TENTH CIRCUIT
UNITED STATES COURT OF APPEALS

In re Charge of Judicial Misconduct,	)	
	)	
	)	Case No. 2008-10-372-08
	)	

PETITION FOR REVIEW

Comes now the petitioner Samuel K. Lipari and respectfully requests that this judicial council review the March 14, 2008 order by the Hon. Robert H. Henry, Chief Circuit Judge dismissing the complaint against the respondent and take action to stop the continuing violations of Judicial Canons 1, 2A, 2B, 3A1, 3A2, 3A3, 3A4, 3A6, 3B2, and 3B3 by the respondent.

Introduction

This petition seeks to review the dismissal of the judicial misconduct complaint made against the respondent for the ministerial act of withholding notice of an order that if neglected would have resulted in the petitioner's loss of his remaining claims. The respondent has been presiding over the petitioner's contract and pendant federal claims since 2002. The respondent's name is omitted to permit publication of this petition.

The petitioner realized his contract was breached to further the defendants' interest in the Novation LLC hospital supply cartel and first entered court through his Missouri corporation Medical Supply Chain, Inc. appearing before the respondent to seek only prospective injunctive relief preventing the defendants

Subject: AT&T Demand Letter:
Date: Monday, April 14, 2008 7:53 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>
Cc: <geoff.jolley@mail.house.gov>

Please see attached. S~

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 18

Medical Supply Chain

Empowering Health Systems,
Optimizing Supply Chain Results!

April 9th 2008

Mr. Edward E. Whitacre Jr.,
Chairman and
Chief Executive Officer
AT&T Inc.
c/o The Corporation Company
120 South Central Avenue
Clayton Mo 63105

RE: *Lipari v. General Electric et al* W.D. Mo Case no. 07-0849 Warrantless Surveillance

Dear Mr. Whitacre,

I am writing you regarding *Lipari v. General Electric et al* [1]where you and your corporation will likely be added as defendants in the ongoing 18 U.S.C. § 1961 *et seq*. ("RICO") private civil action should you fail to comply.

As the Internet Service Provider for Medical Supply Chain, Inc. and later for my business under the trade names Medical Supply Chain and Medical Supply Line, your company engaged in warrantless wire tapping of my associates and myself and unlawfully disclosed my business records during the period of time from March 20, 2005 till April 8th, 2008 (the "subject period"). Under your direction, AT&T is presently participating in a continuing racketeering enterprise with Sprint, Inc.; former and current officials of the executive branch; Jeffrey Immelt; and General Electric.

AT&T officials openly became "made" members of the unlawful administrative branch RICO enterprise and enjoyed privileges and membership in InfraGard where they networked with members of the unlawful enterprise and were directed to make available my private and business property in my electronic communications for the purposes of interfering and obstructing justice in the Novation LLC antitrust litigation[2] I am pursuing to gain entry into the national market for hospital supplies.

Under your direction, AT&T officials forwarded my emails to unauthorized recipients, tracked my financial transactions and participated in the electronic surveillance of my associates (none of whom are foreign nationals) and despite knowing from their surveillance that I am not violating any laws and that my activities were solely to enter the market for hospital supplies. AT&T also repeatedly opened the circuit of my landline phone receivers for the purpose of warrantless telephone eavesdropping in my residence and business office. AT&T officials continued to violate federal laws, including responding to FBI letters of inquiry served without official authority all to further the goal of the executive branch enterprise members in obstructing my competition with Novation LLC and in preventing my ability to litigate claims against Novation LLC and its cartel members, despite knowing from surveillance that I am conducting only legitimate business.

You also facilitated the use of AT&T infrastructure by executive branch members of the RICO enterprise to enter my home and take from me my documents on my personal laptop including the folder of all my attorney correspondence from 2002 to 2007, which had not been copied, retained or otherwise stored

---

[1] http://www.medicalsupplychain.com/pdf/Lipari%20v%20GE%20et%20al%20Federal.pdf
[2] *Medical Supply Chain, Inc. v. Novation LLC, et al*, Western District of Missouri case #05-210-CV-W-ODS filed on March 9, 2005

Exhibit 18.1

Subject: Mediation?
Date: Tuesday, April 15, 2008 9:05 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: "Siegel, Norm" <siegel@stuevesiegel.com>

Norm, the misconduct in my cases is finally being addressed by the House and Senate Judiciary. I am still looking for local representation to help with my upcoming mediation and settlement negotiations. Would you have any interest? Best regards, S~

http://www.medicalsupplychain.com/Lipari%20v%20Novation.htm

http://www.medicalsupplychain.com/Lipari%20v%20GE.htm

http://www.medicalsupplychain.com/Lipari%20v%20US%20Bancorp.htm

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 19

Subject: Mediation?
Date: Tuesday, April 15, 2008 9:29 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
Reply-To: Samuel Lipari <saml@medicalsupplychain.com>
To: Rick Holtsclaw <rick@holtsclaw-kendall.com>

Rick, the misconduct in my cases is finally being addressed by the House and Senate Judiciary. I am still looking for local representation to help with my upcoming mediation and settlement negotiations. Would you have any interest? Best regards, S~

http://www.medicalsupplychain.com/Lipari%20v%20Novation.htm

http://www.medicalsupplychain.com/Lipari%20v%20GE.htm

http://www.medicalsupplychain.com/Lipari%20v%20US%20Bancorp.htm

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 20

Subject: Click link to open my web site:
Date: Monday, May 5, 2008 3:44 PM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: <pcardarella@covad.net>

Hi Phil, it was great to speak with you. Click the link below to review everything I have spoke about. All of the docket entries for each case are on the following page link. Just click on any of the cases/docket entries that interest you and enjoy. I hope to hear from you soon. Best regards, S~

Click Link: http://www.medicalsupplychain.com/news.htm

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, MO 64064
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com <http://www.MedicalSupplyChain.com>

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Exhibit 21

Subject: Fw: Introduce you to Sam Limpari
Date: Thursday, May 8, 2008 4:14 PM
From: Samuel Lipari MSL <saml@medicalsupplyline.com>
Reply-To: Samuel Lipari MSL <saml@medicalsupplyline.com>
To: Suzanne Gauch <gauchs@umkc.edu>

----- Original Message -----
From: Suzanne Gauch <mailto:gauchs@umkc.edu>
To: mlevota@comcast.net
Cc: Bret D. Landrith <mailto:bret@bretlandrith.com> ; Samuel Lipari MSL <mailto:Saml@MedicalSupplyLine.com>
Sent: Monday, October 15, 2007 12:04 PM
Subject: Mike: Introduce you to Sam Limpari

Mike,
Hopefully I have your email address correct, if not please excuse the resend message:

I wanted to email introduce you to Sam Lipari, CEO of Medical Supply Line. Listed below are the web site links:
http://www.medicalsupplyline.com/

http://www.medicalsupplychain.com/

I will let Sam explain the issues, details, and pertinent information regarding his case, as the both of you can meet and exchange ideas about what the requirements are as it is going forward.

And hey, how do you like the show “Damages” with Glen Close? Sue said the both of you watch it, We’ve been following the drama as it unfolds —I think Bret and I have Sam watching it also now. It was nice to see you Saturday evening at the Symphony, take care and tell Sue I said hello too!
Suzanne

Sam,

Exhibit 22

Below, Mike’s contact information too, Please feel free to contact him at your convenience.
Mike's Contact Info:
Mike LeVota - 816.373.9438
400 NE Brockton Drive
Lee's Summit, MO 64064
(Lakewood)

On 10/15/07 10:24 AM, "Bret D. Landrith" <bret@bretlandrith.com> wrote:

No viruses found in incoming message
Scanned by **iolo AntiVirus® 1.1.14.1**
http://www.iolo.com <http://www.iolo.com/iav/iavpop3>

INN WORLD REPORT-Sam Lipari PT. 1



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INNWorld Subscribe
June 08, 2008
(more info)

International News Net speaks with Medical Supply Chain CEO Sam Lipari about the Medicare fraud scandal

URL http://www.youtube.com/watch?v=ZC

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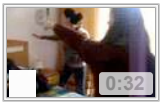
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Lipari
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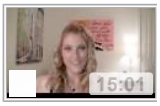


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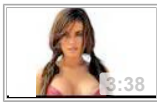


***SHOCKING NEWS* about (Abundant Living System)?**

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AllThatGlitters21



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1,523,771 views
sxephil



Carrie Prejean Threatens To
612,557 views
TheYoungTurks

Exhibit 23

Subject: Letter to Judge Whipple:
Date: Thursday, July 10, 2008 4:25 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: Sidney Perceful <SJPerceful@aol.com>

Justin, when Judge Whipple says he doesn't know Bret or anything of his disbarment read the following letter I sent him. Notice John Power and Judge Gaitan were cc: Talk with you later, S~

http://www.medicalsupplychain.com/pdf/Dear%20Chief%20Judge.pdf

Exhibit 24

Subject: Notice:
Date: Thursday, November 20, 2008 2:56 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <jvoran@lathropgage.com>

Mr. Voran, please see attached. S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910

Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 25

November 20, 2008

Joel B. Voran, CEO
Lathrop & Gage L.C.
2345 Grand Blvd.
Suite 2800
Kansas City, MO 64108
jvoran@lathropgage.com

RE: *Lipari v Novation LLC et al*, 16th Cir. Case no. 0816-cv-04217

Dear Mr. Voran,

It is unfortunate you were out of town this morning at 10:00 am when it was convenient for me to meet. I have grown concerned that you have lost oversight of our litigation where Lathrop & Gage L.C. is attempting to represent itself *pro se*. The reason for my concern is that in my action against your law firm for concerted activity violating Mo.Stat.Ann. § 416.031.1 et seq. in an attempt to monopolize Missouri's hospital supply market through unlawful no-bid state contracting and fraudulent disbursement of Medicaid funds to Republican donor Neil Patterson of Cerner Corp. and Novation LLC under the failed Insure Missouri plan, Lathrop & Gage L.C. is continuing the criminal and ethical misconduct that violated my rights and made your law firm and now yourself civilly liable to me as antitrust co-conspirators with an independent stake and recognizable interest in the Novation LLC monopoly.

On November 6, 2008 your employees William G. Beck, Peter F. Daniel, and J. Alison Auxter with full knowledge of the unlawfulness of Lathrop & Gage L.C.'s previous interference with my business relations and expectancies, the deprivation of counsel and other conduct to insure I cannot even enjoy the rights of incorporating my business or otherwise entering the market for hospital supplies, committed further acts of restraint of trade and to deprive me of business property through sham petitioning exempt from Noerr-Pennington doctrine [1] antitrust immunity in a motion to the court fraudulently misrepresenting my complaint and attempting to cause the court's extortion under color of official right to deprive me of business relations and expectancies.

I will prove the Insure Missouri plan involved the illegal conduct of the state's business through the Republican Party of Missouri and Republican National Committee servers' email and other electronic communications by Governor Matt Blunt under the counsel of Lathrop & Gage L.C. and since the scheme and acts in furtherance were clearly unlawful, you and your firm are liable under for intentional violations of Missouri's antitrust statutes under *Defino v. Civic Center Corp*., 780 S.W.2d 665 (Mo. App. E.D., 1989).

Since William G. Beck, Peter F. Daniel, and J. Alison Auxter have again sought to exploit Lathrop & Gage L.C.'s extortion to deprive me of counsel as Lathrop & Gage L.C. through Brian T. Fenimore has done to the similarly situated victim Dustin Sherwood for the purpose of obtaining property for Lathrop & Gage L.C. through extrinsic fraud and land for the Republican National Committee contributor James E. Hasler, I will seek to address what is yet another Missouri constitutional crisis created by the unchecked misconduct of Lathrop & Gage L.C.'s attorneys and seek prospective injunctive relief against the State of Missouri Board of Bar Governors so that you will not be able to continue to prey on unrepresented parties through the terrible power Lathrop & Gage L.C has repeatedly employed through the firm's advice and counsel to state officials including Governor Matthew Roy Blunt; Edward R. Martin, Jr.; Henry T. Herschel; and Richard Aubuchon or the State of Kansas Office of Attorney Discipline that gives your law firm the power to have Missouri attorneys disciplined or restrained from admission to the bar for exemplarily virtuous ethical conduct like that of Scott Eckersley, Donna L. Huffman and my former counsel Bret D. Landrith.

---

[1] This doctrine derives from the decisions *Eastern Railroad Presidents Conference v. Noerr Motor Freight, Inc*., 365 U.S. 127, 81 S.Ct. 523, 5 L.Ed.2d 464 (1961), and *United Mine Workers v. Pennington*, 381 U.S. 657, 85 S.Ct. 1585, 14 L.Ed.2d 626 (1965).

Exhibit 25.1

Subject: Status Update:
Date: Monday, December 1, 2008 11:55 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: Corey Dukes <corey_dukes@mccaskill.senate.gov>
Cc: <lisa_foehner@mccaskill.senate.gov>

Hi Corey, I just spoke with Senator McCaskill's case worker Lisa Foehner in the St. Louis office regarding my case file. During our last communication you and Mr. Jolley both indicted to me that you were sending my FOIA request to the appropriate authorities in Washington with regard to my difficulties with the Western District of Missouri's USA's office. When I spoke with Ms. Foehner she indicated the case was closed. Will you please clarify what you did and when you did it for my records and please send me a copy via email. Thank you for your attention to this matter. Best regards, S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 26

Subject: Amended Complaint: 0816-04217 Missouri
Date: Sunday, January 4, 2009 7:50 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Bradley, Suzanne B." <sbradsbradley@stklaw.com>, "Brady, P. John" <jbrjbrady@stklaw.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, "Charles V. Robb" <crobb@saint-lukes.org>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, Conway <kconway@ghx.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gary Duncan," <gdduncan@freemanhealth.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joel B. Voran" <jvoran@lathropgage.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, Michael Terry <mterry@srhc.com>, "Mitchell, Karen King" <karen.mitchell@ago.mo.gov>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Robert H. Bezanson" <robert.bezanson@coxhealth.com>, "Roubal, Brett W." <broubal@blmhpc.com>, Sandra Van Trease <svantrease@bjc.org>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Sexton, Patricia A." <psexton@polsinelli.com>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Thomas F. Spindler" <tspindle@vha.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: Sean Tassi <sean.tassi@huschblackwell.com>, Michael Thompson <michael.thompson@huschblackwell.com>, John Power <john.power@huschblackwell.com>, "Bradley, Suzanne B." <sbradsbradley@stklaw.com>, "Brady, P. John" <jbrjbrady@stklaw.com>, Jay Heidrick <jheidrick@stklaw.com>, Mark Olthoff <molthoff@stklaw.com>, "Sexton, Patricia A." <psexton@polsinelli.com>, "Joel B. Voran" <jvoran@lathropgage.com>, Peter Daniel <pdaniel@lathropgage.com>, "Levison, Mark H." <mlevison@lathropgage.com >

Dear Sir or Madam,

You are receiving the attached motion because you are identified as a defendant in the proposed amended complaint enclosed as exhibit 1 to the attached motion. In addition to this courtesy copy, I endeavor to post filings by all parties to this action and any resulting orders at http://www.medicalsupplychain.com/Lipari%20v%20Novation%20(0816-04217).htm

News related to the litigation may be found at http://www.medicalsupplychain.com/news.htm

Sincerely,

Exhibit 27

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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

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

MOTION FOR LEAVE TO AMEND THE ORIGINAL PETITION FOR RELIEF

Comes now the plaintiff Samuel K. Lipari appearing *pro se* and respectfully makes the following for leave to amend the original petition for relief that initiated the present action in this court:

STATEMENT OF FACTS

1. On December 29, 2008 the trial court determined the sufficiency of the plaintiff's original complaint against the last defendant to test whether the allegations state a claim for relief.

2. The trial court previously declined to grant the motion to dismiss the remaining defendant Robert J. Zollars' motion for dismissal in the court's partial sustainment of the defendants' motions to dismiss on August 8, 2008.

3. Neither the court's order on December 29, 2008 or its earlier dismissal orders dated August 8, 2008 specified a date for the plaintiff to amend his complaint to cure any deficiencies in pleading as Rule 67.06 commands the court by stating "…and **shall specify the time within which the amendment shall be made** or amended pleading filed…"[emphasis added].

4. None of the defendants have filed a motion for final judgment in the action as required under as Rule 67.06:"…final judgment of dismissal with prejudice **shall be entered on motion**…"[emphasis added].

5. The law of the case for this action *Lipari vs. VHA-Novation et al*., Case No. 0816-04217 is that the plaintiff cannot make an appeal from orders or judgments of this court even under Rule an appeal cannot be (a determination made in decisions in both *Lipari vs. VHA-Novation et al.* , Missouri Western District Court of Appeals Case No. WD7001 and Missouri Supreme Court Case No. SC-89644 in October 2008).

1

Exhibit 27.1

Subject: WD 70534 Appeal:
Date: Tuesday, January 20, 2009 3:36 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Bradley, Suzanne B." <sbradsbradley@stklaw.com>, "Brady, P. John" <jbrjbrady@stklaw.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, "Charles V. Robb" <crobb@saint-lukes.org>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, Conway <kconway@ghx.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gary Duncan," <gdduncan@freemanhealth.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joel B. Voran" <jvoran@lathropgage.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, Michael Terry <mterry@srhc.com>, "Mitchell, Karen King" <karen.mitchell@ago.mo.gov>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Robert H. Bezanson" <robert.bezanson@coxhealth.com>, "Roubal, Brett W." <broubal@blmhpc.com>, Sandra Van Trease <svantrease@bjc.org>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Sexton, Patricia A." <psexton@polsinelli.com>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Thomas F. Spindler" <tspindle@vha.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Courtesy copy, S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 28

Subject: Re: Things are getting silly again!!!
Date: Thursday, January 22, 2009 10:51 AM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: Melissa Streeter <mkstreeter@yahoo.com>

Everything makes it except the document and now I have the emails to add as evidence from you to prove it. Needing to take shower and run errands. XO, S~

On 1/22/09 10:46 AM, "Melissa Streeter" <mkstreeter@yahoo.com> wrote:

> ok how bout this, see if it makes it
>
> --- On **Thu, 1/22/09, Samuel Lipari <*Saml@MedicalSupplyLine.com*>** wrote:
>
> > From: Samuel Lipari <Saml@MedicalSupplyLine.com>
> > Subject: Things are getting silly again!!!
> > To: "Melissa Streeter" <mkstreeter@yahoo.com>
> > Date: Thursday, January 22, 2009, 7:19 AM
> >
> > Good morning Sweetie, Bret say's he uses Yahoo all the time and never has a problem sending large attachments. Maybe, try sending me something else with an attachment. I bet it works. Isn't it interesting how these difficulties just seem to pop up unexpectedly out of nowhere. I already delivered the offering so don't worry about finishing it. It's fine to submit, I just wanted the typo's fixed anyway. What plans do you have today? XO S~

Exhibit 29

Subject: Re: Store Id: 32544, Support Request:
Date: Monday, January 26, 2009 8:07 AM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: <david@storesecured.com.>

Please see attached. S~

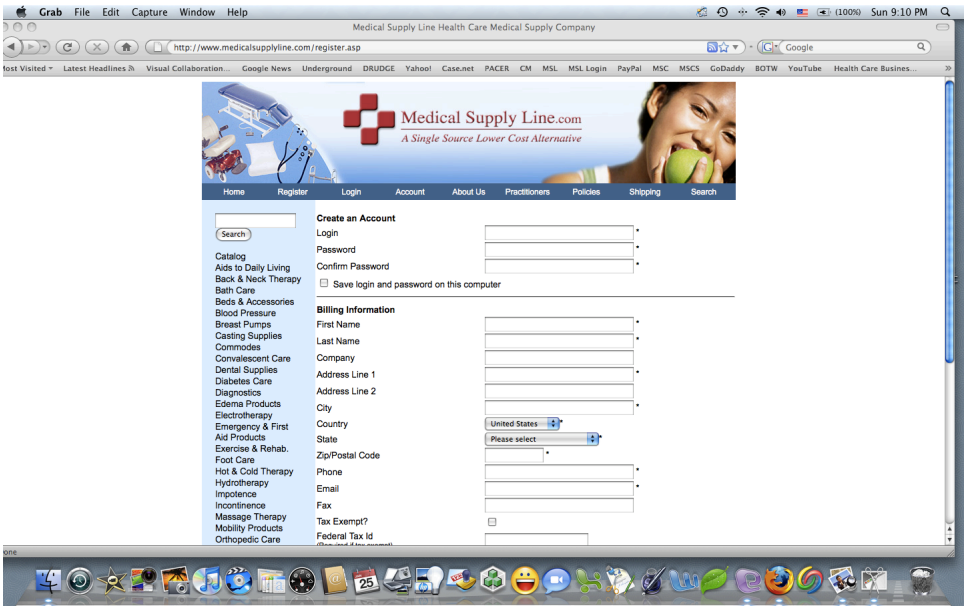
On 1/25/09 11:06 PM, "noreply@storesecured.com" <noreply@storesecured.com> wrote:

>
>
> At 1/15/2009 10:42:00 PM wrote:
>
> **********
>
>
> At 1/15/2009 10:46:00 PM Samuel wrote:
>
> **********
>
>
> At 1/15/2009 10:49:00 PM Samuel Lipari wrote:
> I fix the page formats and all the pages are checked for the template yet the
> blue background doesn't show on any pages except the home page. Will you fix
> this? Thank you, S~
> **********
>
>
> At 1/16/2009 7:27:00 AM Support (david) wrote:
> Can you tell me the page where you can not see the blue background? A screen
> shot may also help.
> Thanks.
> **********
>
>
> At 1/16/2009 7:59:00 AM Samuel Lipari wrote:
> Can you give me an email to send the screen shots? Thanks, S~
> **********
>
>
> At 1/16/2009 8:04:00 AM Support (david) wrote:
> You can upload screen shot with the support request. You can also send me on
> david@storesecured.com.
> Thanks.
> **********
>
>
> At 1/25/2009 5:45:00 AM Samuel Lipari wrote:
> Can you tell me why I need to throw a fit before I get results from your
> staff? The pages on my site do not reflect the home page template. I emailed
> David with screen shots on 1-16-09, more than a week ago. Do I need to launch
> a press release about the piss poor service I continue to get from store
> secure and its staff. My site has been changed!!! The site was never like this
> before you did whatever you did. Fix it!!! If my site is not fixed by end of
> business Monday. I will submit a press release Tuesday morning about the

Exhibit 30

> shitty service I receive from you and your staff. Do you get the message. It
> has been 9 Days. Wake up!!!
> **********
>
>
> At 1/25/2009 6:41:00 PM Support (melanie) wrote:
> Im sorry that you did not receive a response but all you need to do is to say
> so and we will look into it. I think that your email got lost in the shuffle
> but with this support request we were able to search for and find it. However
> the email does not help me to see the issue because they are html pages that
> you have saved and not pictures. Can you please save what you are seeing for
> one of the pages as a graphic, ie a jpg or gif instead of the html and please
> just post it here in the support request so that we dont miss it. And then we
> will take a look. Ive checked your pages in IE and Firefox and they look
> correct from here. Also we have not made any changes to your pages so I would
> suspect that whatever you are seeing has been there all along, however that
> being said, we will do whatever we can to help once we can see the issue. If
> you can also please tell us what browser you are seeing this issue in so that
> we can try to duplicate it.
> **********
>
>
> At 1/25/2009 7:22:00 PM Samuel Lipari wrote:
> I don't know if your getting the files I am attempting to up load? The fist is
> my home page, the second is my About Us page. There is no blue border around
> the about Us page. Thanks, S~
> **********
>
>
> At 1/25/2009 9:07:00 PM Support (Melanie) wrote:
> No Im not seeing the attachment there unfortunately. If you are having
> trouble uploading it here maybe you can just upload it as an image and tell us
> the name of the image in your list so I can find it there.
> **********
>
> **********
> To respond to this support request go to
> http://manage.storesecured.com/support_edit.asp?op=edit&id=27669
> Do not reply to this email, this is an outgoing mailbox only for automatic
> notifications.


Grab File Edit Capture Window Help
Sun 9:09 PM
Medical Supply Line Health Care Product Company
http://www.medicalsupplyline.com/
Medical Supply Line.com
A Single Source Lower Cost Alternative
Home Register Login Account About Us Practitioners Policies Shipping Search
Welcome to Medical Supply Line
As a medical supply company we offer one of the largest selections of health care and medical related supplies and equipment. We serve consumers, seniors, caregivers and practitioners nationwide.
"Over 10,000 Items In Stock"
For a detailed view of our product catalog, please select from the categories on your left. Choose the item(s) you wish to view and add to your shopping cart. Once you have finished shopping simply check out using your favorite credit card or pay pal account.
We are adding products daily and our prices are always the lowest possible.
If we do not have or you can not find the item(s) you are looking for please send us your Product Request and a representative will respond promptly.
We Accept All Major Credit Cards!
Medical News:
A Good Credit Score = 700 or Above....
-- Sponsored Link, Sun Jan 25 2009 18:10:00 GMT-0600 (CST)
China reports fourth bird flu death this month...
-- Qatar Peninsula, Sun Jan 25 2009 18:10:00 GMT-0600 (CST)
More cancer patients removing healthy breasts...
-- USA Today, Sun Jan 25 2009 17:53:00 GMT-0600 (CST)
Bioheart to Present At the Cell & Gene Therapy Forum in Washington, D.C....
-- InterestALERT, Sun Jan 25 2009 17:51:00 GMT-0600 (CST)
Einstein Research Helps Scientists See Cancer and Other Cells at the Molecular Level...
-- Azonano, Sun Jan 25 2009 17:44:00 GMT-0600 (CST)
Study of Cancer Deaths Among Young Alumni Finds No Link to Susquehanna U...
-- Chronicle of Higher Education, Sun Jan 25 2009 17:25:00 GMT-0600 (CST)
Catalog
Aids to Daily Living
Back & Neck Therapy
Bath Care
Beds & Accessories
Blood Pressure
Breast Pumps
Casting Supplies
Commodes
Convalescent Care
Dental Supplies
Diabetes Care
Diagnostics
Edema Products
Electrotherapy
Emergency & First Aid Products
Exercise & Rehab.
Foot Care
Hot & Cold Therapy
Hydrotherapy
Impotence
Incontinence
Massage Therapy
Mobility Products
Orthopedic Care


Grab File Edit Capture Window Help
Sun 9:10 PM
Medical Supply Line Health Care Medical Supply Company
http://www.medicalsupplyline.com/register.asp
Medical Supply Line.com
A Single Source Lower Cost Alternative
Home Register Login Account About Us Practitioners Policies Shipping Search
Create an Account
Login
Password
Confirm Password
Save login and password on this computer
Billing Information
First Name
Last Name
Company
Address Line 1
Address Line 2
City
Country
United States
State
Please select
Zip/Postal Code
Phone
Email
Fax
Tax Exempt?
Federal Tax Id
Catalog
Aids to Daily Living
Back & Neck Therapy
Bath Care
Beds & Accessories
Blood Pressure
Breast Pumps
Casting Supplies
Commodes
Convalescent Care
Dental Supplies
Diabetes Care
Diagnostics
Edema Products
Electrotherapy
Emergency & First Aid Products
Exercise & Rehab.
Foot Care
Hot & Cold Therapy
Hydrotherapy
Impotence
Incontinence
Massage Therapy
Mobility Products
Orthopedic Care


Grab File Edit Capture Window Help
Sun 9:11 PM
Medical Supply Line Health Care Medical Supply Company
http://www.medicalsupplyline.com/AboutUS1.asp
Medical Supply Line.com
A Single Source Lower Cost Alternative
Home Register Login Account About Us Practitioners Policies Shipping Search
Search
Catalog
Aids to Daily Living
Back & Neck Therapy
Bath Care
Beds & Accessories
Blood Pressure
Breast Pumps
Casting Supplies
Commodes
Convalescent Care
Dental Supplies
Diabetes Care
Diagnostics
Edema Products
Electrotherapy
Emergency & First Aid Products
Exercise & Rehab.
Foot Care
Hot & Cold Therapy
Hydrotherapy
Impotence
Incontinence
Massage Therapy
Mobility Products
Orthopedic Care
Medical Supply Line
is committed to providing lower cost supplies for consumers, seniors, caregivers and practitioners. We offer low prices everyday and ship directly to you, your family or your organization.
At Medical Supply Line, it's more about affordability, product selection and available access than sales gimmick. We are dedicated to helping you find the right products for the right price and help improve the quality of life or care for you, your loved ones and your patients.
Assurance to you:
Selection: We carry over 10,000 quality name brand and generic medical products.
Shipping: All orders are shipped via UPS and you can track your order online.
Delivery: Free Delivery on most orders over $500, except for bulk or overweight packages.
Complete Privacy: Medical Supply Line is HIPPA complaint.
100% Satisfaction Guarantee: If you are not totally satisfied with your purchase, simply return your package to us, and we'll refund the full purchase price of the product. Simply browse our Catalog and select the item(s) you wish to order. For bulk orders or to set up an acount email your contact information to: Product Request
Purchase Today and Save!

