

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
KANSAS CITY, MISSOURI

SAMUEL K. LIPARI)
(Assignee of Dissolved)
Medical Supply Chain, Inc.)
Plaintiff) **Case No. 07-0849-CV-W-FJG**
)
vs.)
)
GENERAL ELECTRIC COMPANY,)
GENERAL ELECTRIC CAPITAL)
BUSINESS ASSET FUNDING CORPORATION,)
GE TRANSPORTATION SYSTEMS)
GLOBAL SIGNALING, L.L.C.) **Jury Requested**
JEFFREY R. IMMELT)
SEYFARTH SHAW LLP)
STEWART FOSTER)
HEARTLAND FINANCIAL GROUP, Inc.)
CHRISTOPHER M. MCDANIEL)
BRADLEY J. SCHLOZMAN)
Defendants)

COMPLAINT

Samuel K. Lipari
Plaintiff
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Pro se

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COMPLAINT

Comes now the petitioner, Samuel K. Lipari in his role as sole assignee of all interests of the dissolved Missouri Corporation Medical Supply Chain, Inc. where he was the founder and chief executive officer and appears *pro se*.

I. Jurisdiction

1. This court has federal question jurisdiction under 28 U.S.C. § 1331.
2. This court has jurisdiction over 18 U.S.C. § 1962 *et seq.* (“RICO”) claims.
3. This court has jurisdiction over questions of Missouri common law in real estate purchase contracts raised in a timely manner by a plaintiff that has never slept on his rights in supplemental jurisdiction pursuant to 28 U.S.C. § 1367.
4. This court has jurisdiction over Missouri common law interference with contract claims.

II. Venue

5. The plaintiff makes a complaint claiming a state common law cause of action over a breached real estate contract on property located in Jackson County, Missouri.
6. The plaintiff’s complaint is against defendants that regularly do business in Jackson County, owned or controlled real property in Jackson County or resided in Jackson County, Missouri.
7. Venue is proper in this court under 28 U.S.C. § 1391(b) and (c) and 18 U.S.C. § 1965(a) and (b).

III. Procedural History

8. Plaintiff brought this claim under state law in a federal action in the US District Court for Kansas (*Medical Supply Chain, Inc. v. General Electric Company, et al.*, case number 03-2324-CM) within a week of the June 15, 2003 breach. The trial court dismissed the plaintiff’s federal antitrust-based claims and expressly dismissed the plaintiff’s state law claims without prejudice stating

GE's requests for sanctions was inappropriate where the plaintiff's contract claims could have merit.

9. The Tenth Circuit upheld the trial court's express dismissal without prejudice of the state law claims but reversed the trial court's ruling at law on whether sanctions could be awarded against a party for some claims in a complaint that also contained non frivolous claims.

10. The GE defendants threatened to bring sanctions after remand and to take the plaintiff's counsel's house if all claims including the non-frivolous state claims were not dropped.

11. The plaintiff demonstrated that the sanction order was in contradiction to clearly established Tenth Circuit authority applying to General Electric's CEO Jeffrey R. Immelt's individual liability under antitrust law and if sanctions were issued they would be a trespass at law.

12. The plaintiff sought to have claims against the defendants added to a related antitrust action *Medical Supply Chain, Inc. v. Neoforma, et al.*, Case No. 05-0210-CV-W-ODS; first through combination with the remanded case against the GE defendants and then through raising new federal claims against the GE defendants on September 15th, 2005 in the related antitrust action but was unsuccessful.

13. The trial court ordered the federal claims against the Neoforma defendants dismissed and again expressly declined to exercise jurisdiction over the state claims on March 7th, 2006.

IV. PARTIES

14. Samuel K. Lipari was Chief executive officer of the Missouri Corporation Medical Supply Chain, Inc.

15. Medical Supply Chain, Inc. was dissolved by Samuel K. Lipari on January 27th, 2006.

16. Samuel K. Lipari is the sole assignee of the dissolved corporation Medical Supply Chain, Inc. under the Missouri Corporation's chapter of the revised state statutes.

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

18. General Electric Capital Business Asset Funding Corporation, (herein "GE CAPITAL")
Missouri registered agent: The Company Corporation 120 South Central Avenue
Clayton, Mo 63105.
19. 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.
20. 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.
21. Seyfarth Shaw LLP, is an Illinois limited partnership located at 131 S. Dearborn Street, Suite 2400, Chicago, Illinois 60603-5577
22. Stewart Foster is a citizen of Missouri residing at 9700 Keystone Dr. Lee's Summit, MO 64086
23. Heartland Financial Group, Inc. ("Heartland Financial") is a Missouri corporation located at 1600 N.E. Coronado Drive in Blue Springs, MO 64015. Registered agent: BLT SERVICES, INC., 1220 Washington, Suite 300, Kansas City MO 64105.
24. Christopher M. McDaniel, chief officer of Heartland Financial Group, Inc. is a Missouri citizen and resides at 751 NE Anderson Lane, Lee's Summit, MO 64064
25. Bradley J. Schlozman, a private Kansas citizen in his capacity as an agent of the Republican National Committee and the Kansas Republican Party and is believed to currently reside in Wichita, Kansas.

V.INTRODUCTION

26. 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.

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

28. 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.

29. Both the GE entities and Medical Supply partially performed the terms of the contract. GE caused the breach of the contracts when GE Medical and the electronic hospital supply marketplace GHX LLC created by GE interfered to prevent Medical Supply from getting capitalization through the contract to enter the hospital supply marketplace. GHX, GE and GE Medical are openly part of an unlawful hospital supply cartel with Novation LLC that had previously prevented Medical Supply from capitalizing its entry into the hospital supply market.

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

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

32. Jeffrey R. Immelt, the former president of GE medical, Inc. knew he had succeeded Jack Welch as CEO of General Electric because GE’s hospital supply business units had successfully

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

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

34. 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. The dismissal was accomplished through the hostile climate in the court created *ex parte* by GE's legal representatives and Mark A. Olthoff, Steven D. Ruse, James P. O'Hara of the law firm Shughart Thomson & Kilroy, all representing Immelt's cartel co-conspirators and the cartel feared Immelt's deception would be discovered.

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

the Western District of Missouri.

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

37. The two unusual opinions and the facts in the petitioner's case *Medical Supply Chain, Inc. v. Neoforma, et al.*, Case No. 05-0210-CV-W-ODS in which the petitioner was again subjected to the same misconduct and worse, starting with the GE defendants' misrepresentations to Hon. Judge Ortrie D. Smith of the Western District court through John K. Power and the cartel's common defense controlled by Immelt in order to fraudulently transfer the action to Kansas "in the interest of justice" caused the Tenth Circuit on the petitioner's information and belief to conduct a second internal investigation among law clerks in the Denver court following an earlier investigation directed at Magistrate James P. O'Hara led the Tenth Circuit to conclude that the counter appeal had been an abuse of process. This resulted in the unusual trial court order stating the Tenth Circuit had directed Hon. Judge Carlos Murguia to order Jeffrey R. Immelt by name to personally file for the sanctions Immelt had succeeded in appealing but had not pursued in the year following remand. Immelt declined to appear or resubmit himself to the jurisdiction of the court and directed a letter be sent on his behalf by his personal counsel Jonathan I. Gleklen.

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

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

40. 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.

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

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

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

44. Realizing the defendants had again openly and notoriously committed fraud on the 16th Circuit, Missouri court, the day after the petitioner's settlement offer to Jeffrey R. Immelt expired, Hon. Judge Michael W. Manners granted the petitioner leave to amend his complaint to include the following racketeering and racketeering conspiracy based claims against the defendants that occurred subsequent to previous litigation with the requisite specificity to meet the current federal RICO pleading requirements and RICO conspiracy averment requirements in light of *Bell Atlantic v. Twombly*, No. 05-1126, 2007 WL1461066 (May 21, 2007) determination that Sherman Act conspiracy on which RICO is based requires more than notice pleading.

VI. STATEMENT OF FACTS

45. 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.

A. 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

46. 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.

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

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

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

50. 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.

51. 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.

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

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

54. 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.

55. 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.

56. 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.

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

58. 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.

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

60. 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.

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

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

63. 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.

64. 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.

65. 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.

66. 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.

67. Each of the banks indicated a willingness 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.

68. 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.

69. 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.

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

71. 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.

72. 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.

1. Offer

73. 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

2. Oral Acceptance Affirming Meeting of the Minds

74. 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.

3. Verification, A Writing Meeting Statute of Frauds

75. 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”

4. Conduct Consistent With Contract

76. 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.

77. 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.

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

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

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

81. 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.

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

83. 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.

84. 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.

5. Conduct Suggesting Repudiation

85. 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.

86. 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.

87. 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.

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

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

90. 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.

91. 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.

92. 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.

93. 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.

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

95. 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.

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

97. 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.

98. "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

99. The petitioner attempting to obtain capital inputs a third time to enter the hospital supply market through a Chicago Illinois financier named Michael W. Lynch was stopped again by the

GE defendants. Hon. Judge Eugene R. Wedoff, the Chief Bankruptcy Judge of the Northern District of Illinois has revealed to the Federal Bureau of Investigation the defendants' widespread use of offshore funds in the continuation of a "Greyford" racketeering enterprise effecting the outcomes of federal court cases in several states where General Electric's interest in a cartel member's monopoly market share is at stake. The evidence shows GE Capital, a defendant in this case and its financial client Alcoa furthered General Electric's interests by influencing the outcome of any action threatening General Electric's monopolies or actions to retaliate against witnesses who threatened General Electric's monopolies.

100. 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.

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

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

102. 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.

103. On January 29, 2004, March 4, 2004, April 2, 2004 US Bancorp's counsel, Nicholas A.J. Vlietstra and Piper Jaffray's counsel Reed coordinated their appeal (10th C.C.A. 03-3342) with the GE defense. The GE defendants included the action against the US BANCORP defendants and Unknown Healthcare Provider as a related appellate case in (10th C.C.A. 04-3075) and used the US BANCORP order as a basis for a cross appeal (10th C.C.A. 04-3102) challenging the failure of the trial court to grant sanctions against Medical Supply. The GE Defendants decided to rely on the continuing efforts to illegally influence the Kansas District Court and Tenth Circuit Court of Appeals to uphold the trial court's erroneous ruling. The cartel also renewed their efforts to have Medical Supply's sole counsel disbarred, knowing that an extensive search for counsel by Medical Supply had resulted in 100% of the contacted firms being conflicted out and actually effected a frenzy of disbarment attempts against Medical Supply's counsel in the period from December 14, 2004 to February 3rd, 2005, originating from US Bancorp and US Bank's agent Shughart Thomson and Kilroy's past and current share holders.

104. 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

105. As a result of the relator'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. 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.

106. 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]. Of course patients are the consumers in the market for hospital supplies that is the primary relevant market the petitioner is attempting to enter. Doctor Moskowitz also stated; "The Missouri Legislature is wrestling with the most critical domestic issue of our time. It is literally a life and death issue for tens of millions of Americans.

