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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY)
AND THE PAUL R. DULBERG)
REVOCABLE TRUST)
Plaintiffs,)
vs.) CASE NO. 2022L010905
ADR SYSTEMS OF AMERICA, LLC., et al.)
Defendants,)

MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER BASED ON
MISTAKES IN LAW

We are respectfully asking Judge Swanagan to modify or vacate his April 22, 2025 order based on the reasons given in sections ‘A’ through ‘J’ as labeled in this Motion.

- A. **DECISION DOES NOT ACCOUNT FOR ACTS OF FRAUD AGAINST DULBERG BY HIS OWN ATTORNEY TALARICO RAISED BY PLAINTIFFS**
1. We documented and provided evidence for many acts of willful and wanton prima facie professional misconduct committed by Talarico against Dulberg in our February 24, 2025 and March 17, 2025 submissions to the court. These acts took place over 3 successive time periods over about 30 months and included at least 5 separate, unique and identifiable stages of intentional lying by our retained attorney Talarico.
2. 5 separate and distinct acts of sabotage were necessary for Talarico to secure a sanctions punishment against his permanently disabled client. Talarico had to: (1) Establish “breach of contract” claims, (2) refuse to file the Amended Complaint written by his clients and given to him, (3) establish a sanctions claim, (4) secure the sanctions claim and (5) destroy any appeal attempt.
3. In the first time period of intentional lying¹ by Talarico, Talarico (1) established a “breach of contract” claim against ADR Systems of America. The acts in the first time period include:

On October 28, 2022Dulberg first received a copy of the fraudulent ADR agreement from Chapman. (**Exhibit AB**)²

On December 8, 2022at 12:56PM Talarico sent his fourth (and final) edit to Dulberg. Count 4 and 5 of the complaint, ‘Breach of Contract’ against ADR Systems and Allstate, was added only after 9:14AM that day and appears for the first time at 12:56PM. (**Exhibit AH**)³.

Dulberg signed the certification page under conditions as described to this court in our February 24, 2025 submission to this court in paragraphs 9 to 16.

1 See paragraphs 2 to 23 in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS
2 See Exhibit AB in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS
3 See Exhibit AH in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

On May 23, 2023.....Talarico sent Dulberg a retainer contract for Alan Kravets as expert witness in case 22L010905 (**Exhibit BA**)¹. Alan Kravets was already retained in February, 2022 as an expert witness and legal consultant in related case 17LA377 (**Exhibit BE**)².

Talarico claimed to Dulberg by telephone that Talarico was already consulting with Kravets on preparations for 22L010905 as early as September, 2022.

On May 25, 2023.....ADR Systems was dismissed from the case while Dulberg and Kost were dealing with personal tragedies. Talarico had made a strange 'breach of contract' argument during the hearing which had nothing to do with the complaint draft we gave to Talarico to file. (**Exhibit AM**)³

On June 1, 2023(less than 1 week after Kost first heard Talarico's 'breach of contract' argument) Talarico was clearly informed that his 'breach of contract' argument is logically and legally wrong by his clients. Talarico was clearly informed that his clients did not agree with his theory concerning the claim 'breach of contract'. Talarico never informed the court (to the present time) that Talarico was informed by his clients in writing that Talarico's 'breach of contract' argument against ADR Systems of America and Allstate is logically and legally wrong and does not represent our opinion. (**Exhibit AN**)⁴

4. The first stage of lying by itself could not result in sanctions because Judge Otto allowed Dulberg to file an Amended Complaint. Talarico needed to act through a second stage of lying to establish the sanctions claim against his permanently disabled client.
5. In the second time period of lying⁵, two separate stages of lying take place: Talarico (2) refused to file the Amended Complaint, and Talarico (3) established a sanctions claim against Plaintiffs. The acts in the second time period include:

On June 24, 2023Talarico was provided with an ADR Systems Amended Complaint draft written by Kost and Dulberg which Talarico will never file with the court. Dulberg and Kost never used any 'breach of contract' argument in the Amended Complaint because the claim is illogical and deceptive. Talarico never informed the court (to the present time) that Talarico was given an Amended Complaint written by Kost and Dulberg less than a month after Judge Otto gave Talarico permission to file an Amended Complaint. Email evidence is (**Exhibit AO**)⁶ and the draft Amended Complaint is (**Exhibit AP**)⁷.

On October 31, 2023.....(and before) Talarico told Dulberg not to attend the hearing scheduled for October 31, 2023 in 22L010905 before Judge Otto. Dulberg did not attend the hearing and Talarico told Dulberg that Talarico did not attend the hearing (but we do not know

1 See Exhibit BA in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

2 See Exhibit BE in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

3 See Exhibit AM in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

4 See Exhibit AN in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

5 See paragraph 24 to 33 in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

6 See Exhibit AO in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

7 See Exhibit AP in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

whether Talarico attended the hearing; perhaps Talarico attended and did not inform his clients). No transcript of the hearing exists. The reasons Talarico gave Dulberg to not attend the hearing are stated in **(Exhibit AV)**¹.

On November 17, 2023ADR Systems filed “ADR SYSTEMS OF AMERICA, LLC’S PETITION FOR SANCTIONS UNDER RULE 137”. **(Exhibit AW)**²

6. Talarico intentionally lied to make sure that the Amended Complaint his clients wrote for him was never filed. The Amended Complaint argued that the forged Binding Mediation agreement, forged depositions and defendant Gagnon’s admission of negligence for Dulberg’s injury is why ADR Systems of America can be named as defendants. The Amended Complaint did not include any “breach of contract” argument because, as we informed Judge Swanagan, the “breach of contract” against ADR Systems of America was a fool’s argument inserted by Talarico to intentionally set up his permanently disabled client and we clearly disagreed with it.
7. If Talarico filed the Amended Complaint with which he was provided on June 24, 2023, there could not have been any motion for sanctions without taking into account the contents of the Amended Complaint. The Amended Complaint did not contain any “breach of contract” claim and correctly identified the Binding Mediation Agreement forgery, the admission of negligence for Dulberg’s chainsaw injury by Defendant Gagnon in March, 2013 and the forged deposition certification pages as the basis for any claim against ADR Systems of America.
8. In the third time period of lying³ by Talarico, two separate stages of lying take place: Talarico (4) secured the sanctions claim and (5) destroyed any appeal attempt. The acts include:

On January 8, 2024Talarico intentionally destroyed the Supreme Court Petition in related case 17LA377. **(Exhibit BJ)**⁴

On January 14, 2024Talarico resigned as counsel. **(Exhibit AY)**⁵

On February 8, 2024Talarico acted on February 8, 2024 to intentionally misstate *Dulberg’s position* toward the “breach of contract” claim throughout the document Talarico filed with the court on February 8, 2024. Talarico’s intention is clearly indicated in the chosen name of the document, “PLAINTIFFS’ RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC’S RULE 137 MOTION FOR SANCTIONS” (the term “plaintiff” meaning Dulberg). Talarico lied to the court intentionally to shift (or transfer) the blame for the December 8, 2022 “breach of contract” claim from himself to Dulberg and Kost.