Subject: Re: History Situation Again
Date: Monday, January 26, 2009 1:51 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: Susan Whitehill <swhitehill@burnsmcd.com>

Sickem.....girl. Don't let up !!!!!!!!! Take them all to the wood shed and spank their asses !!!!!!!!!! Tell them tomorrow, the next time you address this situation it will be in the form of litigation against their school district in addition to their personal capacities. This way they all are forced to obtain separate counsel, then watch'em squeal.

I have been all over the FBI this morning for not being able to send emails to my distributor in NY. Who do these F*****g people think they are. Good luck, Kev~

On 1/26/09 1:22 PM, "Susan Whitehill" <swhitehill@burnsmcd.com> wrote:

> Good Afternoon;
>
> I know the three of you would like to discuss this over the phone but as I stated in the note below I would like a meeting with the following people in attendance.
>
> Ms. Taylor
> Ms. Hill
> Mr. Silver
> Mr. Hardin
> Mr. Alderman
>
> My husband and I would like to meet tomorrow morning before school starts at 6:30 am. Let me know if this is an acceptable time for everyone.
>
> Regards,
>
> Susan Whitehill
> Tel: 816.333.9400 X-5093
> Cell: 816.985.1637
> swhitehill@burnsmcd.com

Exhibit 30.1

Subject: Please forward to Mr. Attorney General Eric H. Holder Jr.
Date: Saturday, February 14, 2009 11:25 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <AskDOJ@usdoj.gov>

February 14, 2009

Mr. Eric H. Holder Jr.
U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Dear Mr. Attorney General Eric H. Holder Jr.,

I have requested assistance from the FBI field office in Kansas City, MO and my U.S. Senator Mrs. Clair McCaskill (Clair McCaskill Letter attached) regarding public official interference with my ongoing Antitrust and Racketeering (Rico) litigation in Kansas City, Missouri District Court case #07-0849-CV-W-FJG. The case involves several public officials including former U.S. Attorney Bradley J. Schlozman. The Senate Judiciary Chairman Mr. Senator Patrick Leahy is also aware of these matters. My cases and evidentiary documents can be found at http://www.medicalsupplychain.com/news.htm including several articles from the New York Times. My concern is that the request made by Mrs. McCaskill was made prior to your confirmation and your encouraging acceptance speech regarding a renewed effort in the rule of law and our constitution. I received confirmation of Senator McCaskil's request from the Office of the Inspector General (Office of the Inspector General letter attached) who then referred my request to the Inspector Division of the FBI (Inspector Division of the FBI letter attached). My request is out of a personal concern for the safety of myself, my family and associates. I know you are extremely busy with the clean up of the previous administration but could you, would you, look into these matters and advise me as a person, a family man, a U.S. Citizen, and my Attorney General what I can do to help resolve these issues. For eight years I have desperately tried to enter the U.S. Healthcare market and provide lower healthcare cost for the citizens of this great country only to be interfered with at every juncture.

Thank you for your attention to these matters.

Sincerely, Samuel K. Lipari

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910

Exhibit 31

Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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CLAIRE McCASKILL
MISSOURI

United States Senate
WASHINGTON, DC 20510

December 19, 2008

Mr. Samuel Lipari
3520 N.E. Akin Blvd. Apt. 918
Lees Summit, Missouri 64064

Dear Mr. Lipari:

We have sent the enclosed letter to the United States Department of Justice, Office of the Inspector General (OIG). The Inspector General conducts independent investigations, audits, inspections, and special reviews of United States Department of Justice personnel and programs to detect and deter waste, fraud, abuse, and misconduct in Department of Justice operations.

We deeply regret that we were unable to resolve your case, but hope that the Inspector General can help you.

If you have questions about your case, please call the Office of the Inspector General at:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530
oig.hotline@usdoj.gov
(800) 869-4499 phone
(202) 616-9881 fax

Sincerely,

Michelle Sherod

Michelle Sherod
St. Louis Regional Director
Office of U.S. Senator Claire McCaskill

Exhibit 31.1

U.S. Department of Justice

Office of the Inspector General

January 13, 2009

Samuel Lipari
Medical Supply Chain
297 NE Bayview
Lee's Summit, Missouri 64064

Dear Mr. Lipari:

This is in response to your letter of March 26, 2007, to U.S. Senator Claire McCaskill, which was forwarded to the Office of the Inspector General (OIG) for review. In your letter you stated that you are being denied entry into the hospital supply market by Novation, LLC, a hospital group purchasing organization. You also indicated that you filed a complaint with the Federal Bureau of Investigation (FBI), Kansas City, Missouri, in January 2006, and that you did not receive an acknowledgement of your complaint. Additionally, you alleged that you have been targeted by the FBI with warrantless searches and monitoring of your telephone and Internet communications.

We have reviewed your complaint and determined that it is more appropriate for review by the FBI, Inspection Division; therefore, we have forwarded your complaint to that office for review and disposition. Any additional correspondence regarding this matter should be directed to the FBI, Inspection Division, 935 Pennsylvania Avenue NW, Washington, D.C. 20535.

Sincerely,

Paul K. Martin
Deputy Inspector General

cc: The Honorable Claire McCaskill
United States Senate

Kevin L. Perkins
Assistant Director
Inspection Division
Federal Bureau of Investigation

Exhibit 31.2

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

January 30, 2009

Mr. Samuel Lipari
Medical Supply Chain
297 N.E. Bayview
Lee's Summit, Missouri 64064

Dear Mr. Lipari:

We acknowledge receipt of your communication dated March 26, 2007, which was directed to the Office of the Inspector General, Department of Justice (DOJ/OIG, by the Office of Senator Claire McCaskill on December 19, 2008. Your correspondence was forwarded to the Initial Processing Unit (IPU), Internal Investigations Section (IIS), Inspection Division (INSD), Federal Bureau of Investigation (FBI), for our review. The IPU\IIS is the FBI entity that provides thorough and timely review and investigation into complaints of criminality or serious misconduct against FBI employees.

Your correspondence reflected your claims that the FBI's Kansas City Division failed to investigate your allegations of corruption within the Missouri judicial system. You reported alleged antitrust violations perpetrated by other medical supply companies, including Novation, LLC and Premier, which negatively impacted on your business. You acknowledged initiating civil litigation against these entities and you specifically charged that Kansas District Court Magistrate James P. O'Hara obstructed justice in this matter inasmuch as Judge O'Hara developed private interests in these companies. You alleged the Kansas City Division failed to address your requests for assistance relating to your concerns. You also claimed you became the target of illegal surveillance by the FBI as a result of the allegation you forwarded to the FBI. Your communication also included a request for any records maintained by the FBI relating to you or your company.

IPU has reviewed the circumstances surrounding your complaint and, inasmuch as you did not provide any specific evidence to support your allegations of misconduct by any FBI employee, IPU determined that this matter does not warrant further administrative action. Pursuant to your request for

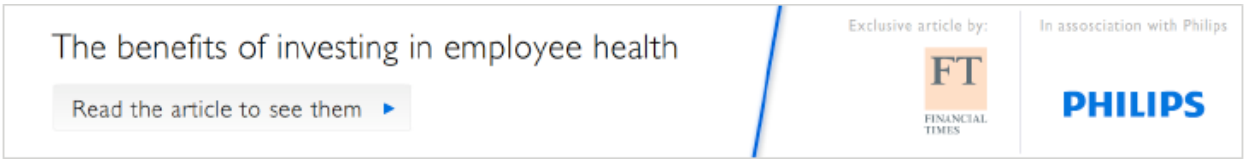
Exhibit 31.3

DEMOCRATIC UNDERGROUND.COM Latest Greatest Lobby Journals Search Options Help Login Google Site search Search

Please forward to Mr. Attorney General Eric H. Holder Jr.

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Home » Discuss » Topic Forums » Justice DONATE



asp64064 (47 posts) Sat Feb-14-09 12:44 PM
Original message

Please forward to Mr. Attorney General Eric H. Holder Jr.



February 14, 2009

Mr. Eric H. Holder Jr.
U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Dear Mr. Attorney General Eric H. Holder Jr.,

I have requested assistance from the FBI field office in Kansas City, MO and my U.S. Senator Mrs. Clair McCaskill (Clair McCaskill Letter attached) regarding public official interference with my ongoing Antitrust and Racketeering (Rico) litigation in Kansas City, Missouri District Court case #07-0849-CV-W-FJG. The case involves several public officials including former U.S. Attorney Bradley J. Schlozman. The Senate Judiciary Chairman Mr. Senator Patrick Leahy is also aware of these matters. My cases and evidentiary documents can be found at http://www.medicalsupplychain.com/news.htm including several articles from the New York Times. My concern is that the request made by Mrs. McCaskill was made prior to your confirmation and your encouraging acceptance speech regarding a renewed effort in the rule of law and our constitution. I received confirmation of Senator McCaskil's request from the Office of the Inspector General (Office of the Inspector General letter attached) who then referred my request to the Inspector Division of the FBI (Inspector Division of the FBI letter attached). My request is out of a personal concern for the safety of myself, my family and associates. I know you are extremely busy with the clean up of the previous administration but could you, would you, look into these matters and advise me as a person, a family man, a U.S. Citizen, and my Attorney General what I can do to help resolve these issues. For eight years I have desperately tried to enter the U.S. Healthcare market and provide lower healthcare cost for the citizens of this great country only to be interfered with at every juncture.

Thank you for your attention to these matters.

Sincerely, Samuel K. Lipari

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Ads by Google Election Signs Clinton Impeachment Clinton Campaign Hillary Campaign Hillary Poll

Exhibit 31.4

July 1, 2009

Samuel K. Lipari
3520 NE Akin Blvd. Suite 918
Lees Summit, Mo 64064
816-365-1306

To Whom It May Concern,

I am seeing to it that all debts and obligations I have incurred since June 1, 2005 are paid in full with interest.

While this process is lengthy in the ongoing civil litigation to seek redress for my grievances, it has come to my attention that the Kansas City, Missouri offices of two federal government agencies, the US Department of Justice and the Federal Bureau of investigation became responsible for these debts and obligations as part of their participation in unlawful warrantless wiretapping and obstruction of justice to prevent me from entering the market for hospital supplies.

This activity included forcing the dissolution of my father's company and interfering in the conduct of business of my now dissolved Missouri corporation Medical Supply Chain, Inc., and my online healthcare supply business Medical Supply Line for the purpose of preventing me from receiving income, property rights or investments that I relied on for work and income.

If you or your business are a creditor or contract beneficiary to me Samuel K. Lipari/Medical Supply Line or to my former corporation Medical Supply Chain, Inc., you may make a claim for any balance and interest lawfully owed you by filing the attached FTCA Form 95 under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in failing to adequately train its officials in the Kansas City offices not to interfere extra-judicially in civil litigation between private parties and in failing to adequately train its officials in the Kansas City offices that public corruption in state and federal courts is not immune from law enforcement and that this negligence resulted in injuries to Samuel K. Lipari where you or your corporation are a third party contract beneficiary.

The FTCA Form 95 should be sent to either Mr. Eric Holder at U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001 or Mr. Robert S. Mueller, III at FBI Headquarters in Washington, D.C. Federal Bureau of Investigation, J. Edgar Hoover Building, 935 Pennsylvania Avenue, NW Washington, D.C. 20535-0001.

Thank you for your attention to these matters.

Sincerely,



Samuel K. Lipari
816-365-1306

How to complete the attached form;

Individual:
Complete number 2, 12d, 13a, 13b, 14

Company:
Complete number 2, 12d, 13a, 13b, 14

Exhibit 31.5

Subject: Appeal Brief and Informal Notice for SORA requests
Date: Wednesday, July 1, 2009 10:11 AM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Karen King" <karen.mitchell@ago.mo.gov>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

So far, the WD of Missouri Appeals Court has refused to accept or docket my brief for a 20,500 word count. More obstruction of justice!!!

Is anyone going to enforce rules and laws in this state?

WD of MO Local Rule XII Forms and Number of copies to be filed
****
(B) Briefs. All briefs shall comply with the standards set forth in the Supreme Court Rules.

Exhibit 32

IN THE STATE OF MISSOURI
WESTERN DISTRICT COURT OF APPEALS
AT KANSAS CITY, MISSOURI

Case No. WD70832 (16th Cir. Case No. 0816-04217)

SAMUEL K. LIPARI
Appellant

vs.

NOVATION, LLC; NEOFORMA, INC; GHX, LLC; VOLUNTEER HOSPITAL ASSOCIATION; VHA MID-AMERICA, LLC; CURT NONOMAQUE; THOMAS F. SPINDLER; ROBERT H. BEZANSON; GARY DUNCAN; MAYNARD OLIVERIUS; SANDRA VAN TREASE; CHARLES V. ROBB; MICHEAL TERRY; UNIVERSITY HEALTHSYSTEM CONSORTIUM; ROBERT J. BAKER; JERRY A. GRUNDHOFER; RICHARD K. DAVIS; ANDREW CECERE; COX HEALTH CARE SERVICES OF THE OZARKS, INC.; SAINT LUKE'S HEALTH SYSTEM, INC.; STORMONT-VAIL HEALTHCARE, INC.; SHUGHART THOMSON & KILROY, P.C.; HUSCH BLACKWELL SANDERS LLP

OPENING BRIEF OF THE APPELLANT

Prepared by Samuel K. Lipari
Pro se Plaintiff
3520 NE Akin #918
Lee's Summit, MO 64064
816-365-1306
saml@medicalsupplychain.com

Exhibit 32.1

Your Missouri Courts

THE JUDICIAL BRANCH OF STATE GOVERNMENT

Clerk Handbooks

Supreme Court Rules

Subject:	Rule 84 - Rules of Civil Procedure - Rules Relating to All Appellate Courts - Procedure in All Appellate Courts	Section/Rule: Publication / Adopted Date:	84.06 June 13, 1979
Topic:	Form of Briefs - Disk required, When	Revised / Effective Date:	July 1, 2008

84.06. Form of Briefs - Disk Required, When

(a) Size - Type - Form. A brief should be prepared using computer software. Such brief shall:

(1) Be on paper of size 8 1/2X 11 inches;

(2) Be on paper weighing not less than nine pounds to the ream;

(3) Be typed on one side of the paper;

(4) Have a left, right, top and bottom margin of not less than one inch. Page numbers may appear in the bottom margin, but no other text may appear in the margins;

(5) Have all pages paginated after the cover page using Arabic numbers, except that the table of contents and the table of authorities may be paginated with small Roman numerals. Pagination shall be consecutive, except that if the table of contents and the table of authorities are paginated with small Roman numerals, the first page of the remainder of the brief shall be numbered 1;

(6) Use characters throughout the brief, including footnotes, that are not smaller than 13 point, Times New Roman font on Microsoft Word;

(7) Be double-spaced, except that the cover, certificate of service, certificate required by Rule 84.06(c), and signature block may be single-spaced; and

(8) Be securely bound on the left.

(b) Length. Appellant's initial brief and all briefs in a cross appeal except the reply brief shall not exceed:

(1) 31,000 words, or

(2) 2,200 lines of text if the brief uses a monospaced face.

Respondent's brief and a reply brief shall not exceed ninety and twenty-five percent, respectively, of the limits prescribed by this Rule 84.06(b).

All material contained in the brief except the cover, certificate of service, certificate required by Rule 84.06(c),

Exhibit 32.2

From the Desk of Health Care Advocate Mr. Samuel K. Lipari

Saturday June 27, 2009

Mr. Eric H. Holder Jr.
U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Dear Mr. Attorney General Eric H. Holder Jr.,

I requested your help on February 14th, 2009 http://www.medicalsupplychain.com/pdf/Mr.%20Attorney%20General%20Eric%20H.%20Holder%20Jr.%201-14-2009.pdf, and again May 4th and May 18th, 2009.

I want to personally thank your office for the continued obstruction of justice and interference with my litigation, my family, my associates, my business, and myself. Please see: http://www.medicalsupplychain.com/pdf/McCaskill.pdf.

Mr. Holder, your agency, the DHS, the NSA and local law enforcement http://www.medicalsupplychain.com/pdf/AT&T%20Demand%20Letter.pdf should all be ashamed of themselves for stepping up efforts to entice me into committing fraud as a pre-requisite and pretext for obtaining capital to entering the health care supply market. The faceless criminal enterprise here in Kansas City continues to participate in obstructing my ability to seek redress in a non-biased court, raise capital and/or enter the health care market for health care medical supplies.

Last week, I was even refused a simple service from a local business that provides short-term loans, and which I have done business with many times in the past. The business instructed to refuse service, leases its retail space from a member of my extended family.

Mr. Holder, it seems the only thing your office has helped me with is more retaliation, interference and obstruction of justice. Since this is how your office intends to help me, let me lay out how I propose to help your office.

In the coming weeks I will be submitting states open records act requests & freedom of information act requests to all State and Federal agencies in Kansas, Missouri, and Colorado, your office, the DOJ, the DHS, the NSA, the FBI, the State Courts, the Federal Courts and the Appeals Courts.

Additionally, I will be making request to local public officials and law enforcement agencies for the cities of Kansas City, Independence, Blue Springs and Lee's Summit.

Mr. Holder, like you and President Obama I am committed to the rule of law and I want to help you fix this problem in Kansas City. President Obama's healthcare reforms on which he staked his Presidency will likely now fall victim to this same entrenched corruption you refuse to prosecute, just the same way as our new Missouri Democrat Governor Jay Nixon's Medicaid initiative did this legislative session.

I have also been informed from inside sources that communications, correspondence and emails of federal, state and city officials to obstruct justice in state and federal courts do in fact exist, so I will be obtaining information exchanged by individuals, judges, clerks, public officials and/or parties privy to the following cases.

Samuel Lipari v. Novation 0816-04217
Appeal WD-70001 from case 0816-04217
Appeal SC-89644 from case WD-70001
Appeal WD-70534 from case 0816-04217
Appeal WD-70832 from case 0816-04217

Samuel Lipari v. GE Company 0616-07421
Transfer 06-0573 from case 0616-07421
Transfer 07-0849 from case 0616-07421
Appeal 08-3115 from case 07-0849

Samuel Lipari v. US Bancorp, NA 06-01012 From Case 0616-32307
Appeal 08-3087 from case 06-01012
Appeal 08-3984 from case 06-01012

Samuel Lipari v. US Bancorp, NA 07-02146
Appeal 08-3287 from case 07-02146
Appeal 08-3428 from case 07-02146
Appeal 08-3338 from case 07-02146
Appeal 08-3345 from case 07-02146

MSC v. Novation et al 05-0210
Transfer 05-2299 from case 05-0210
Appeal 06-3331 from case 05-2299
Appeal 08-3187 from case 05-2299

MSC v. GE Company 03-2324
Appeal 04-3075 & 04-3102 from case 03-2324

MSC v. US Bancorp, NA Appeal 03-3443 from case 02-2539

Mr. Holder, since your office is having difficulty rooting out this public corruption and obstruction of justice in Kansas City, I would be more than happy to offer my experience over these past few years. Just let me know if I can be of assistance?

Thank you for your attention to these matters.

Sincerely,



Samuel K. Lipari
Medical Supply Chain
www.MedicalSupplyChain.com/news.htm

Subject: Re: Regus August Invoice
Date: Thursday, July 16, 2009 3:45 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: Lianne Zellmer <Lianne.Zellmer@regus.com>

Hi Lianne, please see attached and call me if you have any questions. Warmest regards, S~

Samuel K. Lipari
Medical Supply Management, Inc.
2300 Main Street, Suite 900
Kansas City, Missouri 64108
Direct: 816.448.3704
Toll Free: 800.667.2163
Fax: 816.448.3101
Cell: 816.365.1306
Saml@MedicalSupplyLine.com
http://www.MedicalSupplyLine.com

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On 7/16/09 3:39 PM, "Lianne Zellmer" <Lianne.Zellmer@regus.com> wrote:

> Sam,
>
> Good afternoon. Attached please find the August invoice. Please let me know the status of your payment for the outstanding balance.
>
> Thank you,
>
> **Lianne Zellmer**

Exhibit 33

Operations Manager
Regus
Two Pershing Square
2300 Main Street, Suite 900
Kansas City, MO 64108
Phone: +1 816 448 3113
Fax: +1 816 448 3101
Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>
www.regus.com <http://www.regus.com/>

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Ask me how you can get **FREE** access to more than 1,000 business lounges around the world.


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return email at contact@regus.com or by contacting the
Regus IT Helpdesk on +44 (0) 1462 708 070.
Regus PLC, 26, Boulevard Royal, L-2449 Luxembourg
****

July 1, 2009

Samuel K. Lipari
3520 NE Akin Blvd. Suite 918
Lees Summit, Mo 64064
816-365-1306

To Whom It May Concern,

I am seeing to it that all debts and obligations I have incurred since June 1, 2005 are paid in full with interest.

While this process is lengthy in the ongoing civil litigation to seek redress for my grievances, it has come to my attention that the Kansas City, Missouri offices of two federal government agencies, the US Department of Justice and the Federal Bureau of investigation became responsible for these debts and obligations as part of their participation in unlawful warrantless wiretapping and obstruction of justice to prevent me from entering the market for hospital supplies.

This activity included forcing the dissolution of my father's company and interfering in the conduct of business of my now dissolved Missouri corporation Medical Supply Chain, Inc., and my online healthcare supply business Medical Supply Line for the purpose of preventing me from receiving income, property rights or investments that I relied on for work and income.

If you or your business are a creditor or contract beneficiary to me Samuel K. Lipari/Medical Supply Line or to my former corporation Medical Supply Chain, Inc., you may make a claim for any balance and interest lawfully owed you by filing the attached FTCA Form 95 under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in failing to adequately train its officials in the Kansas City offices not to interfere extra-judicially in civil litigation between private parties and in failing to adequately train its officials in the Kansas City offices that public corruption in state and federal courts is not immune from law enforcement and that this negligence resulted in injuries to Samuel K. Lipari where you or your corporation are a third party contract beneficiary.

The FTCA Form 95 should be sent to either Mr. Eric Holder at U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001 or Mr. Robert S. Mueller, III at FBI Headquarters in Washington, D.C. Federal Bureau of Investigation, J. Edgar Hoover Building, 935 Pennsylvania Avenue, NW Washington, D.C. 20535-0001.

Thank you for your attention to these matters.

Sincerely,



Samuel K. Lipari
816-365-1306

How to complete the attached form;

Individual:
Complete number 2, 12d, 13a, 13b, 14

Company:
Complete number 2, 12d, 13a, 13b, 14

Subject: Regus June Invoice
Date: Friday, May 15, 2009 1:27 PM
From: Lianne Zellmer <Lianne.Zellmer@regus.com>
To: "Samuel K. Lipari MSL" <Saml@MedicalSupplyLine.com>

Sam,

Good afternoon. Attached please find the June invoice. Please let me know if you have any questions.

Thank you,

Lianne Zellmer
Operations Manager
Regus
Two Pershing Square
2300 Main Street, Suite 900
Kansas City, MO 64108
Phone: +1 816 448 3113
Fax: +1 816 448 3101
Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>
www.regus.com <http://www.regus.com/>

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If you are not the intended recipient please notify us immediately by
return email at contact@regus.com or by contacting the
Regus IT Helpdesk on +44 (0) 1462 708 070.
Regus PLC, 26, Boulevard Royal, L-2449 Luxembourg

Exhibit 33.2

MEDICAL SUPPLY LINE Invoice

Recurring Charges Start Date

Recurring Charges End Date

One-Off Charges Start Date

One-Off Charges End Date

Charge Description	Service Notes	Sale Date	Units	Unit Price	Amount	Tax	Total
Recurring Charges							
Offices							
Telecom Services							
One Off Charges							
Administrative Services							
Fax Services							
Other Recharges							
Grand Total					$ 294.58	$ 1.31	$ 295.89

Regus Management Group, LLC
2300 Main Street, Suite 900
Kansas City, MO 64138

June 8, 2009

Via Certified Mail RRR#

Medical Supply Line
Attn: Samuel Lipari
297 NE Bayview
Lee's Summit, MO 64064

Re: Notice of default and late fee assessment letter per agreement (the "Agreement") dated September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line

Dear Sam:

As of the date of this letter we have not received payment for Invoice #296-247. To ensure continuation of services, please provide payment by June 15, 2009.

In addition, in accordance with the terms and conditions of the Agreement, payments not received by the 1st business day of the month will be assessed a late fee equal to 5% of the outstanding balance plus a service fee.

If you believe an error has been made or you have any questions, please do not hesitate to call me. If you have already sent payment, thank you and please disregard this notice.

Sincerely,

Lianne Zellmer
Operations Manager

Exhibit 33.3

Subject: Regus July Invoice
Date: Monday, June 15, 2009 2:04 PM
From: Lianne Zellmer <Lianne.Zellmer@regus.com>
To: "Samuel K. Lipari MSL" <Saml@MedicalSupplyLine.com>

Sam,

Good afternoon. Attached please find the July invoice. Please let me know if you have any questions.

Thank you,

Lianne Zellmer
Operations Manager
Regus
Two Pershing Square
2300 Main Street, Suite 900
Kansas City, MO 64108
Phone: +1 816 448 3113
Fax: +1 816 448 3101
Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>
www.regus.com <http://www.regus.com/>

1,000 locations. 450 cities. 75 countries. One Call.

Ask me how you can get **FREE** access to more than 1,000 business lounges around the world.

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****
***
The information in this email is confidential and may be privileged.
If you are not the intended recipient please notify us immediately by
return email at contact@regus.com or by contacting the
Regus IT Helpdesk on +44 (0) 1462 708 070.

Exhibit 33.4



MEDICAL SUPPLY LINE Invoice

Recurring Charges Start Date

Recurring Charges End Date

One-Off Charges Start Date

One-Off Charges End Date

Charge Description	Service Notes	Sale Date	Units	Unit Price	Amount	Tax	Total
Recurring Charges							
Offices							
Telecom Services							
One Off Charges							
Administrative Services							
Other Recharges							
Grand Total					$ 265.29	$ 0.00	$ 265.29

Regus Management Group, LLC
2300 Main Street, Suite 900
Kansas City, MO 64108

NOTICE OF TERMINATION OF SERVICES

July 15, 2009

Via Certified Mail RRR#

Medical Supply Line
Attn: Samuel Lipari
297 NE Bayview
Lee's Summit, MO 64064

Re.: Termination of services under agreement (the "Agreement") dated September 24, 2007 by and between Regus Management Group, LLC and Medical Supply Line

Dear Sam:

By letter dated July 8, 2009, we provided you with written notification describing the default and the period in which you had to cure such default.

As of the date of this letter, we have not received payment for Invoice #296-247/296-406 and therefore you have failed to correct the default. This account remains past due and at the close of business as of the date of this letter, we will immediately discontinue all services, including without limitation telephone services, until such payment is received in our office.

Attached is/are copies of the invoice(s) outstanding on your account.

Services will only be reinstated upon receipt of payment for the full amount due, including reactivation fees, late fees and interest.

Please contact me at 816-448-3100 with any questions.

Sincerely,

Lianne Zellmer
Operations Manager

Exhibit 33.5

Regus Management Group, LLC
2300 Main Street, Suite 900
Kansas City, MO 64108

NOTICE OF TERMINATION OF AGREEMENT

July 24, 2009

Via Certified Mail Return Receipt and Regular First Class Mail

Medical Supply Line
Attn: Samuel Lipari
297 NE Bayview
Lee's Summit, MO 64064

Re: Services Agreement (the "Agreement") dated September 24, 2007 **by and between Regus Management Group, LLC and Medical Supply Line** for Virtual Office Services at **Crown Center, 2300 Main Street, Suite 900, Kansas City, MO.**

Dear Sam:

By letter dated June 8, 2009, we provided you with written notification describing your default and the period in which you had to cure such default. As of the date of this letter, you have failed to remedy this default.

Accordingly, the Agreement is terminated as of the date of this letter.

In addition, this matter will immediately be turned over to collection, and you will be responsible for the costs of collection, including attorneys' fees and court costs. We reserve the right to pursue all available legal and equitable remedies, including litigation against you and others responsible for payment of amounts owed under the Agreement.

Please contact me at 816-448-3100 if you have any questions.