E. THE SIGNIFICANT NATIONAL INTEREST

107. The suppression of economic competition in hospital supplies has led to unsustainable increases in healthcare costs. The actions of the GE defendants to deprive critical inputs required by new entrants to the market, including breaking their contracts with the petitioner demand investigative scrutiny. Especially where this misconduct is part of an agreement with other hospital supply distributors to control access to the hospital supply market conditioned on participating in a scheme to artificially inflate the costs of hospital supplies.

108. On April 9, 2007, the petitioner publicly disclosed his independent discovery revealing the US Attorneys targeted by the deputy chief of staff to the Bush administration, Karl Rove and Attorney General Alberto Gonzales that resulted in Todd Graves being replaced by Bradley J. Schlozman a year earlier. John Wood was finally sworn in as the US Attorney for the Western District of Missouri on April 11, 2007. The petitioner became concerned because Todd Graves like other US Attorneys targeted had been active in prosecuting Medicare fraud:

“...documents were obtained during Medical Supply Chain's discovery related to the civil antitrust action *Medical Supply Chain, Inc. v. Novation LLC, et al*, Western District of Missouri case #05-210-CV-W-ODS filed on March 9, 2005. The e-mail dated January 9th, 2006 from Kyle Sampson, chief of staff for Attorney General Alberto Gonzales, to Harriet Miers and William Kelley at the White House, shows the ten U.S. Attorneys that were first selected to voluntarily resign or face termination. Attorneys that resigned were redacted. Todd P. Graves of Missouri resigned March 24, 2006.”

Former MO US Attorney Todd Graves the Ninth Attorney Targeted by Alberto Gonzales; Kansas City, MO - April 9, 2007. The McNulty papers and the Washington Post printed this story on May 9th and 10th, 2007.

109. The Western District of Missouri US Attorney office under Todd P. Graves had been active in prosecuting Medicare fraud. Medical Supply Chain, Inc.'s civil antitrust suit against Texas based Novation LLC, Volunteer Hospital Association (VHA), University Health System Consortium (UHC) and Neoforma, Inc. alleges the companies formed a cartel and were involved in a scheme to monopolize hospital supplies with General Electric and Jeffrey R. Immelt's former corporation GE Medical and Jeffrey R. Immelt's GHX, LLC to defraud Medicare through payments to administrators and kickbacks. The scheme resulted in almost all of Kansas City, Missouri St. Luke hospital's one hundred million dollar supply budget being purchased through Novation LLC. St. Luke's merged with University of Kansas School of Medicine after Irene Cumming, CEO of the University of Kansas Hospital was given a job by University Health System Consortium (UHC) on March 19, 2007.

110. The first prosecutor identified as being fired by the Office of the Attorney General was Carol Lam, a U.S. Attorney in San Diego, California. Carol Lam was personally prosecuting Medicare fraud at the Tenet Healthcare Alvarado hospital when pressure was brought on the Justice Department from Karl Rove to remove her from office. Carol Lam's prosecution caused the U.S. Department of Health and Human Services threatened to cut Medicare and Medicaid funds to Alvarado Hospital Case # 03CR15870 US Dist. Court Southern California.

111. On May 17, 2006, Alvarado Hospital's parent company, Tenet Healthcare, agreed to sell or close the hospital and pay \$21 million to settle criminal and civil charges.

112. The United States Attorney for the District of Kansas Eric F. Melgren was on the purge list in January 2006 but was removed from the targeting list by demonstrating his loyalty to Karl Rove and Attorney General Alberto Gonzales and did not intervene in the False Claims Act case

against Blue Cross Blue Shield of Kansas for fraud in processing Medicare claims for Missouri, Kansas and Nebraska. This caused Blue Cross to mistakenly believe it could continue to destroy and delay valid claims while giving preferential treatment to some providers to advance the anticompetitive interests over the healthcare marketplace of the states effected. This resulted in Blue Cross management losing the contract and 350 living wage jobs in Topeka, Kansas.

113. The government criminal investigations also include an investigation of the former deputy chief of staff to the Bush administration, Karl Rove. Rove acting now as a private citizen agent of the Republican National Committee has so far prevented production of US Justice Department and White House documents sought by The US House of Representatives' Judiciary Committee related to the removal of US Attorneys that was used to intimidate and prevent Assistant US Attorneys from prosecuting the Novation and General Electric defendants for the conduct that was keeping the petitioner from entering the market for hospital supplies.

VII. CLAIMS

A. Federal Law Based Claims

1134. The petitioner brings the following federal law based causes of action against the defendants:

1. CAUSE OF ACTION FOR VIOLATIONS OF 18 U.S.C. § 1962 *et seq.*

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

116. The petitioner hereby alleges that :(1) the defendants (2) through the commission of two or more acts (3) constituting a `pattern' (4) of `racketeering activity' (5) directly or indirectly invested in, maintains an interest in, and or participate in (6) an `enterprise' (7) the activities of which affect interstate commerce in hospital supplies.

117. The petitioner could not have reasonably discovered his injuries, or that his injuries were wrongfully caused, until January 21st, 2005, when Shughart Thomson & Kilroy's former managing

partner Magistrate James O'Hara testified under oath in the Kansas Attorney Disciplinary Prosecution of the petitioner's former counsel.

a. Allegations of Legitimate Association-in-Fact Enterprise

118. The defendants are a legitimate association in fact enterprise with the common purpose among the alleged associates of furthering the interests of General Electric Company (GE) investments in marketplace actors enjoying anticompetitive advantages, including those in the hospital supply and aluminum markets.

119. The defendants GE Capital and GE Transportation are subsidiaries of General Electric and controlled by the defendant Jeffrey R. Immelt.

120. The defendant GE strongly supports and is closely connected to the Republican National Committee. The former CEO and current director of GE, Jack Welch Shortly after George W. Bush declared his candidacy for president in June of 1999, General Electric Chairman and Chief Executive Officer Jack Welch was contacted by Bush political advisor Karl Rove. Rove forcefully argued that General Electric had a compelling financial interest to see Bush become president.

121. Welch told several people at GE that the conversation with Rove convinced him that a Bush presidency would ultimately result in billions of dollars of additional profits for General Electric. Welch believed that it was his responsibility to operate in the best interest of GE shareholders, and that now meant using the full power of the world's biggest corporation to get Bush into the White House.

122. The defendant Jeffrey R. Immelt has disproportionately contributed to Republican National Committee backed candidates and conservative Republican National Committee affiliated public interest groups devoted to preventing marketplace regulations from being enforced and to consolidating RNC control of elected offices during the current presidential administration.

123. The defendant Seyfarth Shaw LLP is a law firm that represents the defendants GE and GE Capital in maintaining anticompetitive advantages for GE, GE Capital and GE Capital's funding recipient Alcoa.

124. The defendant Bradley J. Schlozman is an agent of the Republican National Committee with Karl Rove and used his contacts with Scott J. Bloch, Special Counsel (and former Kansas Disciplinary Administrator representative) at the U.S. Office of Special Counsel and the Kansas Republican Party to keep track of problems for GE.

125. The defendants Carpets n' More Inc. and Stewart Foster knew of GE's liability to the petitioner and worked to help sell the building on Coronado street in Blue Springs to relieve GE Transportation of the \$60,000.0 a month it was losing.

126. The defendant Christopher M. McDaniel is the chief officer of Heartland Financial Group, Inc. and knew of the *lis pendens* against the building but decided to participate in transferring the building to Heartland, utilizing financing provided by GE's co-conspirator in keeping the petitioner out of the hospital supply market, US Bank.

127. The defendant Heartland Financial Group, Inc. occupies the building sought by the petitioner and uses the premises to market GE Capital financial products.

b. Allegations of Criminal Association-in-Fact Enterprises

128. The defendants are members of an association in fact enterprise and with the exception of the GE defendant subsidiaries are free to act independently and advance their own interests even if they are contrary to those of the other entities.

129. The defendants voluntarily associated with each other to become an association in fact enterprise for the common purpose of guaranteeing GE's economic advantage.

130. The defendants Seyfarth Shaw LLP and Bradley J. Schlozman each took part in directing the enterprise's unlawful conduct against the petitioner, his family members, his business associates and his now dissolved corporation.

131. The defendants Seyfarth Shaw LLP and Bradley J. Schlozman each took part in directing the enterprise's unlawful conduct against the petitioner and his former counsel Bret D. Landrith to have the petitioner's claims discredited through *ex-parte* communications with federal and state judicial officials.

132. The defendant Bradley J. Schlozman took part in directing the enterprise's unlawful conduct against the petitioner and his former counsel Bret D. Landrith by having the Federal Bureau of Investigation and other federal and state law enforcement agencies conduct warrantless electronic and physical surveillance of the petitioner and his former counsel, solely for the purpose of protecting General Electric's participation in the Novation LLP scheme to artificially inflate hospital supplies and to overcharge Medicare and Medicaid government insurance funds.

133. The defendant Bradley J. Schlozman's conduct was overtly contrary to the policy of the US Department of Justice and Bradley J. Schlozman lied under oath to conceal his conduct on behalf of the Republican National Committee and General Electric from the federal government's US Senate oversight committee and earlier from the Eight Circuit US Court of Appeals.

134. The defendant Jeffrey R. Immelt through his attorneys Jonathan L. Glecken and Ryan Z. Watts of Arnold & Porter LLP caused the petitioner's former counsel Bret D. Landrith to be threatened with the loss of his home if he did not withdraw Medical Supply's Missouri state law contract claims.

135. The defendants Carpets n' More Inc. and Stewart Foster knew of GE's liability and worked with the GE defendants in offering substantial incentives including a flight on GE's corporate jet to a potential buyer that would overlook the *lis pendens* and the just claims of the petitioner.

136. The defendants Carpets n' More Inc. and Stewart Foster knew of GE's liability and worked with Jeffrey R. Immelt, GE and GE Transportation by evading the petitioner's service of process and not being available as a party to this action in order to obstruct justice and prevent their testimony from injuring the GE defendants.

137. The defendant Christopher M. McDaniel as chief officer of Heartland Financial Group, Inc. knew of the *lis pendens* against the building and the lawful claims of the petitioner but 1) worked with the enterprise by accepting a special secret discounted purchase price and terms from General Electric, 2) caused the petitioner to be injured in his business by losing his mail and phone services at Executive Office Suites to obstruct the petitioner's ability to litigate against GE, 3) conspired with some Blue Springs City officials and the GE defendants to obstruct justice in the

petitioner's litigation by altering evidence on whether the petitioner would have been approved for occupancy.

138. The defendant Heartland Financial Group, Inc. occupies the building sought by the petitioner with the knowledge of the lawful claim of the petitioner and to conceal the fraudulent transfer of the Coronado Street building from GE transportation.

139. The GE defendants and Jeffery Immelt have an over arching common purpose in protecting the hospital supply distribution chain with Novation LLC that artificially inflates healthcare costs to overcharge Medicare and Medicaid.

140. The defendant Seyfarth, Shaw LLP has an interest in protecting its clients' artificial inflation of healthcare costs along with GE's investment in Alcoa Aluminum which is also dependant on overcharging the federal government for key military purchases of aluminum specialty parts.

141. When the petitioner was getting help obtaining financing through Michael W. Lynch's connections and had a third chance to enter the hospital supply market, GE had to obstruct the petitioner through the defendant Seyfarth, Shaw LLP's increased attacks on Lynch's family and associates.