On July 15, 2024We submitted a motion to strike the February 8, 2024 document from the record and to be allowed to submit our own answer with the correct timeline of events. We knew the February 8, 2024 document intentionally misrepresented our views and that

1 See Exhibit AV in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

2 See Exhibit AW in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

3 See paragraphs 34 to 39 in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

4 See Exhibit BJ in COURT APPROVED SUPPLEMENT TO DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

5 See Exhibit AY in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

Talarico was *intentionally acting to hurt us*. The court still refuses to admit that the February 8, 2024 submission by Talarico does not represent plaintiffs's position and the court issued a final order as if February 8, 2024 submission represents plaintiffs position.

On December 17, 2024.....Order was issued allowing sanctions.

On February 24, 2025Plaintiffs were allowed to file our first response with the court concerning sanctions where we describe our position for the first time in a court document.

On March 17, 2025Plaintiffs were allowed to file a supplemental to the document filed on February 24, 2025.

On April 22, 2025Final ruling was made in a way that showed plaintiffs' February 24, 2025 and March 17, 2025 submissions had no noticeable effect on final order.

9. Talarico secured the sanctions punishment against his permanently disabled client by intentionally lying to the court on February 8, 2024. The title of the submission is "PLAINTIFFS' RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S RULE 137 MOTION FOR SANCTIONS". We have informed the court since July 15, 2024 that the document does not actually represent the plaintiffs and the document is an intentional lie submitted by Talarico in order to secure the sanctions punishment against plaintiffs.
10. The 5 separate, distinct and identifiable acts of sabotage listed above are grouped to demonstrate that Talarico could not secure a sanctions claim against his own clients simply by tricking Dulberg into signing the certification page of the complaint submitted on December 8, 2022. Much more was necessary. Talarico needed to intentionally lie about stages 2, 3, 4 and 5 as listed above also. This required foresight, planning and coordination on the part of Talarico.
11. 5 separate and distinct acts of sabotage were necessary for Talarico to secure a sanctions punishment against his permanently disabled client. Talarico had to: (1) Establish a "breach of contract" claim, (2) refuse to file the Amended Complaint written by his clients and provided to him, (3) establish a sanctions claim, (4) secure the sanctions claim and (5) destroy any appeal attempt.
12. All 5 stages of lying include acts of willful and wanton prima facie negligent conduct. Each of the 5 stages of lying must have been intentional.
13. Each of the 5 stages of lying required fraudulent concealment. Fraudulent concealment requires 4 conditions to be met:
 - 1) Important information was hidden: The claimant must demonstrate that the respondent concealed material and relevant information about the transaction.
 - 2) Intent to deceive: The claimant must demonstrate that the defendant intended to deceive or mislead them and that the concealment was done to acquire an unfair advantage or cause injury.
 - 3) Reasonable reliance: The claimant must demonstrate that they relied on the hidden information and that their reliance was reasonable in light of the circumstances.
 - 4) Injury or loss: The claimant must demonstrate that the concealment caused them injury or loss

14. In the first stage of lying by Talarico listed above, there was a clear intention on the part of Talarico to deceive plaintiffs by slipping in Count 4 and Count 5 as described in the February 24, 2025 submission to this court in paragraphs 9 to 16. Important information was hidden from Dulberg and Kost. Talarico intentionally deleted over 80% of the complaint body written by Talarico's clients and intentionally inserted Counts 4 and 5 as described in the February 24, 2025 submission to this court in paragraphs 9 to 16. Dulberg and Kost reasonably relied on Talarico to submit the complaint we wrote and gave to him to file with the court.
15. In the second stage of lying listed above, we wrote an Amended Complaint and gave it to Talarico on June 24, 2022, which is less than 1 month after Judge Otto gave us permission to submit an Amended Complaint. Talarico hid the Amended Complaint from the court by not submitting it and then Talarico told his permanently disabled client to not attend the October 31, 2023 hearing. Talarico informed us he did not attend the October 31, 2023 hearing. We do not know if Talarico was present at the October 31, 2023 hearing because there is no transcript of the hearing and no Judge or opposing counsel ever informed us whether Talarico was present or not. This was and is an intent to deceive plaintiffs by hiding the Amended Complaint to intentionally cause us injury or loss.
16. In the third stage of lying, the establishment of the sanctions claim was achieved by not attending the October 31, 2023 hearing and by not submitting an Amended Complaint that was already written by the client as of June 24, 2023.
17. In the fourth stage of lying, the securing of the sanctions claim was done by Talarico submitting "PLAINTIFFS' RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S RULE 137 MOTION FOR SANCTIONS" on February 8, 2024. The plaintiffs were never allowed to see the document before it was submitted and would never have agreed to Talarico submitting anything to the court representing the plaintiffs at that time. The document itself is an intentional lie to establish plaintiffs' intentionally incorrect legal theory as to why Dulberg committed the sanctionable act.
18. In the fifth stage of lying (destroying any appeal process) Talarico intentionally filed a petition for Appeal which listed Dulberg as a Self Represented Litigant (SLR). Talarico collected fees and acted as if Talarico was representing Dulberg in an appeal process while Talarico was actually filing the appeal with Dulberg as an SLR and stealing the money. In addition, because the appeal would have been limited to the "breach of contract" argument (which is an intentional fool's argument), any possible appeal was already destroyed by Talarico before it was attempted. **(Exhibit 261)**
19. So each of the 5 stages of lying required fraudulent concealment. Each of the 5 stages of lying must have been intentional.
20. Talarico did not only intentionally lie once or twice to his permanently disabled client. Talarico lied systematically over 5 distinct and identifiable stages of lying and over three successive time periods.
21. But while giving the ruling on April 22, 2025 Judge Swanagan concluded:

"Signing it closes the deal. So the reasons why the complaint was signed, the bottom line is, read the statute, read the cases. You know, you're obligated to have investigated and found a good faith basis for the complaint before you signed it. When it's signed and filed, boom, you're on the 6 hook; it's not a valid complaint."

22. The April 22, 2025 final ruling by Judge Swanagan appears to be the same that would be made if none of the acts of fraud against Dulberg and fraudulent concealment listed above took place. The final ruling is the same as if the July 15, 2025 and February 24, 2025 and March 17, 2025 submissions by plaintiffs were never filed with the court. The final ruling does not take account of the systematic acts of fraud Talarico committed against Dulberg which consisted of 5 uniquely identifiable and distinct stages of lying carried out over 3 time periods.
- B. DECISION GIVES ATTORNEYS GREEN LIGHT TO COMMIT FRAUD ON CLIENT FOR PROFIT FOLLOWING A SIMPLE TEMPLATE THAT CAN BE REPEATED AND PERFECTED**
23. The relation between Talarico and ADR Systems follows a simple, straightforward 5 step pattern, each step being demonstrated through evidence. The relation between Talarico and Allstate is exactly the same, as if they are mirrors of each other. These relationships are compared in Table 17 below.