Regards,

Lianne Zellmer
Operations Manager

Exhibit 33.6

Subject: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]
Date: Thursday, September 17, 2009 1:38 PM
From: Samuel K. Lipari MSC <Saml@MedicalSupplyChain.com>
To: "Samuel K. Lipari MSL" <Saml@MedicalSupplyLine.com>

-------- Original Message --------
Subject: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70
From: Collection.Manager@nrs.us
Date: Wed, September 16, 2009 1:57 pm
To: saml@medicalsupplychain.com

Attention: CEO

My firm has been retained by HQ dba Regus. They have provided me with your most recent statement and invoices, and have requested immediate action be instituted in Jackson County. No attorney fees have been added to this case yet. We are willing to waive all additional fees and stop all pending action in Jackson County, contingent on this case being resolved by September 17, 2009. Your cashier's check is to be forwarded to the address below via Federal Express or other overnight courier. Calling me back with the air waybill tracking number from your overnight receipt will allow me to stop all actions. Alternatively, your remittance may be made via bank wire transfer to the following:

Payable to: NRS, for further credit to HQ dba Regus
Bank: Capital One, N.A.
Routing Number: 111901014
Account Number: 3620515522

Failure to adhere to the terms set forth herein may result in legal action. Govern yourself accordingly. If you have any questions, please feel free to contact me.

Sincerely,

Ulisses Garcia

Exhibit 33.7

Subject: FW: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]
Date: Thursday, September 17, 2009 10:03 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <Lianne.Zellmer@regus.com>

Hi Lianne, I received this email and it seems like a scam? If I recall correctly, the last invoice I received from you was around $900. I don't think you or Regus would like someone representing your interest in this way? Anyway I thought you should know. Best regards, S~

-------- Original Message --------
Subject: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70
From: Collection.Manager@nrs.us
Date: Wed, September 16, 2009 1:57 pm
To: saml@medicalsupplychain.com

Attention: CEO

My firm has been retained by HQ dba Regus. They have provided me with your most recent statement and invoices, and have requested immediate action be instituted in Jackson County. No attorney fees have been added to this case yet. We are willing to waive all additional fees and stop all pending action in Jackson County, contingent on this case being resolved by September 17, 2009. Your cashier's check is to be forwarded to the address below via Federal Express or other overnight courier. Calling me back with the air waybill tracking number from your overnight receipt will allow me to stop all actions. Alternatively, your remittance may be made via bank wire transfer to the following:

Payable to: NRS, for further credit to HQ dba Regus
Bank: Capital One, N.A.
Routing Number: 111901014
Account Number: 3620515522

Failure to adhere to the terms set forth herein may result in legal action. Govern yourself accordingly. If you have any questions, please feel free to contact me.

Sincerely,

Exhibit 33.8

Subject: RE: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]
Date: Friday, September 18, 2009 9:13 AM
From: Lianne Zellmer <Lianne.Zellmer@regus.com>
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>

Sam,

Good morning. Unfortunately the email is not a scam. Our collections agency is in Dallas and the amount is very close to what I submitted. Since your contract had already renewed I had to submit to collections for the current default as well as the renewal for the next year. I know sometimes they negotiate the fees so I would give them a call.

Thanks,

Lianne Zellmer
Operations Manager
Regus
Two Pershing Square
2300 Main Street, Suite 900
Kansas City, MO 64108
Phone: +1 816 448 3113
Fax: +1 816 448 3101
Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>
www.regus.com <http://www.regus.com/>

1,000 locations. 450 cities. 75 countries. One Call.

Ask me how you can get **FREE** access to more than 1,000 business lounges around the world.


please consider the environment before printing this email

From: Samuel Lipari [mailto:Saml@MedicalSupplyChain.com]

Exhibit 33.9

Subject: Re: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]
Date: Friday, September 18, 2009 9:48 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: Lianne Zellmer <Lianne.Zellmer@regus.com>
Cc: Susan Conley <susan.conley@regus.com>

No, that's OK. I will send them the attached form to recover everything from the DOJ or FBI. You might want to check into it because I don't believe the email (Collection.Manager@nrs.us) and they only give me a day to wire money into some unknown account. I also question the bank, the routing # and the account # with one day to pay for services I am not receiving (Contract = consideration given for consideration received). Did you ever send the attached claim form for recovery of my contract obligations to you and Regus as a third party beneficiary? Please see attached claim form notice I sent you on the 16th of July. I am providing this email to you as a notice to send to your collection agency and your Regus council. By the way, who will be your counsel so that I can send them and Regus my amended Rico complaint? Best regards, S~

On 9/18/09 9:13 AM, "Lianne Zellmer" <Lianne.Zellmer@regus.com> wrote:

> Sam,
>
> Good morning. Unfortunately the email is not a scam. Our collections agency is in Dallas and the amount is very close to what I submitted. Since your contract had already renewed I had to submit to collections for the current default as well as the renewal for the next year. I know sometimes they negotiate the fees so I would give them a call.
>
> Thanks,
>
> **Lianne Zellmer**
> Operations Manager
> Regus
> Two Pershing Square
> 2300 Main Street, Suite 900
> Kansas City, MO 64108
> Phone: +1 816 448 3113
> Fax: +1 816 448 3101
> Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>

Exhibit 33.10

MEDICAL SUPPLY LINE
Attention Of: Mr. Samuel Lipari
297 NE Bayview
Lee's Summit, Missouri 64064
United States of America

Invoice

Account:	239673
Invoice:	296-562
Date:	Jul 16 2009
Date Due:	**Aug 1 2009**

Account Information			
Prior Balance		$	561.18
Payments Received		$	0.00
Refunds / Account Adjustments		$	0.00
Current Invoice	**Period**		
Recurring Monthly Charges	Aug 1 2009 - Aug 31 2009	$	225.00
Variable Charges	Jun 11 2009 - Jul 10 2009	$	53.06
Tax		$	0.00
	Total Amount Due	$	839.24

Payment Terms: Aug 1 2009

Balances not paid by the date due will be charged a late fee equal to 2% plus 1% of the amount due on overdue balances under 1,000 or 10% plus 1% of the amount due on overdue balances of 1,000 or greater

For billing questions, please call 816 448 3100

Please return the remittance stub below with check payable to: Regus Management Group, LLC

Invoice

Regus
Centre: 296 MO, Kansas City - Crown

Payment Method:
☐ Check ☐ Credit Card ☐ See Manager

Account:	239673
Invoice:	296-562
Date Due:	Aug 1 2009
Amount Due	$839.24

Check Amount Only: $_____
PLEASE DO NOT SEND CASH

Regus Management Group, LLC
Two Pershing Square
2300 Main Street
9th Floor
Kansas City, Missouri 64108
United States of America

Exhibit 33.11

INVOICE

Center: 00296 MO,Kansas City - Crown Center

MEDICAL SUPPLY LINE
297 NE Bayview
Lee's Summit MO 64064

Page:	1
Invoice No:	2615209
Invoice Date:	02/13/2008
Payment Terms:	First
Customer Number:	239673/1
Service Retainer	$ 200.00
Due Date:	03/01/2008

For billing questions, please call 816/448-3100 AMOUNT DUE: $ 688.49

Period Summary

Prior Balance	$	450.94
Payments Received		0.00
Refunds		0.00
Adjustments		0.00
Current Invoice		
Credits/Adjustments		(10.00)
Recurring Charges (03/01/2008)		200.00
Variable Charges (01/11/2008 - 02/10/2008)		47.55
Tax		0.00
TOTAL AMOUNT DUE :	$	688.49

Payment is due the first of the month.
Balances not paid by the date due will be charged a late fee equal to $25.00 plus 5% of the amount due on overdue balances under $1,000 or $50.00 plus 5% of the amount due on overdue balances of $1,000 or greater.

Please return the remittance stub below with check payable to: Regus

Regus
Center: 00296 MO,Kansas City - Crown Center

Customer:
MEDICAL SUPPLY LINE
297 NE Bayview
Lee's Summit MO 64064

Customer Number:	USA01/239673/1
Invoice No:	2615209
Due Date:	03/01/2008
Amount Due:	$ 688.49

Payment Method:
☐ Check ☐ Credit Card (see Manager)

Check Amount Only: $ _____
PLEASE DO NOT SEND CASH

Send Payment To:

Regus
2300 Main Street 9th Floor
Kansas City MO 64108

USA01000000239673000688499

Exhibit 33.12

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Mr. Holder You Can Start Your Criminal Referrals Right Here,

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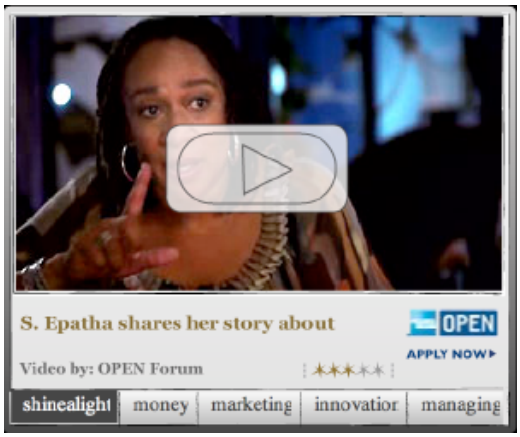
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MSC2007 (103 posts) Tue Jul-21-09 12:54 PM
Original message

Mr. Holder You Can Start Your Criminal Referrals Right Here,

With The Kansas Federal District Court, Upheld By The 10th Circuit Court of Appeals. The Evidence Is In The Following Record And Indisputable Proof Of The Criminal Conduct! Every Decision For 8 Years Has Been One Big Cover Up And Voids Every Order Against Me, My Company and My Associates. Start The Referrals Mr. Holder! "Show Me", I Am From Missouri!



http://www.medicalsupplychain.com/news.htm

MSC v. US Bancorp, NA Appeal 03-3443 from case 02-2539

MSC vs. US Bancorp Piper Jaffray Amended Complaint
http://www.medicalsupplychain.com/pdf/MSC%20vs.%20US%20...
MSC vs. US Bancorp Piper Jaffray Appeal Brief
http://www.medicalsupplychain.com/pdf/MSC%20vs.%20US%20...
MSC vs. US Bancorp Piper Jaffray Order and Show Cause
http://www.medicalsupplychain.com/pdf/Order%20and%20Sho...
MSC vs. US Bancorp Piper Jaffray Letter to the Senate November 10 2004
http://www.medicalsupplychain.com/pdf/Arlen%20Specter11...
MSC vs. US Bancorp Piper Jaffray Show Cause Reply
http://www.medicalsupplychain.com/pdf/MSC%20vs.%20US%20...
MSC vs. US Bancorp Piper Jaffray Letter to the Senate November 23 2004
http://www.medicalsupplychain.com/pdf/Arlen%20Specter11...
MSC vs. US Bancorp Piper Jaffray En Banc Motion
http://www.medicalsupplychain.com/pdf/MSC%20vs.%20US%20...
MSC vs. US Bancorp Piper Jaffray En Banc Motion Attachment 1
http://www.medicalsupplychain.com/pdf/Attachment%201.pd...
MSC vs. US Bancorp Piper Jaffray En Banc Motion Attachment 2
http://www.medicalsupplychain.com/pdf/Attachment%202.pd...
MSC vs. US Bancorp Piper Jaffray En Banc Motion Attachment 3
http://www.medicalsupplychain.com/pdf/Attachment%203.pd...
MSC vs. US Bancorp Piper Jaffray En Banc Motion Attachment 4
http://www.medicalsupplychain.com/pdf/Attachment%204.pd...
MSC vs. US Bancorp Piper Jaffray Sanction Order
http://www.medicalsupplychain.com/pdf/MSC%20vs.%20US%20...
Motion for En Banc Rehearing of Sanctions
http://www.medicalsupplychain.com/pdf/Motion%20for%20En...
Exhibit 1 Order of Sanctions Pg. 17-25
http://www.medicalsupplychain.com/pdf/Exb%201%20Order%2...
Exhibit 2 En Banc Motion Pg. 26-43
http://www.medicalsupplychain.com/pdf/Exb%202%20En%20Ba...
Exhibit 3 Sherman Claims Pg. 44-55
http://www.medicalsupplychain.com/pdf/Exb%203%20Sherman...
Exhibit 4 Letter to Chief Clerk Patrick Fisher Pg. 56-58

Exhibit 34

http://www.medicalsupplychain.com/pdf/Exb%204%20Letter%...
Exhibit 5 Excerpt From Motion For New Trial Pg. 59-70
http://www.medicalsupplychain.com/pdf/Exb%205%20Excerpt...
Exhibit 6 Trial Court Order Pg. 71-86
http://www.medicalsupplychain.com/pdf/Exb%206%20Trial%2...
Exhibit 7 USA Patriot Act Claims Pg. 87-94
http://www.medicalsupplychain.com/pdf/Exb%207%20USA%20P...
Exhibit 8 Appelate Show Cause Order Pg. 95-97
http://www.medicalsupplychain.com/pdf/Exb%208%20Appelat...
Motion to Stay Mandate http://www.medicalsupplychain.com/pdf/Motion%20to%20Sta...
Supreme Court Cert Petition http://www.medicalsupplychain.com/pdf/Supreme%20Court%2...
KS District Court Order of Attorney Fees
http://www.medicalsupplychain.com/pdf/KS%20Dist%20Order...
Supreme Court Docket Notice http://www.medicalsupplychain.com/pdf/Supreme%20Court%2...
Supreme Court Waiver http://www.medicalsupplychain.com/pdf/Supreme%20Court%2...
US Bank / Novation Appeal Brief http://www.medicalsupplychain.com/pdf/Novation%20Appeal...
US Bank / Novation Appeal Appendix
http://www.medicalsupplychain.com/pdf/Novation%20Appeal...
Lipari Motion for Relief From Judgement
http://www.medicalsupplychain.com/pdf/Motion%20to%20Reo...
Lipari Notice to US Bank to Reopen 02 Case
http://www.medicalsupplychain.com/pdf/Lipari%20Notice%2...
Lipari Notice to 07 US Bank Court of Appeal Motion
http://www.medicalsupplychain.com/pdf/Lipari%20Notice%2...
Lipari Corrected Motion to Reopen
http://www.medicalsupplychain.com/pdf/Corrected%20Motio...

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Subject: Criminal Referrals Are Needed Immediately:
Date: Wednesday, July 22, 2009 9:16 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <doj.prao@usdoj.gov>

"Please Forward To The Appropriate Authorities"

July 22, 2009

Professional Responsibility Advisory Office
U.S. Department of Justice
1425 New York Ave., NW, Suite 12000
Washington, D.C. 20530
Telephone: 202-514-0458
Fax: 202-353-7483

Dear Office of Professional Responsibility:

For over 8 years I have litigated and written letters to the attention of our public officials about the lawless protection of public and judicial corruption, conspiracy, extortion, violations of my civil rights, property rights, property taken from me by courts, lawless sanctions, "warrantless" wiretaps, surveillance and constant interference with my ability to make a living not to mention the obstruction of justice.

If you question how this can happen please review the entire record located at http://www.medicalsupplychain.com/news.htm

All of this conduct started in the Kansas Federal District Court in 2002 and the following links are small examples of the criminal conduct that continues today. Why is nothing being done to enforce the laws and misconduct in our courts? If have made numerous complaints and they are ignored. Please bring these criminals to justice and stop this cover up of public corruption! Thank you for your attention to these matters.

Sincerely, Samuel K. Lipari

http://www.medicalsupplychain.com/pdf/McCaskill.pdf

Exhibit 34.1

http://www.medicalsupplychain.com/pdf/Claire%20McCaskill%20Letter%2012-19-2008.pdf

http://www.medicalsupplychain.com/pdf/Office%20of%20the%20Inspector%20General%201-13-2009.pdf

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3450

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3484

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=226x7152

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3605

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3640

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3644

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com/news.htm

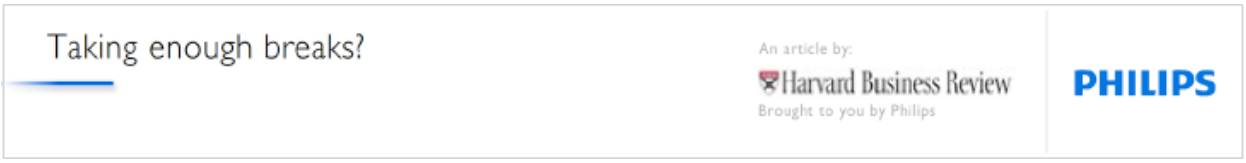
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Follow up to previous post Mr. Holder, the coordinated attack~

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MSC2007 (103 posts) Wed Jul-29-09 03:44 PM
Original message

Follow up to previous post Mr. Holder, the coordinated attack~

July 29, 2009

Between July 1st 2009 and July 15th 2009 I provided notice to all my creditors and service providers



http://www.medicalsupplychain.com/pdf/Claim%20Form%20Sa...

Realizing now that these creditors and service providers may have directly participated in the unlawful surveillance scheme and continued effort to deprive me of critical inputs/income and that they would be in fact committing a crime to make a false claim against the government for conduct they them selves are part of and have participated in.

At 1:30 pm July 22, 2009 I made a trip to Kansas Federal Court in Kansas City Kansas500 State Avenue Kansas City, KS 66101-2400 to ask for information about a FOIA request regarding information and communications between the courts, clerks and judges relating to ongoing interference with my 8 years of litigation. I met with the clerk on the second floor and was ask to wait while he checked into my request. Upon the clerks return 5 minutes later he ask that I leave my name and number because everyone was still out to lunch but that someone would get back to me. I left my name and number and then proceeded to the Missouri Federal Court 400 E. 9th Street Kansas City, MO 64106 where I made the same request and where I also left my name and number and again someone would get back to me. In addition to making my request to the Missouri Federal Court I went to the 5th floor US Attorney's office and made a similar request but was given the name of Ms. Stafford to call at a later date.

I then at about 2:15 pm proceeded to the FBI field office in Kansas City Missouri 1300 Summit Kansas City, Missouri 64105and made a similar request and met a field officer who ask questions regarding my request and then finished up offering a word of advice. "Make Sure The Hill You Are Fighting For Is Worth Die-ing For". I then came home and posted that threat on DU.
http://www.democraticunderground.com/discuss/duboard.ph...

I received notice (mail), a letter http://www.medicalsupplychain.com/pdf/Evection%20Notice... dated July 22, 2009 from Christopher Barhorst with Swanson/Midgley LLC 4600 Madison Avenue, Ste. 1100 Kansas City, Missouri 64112 giving me 30 days to respond to a claim from my leaseor CHAPEL RIDGE MULTIFAMILY LLC indicating I was less than a month (30 days) late on my rent.

Two days later Friday July 24, 2009 and still less than 30 days late on rent Christopher Barhorst with Swanson/Midgley filed suite http://www.medicalsupplychain.com/pdf/Evection%20Notice... in Kansas City Missouri Circuit Court 415 E 12th St Kansas City, MO 64106-2706 with an original hearing date of 9/18/2009 but then later had that hearing date changed to an earlier date of 8/18/2009.

In addition to the notice for eviction from my personal residence I also received a letter dated July 24th 2009 from Lianne Zellmer with Regus 2300 Main Street 9th Floor Kansas City, Mo 64108 http://www.medicalsupplychain.com/pdf/Business%20Lease%... and a registered letter on the 28th that my business lease with Regus was terminated immediately.

Also, on July 28, 2009 I received a call from Bill Terry at Missouri Federal Court in Kansas City 400 E. 9th Street Kansas City, MO 64106, who was following up on my July 22 2009 FOIA visit and ask what information I was requesting and what cases I would be referring to. I explained the chronology of event outlined herein and repeated the threat I had received from the FBI field office. He laughed as a response and said to forward my request in any format and that he would proceed accordingly.

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Daniel C. Estes, Attorney
Fisher, Patterson, Sayler & Smith Construction Defect Defense
www.fisherpatterson.com

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Mr. Holder, I Want Federal Protection And I Want It NOW!!!

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MSC2007 (103 posts)
Wed Jul-22-09 05:17 PM
Original message

Mr. Holder, I Want Federal Protection And I Want It NOW!!!

Mr. Holder, I Just Left The Clarence Kelly FBI Field Office In Kansas City, Mo To Discuss My FOIA Request Regarding My 8 Year Litigation and The Interference I Continue To Experience. When I Left At 3:00 pm Today, The Field Officer Gave Me Advice "Make Sure The Hill You Are Fighting For Is Worth Die-ing For" This Is A Bunch Of Shit Mr. Holder And I Want Protection Now!!!

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Exhibit 35.1

Subject: Where Is Our Law Enforcement? Where Are My Rights and Protection? What is going on with our State?
Date: Wednesday, July 22, 2009 8:47 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Please Governors, is this what our State has become? http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3652

Two US Attorneys have already died with many unanswered questions. http://www.emediawire.com/releases/2004/9/emw158950.htm

Recently a Missouri hospital filed its anti-trust case in PA. http://business.theage.com.au/business/us-hospital-sues-csl-for-price-fixing-20090717-doas.html

Samuel K. Lipari
Medical Supply Management, Inc.
2300 Main Street, Suite 900
Kansas City, Missouri 64108
Direct: 816.448.3704
Toll Free: 800.667.2163
Fax: 816.448.3101
Cell: 816.365.1306
Saml@MedicalSupplyLine.com
http://www.MedicalSupplyLine.com

This message is intended solely for the designated recipient, which may contain privileged or

Exhibit 36

proceed because I will soon be filing and ethics complaint. Best regards, S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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0916-CV22818 - CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

This information is provided as a service and is not considered an official court record.

Displaying **1** thru **6** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 2

07/24/2009	**Docket Entry:**	Pet Filed in Associate Ct
	Docket Entry:	Judge Assigned
	Docket Entry:	Motion to Post Summons
	Docket Entry:	Motion Special Process Server
07/27/2009	**Docket Entry:**	Order
	Text:	MOTION FOR ORDER TO POST SIGNED
	Docket Entry:	Order - Special Process Server

Displaying **1** thru **6** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 2

Exhibit 37

Regus Management Group, LLC
2300 Main Street, Suite 900
Kansas City, MO 64108

NOTICE OF TERMINATION OF AGREEMENT

July 24, 2009

Via Certified Mail Return Receipt and Regular First Class Mail

Medical Supply Line
Attn: Samuel Lipari
297 NE Bayview
Lee's Summit, MO 64064

Re: Services Agreement (the "Agreement") dated September 24, 2007 **by and between Regus Management Group, LLC and Medical Supply Line** for Virtual Office Services at **Crown Center, 2300 Main Street, Suite 900, Kansas City, MO.**

Dear Sam:

By letter dated June 8, 2009, we provided you with written notification describing your default and the period in which you had to cure such default. As of the date of this letter, you have failed to remedy this default.

Accordingly, the Agreement is terminated as of the date of this letter.

In addition, this matter will immediately be turned over to collection, and you will be responsible for the costs of collection, including attorneys' fees and court costs. We reserve the right to pursue all available legal and equitable remedies, including litigation against you and others responsible for payment of amounts owed under the Agreement.

Please contact me at 816-448-3100 if you have any questions.

Regards,

Lianne Zellmer
Operations Manager

Exhibit 37.1

SWANSON | MIDGLEY LLC
LISTEN • PLAN • ACHIEVE

PLAZA WEST BUILDING
4600 MADISON AVENUE, STE. 1100
KANSAS CITY, MISSOURI 64112
TELEPHONE 816.842.6100
FACSIMILE 816.842.0013

July 22, 2009

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

RE: Creditor: Chapel Ridge Multifamily, LLC
Amount of Debt: $1,184.96 (plus attorney's fees)(as of 7/22/2009)
Apartment Unit: 3520 NE Akin Boulevard, Apartment 918, Lee's Summit, Missouri

Dear Samuel Lipari:

I represent the referenced creditor in connection with the collection of the referenced claim against you and in obtaining possession of the referenced apartment unit. Unless, within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion thereof, I will assume the debt to be valid and proceed in accordance with that assumption.

If, within thirty (30) days of your receipt of this notice, you notify me in writing that the debt or any portion thereof is disputed, I will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment, and I will mail to you a copy of such verification or judgment.

If the original creditor is different from the creditor named above, then upon your written request within thirty (30) days of the receipt of this notice, I will provide you with the name and address of the original creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Christopher Barhorst

CB:bdb

MERITAS
LAW FIRMS WORLDWIDE

Exhibit 37.2
Exhibit 1

Exhibit 37.3
Exhibit 2

SWANSON | MIDGLEY LLC
PLAZA WEST BUILDING • 4600 MADISON AVENUE, STE. 1100 • KANSAS CITY, MO 64112



Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

64064+7910

WACHOVIA
DEALER SERVICES
PO BOX 25341 SANTA ANA, CA. 92799-5343

FIRST NOTICE OF CONSUMER'S RIGHT TO CURE

7/24/2009

SAMUEL K LIPARI
3520 NE AKIN BLVD #918
LEES SUMMIT MO 64064-7910

Account Number 5880071597

Brief Identification of Credit Transaction:

Description of Credit Transaction AUTO LOAN

$1559.18 is the **AMOUNT NOW DUE.**

8/13/2009 is the **LAST DAY FOR PAYMENT.**
(20 days from the date this letter is mailed)

You are late in making your payment(s). If you pay the **AMOUNT NOW DUE** (above) by the **LAST DATE FOR PAYMENT** (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

If you voluntarily surrender possession of the following specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

Description of Collateral 2004 AUDI A8-V8

Creditor to which payment is to be made:

Name WACHOVIA DEALER SERVICES
Address PO BOX 25341
SANTA ANA, CA 92799

Telephone 888/937-7776

Please contact Wachovia Dealer Services, Inc. at the address or telephone number listed above if you have any questions.

NOTICE: If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS MADE FOR INFORMATIONAL PURPOSES ONLY.

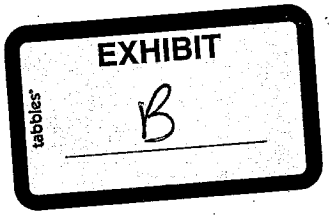


Exhibit 37.4

Subject: 0916-CV22818
Date: Tuesday, July 28, 2009 12:42 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: <bbummer@swansonmidgley.com>

I gave this attachment to CHAPEL RIDGE MULTIFAMILY LLC on the 1st of July. Please let me know how you would like to proceed. Thank you!

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 38

July 1, 2009

Samuel K. Lipari
3520 NE Akin Blvd. Suite 918
Lees Summit, Mo 64064
816-365-1306

To Whom It May Concern,

I am seeing to it that all debts and obligations I have incurred since June 1, 2005 are paid in full with interest.

While this process is lengthy in the ongoing civil litigation to seek redress for my grievances, it has come to my attention that the Kansas City, Missouri offices of two federal government agencies, the US Department of Justice and the Federal Bureau of investigation became responsible for these debts and obligations as part of their participation in unlawful warrantless wiretapping and obstruction of justice to prevent me from entering the market for hospital supplies.

This activity included forcing the dissolution of my father's company and interfering in the conduct of business of my now dissolved Missouri corporation Medical Supply Chain, Inc., and my online healthcare supply business Medical Supply Line for the purpose of preventing me from receiving income, property rights or investments that I relied on for work and income.

If you or your business are a creditor or contract beneficiary to me Samuel K. Lipari/Medical Supply Line or to my former corporation Medical Supply Chain, Inc., you may make a claim for any balance and interest lawfully owed you by filing the attached FTCA Form 95 under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in failing to adequately train its officials in the Kansas City offices not to interfere extra-judicially in civil litigation between private parties and in failing to adequately train its officials in the Kansas City offices that public corruption in state and federal courts is not immune from law enforcement and that this negligence resulted in injuries to Samuel K. Lipari where you or your corporation are a third party contract beneficiary.

The FTCA Form 95 should be sent to either Mr. Eric Holder at U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001 or Mr. Robert S. Mueller, III at FBI Headquarters in Washington, D.C. Federal Bureau of Investigation, J. Edgar Hoover Building, 935 Pennsylvania Avenue, NW Washington, D.C. 20535-0001.

Thank you for your attention to these matters.

Sincerely,



Samuel K. Lipari
816-365-1306

How to complete the attached form;

Individual:
Complete number 2, 12d, 13a, 13b, 14

Company:
Complete number 2, 12d, 13a, 13b, 14

Exhibit 38.1

"Urgent Message" Please forward to USAG Mr. Eric Holder Jr.:

The benefits of investing in employee health
Exclusive article by: FT FINANCIAL TIMES
In association with Philips PHILIPS

MSC2007 (103 posts)

Wed Jul-29-09 10:17 AM
Original message

"Urgent Message" Please forward to USAG Mr. Eric Holder Jr.:

July 29, 2009

USAG Mr. Eric H. Holder Jr.
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Work. Stressful, tiring...
...and good for your health
Exclusive article by: Economist Intelligence Unit
Commissioned by Philips
PHILIPS

Dear Mr. Holder,

I have noticed a dramatic change since I ask for Federal Protection last week regarding the threat against my life. Thank You!

http://www.democraticunderground.com/discuss/duboard.ph...