142. The defendant Bradley J. Schlozman had an interest in furthering the Republican National Committee's protection of General Electric and Novation LLC, the client of Alberto Gonzales's former law firm and the main instrumentality of looting the Medicare/Medicaid system.

143. When the petitioner sought to enforce the Independence, Missouri orders for mediation and discovery, Jeffrey R. Immelt turned over control and direction of the GE defendants' defense to Seyfarth Shaw LLP which secured a Northern District of Illinois U.S. District Court order from Hon. Judge Mark Filip in *Rep MCR Reality, LLC. v. Michel W. Lynch*, N. Dist of Illinois Case no. 02 C 0399 requiring the petitioner to travel to Chicago, knowing that the petitioner had feared for his life when the Kansas Attorney Disciplinary representative Gene Schorer had tried to induce him to travel to Chicago.

144. Seyfarth Shaw LLP caused the GE defendants' local counsel Husch & Eppenberger, LLC to make repeated false representations to the 16th Circuit Missouri court. Seyfarth Shaw LLP then

contacted the petitioner through its agent Jason A. Burlingame of Perkins Coie LLP, knowing the GE defendants had deprived the petitioner of counsel through extortion and made false statements tape recorded by the petitioner misrepresenting that Michael Lynch had filed with the Northern District of Illinois Court an affidavit naming the petitioner as a recipient of Lynch's financial assets.

145. The defendants' conduct and scheme amounts to, or poses a threat of, continuing criminal activity.

c. Defendants' RICO Conspiracy Under 18 U.S.C. § 1962(d).

146. The defendants acted in consort as the averments against specific named defendants below describe to participate in a conspiracy to conduct RICO predicate acts 18 U.S.C. § 1962(d).

147. The defendants knowingly entered into an agreement to commit two or more predicate crimes.

148. In the alternative, some of the defendants joined knowingly in the scheme and were involved directly or indirectly, in the commission of at least two predicate offenses.

i. The Conspiracy Hub of Welch, Rove, Gonzales, McNulty, Immelt and Bloch

149. The conspirators Jack Welch and Karl Rove knew that control of the government's law enforcement apparatus was a key requirement for the conspiracy to confer the lasting benefit of monopoly markets and to prevent interdiction of federal funds being received by the co-conspirators in false claims against Medicare, Medicaid, the Department of Defense and the Pension Benefit Guarantee Trust.

150. Karl Rove realized the opportunity to maintain the interests of the conspirators through selling the protection from law enforcement through his enterprise associates in the Republican National Committee (RNC). The RNC also provided the infrastructure for communicating the instructions of the conspirators through an email system they believed was not subject to Congressional subpoenas.

151. Karl Rove utilized Alberto Gonzales take over of the US Department of Justice to reign in the independence of the US Attorneys around the nation to strengthen the protection racket of the conspiracy hub and to further protect Welch and Immelt's control of hospital supply distribution through the Novation LLC cartel.

152. Karl Rove with Alberto Gonzales also caused enemies of the conspiracy to be targeted by unlawful wiretapping and electronic surveillance for the purpose of more effectively obstructing justice where it could not be controlled by a US Attorney or the F.B.I.

153. Karl Rove was caught by surprise when the Assistant US Attorney that headed the criminal division for the Northern District of Texas signed criminal subpoenas against the Novation LLC cartel members in an investigation triggered by a whistleblower False Claims Act filing against Novation LLC.

154. Karl Rove and Jeffrey R. Immelt therefore relied on then U.S. Deputy Attorney General Paul J. McNulty to change the rules for investigating publicly traded corporations in the McNulty Memo authored in December 2006 to prevent the Northern District of Texas US Attorney's office from requesting records of member hospital funds being laundered by Novation LLC through the petitioner's competitor Neoforma, Inc.

155. When Karl Rove's role in politically influencing the operations of the US Department of Justice started coming to light as a result of the "Ninth US Attorney" press release created by the petitioner in the first part of April, 2007, the conspiracy hub of Rove, Immelt, Welch, and McNulty turned to Scott J. Bloch, head of the Office of Special Counsel (and former Kansas Disciplinary Administrator representative) to run protection for Karl Rove.

156. Scott J. Bloch was supposed to be investigating Karl Rove, warrantless surveillance and the Hatch Act employment violations of the defendant Bradley J. Schlozman (also from Kansas) and Schlozman's conduct in Missouri to protect the GE defendants from the petitioner but identified more strongly with his role in the RICO enterprise than his government job as Special Counsel.

157. Scott J. Bloch's real direction and actions were not from the mandate of his government office but instead communicated to him through the RNC email system from his RICO enterprise associates in the conspiracy hub.

158. An investigation of Scott J. Bloch however, by the federal Office of Personnel Management's inspector general looking into claims that Mr. Bloch improperly retaliated against employees and dismissed whistleblower cases without adequate examination, threatened to expose the conspiracy hub's use of RNC email to control the US Department of Justice.

159. To protect the conspiracy, Scott J. Bloch destroyed evidence including the RNC email on Dec. 18 and Dec. 21, 2006 by having his drive and two others used by departed aides subjected to a level seven wipe. The wipe eliminates the possibility of the hard drives being forensically reconstructed.

ii. The Conspiracy Spoke of the GE Defendants

160. GE Transportation, General Electric and GE Capital discovered that the contract created with the petitioner provided for a web based hospital supply distributor to proceed to compete with the controlled distribution chain created by GE's CEO Jeffrey R. Immelt when he was president of GE Medical. At the instruction of Jack Welch, Immelt had developed a strategy to keep a web based supplier out of the market for hospital supplies and Immelt had also developed GHX, LLC to be a web based supplier that would protect GE's artificial inflation of hospital supply costs with the other cartel members.

161. GE Transportation, General Electric and GE Capital then proceeded to break their contract with the petitioner and to participate in unlawful conduct to keep the petitioner from obtaining redress from the GE defendants and from recovery on the petitioner's contract with US Bancorp.

162. GE Transportation, General Electric and GE Capital obtained the services of Stewart Foster with knowledge of the petitioner's *lis pendens* filing against the property to sell the property at a deep discount and on favorable terms to another buyer. GE even would provide the buyer with a business jet flight to speed up selling the property and depriving the petitioner of the chance to

lease or otherwise occupy the building to launch Medical Supply Chain's entry into the hospital supply market.

163. The buyer Christopher M. McDaniel and Heartland Financial Group, Inc. took the property with knowledge of the petitioner's claims against it and conspired with GE Transportation, General Electric and GE Capital to commit fraud on the court with City of Blue Springs, Missouri officials under a mistaken legal theory that the petitioner still needed to obtain the city's approval (a term the petitioner had included in the contract without assigning himself a duty to secure the permission and could waive) and under a mistake over the clearly established contract principle that once GE started repudiating the contract, the petitioner was relieved of further duties.

164. The plan was to find out who had approved Medical Supply for occupancy of the building, then rely on statutory law to show the only entity with the capacity to grant the approval was the city council.

165. The third mistake in this fraud scheme was failure to read the petitioner's complaint which describes conversations with Blue Springs' city attorney and economic development officer on whether a corporate headquarters with above living wage jobs was a suitable use of the building.

166. The complaint which withstood dismissal on this point of law in the Missouri 16th Circuit averred that the petitioner did not proceed farther in the face of communications of repudiation from the GE defendants.

167. Christopher M. McDaniel described the contacts with the city officials made by him and GE's agent attorneys to the petitioner where he and GE's attorney misrepresented to the Blue Springs officials that the petitioner did not have "any money" when the petitioner had the property rights including the \$350,000.00 in cash for the lease buyout as a benefit from his bargain with GE. The following day, the petitioner filed his corrected amended complaint in state court changing the Heartland entity to the correct corporation and identifying this plan to commit fraud at the jury trial.

iii. The Conspiracy Spoke of Seyfarth Shaw, Skadden Arps and Alcoa

168. Seyfarth Shaw LLP, Skadden Arps Slate Meagher & Flom LLP are both involved in representing General Electric's financial interests. Seyfarth Shaw LLP represented Michael Lynch and his company McCook Metals because Michael Lynch's corporation was a recipient of loans from GE Capital and Michael Lynch had even won an award presented personally by Jack Welch at a dinner in Lynch's honor.

169. Skadden Arps Slate Meagher & Flom LLP participates with Jeffrey Immelt in the creation of mergers, acquisitions and divestitures of involving GE business units. Hon. Judge Mark Filip who has been nominated to replace McNulty as Deputy US Attorney General formerly worked for Skadden Arps.

170. GE Capital also financed Alcoa, a competing aluminum supplier to McCook Metals. Alcoa officials resented Lynch's European Competition Authority testimony on the antitrust implications of an Alcoa merger. Through *ex parte* conduct in the Northern District of Illinois, Alcoa succeeded in forcing McCook Metals into bankruptcy, seizing McCook's industrial tooling and intellectual property.

171. When the GE defendants discovered the petitioner was making a third attempt to enter the market for hospital supplies controlled by the GE hospital supply cartel with financing arranged by Michael Lynch, the defendant Seyfarth Shaw LLP stepped up the retaliation against Michael Lynch, targeting his son, his wife and brother.

172. This retaliation which caused Lynch to fear for the physical safety of his wife and child disrupted Michael Lynch's ability to connect the petitioner with an inactive publicly traded corporation that could be redirected into an instrument to capitalize the petitioner's Medical Supply Chain corporation.

173. Working with the petitioner in investigating why the GE defendants, Alcoa and Seyfarth Shaw had begun to target Lynch again, his family and their property, Michael Lynch discovered how the retaliation was accomplished through unlawful means and how cases like *In re UAL*

Corp., No. 02-48191 (Bankr. N.D. Ill.) which led to the largest pension failure in history at the time. Lynch filed the evidence with the US Attorney for the Western District of Missouri and filed a False Claims Act complaint under seal in the Missouri District court.

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 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.

v. The Rim of the Defendants' Hub and Spokes Conspiracy

177. The Defendants' hub and spokes conspiracy shares a common rim or over arching purpose of taking public funds from the government under false pretences that include Medicare and Medicaid false claims, Defense contracting false claims resulting from the artificial inflation of hospital supply and specialty aluminum costs though the defendants unlawfully obtained control.

178. The petitioner is bringing this complaint describing a sub set of the conspiracy's conduct limited to the actions of co-conspirators taken against the petitioner, his associates and business and property interests. All of which are actionable and resulted in injury to the petitioner.

179. The Defendants' conduct interfered with interstate commerce in hospital supplies.

d. Defendants' F.R.Civ.P. Rule 8 predicate acts

180. The defendants committed the following F.R.Civ.P. Rule 8 pleading standard predicate acts described in 18 U.S.C. § 1961(1):

i. Violations of the The Hobbs Act, 18 U.S.C. § 1951

181. The defendants committed violations of the The Hobbs Act, 18 U.S.C. § 1951

**Racketeering Act Number One
(Attempted Extortion to Prevent the Petitioner from Bringing His Antitrust Claims)**

182. When in June of 2003 Medical Supply Chain, Inc. prepared to seek redress in court for its injury, Mr. Jeffrey R. Immelt through his agents Jonathan I. Glecken and Ryan Z. Watts of Arnold & Porter, LLP caused Medical Supply Chain, Inc., a victim of GE's deliberate actions to be

threatened and intimidated with the intent of preventing Medical Supply Chain, Inc. and its counsel from bringing antitrust and Missouri state law contract based charges and to cause them to be withdrawn.