TABLE 17: RES JUDICATA GAME PLAN (AS A 5 STEP PROCESS)

	ADR SYSTEMS	ALLSTATE
STEP 1	2022-10-28: Come into possession of incriminating evidence against party	2022-05-24: Come into possession of incriminating evidence against party
STEP 2	2022-12-08 Insert single "breach of contract" count into complaint with (1) no connection to incriminating evidence and (2) no supporting facts in body of complaint, just before filing complaint without client review	2022-12-08 Insert single "breach of contract" count into complaint with (1) no connection to incriminating evidence and (2) no supporting facts in body of complaint, just before filing complaint without client review
STEP 3	Delete any mention of the incriminating evidence in STEP 1 from filed complaint	Delete any mention of the incriminating evidence in STEP 1 from filed complaint
STEP 4	2023-05-25 party easily dismissed after absurd "breach of contract" argument given in court	2023-09-21 party easily dismissed after absurd "breach of contract" argument given in court
STEP 5	2023-06-24 mess up appeal petition and Amended Complaint	2023-10-20 mess up appeal petition

24. Following these 5 steps by using the 5 stages of lying described above over the 3 time periods described above allows any attorney to have a template for successful corruption to be repeated and perfected.
25. The 5 steps can destroy anyone's claims and can successfully violate anyone's right to use a courtroom.
26. During Talarico's four edits described in our February 24, 2025 submission to this court in paragraphs 9 to 16, Talarico deleted about 80% of the 'relevant facts' we sent to him on December 1, 2022, added only one sentence to the 'relevant facts' body of the complaint he was given to file, and added 2 new defendants (Allstate and ADR Systems) between 9:14AM and 12:56PM on December 8, 2022.
27. Among the 'relevant facts' provided to Talarico on December 1, 2022 that Talarico deleted are: All history of Dulberg's original chainsaw injury, all information about receiving a fraudulent agreement with Dulberg's signature fraudulently attached to the agreement from Mr. Chapman on October 28, 2022, all information about underlying case depositions having no valid certification pages and forged court reporters signatures attached, text messages between the Baudins and Dulberg proving Dulberg did not give consent to Binding Mediation on July 20, 2016 or at any other time, underlying case 12LA178 defendant Gagnon admitting negligence for Dulberg's injury as of March 2013, date Dulberg declared bankruptcy, all references to bankruptcy

trustee Heeg, destruction of key evidence “Walgreens RX receipts with timestamps” in underlying case 12LA178, all mention of Dulberg being the sole residual beneficiary of bankruptcy estate since all creditors were paid in full, and more.

C. DECISION PROVIDES STRONG ECONOMIC MOTIVATIONS TO ATTORNEYS TO COMMIT FRAUD AGAINST THEIR OWN CLIENT AND FRAUD ON THE COURT WITHOUT RISK

28. The Fees and Costs Table (**Exhibit BN-7**)¹ documents how much Talarico stole while committing the acts listed above. Talarico also received a \$10,000 retainer (which he later denied receiving) to pursue fraud on the court claims (among other claims). Talarico also claimed to pay an Expert witness and consulting attorney Allan Kravets \$14,500.
29. If the Judgment is acted upon, this means Talarico and ADR Systems of America can further conspire to have Dulberg pay all \$26,000 (since nothing in the final order prevents them from doing so). In fact this is what appears to be happening in our current communications with Mr Chapman. (**Exhibit BP**) This would mean that Talarico is allowed to ‘earn’ over \$150,000 while effectively working with opposing counsels to undermine the court process by following the 5 step template described above.

D. DECISION DOES NOT ACCOUNT FOR EXISTENCE OF FORGERIES IN 22L010905 AND IN UNDERLYING CASES 12LA178 AND BK 14-83578 RAISED BY PLAINTIFFS

30. On October 28, 2022 Mr Chapman himself on behalf of ADR Systems personally caused, passed and transmitted to Dulberg through Talarico via email a fraudulent Binding Mediation Agreement. This fraudulent Binding Mediation Agreement has Dulberg’s signature fraudulently placed on it. (**See Exhibit 11 of Dulberg’s complaint in the instant/current case**) (**Exhibit BD**)²
31. ADR Systems is both the creator of the fraudulent document and the transmitter of the fraudulent document as if it were the authentic document approved by the bankruptcy court.
32. This claim was not contested by any opposing parties.
33. The Bankruptcy Court did not approve entry into this fraudulent Binding Mediation Agreement (**Exhibit BF**)³ and did not approve Dulberg to personally enter into any agreement whatsoever. (**Exhibit BG**)⁴
34. The Bankruptcy Court only approved Trustee Olsen to enter into a very different Binding Mediation Agreement. (**Exhibit BH**)⁵
35. Both the fraudulent Binding Mediation Agreement and the Bankruptcy Court authorized Binding Mediation Agreement were created by ADR Systems.
36. Concerning the claim against Allstate for ‘breach of contract’, Talarico was in possession of evidence that at least 9 out of 10 depositions in underlying case 12LA178 had no valid certification page and at least 5 of the depositions had forgeries of court reporters signatures on the certification pages. Allstate

1 See Exhibit BN-7 in COURT APPROVED SUPPLEMENT TO DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

2 See Exhibit BD in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

3 See Exhibit BF in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

4 See Exhibit BG in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

5 See Exhibit BH in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

attorneys were participants in all 10 depositions. How could Allstate not have known about the certification pages? How could Talarico not have known about the certification pages? (Exhibit AJ1) (Exhibit AJ2) (Exhibit AJ3) (Exhibit AJ4) (Exhibit AJ5) (Exhibit AJ6) (Exhibit AJ7) (Exhibit AJ8) (Exhibit AJ9) (Exhibit AJ10) (Exhibit AJ11) (Exhibit AJ12) (Exhibit AJ13) (Exhibit AJ15) (Exhibit AJ16)¹

37. The above claims were not contested by any opposing parties.
38. The final ruling does not take account of the existence of deposition forgeries. The ruling appears to be the same that would be made if there were no deposition forgeries as described above.

E. DECISION DOES NOT ACCOUNT FOR FACT THAT DEFENDANT IN UNDERLYING CASE ADMITTED NEGLIGENCE IN MARCH, 2013 RAISED BY PLAINTIFFS

39. On February 1, 2013 Ron Barch filed CROSS-CLAIM FOR CONTRIBUTION AGAINST CO-DEFENDANT DAVID GAGNON (Exhibit 112) which stated::

“7. At the time and place alleged, notwithstanding his aforementioned duty, Defendant David Gagnon was then and there guilty of one or more of the following negligent acts and/or omissions:

- a. Caused or permitted a chainsaw to make contact with Plaintiff's right arm;
- b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;
- c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;
- d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;
- e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;
- f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;
- g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;
- h. Failed to maintain proper control over an operating chainsaw;
- i. Was otherwise negligent in the operation and control of the subject chainsaw.

8. That the injuries alleged by Plaintiff PAUL DULBERG, if any, were the direct and proximate result of negligence on the part of Defendant David Gagnon.”

40. Gagnon's attorney (Allstate attorney) Accardo has never filed an answer on behalf of Gagnon (effectively admitting all allegations as true).
41. The above claim was not contested by any opposing parties.
42. There never was any original reason for Dulberg to have any relationship with ADR Systems of America since at least 9 out of 10 depositions in underlying case 12LA178 had no valid certification page and at least 5 of the depositions had forgeries of court reporters signatures on the certification pages and the

¹ See Exhibits AJ1 to AJ16 in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

defendant Gagnon had already admitted negligence for Dulberg's chainsaw injury as of March, 2013. Binding Mediation was entered into through acts of fraud and deliberate misrepresentation to Dulberg by defendants.