For 8 years I have suffered personal loss (my parents) and financial hardship fighting to enforce our laws and recover my property and the property of our US citizens. This suffering included loss of life, forcing the dissolution of my father's company and interfering in the conduct of business of my now dissolved Missouri Corporation Medical Supply Chain, Inc., and my online healthcare supply business Medical Supply Line for the purpose of preventing me from receiving income, property rights or investments that I relied on for work and income.
http://www.democraticunderground.com/discuss/duboard.ph...

Now that the DOJ/USA has recognized that in fact my claims and complaints for 8 years are factually true, there seems to be a renewed effort of retaliation through local city officials (Kansas City Circuit Court, Lee's Summit Police), merchants (Eviction from my business location and residence) and service companies (shutting off phones, utilities & Internet communications) even though I have provided notice under the precedent Limone v. U.S., 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in there conduct against me and responsible for these damages. The merchants were provided a letter with attached claim form 95 to recover my third party obligations and contracts owed to them.

I realize now that because these merchants and service companies have directly participated in the unlawful surveillance scheme and continued effort to deprive me of critical inputs/income that they would be in fact committing a crime to make a false claim against the government for conduct they them selves are part of and have participated in.

Mr. Holder will you look into this matter and help me come up with a way to maintain my residence, business location, phone service, internet communications and cover expenses so that I can continue to recover my property illegally taken from me over these past 8 years. Again, I want to personally "Thank You" for your help and attention to these matters.

SHARE/BOOKMARK ...

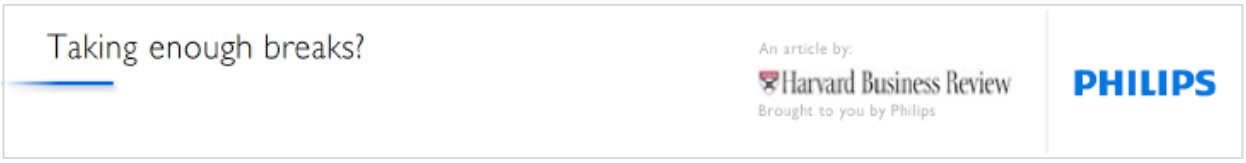
Exhibit 39

DEMOCRATIC UNDERGROUND.COM Latest Greatest Lobby Journals Search Options Help Login Google Site search Search

Follow up to previous post Mr. Holder, the coordinated attack~

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Home » Discuss » Topic Forums » Justice DONATE



MSC2007 (103 posts)

Wed Jul-29-09 03:44 PM
Original message

Follow up to previous post Mr. Holder, the coordinated attack~

July 29, 2009

Between July 1st 2009 and July 15th 2009 I provided notice to all my creditors and service providers



http://www.medicalsupplychain.com/pdf/Claim%20Form%20Sa...

Realizing now that these creditors and service providers may have directly participated in the unlawful surveillance scheme and continued effort to deprive me of critical inputs/income and that they would be in fact committing a crime to make a false claim against the government for conduct they them selves are part of and have participated in.

At 1:30 pm July 22, 2009 I made a trip to Kansas Federal Court in Kansas City Kansas500 State Avenue Kansas City, KS 66101-2400 to ask for information about a FOIA request regarding information and communications between the courts, clerks and judges relating to ongoing interference with my 8 years of litigation. I met with the clerk on the second floor and was ask to wait while he checked into my request. Upon the clerks return 5 minutes later he ask that I leave my name and number because everyone was still out to lunch but that someone would get back to me. I left my name and number and then proceeded to the Missouri Federal Court 400 E. 9th Street Kansas City, MO 64106 where I made the same request and where I also left my name and number and again someone would get back to me. In addition to making my request to the Missouri Federal Court I went to the 5th floor US Attorney's office and made a similar request but was given the name of Ms. Stafford to call at a later date.

I then at about 2:15 pm proceeded to the FBI field office in Kansas City Missouri 1300 Summit Kansas City, Missouri 64105and made a similar request and met a field officer who ask questions regarding my request and then finished up offering a word of advice. "Make Sure The Hill You Are Fighting For Is Worth Die-ing For". I then came home and posted that threat on DU.
http://www.democraticunderground.com/discuss/duboard.ph...

I received notice (mail), a letter http://www.medicalsupplychain.com/pdf/Evection%20Notice... dated July 22, 2009 from Christopher Barhorst with Swanson/Midgley LLC 4600 Madison Avenue, Ste. 1100 Kansas City, Missouri 64112 giving me 30 days to respond to a claim from my leaseor CHAPEL RIDGE MULTIFAMILY LLC indicating I was less than a month (30 days) late on my rent.

Exhibit 39.1

Two days later Friday July 24, 2009 and still less than 30 days late on rent Christopher Barhorst with Swanson/Midgley filed suite http://www.medicalsupplychain.com/pdf/Evection%20Notice... in Kansas City Missouri Circuit Court 415 E 12th St Kansas City, MO 64106-2706 with an original hearing date of 9/18/2009 but then later had that hearing date changed to an earlier date of 8/18/2009.

In addition to the notice for eviction from my personal residence I also received a letter dated July 24th 2009 from Lianne Zellmer with Regus 2300 Main Street 9th Floor Kansas City, Mo 64108 http://www.medicalsupplychain.com/pdf/Business%20Lease%... and a registered letter on the 28th that my business lease with Regus was terminated immediately.

Also, on July 28, 2009 I received a call from Bill Terry at Missouri Federal Court in Kansas City 400 E. 9th Street Kansas City, MO 64106, who was following up on my July 22 2009 FOIA visit and ask what information I was requesting and what cases I would be referring to. I explained the chronology of event outlined herein and repeated the threat I had received from the FBI field office. He laughed as a response and said to forward my request in any format and that he would proceed accordingly.

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Daniel C. Estes, Attorney
Fisher, Patterson, Sayler & Smith Construction Defect Defense
www.fisherpatterson.com

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Subject: 0916-CV22818
Date: Thursday, July 30, 2009 8:54 AM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: <bbummer@swansonmidgley.com>

Please forward to Christopher Barhorst. I updated the documents to include your Post Mark. You filed suite 3-days before you mailed me notice and 5-days after the letter was dated. Looks like the letter may have been pre-dated to accommodate notice before committing fraud on the court for an accelerated court date. Last I knew committing fraud through mail will land you in jail. What I and Mr. Holder are wanting to know is who put you up to it? Let me know how you would like to proceed because I will soon be filing and ethics complaint. Best regards, S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit 40

SWANSON | MIDGLEY LLC
LISTEN • PLAN • ACHIEVE

PLAZA WEST BUILDING
4600 MADISON AVENUE, STE. 1100
KANSAS CITY, MISSOURI 64112
TELEPHONE 816.842.6100
FACSIMILE 816.842.0013

July 22, 2009

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

RE: Creditor: Chapel Ridge Multifamily, LLC
Amount of Debt: $1,184.96 (plus attorney's fees)(as of 7/22/2009)
Apartment Unit: 3520 NE Akin Boulevard, Apartment 918, Lee's Summit, Missouri

Dear Samuel Lipari:

I represent the referenced creditor in connection with the collection of the referenced claim against you and in obtaining possession of the referenced apartment unit. Unless, within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion thereof, I will assume the debt to be valid and proceed in accordance with that assumption.

If, within thirty (30) days of your receipt of this notice, you notify me in writing that the debt or any portion thereof is disputed, I will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment, and I will mail to you a copy of such verification or judgment.

If the original creditor is different from the creditor named above, then upon your written request within thirty (30) days of the receipt of this notice, I will provide you with the name and address of the original creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Christopher Barhorst

CB:bdb

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LAW FIRMS WORLDWIDE

Exhibit 40.1

Exhibit 40.2

SWANSON | MIDGLEY LLC
PLAZA WEST BUILDING • 4600 MADISON AVENUE, STE. 1100 • KANSAS CITY, MO 64112



Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

64064+7910

Subject: FW: 0916-CV22818
Date: Thursday, July 30, 2009 11:34 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear Governors:

I do not enjoy burning your colleagues. Please see the attached evidence on the 24th following my threat from the FBI on Wednesday the 22nd, these goons are now targeting me with evictions and my little sister with no phone service for an entire "week" while her husband and son are off to boy scout camp. Her neighbors saw the van and her alarm went off Tuesday but could not call the alarm company because the phones don't work. How convenient! I will have a better chronology with photos as evidence later. Why is happening?

------ Forwarded Message
From: "Samuel K. Lipari MSL" <Saml@MedicalSupplyLine.com>
Date: Thu, 30 Jul 2009 08:54:57 -0500
To: <bbummer@swansonmidgley.com>
Conversation: 0916-CV22818
Subject: 0916-CV22818

Please forward to Christopher Barhorst. I updated the documents to include your Post Mark. You filed suite 3-days before you mailed me notice and 5-days after the letter was dated. Looks like the letter may have been pre-dated to accommodate notice before committing fraud on the court for an accelerated court date. Last I knew committing fraud through mail will land you in jail. What I and Mr. Holder are wanting to know is who put you up to it? Let me know how you would like to

Exhibit 41

proceed because I will soon be filing and ethics complaint. Best regards, S~

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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------ End of Forwarded Message

From The Desk of Samuel K. Lipari

August 3rd, 2009

Re: CV22818 Circuit Court Jackson County Missouri (Kansas City)

Reference: Missouri 16th Circuit Court Independence Lipari v. Novation 0816-04217
Missouri Western District Federal Court Lipari v. GE 07-0849

Swanson/Midgley LLC
Christopher Barhorst Bar#38944
4600 Madison Suites 1100
Kansas City, MO 64112

Dear Mr. Christopher Barhorst:

I received service on August 1st 2009 so I will be voluntarily forfeiting my rights to contest the eviction of my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 because of your repeated frauds on the Jackson County court listed and documented as attachment Exhibits. Vacating my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 so that I can seek damages under Missouri Law.

The attached documents demonstrate incontrovertibly your filings are fraudulent, that you and your firm have failed to exercise even a modicum of the diligence required having both inconsistencies in the amounts claimed and misrepresentations of dates you have attested notice was given to me by your firm that reveal on their face were back dated. Furthermore, the action to which I was never noticed was accelerated through further fraud on the court:

A) Christopher Barhorst Mo. lic# 38944 back dated the golden rule letter of July 22, 2009 (exb.1) that was postmarked July 27, 2009 and not received by defendant until July 28, 2009 (exb.2).
B) Christopher Barhorst Mo. lic# 38944 demanded defendant had 30-days to respond (exb.1) but instead took immediate action to harm and target defendant on July 24, 2009 (exb.3, exb.6, exb.7, exb.8) 3-days before noticed was mailed to defendant July 27, 2009 (exb.2).
C) Christopher Barhorst Mo. lic# 38944 altered the amount of claim on the notice July 22, 2009 from $1,183.96 (exb.1) to $1,054.96 on July 24, 2009 (exb.8 #4) showing the action was filed before demand or notice was given to defendant.
D) Christopher Barhorst Mo. lic# 38944 filed a motion to post on July 22, 2009 (exb.6) Motion For Order To Post but waited for the OK to actually file the action on Friday July 24, 2009 at 4:53 pm (exb.6).
E) Christopher Barhorst Mo. lic# 38944 caused the hearing date to be accelerated through ex parte communications with the court after the action was filed Friday afternoon July 24, 2009 at 4:53 pm. The Docket hearing was accelerated 30 days from 9/18/09 to 8/19/09 on July 27, 2009 (exb.3) with no notice or motion from the clerk or your firm was filed or provided to the defendant (exb.3)

Your firm and client provided me no notice prior to filing your action and I was not yet 30 days late on my rent.

Obviously from your misrepresentations to Jackson County Court and your unusually egregious violations of Missouri State Law you, your office and client have the intent to injure my credit record in furtherance of Lee's Summit's police's joint task force participation in the Novation LLC

cartel (St. Luke's Hospital System) and in retaliation for my seeking forms to assist my obtaining records under FOIA from the Kansas City, Missouri FBI Field Office on July 22nd 2009.

You and your client clearly had enough information of the other cartel members' scheme including that of individual Lee's Summit police officers to be liable as a latecomer for the actions of the cartel once you chose as the agent of your client to violate Missouri landlord tenant laws and commit frauds on Jackson County court in furtherance of the Novation LLC (St. Luke's Hospital System) scheme.

To see the cartel continuing their obstruction of justice for eight years (currently in Federal and State court for the same conduct) against me and my business now through you and the other coordinated and temporally related misconduct that also occurred after my visit to the FBI, shows that attempting to assert my rights in the Jackson County Court eviction case you have initiated and have facially committed frauds in would be futile.

Please recognize your professional responsibility to advise your client to protect all record of communication with all parties (Federal, State and City agencies) including cellular phone billing logs and email pertaining to your conduct:

1) Payment History for Samuel K. Lipari
2) Tenants that had suite field against them on July 24th 2009
3) Tenants sued that were 22 days delinquent in the past 8 months
4) Occupancy/vacancy ratio for the past 8 months
5) Any Compensation from Federal, State or City agencies in the past 8 months
6) Plot layout of tenants employed by Federal, State or City law enforcement
7) Who instructed you or your Firm to file suite on July 24th 2009
8) Names and times documents were authored, reviewed mailed or filed
9) Name of Clerk or Court officials who assisted with court filing

I caution you not to destroy records or discuss with others ways of further obstructing justice or further interfering with my business, witnesses to my investigation or existing Federal and State litigations.

Sincerely



S/Samuel K. Lipari
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306

Cc:
Mr. Eric Holder Jr.
U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001
Mr. Robert Muller
Federal Bureau of Investigation, J. Edgar Hoover, 935 Pennsylvania Avenue, NW Washington, DC 20535-0001
FBI Field Office
1300 Summit St Kansas City, MO 64105-1363
The Honorable Judge Charles L. Stitt
415 East 12th Street Kansas City, MO 64106
Teresa Williams - City Attorney

220 SE Green St Lees Summit, MO 64063-2706
Stephen Arbo - City Manager
220 SE Green St Lees Summit, MO 64063-2706
Scott Sperry
751 NE Anderson LN Lee's Summit, MO 64064
Grant A. Ramsey
9223 Ward Parkway Suite 125 Kansas City, MO 64114
Chapel Ridge Multifamily LLC
3460 NE Lee's Summit, MO 64064

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PLAZA WEST BUILDING
4600 MADISON AVENUE, STE. 1100
KANSAS CITY, MISSOURI 64112
TELEPHONE 816.842.6100
FACSIMILE 816.842.0013

July 22, 2009

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

RE: Creditor: Chapel Ridge Multifamily, LLC
Amount of Debt: $1,184.96 (plus attorney's fees)(as of 7/22/2009)
Apartment Unit: 3520 NE Akin Boulevard, Apartment 918, Lee's Summit, Missouri

Dear Samuel Lipari:

I represent the referenced creditor in connection with the collection of the referenced claim against you and in obtaining possession of the referenced apartment unit. Unless, within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion thereof, I will assume the debt to be valid and proceed in accordance with that assumption.

If, within thirty (30) days of your receipt of this notice, you notify me in writing that the debt or any portion thereof is disputed, I will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of the judgment, and I will mail to you a copy of such verification or judgment.

If the original creditor is different from the creditor named above, then upon your written request within thirty (30) days of the receipt of this notice, I will provide you with the name and address of the original creditor. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Christopher Barhorst

CB:bdb

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Exhibit 2

SWANSON | MIDGLEY LLC
PLAZA WEST BUILDING • 4600 MADISON AVENUE, STE. 1100 • KANSAS CITY, MO 64112



Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064

64064+7910

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0916-CV22818 - CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

This information is provided as a service and is not considered an official court record.

Displaying **1** thru **6** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 2

07/24/2009	**Docket Entry:**	Pet Filed in Associate Ct
	Docket Entry:	Judge Assigned
	Docket Entry:	Motion to Post Summons
	Docket Entry:	Motion Special Process Server
07/27/2009	**Docket Entry:**	Order
	Text:	MOTION FOR ORDER TO POST SIGNED
	Docket Entry:	Order - Special Process Server

Displaying **1** thru **6** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 2

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0916-CV22818 - CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

This information is provided as a service and is not considered an official court record.

Displaying **7** thru **11** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 **2**

07/27/2009 **Docket Entry:** Hearing Scheduled
Associated Docket Entries: 07/27/2009 - Hearing/Trial Cancelled
Associated Events: 09/18/2009 , 13:30:00 - Hearing

Docket Entry: Summons Issued-Landlord/Tenant
Text: Document ID: 09-SMLT-6459, for LIPARI, SAMUEL;

Docket Entry: Certificate of Mailing
Text: Document ID: 09-CMDN-7142, for LIPARI, SAMUEL;

Docket Entry: Hearing/Trial Cancelled
Associated Docket Entries: 07/27/2009 - Hearing Scheduled
Associated Events: 09/18/2009 , 13:30:00 - Hearing

Docket Entry: Hearing Scheduled
Associated Events: 08/19/2009 , 13:30:00 - Hearing

Displaying **7** thru **11** of **11** records for **all** dockets returned for case **0916-CV22818**.

1 **2**

File Number: 200704641315
LC0796589
Date Filed: 02/15/2007
Robin Carnahan
Secretary of State

State of Missouri

Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Articles of Organization

(Submit with filing fee of $105)

1. The name of the limited liability company is:

Chapel Ridge Multifamily, LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized: The general purpose for which the limited liablity company is organized is to provide rental housing to residents of Jackson County, Missouri and transact any lawful business for which a limited liablity company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMO, and shall have all powers granted to a limited liability company under the laws of the State of Missouri.

3. The name and address of the limited liability company's registered agent in Missouri is:

Scot Sperry, 751 NE Anderson LN, Lee's Summit, Missouri 64064

Name *Street Address: May not use P.O. Box unless street address also provided* *City/State/Zip*

4. The management of the limited liability company is vested in: ☑ managers ☐ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: **Perpetual**

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(P.O. Box may only be used in addition to a physical street address)*: (Organizer(s) are not required to be member(s), manager(s) or owner(s)

Grant A. Ramsey,Esq. 9233 Ward Parkway, Suite 125, Kansas City, Missouri 64114

7. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Grant A. Ramsey	Grant A. Ramsey	2/15/07
Organizer Signature	*Printed Name*	*Date*
Organizer Signature	*Printed Name*	*Date*
Organizer Signature	*Printed Name*	*Date*

Name and address to return filed document:

Name: Grant A. Ramsey
Address: 9233 Ward Parkway, Suite 125
City, State, and Zip Code: Kansas City, Missouri 64114

State of Missouri
Creation - LLC/LP 1 Page(s)
T0704656625

Exhibit 4

IN THE 16TH JUDI(URT, JACKSON COUNTY, MISSOURI

Judge or Division: CHARLES L STITT	**CV22818**
Plaintiff/Petitioner: CHAPEL RIDGE MULTIFAMILY LLC vs.	..ner's Attorney/Address ..RISTOPHER BARHORST 4600 MADISON STE 1100 KANSAS CITY, MO 64112
Defendant/Respondent: SAMUEL LIPARI	Address of Property in Question:
Nature of Suit: AC Rent and Possession	Date, Time and Location of Court Appearance: **19-AUG-2009, 01:30 PM** **DIVISION 62** **415 E 12th** **KANSAS CITY, MO 64106**

(Date File Stamp)

Summons (Landlord - Tenant Actions)

SERVE OR POST

PRIVATE PROCESS SERVER

The State of Missouri to: **SAMUEL LIPARI**
Alias:
3520 NE AKIN BLVD APT 918
LEES SUMMIT, MO 64063

COURT SEAL OF CIRCUIT COURT OF MISSOURI *JACKSON COUNTY*

You are summoned to appear before this court on the date, time and location stated above, to answer the complaint of the Plaintiff/Petitioner, a copy of which is attached to this summons, and show cause why possession of the property should not be restored to the Plaintiff/Petitioner.

If you fail to appear and answer at the time and place stated in this summons, judgment by default will be taken against you.

If you have a disability requiring special assistance for your court appearance, please contact the court at least 48 hours in advance of the scheduled hearing.

July 27, 2009
Date

Clerk SW

Further Information:

Sheriff's or Server's Return

Note to serving officer: Service must be at least four days before the court date on the summons.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the complaint to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the complaint at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).

☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

☐ Defendant/Respondent cannot be found.

☐ Defendant/Respondent has absconded or vacated his or her usual place of abode in this state.

_____ Printed Name of Officer or Server

_____ Signature of Officer or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

_____ Notary Public

Sheriff's Fees

Summons	$_____
Non Est	$_____
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$_____ (_____ miles @ $._____ per mile)
Total	**$**_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Exhibit 5

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION
AT KANSAS CITY

FILED-CIRCUIT COURT
JACKSON CO MO-KC
2009 JUL 24 PM 1:52

Chapel Ridge Multifamily, LLC,

Plaintiff,

v.

0916-CV22818

Case No.

62

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064,
Defendant.

MOTION FOR ORDER TO POST

Pursuant to Section 535.030 RSMo., Plaintiff requests that the Court enter an order directing that process be served in the within case by posting a copy of the complaint and a copy of the **summons** issued or to be issued herein, in accordance with law.

Dated: July 22, 2009

SWANSON MIDGLEY, LLC
Christopher Barhorst Mo. Bar #38944
4600 Madison Avenue, Suite 1100
Kansas City, Missouri 64112
(816) 842-6100, (816) 842-0013 Facsimile
cbarhorst@swansonmidgley.com
ATTORNEYS FOR PLAINTIFF

ORDER FOR POSTING

Upon Plaintiff's Motion, it is ordered that process be served in the within case by affixing a copy of the complaint and a copy of said summons in a conspicuous place on the dwelling of the premises in question for at least ten (10) days before the return date, informing the Defendant(s) of the proceeding against him. It is further ordered that a copy of the complaint and said summons be mailed to Defendant(s) at his last known address by ordinary and also by certified mail, return receipt requested, deliver to addressee only, at least ten (10) days before the return date.

JUL 27 2009
Date

Associate Circuit Judge

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION
AT KANSAS CITY

Chapel Ridge Multifamily, LLC,
Plaintiff,

0916-CV22818

vs.

62

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064,
Defendant.

FILED-CIRCUIT COURT
JACKSON CO MO-KC
2009 JUL 24 PM 4:53

MOTION TO APPOINT PRIVATE PROCESS SERVER FOR SERVICE OF PROCESS

COMES NOW Plaintiff, by its attorney and pursuant to Missouri Supreme Court Rule 54.13, moves the Court to appoint C & E Investigations,Jill M Castagno PPS09-0146; John B Castagno PPS09-0147; Nick Castagno PPS09-0148; Jeffrey D Gerdes PPS09-0109; Thomas E Ilgenfritz PPS09-0163; Mark S Liggatt PPS09-0114; James R Morley PPS09-0122; Joseph Powers PPS09-0126; Abby Powers PPS09-0125; C. Remington Steele PPS09-0076; Jerald H Prater PPS09-0619, Douglas Minnick PPS09-0488 as elisor herein to make service of process on Defendant for the reason that an elisor is needed with the knowledge of the habits of Defendant in order to make service of process.

C & E Investigations is not relatives or employee of Plaintiffs.

SWANSON MIDGLEY, LLC

Christopher Barhorst Mo. Bar #38944
4600 Madison Avenue, Suite 1100
Kansas City, Missouri 64112
(816) 842-6100, (816) 842-0013 Facsimile
cbarhorst@swansonmidgley.com
ATTORNEYS FOR PLAINTIFFS

ORDER FOR SPECIAL APPOINTMENT FOR SERVICE OF PROCESS

The court being fully advised, for good cause shown, the motion of Plaintiff is sustained pursuant to Missouri Supreme Court Rule 54.13, C & E Investigations,Jill M Castagno PPS09-0146; John B Castagno PPS09-0147; Nick Castagno PPS09-0148; Jeffrey D Gerdes PPS09-0109; Thomas E Ilgenfritz PPS09-0163; Mark S Liggatt PPS09-0114; James R Morley PPS09-0122; Joseph Powers PPS09-0126; Abby Powers PPS09-0125; C. Remington Steele PPS09-0076; Jerald H Prater PPS09-0619, Douglas Minnick PPS09-0488 is hereby specifically appointed to serve process on the Defendant herein.

JUL 27 2009
Date

Judge

Exhibit 7

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION
AT KANSAS CITY

Chapel Ridge Multifamily, LLC
3460 N.E. Akin Boulevard
Lee's Summit, MO 64064,

Plaintiff,

v.

0916-CV22818

Case No. 62

Samuel Lipari
3520 NE Akin Boulevard, Apartment 918
Lee's Summit, Missouri 64064,

Defendant.

FILED-CIRCUIT COURT
JACKSON CO MO-KC
2009 JUL 21 PM 4:52

PETITION FOR RENT AND POSSESSION (6106)

COMES NOW the Plaintiff and for its cause of action states and alleges the following:

1. Plaintiff is a Missouri limited liability company with its principal place of business at the address listed above and Plaintiff is the owner of 3520 NE Akin Boulevard, Apartment 918, Lee's Summit, Jackson County, Missouri (the "Premises").

2. Defendant is an individual, resident of Jackson County, Missouri at the address listed above, and is not a minor.

3. Plaintiff and Defendant entered into a rental agreement which created a Landlord-Tenant relationship between Plaintiff and Defendant. Defendant agreed to pay rent on a monthly basis, in the amount of $1,000.00 per month, due and payable in advance on the first day of each month.

4. Defendant owes Plaintiff $1,054.96 in past due rent.

5. Said rent and late charges have been demanded from Defendant, Defendant has failed to pay, and Defendant continues to refuse payment.

6. The rental agreement provides for recovery of late fees, attorney's fees and other charges when Defendant defaults.

7. Defendant owes Plaintiff late charges, pursuant to the rental agreement, in the amount of $130.00.

8. Defendant owes Plaintiff attorney's fees pursuant to the rental agreement in the amount of $300.00.

WHEREFORE, Plaintiff prays judgment against the Defendant for possession of the Premises, for rent now due and which becomes due during this lawsuit, late fees, attorney's fees, and costs of this action.

SWANSON MIDGLEY, LLC

Christopher Barhorst Mo. Bar #38944
4600 Madison Avenue, Suite 1100
Kansas City, Missouri 64112
(816) 842-6100, (816) 842-0013 Facsimile
cbarhorst@swansonmidgley.com
ATTORNEYS FOR PLAINTIFF

Based solely upon information provided to me by my client, I hereby certify that the foregoing allegations are true and correct to the best of my knowledge.

Christopher Barhorst

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to before me.

Notary Public

My Commission Expires:

BRITTANY BUMMER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
Commission #08617547
My Commission Expires 8/11/2012

FILED
DIVISION
AUG 19 2009
CIRCUIT COURT OF JACKSON COUNTY, MO
By
JUDICIAL ADMINISTRATIVE ASSISTANT

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION - AT KANSAS CITY

Chapel Ridge Multifamily, LLC

Plaintiff,

vs. Case No. 0916-CV22818

Samuel Lipari,

Defendant.

JUDGMENT

NOW ON August 19, 2009, the case is called and comes on for hearing on Plaintiff's Petition. Plaintiff appears by and through counsel.

✓ Defendant appears in person.
___ Defendant appears by counsel.
✓ Although duly summoned and called, Defendant appears not and is in default.
___ Defendant consents to judgment in open court.

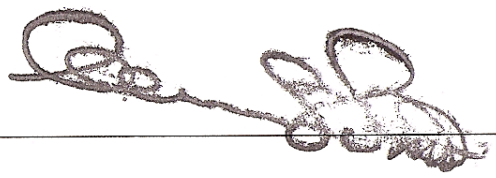
Whereupon, the matter comes on for hearing, and the Court, being advised in the premises, finds the issues in favor of the Plaintiff and against the Defendant. It is therefore Ordered, Adjudged and Decreed:

1. That possession of the apartment at 3520 NE Akin Boulevard, Apartment 918, Lee's Summit, Jackson County, Missouri is hereby Awarded to Plaintiff.

2. That Judgment is entered against Defendant and for Plaintiff in the following amounts:

Rent: $1,375.99;
Late Fees and other charges: $255.00;
Attorney's Fees: $300.00; and
Statutory post judgment interest.