183. By deliberately refusing to cite any authority, case law or statute that Medical Supply's claims were invalid or frivolous, Mr. Jeffrey R. Immelt through his agents Jonathan I. Glecken and Ryan Z. Watts attempted to make GE's victims including the petitioner believe that they would be sanctioned and fined not on the basis of law but on GE's power over the legal system.

184. Jeffrey R. Immelt and the GE defendant's conduct interfered with interstate commerce.

185. The petitioner did not know at the time that his Hobbs Act extortion to prevent his company Medical Supply Cain, Inc. from entering the national market for hospital supplies was part of a pattern of racketeering by a criminal enterprise.

Racketeering Act Number Two
(Attempted Extortion of Petitioner's Kansas Legal Representation)

186. During the period of April 2 through April 18th, 2005 the defendant conspiracy and common enterprise attempted to take control of my legal representation through extortion.

187. The Kansas State Disciplinary Administrator acting through the private Kansas licensed attorney Gene E. Schroer relayed the privileged information that my counsel Bret D. Landrith will be disbarred regardless of the law or evidence in the record.

188. This information was given in advance of the publication or announcement of any decision as a threat imperiling the petitioner's Missouri corporation Medical Supply Chain, Inc. by revealing it would lose the property right in its legal representation by Bret D. Landrith at a time when the record of the case revealed that efforts to substitute him had resulted in all the law firms with antitrust capabilities being conflicted out.

189. The petitioner would also be forced to forfeit his property rights in redress because a corporation had to be represented by an attorney or its claims would be dismissed with prejudice.

190. The threat relayed by Gene E. Schroer accompanied offers to “save” Medical Supply by providing representation and permitting the petitioner to use the \$300,000.00 taken by US Bank to enter into the national market for hospital supplies.

191. This first involved replacing Medical Supply’s counsel a Kansas attorney as lead counsel that would not be named and his identity would not be revealed to the petitioner.

192. When the petitioner would not agree to this arrangement, Gene E. Schroer repeatedly promised the petitioner the return of the \$300,000.00 US Bancorp deprived Medical Supply of to capitalize the petitioner’s company’s entry into the hospital supply market if the petitioner and his counsel would travel to Chicago, Illinois and meet two attorneys that Gene E. Schroer would not name or identify.

193. The petitioner was suspicious and alarmed to the point of being in fear for his own safety due to the implausibility of two attorneys interested in taking on the representation of Medical Supply Chain, Inc. but who were unwilling to reveal their identity or talk on the phone.

194. When the petitioner questioned him further, Gene E. Schroer claimed the attorneys were from two different law firms and had to keep the meeting and their identities confidential.

195. The petitioner offered to discuss the case on the phone or to meet the attorneys from Chicago if they traveled to Lee’s Summit, Missouri but Gene E. Schroer rejected these alternatives.

196. Gene E. Schroer repeatedly contacted the petitioner attempting to pressure him in taking this “only way” out of what was being done to Bret D. Landrith.

196. The petitioner believed that the trip to Chicago was a ruse or pretext to get the petitioner and his representative Bret D. Landrith to a distant location where they would be harmed or murdered and no longer a threat to the Medicare fraud scheme of GE and Novation LLP.¹

¹ The Criminal Chief of the Dallas U.S. Attorney’s office Shannon K. Ross who signed the subpoenas on GE Healthcare and Novation LLC was found dead September 11, 2004 in her home the day before Senate hearings on Novation’s hospital supply anti-trust violations and just 55 days after her associate Thelma Colbert in charge of healthcare False Claims Act investigations was found dead. The office subsequently terminated three more Assistant US Attorneys with white collar crime prosecution experience, eventually causing national

197. The petitioner had heard that Gene E. Schroer had made appointments with Bret D. Landrith's client James Bolden to do Bolden's appeal but took the money from James Bolden and spent the time questioning Bolden about Landrith and not Bolden's case before contacting Bolden to inform him he would not take the case stating it lacked any merit and refusing to return any of the funds (Landrith prevailed in the Tenth Circuit, overturning the trial court.)

198. This knowledge reinforced the petitioner's belief that Gene E. Schroer was acting for the State of Kansas Office of Attorney Discipline of Stanton Hazlett and that Medical Supply Chain, Inc.'s case would be forfeited if he did not accept Gene E. Schroer's arrangements, but the petitioner was to fearful that the trip to Chicago would cause him and Bret D. Landrith to end up like the two Assistant US Attorneys in the Ft. Worth, Texas office investigating the Novation LLP Medicare fraud and laundering of hospital money through Neoforma, Inc.

Racketeering Act Number Three
(Extortion of Petitioner's Legal Representation in the Western District of Missouri)

199. On or about The General Electric defendants through their agent John K. Power contacted the Clerk of the US District Court for the Western District Court to complain about the petitioner's counsel Bret D. Landrith being admitted to the Western District of Missouri and being able to file *Medical Supply Chain, Inc. v. Neoforma et al*, W.Dist. of MO Case No. 05-0210- CV-W-ODS the action against the defendants' hospital supply market monopoly conspirators.

200. On or about The General Electric defendants through their agent John K. Power caused the State of Kansas Attorney Discipline Office through Stanton Hazlett to make the petitioner's counsel's participation in a reciprocal admission program for which he was eligible that was created between the judges of the US Courts for the Western District of Missouri and the Kansas District courts. This lawful and ethical act is cited as a basis for Landrith's disbarment in *In re Landrith*, 124 P.3d 467, 485-86 (Kan. 2005).

notice of the improper firings or terminations of US Attorneys related to Medicare fraud investigations and the racketeering deaths of two more Assistant US Attorneys.

201. The petitioner's counsel was disbarred for taking the civil rights case *Bolden v. City of Topeka*, Kan., 441 F.3d 1129 (10th Cir., 2006) to federal court and for representation of James Bolden's witness David Price as a pretext to eliminate the petitioner's threat to the hospital supply monopoly created by the defendants and their identified co-conspirators.

202. The petitioner's attorney had to be prosecuted by Stanton Hazlett and the State of Kansas Disciplinary office because the defendants required an outcome that contradicted the Constitution, statute and Model Rules of Ethics that could only be obtained through denial of due process and fraud.

203. The defendants then made use of this void *ab initio* order to prevent the petitioner's claims and standing from being heard by the court in *Medical Supply Chain, Inc. v. Neoforma et al*, W.Dist. of MO Case No. 05-0210- CV-W- ODS after it had been fraudulently transferred to the Kansas District Court and attempted to use it to prevent this action from being heard in the State of Missouri court where it was filed.

i. Open and Notorious Denial of Due Process

204. The defendants and their agents knew that false probable cause and even charges of committing conduct required by the Kansas Rules of Ethics could be used to get opposing counsel disbarred in the State of Kansas due to their control of the proceedings through Stanton Hazlett to deny due process.

205. The defendants' belief that the petitioner's counsel was not unreasonable, the Kansas Disciplinary Administrator Stanton Hazlett regularly used *ex parte* communications with the law clerks of Kansas Supreme Court Justices to co-write the opinions issued in discipline cases by the Kansas Supreme Court without knowledge of the respondent attorneys or their counsel. This shocking practice of holding proceedings without even the semblance of Due Process led to a continuing legal education class of Kansas prosecuting attorneys being told the out come of one year suspension in Kansas Supreme Court discipline case *In re Vanderbilt* case no. 93, 394 by

Stanton Hazlett's prosecutor Alexander M. Walczak before the opinion was released or filed April 22, 2005 by the Kansas Supreme Court.

206. Jimmie A. Vanderbilt and his attorney John J. Ambrosio found out the Kansas Supreme Court order when the then Douglas County District Attorney attending the CLE class taught by Alexander M. Walczak called Vanderbilt after the lecture.

207. The opinion issued later was exactly as Alexander M. Walczak had described during the CLE class.

208. The petitioner's counsel was disbarred through Stanton Hazlett and the State of Kansas Disciplinary office presenting *ex parte* testimony by Kansas District Judge Kathryn H. Vratil to personnel and justices of the Kansas Supreme Court, disparaging Medical Supply's counsel without his knowledge or opportunity to question Kansas District Court Judge Kathryn H. Vratil's testimony on October 20, 2005 minutes before the Kansas Supreme Court justices heard Medical Supply's counsel's oral argument in defense of his law license.

209. The petitioner's counsel was disbarred through Stanton Hazlett and the State of Kansas Disciplinary office presenting to the tribunal *ex parte* testimony by Magistrate Judge James O'Hara, a managing partner in General Electric co-conspirators' law firm Shugart Thomson & Kilroy that was defending counsel in *Medical Supply Chain, Inc. v. Neoforma et al*, W. Dist. of MO Case No. 05-0210- CV-W- ODS and who denied the petitioner discovery with no basis in law in *Medical Supply Chain, Inc. v. General Electric Company, et al.*, KS Dist. case number 03-2324-CM, but under oath in the disbarment hearing denied he had done so.

ii. Procurement through fraud

210. The Disciplinary Administrator Stanton Hazlett proffered the perjured testimony of Sherri Price, Assistant City Attorney for the City of Topeka to the discipline tribunal during the three day evidentiary hearing in January 2005 that the petitioner's attorney Bret D. Landrith had been sanctioned in the Bolden case.

211. The Disciplinary Administrator Stanton Hazlett announced on the second day of the evidentiary hearing by means of *ex parte* communication to the tribunal members that Hazlett was going to prosecute Landrith for appealing the cartel's antitrust case to the Tenth Circuit based on a clear error in the trial court's determination that the then newly enacted USA PATRIOT Act was devoid of private rights of action when it clearly had more than two express private rights in the text of the enactment as false probable cause, solely to defraud the disciplinary panel.

212. The defendants' co-conspirator and antitrust co-defendants made the complaint used by The Disciplinary Administrator Stanton Hazlett to defraud the disciplinary panel.

213. The Disciplinary Administrator Stanton Hazlett never prosecuted the complaint.

214. The Disciplinary Administrator Stanton Hazlett's law clerk authored a recommendation for disbarment of Bret D. Landrith that falsely stated that Landrith had failed to include citations to the record in the appeal brief of David Price's parental rights termination for adoption.

215. Twice in oral argument before a panel that included some Kansas Supreme Court Justices, the Disciplinary Administrator Stanton Hazlett misrepresented the record to conceal the kidnapping of David Price's infant son.

iii. The Disbarment Proceeding Was For a Malicious Purpose To Usurp Federal Law

216. The Kansas Disciplinary Office through the influence of Stanton Hazlett caused the petitioner's attorney Bret D. Landrith to be suspended the week prior to his October 20, 2005 Kansas Supreme Court oral argument in defense of his license to practice law. This action was taken despite evidence of the hardship upon Landrith presented at the pretrial hearing resulting from the delay in investigating and resolving the disciplinary complaint.