43. When giving the final order on April 22, 2025 Judge Swanagan stated:

"Dulberg and his trust filed suit against multiple parties in an apparent attempt to recover the difference. Among the defendants he named was ADR."

"The notion that they {ADR} are bound by a contract which was unsigned is untenable."

44. The final ruling does not take account of the fact that Defendant Gagnon already admitted negligence for Dulberg's chainsaw injury as of March, 2013 so there was never any reason for Dulberg to be in any Binding Mediation process. The ruling appears to be the same that would be made if there were no deposition forgeries as described above and defendant Gagnon never admitted negligence for Dulberg's chainsaw injury. The ruling ignores these things while focusing only on the "breach of contract" claim which Talarico inserted into the complaint by using the template described in this document.

F. DECISION DOES NOT ACCOUNT FOR ACTS OF FRAUD ON THE COURT RAISED BY PLAINTIFFS

45. Talarico committed willful and wanton prima facie professional misconduct and fraud against Dulberg systematically. Why? For whose benefit?
46. Talarico intentionally set up a Res Judicata bar on any claim Dulberg has against ADR Systems forever in the future by setting up an intentionally fraudulent 'breach of contract' claim as a simple frivolous lawsuit set up to be summarily dismissed quickly and then Talarico intentionally destroyed any filing of any Amended Complaint and intentionally destroyed any possible appeal.
47. The deliberate addition of 'breach of contract' claims is willful and wanton prima facie professional misconduct and fraud against Dulberg.¹
48. Talarico also intentionally set up a Res Judicata bar on any claim Dulberg has against Allstate forever in the future by setting up an intentionally fraudulent 'breach of contract' claim as a simple frivolous lawsuit set up to be summarily dismissed quickly and then Talarico intentionally destroyed any filing of any amended complaint and intentionally destroyed any possible appeal.
49. In relation to defendants Baudins and Olsen, Talarico intentionally removed from the complaint his clients wrote by themselves and gave to him to submit on their behalf the following: Date of Dulberg's bankruptcy filing, any mention of bankruptcy trustee Heeg, any mention of the fact that Defendant Gagnon admitted negligence for Dulberg's injury as of March, 2013, text messages proving that Dulberg never gave consent to Binding mediation on July 20, 2016 like the Baudins claim (or at any other time), Dulberg's status as sole residual beneficiary of the bankruptcy estate once all creditors were paid in full (and they were), evidence of burial of key evidence by Dulberg's own attorney in 12LA178, evidence that at least 9 out of 10 depositions have no valid certification page and at least 5 have court reporters signatures forged on certification pages, any mention of original chainsaw injury, any mention that Polovich and Mast, then Balke tried to get Dulberg to settle with remaining defendant for \$50,000 without any input or oversight from the bankruptcy trustee, any mention that The Baudins and Allstate alone created the binding mediation conditions and the 'upper cap' without any oversight of the

1 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

bankruptcy trustee Heeg.

50. The deliberate removal of important information is willful and wanton prima facie professional misconduct and fraud against Dulberg.¹
51. There is no explanation why Talarico acted as documented in this Motion to Reconsider and our February 24, 2025 and March 17, 2025 submissions to this court other than to benefit opposing parties.
52. Attorney collaboration collapses the adversarial process. The Dulberg cases go to the heart of the corruption of this adversarial relationship between plaintiff and defendant that makes court valid.
53. The final ruling does not take account of the systematic acts of fraud on the court by collapsing the adversarial process which makes court valid. The ruling appears to be the same that would be made if none of the acts of fraud on the court took place.

G. DECISION DOES NOT ACCOUNT FOR INVOLVEMENT OF SECOND RETAINED ATTORNEY AND THEIR LIABILITY RAISED BY PLAINTIFFS

54. In February of 2022 Talarico claimed to retain an expert witness named Alan Kravets in related case 17LA377. Talarico also claimed to retain Alan Kravets for 22L010905. **(Exhibit BA)**²
 - a. Did Kravets play a role in determining legal sufficiency of Talarico's final edit between 9:14AM and 12:56AM on December 8, 2022?
 - b. Did Alan Kravets advise Talarico to place counts 4 and 5 in the final edit of the complaint?
 - c. Was Alan Kravets consulted by Talarico when Talarico told Dulberg not to attend the October 31, 2023 status hearing?³
 - d. If not, what was Alan Kravets retained for? (If yes, then the legal advice of expert witness Alan Kravets goes to the heart of the question of who is responsible for the penalty of sanctions.)
55. As of the date of this filing we have no evidence that the Alan Kravets responding to us by email even exists. The person corresponding by email claims that they:
 - a. accepted a retainer of \$5,400 for 22L010905 that Dulberg paid **(Exhibit BN-1)** and **(Exhibit BN-2)**⁴, and they...
 - b. did no billable work on the case 22L010905 **(Exhibit BN-3)**, even though they...
 - c. refuse to give any money back to Dulberg or to Kost **(Exhibit BN-4)** and **(Exhibit BN-5)**.
56. Alan Kravets has received \$14,250.00⁵ in total from Dulberg and Kost and Dulberg and Kost has received no money back. Even though Alan Kravets

1 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

2 See **(Exhibit BA)** in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

3 Described in ¶31-32 in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

4 See Exhibits BN-1 to BN-5 in COURT APPROVED SUPPLEMENT TO DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

5 On 03/16/2022 Dulberg additionally paid \$304.80 for a Lawyerport (Westlaw) subscription to be shared by Talarico and Kravets

Again on 02/08/2023 Dulberg additionally paid \$1,670.86 for a Lawyerport (Westlaw) subscription to be shared by Talarico and Kravets

admitted receiving \$5,400 retainer for 22L010905, Alan Kravets claimed to have not even done 0.1 hours of billable work on 22L010905. Alan Kravets claims he has no obligation to return the \$5,400 to Dulberg and Kost. Alan Kravets claimed he already sent the money to Talarico, and since Talarico was alive when Talarico received the money, apparently Alan Kravets considers the matter closed. (see Exhibits listed in ¶39)

57. In related case 17LA377 Dulberg was billed \$8,850.00 for services. Dulberg has no evidence of any work being done, no evidence of any opinion given, for over \$8,850.00 paid to Alan Kravets for 17LA377. In related case 17LA377 Alan Kravets did offer to return \$2,250 of the \$8,850.00 retainer Alan Kravets received for case 17LA377 but the letters that Dulberg and Kost received from Kravets for some strange reason used the term “Mr Dulberg” associated with a person named “Dave Dulberg”. The term “Mr Dulberg”, used throughout both letters, seems to refer to two different people (Paul Dulberg and Dave Dulberg). (**Exhibit BN-6**)¹ The letter was written in such a way that if Dulberg signed the letter, Dulberg would be authorizing Alan Kravets to sent the check to a person named “Dave Dulberg”.
58. The claims above were not contested by any opposing party or by Talarico.
59. The final ruling does not take account of the existence this second retained attorney and their contribution to the sanctionable act. Alan Kravets is not taken into consideration when the court applied the punishment of sanctions. The ruling appears to be the same that would be made if the second retained attorney had never participated in any sanctionable act.