3. Costs are assessed against the Defendant.



Judge

Exhibit 42.1

FILED
DIVISION
AUG 19 2009
CIRCUIT COURT OF JACKSON COUNTY, MO
By
JUDICIAL ADMINISTRATIVE ASSISTANT

From The Desk of Samuel K. Lipari

August 3rd, 2009

Re: CV22818 Circuit Court Jackson County Missouri (Kansas City)

Reference: Missouri 16th Circuit Court Independence Lipari v. Novation 0816-04217
Missouri Western District Federal Court Lipari v. GE 07-0849

Swanson/Midgley LLC
Christopher Barhorst Bar#38944
4600 Madison Suites 1100
Kansas City, MO 64112

Dear Mr. Christopher Barhorst:

I received service on August 1st 2009 so I will be voluntarily forfeiting my rights to contest the eviction of my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 because of your repeated frauds on the Jackson County court listed and documented as attachment Exhibits. Vacating my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 so that I can seek damages under Missouri Law.

The attached documents demonstrate incontrovertibly your filings are fraudulent, that you and your firm have failed to exercise even a modicum of the diligence required having both inconsistencies in the amounts claimed and misrepresentations of dates you have attested notice was given to me by your firm that reveal on their face were back dated. Furthermore, the action to which I was never noticed was accelerated through further fraud on the court:

A) Christopher Barhorst Mo. lic# 38944 back dated the golden rule letter of July 22, 2009 (exb.1) that was postmarked July 27, 2009 and not received by defendant until July 28, 2009 (exb.2).
B) Christopher Barhorst Mo. lic# 38944 demanded defendant had 30-days to respond (exb.1) but instead took immediate action to harm and target defendant on July 24, 2009 (exb.3, exb.6, exb.7, exb.8) 3-days before noticed was mailed to defendant July 27, 2009 (exb.2).
C) Christopher Barhorst Mo. lic# 38944 altered the amount of claim on the notice July 22, 2009 from $1,183.96 (exb.1) to $1,054.96 on July 24, 2009 (exb.8 #4) showing the action was filed before demand or notice was given to defendant.
D) Christopher Barhorst Mo. lic# 38944 filed a motion to post on July 22, 2009 (exb.6) Motion For Order To Post but waited for the OK to actually file the action on Friday July 24, 2009 at 4:53 pm (exb.6).
E) Christopher Barhorst Mo. lic# 38944 caused the hearing date to be accelerated through ex parte communications with the court after the action was filed Friday afternoon July 24, 2009 at 4:53 pm. The Docket hearing was accelerated 30 days from 9/18/09 to 8/19/09 on July 27, 2009 (exb.3) with no notice or motion from the clerk or your firm was filed or provided to the defendant (exb.3)

Your firm and client provided me no notice prior to filing your action and I was not yet 30 days late on my rent.

Obviously from your misrepresentations to Jackson County Court and your unusually egregious violations of Missouri State Law you, your office and client have the intent to injure my credit record in furtherance of Lee's Summit's police's joint task force participation in the Novation LLC

Subject: 0916-CV22818
Date: Monday, August 3, 2009 12:00 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: Sean Tassi <sean.tassi@huschblackwell.com>, Michael Thompson <michael.thompson@huschblackwell.com>, John Power <john.power@huschblackwell.com>, Peter Daniel <pdaniel@lathropgage.com>, Jay Heidrick <jheidrick@polsinelli.com>, Mark Olthoff <molthoff@polsinelli.com>, William Quirk <bquirk@polsinelli.com>, Veronica Lewis <vlewis@velaw.com>, Kathleen Spangler <kspangler@velaw.com>

Mr. Holder, US Bank, GE, Novation, Defending Firms and Board of Missouri Governors:

I do not appreciate the latest stunt after I provided undisputable evidence of obstructing justice in my 8 year litigation. http://www.medicalsupplychain.com/pdf/Mr.%20Attorney%20General%20Eric%20H.%20Holder%20Jr.%201-14-2009.pdf My defendants US Bank, GE, Novation, Lathrop & Gage, Polsinelli Shughart, Hush Blackwell Sanders, St. Luke's Hospital System, City of Lee's Summit, FBI Field Office and the DOJ office continue to participate in a failed scheme left over from USA Bradley Schlozman and John Wood to destroy me and my company Medical Supply Chain. http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3652

For 8 years the task force and defendants have targeted my family (shutting my little sisters phones off last week while her husband and son were away at scout camp), friends (two years Susan Gauch and Melissa Streeter providing feed back for potential associates or targets), business (blocking IP for sales and capital) and now fraudulently evicting me with an action to destroy my credit. http://www.medicalsupplychain.com/pdf/Novation%20DOJ%20FBI%20Retaliation.pdf

Exhibit 43

That is what credit that has not already destroyed by Bank of The West, Sprint, At&T and Comcast's participation with the task force.

"Lawyer Up"

Samuel K Lipari
Medical Supply Chain
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com/news.htm

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Subject: USAG Mr. Eric Holder Jr.; "When will you support President Obama's healthcare reform?"
Date: Wednesday, August 12, 2009 10:14 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear Board of Governors, where is my funding and support for lowering costs and reforming healthcare? You have allowed every Federal and Sate agency in Missouri to destroy me and my "Missouri" companies yet you allow your colleagues a free pass with multi-million dollar contracts to continue the crimes. How do you people live with yourself and sleep at night? Is everything for sale to the highest bidder?

The firm Polsinelli Shughart PC has been rewarded for (obstruction of justice, racketeering and antitrust) blocking healthcare reform.
http://kansascity.bizjournals.com/kansascity/stories/2009/08/10/story1.html

"The $2 Billion Dollar HHS Connection"
http://www.medicalsupplychain.com/pdf/Lipari%20v%20GE%20et%20al%20Federal.pdf

iv. The Conspiracy Spoke of Kansas State Officials
174. Kansas state officials overlooked the misconduct of the Kansas Attorney Discipline Office officials and their agents including Stanton Hazlett, Gene E. Schroer, John J. Ambrosio, Isaac L. Diel, Rex A. Sharp and Gayle B. Larkin and the misconduct of Kansas Highway Patrol officers in targeting the petitioner's trucks for the purpose of depriving the petitioner of the means to seek redress because of the belief that Kansas would benefit from $2 Billion dollars a year in health science research grants the Novation LLC hospital St. Luke's at 4401 Wornall in Kansas City, Missouri would start receiving in a cancer research program headed currently by Thomas Jeffery

Exhibit 44

Wieman, M.D. that would include the University of Kansas Medical School which the Novation LLC hospital St. Luke's needed to give the appearance it could qualify as a major research center.

175. The defendants through Karl Rove at the hub of the conspiracy who made repeated visits to Kansas City, Missouri were assured that the Kansas state spoke and the hospital supply cartel spokes of the conspiracy benefit from Elias A. Zerhouni, M.D, director of The National Institutes of Health (NIH), a part of the U.S. Department of Health and Human Services would be able to cause John E. Niederhuber, M.D., the Director of the National Cancer Institute (NCI) to compromise its cancer research center standards and make the combination of the Novation LLC hospital St. Luke's and the University of Kansas Medical School a National Cancer Institute (NCI)- designated comprehensive Cancer Center when the new institution still does not have the research faculty, protocols or instructional curriculum to qualify and that the newly created institution would reasonably take as long as a decade to legitimately qualify.

176. The Kansas officials ignoring the discipline office's misconduct knew though the value of the conspiracy hub's offering. Federal funds to the nation's largest medical research and education facilities had been significantly cut by the current administration. More established and qualified institutions like the University of Missouri at Kansas City Medical School are having difficulty meeting their budgets for legitimate life saving ongoing research. The Kansas officials believe they will benefit from the conspiracy Hub's ability to steer funds away from legitimately established research programs that could be used to build an actual qualifying research program that would meet what they were representing as already in existence.

Just weeks ago Doug Kramer of Polsinelli Shughart PC was selected to join the DOJ antitrust division. Doug Kramer came to Polsinelli three years ago from Washington firm Covington & Burling LLP, the same firm at which U.S. Attorney General Eric Holder had practiced law.
http://www.bizjournals.com/kansascity/stories/2009/07/06/daily8.html

Our DOJ hires from the very firm that is in Federal and State court as defendants, and continues to obstruct justice, support racketeering and lead the effort to thwart antitrust enforcement, all while continuing to protect public corruption. http://www.medicalsupplychain.com/pdf/Novation%20DOJ%20FBI%20Retaliation.pdf

The entitlement programs of Medicare and Medicaid have been robbed for many years while AG John Ashcroft, AG Alberto Gonzales, AG Michael Mukasey and now AG Eric Holder Jr. look the other way.

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=389x758013

Why do we need law enforcement in our healthcare system?; Billions are stolen every year Mr. Holder so why is there no law enforcement for President Obama's healthcare reform?
http://www.medicalsupplychain.com/pdf%5CExb%203%20MSCI%20v%20Novation%20pg%2011-15.pdf

Samuel K. Lipari
Medical Supply Chain
803 Lake Drive
Independence, Missouri 64053
Phone: 816.365.1306

Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Subject: Please!
Date: Friday, August 14, 2009 4:42 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Will this nonsense ever end?

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=162x8896

Dear Attorney General Mr. Chris Koster and Ms. Jodi Lehman;

Your letter dated August 12, 2009 indicates you sent a consumer complaint No. CF-2009-16232 to me.
http://www.medicalsupplychain.com/pdf/Koster%20Office%20Letter.pdf

Will you please check your mail logs and emails because I have no record of receiving any complaint from your office regarding Mr. Michael Stapleton. If I recall correctly, I believe Mr. Stapleton is a merchant in Texas who sells PPM templates and contacted me regarding a mix up over a non-recognizable credit card billing dispute?

Since when is my Missouri Attorney General more concerned about enforcing a billing dispute from a merchant in Texas than he is about protecting the citizens of Missouri from the medical supply cartel Novation LLC and General Electric or the countless frauds committed by legal firms in Federal and State courts.

Exhibit 45

Mr. Koster, is your office acting as an extension to the ongoing RICO enterprise in Kansas City, http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3652 which I have been fighting for 8 years to access healthcare markets?

If you are, then you should resign immediately before any more Missourians die due to your lack of enforcing Missouri laws.

The single most obvious reason thousands of Missourians have lost their healthcare benefits is due to your refusal to help prosecute the following cases against the Novation LLC and General Electric cartels.

Samuel Lipari v. Novation 0816-04217 (mo state)
Samuel Lipari v. GE Company 07-0849 (mo federal KC)

If you were really interested in protecting consumers in Missouri you would start with healthcare and prosecute the RICO enterprises of Novation LLC and General Electric rather than attempting to shake down a law abiding citizen fighting for healthcare reform.

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=389x758013

By the way Mr. Koster, what exactly have you accomplished in your efforts to reform healthcare for Missourians?

ATTORNEY GENERAL OF MISSOURI
JEFFERSON CITY
65102

CHRIS KOSTER
ATTORNEY GENERAL

P.O.Box 899
(573) 751-3321

August 12, 2009

Medical Supply Management, Inc.
3520 NE Akin Blvd.
Ste 918
Lee's Summit, MO 64064

RE: Complaint No. CF-2009-16232 Mr. Michael Stapleton

Dear Sir/Madam:

This office sent you a consumer complaint filed by the above-referenced consumer. Our records indicate that you have not responded to this complaint as requested. Be advised that without your written response, our office will maintain this complaint in our permanent records with the facts of the transaction as reported by this consumer.

We will inform the complainant of the unresolved status and advise them of the other available methods of preserving their rights. This complaint will also be evaluated for possible legal action by our office.

Sincerely,

CHRIS KOSTER
Attorney General

Jodi Lehman

Jodi Lehman
Complaint Unit Investigator
Consumer Protection Division

Exhibit 45.1

Subject: My consumer based company interfered with by City, State and Federal agencies:
Date: Monday, August 17, 2009 12:22 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear Missouri Board of Governors:

The attached evidence updated June 2009 is my next company to be litigated for market interference by City, State and Federal agencies. States open records and Federal open records will show City, State and Federal agencies/officials worked diligently with and participated in the defendants continued scheme to keep me out of the market with extrinsic fraud, eliminating capital access and blocking Internet sales all in an effort to obstruct justice and prevent the prosecution of my state and federal claims. Until “Republicans and Democrats” cut out the corruption (cancer) and cover up in our City, State and Federal agencies nothing will change and our economy and markets will continue to fail. How about some real law based outcomes in our courts rather than relationship based pay-to-play schemes.

The following is the result of corruption, retaliation and negligence governing our state.

No Home
No Car
No Phone
No Bank
No Credit
No Business
No Income

Exhibit 46

As Governors you must enjoy inaccessible healthcare and products for your family, friends, colleagues and constituents. Our state has become a cesspool of pay-to-play corruption, retaliation and negligence; please fix it or step aside so someone else can! Best regards, S~

CONFIDENTIAL

Medical Supply Management, Inc.

Delivering Medical Supplies
Through Global Technology Solutions



Serving Consumer Driven Markets



Business Plan
June 1, 2009

2300 Main Street, Suite 900, Kansas City, Missouri 64108 • 816.448.3704

Exhibit 46.1

Subject: Senate committees helping me out!
Date: Monday, August 17, 2009 3:25 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Since our Missouri courts can't follow laws and felt it necessary to participate in the defendants illegal scheme to prevent discovery, several Senate committees last week decided to help me out and get my discovery themselves. Every day I am held out of the market is another "$450,000,000 X 3" claim under antitrust.

When will we see state prosecutions Governors? We also need a new AG, Koster isn't capable and it shows. Hell, Koster won't even join the Wyeth action and recover our Medicaid dollars. It seems Governor Nixon inherited quite a cesspool or maybe he is the problem?

http://www.medicalnewstoday.com/articles/160809.php

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3751

Exhibit 47

Subject: Governors of the RICO enterprise for The State of Missouri;
Date: Wednesday, August 19, 2009 10:23 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: Sean Tassi <sean.tassi@huschblackwell.com>, Michael Thompson <michael.thompson@huschblackwell.com>, John Power <john.power@huschblackwell.com>, Peter Daniel <pdaniel@lathropgage.com>, Jay Heidrick <jheidrick@polsinelli.com>, Mark Olthoff <molthoff@polsinelli.com>, William Quirk <bquirk@polsinelli.com>, Veronica Lewis <vlewis@velaw.com>, Kathleen Spangler <kspangler@velaw.com>

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3776

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=308x979

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=162x8898

http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=226x7324

Governors of the RICO enterprise for The State of Missouri;

As Governors it is beyond words how you continue to allow legal firms to commit fraud on our courts http://www.medicalsupplychain.com/pdf/Novation%20DOJ%20FBI%20Retaliation.pdf and obtain judgments http://www.medicalsupplychain.com/pdf/Judgement.pdf through fraud without any recourse or repercussions for their actions. I often wonder if I have been living a

Exhibit 48

bad dream for 8 years http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=389x758013 or if our justice system has truly eroded into the abyss of lies, fraud and deceit? Anyone who reads the record knows it is beyond misconduct.

After providing notice of the first frauds committed http://www.medicalsupplychain.com/pdf/Christopher%20Barhorst%20Notice.pdf to Mr. Eric Holder Jr., Mr. Robert Muller, The FBI Field Office in Kansas City who threatened my life http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3652
The Honorable Judge Charles L. Stitt Division 62, Teresa Williams - City Attorney for Lee's Summit, Stephen Arbo - City Manager for Lee's Summit, Scott Sperry Registered Agent for Chapel Ridge Multifamily, LLC, Owner of Chapel Ridge Multifamily LLC Grant A. Ramsey and The Missouri Board of Governors the conspiracy in our courts has reached new heights.

Who's idea was it to have Holly L. Fisher of the firm Swanson Midgley LLC to again commit fraud on the court through omission of the record after everyone had been notified of the first frauds committed by Mr. Christopher Barhorst of Swanson Midgley LLC. http://www.medicalsupplychain.com/pdf/Novation%20DOJ%20FBI%20Retaliation.pdf

We have a terrible disease in Kansas City that needs national attention before it spreads any further. This disease has destroyed any credibility our justice system may have had and continues to undermine the very basic elements of the legal profession. Our entire justice system in Kansas City is broke beyond repair and a total disgrace to those jurists and legal professionals who take their oath serious.

Why is it that for 8 years http://www.medicalsupplychain.com/pdf/McCaskill.pdf officers of the court are committing the most blatant frauds and getting away with it day in and day out? Kansas City courts need to be quarantined until someone can come up with a solution for what seems to be an incurable disease.

Subject: The cost to Missouri for not enforcing our laws
Date: Friday, August 21, 2009 8:07 AM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Please see attachment. Mr. Koster should stop hiding from the truth.

Exhibit 49

58. The claim that hospital group purchasing organizations save hospitals money or have ever saved money has been shown to be without a rational basis. See Defining and Measuring Product-Based Cost Savings in the Health Care Supply Chain by Lynn James Everard, (February, 2005): "An overwhelming 94 percent of respondents believe that their GPO saves them money," Everard reports. "Yet only 29% said they actually knew how much money their GPO had saved them – and 80 percent of those said they knew how much, because their GPO told them."

a. The Harm To Buyers In The Market

i. The Harm to Hospitals, Nursing Homes and Home Healthcare Services:

59. The combinations and or conspiracies of the defendants' Group Purchasing Enterprise produced adverse, anti-competitive effects by preventing the efficiency of competitive electronic commerce in the relevant United States hospital supply market resulting in excess charges from artificially inflated costs averaging 20% to 40% and in some goods excess charges of 50%, reducing the bottom line profit and loss statements of U.S. hospitals by an average of 5% and forcing over 2000 North American hospitals to operate at an unsustainable loss, endangering the nation's access to healthcare, increasing the cost of care and health insurance and forcing the closing and merging of treatment centers, resulting in needless suffering and death.

The Monopoly's artificial inflation of Hospital Supply Costs (Excluding Prescription Drugs):

60. The defendants in combinations and or conspiracies with hospital suppliers, distributors and manufacturers caused hospitals to be overcharged $30,000,000,000.00 (thirty billion dollars) in 2002.

61. The defendants in combinations and or conspiracies with hospital suppliers, distributors and manufacturers caused hospitals to be overcharged $32,200,000,000.00 (thirty two billion, two hundred million dollars) in 2003.

62. The defendants in combinations and or conspiracies with hospital suppliers, distributors and manufacturers caused hospitals to be overcharged $34,500,000,000.00 (thirty four billion, five hundred million dollars) in 2004.

The Monopoly's artificial inflation of Nursing Home and Home Health Costs (Excluding Prescription Drugs):

Subject: MSC2007 & ASP64064
Date: Friday, August 21, 2009 12:54 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: <admin@democraticunderground.com>

Hello, Skinner, EarlG and Elad. Krispos42 felt my post (MSC2007 & ASP64064) somehow violated your rules. I have read your very liberal rules and I believe I have contributed valuable information for the democratic progressive movements which I am also committed to. I have made factual posts and challenged my readers with regard to previous, current and future issues effecting our country, good or bad. If I have offended someone because of the truth then I don't know what to say except don't read my post. Please accept my apologies for the controversial subjects I reference in my posts but these are factual posts from factual events directed at parties who can affect the outcome of the issue, and in most cases I get + recommendations. I have seen many of your moderators including Skinner and EarlG respond to some of my posts.

If my subjects are to controversial then say so and I will tone it down. I am on your team which is why I bring so much "factual information" about the Bush administration and the destruction his policies have had on our democracy, constitution and law enforcement. If I have been to aggressive challenging my readers then please accept my apology. Your readers are the only one's who can help correct these policies. Regardless of you decision, I will accept it. Take care and best regards, S~

http://www.medicalsupplychain.com/news.htm

Exhibit 49.2

August 27, 2009

TROPPITO + MILLER, LLC
ATTORNEYS AT LAW

Samuel K. Lipari
3520 NE Akin Blvd. Apt. 918
Olathe, KS 66061

Wachovia Dealer Services, Inc. Motor Vehicle Loan
Account No.: 5880071597

Dear Mr. Lipari:

We represent Wachovia Dealer Services, Inc. f/k/a WFS Financial, Inc. ("Wachovia").

You are indebted to Wachovia on the above-referenced account. This debt is evidenced by a security interest in a 2004 Audi A8, VIN WAUML44E84N023747. You have failed to make your June 15, 2009 payment of $755.84 and all payments thereafter. As of August 26, 2009, the account is delinquent in the sum of $2,340.02. Interest continues to accrue on this account from and after August 26, 2009 at the rate of $15.08 per diem.

If you want to resolve this matter without a lawsuit, you must by September 7, 2009, either pay Wachovia the entire balance of $2,340.02 plus any accrued interest, or make other mutually agreeable arrangements for surrender of the collateral with Jorge Torres at Wachovia 913-905-6413.

Pursuant to Federal law, unless you notify us in writing within 30 days of receipt of this letter that this debt is disputed, in whole or in part, we will assume that the amount due is correct. If such notice is provided, verification of the debt or judgment will be obtained and mailed to you. Additionally, if the creditor named above is different than the creditor you originally dealt with, we will furnish the name and address of the original creditor if you request such information, in writing, within 30 days hereof.

Federal law does not require Wachovia to wait until the end of the thirty-day period before suing you to recover the collateral and to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires Wachovia to suspend its efforts (through litigation or otherwise) to collect the debt until the requested information is mailed to you.

- This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

TROPPITO + MILLER, L.L.C.

Nicholas L. Ackerman, of Counsel

cc: Jorge Torres, Wachovia Dealer Services, Inc.

Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No: 5880071597
Date: Thursday, September 3, 2009 7:41 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <nla@troppitomiller.com>

Hi Nick, please see attached pdf. I would be happy to work with you and your client the best that I can under the circumstances. Let me know, S~

Samuel K Lipari
Medical Supply Chain
803 Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

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Exhibit A

From The Desk of Samuel K. Lipari

September 3rd, 2009

Re: Wachovia Dealer Service, Inc. Motor Vehicle Loan
Account No: 5880071597

Reference: Missouri 16th Circuit Court Independence Lipari v. Novation 0816-04217
Missouri Western District Federal Court Lipari v. GE 07-0849
8th Circuit Court of Appeals 08-3115

Troppito + Miller, LLC
Nicholas L. Ackerman Bar#
508 Walnut Street
Kansas City, MO 64106

Dear Mr. Nicholas Ackerman:

I am in receipt of your letter dated August 27, 2009 (see Exhibit 1&2) regarding my loan with Wachovia Dealer Service, Inc.

On July 27, 2009 I faxed notice to Wachovia Dealer Service, Inc. Mike M. at 913-338-3402 (see Exhibit 3). In that fax I provided a full resolution for the loan account # 5880071597 including penalty and interest (see Exhibit 4).

"Under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in failing to adequately train its officials in the Kansas City offices not to interfere extra-judicially in civil litigation between private parties and in failing to adequately train its officials in the Kansas City offices that public corruption in state and federal courts is not immune from law enforcement http://latimesblogs.latimes.com/washington/2009/08/fbi-launches-probes-into-public-corruption-in-missouri-.html and that this negligence resulted in injuries to Samuel K. Lipari where you or your corporation are a third party contract beneficiary. (see Exhibit 5 #8)."

Between July 1st 2009 and July 30th 2009 I provided notice to all of my creditors and service providers
http://www.medicalsupplychain.com/pdf/Claim%20Form%20Samuel%20Lipari.pdf

I realize now that my creditors and service providers may have direct knowledge or participated in the continued scheme to damage my credit file and me through a continued combination of efforts and to deprive me of resolution and critical inputs.

My concern is that you and your client have refused a full resolution including penalty and interest in favor of damaging my credit file, and me, which is comparable to the actionable conduct taken by Mr. Christopher Barhorst with Swanson/Midgley (see Exhibit 6).

Please recognize your professional responsibility and advise your client to protect all records and communications with all parties pertaining to this matter. If I can be of further assistance in this matter please do not hesitate to contact me by email

Exhibit B

Saml@MedicalSupplyChain.com. You may find additional documentation regarding this mater at http://www.medicalsupplychain.com/news.htm

Please forward to Mr. Jorge Torres, Wachovia Dealer Service, Inc. 913-905-6413.

Sincerely,
Samuel K. Lipari
Medical Supply Chain
803 Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

Subject: Mr. John Gilles & Missouri Board of Governors:
Date: Monday, August 31, 2009 9:12 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: <stlouis@ic.fbi.gov>, <inspector.general@usdoj.gov>
Cc: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear Mr. John Gilles and Missouri Board of Governors, I am providing you with notice of evidentiary documents illustrating the continued public corruption, business interference and obstruction of justice in my Federal and State litigation. http://www.medicalsupplychain.com/news.htm

Federal Litigation
http://www.medicalsupplychain.com/Lipari%20v%20GE%200616-07421.htm
http://www.medicalsupplychain.com/Lipari%20v%20GE%2006-0573.htm
http://www.medicalsupplychain.com/Lipari%20v%20GE%2007-0849.htm
http://www.medicalsupplychain.com/Lipari%20v%20GE%20Appeal%2008-3115.htm

State Litigation
http://www.medicalsupplychain.com/Lipari%20v%20Novation%200816-04217.htm
http://www.medicalsupplychain.com/Lipari%20v%20Novation%20Appeal%20WD-70001.htm
http://www.medicalsupplychain.com/Lipari%20v%20Novation%20Appeal%20SC-89644.htm
http://www.medicalsupplychain.com/Lipari%20v%20Novation%20Appeal%20WD-70534.htm
http://www.medicalsupplychain.com/Lipari%20v%20Novation%20Appeal%20WD-70832.htm

Exhibit 50

The attached pdf are proof of the continued interference by Federal and State agencies. The attachment “Web Site Report For medicalsupplychain.com.pdf” is a “mirrored server” report for documents being reviewed on my web site http://www.medicalsupplychain.com

Old
I changed all of the file names last week and removed the parentheses surrounding the case numbers http://www.medicalsupplychain.com/lipari%20v%20novation%20appeal%20**(wd-70832)**.htm Attached Medical Supply Chain (News).pdf

New
After I made the changes last week the links now read without the parentheses surrounding the case numbers http://www.medicalsupplychain.com/Lipari%20v%20Novation%20Appeal%20**WD-70832**.htm Attached Medical Supply Chain News.pdf

I can only assume nothing has changed since I have given Federal and State agencies notice over and over and posted notices under the user names ASP64064 and MSC2007 on Democratic Underground before you had me kicked off to protect your colleagues and buddies!

Will someone explain to me what the hell is going on and why I am reading old “mirrored server reports”? This is more criminal conduct just like the threats on my life
http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3652
Intimidating my little sister with no phone service for a week even though I gave notice to the Board of Governors; and the continued interference with my residence and livelihood
http://www.democraticunderground.com/discuss/duboard.php?az=view_all&address=224x3776

WTF are you people doing and why are all of you continuing to enable this criminal conduct from your colleagues and buddies!! What a disgrace this is to our law enforcement and legal profession. This is nothing but a criminal enterprise protected by our government, your colleagues and buddies!!!

Web Site Report For medicalsupplychain.com

Request Report

The Request Report identifies the most popular web pages on the site and how often they were accessed.

This report shows results with at least 20 requests. This report is sorted by number of requests.