217. The suspension had the foreseeable and intended effect of preventing the petitioner's attorney Bret D. Landrith from arguing the African American James Bolden's appeal before the Tenth Circuit on November 17, 2005. The briefing schedule of James Bolden's appeal had been previously stopped do to actions of the Disciplinary Administrator against the Landrith to interfere in its preparation.

218. On Wednesday, April 20th, 2005 the Federal Bureau of Investigation raided Topeka City Homes, Inc., described on the fourth page of the second amended federal Complaint in Bolden's case as one of the instrumentalities created by the city to self deal HUD funds and seized the city's records. The April 21st and 22nd, 2005 Topeka Capital Journal article described the agency's problems for the time period of James Bolden's complaint.

219. On July 8th, 2005, the City of Topeka's first African American Judge, Municipal Court Judge Deborah Purce suffered the instigation of an investigation for termination immediately after she had ruled in favor of David Price, Landrith's client and chief witness for James Bolden. Judge Deborah Purce stated that the City of Topeka was retaliating against her for acting ethically:

"People have told me that Ebberts was under pressure from the police department because of my number of 'not guilty' verdicts," Purce said. "It would not be legal or ethical for me to be fired because I weighed evidence in favor of the accused more than Ebberts and police would have liked."

Purce also outlined the events of July 8. Armed security guards were called to escort her out of the courthouse"

"Ex-judge sees race as issue" Topeka Capital Journal July 17, 2005.

220. On the day of the petitioner's attorney Bret D. Landrith's Kansas Supreme Court oral argument, the Kansas District Attorney for Shawnee County was forced to release a report chronicling the City of Topeka's false testimony and faked evidence for probable cause warrant requests. The report stated the US Attorney for Kansas had quit accepting Topeka police cases because of city misconduct.

221. The Disciplinary Administrator's ethics prosecution was initiated against the petitioner's attorney Bret D. Landrith during the twenty days preparation for James Bolden's jury trial July 6, 2004 before District Judge Kathryn H. Vratil, necessitating the petitioner's attorney Bret D. Landrith filing in Kansas District court for injunctive relief to postpone the disbarment until after Bolden's case. *Landrith v. Hazlett*, Kansas Dist. Case No. 04-2215-DVB.

Racketeering Act Number Four
(Extortion Against Independence Examiner Newspaper)

222. On or about April 11, 2005, the defendant RICO enterprise caused the Independence Missouri newspaper the Examiner to confront its investigative reporter James Dornbrook over the first of a planned series of articles dealing with the state cuts in Medicaid brought by Governor Matt Blunt.

223. The article featured the petitioner and his company Medical Supply Chain, Inc. and described his experience in federal court and his efforts to get redress and provide competition to lower costs in hospital supplies and increase access to affordable healthcare.

224. James Dornbrook and his paper the Examiner were subjected to Governor Matt Blunt and the Republican National Committee associated law firm Lathrop & Gage's fear counseling to discourage news media from reporting on challenges to the healthcare interests of the defendant enterprise with threats of liability.

225. Missouri attorney Mark F. "Thor" Hearne who was the president of Lathrop & Gage coordinated the defendants' schemes to deprive African Americans of their vote with state legislators, secretaries of state and even county voting officials. The schemes were so effective that even the petitioner's witness, Bret Landrith, a Republican who had registered with the State of Kansas upon renewing his driver's license for his new address in a traditionally African American Topeka Kansas neighborhood two blocks down from the Brown vs. Board of Education Memorial was challenged and no record of his change reached the Shawnee County polling station.

226. Mark F. "Thor" Hearne of Lathrop & Gage founded the National Republican Committee front group known as American Center for Voting Rights ("ACVR") Missouri's Governor Matt Blunt is also a client of L&G, and has been represented for years by Hearne. Blunt, Hearne, and the ACVR were all central to the McClatchy(the conglomerate that owns and runs the Kansas City Star) piece as originally filed by Greg Gordon and the role of each of them in the Kansas City

Star's May 3rd, 2007 altered version of the story was subsequently removed or otherwise greatly watered down.

227. The May 3rd, 2007 McClatchy was the story breaking the news that the Western District of Missouri US Attorney Todd Graves was the Ninth US Attorney improperly fired released by the petitioner on April 9th, 2007. The McClatchy reporter called the petitioner on April 9th and verified the story with US Senate staffers permitted to see the unredacted US Justice Department emails.

228. Kansas State Senator John L. Vratil is a managing partner of Lathrop & Gage and in his capacity as a member of the Kansas Judicial Council prepared a substitute reform of performance reporting in retention elections announced on December 26, 2005 to counter legislative efforts to change the selection process for judges.

229. The petitioner's witness David Price was an activist for judicial reform in Kansas and had successfully raised enough signatures to get the issue on the Shawnee County ballot during the previous election.

230. The head of the Kansas Supreme Court panel hearing the disbarment case against the petitioner's attorney, Hon. Justice Donald L. Allegrucci chaired the Judicial Council, but did not disclose his participation in it. See "Judicial panel suggests reviews", Topeka Capital Journal December 26, 2005.

231. The face of the disbarment of the petitioner's attorney expressly finds Landrith should be disbarred for his association with David Price and David price's protected speech unrelated to Landrith's representation of Price in violation of the Fourteenth Amendment's protection of the rights to Free Speech, Association and Redress. Additionally the disbarment of Landrith is expressly for taking James Bolden's action to federal court where the Tenth Circuit overturned the dismissal.

232. The direct goal of the enterprise in having further articles about the petitioner's litigation censored in the Independence Examiner, Kansas City Star, and the Topeka Capital Journal was to make it possible to influence the outcome through the GE defendants use of deception to take

a business expectancy and property right from the petitioner without the possibility of a broader civic involvement causing the petitioner's claims to be taken seriously.

233. Later, Lathrop & Gage as advisor and counsel to other regional newspapers would help to cause the information on Bradley J. Schlozman's misconduct and the wrongful dismissal of US Attorney Todd Graves discovered by the petitioner to be under reported or excluded from coverage to further the enterprise's goals in maintaining political control of US Department of Justice law enforcement for the purpose of protecting the enterprises' taking of property rights and market share from the petitioner.

Racketeering Act Number Five
(Attempted Extortion of Counsel Over Petitioner's Contract Claims)

234. On Wednesday, August 24th, 2005 Jonathan L. Glecken of Arnold & Porter, LLP, lead counsel for the defendants Jeffrey R. Immelt, General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, L.L.C. , threatened Medical Supply's counsel with the loss of his home if he did not withdraw Medical Supply's Missouri state law contract based claims.

235. Jonathan L. Glecken told the petitioner's counsel Bret D. Landrith that Landrith would have his house taken from him and all his property if he did not stop seeking redress for the petitioner even on the state law claims, which were not in dispute or subject to sanction.

236. Jonathan L. Glecken of Arnold & Porter, LLP, and John K. Power as agents of the defendants Jeffrey R. Immelt, General Electric Company, General Electric Capital Business Asset Funding Corporation, GE Transportation Systems Global Signaling, L.L.C. through ex parte communications with judicial branch officials and officials of the City of Blue Springs caused prejudice against the petitioner and his counsel to extort from them their property rights and the right to vindicate the petitioner's contract claims by representing GE as rich and powerful with the ability to control court outcomes and that the petitioner because he did not have money was not entitled to have his contract rights enforced.

ii. Defendants' Extortion Depriving Petitioner of Missouri Counsel

237. Before filing the initial petition in this court, the petitioner sought out Missouri licensed counsel experienced in commercial torts and contract law.

Racketeering Act Number Six
(Extortion Over Petitioner's Replacement Counsel David Sperry)

238. The only attorney the petitioner could find to visit with him about the claims was David Sperry of Independence, Missouri who had both experience in complex commercial litigation and the discovery disputes the petitioner anticipated would be the deciding issue in his claims.

239. After interviewing the petitioner, David Sperry was incredulous and shocked that the petitioner's prior counsel had been disbarred.

240. David Sperry declined to take the case however because the power of the GE defendants over the court system would likely result in the case being transferred to a distant venue where it would be impossible for him to economically prosecute the case and his property rights in the contingent fee representation of the petitioner would be forfeited.

Racketeering Act Number Seven
(Extortion Over Petitioner's Replacement Counsel James C. Wirken)

241. After his Missouri state claims copied and pasted from the Kansas District Court complaint against the GE defendants where they were dismissed without prejudice survived a GE dismissal motion, the petitioner was referred to Mr. James C. Wirken founder and Chairman of the Wirken Law Group in Kansas City, Missouri.

242. Mr. James C. Wirken graciously agreed to schedule an appointment to interview the petitioner on the possibility of representing his claims against GE.

243. However, before the actual meeting could take place, the GE defendants' counsel John K. Power, MO Lic. # 70448 had contacted James C. Wirken and his son who also was counsel at

Wirkin Law Group to conduct several conversations to discourage the Wirkens from representing the petitioner.

244. During the conversations, John K. Power placed the Wirkens in fear of associating with the petitioner, falsely stating that the petitioner had been repeatedly sanctioned for baseless claims, that John K. Power's clients, the GE defendants were so powerful that no law firm could stand up to them and placing the Wirkens in fear that all the services provided the petitioner would go uncompensated because the GE defendants would prevail no matter what in court.

245. Mr. James C. Wirken did politely interview the petitioner and charitably offered some constructive criticisms regarding the presentation of the case but strongly urged the petitioner to continue on pro se.

246. Mr. James C. Wirken stated that the Wirkin Group would have to charge \$7,500.00 to just read the complaint and would have to have a very sizeable retainer to cover any further research or meetings to just determine whether they would represent the petitioner.

247. The petitioner believed this was unusual for a cut and dried contract case that had already survived dismissal intact and where the petitioner had prevailed in obtaining a remand.

Racketeering Act Number Eight

(Attempted Extortion Over Judy Jawsome For Helping Petitioner's Witness David Price)

248. The defendants through the deliberate networking with State of Kansas officials willing to disregard their oaths of office and violate clearly established rights of citizens to further the interests of named defendants and their agents directed Kansas state judicial branch employees acting in an investigative role to misuse their office injuring the petitioner a citizen of Missouri and his Missouri business.

i. The defendants' retaliation against Judy Jawsome

249. The defendants caused US Congresswoman Nancy Boyda's sole African American staff member Judy Jawsome in the Democrat congresswoman's Topeka Kansas office to be attacked as unfit to be admitted to the Kansas Bar.

250. Judy Jewsome was targeted by the defendants because she had handled Congresswoman's Nancy Boyda's constituent services case for David Price seeking to have his kidnapped son returned.

251. David Price is a witness and associate of the petitioner who was a plaintiff in *United States ex rel Michael W. Lynch v Seyfarth Shaw et al.* Case no. 06-0316-CV-W- SOW in the the Western District of Missouri and in injunction actions against the RICO defendant Seyfarth Shaw in Illinois and Kansas seeking to prevent Seyfarth Shaw from injuring the petitioner's associate Michael Lynch.

252. The defendants' Missouri law firm Husch & Eppenger LLC represented the RICO defendant Seyfarth Shaw in Kansas District court against David Price.