H. ADR SYSTEMS OF AMERICA NOW EMPLOYEES JUDGE THOMAS MEYER (WHO PRESIDED OVER RELATED CASE 17LA377 AND UNDERLYING CASE 12LA178)

60. We recently learned that Thomas Meyer is now employed by ADR Systems of America. (**Exhibit 260**)
61. Judge Meyer presided over related legal malpractice case 17LA377 for about 6 years using a novel legal theory of 2 year statute of limitations which is at odds with Illinois Law as detailed in the key secondary source “Trial Handbook for Illinois Lawyers”, Section 22:29. The case 17LA377 was dismissed using the same novel legal theory at odds with *Suburban Real Estate Services, Inc. v. Carlson*, 2022 IL 126935, 456 Ill. Dec. 779, 193 N.E.3d 1187 (Ill. 2022) and at odds with the key secondary source “Trial Handbook for Illinois Lawyers”, Section 22:29.
62. The key secondary source has been available since 1964, is in its 8th edition, and is only 3 pages long.
63. Mr. Talarico helped discover Judicial Fraud that took place in the underlying case 12LA178 and a related case 17LA377. Mr. Talarico knowingly hid these facts from the Twenty Second Judicial Circuit, the First Judicial Circuit in this instant cause of action 2022L010905 and from both Appellate Courts and the Illinois Supreme Court by intentionally ruining the Appellate Court Brief and the Supreme Court Petition. Associate Judge Thomas A. Meyer and Associate Judge Joel D. Berg both have Judicial Conflicts of Interest with Thomas J. Popovich and the Law Offices of Thomas J. Popovich P.C.. In Fact, the whole of the Judiciary in the Twenty Second Judicial Circuit had Judicial Conflicts of Interest with Thomas J. Popovich and the Law Offices of Thomas J. Popovich P.C. and have willingly self recused before, during and after 12LA178 and 17LA377. The then Chief Judge of the Twenty Second Judicial Circuit

1 See Exhibit BN-6 in COURT APPROVED SUPPLEMENT TO DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

had filed M.R. 898's sending other cases involving Thomas J. Popovich out of the circuit (at the same time Dulberg's cases involving Thomas J. Popovich were ignored and heard by Judges with clear Judicial Conflicts of Interest in the Twenty Second Judicial Circuit). The evidence strongly suggests the Twenty Second Judicial Circuit will not self recuse when it benefits Thomas J. Popovich and there is little chance of the Judicial Conflict being discovered by the opposing party. For example, even though Judge Meyer stated he was friends with Popovich in 2012 and recused himself from case 12LA326, Judge Meyer later presided over 15CV265 with Popovich as a defendant (found not guilty) and Judge Meyer presided over both 12LA178 and the resulting legal malpractice case 17LA377 with the Popovich law firm as defendant (found not guilty). (Exhibit BI-1) (Exhibit BI-2) (Exhibit BI-3) (Exhibit BI-4) (Exhibit BI-5) (Exhibit BI-6) (Exhibit BI-7)¹

64. Mr Talarico's current counsel Tom Long (personally) and the firm Konicek & Dillon represented Thomas J. Popovich in the Twenty Second Judicial Circuit. 15LA78 and 12LA326 (First Circuit Case No. 2012L000196), cases where Associate Judges Thomas A. Meyer and Joel D. Berg (presiding Judges in 17LA377) recused themselves due to Judicial Conflicts of Interest with Popovich in some cases but not in other cases. Both Tom Long and Talarico are aware that personal friends of Popovich served as Judges in related legal malpractice case 17LA377 and this knowledge was never brought to the court's attention (deliberately). Members of the firm Konicek & Dillon are potential witnesses to Judicial Fraud that benefits Popovich. (Exhibit BI-1) (Exhibit BI-2) (Exhibit BI-3) (Exhibit BI-4) (Exhibit BI-5) (Exhibit BI-6) (Exhibit BI-7)²

I. THE ILLINOIS GENERAL PUBLIC IS IN DANGER OF BEING TARGETED BY THIS SCHEME OR SIMILAR SCHEMES AT ANY TIME

65. The acts described in the March 24, 2025 and April 17, 2025 submissions and this submission document behavior of officers of the court which is a danger to the general public. The 5 step process is so simple and lucrative that Illinois sttorneys can repeatedly "ambush" any targeted person at the moment of filing a complaint. They simply need to get a client to sign the certification page without properly reviewing the complaint. This starts only stage 1 of the 5 stage process but, as is consistent with Judge Swanagan's April 22, 2025 ruling, stages 2, 3, 4 and 5 are inescapable. and can be dragged out over a period of years, over which both the clients attorney (Talarico) and opposing counsel will be making money off the target. There are red flags throughout case 22L010905. There are also red flags throughout related case 17LA377 just as there are red flags in underlying cases 12LA178 and BK 14-83578. The current order effectively punishes (and allows further targeting of) the only people (the plaintiffs) who have made efforts to raise these red flag issues to the court's attention and to the attention of the general public.
66. The final order allows a simple but inescapable template for successful corruption to be perfected and repeated in the Illinois court system. The case 22L010905 may be just the tip of the iceberg of a larger system of attorney collaboration to commit fraud on chosen targets and targeted cases in the Illinois court system using this or similar templates. To allow the final April 22, 2025 order to stand unmodified may be an inadvertent open invitation to these

¹ See Exhibits BI-1 to BI-7 in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

² See (Exhibits BI-1, BI-2, BI-3, BI-4, BI-5, BI-6 and BI-7) in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

simple but inescapable types of corruption in Illinois courts.

67. The court, by not acting on any of the evidence of fraud against Dulberg by Talarico, would effectively give the green light to the same acts being committed on other unknowing and unwilling targets, stripping them of any ability to use a courtroom in Illinois at any time and providing the offending attorneys as officers of the court with a handsome profit.

68. As a result of the Greylord investigations first becoming public in 1983, the Illinois Supreme Court assembled The Special Commission on the Administration of Justice in Cook County in 1984. THE SPECIAL COMMISSION ON THE ADMINISTRATION OF JUSTICE IN COOK COUNTY FINAL REPORT was first released on September 14, 1988 (about 1 week before Himmel was decided by the Illinois Supreme Court on September 22, 1988). Some of their final conclusions are contained in the following quotes:

“...the lack of personal honesty on the part of some judges and lawyers does not explain how the corruption revealed in the Greylord trials could be carried out for decades, undetected by responsible authorities, nor how it could evolve into such well-organized and systematic schemes.” (page 8 of the FINAL REPORT)

“...despite the duty that lawyers have under the Illinois Code of Profession Responsibility to report their knowledge of illegal acts, this type of corruption continued for decades, apparently unreported to law enforcement officials.” (page 53 of the FINAL REPORT)

“The state’s agencies responsible for regulating professional conduct - the Attorney Registration and Disciplinary Commission and the Judicial Inquiry Board - also apparently failed to detect criminal wrongdoing. Because lawyers and court personnel are reluctant to report misconduct, there was little risk that crimes would be brought to the attention of law enforcement or regulatory officials by private citizens.” (page 53 of the FINAL REPORT)

“The official rules - such as the Court’s rules, the lawyer’s Code of Professional Responsibility and the criminal laws governing courtroom conduct - form what one writer has called a “myth system.” What actually occurs in these courtrooms reflects a different set of norms which constitutes and “operational code.”” (page 67 of the FINAL REPORT)