	File Name	Number of requests	Percentage of the bytes	Date and time of last access
1.	/msc_guest.css	24,104	0.03%	Aug. 30, 2009 23:05
2.	/images/background.gif	22,350	0.62%	Aug. 30, 2009 20:37
3.	/images/msclogo_w_wt_s.gif	22,065	0.14%	Aug. 30, 2009 20:37
4.	/index.htm	21,092	0.26%	Aug. 30, 2009 23:45
5.	/news.htm	17,795	1.51%	Aug. 30, 2009 23:05
6.	/favicon.ico	14,102	0.01%	Aug. 30, 2009 16:46
7.	/images/hnews.gif	11,964	0.02%	Aug. 30, 2009 20:37
8.	/images/image8.jpg	9,485	0.21%	Aug. 30, 2009 15:41
9.	/images/hwelcome.gif	9,169	0.02%	Aug. 30,

Exhibit 50.1

Medical Supply Chain

Empowering Health Systems, Optimizing Supply Chain Results

LITIGATION

Lipari vs. VHA-Novation et al. Appeal (WD-70832)

Notice Appeal Form 3-30-2009 WD70832
Motion To Use Exisiting Legal File WD70832
Appeal FORM1 WD70832
L&G Response to Lipari Motion For Legal File WD70832
Order To Supplement Legal File WD70832
Appellant Appeal Brief WD70832
WD Letter Denying Brief for Word Count WD70832
Order Striking Brief for Word Count WD70832
Corrected Brief Lipari v Novation WD70832
Schedule Order 70832

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Exhibit 50.2

Medical Supply Chain

Empowering Health Systems, Optimizing Supply Chain Results

LITIGATION

Lipari vs. VHA-Novation et al. Appeal (WD-70832)

Notice Appeal Form 3-30-2009 WD70832
Motion To Use Exisiting Legal File WD70832
Appeal FORM1 WD70832
L&G Response to Lipari Motion For Legal File WD70832
Order To Supplement Legal File WD70832
Appellant Appeal Brief WD70832
WD Letter Denying Brief for Word Count WD70832
Order Striking Brief for Word Count WD70832
Corrected Brief Lipari v Novation WD70832
Schedule Order 70832
GHX Motion for Extension WD70832
HBS Motion for Extension WD70832
Novation Response Brief WD70832
L&G Response Brief WD70832
PS Response Brief WD70832
Notice of Late Response WD70832
Notice of Late Response WD70832
Appellant Address Change WD70832

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Exhibit 50.3

Subject: More evidence of family being targeted by DOJ/FBI/Local Law Enforcement:
Date: Tuesday, September 1, 2009 3:38 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vogel, Lynn Ann" <lawvogel@earthlink.net>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear governors, please see the attached folder of phone system exhibits from the warrantless surveillance that was set up illegally at my little sisters home and her abbreviated outline of events while being targeted with no phone service. Replacing the phone line from the box to the house is another dumb as cover up, there was never anything wrong with her phone line in the first place. Read her outline, the phones came on and worked fine when home office flipped the switch. How dumb do these agencies think we are? A more complete and detailed version will follow.

The attached events occurred the week following the Federal Agent threatening me over my request for FOIA documents. My little sister was targeted because Susan Gauch of Lee's Summit (the Lee's Summit criminal enterprise/task force informant) was told that I would be moving in with my little sister when my lease was up because again I was kept out of the market for medical supplies. But instead, your colleague with Swanson Midgley committed fraud on the court to have me evicted and to destroy my credit record out of retaliation. I don't see anyone arrested yet or requested to be a witness.

Do any of you understand or have any idea how difficult it is to protect your family, or fight for your constitutional property rights when every federal and state agency has targeted you for more than 8 years? "I thought this is the United States" To this day it is allowed to continue and every time I bring attention to these matters I or my family and associates are retaliated against time and time again.

When Bradley Schlozman was caught and forced to step down John Wood stepped

Exhibit 51

in and targeted me, when John Wood was caught targeting me and stepped down others in his office targeted me again. When I exposed the threat from the federal agent I was evicted through retaliation and my credit record destroyed through fraud. I don't see anyone arrested yet or request to be a witness.

Is there something you find acceptable with this conduct? Is there some larger plan you have in protecting this conduct, your colleagues, your friends? I would much rather be developing ways to insure more Missourians and provide better access to healthcare services and products rather than spewing anger at you because no one seems to care about all the lawless corruption. I don't see anyone arrested yet or a request to be a witness.

Just look at the resources that have been wasted chasing me, my family and colleagues around for the past 8 years. How many state services could have been paid with those resources, how many jobs could have been created or saved?

It is obvious our federal and state agencies have not done right by our country or we would not be in the messes we find ourselves in today. There is enough evidence in my 8 years of records to clean up healthcare, our local DOJ, our local FBI, our local Courts and several law firms yet law enforcement would rather chase "headlines" for the next election.

From my view there is no difference between republicans and democrats. Just look at our national healthcare reform that is not going to happen. If we had any leadership Missouri could be a world leader for affordable healthcare. I with many Missourians voted for change but where is it? One of these days you or a family member will need medical care and you won't get it. Is it that hard for you to figure out why for 8 years I have been kept out of the market for medical supplies?

IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: ROBERT L TROUT	**Case Number: 0916-CV29828**
Plaintiff/Petitioner: WACHOVIA DEALER SERVICES INC **vs.**	Plaintiff's/Petitioner's Attorney/Address NICHOLAS L ACKERMAN TROPPITO & MILLER LLC 508 WALNUT STREET KANSAS CITY, MO 64106
Defendant/Respondent: SAMUEL K LIPARI	Court Address: 16-DECEMBER-2009, 9:00 A.M. DIVISION 32 308 W Kansas INDEPENDENCE, MO 64050
Nature of Suit: CC Replevin	

NO SHORTS IN COURTROOM

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: SAMUEL K LIPARI
Alias:

3520 NE AKIN BLVD, APT 918
~~KANSAS CITY, MO 64130~~
Lee's Summit, MO 64064

SPECIAL PROCESS SERVER

COURT SEAL OF CIRCUIT COURT OF MISSOURI *JACKSON COUNTY*

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

OCT 17 2009 (Date) _____ (Clerk)

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

_____ Printed Name of Sheriff or Server

_____ Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

_____ Notary Public

Sheriff's Fees

Summons	$_____
Non Est	$_____
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$_____ (_____ miles @ $._____ per mile)
Total	**$**_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Exhibit 51.2

IN THE CIRCUIT COURT OF THE JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT

WACHOVIA DEALER SERVICES, INC.
8575 West 110th Street, Suite 100
Overland Park, Kansas 66210,

Plaintiff,

vs.

SAMUEL K. LIPARI
3520 NE Akin Blvd., Apt 918
Lees Summit, MO 64130

Defendant.

0916-CV29828

Case No. _____

DIVISION
32

FILED-CIRCUIT COURT
JACKSON CO., MO-INDEP
09 SEP 28 PM 3:25

AFFIDAVIT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I, Dennis Schilt, after being duly sworn upon my oath, do state as follows:

1. I am an agent for Plaintiff Wachovia Dealer Services, Inc.f/k/a WFS Financial, Inc. ("Plaintiff") in the above-captioned matter and am authorized to make this affidavit. The following facts are based on my personal knowledge and a review of the business records of Plaintiff kept in the normal and ordinary course of business.

2. That all allegations contained in Plaintiff's Petition are true and accurate and all Exhibits attached thereto are true and accurate copies of the original documents to the best of my knowledge and belief.

3. That the Retail Installment Agreement attached to the Petition as Exhibit A is a true and accurate copy and was purchased for value by Plaintiff.

3. That under the terms of the Agreement Plaintiff is entitled to the immediate, exclusive possession of the personal property described in its Petition, to-wit:

Exhibit 51.2A

2004 Audi A8, VIN WAUML44E84N023747 (hereinafter "the Vehicle"), together with all attachments thereto and equipment thereon upon default by Defendant Samuel L. Lipari ("Defendant").

4. That the Vehicle is being detained unlawfully in Jackson County, Missouri by Defendant and that Defendant refuses to pay or return the Vehicle to Plaintiff.

5. That the Vehicle is of the reasonable fair market value of $18,800.00.

6. That the Vehicle has not been seized under any process, execution or attachment against the property of Plaintiff.

7. That Plaintiff will be in danger of losing the Vehicle unless it is taken out of the possession of the Defendant or otherwise secured. Defendant has refused to return the Vehicle without a court order.

8. That as of September 16, 2009, there is a outstanding balance on Defendant's account of $30,961.99 with continuing interest thereafter at the contractual rate of 18.99%.

9. On information and belief, Defendant is not presently an active duty member of the United States Armed Forces.

FURTHER AFFIANT SAITH NAUGHT.

Signature: _____

Printed Name: Dennis Schilte, Affiant

Subscribed and sworn to before me this 23 day of September, 2009.

IN THE CIRCUIT COURT OF THE JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT
AT INDEPENDENCE

WACHOVIA DEALER SERVICES, INC. **8575 West 110th Street, Suite 100** **Overland Park, Kansas 66210,**	)	0916-CV29828
Plaintiff,	)	**Case No.** _____
vs.	)	DIVISION 32
SAMUEL K. LIPARI **3520 NE Akin Blvd., Apt 918** **Lees Summit, MO 64130**	)	
Defendant.	)	

FILED-CIRCUIT COURT
JACKSON CO., MO-INDEP
09 SEP 28 PM 3:26

PETITION IN REPLEVIN AND ON CONTRACT

COUNT I

COMES NOW Plaintiff, Wachovia Dealer Services, Inc. f/k/a WFS Financial, Inc. ("Plaintiff"), and for Count I of its cause of action against Defendant Samuel K. Lipari ("Defendant"), states as follows:

1. Plaintiff a corporation duly organized and existing according to law and authorized to transact business within the State of Missouri.

2. Defendant is a resident of Jackson County, Missouri.

3.On January 30, 2008, Defendant entered into a Retail Installment Agreement ("Agreement") with Jay Wolfe Acura to purchase a 2004 Audi A8, VIN WAUML44E84N023747 (the "Vehicle"). A copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

4. Plaintiff was assigned all rights to this Agreement for value received.

Exhibit 51.3

5. Under the terms of the Agreement, Defendant agreed to pay monthly installments of $755.84, beginning March 15, 2008. Defendant has failed to pay as agreed. The total amount of principal and interest owing as of September 16, 2009 is $30,961.99.

6. Under the terms on the Agreement, upon default, Plaintiff is entitled to the immediate and exclusive possession of the Vehicle together with all attachments thereto and equipment thereon.

7. Demand for payment or return of the Vehicle has been made upon Defendant, but Defendant has refused to pay, and the Vehicle is being wrongfully detained by Defendant or others in Jackson County, Missouri.

8. The Vehicle is of the reasonable fair market value of $18,800.00.

9. By reason of the wrongful detention of its personal property, Plaintiff has been damaged by way of depreciation, costs and expenses, all in connection herewith, the extent of which is not known to Plaintiff at this time.

10. The Vehicle has not been seized under any process, execution or attachment against the property of Plaintiff.

11. Plaintiff will be in danger of losing the Vehicle unless immediate possession is obtained or the Vehicle is otherwise secured.

WHEREFORE, Plaintiff Wachovia Dealer Services, Inc. prays for an order of this Court directing the immediate delivery of the 2004 Audi A8, VIN WAUML44E84N023747 together with all attachments thereto and equipment thereon to Plaintiff, and for judgment against Defendant for possession of said personal property, and, in the event said personal property cannot be delivered to Plaintiff, for judgment in

the sum of $18,800.00, with interest thereon at the legal rate, and for damages for detention in such sum or sums as may have accrued by the hearing hereof, for its costs and expenses incurred herein, and for such other and further relief as the court may deem just.

COUNT II

COMES NOW Plaintiff, and for Count II of its cause of action against Defendant, states:

12. Plaintiff hereby incorporates paragraphs 1 through 11 of Count I as though fully set forth herein.

13. Upon default by Defendant, Plaintiff sent a written Notice of Right to Cure on July 24, 2009 giving Defendant the statutory period to cure. A copy of said Second Notice of Right to Cure is attached hereto as Exhibit B and is incorporated herein by this reference. Defendant has failed to cure the default.

14. Upon default by Defendant, Plaintiff is entitled to accelerate the entire principal balance under the terms of the Agreement. The total amount due as of September 16, 2009 is $30,961.99.

15. The Agreement provides for interest at the rate of 18.99% per annum on the continuing balance.

16. The Agreement provides for reasonable attorneys fees that have accrued and continue to accrue in this matter.

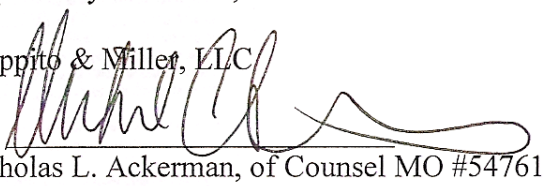
17. Upon information and belief, Defendant is not presently an active duty member of the United States Armed Forces.

WHEREFORE, Plaintiff Wachovia Dealer Services, Inc. prays for judgment on Count II against Defendant in the amount of $30,961.99, plus continuing interest from

and after September 16, 2009 at the rate of 18.99%, for reasonable attorneys fees, for its costs and expenses incurred herein, and for such further relief as the court deems just.

Respectfully submitted,

Troppito & Miller, LLC

By: 
Nicholas L. Ackerman, of Counsel MO #54761
508 Walnut Street
Kansas City, MO 64106
(T) 816.221.6006; (F) 816.221.6446
nla@troppitomiller.com
ATTORNEYS FOR PLAINTIFF

WAC

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT	Seller	Buyer
No. Date 01/30/2008	JAY WOLFE ACURA 1029 W. 103RD STREET KANSAS CITY MO 64114 "We" and "us" mean the Seller above, its successors and assigns.	SAMUEL K LIPARI 297 NORTH EAST BAYVIEW DR LESS SUMMIT MO 64064 "You" and "your" mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased: Year 2004; Make AUDI; Model A-8; VIN WAUML44E84N023747; Lic. No./Year; ☐ New ☒ Used; Other:

Description of Trade-In: 1995 CADILLAC ELDORADO 1G6ET1298SU621449

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of $ 32087.00, plus finance charges accruing on the unpaid balance at the rate of 18.99 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☒ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of $ 25.00 if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

RETURNED CHECK CHARGE: If you make any payment required by this Contract with a check or negotiable instrument that is returned or dishonored, you agree to pay the actual charges for processing the check or negotiable instrument, plus a fee of 20.00.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of $ 2721.98
18.99 %	$ 22333.48	$ 32087.00	$ 54420.48	$ 57142.46

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	755.04	MONTHLY BEGINNING: 03/15/2008

Security: You are giving a security interest in the Motor Vehicle purchased.
Late Charge: If all or any portion of a payment is not paid within 15 days of its due date, you will be charged a late charge of 5% of the payment due, or 5% of the minimum payment due, or $25, whichever is less, minimum $10. When the installment due is $25 or less, you will be charged $5.
Prepayment: If you pay off this Contract early, you ☒ may ☐ will not have to pay a Minimum Finance Charge.
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured N/A
☐ Single ☐ Joint Prem. $ N/A Term N/A
Credit Disability: Insured N/A
☐ Single ☐ Joint Prem. $ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer d/o/b Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You understand that you are free to insure your Property with whatever licensed company, agent, or broker you may choose; that you may do so at any time after the date of this loan; that you have not canceled any existing insurance on your Property if you owned it before this loan; and that this loan cannot be denied you simply because you did not purchase your insurance through us. YOU MAY NOT NEED TO PURCHASE PROPERTY INSURANCE, AND YOU MAY HAVE OTHER INSURANCE WHICH WE WILL ACCEPT WHICH COVERS THE PROPERTY SECURING THIS LOAN. YOU SHOULD EXAMINE ANY OTHER INSURANCE WHICH YOU HAVE IN ORDER TO DETERMINE IF THIS COVERAGE IS NECESSARY. The collision coverage deductible may not exceed $ N/A. If you get insurance from or through us you will pay $ N/A for N/A of coverage.

This premium is calculated as follows:
☐ $ N/A Deductible, Collision Coverage $ N/A
☐ $ N/A Deductible, Comprehensive Cov. $ N/A
☐ Fire-Theft and Combined Add'l. Coverage $ N/A
☐ N/A $ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay $ N/A for N/A of coverage.

ASSIGNMENT: This Contract and Security Agreement is assigned to WACHOVIA DEALER SERVICES INC (800)289-8004 the Assignee, phone . This assignment is made ☒ under the terms of a separate agreement. ☐ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.
Seller: By _____ Date 01/30/2008

MISSOURI RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT
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ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of $ N/A)	$ 33709.98
Service Contract, Paid to: N/A	$ N/A
Cash Price	$ 33709.98
Manufacturer's Rebate $ N/A	
Cash Down Payment $ 500.00	
Deferred Down Payment $ N/A	
a. Total Cash/Rebate Down	$ 500.00
b. Trade-In Allowance $ 6454.50	
c. Less: Amount owing $ 4232.52	
Paid to:	
d. Net Trade-In (b. minus c.)	$ 2221.98
e. Net Cash/Trade-In (a. plus d.)	$ 2721.98
Down Payment (e.; disclose as $0 if negative)	$ 2721.98
Unpaid Balance of Cash Price	$ 30988.00
Paid to Public Officials - Filing Fees	$ N/A
Insurance Premiums*	$ N/A
Amount to Finance line e. (if e. is negative)	$ N/A
To: RESOURCE GAP *	$ 800.00
To: ADMIN FEE *	$ 299.00
To: N/A	$ N/A
To: N/A	$ N/A
Total Other Charges/Amounts Pd. to Others	$ 1099.00
Less: **Prepaid Finance Charges**	$ N/A
Amount Financed	$ 32087.00

*We may retain or receive a portion of this amount.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover N/A. This Service Contract will be in effect for N/A.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO THE BUYER
DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.
BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Buyer: _____ 01/30/2008
Signature SAMUEL K LIPARI Date

Signature _____ Date
Seller: By _____

MOTOR VEHICLE – NOT FOR MANUFACTURED HOMES

EXHIBIT A
tabbies

Exhibit 51.4

ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

The law of Missouri will govern this transaction. It is also governed by applicable federal law and regulations. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be in Missouri, unless otherwise required by law.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the principal has been paid in full, refund it to you.

You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the *other terms will remain* part of this Contract.

NAME AND LOCATION: Your name and address indicated on page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days notice prior to changing your name or principal residence.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the following:

A. *Our security interest will not extend to consumer goods unless* you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.
B. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else.
C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
F. You will pay all taxes and assessments on the Property as they become due.
G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

DEFAULT: You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

A. *You fail to perform any obligation that you have undertaken* in this Contract.
B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs, attorneys' fees (not exceeding 15% of the unpaid balance if referred to an attorney not a salaried employee of ours), and fees for repossession, repair, storage and sale of the Property securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you are in default on this Contract, we have, subject to any right to cure that you may exercise, all of the remedies provided by law and this Contract:

A. We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. This amount will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

INSURANCE: *You agree to buy property insurance on the Property* protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

COLLATERAL PROTECTION INSURANCE: Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

EMISSIONS INSPECTION NOTICE: If the Vehicle is subject to Missouri emissions inspection and we sell it to you without prior inspection and approval, you may: (1) return the Vehicle within 10 days, provided it has no more than 1,000 additional miles since the time of sale, to have us repair the Vehicle and provide an emissions certificate and sticker within five working days if the Vehicle fails, upon inspection, to meet the emissions standards, or (2) enter into any mutually acceptable agreement with us.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

A. You must pay this Contract even if someone else has also signed it.
B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
C. We may release any security and you will still be obligated to pay this Contract.
D. If we give up any of our rights, it will not affect your duty to pay this Contract.
E. If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

WARRANTY: Warranty information is provided to you separately.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature _____ Date _____

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, *title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in* Seller's name, to take all legal or other actions which Seller could have taken under this Contract. (SEPARATE AGREEMENT: If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
B. The statements contained in this Contract are true and correct.
C. The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
D. This sale was completed in accordance with all applicable federal and state laws and regulations.
E. This Contract is valid and enforceable in accordance with its terms.
F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
G. This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
J. Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE.

WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

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WACHOVIA
DEALER SERVICES
PO BOX 25341 SANTA ANA, CA. 92799-5343

FIRST NOTICE OF CONSUMER'S RIGHT TO CURE

7/24/2009

SAMUEL K LIPARI
3520 NE AKIN BLVD #918
LEES SUMMIT MO 64064-7910

Account Number 5880071597

Brief Identification of Credit Transaction:

Description of Credit Transaction AUTO LOAN

$1559.18 is the **AMOUNT NOW DUE.**

8/13/2009 is the **LAST DAY FOR PAYMENT.**
(20 days from the date this letter is mailed)

You are late in making your payment(s). If you pay the **AMOUNT NOW DUE** (above) by the **LAST DATE FOR PAYMENT** (above), you may continue with the contract as though you were not late. If you do not pay by that date, we may exercise our rights under the law.

If you voluntarily surrender possession of the following specified collateral, you could still owe additional money after the money received from the sale of the collateral is deducted from the total amount you owe.

Description of Collateral 2004 AUDI A8-V8

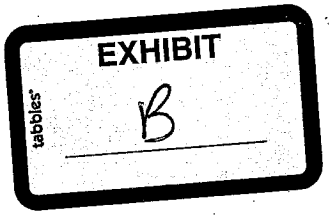
Creditor to which payment is to be made:

Name WACHOVIA DEALER SERVICES
Address PO BOX 25341
SANTA ANA, CA 92799

Telephone 888/937-7776

Please contact Wachovia Dealer Services, Inc. at the address or telephone number listed above if you have any questions.

NOTICE: If you are entitled to protection under the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this notice, the following applies to you: THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS MADE FOR INFORMATIONAL PURPOSES ONLY.



Subject: Why Missouri Has a Deficit Budget and What You Can Do About It!
Date: Wednesday, September 9, 2009 8:51 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

For the past decade Missouri officials have refused to bring healthcare cost under control and our mainstream media has refused to report on the fleecing of our state budget. The damages are staggering to our education system and social programs. You may contact your representatives and tell them this is unacceptable and you want these funds returned to our State Budget.

The following link is an excerpt from a Missouri antitrust litigation that exposes the damage to our state budget through Medicaid fraud and abuse. The damages are caused by the artificial inflation of healthcare supplies combined with illegal kick backs. This is one of the major reasons we will not get single payer healthcare reform.

http://www.medicalsupplychain.com/pdf/injuries%20to%20healthcare%20consumers.pdf

To learn more about what our public officials are up to please visit:

http://www.medicalsupplychain.com/news.htm

Over the next few weeks I will provide you and our Board of Governors with additional updates.

Sincerely,

Exhibit 52

Samuel K Lipari
Medical Supply Chain
Saml@MedicalSupplyChain.com
www.MedicalSupplyChain.com

Subject: FW: Continues
Date: Wednesday, September 16, 2009 8:55 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: Susan Whitehill <swhitehill@burnsmcd.com>

Dear Governors, my little sister forwarded this to me this morning. My nephew Ian can't even attend public school without being intimidated or harassed. Still playing games with my family and don't insult me with your denial or that its not related or hasn't happened. I have more than enough pattern and practice established from the City of Blue Springs and The State of Missouri to put in front of a jury and I intend to so very soon. It is called a "Grand Jury" (please see attached letter), then we will see how entertaining your State and City officials (in there personal capacity) think this bull shit is because I don't believe this conduct fits there job description set out by the city charter or the city council.

At this point it doesn't seem to me The State of Missouri, The Blue Springs City Attorney or The Blue Springs City Manager have any control over there departments or agencies. The same problem Mr. Holder and Mr. Mueller have with the DOJ and FBI.
http://www.medicalsupplychain.com/pdf/Judiciary%20Committee%20Chairman%20Mr.%20Patrick%20J.%20Leahy.pdf

Maybe the Blue Springs School Board needs notice of this conduct and how it occurs on school property. Better yet, I suggest one of you (Board of Governors) contact The Blue Springs School District before I do and tell them directly. I know the Blue Springs community would love to know how there city/state officials and school board condone this type of behavior. As all of you well know, I intend to exhaust every possible remedy against this pattern and practice from The State of Missouri, The City of Blue Springs and The Blue Springs School district. Need I

Exhibit 53

say more? Samuel K. Lipari

This message is intended solely for the designated recipient, which may contain privileged or confidential information and may be subject to confidentiality agreement. Access to this email by any other recipient is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or action taken to be in reliance on its content is prohibited and may be unlawful. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named recipient, except with the express consent of the sender or the named recipient. If you have received this message in error, please notify the sender immediately by reply and destroy this communication.

------ Forwarded Message
From: Susan Whitehill <swhitehill@burnsmcd.com>
Date: Wed, 16 Sep 2009 07:44:43 -0500
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>
Subject: Continues

Good morning,

I thought I would start your day off right, your nephew is still being messed with at school. It could be totally unrelated….3 days recently Ian's truck has been unlocked when he has come out of school. He has a locking gas cap and it has been taken off a couple times now too. And the real kicker is that yesterday the K-9 unit police car parked right next to his truck…. The first time the truck was unlocked he thought he just forgot to lock it. The second time he knew he didn't. Now he is thinking someone has been getting in it.

Very Weird!

What are your thoughts on it…

------ End of Forwarded Message

Mr. Timothy M. O'Brien
Clerk Of Court
Robert J. Dole Courthouse
500 State Ave.
259 U.S. Courthouse
Kansas City, Kansas 66101
ksd_clerks_kansascity@ksd.uscourts.gov

September 11, 2009

RE: US Grand Jury Proceeding *Webb v. Millman, et al.* Cr. Div. Case No. 95Y107

Dear Mr. O'Brien,

I am writing to inform you that I am seeking to change a Grand Jury situs from the US District Court for the District of Colorado to the Kansas District Court building at 500 State Avenue. This request is being made of Senior Colorado District Judge, Hon. Richard P. Matsch

I understand the Robert J. Dole Courthouse has a US Court of Appeals for the Tenth Circuit courtroom, which would facilitate the presentation of witnesses and evidence in the above captioned matter.

I am planning to finish preparing the initial evidence by September 22nd and I anticipate that a little over three weeks will be required. I understand that some days might be blocked out as your courtroom is used for Tenth Circuit and Kansas State Appeals functions and I believe we will be able to accommodate the interruptions.

Please let me know of any changes in the courtrooms schedule or demands of your staff handling jury matters and I will attempt to adjust my plans accordingly. I will keep you informed so that you might know at the earliest moment when to empanel prospective grand jurors.

Sincerely,

S/Stewart Anthony Webb
Stewart Anthony Webb
Prosecuting Witness
P.O. Box 3061
Independence, Missouri 64055
Email stewwebb@sierranv.net
Phone 913-952-0846

www.regus.com <http://www.regus.com/>

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please consider the environment before printing this email

From: Samuel Lipari [mailto:Saml@MedicalSupplyChain.com]
Sent: Thursday, September 17, 2009 10:03 PM
To: Lianne Zellmer
Subject: FW: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]

Hi Lianne, I received this email and it seems like a scam? If I recall correctly, the last invoice I received from you was around $900. I don't think you or Regus would like someone representing your interest in this way? Anyway I thought you should know. Best regards, S~

> -------- Original Message --------
> Subject: Case File #: 6292351, HQ dba Regus vs Medical Supply Line,
> Balance: $3533.70
> From: Collection.Manager@nrs.us
> Date: Wed, September 16, 2009 1:57 pm
> To: saml@medicalsupplychain.com
>
> Attention: CEO
>
> My firm has been retained by HQ dba Regus. They have provided me with your most recent statement and invoices,

and have requested immediate action be instituted in Jackson County. No attorney fees have been added to this case yet. We are willing to waive all additional fees and stop all pending action in Jackson County, contingent on this case being resolved by September 17, 2009. Your cashier's check is to be forwarded to the address below via Federal Express or other overnight courier. Calling me back with the air waybill tracking number from your overnight receipt will allow me to stop all actions. Alternatively, your remittance may be made via bank wire transfer to the following:

Payable to: NRS, for further credit to HQ dba Regus
Bank: Capital One, N.A.
Routing Number: 111901014
Account Number: 3620515522

Failure to adhere to the terms set forth herein may result in legal action. Govern yourself accordingly. If you have any questions, please feel free to contact me.

Sincerely,

Ulisses Garcia

NRS
2304 Tarpley Rd. Ste 134
Carrollton, TX 75006
469-521-0372 Voice
972-798-1028 Fax

------ End of Forwarded Message
****
****

The information in this email is confidential and may be privileged.
If you are not the intended recipient please notify us immediately by
return email at contact@regus.com or by contacting the
Regus IT Helpdesk on +44 (0) 1462 708 070.

Regus PLC, 26, Boulevard Royal, L-2449 Luxembourg
****
****

July 1, 2009

Samuel K. Lipari
3520 NE Akin Blvd. Suite 918
Lees Summit, Mo 64064
816-365-1306

To Whom It May Concern,

I am seeing to it that all debts and obligations I have incurred since June 1, 2005 are paid in full with interest.

While this process is lengthy in the ongoing civil litigation to seek redress for my grievances, it has come to my attention that the Kansas City, Missouri offices of two federal government agencies, the US Department of Justice and the Federal Bureau of investigation became responsible for these debts and obligations as part of their participation in unlawful warrantless wiretapping and obstruction of justice to prevent me from entering the market for hospital supplies.

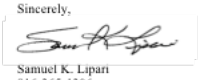
This activity included forcing the dissolution of my father's company and interfering in the conduct of business of my now dissolved Missouri corporation Medical Supply Chain, Inc., and my online healthcare supply business Medical Supply Line for the purpose of preventing me from receiving income, property rights or investments that I relied on for work and income.