253. Judy Jewsome was targeted by the defendants because she set up a meeting between David Price and his counsel, Kansas attorney Craig Collins and Governor Kathleen Sebelius of Kansas and Kansas Attorney General Paul Morrison to hear the evidence of the kidnapping. The meeting was then canceled at the last minute due to the influence of the defendants.

254. The defendants tried two more times to keep David Price and his attorney Craig Collins from meeting with the Kansas Attorney General Paul Morrison before they succeeded. Morrison was shocked that the career staff of the Kansas Attorney General's office had kept the matter from him and examined the evidence concluding the child had been unlawfully taken and promising to investigate and prosecute those responsible for the kidnapping and cover up.

255. Gayle B. Larkin, Admissions Attorney of the Kansas Attorney Admissions office used the false probable cause pretext that a private or personal email written by Judy Jewsome describing a policy of complete disclosure by applicants as unfair was a basis to investigate Judy Jewsome as unfit and to bring a complaint to prevent her from sitting for the July 2007 Kansas Bar examination.

256. Gayle B. Larkin is an attorney and in her capacity as head of attorney admissions was sworn to uphold the Constitution and knew she was violating the trust of the people of Kansas when

she took the pretextual based action against Judy Jewsome on behalf of the Kansas Attorney Disciplinary Administrator Stanton Hazlett.

257, US Congresswoman' Nancy Boyda's husband who is also a Kansas attorney, defended Judy Jewsome during the proceedings but had substantial reason to doubt they would prevail in the admission's hearing and even had cause to suggest that if Judy Jewsome would be allowed to sit for the examination, she should not count on being allowed to pass it, though Miss Jewsome was a good student and prior to attending law school worked in the Kansas Attorney General's office.

Racketeering Act Number Nine
(Attempted Extortion Over Associate Donna Huffman a Potential Replacement Counsel)

258. The defendants through the deliberate networking with State of Kansas officials including Gayle B. Larkin, willing to disregard their oaths of office and violate clearly established rights of citizens to further the interests of the named defendants and their agents directed Kansas state judicial branch employees acting in an investigative role to misuse their office injuring the petitioner a citizen of Missouri and his Missouri business.

i. The defendants' retaliation against Donna Huffman

259. The petitioner sought out the real estate finance help of Donna Huffman, a mortgage broker licensed by the states of Kansas and Missouri and by the United States Department of Housing and Urban Development (H.U.D.) in January 2007 while considering a sale or purchase of his father's Lee's Summit town home to continue the stability of his father's trucking business while his father made arrangements to undergo extensive chemo therapy in treatment of bone cancer.

260. The petitioner first met Donna Huffman in the offices of VCOM Inc. where the petitioner was working to help VCOM and Medical Supply Chain obtain funding through the help of Michael Lynch.

261. The defendants caused Donna Huffman to be retaliated against by Gayle B. Larkin, the Kansas Admissions Attorney for her association with the petitioner's witness Bret D. Landrith.

262. Two disciplinary investigators from the Kansas Attorney Disciplinary Administrator Stanton Hazlett's office, believed to be Gary H. Pettijohn and Terry L. Morgan came to the petitioner's attorney Dennis Hawver's Ozawkie Kansas office around 8:30 am, Tuesday morning, November 27, 2007.

263. While there, the investigators and Dennis Hawver telephoned the petitioner's witness Bret D. Landrith in Lee's Summit, Missouri and revealed to Landrith that the Kansas Attorney Disciplinary Administrator was investigating Donna Huffman for fitness to be admitted to the Kansas Bar.

264. An investigator questioned Landrith about the Western District of Missouri case *Huffman v. ADP, Fidelity et al*, Case No. 05-CV-01205. They wanted to know if Landrith had represented Donna Huffman and if he had been paid by her.

265. The *Huffman v. ADP, Fidelity* action is available on Stanford Law School's class action website at http://securities.stanford.edu/1035/ADP05_01

266. Landrith informed the two investigators that he had represented Donna Huffman on the Western District of Missouri case and that he never received a fee or payment for the case because he was disbarred and no longer was entitled to the property right of contingent fees for his representation but that he thought it had settled because Huffman later gave him gratuitously \$2,000.00.

267. Landrith also informed the investigators that 100,000 to 300,000 members of the prospective class had been screwed out of their retirement because Donna Huffman could not find a replacement attorney after he had been disbarred.

268. Landrith reminded Stanton Hazlett's investigators that their office had disbarred him for bringing the the civil rights claims of the African American James Bolden against the city of Topeka to federal court which Landrith he had prevailed on in the Tenth Circuit Court of Appeals

following disbarment and for representing James Bolden's witness against the City of Topeka theft of H.U.D. funds in an adoption appeal where David Price's infant son had been kidnapped. 269. The F.B.I. raided the City of Topeka front Topeka City Homes which had been set up and controlled by the city after the Kansas District court erroneously dismissed Bolden's case and seized the records for violation of H.U.D. financial requirements.

270. As a result of Bret D. Landrith notifying the petitioner on November 27, 2007 of this meeting, the petitioner learned that his business associate Donna Huffman, an intelligent, capable woman who he trusts had been prevented from taking the July 2007 bar examination and was in danger of being found unfit by the influence of Kansas Attorney Disciplinary Administrator Stanton Hazlett's office over whether she is admitted in her home state and likely any other state to practice law on the false probable cause of being a plaintiff in the Western District of Missouri case *Huffman v. ADP, Fidelity et al*, Case No. 05-CV-01205 which was not frivolous and where the defendant Fidelity admitted to the claim impermissible fees on some of the subject Simple IRA mutual funds in a mailing to the prospective ADP class members after the complaint was filed.

e. Defendants' F.R.Civ.P. Rule 9 predicate acts

272. The defendants committed the following F.R.Civ.P. Rule 9 heightened pleading standard fraud based predicate acts described in 18 U.S.C. § 1961(1):

Racketeering Act Number Ten
(GE, GE Transportation and GE Capital Defendants' Fraud in Removal To Federal Court)

273. The GE Defendants misrepresentation through their counsel John K. Power, MO Lic # 70448 that a basis for federal jurisdiction came into existence within 30 days of filing their notice of removal meets the Eight Circuit requirements for a finding of fraud on the court.

274. The GE Defendants committed (1) an intentional fraud; (2) through John K. Power, MO Lic # 70448 an officer of the court; (3) which was directed at the state and federal courts; and (4) in fact deceived the state court and the federal court this action was removed to over the existence of

federal jurisdiction.

275. John K. Power MO Lic # 70448 in his capacity as an officer of the court committed fraud by omission of the relevant pages of the appearance docket to accomplish the GE Defendants goal of escaping a just resolution of the plaintiff's claims in Missouri State court and to enter the federal system where the case could ultimately be moved to Kansas District court.

276. This state court on May 31, 2006 issued an order denying the GE defendants dismissal motion, foreclosing federal resolution of issues already heard and decided, including the standing of the plaintiff to represent the interests of the dissolved Missouri corporation Medical Supply Chain, Inc. which was assigned to the plaintiff.

277. The full trial court Missouri state appearance docket reveals the GE Defendants and their sole counsel John K. Power without excuse failed to appear for the Case Management Conference relied upon by the defendants as justification for removal. The order reads: "Defendant fails to appear by counsel."

278. On May 31, the remaining Missouri domiciled defendants were dismissed from the case due to the petitioner being unaware of their participation with the GE Defendants to conceal the fraudulent transfer of the Coronado street building to Heartland Financial

279. The other Missouri defendant Stewart Foster/ Carpets n' More was unable to be served by Jackson County Sheriff's deputies and the summons expired on April 28, 2006 under Missouri State Rule 54.21.

280. The GE Defendants fraudulently misrepresented to the federal court that the plaintiff called for a case management conference that in fact was ordered *sua sponte* by the Missouri state court: "However, plaintiff has set (sic) a Case Management Scheduling Order without serving Carpets N' More." Defendants' Brief In Opposition To Motion To Remand The Matter To State Court in W.D. of Missouri U.S. District Court Doc. 9 at pg. 2.

281. The GE Defendants' false statement to the federal court is belied by the Complete state docket which shows no motion or other entry by the plaintiff to schedule or call for a case management conference.

282. The GE Defendants fraudulently misrepresented that the plaintiff made apparent intentions to dismiss or to proceed in the absence of the remaining local defendant for the first time with the Judge created Case Management Order: "Because plaintiff's intentions were not apparent until the July 5 Case Management Order, defendants' motion to remove the case on July 17 is timely". Defendants' Brief In Opposition To Motion To Remand The Matter To State Court Doc 9 pg. 2.

283. In fact the summons was returned unserved to Carpets N' More on 5/02/2006.

284. The GE Defendants fraudulently misrepresented that the July Case Management Order is an "other paper" that determined the status of jurisdiction over the defendant parties in their answer to the petitioner's Remand Motion. (See page 3 of GE Defendants' Brief In Opposition To Motion To Remand The Matter To State Court (WD Mo Doc. 9)

285. Nowhere in the order were the defendants' assertions about the new status of the action's defendants delineated:

"CIVIL CASE MANAGEMENT SCHEDULING ORDER Now on JULY 5, 2006 this matter coming on for scheduling conference and pursuant to Local Rule 35.1, the Court hereby enters the following Scheduling Order: Plaintiff appears by counsel, SAMUEL K LIPARI. Defendant fails to appear by counsel. 1. This case is set for trial on March 5, 2007 at 9:30 A.M. 2. The parties are ordered to participate in mediation pursuant to Rule 17. Mediation shall be completed by September 1, 2006. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of that party shall also personally attend the mediation with the party. 3. Lee Wells is appointed to be the mediator in this case. 4. Each party shall pay their respective pro-rata cost of the mediation directly to the mediator. 5. Parties shall file any designated portion of depositions to be read or shown or played to the jury by videotape ten (10) days before trial. 6. Five (5) days before trial, the parties shall file a list of exhibits to be offered or referred to in the evidence. 7. Five (5) days before trial, the parties shall file a list of witnesses to be called to testify at trial. 8. Five (5) days before trial, the parties shall file any motions in limine, proposed jury instructions, counter designations and objections to proposed deposition excerpts to be read or played to the jury by videotape, and any trial briefs with the Court and the opposite party. 9. Dates in this pretrial order shall be changed only by leave of Court. Dated: JULY 5, 2006 W STEPHEN NIXON Judge"

(See page 4 of Complete State docket)

Racketeering Act Number Eleven
(June 5th Fraudulent Testimony of Defendant Bradley J. Schlozman)

286. Frustrated with his repeated experience in federal court of having all discovery denied in the absence of any statute rule or legal authority and on the pretext that his complaint failed to state elements required for a cause of action despite their clear presence on the face of his pleading, the petitioner press released his independent discovery of US Department of Justice documents on April 9, 2007.

287. The Justice Department documents were described in the April 9, 2007 release by the petitioner as revealing former US Attorney for the Western District of Missouri Todd Graves had been improperly fired to place Bradley J. Schlozman in the position and that the effect was to obstruct justice in the investigation of widespread Medicare and Medicaid fraud.