“The criminal conspiracies which persisted in Cook County’s courtrooms could not have endured if lawyers had reported what they saw or suspected to law enforcement officials. Indeed, the status of lawyering as a profession is threatened when attorneys do not comply with this duty. We doubt whether the public will long tolerate the self-regulatory status of lawyers if they do not rectify the widespread disregard for their obligation to report the crimes and misdeeds of others.” (page 75 of the FINAL REPORT)

69. Upon leaving office in 1981 (one year after Operation Greylord began and while still under cover), former United States Attorney for the Northern District of Illinois Thomas P. Sullivan observed:

“There seems to be in Chicago and the surrounding areas a pervasive, deep-seated lack of honesty at all levels of Government and business. I do not know whether it is worse here than elsewhere, but I do know that public and private corruption is commonplace in our city.” (page 63 of FINAL REPORT)

70. The American Bar Association’s Special Committee on Evaluation and Disciplinary Enforcement referred to the state of lawyer discipline as:

“a scandalous situation that requires the immediate attention of the profession.” the Committee’s report went on the note that “[w]ith few exceptions the prevailing attitude of lawyers toward disciplinary enforcement ranges from apathy to outright hostility.” (page 74 of FINAL REPORT)

71. Concerning an attitude of complacency, efforts to maintain status quo and “look the other way” in the wake of Greylord, THE SPECIAL COMMISSION concluded:

“We are certain that complacency is not the answer to the problems revealed by the Greylord prosecutions. Nothing, we believe, would be more demoralizing than failing to take action to check corruption and prevent further erosion of public confidence in the court system.”¹ (page 12 of FINAL REPORT)

72. Concerning the importance of federal law enforcement and federal government responsibility over Illinois courts THE SPECIAL COMMISSION concluded:

“...until state and local governments demonstrate the willingness and capacity to act in this area, we strongly believe federal law enforcement should continue to prosecute local corruption cases. United States Attorney for the Northern District of Illinois Anton R. Valukas has stated that he is committed to pursuing Greylord cases as long as there are viable leads to pursue. Nothing, we believe, could be more important for ensuring the integrity of our court system.” (page 83 of FINAL REPORT)

with a footnote: “The Illinois General Assembly has been reluctant to provide state prosecutors with the means to officially combat official corruption. Until they do, the federal government will undoubtedly carry the heaviest responsibility in this area.”²

73. The plaintiffs never acted in bad faith toward this court as we are currently accused. Instead, plaintiffs were ‘mugged’ (or ‘jumped’) by their own retained attorney who was working for the benefit of opposing parties in Illinois courts in a post-Himmel court environment that is probably not so completely different from the pre-Himmel court environment as described by THE SPECIAL COMMISSION ON THE ADMINISTRATION OF JUSTICE IN COOK COUNTY in their FINAL REPORT quoted in this document.

J. DULBERG WAS DENIED DUE PROCESS BY NOT BEING ALLOWED THE RIGHT TO HAVE AN EVIDENTIARY HEARING OR CONDUCT ANY DISCOVERY OVER ANY OF THESE ‘RED FLAG’ ISSUES

74. Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-9:

Necessity of Hearing. The court always should hold an evidentiary hearing when a sanction award is to be based on improper purpose. Hess, 2012 IL App (5th) 090059, ¶ 26 (dictum); Century Road Builders, Inc. v. City of Palos Heights, 283 Ill. App. 3d 527, 531 (1st Dist. 1996). The court generally should admit evidence of similar conduct in other cases to prove the signer acted for an improper purpose. Clark v. Gannett Co., Inc., 2018 IL App (1st) 172041, ¶ 71.

75. If we do have the right to an evidentiary hearing consistent with the quote above, we have repeatedly expressed that we wish to exercise that right concerning the original sanctionable act of December 8, 2022 such as:

1 In ‘No More Greylords?’ by Richard Lindberg (1994) published by ‘IPSN – Founder Combined Counties Police Association’, retired Judge James M. Bailey stated: “Personally Harry Comerford is one of the nicest guys you can ever hope to meet. But Harry’s like everybody else. He’s going to protect his back. The only way you protect your back is to go ahead and make the assignments on the basis of politics, or on the basis of who you know.” The article states: “The office of Chief Judge of the Circuit Court of Cook County is a patronage mill - no different than the Cook County Board, the County Clerk’s office, or the ill-fated Sheriff’s office under James O’Grady and his successor Michael Sheahan.” Retired Judge James M. Bailey continued: “This position probably has more power than the Appellate Court. ...It might even have more power than the Supreme Court. Just look at the enormity of the budget and see Just how many people the Circuit Court of Cook County hires. There are so many jobs the Chief Judge is in control of - secretaries, probation officers, public defenders - it’s amazing. You’re talking about a lot of jobs.”

2 In ‘No More Greylords?’ by Richard Lindberg (1994) states: “Judge Comerford’s political allegiance goes to House Speaker Michael Madigan who appears to want to maintain the political status quo in the Cook County courts. Over the years Speaker Madigan has effectively spiked attempts on the part of various advocacy groups like the Chicago Council of Lawyers to push for merit selection of Judges in Illinois.”

- a. Calling Talarico and Alan Kravets as witnesses to verify whether Alan Kravets as he communicates through the emails is a real person and to learn of his relation to sanctionable acts.
- b. Obtaining unredacted and complete record of recorded telephone conversations between Talarico and Dulberg and Talarico and Thomas Kost and between Talarico and all third parties and opposing counsel performed while representing his clients (because they go the heart of actions taken on and around December 8, 2022, October 31, 2023 and other interactions during actions of fraud on the court and sanctionable actions.
- c. Obtaining CASE FILES (work product) and other evidence.

It is this evidence that goes to the heart of who is truly responsible for the sanctionable act.

76. In addition, we were deprived of any discovery to further investigate any of the numerous 'red flag' issues we have been raising to the court since July 15, 2024 (after first discovering them in and after January, 2024) and which we are raising in this Motion to Reconsider and in our February 24, 2025 and April 17, 2025 submissions to the court.
77. In the case that Judge Swanagan rules against this motion, we welcome this opportunity for Judge Swanagan to explain further any and all of the points A through J that we are raising in this MOTION TO RECONSIDER so that we can respectfully perfect our right to appeal his decisions.

WHEREFORE, the Plaintiffs, PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, pray that the Court enter an Order GRANTING this MOTION TO RECONSIDER APRIL 22, 2005 FINAL ORDER BASED ON MISTAKES IN LAW, STRIKE OR MODIFY the courts APRIL 22, 2005 FINAL ORDER BASED ON MISTAKES IN LAW and grant any other relief the court deems appropriate.

Respectfully submitted, this 20th day of May 2025

By: /s/ Paul R. Dulberg
Paul R. Dulberg
4606 Hayden Ct.
McHenry, Illinois 60051
(847) 497-4250
Paul_Dulberg@comcast.net

Pro se for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 1-109

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/ Paul R. Dulberg
Paul R. Dulberg

CLACK

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

PAUL DULBERG,

Plaintiff,

vs.

DAVID GAGNON, Individually, and as
Agent of CAROLINE MCGUIRE and BILL
MCGUIRE, and CAROLINE MCGUIRE
and BILL MCGUIRE, Individually,

Defendants.