If you or your business are a creditor or contract beneficiary to me Samuel K. Lipari/Medical Supply Line or to my former corporation Medical Supply Chain, Inc., you may make a claim for any balance and interest lawfully owed you by filing the attached FTCA Form 95 under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that the respective agencies were negligent in failing to adequately train its officials in the Kansas City offices not to interfere extra-judicially in civil litigation between private parties and in failing to adequately train its officials in the Kansas City offices that public corruption in state and federal courts is not immune from law enforcement and that this negligence resulted in injuries to Samuel K. Lipari where you or your corporation are a third party contract beneficiary.

The FTCA Form 95 should be sent to either Mr. Eric Holder at U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001 or Mr. Robert S. Mueller, III at FBI Headquarters in Washington, D.C. Federal Bureau of Investigation, J. Edgar Hoover Building, 935 Pennsylvania Avenue, NW Washington, D.C. 20535-0001.

Thank you for your attention to these matters.

Sincerely,



Samuel K. Lipari
816-365-1306

How to complete the attached form;

Individual:
Complete number 2, 12d, 13a, 13b, 14

Company:
Complete number 2, 12d, 13a, 13b, 14

Exhibit 54.1

Subject: Re: [FWD: Case File #: 6292351, HQ dba Regus vs Medical Supply Line, Balance: $3533.70]
Date: Friday, September 18, 2009 9:48 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: Lianne Zellmer <Lianne.Zellmer@regus.com>
Cc: Susan Conley <susan.conley@regus.com>

No, that's OK. I will send them the attached form to recover everything from the DOJ or FBI. You might want to check into it because I don't believe the email (Collection.Manager@nrs.us) and they only give me a day to wire money into some unknown account. I also question the bank, the routing # and the account # with one day to pay for services I am not receiving (Contract = consideration given for consideration received). Did you ever send the attached claim form for recovery of my contract obligations to you and Regus as a third party beneficiary? Please see attached claim form notice I sent you on the 16th of July. I am providing this email to you as a notice to send to your collection agency and your Regus council. By the way, who will be your counsel so that I can send them and Regus my amended Rico complaint? Best regards, S~

On 9/18/09 9:13 AM, "Lianne Zellmer" <Lianne.Zellmer@regus.com> wrote:

> Sam,
>
> Good morning. Unfortunately the email is not a scam. Our collections agency is in Dallas and the amount is very close to what I submitted. Since your contract had already renewed I had to submit to collections for the current default as well as the renewal for the next year. I know sometimes they negotiate the fees so I would give them a call.
>
> Thanks,
>
> **Lianne Zellmer**
> Operations Manager
> Regus
> Two Pershing Square
> 2300 Main Street, Suite 900
> Kansas City, MO 64108
> Phone: +1 816 448 3113
> Fax: +1 816 448 3101
> Lianne.zellmer@regus.com <mailto:Lianne.zellmer@regus.com>

Exhibit 54.2

Content date: 09/24/2009

Chief justice addresses annual meeting of The Missouri Bar/Judicial Conference in St. Louis

In his address Sept. 24, 2009, during the opening luncheon of the joint annual meeting of The Missouri Bar and the Judicial Conference of Missouri, held at the Hilton St. Louis at the Ballpark, Chief Justice William Ray Price Jr. told the 650 lawyers and judges gathered there:

"The rule of law, not special interest, is what we must preserve. ... Our focus and our intensity must be on justice first and justice for all. We must fight for it just as hard as the special interest groups fight for their agendas. ...

"Not just for this year, not just for next year, but for the foreseeable future, we need to focus the attention of the people of Missouri on the fact that, when they need a lawyer or when they must appear before a judge, the courtroom should not already be tilted against them by some special interest, no matter how rich, no matter how powerful."

The full text of the speech is available below.

Thank you. It is an honor to address the bar at its annual meeting.

The relationship between the bench and the bar in Missouri is of the greatest importance. This time we have together is precious, so I will get right to the point.

There are two distinct challenges that we need to address. These challenges confront both the bench and the bar. The first challenge, hopefully of short term, arises from our country's financial troubles. The second, unfortunately of longer term, concerns the broad political landscape that surrounds us.

Challenges are nothing new. The intensity of these challenges, however, is unmatched. It will take all of our collective skill and wisdom to overcome these challenges. And, we must do so in a manner that enhances the public's trust and confidence in our system of justice.

It is obvious that Missouri is not immune from the financial collapse that has plagued our nation. Our businesses and our law firms have been affected as has our state government. I have been out of the practice of law a long time, but I speak to my old friends and I read the newspapers. Traditional areas of business have dried up. Other areas of work have become more risky and less profitable. Partners and associates have been terminated. New associates have had their starting dates postponed. Law firms have merged and law firms have split, mostly for economic reasons.

I remember well the pressures of profit per partner and recovery ratios. But we all must remember that the practice of law has a heart and a soul. It is not just a business. It is the pursuit of justice, and that is what separates us and calls us apart from mere occupations.

The economic downturn has had a drastic affect on Missouri state government. Revenue for 2009 fell by 6.9 percent, the worst decline in a generation. As of today, revenues still are falling.

The courts cannot escape this reality any more than anyone else. As usual, Missouri falls within the mid-range of states affected by the financial crisis. While very few states are unscathed, some are faring better, many are faring worse. It is particularly important to note that, across the nation, almost all states are attempting to shield their court systems from the full impact of the revenue shortfall – all recognizing the vital role the judiciary plays in our society.

During fiscal 2009 we released back to the state nearly $3 million of monies appropriated to us. Our present budget anticipates that we will release back to the state another $3 million. Although these cuts are unprecedented, we must bear our portion of the shortfall. There is no use in complaining.

Many of our counties also are suffering. They are cutting court budgets, from the other end. Their cuts are just as deep. The next year, or two, will be difficult and will require aggressive management decisions that we would otherwise not want to make.

Exhibit 55

The good news is that we come to these hard times from a position of strength. Over the years, we have managed our resources and our efforts well. There are no significant backlogs of cases in Missouri. We have a first-class judicial education program and a statewide automation system. We have a juvenile justice program and a drug court program that are nationally recognized. We do not need to build new systems from scratch, but we do need to preserve as much as possible to avoid building them from scratch again.

The extent of the cuts that we are making will affect lawyers and judges, urban and rural areas, alike. It has been our goal in making these cuts to focus on meeting the legal needs of the citizens we serve as efficiently as possible with the resources available to us. We ask for your assistance and understanding as we work through these problems for the next few years.

Life for the Missouri legal system is just as complicated on the political side of the fence. Again, nothing new, but we are facing increased intensity from a number of fronts.

I will not talk about the various proposals to change the Missouri merit selection plan. Nor should any inference be drawn from what I say today regarding any of those proposals. But we must talk about the general political landscape and why it threatens our legal system.

The overwhelming and common danger of the great depression and World War II pulled us together as a people. We focused, by necessity, on the common good. We were willing to make individual sacrifices and compromises for the good of all. Since then, for many reasons, our society has fractionalized. Groups and interests now identify themselves more with what separates than with what unites.

Each group develops a funding source, and within each group a spokesperson or executive director steps forward to maintain the intensity of the group's particular message. Generally, these are good people with the best of intentions. But often they see no farther than their own interests. They are willing to sacrifice all other considerations, even when inevitable damage to the whole will occur.

Necessarily, these groups and interests become involved in the legal system. What they cannot obtain through the political process, they seek to obtain through the courts. What they obtain through the political process, they defend in the courts. It is not the facts or the law that they want to determine the litigation. They demand that the courts rule on the basis of their particular ideological views. For them, justice is determined by whether their special cause wins, regardless.

Our notions of justice are simply out of place and at risk in such a world. We have been taught to honor a fair and impartial judiciary that carefully decides cases on their own facts and in accordance with the law. For us, a good judge is a judge who can set aside his or her personal philosophy and is fair to each side, regardless of the controversy. A good judge is a judge who makes his or her decisions based on an objective determination of the facts in accordance with time-honored principles of law.

But this is exactly what the interest groups do not want. Instead, they want a judicial system in which judges are "dependable" … where judges can be counted on to decide cases on an ideological basis, without regard to facts or law … where judges' rulings can be predicted before any litigant enters the courtroom, before any evidence is introduced. Dedicated to their ideals, these groups forget that if courts favor any one litigant above the facts and the law, they necessarily must cheat the other.

Let me be clear: I do not think the majority of Missourians participate in or favor this factionalism. But those who do are vocal and committed and know no limits to the extent that they will fight or spend money to get their way. Unfortunately, they fail to see that they may destroy the legal system in the process.

Despite our many battles, this is the war that we cannot lose. The rule of law, not special interest, is what we must preserve. More than ten years ago The Missouri Bar came up with the phrase Justice First. I used that phrase as the theme of my first speech to the bar, and I use it again now. Our focus and our intensity must be on justice first and justice for all. We must fight for it just as hard as the special interest groups fight for their agendas. We must do so, both individually and as members of The Missouri Bar, at a level we have never dreamed of in the past.

Don't fool yourselves. In the real world of Missouri politics, we are just surviving, we have not prevailed. Even in good times, our judges are underpaid; our budgets are underfunded, legal reform efforts too often are simply veiled attempts to gain advantage for one side or the other in the litigation process. This is in the face of almost all public opinion polls that show a greater degree of respect for the judicial branch of government than any other branch of government. This is in spite of the help of many elected officeholders who are just as shocked at the new complexion of the political world as we are.

The reason we are losing ground is simple and obvious. We have been coming to the fight a day late and a dollar short. To be sure, former judges, bar leaders and civic leaders testify in committee hearings and say all of the right things at our annual meetings. This is not enough. For better or for worse, the political issues of today are shaped by aggressive public relations experts, financed by well-funded PACs. If we continue to live in denial of the real world around us, the rule of law will erode into nothing more than a memory of a branch of government that wasn't bought and sold by the political powerbrokers of the moment.

Albert Einstein questioned those who did the same thing over and over again and expected different results. Individually and as members of the organized bar, we need to do better. We need to get smart. We need to get organized. We need to get intense. We must use the same sophisticated techniques of shaping public opinion as those who want to capture us for their particular cause.

Not just for this year, not just for next year, but for the foreseeable future, we need to focus the attention of the people of Missouri on the fact that, when they need a lawyer or when they must appear before a judge, the courtroom should not already be tilted against them by some special interest, no matter how rich, no matter how powerful. We need to focus the attention of the people of Missouri on the fact that whatever others may be fighting for, we fight for justice first and justice for all.

Subject: Re: Reply from Senator McCaskill
Date: Tuesday, September 29, 2009 10:28 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <senator@mccaskill.senate.gov>
Cc: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

September 29, 2009

United States Senate
Hart Senate Office Building SH-717
Washington, D.C. 20510
senator@mccaskill.senate.gov

Dear Senator McCaskill,

I sent notice to the Senate Judiciary Committee regarding the same conduct I have suffered under the Busch administration through Carl Rove, Bradley Schlozman, John Wood, Roy Blunt, Kit Bond the RNC and many other supporters. http://www.medicalsupplychain.com/pdf/Judiciary%20Committee%20Chairman%20Mr.%20Patrick%20J.%20Leahy.pdf

This criminal misconduct over the past decade continues today under the current administration and direction of our Federal and State officials while you, your staff and colleagues in the House and Senate are doing nothing to correct this problem. The public officials behind this perversion of justice are being promoted while the same frauds in our markets and courts are compounded daily and go unchecked by

Exhibit 55.1

the very same actors (attorneys, clerks, judges and firms). You and your colleagues know I have undisputed proof of our Federal and State agencies violating my constitutional rights in addition to every Federal and State statute yet it continues.

The DOJ, FBI, DHS and every other Federal and State agency familiar with my fight (to die for) to enter the healthcare market continues to support, endorse and facilitate my ISP's (Internet Service Providers i.e., Sprint, AT&T and Comcast in the roving US Patriot Act surveillance and interference programs) in the blocking and/or redirecting of my emails, news links, news releases, blogs, pdfs, docs, reports and http://www search engines. Senator McCaskill, who has the power to do this with out any oversight, legal or constitutional repercussions? Did you know "Obstruction of Justice" is not immune from prosecution and has no immunity?

There is nothing that has changed since the last election cycle. Healthcare reform began more than a decade ago while everyone in healthcare stole Medicare and Medicaid blind yet it continues today because our markets are blocked to new entrants and capital. You were a prosecutor in my county and I don't need to draw you a picture of what can happen without accountability and law enforcement. At the hands of Federal and State agencies I have exhausted a family fortune fighting this criminal conduct in our courts while these agencies continue to allow and support the extortion of my property, rights and security.

If you and your colleagues prefer, we have access to indirect media resources that can promote this as a national issue in our next election cycle. You know that Jim Talent and many other democrats and republications found out the hard way in the last two election cycles. I, nor are any other Americans asking our representatives for anything except what you and your colleagues took an oath to provide, protect and uphold.

Whether you've held public office for 2 days, 2 months or 2 years is not an excuse for allowing this criminal misconduct, censorship and interference to continue against Healthcare reform.

Sincerely,
Samuel K. Lipari
Medical Supply Chain
http://www.medicalsupplychain.com/news.htm

Cc: Committee Members

Mr. Herb Kohl
Ms. Dianne Feinstein
Mr. Russell D. Feingold
Mr. Charles Schumer
Mr. Richard J. Durbin
Mr. Benjamin L. Cardin
Mr. Sheldon Whitehouse
Ms. Amy Klobuchar
Mr. Edward E. Kaufman
Mr. Arlen Specter
Mr. Al Franken
Mr. Jeff Sessions
Mr. Orrin G. Hatch
Mr. Charles E. Grassley
Mr. Jon Kyl
Mr. Lindsey Graham
Mr. John Cornyn
Mr. Tom Coburn

On 9/16/09 5:01 PM, "senator@mccaskill.senate.gov" <senator@mccaskill.senate.gov> wrote:

> September 16, 2009
> Dear Mr. Lipari,
>
> Thank you for contacting me regarding our health care system. I appreciate your comments and welcome the opportunity to respond.
> There is no denying that our health care system is in dire need of reform. The soaring cost of medical care is crippling our economy, bankrupting our nation's families, and becoming an unsustainable financial burden for American employers. In the last eight years, health care premiums have grown four times faster than wages, and there are nearly 46 million uninsured Americans - the majority of whom are employed. It's tragic that in a country of great wealth like ours so many of our fellow Americans don't have access to care; and that the uninsured are suffering from avoidable illnesses and receiving expensive medical care too late, the cost of which gets passed onto the rest of us.

I am pleased to see my colleagues on the Health, Education, Labor, and Pension Committee and on the Finance Committee leading the health reform effort in the Senate. There are still many tough issues to resolve in the health care debate, including insurance coverage mandates, whether a public program will compete with private insurers, and how to pay for it. I welcomed the President's speech to Congress which outlined his view of how Congress should resolve the health care reform debate and offered room for compromise and pragmatism. While Congressional committees continue to craft various versions of health care reform bills, the highest priorities for Congress and health industry leaders remain protecting patient choice of care, curbing skyrocketing health costs, and expanding coverage for the uninsured.

Although I am hopeful that significant reform will be enacted by the end of this year, you should know that Congress has already passed several measures that have improved access to care for children and struggling families. In January, I voted for Children's Health Insurance Program Reauthorization Act (H.R. 2), which will provide 4.1 million additional low-income children with quality health care coverage. I was also pleased that the American Recovery and Reinvestment Act (ARRA), enacted in February, included extended unemployment health benefits coverage as well as funds for cost saving health care initiatives like health information technology.

Although there is not a final version of the health reform bill in the Senate or House, I understand that there has been a lot of confusion and misinformation**,** and, yes, some fear and anger, as well, surrounding certain proposals for reform. You may be interested to know the Special Committee on Aging, of which I am a member, has prepared a document entitled "Health Care Reform, Fact vs. Fiction". I would encourage you to visit the website http://www.aging.senate.gov/issues/healthcare/factvsfiction.pdf to gather factual information regarding some of these rumors. If you are interested in reading the House and Senate bills, you can find the most updated versions of the legislation by visiting www.help.senate.gov <http://www.help.senate.gov/> and www.energycommerce.house.gov <http://www.energycommerce.house.gov/> .

Addressing our nation's health care crisis will be no small feat for Congress; but it will only get worse the longer we ignore it. Our nation's long term financial health requires a balance between family coverage needs and viable financing from businesses and the government. The current tenuous situation necessitates action on healthcare reform now. I look forward to working with my colleagues in a bipartisan fashion to find a fiscally responsible solution for the health of Americans and our nation's economy, and I am hopeful that we will have significant reform enacted by the end of this year.

Sincerely,

Claire McCaskill
United States Senator

P.S. If you would like more information about resources that can help Missourians, or what I am doing in the Senate on your behalf, please sign up for my email newsletter at www.mccaskill.senate.gov <http://www.mccaskill.senate.gov> .

Medical Supply Chain

Empowering Health Systems,
Optimizing Supply Chain Results!

September 29, 2009

United States Senate
Hart Senate Office Building SH-717
Washington, D.C. 20510
senator@mccaskill.senate.gov

Dear Senator McCaskill,

I sent notice to the Senate Judiciary Committee regarding the same conduct I have suffered under the Busch administration through Carl Rove, Bradley Schlozman, John Wood, Roy Blunt, Kit Bond the RNC and many other supporters.
http://www.medicalsupplychain.com/pdf/Judiciary%20Committee%20Chairman%20Mr.%20Patrick%20J.%20Leahy.pdf

This criminal misconduct over the past decade continues today under the current administration and direction of our Federal and State officials while you, your staff and colleagues in the House and Senate are doing nothing to correct this problem. The public officials behind this perversion of justice are being promoted while the same frauds in our markets and courts are compounded daily and go unchecked by the very same actors (attorneys, clerks, judges and firms). You and your colleagues know I have undisputed proof of our Federal and State agencies violating my constitutional rights in addition to every Federal and State statute yet it continues.

The DOJ, FBI, DHS and every other Federal and State agency familiar with my fight (to die for) to enter the healthcare market continues to support, endorse and facilitate my ISP's (Internet Service Providers i.e., Sprint, AT&T and Comcast in the roving US Patriot Act surveillance and interference programs) in the blocking and/or redirecting of my emails, news links, news releases, blogs, pdfs, docs, reports and http://www search engines. Senator McCaskill, who has the power to do this with out any oversight, legal or constitutional repercussions? Did you know "Obstruction of Justice" is not immune from prosecution and has no immunity?

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If you and your colleagues prefer, we have access to indirect media resources that can promote this as a national issue in our next election cycle. You know that Jim Talent and many other democrats and republications found out the hard way in the last two election cycles. I, nor are any other Americans asking our representatives for anything except what you and your colleagues took an oath to provide, protect and uphold.

Exhibit 55.2

Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No: 5880071597
Date: Tuesday, September 29, 2009 5:31 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "nla@troppitomiller.com" <nla@troppitomiller.com>, "nla@troppitomiller.com" <nla@troppitomiller.com>
Cc: <cmt@troppitomiller.com>, <trm@troppitomiller.com>

Hey Nick, I just spoke with Mr. Jorge Torres and I am planning to surrender this vehicle next week. Mr. Torres said he will release me of any current and future liability so I told him to send that release to you and you can email it to me. Will you also provide me service by email for case #0916CV29828 you just filed on behalf of Wachovia Dealers #5880071597. I am on the move and can only be reached by email due to the threat on my life and my family being targeted by law enforcement. I will deal with you and your clients unwillingness to accept my offer for settlement in full later unless of course you can provide me a denial for the claim form I provided you and Wachovia.

Best regards,
Samuel K. Lipari
Medical Supply Chain
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

This message is intended solely for the designated recipient, which may contain privileged or confidential information and may be subject to confidentiality agreement. Access to this email by any other recipient is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or action taken to be in reliance on its content is prohibited and may be unlawful. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named recipient, except with the express consent of the sender or the named recipient. If you have received this message in error, please notify the sender immediately by reply and destroy this communication.

Subject: Delivery Status Notification (Failure)
Date: Tuesday, September 29, 2009 5:03 PM
From: postmaster@troppitomiller.com
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>

This is an automatically generated Delivery Status Notification.

Delivery to the following recipients failed.

nla@troppitomiller.com

From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "nla@troppitomiller.com" <nla@troppitomiller.com>
Message-ID: <C6E7EDBD.D091%Saml@MedicalSupplyChain.com>
Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No: 5880071597

Subject: Delivery Status Notification (Failure)
Date: Tuesday, September 29, 2009 5:35 PM
From: postmaster@troppitomiller.com
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>

This is an automatically generated Delivery Status Notification.

Delivery to the following recipients failed.

trm@troppitomiller.com

From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "nla@troppitomiller.com" <nla@troppitomiller.com>, "nla@troppitomiller.com" <nla@troppitomiller.com>
Message-ID: <C6E7F4F7.D095%Saml@MedicalSupplyChain.com>
Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No: 5880071597

Tuesday, September 29, 2009 10:51 PM

Subject: Delivery Status Notification (Failure)
Date: Tuesday, September 29, 2009 5:35 PM
From: postmaster@troppitomiller.com
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>

This is an automatically generated Delivery Status Notification.

Delivery to the following recipients failed.

cmt@troppitomiller.com

From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "nla@troppitomiller.com" <nla@troppitomiller.com>,
"nla@troppitomiller.com" <nla@troppitomiller.com>
Message-ID: <C6E7F4F7.D095%Saml@MedicalSupplyChain.com>
Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No:
5880071597

Tuesday, September 29, 2009 10:52 PM

Subject: Delivery Status Notification (Failure)
Date: Tuesday, September 29, 2009 5:36 PM
From: postmaster@troppitomiller.com
To: "Samuel K. Lipari MSC" <Saml@MedicalSupplyChain.com>

This is an automatically generated Delivery Status Notification.

Delivery to the following recipients failed.

nla@troppitomiller.com

From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "nla@troppitomiller.com" <nla@troppitomiller.com>,
"nla@troppitomiller.com" <nla@troppitomiller.com>
Message-ID: <C6E7F4F7.D095%Saml@MedicalSupplyChain.com>
Subject: Wachovia Dealer Service, Inc. Motor Vehicle Loan Account No:
5880071597

Subject: Case # 0916-CV29828 Circuit Court Independence, Mo Division 32
Date: Wednesday, September 30, 2009 12:07 PM
From: Samuel Lipari <Saml@MedicalSupplyLine.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: <cmt@troppitomiller.com>, <trm@troppitomiller.com>, <nla@troppitomiller.com>

Dear Governors, I realize I am the largest employer of defense firms in the State but this is beyond ridicules. Will someone contact this firm and explain their duties as officers of the court. Jezzzz.....

How did this occur the same day I gave notice of this same conduct to Senator McCaskill and the Senate Judiciary?
http://www.medicalsupplychain.com/pdf/Senator%20McCaskill%20September%2029%202009.pdf

Best regards,
Samuel K. Lipari
Medical Supply Chain
803 S. Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

This message is intended solely for the designated recipient, which may contain privileged or confidential information and may be subject to confidentiality agreement. Access to this email by any other recipient is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or action taken to be in reliance on its content is prohibited and may be unlawful. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named recipient, except with the express consent of the sender or the named recipient. If you have received this message in error, please notify the sender immediately by reply and destroy this communication.

Exhibit 56

Medical Supply Chain

Empowering Health Systems,
Optimizing Supply Chain Results!

September 30, 2009

Chris M. Troppito
Tony R. Miller
Nick L. Ackerman
Troppito + Miller, LLC
508 Walnut Street
Kansas City, Missouri 64106

Re: Wachovia Dealer Services, Inc. Account No. 5880071597
Case # 0916-CV29828 Circuit Court Independence, Mo Division 32

Dear Mr. Ackerman, Miller & Troppito:

Before your firm and client Wachovia dealers decided to ignore your duty and disregard my voluntary and complete resolution to this matter dated July 1, 2009 which was forwarded to Wachovia on July 27, 2009 by fax (Exhibit B 3-4) and again be email to your firm on September 3, 2009 (Exhibit B 1-6) in response to your golden rule letter dated August 27, 2009 (Exhibit B 2) you instead chose to participate in the well established and ongoing judicial fraud by omission and continue the interference with me and my Federal and State litigation through a color of law; maybe you should have taken a computer science class before you obtained your law degrees.

Enclosed with my response September 3, 2009, I explained in detail and provided exhibits of evidence how Mr. Bohorst and Mrs. Fisher with Swanson/Midgley used the color of law to complete fraud on the court. To date I have received no response from your firm or client in my effort to voluntarily resolve this issue so my guess is you would rather participate in the ongoing criminal conspiracy that seems to be normal everyday practice for several law firms here in Kansas City. I don't believe your Insurance carrier will be pleased with your decision but then I guess that's why you have the law license.

Before you go deeper with your fraud on the court (by omission of the facts) I must tell you that my email dated September 3rd is sitting on your host server or in the host backup server even tough you have deleted it to avoid acknowledging my response to your golden rule letter dated August 27, 2009 (Exhibit B 2). I assume your decision for your conduct is so that you can file this fraudulent and frivolous litigation. "I told Wachovia and you both I would work with you months ago but again your interest is not to resolve an issue but rather retaliate for you colleagues and friends."

Exhibit 56.1

I also want to bring to your attention the fact that you have blocked delivery of my email address (Exhibit E) to avoid receiving a response and give the court an appearance you did not receive a response. A network delivery failure is not the same as an intentional host server failure (Exhibits F-J), which is why I tried all three email addresses provided on your web site. Cleaver attempt Gentleman, but like I said earlier, you should have taken a forensics computer science class before you decided to commit fraud by omission through electronic commerce.

I told Wachovia yesterday (Exhibit E) I am willing to voluntarily surrender the vehicle the same way I told you I would work with you back on September 3rd. Let me know how you intend to proceed and please serve me your correspondence by email. Saml@MedicalSupplyChain.com or Saml@MedicalSupplyLine.com

Best regards,
S/Samuel K. Lipari
Medical Supply Chain
803 S. Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

CC: by email
Missouri Board of Governors
CC: by personal delivery (clerks office)
The Honorable Judge Robert L. Trout Division 32
The Honorable Senior Judge w Stephen Nixon Division 5
200 S. Main Street 2nd-FL
Independence, Mo 64050-3809

16	08/07/2009	13:09	00:30	15135474100	2/2	OK
17	10/02/2009	11:45	04:00	2216446	28/28	OK

What kind of professional service firm doesn't respond to your mail or make available an email that works? Here is a fax 816-221-6446, maybe this will work? I also ask the Board of Governors to forward my response to you regard this matter.

Samuel K. Lipari
Medical Supply Chain
803 S. Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

Exhibit 56.3

TROPPITO + MILLER, LLC
ATTORNEYS AT LAW

October 5, 2009

Samuel Lipari
3520 NE Akin Blvd., Apt 908
Lees Summit, MO 64064

and

803 South Lake Dr
Independence MO 64053

Wachovia Dealer Services, Inc. Motor Vehicle Loan
Account No.: 5880071597

Dear Mr. Lipari:

As you are aware, we represent Wachovia Dealer Services, Inc. f/k/a WFS Financial, Inc. ("Wachovia"). I received your September 30, 2009 letter via facsimile on October 2, 2009 when I returned to my office on October 5, 2009. In response please find the enclosed documents.

1) A copy of the Retail Installment Agreement and
2)A copy of the pay history for said account.

As the account history demonstrates, the account is not current. Please understand any resolution of this case has required and will require surrender by you of the 2004 Audi A8, VIN WAUML44E84N023747, prior to its repossession. It is my understanding you still have possession of this vehicle. Having responded, we intend to proceed with collection of this account.

- This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,

TROPPITO + MILLER, L.L.C.