288. The petitioner had knowledge of the evidence of Jeffery Immelt, General Electric, and GE Capital through the direction of the enterprise's affairs by Seyfarth Shaw LLP causing the break in and illegal electronic surveillance in a suburb of Chicago, Illinois to unlawfully influence the outcome of federal and Illinois state court cases related to McCook Metals and its owner Michael W. Lynch an associate of the petitioner. The conduct was equivalent to the misconduct experienced by the petitioner.

289. The evidence of this conduct by the General Electric defendants had been delivered to Bradley J. Schlozman under seal in *United States ex rel Michael W. Lynch v Seyfarth Shaw et al.* Case no. 06-0316-CV-W- SOW who was then acting as the interim US Attorney for the Western District of Missouri.

290. The relator 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.

291. The US Attorney for the Western District, Bradley J. Schlozman was served documents by the relator Michael W. Lynch including the admission under oath by General Electric's agents Jenner & Block and General Electric's law firm Seyfarth Shaw in their capacity as legal counsel for General Electric Commercial Finance had knowledge of the breaking and entering of the relator Michael W. Lynch's home to obstruct justice.

292. As the US Attorney for the Western District, Bradley J. Schlozman was served documents by the relator Michael W. Lynch revealing the General Electric Company at the direction of its then CEO Jack Welch and later under the direction of its CEO Jeffrey R. Immelt had targeted the relator Michael W. Lynch personally for his testimony over Alcoa's monopolization of aerospace aluminum products with the aid of the General Electric Company's subsidiary GE Capital in the General Electric/Honeywell merger litigation.

293. The US Attorney for the Western District, Bradley J. Schlozman was served documentation revealing the relator Michael W. Lynch's personal assets and those of his family members were being taken and seizure of Michael W. Lynch's house was being threatened to accomplish this retaliation through the GE defendants' extra legal influence over the federal courts.

294. In an unusual move, Bradley J. Schlozman immediately attempted to dismiss the relator's complaint rather than letting the documentation furnished on CD -Rom disks be opened.

295. Bradley J. Schlozman's conduct as an agent of the Republican National Committee obstructing the government's investigation of the conduct that disrupted military contracts and ultimately caused the substantial McCook Metals pension liability to be fraudulently placed on the taxpayer was contrary to the policies, rules and statute based interests of the government and he was overridden by the Office of Main Justice which had intervened in the Western District of Missouri False Claims Act case at the insistence of Pentagon officials who's programs were disrupted by the General Electric defendants misconduct.

296. The intervention was brief before the RICO enterprise with the direction of Bradley J. Schlozman was able to go around the Main Justice officials responsible for FCA cases with the

help of Karl Rove and shut down the investigation of General Electric and Jeffrey R. Immelt's role behind Alcoa's take over of McCook.

297. The April 9, 2007 morning press release of the petitioner caused the US Senate and US House of Representatives Judiciary committees to subpoena that afternoon documents related to the termination of Todd Graves, including the email cited by the petitioner in his press release.

The US Senate Judiciary Committee also subsequently decided to subpoena Bradley J.

Schlozman as the petitioner had intended to cause to happen as a means of substituting for discovery he was unlawfully being denied of the General Electric defendants in court.

298. During his sworn Senate testimony on June 5th, 2007, former Missouri U.S. Attorney Bradley J. Schlozman repeatedly asserted that he had been "directed" by Craig Donsanto, the head of the Justice Department's Election Crimes section, to file controversial voter fraud indictments against a week before the 2006 election.

299. At the June 5th, 2007 hearing, Bradley Schlozman testified at least ten times that, when he was a U.S. Attorney in Missouri, he was "directed" by the Justice Department's Office of Public Integrity to charge four members of a liberal voter-registration group with election fraud days before the 2006 elections, despite the fact that Department guidelines mandate such charges be brought after the election (the suit was later dismissed by a judge due to a lack of evidence).

300. Bradley J. Schlozman testified that if questioned, Donsanto, who wrote the Department's manual on how to approach election crimes, "would state explicitly and without reservation that he did in fact OK the issuing of the indictments."

301. However contrary to Bradley J. Schlozman's misrepresentation, Donsanto did not sign off on the indictments "of his own volition." Bradley J. Schlozman deliberately misled the Committee and the public about his decision to file an election eve lawsuit in direct conflict with longstanding Justice Department policy in order to conceal his conduct in the office of US Attorney for Missouri in furthering the Republican National Committee's hold over government elected offices in order to deliver protection from prosecution of the systematic fraud of Medicare and Medicaid through

the Novation LLC scheme to artificially inflate hospital supply costs participated in by General Electric and General Electric's scheme to monopolize key aluminum defense component.

302. On June 11, 2007, Bradley J. Schlozman sent a letter to Senate Judiciary Chairman Patrick Leahy (D-VT) retracting his sworn statements to Congress:

“ I wanted to take the opportunity to clarify my testimony with regard to the timing of the voter registration fraud indictments against four employees of the Association of Community Organizations for Reform Now (“ACORN”). Although I later clarified my testimony in responding to Senator Whitehouse's questioning at the hearing, I did state in response to various questions during my testimony that the long-time career head of the Public Integrity Section's Election Crimes Branch had “directed” me to file the indictments prior to the November 2006 election.

As required by Section 9-85.210 of the U.S. Attorney's Manual, at my direction, the Assistant United States Attorney assigned to the case consulted with the Election Crimes Branch prior to the filing of the indictments. I want to be clear that, while I relied on the consultation with, and suggestions of, the Election Crimes Branch in bringing the indictments when I did, I take full responsibility for the decision to move forward with the prosecutions related to ACORN while I was the interim U.S. Attorney.”

Bradley J.Schlozman letter to Senator Judiciary Chairman Patrick Leahy.

303. Bradley J. Schlozman's June 11, 2007 letter revealed the entire basis for his line of defense during his June 5th testimony was fabricated.

304. In answers to written questions from the Senate Judiciary Committee, Bradley J. Schlozman claimed to "have no idea" why Graves was dismissed. Schlozman also stated that his office did not issue a press release announcing the ACORN indictments. But the story appeared in Missouri newspapers, some with a quote from Schlozman that "this national investigation is very much ongoing."

305. In the answers to written questions from the Senate Judiciary Committee, Bradley J. Schlozman misrepresented the extent to which he caused prosecutors for his office and government attorneys to be hired and promoted or retained improperly on the basis of their political affiliation to guarantee the Republican National Committee would obtain control of the government's law enforcement activity and enable Karl Rove to sell protection to the Republican National Committee's political allies and honor Karl Rove's secret arrangements benefiting General Electric and Novation LLC.

Racketeering Act Number Twelve
(Attempted Extortion Over Petitioner's Witness Bret D. Landrith)

306. The defendants through the conspiracy hub of Rove, Gonzales and Bloch became aware of the petitioner's press release describing Todd Graves as "the Ninth US Attorney" at the end of March through electronic surveillance of the petitioner .

307. The defendants through their control of the US Department of Justice intimidated the web based public relations service PR Web that had very effectively distributed the petitioner's past press releases into censoring the petitioner and preventing the press release from being published, despite PR Web's suggested correction being complied with by the petitioner.

308. The press release was finally distributed by two other web based public relations firms on April 9, 2006 and described the Kansas attorney Bradley J. Schlozman replacing Todd Graves without Senate approval under a now repealed provision of the USA PATRIOT Act.

309. The petitioner's former attorney now a citizen and resident of Lee's Summit, Missouri was mentioned in the press release for the the US Department of Justice's failure to investigate the civil rights violations committed by Kansas official in disbaring him for successfully representing the African American James Bolden and his American Indian witness David Price.

310. The conspiracy hub including Scott J. Bloch (a former member of the Kansas Disciplinary Committee) communicated directly to Kansas State Disciplinary officials to cross state lines and act against a non attorney citizen of Missouri for the purposes of interfering with and obstructing justice in the Missouri state case against the General Electric defendants for contract fraud.

311. On information and belief, members of the Kansas Disciplinary committee or the Johnson County Kansas, state disciplinary committee willingly violated their oaths of office and the law to target Landrith.

312. On information and belief the conspiracy acting through Kansas Disciplinary committee officials made misrepresentations to the Kansas City Missouri office of Accountemps in April 4-

16, 2007 to have Bret D. Landrith hired for a temporary document review job that merely required a juris doctorate but was represented to Accountemps as not requiring a law license.

313. At a very low point emotionally, Bret D. Landrith having been black listed by state officials and unable to find work believed he could save his relationship and keep his family intact with the long term temporary job.

314. The defendants prevented Accountemps from revealing information about the employer or the work but Bret D. Landrith became concerned they had misunderstood their client's requirements and wrote a letter to the Accountemps representative:

"April 11, 2007

Mr. Justin West
Accountemps
Suite 230
920 Main St
Kansas City, MO 64105
(816) 474-4583

Dear Mr. West,

In response to the document review position you contacted me about, I will be happy to have your agency forward my qualifications to your client. However, I did want to clarify it has been my experience that document review work is often available to law school graduates and paralegals and sometimes the work is limited to persons admitted to a state bar. This is often determined by the jurisdiction for the litigation being supported by the document review.

While it is true that I passed the Kansas bar exam in July 2002, I am not currently admitted to the bar of Kansas and was disbarred in 2006. Since passing a state bar is not normally considered a qualification independent of being licensed to practice in that state or jurisdiction, it is likely that the requirements of your client are in error and the hours spent on their project need to be by a licensed attorney to recover their costs from the opposing party in the jurisdiction where they are litigating.

Sincerely,

Bret D. Landrith "

315. When Bret D. Landrith arrived, it turned out to be an elaborate ruse by the Kansas Disciplinary racketeers that was being perpetrated by Isaac Diel unknowingly who was connected to the Johnson County Kansas Attorney Discipline chair Rex A. Sharp as revealed in Landrith's

letter to his family:

"I was there early. No lights on in the office. Nicer and in same neighborhood where Vcom was. I called the temp agency, they didn't have anymore information. Then the attorney turned the lights on from inside and opened up. It looked like he had slept on office couch. It wasn't like a real document review job, no computer for coding, etc. He explained the case (but did not have the complaint) he had stacks of boxes. He also said the job would only be for a week. I was getting ready to start then he asked what may have been a set up question: "Are you an attorney? Not that it matters to me but (something about attorney eyes only on the documents)" I said "Not now. Mr. Hazlett terminated me with extreme prejudice." He then said something about like that may be a problem the defense attorneys made them limit who can see the documents. I said I had explained that to the Temp agency and even written them a letter stating that their client probably meant they needed a licensed attorney. He said to take the rest of the morning off. He would check. He then called me around 11:00 am to say they can't use me. It certainly seemed like a set up. The state is getting too much attention now for what they did to me. It would have been great to get me to say I was a lawyer and to do some legal work in Kansas. I am so sorry that this sets us back on money and my lack of self esteem/depression that hurt our relationship. "

316. The conspirators made misrepresentations to the account manager for the temp firm Robert Half of Overland Park, KS in addition to those made to Mr. West. When Landrith questioned the Robert Half representative she said she called the clients and verified that Landrith was who they wanted, that they had seen his resume and knew he was not an attorney and not licensed. These misrepresentations to her were made again between April 11 and April 30, 2007.