Case No. 12 LA 178

FILED

FEB - 1 2013

KATHLEEN M. KESPE
McHENRY CTY. CIR. CLK.

CROSS-CLAIM FOR CONTRIBUTION AGAINST
CO-DEFENDANT DAVID GAGNON

The Defendants, BILL MCGUIRE and CAROLYN MCGUIRE, by and through their attorneys, Cicero, France, Barch & Alexander, PC, and for their cross-claim for counterclaim for contribution against Defendant David Gagnon, state as follows:

1. Plaintiff PAUL DULBERG has filed a two-count complaint against Defendants David Gagnon, Bill McGuire and Carolyn McGuire seeking damages for injuries he attributes to a chainsaw incident that purportedly occurred on June 28, 2011 in the County of McHenry, State of Illinois.

2. The chainsaw incident set forth in Plaintiff's Complaint purportedly occurred on a residential parcel owned by Defendants Bill McGuire and Carolyn McGuire.

3. Defendants Bill McGuire and Carolyn McGuire were not present in the vicinity of the chainsaw incident when it occurred.

4. At the time of the alleged chainsaw incident, Plaintiff PAUL DULBERG was assisting Defendant David Gagnon as Defendant Gagnon was cutting and trimming trees and branches with a chainsaw.

5. At said time and place, Defendant David Gagnon owed a duty to exercise reasonable care at all times to avoid causing injury and property damages to others.

6. On the date and in the location set forth in Plaintiff's Complaint, the chainsaw being then and there operated by Defendant David Gagnon made contact with the right arm of Plaintiff PAUL DULBERG.

7. At the time and place alleged, notwithstanding his aforementioned duty, Defendant David Gagnon was then and there guilty of one or more of the following negligent acts and/or omissions:

- a. Caused or permitted a chainsaw to make contact with Plaintiff's right arm;
- b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;
- c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;
- d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;
- e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;
- f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;
- g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;
- h. Failed to maintain proper control over an operating chainsaw;
- i. Was otherwise negligent in the operation and control of the subject chainsaw.

8. That the injuries alleged by Plaintiff PAUL DULBER, if any, were the direct and proximate result of negligence on the part of Defendant David Gagnon.

9. By virtue of those aforesaid actions, Defendant David Gagnon is a joint tortfeasor within the meaning of the Illinois Contribution Among Joint Tortfeasors Act (740 ILCS 100/0.01, et seq.) which was in full force and effect on the date of the occurrence and, as such, the State of

Illinois recognizes the right of contribution among joint tortfeasors.

9. Should the Defendants Bill McGuire and Carolyn McGuire be found liable for the injuries to Plaintiff PAUL DULBERG, Defendants Bill McGuire and Carolyn McGuire are entitled to contribution from Defendant David Gagnon for that portion of the total recoveries, if any, by Plaintiff PAUL DULBERG that the Defendants Bill McGuire and Carolyn McGuire are required to pay in excess of their pro rata share of the liability pursuant to the aforesaid Illinois Contribution Among Joint Tortfeasors Act.

WHEREFORE, the Defendants, BILL MCGUIRE and CAROLYN MCGUIRE, demand judgment in their favor and against Defendant David Gagnon for any and all sums for which Defendants BILL MCGUIRE and CAROLYN MCGUIRE may be held liable to Plaintiff PAUL DULBERG, in excess of their pro rata share.

Defendants Hereby Demands A Trial By Jury

CAROLYN MCGUIRE and BILL MCGUIRE,
Defendants, by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By



RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was
served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid,
at Rockford, Illinois, at 5:00 o'clock p.m. on 1/25/13.



Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)



Hon. Thomas A. Meyer, (Ret.) Illinois

Neutral Availability

Judge Meyer has been involved in civil litigation for nearly four decades. Prior to becoming a judge, he was a founding partner at SmithAmundsen LLC (now Amundsen Davis LLC), Chicago office, and was chairman of the Civil Litigation practice group. His legal practice focused on construction, commercial transportation, product liability and professional liability. Judge Meyer took the bench in 2007 in the 22nd Circuit Court in McHenry County. There, he spent 13 years handling litigation in the Law Division. He has a wide range of experience, having tried and pre-tried hundreds of civil cases both as a litigator and judge. Judge Meyer has helped resolve matters involving everything from employment and partnership disputes to medical malpractice and nursing home cases. His unruffled demeanor along with his ability to understand the needs and interests of others make him well suited for his role as a mediator and arbitrator.

Types of Cases Resolved

Auto Liability

Bad Faith

Class Action

Construction Accidents

Construction Defect

Contract

Discrimination

Eminent Domain

Employment

Environmental

Fiduciary Duty

Fraud

Government

Insurance Coverage

Landlord-Tenant

Medical Malpractice

Nursing Home

Partnership Dispute

Personal Injury

Premises Liability

Product Liability

Professional Malpractice

Property Damage

Real Estate

Sexual Harassment

Shareholder Dispute

Temporary Restraining Order
(TRO)

Uninsured & Underinsured
Motorist (UM&UIM)

Workers' Compensation

Estates

Probate

Wrongful Death

ADR Experience and Qualifications

Since joining ADR Systems in 2024, Judge Meyer has served as a full-time mediator and arbitrator

16-year judicial career in the 22nd Circuit Court of McHenry County, including Circuit Judge, initially assigned to traffic and later criminal; serving primarily in the Law Division, 2007-2023

23-year legal career in civil litigation at SmithAmundsen LLC, Chairman of Civil Litigation Group, 2003-2007 and Manager of firm's Rockford and Woodstock offices, 1994-2003; Querrey & Harrow, Ltd. 1987-1997; Associate at McSherry & Gray, 1985-1987

Arbitrator for the Cook, McHenry and Winnebago Counties' Mandatory Arbitration Program

Special Assistant State's Attorney, McHenry and Winnebago counties

Representative Cases

Contract: plaintiff, a medical clinic, filed suit alleging that a provider, while employed by clinic, violated non-compete agreement and misappropriated patient contact information; settled case when parties agreed to geographical areas where defendant might continue his new practice and a division of the patient lists

Medical Malpractice: plaintiff brought suit through her guardian against defendants, alleging medical malpractice due to failure to correctly diagnose and treat her condition; plaintiff experienced brain damage and a stroke, resulting in the appointment of a guardian to manage her affairs; matter settled for several million dollars

Medical Malpractice and Wrongful Death: allegations that the defendant provider failed to diagnose the plaintiff's decedent colorectal cancer

Medical Malpractice and Wrongful Death: case arising out of a failed stomach stapling surgery that was intended to help the plaintiff's decedent to lose weight

Personal Injury: plaintiff alleged significant injuries to his leg due to negligent operation of a stump grinder by defendant's employees

Probate: plaintiff and his siblings were beneficiaries of a family trust; suit for declaratory judgment involved allegations that trustees had violated their fiduciary duties and must be removed; settlement involved one of the trustees stepping down and the termination of the agreements that were alleged to have created the conflicts of interest

Real Estate: buyer claimed fraudulent misrepresentation from alleged failure to disclose water infiltration issues in the purchased residence; case was settled in early stages of the litigation