Nicholas L. Ackerman, of Counsel

cc: Jorge Torres, Wachovia Dealer Services, Inc.

www.troppitomiller.com

508 Walnut Street (T) 816.221.6006
Kansas City, Missouri 64106 (F) 816.221.6446

Exhibit 56.4

iTop - Transaction History Detail Print

Payment History Details

Customer Name: SAMUEL K LIPARI | **Loan Number:** 5880071597

Print

Posting Date	Transaction Description	Transaction Amount	Next Due Date	Principal	Interest	CPI	CPI Interest	Late Charges	Other Charges	Unapplied Amount	CPI Balance	Principal Balance	Payment Variance
09/30/2009	LATE CHARGE ADDED	($25.00)		-	-	-	-	($25.00)	-	-	-	-	-
09/29/2009	LEGAL FEES	($50.00)	06/15/2009	-	-	-	-	-	-	-	-	$28,976.90	-
08/31/2009	LATE CHARGE ADDED	($25.00)		-	-	-	-	($25.00)	-	-	-	-	-
07/30/2009	LATE CHARGE ADDED	($25.00)		-	-	-	-	($25.00)	-	-	-	-	-
07/22/2009	PMT REVERSAL - ELECTRONIC - RETURN ITEM	($1,521.60)	06/15/2009	($551.37)	($910.23)	-	-	($50.00)	($10.00)	-	-	$28,976.90	$12.50
07/14/2009	DIRECTDEBIT PAYMENT	$1,521.60	08/15/2009	$551.37	$910.23	-	-	$50.00	$10.00	-	-	$28,425.53	($37.56)
06/30/2009	LATE CHARGE ADDED	($25.00)		-	-	-	-	($25.00)	-	-	-	-	-
06/30/2009	DIRECTDEBIT PAYMENT	$778.34	06/15/2009	-	$758.34	-	-	-	$20.00	-	-	$28,976.90	$12.50
05/30/2009	LATE CHARGE ADDED	($25.00)		-	-	-	-	($25.00)	-	-	-	-	-
04/27/2009	DIRECTDEBIT PAYMENT	$10.00	05/15/2009	-	$10.00	-	-	-	-	-	-	$28,976.90	$10.00
04/27/2009	1 MO DIRECTDEBIT DEFERMENT	-	05/15/2009	-	-	-	-	-	-	-	-	$28,976.90	-
04/27/2009	DIRECTDEBIT DEFERMENT INTEREST	$25.00	05/15/2009	-	$25.00	-	-	-	-	-	-	$28,976.90	-
03/23/2009	WEB DIRECTDEBIT PAYMENT	$755.84	04/15/2009	$253.97	$501.87	-	-	-	-	-	-	$28,976.90	-
02/18/2009	WEB DIRECTDEBIT PAYMENT	$755.84	03/15/2009	$370.81	$385.03	-	-	-	-	-	-	$29,230.87	-
01/24/2009	WEB DIRECTDEBIT PAYMENT	$755.84	02/15/2009	$243.85	$511.99	-	-	-	-	-	-	$29,601.68	-
12/22/2008	DIRECTDEBIT PAYMENT	$765.84	01/15/2009	$317.64	$438.20	-	-	-	$10.00	-	-	$29,845.53	-
11/24/2008	WEB DIRECTDEBIT PAYMENT	$755.84	12/15/2008	$219.85	$535.99	-	-	-	-	-	-	$30,163.17	-
10/21/2008	WEB DIRECTDEBIT PAYMENT	$755.84	11/15/2008	$341.36	$414.48	-	-	-	-	-	-	$30,383.02	-
09/25/2008	WEB DIRECTDEBIT PAYMENT	$755.84	10/15/2008	$257.51	$498.33	-	-	-	-	-	-	$30,724.38	-
08/25/2008	WEB DIRECTDEBIT PAYMENT	$755.84	09/15/2008	$221.57	$534.27	-	-	-	-	-	-	$30,981.89	-
07/23/2008	WEB DIRECTDEBIT PAYMENT	$755.84	08/15/2008	$298.19	$457.65	-	-	-	-	-	-	$31,203.46	-
06/25/2008	IVR DIRECTDEBIT PAYMENT	$761.84	07/15/2008	$180.50	$575.34	-	-	-	$6.00	-	-	$31,501.65	-
05/21/2008	DIRECTDEBIT PAYMENT	$761.84	06/15/2008	$274.99	$480.85	-	-	-	$6.00	-	-	$31,682.15	-
04/22/2008	IVR DIRECTDEBIT PAYMENT	$761.84	05/15/2008	$129.86	$625.98	-	-	-	$6.00	-	-	$31,957.14	-
03/31/2008	IVR DIRECTDEBIT PAYMENT	$761.84	04/15/2008	-	$755.84	-	-	-	$6.00	-	-	$32,087.00	-
02/04/2008	NEW LOAN	($32,087.00)	03/15/2008	($32,087.00)	-	-	-	-	-	-	-	$32,087.00	-

Close Window

TRANSMISSION VERIFICATION REPORT

TIME : 10/06/2009 13:35
NAME : EXCEL OFFICE SUPPLY
FAX : 8164213909
TEL : 8164213191
SER.# : 000K7N238904

DATE,TIME	10/06 13:27
FAX NO./NAME	9133383402
DURATION	00:07:03
PAGE(S)	28
RESULT	OK
MODE	STANDARD ECM

Exhibit 56.5

Medical Supply Chain

Empowering Health Systems,
Optimizing Supply Chain Results

October 7, 2009

Troppito + Miller, LLC – 816.221.6446 fax
Chris M. Troppito
Tony R. Miller
Nick L. Ackerman
508 Walnut Street
Kansas City, Missouri 64106

Wachovia Dealers Services, Inc.
Jorge Torres – 913.338.3402 fax

Re: Wachovia Dealer Services, Inc. Account No. 5880071597
Case # 0916-CV29828 Circuit Court Independence, Mo Division 32

Dear Mr. Ackerman, Miller & Troppito; Mr. Jorge Torres Wachovia Dealers Services;

I am in receipt of your letter dated October 5, 2009 referring to 1) a copy of the retail agreement and 2) a copy of my payment history.

I do not have issue to my agreement with Wachovia Dealers Service and have never made reference or questioned that agreement and payment history, so I question why you make reference, if non other than to avoid (omit) your firm and your clients fiduciary responsibility on the real issues brought to your attention back in July 2009.

My issue is with Wachovia Dealers Service and your firm as explained in my notice and correspondence faxed to Wachovia July 27, 2009 (five days following "Bank of The West" returning my payment and continuing to participate in the illegal scheme which was and is instructed (command and control) through public officials of Federal and State agencies and is well documented throughout my notices to the Missouri board of governors, your firm and Wachovia Dealer Services (Jorge Torres 913.905.6413). Wachovia Dealer Services (Jorge Torres) and your firm never once responded or contacted me regarding my corresponding notice of July 27, 2009 because your firm and Wachovia Dealer Services were instructed by public officials of Federal and State agencies to continue the racketeering scheme and interfere (obstruct) with my ability to prosecute my antitrust and racketeering claims.
http://www.medicalsupplychain.com/pdf/Lipari%20v%20GE%20et%20al%20Federal.pdf

What I am asking your firm and Wachovia Dealers as a subsidiary or division of Wells Fargo Bank, and a jury will want to know, is why would Wachovia (Jorge Torres) totally ignore its fiduciary responsibility to its shareholders and US tax payers (TARP funds recipient) and refuse my offer for a complete and total resolution including any penalty and interest when my offer is guaranteed by law and upheld in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007)?

Exhibit 56.6

The next question I am asking your firm and Wachovia Dealers as a subsidiary or division of Wells Fargo Bank, and a jury will want to know, is why would Wachovia (Jorge Torres) totally ignore its fiduciary responsibility to its shareholders and tax payers (TARP funds recipient) and not offer a working resolution or respond with an offer as you normally would to any other customer who fell on hardship (due to federal and state agencies interference) and who had made payments on time and without incident since the agreement was made?

The next question I am asking your firm and Wachovia Dealers as a subsidiary or division of Wells Fargo Bank, and a jury will want to know, is why would Wachovia (Jorge Torres) totally ignore its fiduciary responsibility to its shareholders and tax payers (TARP funds recipient) and not follow up in writing as presented over the phone its offer to wipe my credit clean and eliminate any liability resulting from my voluntary forfeiture of the vehicle?

For you convince I have provided the following link for all supporting documentation and evidentiary exhibits. http://www.medicalsupplychain.com/pdf/Wachovia%20Response.pdf

Let me know how your firm, Wachovia Dealer Services, Wells Fargo Bank and your respective Insurance companies plan to resolve these issues prior to my adding your conduct to my ongoing antitrust and racketeering claims. Please serve your response to me by email at the follow addresses. Saml@MedicalSupplyChain.com or Saml@MedicalSupplyLine.com

Best regards,
S/Samuel K. Lipari
Medical Supply Chain
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

CC: by email
Missouri Board of Governors

Subject: More of the same ignorance and stupidity:
Date: Wednesday, October 7, 2009 12:56 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

I thought the The Supreme Court Chief Justice William Ray Price Jr. did a great job

http://www.courts.mo.gov/pressrel.nsf/fa1bcbaea6d7c117862567670079a321/1015cf6550cb1a578625763b007250be?OpenDocument

unfortunately some of the attorneys must have been sleeping during his conference. Where is my representation and justice? Please see attached!

Samuel K. Lipari
Medical Supply Chain
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

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Exhibit 57



October 7, 2009

Troppito + Miller, LLC – 816.221.6446 fax
Chris M. Troppito
Tony R. Miller
Nick L. Ackerman
508 Walnut Street
Kansas City, Missouri 64106

Wachovia Dealers Services, Inc.
Jorge Torres – 913.338.3402 fax

Re: Wachovia Dealer Services, Inc. Account No. 5880071597
Case # 0916-CV29828 Circuit Court Independence, Mo Division 32

Dear Mr. Ackerman, Miller & Troppito; Mr. Jorge Torres Wachovia Dealers Services;

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My issue is with Wachovia Dealers Service and your firm as explained in my notice and correspondence faxed to Wachovia July 27, 2009 (five days following "Bank of The West" returning my payment and continuing to participate in the illegal scheme which was and is instructed (command and control) through public officials of Federal and State agencies and is well documented throughout my notices to the Missouri board of governors, your firm and Wachovia Dealer Services (Jorge Torres 913.905.6413). Wachovia Dealer Services (Jorge Torres) and your firm never once responded or contacted me regarding my corresponding notice of July 27, 2009 because your firm and Wachovia Dealer Services were instructed by public officials of Federal and State agencies to continue the racketeering scheme and interfere (obstruct) with my ability to prosecute my antitrust and racketeering claims.
http://www.medicalsupplychain.com/pdf/Lipari%20v%20GE%20et%20al%20Federal.pdf

What I am asking your firm and Wachovia Dealers as a subsidiary or division of Wells Fargo Bank, and a jury will want to know, is why would Wachovia (Jorge Torres) totally ignore its fiduciary responsibility to its shareholders and US tax payers (TARP funds recipient) and refuse my offer for a complete and total resolution including any penalty and interest when my offer is guaranteed by law and upheld in *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007)?

Exhibit 57.1

Subject: 0916-CV22818
Date: Thursday, October 8, 2009 3:46 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>
Cc: <AHC@oa.mo.gov>

This is becoming Missouri's comedy hour and directly reflects your inability as governors to manage the matters of this state and the officers of your courts. On numerous occasions I have sent all of you and the court with undisputable evidence and exhibits of the frauds committed to obtain this judgment yet your members continue to perpetuate this fraud.

Executing a garnishment on a judgment, knowingly obtained through fraud, when all of you were just instructed on the 24th by the Supreme Court Chief Justice to clean up your conduct. Does it look like your cleaning it up, all of you must be signing off on this conduct because it continues without hesitation? Its laughable!

cc: Senator Claire McCaskill

Samuel K. Lipari
Medical Supply Chain
803 S. Lake Drive
Independence, Missouri 64053
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

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Exhibit 58

FILED
DIVISION
AUG 19 2009
CIRCUIT COURT OF JACKSON COUNTY, MO
By
JUDICIAL ADMINISTRATIVE ASSISTANT

From The Desk of Samuel K. Lipari

August 3rd, 2009

Re: CV22818 Circuit Court Jackson County Missouri (Kansas City)

Reference: Missouri 16th Circuit Court Independence Lipari v. Novation 0816-04217
Missouri Western District Federal Court Lipari v. GE 07-0849

Swanson/Midgley LLC
Christopher Barhorst Bar#38944
4600 Madison Suites 1100
Kansas City, MO 64112

Dear Mr. Christopher Barhorst:

I received service on August 1st 2009 so I will be voluntarily forfeiting my rights to contest the eviction of my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 because of your repeated frauds on the Jackson County court listed and documented as attachment Exhibits. Vacating my residence at 3520 NE Akin Rd. Suite 918 Lee's Summit Missouri 64064 so that I can seek damages under Missouri Law.

The attached documents demonstrate incontrovertibly your filings are fraudulent, that you and your firm have failed to exercise even a modicum of the diligence required having both inconsistencies in the amounts claimed and misrepresentations of dates you have attested notice was given to me by your firm that reveal on their face were back dated. Furthermore, the action to which I was never noticed was accelerated through further fraud on the court:

A) Christopher Barhorst Mo. lic# 38944 back dated the golden rule letter of July 22, 2009 (exb.1) that was postmarked July 27, 2009 and not received by defendant until July 28, 2009 (exb.2).
B) Christopher Barhorst Mo. lic# 38944 demanded defendant had 30-days to respond (exb.1) but instead took immediate action to harm and target defendant on July 24, 2009 (exb.3, exb.6, exb.7, exb.8) 3-days before noticed was mailed to defendant July 27, 2009 (exb.2).
C) Christopher Barhorst Mo. lic# 38944 altered the amount of claim on the notice July 22, 2009 from $1,183.96 (exb.1) to $1,054.96 on July 24, 2009 (exb.8 #4) showing the action was filed before demand or notice was given to defendant.
D) Christopher Barhorst Mo. lic# 38944 filed a motion to post on July 22, 2009 (exb.6) Motion For Order To Post but waited for the OK to actually file the action on Friday July 24, 2009 at 4:53 pm (exb.6).
E) Christopher Barhorst Mo. lic# 38944 caused the hearing date to be accelerated through ex parte communications with the court after the action was filed Friday afternoon July 24, 2009 at 4:53 pm. The Docket hearing was accelerated 30 days from 9/18/09 to 8/19/09 on July 27, 2009 (exb.3) with no notice or motion from the clerk or your firm was filed or provided to the defendant (exb.3)

Your firm and client provided me no notice prior to filing your action and I was not yet 30 days late on my rent.

Obviously from your misrepresentations to Jackson County Court and your unusually egregious violations of Missouri State Law you, your office and client have the intent to injure my credit record in furtherance of Lee's Summit's police's joint task force participation in the Novation LLC

cartel (St. Luke's Hospital System) and in retaliation for my seeking forms to assist my obtaining records under FOIA from the Kansas City, Missouri FBI Field Office on July 22nd 2009.

You and your client clearly had enough information of the other cartel members' scheme including that of individual Lee's Summit police officers to be liable as a latecomer for the actions of the cartel once you chose as the agent of your client to violate Missouri landlord tenant laws and commit frauds on Jackson County court in furtherance of the Novation LLC (St. Luke's Hospital System) scheme.

To see the cartel continuing their obstruction of justice for eight years (currently in Federal and State court for the same conduct) against me and my business now through you and the other coordinated and temporally related misconduct that also occurred after my visit to the FBI, shows that attempting to assert my rights in the Jackson County Court eviction case you have initiated and have facially committed frauds in would be futile.

Please recognize your professional responsibility to advise your client to protect all record of communication with all parties (Federal, State and City agencies) including cellular phone billing logs and email pertaining to your conduct:

1) Payment History for Samuel K. Lipari
2) Tenants that had suite field against them on July 24th 2009
3) Tenants sued that were 22 days delinquent in the past 8 months
4) Occupancy/vacancy ratio for the past 8 months
5) Any Compensation from Federal, State or City agencies in the past 8 months
6) Plot layout of tenants employed by Federal, State or City law enforcement
7) Who instructed you or your Firm to file suite on July 24th 2009
8) Names and times documents were authored, reviewed mailed or filed
9) Name of Clerk or Court officials who assisted with court filing

I caution you not to destroy records or discuss with others ways of further obstructing justice or further interfering with my business, witnesses to my investigation or existing Federal and State litigations.

Sincerely

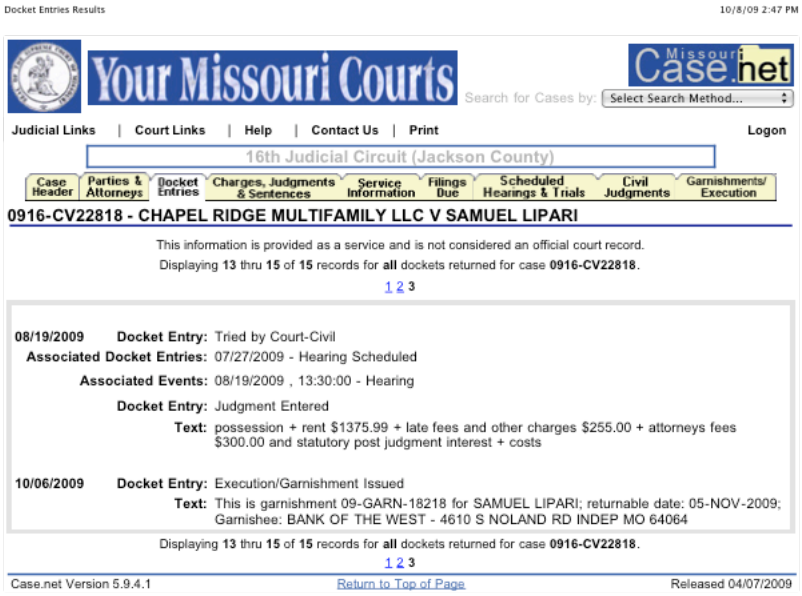


S/Samuel K. Lipari
3520 Akin Boulevard #918
Lee's Summit, Mo 64064-7910
Phone: 816.365.1306

Cc:
Mr. Eric Holder Jr.
U.S. Department of Justice, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001
Mr. Robert Muller
Federal Bureau of Investigation, J. Edgar Hoover, 935 Pennsylvania Avenue, NW Washington, DC 20535-0001
FBI Field Office
1300 Summit St Kansas City, MO 64105-1363
The Honorable Judge Charles L. Stitt
415 East 12th Street Kansas City, MO 64106
Teresa Williams - City Attorney

220 SE Green St Lees Summit, MO 64063-2706
Stephen Arbo - City Manager
220 SE Green St Lees Summit, MO 64063-2706
Scott Sperry
751 NE Anderson LN Lee's Summit, MO 64064
Grant A. Ramsey
9223 Ward Parkway Suite 125 Kansas City, MO 64114
Chapel Ridge Multifamily LLC
3460 NE Lee's Summit, MO 64064

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16th Judicial Circuit (Jackson County)

Case Header | Parties & Attorneys | Docket Entries | Charges, Judgments & Sentences | Service Information | Filings Due | Scheduled Hearings & Trials | Civil Judgments | Garnishments/ Execution

0916-CV22818 - CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

This information is provided as a service and is not considered an official court record.

Displaying **13** thru **15** of **15** records for **all** dockets returned for case **0916-CV22818**.

1 2 3

08/19/2009 **Docket Entry:** Tried by Court-Civil
Associated Docket Entries: 07/27/2009 - Hearing Scheduled
Associated Events: 08/19/2009 , 13:30:00 - Hearing
Docket Entry: Judgment Entered
Text: possession + rent $1375.99 + late fees and other charges $255.00 + attorneys fees $300.00 and statutory post judgment interest + costs

10/06/2009 **Docket Entry:** Execution/Garnishment Issued
Text: This is garnishment 09-GARN-18218 for SAMUEL LIPARI; returnable date: 05-NOV-2009; Garnishee: BANK OF THE WEST - 4610 S NOLAND RD INDEP MO 64064

Displaying **13** thru **15** of **15** records for **all** dockets returned for case **0916-CV22818**.

1 2 3

Case.net Version 5.9.4.1 Return to Top of Page Released 04/07/2009

https://www.courts.mo.gov/casenet/cases/searchDockets.do Page 1 of 1

Exhibit 58.2

Subject: Missouri Journalists and Governors:
Date: Thursday, October 29, 2009 2:29 PM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: "Bay, William R." <wbay@thompsoncoburn.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, Chazen Friedman <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gilroy, Tracy Hunsaker" <gilroyth@aol.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <rhalliburton@lawmo.org>, "Harris, Jr., Charlie J" <charlie@sbhlaw.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Hon. David Lee Vincent" <david.vincent@courts.mo.gov>, "Hon. John F. Kintz," <john.kintz@courts.mo.gov>, "Hon. Richard C. Bresnahan" <rcbres@msn.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Lasley, William J." <bill-lasley@sbcglobal.net>, "Maune, Jr., Neil F." <nfmaune@socket.net>, "Mitchell, Max E." <max@maxmitchell.org>, "Mocherman, Matthew M." <mattm@bradshawsteele.com>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Walther, H. A. \"Skip\"" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

Dear Governors and Journalists, I guess it doesn't matter how many Missourian's die yearly or how many judges and public officials step down, you continue to sit idle while your colleagues continue to compound federal and state liability under the precedent *Limone v. U.S.*, 497 F.Supp.2d 143 at pgs. 231-243 (D. Mass., 2007) that our respective public agencies were negligent in failing to adequately train its officials.

I have sent both of you volumes of evidence as well as provided the actual events and cases where the specific criminal conduct of fraud and obstruction have occurred. Our Missouri Chief Supreme Court Justice validated my complaints of conduct that I have already provided you.
http://www.courts.mo.gov/pressrel.nsf/bb9fda2a04f10ca8862565ec0067d206/1015cf6550cb1a578625763b007250be?

Both of the following cases were filed based on fraudulent assertions, obstruction of justice and violations of the actual statutes presented as the bases for the actions themselves.

Case # 0916-CV29828 WACHOVIA DEALER SERVICES INC V SAMUEL K LIPARI
Case # 0916-CV22818 CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

Exhibit 59

This is the exact conduct Chief Supreme Court Justice addressed at the Board of Governors annual meeting in St Louis, Mo September 24, 2009.

How many more careers need to be destroyed before our laws are enforced? This article is a direct result of your inability as journalist and governors to expose the ongoing misconduct of our public officials:

http://www.opednews.com/articles/Senate-Majority-Leader-Har-by-MSC2007-091026-39.htm

Cc: Missouri Publications

Samuel K. Lipari
Medical Supply Chain
Saml@MedicalSupplyChain.com
http://www.MedicalSupplyChain.com/news.htm

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Subject: Federal and State RICO for Missouri Public Officials:
Date: Wednesday, November 11, 2009 11:36 AM
From: Samuel Lipari <Saml@MedicalSupplyChain.com>
To: <marques.white@wibw.com>, "Bergmanis, Erik A." <ebergmanis@ozarklawcenter.com>, "Bough, Stephen R." <stephen@boughlawfirm.com>, "Bradlet, Suzanne B." <sbradley@polsinelli.com>, "Brady, P. John" <jbrjbrady@polsinelli.com>, "Bresnahan, Hon. Richard C." <rcbres@msn.com>, "Burke, Thomas M." <tburke@hullverson.com>, "Casey, Thomas J." <tjc@caseydevoti.com>, "Chazen Friedman, Carol" <ccfriedman@ccfriedmanlaw.com>, "Comley, Mark W." <comleym@ncrpc.com>, "Curles, Hon. Charles" <charles.curless@courts.mo.gov>, "Cutler, Dana Tippin" <dtcutler@tippinlawfirm.com>, "Francka, Brian" <bfrancka@srfblaw.com>, "Frank, Genevieve M." <genfrank@aol.com>, "Gallas, Alan B." <agallas@gallas-schultz.com>, "Gunn, John R." <jgunn@thegunnlawfirm.com>, "Halliburton, Richard F" <Richard.Halliburton@yahoo.com>, "Henry, Paul G." <pghenry@denlow.com>, "Hershewe, Edward J." <ed.hershewe@h-law.com>, "Igoe, Jr., Vincent F" <vigoe@withersbrant.com>, "Johnston, John S." <jjohnston@shb.com >, "Joyce, Jennifer M." <joycej@stlouiscao.org>, "Kenyon, Marie A." <kenyonm@slu.edu>, "Kintz, Hon. John F." <john.kintz@courts.mo.gov>, "Maune, Jr., Neil F. F." <nfmaune@socket.net>, "Mitchell, Karen King" <karen.mitchell@courts.mo.gov>, "Mitchell, Max E." <max@maxmitchell.org>, "Mogab, Nancy R." <nrmogab@birch.net>, "Neil, Hon. Mark H." <mark.neill@courts.mo.gov>, "Noland, Douglass F." <doug@nolandlawfirm.com>, "Phillips, Megan E." <mphillips@swbell.net>, "Reeves, W. Edward" <ereeves@semo.net>, "Rice lll, Joe P. lll" <jrice@capelawfirm.com>, "Roubal, Brett W." <broubal@blmhpc.com>, "Scott, Deanna K." <deanna.scott@lsosm.org>, "Seidel, Allan D." <allan_mshlaw@sbcglobal.net>, "Sexton, Patricia A." <psexton@polsinelli.com>, "Shelton, Reuben A." <reuben.a.shelton@monsanto.com>, "Simpson, Walter R." <wrsimpson@ssfs.com>, "Squibb, Wallace S." <wsquibb@squibblaw.com>, "Starke, Patrick B." <patstarke@msn.com>, "Vincent, Hon. David Lee" <david.vincent@courts.mo.gov>, "Vogel, Lynn Ann" <lawvogel@argos-stl.com>, "Walther, H. A. (Skip)" <skip@wasf-law.com>, "Williams, Raymond E." <rwilliams@centurytel.net>, "Wulff, Eric Joseph" <ewulff@501Lawfirm.com>

http://www.wibw.com/localnews/headlines/69625697.html

Dear Governors, the link above is the same criminal misconduct that Missouri Board of Governors, State of Missouri Representatives and our Missouri Courts continue to participate in and cover up to protect Missouri and Kansas public officials.

The cover up is exactly why my life was threatened and family targeted by the FBI field office in Kansas City for making a FOIA request July 22, 2009. Years ago my Attorney Bret D. Landrith was maliciously disbarred through fraud (listen to the record: http://judicial.kscourts.org:7780/Archive/2005%20court%20hearings/Oct/94,333.mp3) by Kansas and Missouri officials for representing Medical Supply Chain (Samuel Lipari), David Martin Price (Baby C) and James Bolden (Blatant Civil Rights Violations).

Missouri Board of Governors and Missouri Federal and State courts continue to participate in this criminal enterprise and ongoing cover up of fraudulent prosecutions and retaliation.

Case # 0916-CV29828 WACHOVIA DEALER SERVICES INC V SAMUEL K LIPARI

Exhibit 60

Case # 0916-CV22818 CHAPEL RIDGE MULTIFAMILY LLC V SAMUEL LIPARI

Missouri Board of Governors, Senator McCaskill and Mrs. Carnahan will soon be showcased along with several other co-conspirators not named as defendants in my newest RICO petition (attached) outlining subsequent and the continued endorsement of criminal misconduct.

The following link is the first RICO complaint on appeal http://www.medicalsupplychain.com/pdf/Lipari%20v%20GE%20et%20al%20Federal.pdf that your Chief Supreme Court Justice validated September 24th, 2009 http://www.courts.mo.gov/pressrel.nsf/bb9fda2a04f10ca8862565ec0067d206/1015cf6550cb1a578625763b007250be?

The evidence is overwhelming so I look forward to your response as to why you and your state and federal officials continue to target and retaliate against me my associates and family. S~

Samuel K. Lipari
Medical Supply Chain
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Independence, Missouri 64053
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http://www.MedicalSupplyChain.com/news.htm

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IN THE STATE OF MISSOURI
JACKSON COUNTY SIXTEENTH CIRCUIT COURT

SAMUEL K. LIPARI	)
	)
Plaintiff	)
	)
vs.	)
	)
CHAPEL RIDGE MULTIFAMILY LLC ,	)
SWANSON MIDGLEY LLC	)
CHRISTOPHER BARHORST	)
HOLLY L. FISHER	)
REGUS PLC	)
REGUS MANGEMENT GROUP LLC	)
LIANNE ZELLMER	)
WELLS FARGO	)
WACHOVIA DEALER SERVICES INC.	)
TROPPITO & MILLER LLC	)
CHRIS M. TROPPITO	)
NICHOLAS L. ACKERMAN	)
TONY R. MILLER	)

PETITION

Pursuant to 16th Circuit Court of Jackson County Missouri local rule 3.2, the plaintiff lists the names address and contact information if known for the parties and registered agents for service of process by the Jackson County Sheriff:

Parties

Plaintiff :

SAMUEL K. LIPARI, 803 S. Lake Drive, Independence, Missouri 64053 saml@medicalsupplychain.com

Defendants:

1. CHAPEL RIDGE MULTIFAMILY LLC; 3460 NE Akin Boulevard
Lees Summit, MO 64064

2. SWANSON MIDGLEY LLC; Plaza West Building,4600 Madison Avenue, Suite 1100
Kansas City, Missouri 64112

3. BARHORST , CHRISTOPHER; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100

4. FISHER, HOLLY L.; 4600 Madison Ste 1100, Kansas City, MO 64112; (816) 842-6100