317. When the entrapment scheme failed to compromise or intimidate Bret D. Landrith into not being a suitable witness for the petitioner, the defendants pressured Robert Half to obtain a time card from Landrith claiming pay for the job but Landrith refused to submit one.

Racketeering Act Number Thirteen
(Attempted Extortion Over a Potential Replacement Counsel)

318. The petitioner was eventually aided by a retired 16th Circuit judge and Missouri State senator in finding an attorney to represent the petitioner in the state court action against the General Electric defendants.

319. Of the several he was referred to, a very competent former Jackson County prosecutor bravely agreed to investigate representing the petitioner but was involved in preparing for a

substantial jury trial and asked the petitioner if he could seek the help of another attorney with antitrust experience to help him represent the petitioner.

320. The attorney with antitrust experience turned out to be Rex A. Sharp who happened to be on the Kansas Attorney Discipline Committee, a fact unknown and undisclosed by Rex A. Sharp to the petitioner.

321. On the phone, Rex A. Sharp said he was interested in representing the petitioner but was traveling and sought to schedule a meeting with the petitioner the following week.

322. The petitioner sought a continuance in the 16th Circuit case due to the death of the petitioner's father and the representations made by Rex A. Sharp, described in the motion for continuance as likely to take over the representation of the petitioner.

323. Hon. Judge Manners granted the motion for continuance.

324. Unknown to the petitioner or his Missouri associate attorney, on the petitioner's information and belief Rex A. Sharp saw his confidential communications with the petitioner as information gathering for the Kansas Attorney Disciplinary Committee's activities against the petitioner .

325. On information and belief, Rex A. Sharp changed the in person meeting to a telephone conference with the petitioner where Rex A. Sharp was not in his office as he represented and instead at another location so that the respondent's answers about his litigation could be heard by an authorized listener.

326. On information and belief Rex A. Sharp researched the petitioner's litigation record on the Medical Supply Chain web site during the week following the telephone conference and billed his time to the State of Kansas.

327. The petitioner formed this belief because of his surprise that Rex A. Sharp wanted to talk about the petitioner's antitrust actions in the Kansas District court and wanted the petitioner's permission to talk to the petitioner's counsel in those cases to take over the representation which Rex A. Sharp expressed great enthusiasm for even though they had been dismissed. This was opposite of the ethical duty to gain permission from a represented person's attorney before

discussing the matters. In retrospect, the only persons violating the Kansas Rules of Ethics are doing so with the protection and under the direction of Stanton Hazlett.

328. The delayed appointment with Rex Sharp caused the petitioner to have to file an amendment with a federal question included in the state court, giving the defendants the opportunity to remove the case again.

329. Rex A. Sharp described the removal to federal court as an injury to the petitioner.

330. Rex A. Sharp was aware of the other time sensitive decisions effecting both the litigations in Kansas and Missouri yet refused to meet with the petitioner's Kansas counsel in person, bizarrely insisting on a telephone conference and has since not returned any calls or communicated that he is not going to represent the petitioner.

331. On information and belief Rex A. Sharp has discovered he has been placed in the role of Gene Schorer by Stanton Hazlett and the defendants who use this technique by pattern and practice to extort the petitioner.

Racketeering Act Number Fourteen
(Fraudulent Misrepresentations on Form 10-K's By Defendant Jeffrey R. Immelt)

332. The defendant Jeffrey R. Immelt committed fraud by omission on March 3, 2006 in failing to disclose GE's liability to the petitioner for the breach of its real estate contracts with the petitioner in a Form: 10-K corporate disclosure with the filing date: 3/3/2006 signed by Jeffrey R. Immelt as required by the Sarbanes-Oxley Act of 2002, Pub. L. No. 107-204, 116 Stat. 745 to conceal Jeffrey R. Immelt and GE's anticompetitive misconduct in the market for hospital supplies and prevent General Electric's board of directors from discovering and honoring its obligation to the petitioner.

333. The defendant Bradley J. Schlozman as former Missouri U.S. Attorney Bradley Schlozman repeatedly asserted that he had as former Missouri U.S. Attorney been "directed" by Craig Donsanto, the head of the Justice Department's Election Crimes section, to file controversial voter fraud indictments against urban voter registration activists a week before the 2006 election.

334. Mediation was ordered to be initiated by the defendants during the July 05, 2006 case management hearing.

335. The plaintiff repeatedly contacted the defendants' to participate in mediation but the defendants' counsel would not return calls or initiate the mediation.

336. Mediation was again ordered by the court on February 09, 2007 and agreed to without objection by the defendants' attorney Leonard L. Wagner MO Lic. # 39783.

337. The plaintiff repeatedly contacted the defendants' law firm Husch & Eppenberger, LLC but no mediation on the plaintiff's claims for redress had been scheduled.

338. The plaintiff is being kept out of the market for hospital supplies by the defendants' continuing efforts to prevent the plaintiff from obtaining redress.

339. On September 14th, 2007 the GE defendants through their counsel John K. Power MO Lic. # 70448 filed a written document falsely misrepresenting to the court that Husch & Eppenberger, LLC had attempted to initiate mediation but was unable to reach the petitioner; that the petitioner had not contacted the defense counsel office to pursue mediation; and that the GE defendants were willing to mediate.

340. The GE defendants through there counsel Leonard L. Wagner MO Lic. # 39783 of Husch & Eppenberger, LLC fraudulently agreed to obey the court's order of mediation on at the case management conference on February 09, 2007 with no intent to actually initiate the mediation as the defendants' were ordered.

341. The GE defendants through there counsel Leonard L. Wagner MO Lic. # 39783 made no action or manifested any conduct to initiate mediation before the answer of John Power on September 14, 2007.

342. The defendants' counsel John K. Power, MO Lic. # 70448, Husch & Eppenberger, LLC in his answer dated September 14th, 2007 falsely stated that the plaintiff never attempted to contacted the defendants. The plaintiff attempted to contact the defendant's counsel repeatedly, including correspondence by email cc'd to the court clerk.

343. There is no correspondence nor have there been calls from the defense counsel related to mediation.

344. The petitioner has not impeded mediation and in fact contacted even Shelly Hinson in the court clerk's office twice in an unsuccessful attempt to find contact information for the mediator to do the defendants' work for them.

345. The GE defendants through their defense counsel John K. Power, MO Lic. # 70448 of Husch & Eppenberger, LLC made another misrepresentation directed to the state court to avoid responsibility for not following the state court's order of mediation and the petitioner has been injured further by being deprived of redress and property rights that would have enabled him to enter the market for hospital supplies.

346. This court was deceived by the GE defendants' false answer of September 14th, 2007 fraudulently stating they would initiate or participate in mediation. The defendants have not scheduled a mediation and seek to rely on forcing the petitioner to Chicago, Illinois to extort a non law based outcome on October 16, 2007 through the defendants Seyfarth Shaw LLP.

B. Missouri State Law Based Claims

347. The petitioner brings the following state law based causes of action against the defendants:

1. CAUSE OF ACTION FOR BREACH OF CONTRACT

348. Samuel K. Lipari hereby re-alleges the averments of fact above and makes the following allegations:

a. Meeting of Minds

349. 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.

350. 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

351. Then, George Frickie sent a written acceptance via e-mail with his initials added a signature at the end of the email message. No terms were disputed and the acceptance confirmed 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.

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

353. 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.

354. 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, 506 A.2d 282, 284-85 (1965).

355. 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

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

357. 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.

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

359. 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.

360. 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.

361. 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.

362. 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.

363. 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 Capital required from George Frickie and GE Transportation. Mr. McKAY indicated it could take longer to close but he would check into it.

364. 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

365. 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.

366. 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

367. 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.

368. 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.

369. 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.

2. CAUSE OF ACTION FOR INTERFERENCE WITH BUSINESS EXPECTANCIES

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

371. The General Electric defendants through their agents Seyfarth Shaw a RICO enterprise defendant in this action and Alcoa intentionally interfered with the petitioner's business expectancy in capitalizing his third attempt to enter the market for hospital supplies.

372. 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;

373. 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;

374. 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.

375. 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;

376. 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

377. 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.

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

379. 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.

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

381. The General Electric defendants had (2) knowledge of the contracts, agreements and relationship between the petitioner and US Bank, US Bancorp and Piper Jaffray.

382. 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

383. 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.

VIII. Prayer for Relief

384. 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 its projected profits with reasonable certainty.

385. 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).

A. Expectation Damages

386. 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.

387. Samuel K. Lipari seeks the lost profits that can be determined with reasonable certainty that it would have made for the next four years of operations, had it been allowed to enter the market from the GE defendants.

388. In addition to this amount, Samuel K. Lipari seeks the equity it would have gained from the purchase of the building, and the cash payment for the remainder of the lease from the GE defendants.

389. 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.

390. 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.

391. 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).

B. RICO Damages Under 18 U.S.C. § 1964

392. The petitioner was repeatedly injured by the above-described predicate acts in violation of section 1962.

393. The petitioner would not have been injured but for the defendants' repeated violations of section 1962.

394. The petitioner was injured as a proximate cause of the defendants' repeated violations of section 1962.

395. The petitioner was injured in his business and property from the defendants' repeated violations of section 1962.

396. 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).

C. RICO Disgorgement Under 18 U.S.C. § 1964

397. The plaintiff seeks that General Electric divest itself of all healthcare business units and companies including GE Health.

398. The plaintiff seeks that General Electric divest itself of any ownership interests in any hospital supply company including GHX, LLC.

399. The plaintiff seeks that GE Capital's note funding the taking of Neoforma, Inc. private to obstruct justice be sold in thirty days from judgment to a non GE purchaser.

400. The plaintiff seeks that the following corporate officers and directors of General Electric be barred for life from any control or ownership interest in the divested General Electric healthcare business units: James I. Cash, Jr., William M. Castell, Ann M. Fudge, Claudio X. Gonzalez, Susan Hockfield, Jeffrey R. Immelt, Andrea Jung, Alan G. Lafley, Robert W. Lane, Ralph S.

Larsen, Rochelle B. Lazarus, Michael A. Neal, Sam Nunn, Roger S. Penske, John G. Rice, Keith S. Sherin, Robert J. Swieringa, Douglas A. Warner III, Robert C. Wright, Joe Hogan and Jack Welch.

D. Specific Performance

401. Samuel K. Lipari seeks the leasehold currently occupied by Heartland Financial be vacated.

402. Samuel K. Lipari seeks that the court orders CARPET & MORE to make whole Heartland Financial for the loss of their lease and or ownership.

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

Respectfully Submitted,

S/ Samuel K. Lipari

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

REQUEST FOR JURY

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

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 7th day of December, 2007, by first class mail postage prepaid to:

John K. Power #35312
Leonard L. Wagner #39783
Michael S. Hargens #51077
Husch & Eppenberger, LLC
1700 One Kansas City Place
1200 Main Street
Kansas City, MO 64105-2122

ATTORNEYS FOR GENERAL
ELECTRIC COMPANY, GENERAL
ELECTRIC CAPITAL BUSINESS ASSET
FUNDING CORPORATION AND GE
TRANSPORTATION SYSTEMS
GLOBAL SIGNALING, LLC

S/ Samuel K. Lipari

Samuel K. Lipari
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saml@medicalsupplychain.com
Pro se