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**315(c)(3) points relied on for reversal**2 messages

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Alphonse Talarico &lt;contact@lawofficeofalphonsetalarico.com&gt;

Mon, Jan 8, 2024 at 9:49

AM

To: Paul Dulberg &lt;pdulberg@icloud.com&gt;, Paul Dulberg &lt;Paul\_Dulberg@comcast.net&gt;, T Kost &lt;tkost999@gmail.com&gt;

Gentlemen,

Pursuant to Illinois S. Ct. Rule 315(c)(3) the points relied on for reversal are 😂

1. Contrary to the clear ruling contained in **Suburban Real Estate Services, Inc. v. Carlson, 2022 IL 126935, 193 N.E.3d 1187, 456 Ill.Dec.779 (Ill.2022)** the trial court, with the hearing and ruling judge being a personal friend of the sole (at this time and 50% with ex-wife previously) owner of the Defendant/Appellee's Law firm set the date that the two year Statute of Limitation (735 ILCS 5/13-214.3(b) began to run was when Paul Dulberg, Plaintiff/Appellant, knew or reasonably have known of the injury for which damages were sought, but defined the injury as the alleged malpractice rather than the pecuniary injury incurred when a judgement in the underlying case was
- 2.

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Paul Dulberg <pdulberg@icloud.com>

Mon, Jan 8, 2024 at 10:45 AM

To: Law Office Of Alphonse Talarico &lt;contact@lawofficeofalphonsetalarico.com&gt;

Cc: Tom Kost &lt;tkost999@gmail.com&gt;

How's this version?

Contrary to the clear ruling contained in Suburban Real Estate Services, Inc. v. Carlson, 2022 IL 126935, 193 N.E.3d 1187, 456 Ill.Dec.779 (Ill.2022) the trial court was not clear and errored, presiding Associate Judge Joel D. Berg, being a personal friend of the sole (at this time and 50% with ex-wife previously) owner of the Defendant/Appellee's Law firm, was not clear in his ruling and failed to take into account or recognize the principal/agent relationship between the codefendants in the underlying case (12LA178) thereby erroneously setting the date that Plaintiff/Appellant knew or should have known of the pecuniary injury back to the time of the alleged wrongdoing as sometime on or before the Defendant's/Appellee's withdrawal in the underlying case (12LA178) in March of 2015 yet not earlier than the coerced settlement with only the principal in February 2014 while not taking into account that without the coerced settlement the principal would remain vicariously liable for anything the agent could not pay if found negligent which did occur on December 8, 2016.

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