Wrongful Death: case arose from an automobile accident wherein the defendant's delivery van struck the plaintiff's vehicle and caused the death of one of the passengers

Personal Injury: settled case involving multiple defendants working on a housing development; resolution required interpretation of multiple subcontracts among the defendants

Professional Activities and Awards

Named a Super Lawyer in Illinois by Law & Politics

Member, Chicago Bar Association

Member, Winnebago County Bar Association

Member, McHenry County Bar Association

Member, Illinois State Bar Association

Member, Illinois Association of Defense Trial Counsel

Presentations and Publications

Presenter, "Jury Instructions," O'Hagan, Smith & Amundsen LLC litigation attorneys

Presenter, "Issues in Electronic Discovery," O'Hagan, Smith & Amundsen LLC seminar

Presenter, "Tort Reform and Best v. Taylor," Kmart litigation team

Education

JD, DePaul University College of Law

BBA, St. Norbert College

Admissions

Illinois State Bar

Disclosure

I was a sitting judge for over 16 years, have practiced law and have been a mediator and arbitrator since 2024. Many attorneys have tried cases in my courtrooms or mediated or arbitrated a case with me.



disclosures listed above will not affect my neutrality in this dispute.

Name: The Paul R. Dulberg Revocable Trust

First

Middle

Last

☒ Plaintiff-Appellant☐ Petitioner-Appellant

OR

☐ Defendant-Appellant☐ Respondent-Appellant

In 3, identify every order or judgment you want to appeal by listing the date the trial court entered it.

3. List the date of every order or judgment you want to appeal:

05/25/2023

Date

08/29/2023

Date

09/21/2023

Date

In 4, state what you want the appellate court to do. You may check as many boxes as apply.

4. State your relief:

- ☒ reverse the trial court's judgment (*change the judgment in favor of the other party into a judgment in your favor*) and ☒ send the case back to the trial court for any hearings that are still required;
- ☒ vacate the trial court's judgment (*erase the judgment in favor of the other party*) and ☒ send the case back to the trial court for a new hearing and a new judgment;
- ☒ change the trial court's judgment to say: Transcript of 9/21/23 and order of May 25, 2023 are in opposite and trial court statement that the case is over regarding all Defendants is incorrect,
- ☒ order the trial court to: acknowledge that Fraud (and Fraud on the Court) is alleged, that the Statute of Limitations began to run on October 28, 2022 pursuant to the "Discovery Rule", that Dulberg was legally disabled at all times herein, the automatic BK stay was
- ☒ other: violated, allow Appellants to supplement Record on Appeal to include a bystanders report showing that the Baudin Defendants refused 304(a) language in the 8/2923 order ect and grant any other relief that the court finds appropriate.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name. Fill in your address, telephone number, and email address, if you have one.

/s/ Paul R. Dulberg
Your Signature

4606 Hayden Ct.
Street Address

Paul R. Dulberg
Your Name

McHenry, IL 60051
City, State, ZIP

Paul R. dulberg@comcast.net
Email

(847) 497-4250
Telephone

Attorney # (if any)

Additional Appellant Signature

/s/ Thomas W. Kost, Trustee
Signature

423 Dempster St.
Street Address

Thomas W. Kost
Name

Mt. Prospect, IL/ 60056
City, State, ZIP

tkost999@gmail.com
Email

(847) 439-2198
Telephone

Attorney # (if any)

All appellants must sign this form. Have each additional appellant sign the form here and enter their complete name, address, telephone number, and email address, if they have one.

GETTING COURT DOCUMENTS BY EMAIL: You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

PROOF OF SERVICE (You must serve the other party and complete this section)

In **1a**, enter the name, mailing address, and email address of the party or lawyer to whom you sent the document.

In **1b**, check the box to show how you sent the document, and fill in any other information required on the blank lines.

In **1b**, check the box to show how you are sending the document.

CAUTION: If you and the person you are sending the document to have an email address, you **must** use one of the first two options. Otherwise, you may use one of the other options.

In **c**, fill in the date and time that you sent the document.

In **2**, if you sent the document to more than 1 party or lawyer, fill in **a**, **b**, and **c**. Otherwise leave **2** blank.

1. I sent this document:

a. To:

Name: Jeremy N. Boeder*First**Middle**Last*Address: 225 W. Washington St. #2550 Chicago Illinois 60606*Street, Apt #**City**State**ZIP*Email address: jnboeder@tribler.com

b. By:

☒ An approved electronic filing service provider (EFSP)☐ Email (*not through an EFSP*)*Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.*☐ Personal hand delivery to:☐ The party☐ The party's family member who is 13 or older, at the party's residence☐ The party's lawyer☐ The party's lawyer's office☐ Mail or third-party carrierc. On: 10/19/2023*Date*At: 4:55 ☐ a.m. ☒ p.m.*Time*

2. I sent this document:

a. To:

Name: Jason W. Jochum*First**Middle**Last*Address: 550 W. Adams St. #300 Chicago Illinois 60661*Street, Apt #**City**State**ZIP*Email address: Jason.Jochum@lewisbrisbois.com

b. By:

☒ An approved electronic filing service provider (EFSP)☐ Email (*not through an EFSP*)*Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.*☐ Personal hand delivery to:☐ The party☐ The party's family member who is 13 or older, at the party's residence☐ The party's lawyer☐ The party's lawyer's office☐ Mail or third-party carrierc. On: 10/19/2023*Date*At: 4:55 ☐ a.m. ☒ p.m.*Time*

In 3, if you sent the document to more than 1 party or lawyer, fill in a, b, and c. Otherwise leave 2 blank.

3. I sent this document:

a. To:

Name: Robert A. Chapman

First

Middle

Last

Address: 190 S. LaSalle St.#3850 Chicago, Illinois 60603

Street, Apt #

City

State

ZIP

Email address: rchapman@chapmanspingola.com

b. By:

☒ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☐ Mail or third-party carrier

c. On: 10/19/2023

Date

At: 4:55

☐

a.m.

☒

p.m.

Time

Under the Code of Civil Procedure, [735 ILCS 5/1-109](#), making a statement on this form that you know to be false is perjury, a Class 3 Felony.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name.

I certify that everything in the Proof of Service is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under [735 ILCS 5/1-109](#).

/s/ Alphonse A. Talarico

Your Signature

Alphonse A. Talarico

Print Your Name

6184530

Attorney # (if any)

From: Suhani Mehrotra smehrotra@chapmanspingola.com  
Subject: Paul Dulberg et al. v. ADR Systems of America, LLC
Date: May 1, 2025 at 5:36 PM
To: Paul Dulberg Paul_Dulberg@comcast.net, Tom Kost tkost999@gmail.com
Cc: Robert Chapman rchapman@chapmanspingola.com

SM

Mr. Dulberg and Mr. Kost,

As you are aware on April 22, 2025, Judge Swanagan entered an order granting ADR Systems of America LLC's Petition for an Award of Attorneys' Fees and Costs and awarded ADR Systems \$25,643.75, which consists of \$25,092.50 in attorneys' fees and \$551.25 in costs, against Paul Dulberg, the Paul Dulberg Revocable Trust, and Alphonse Talarico, jointly and severally.

Please confirm by **Tuesday, May 6** that you will pay the total amount awarded - **\$25,643.75**. We are available to discuss any payment options. If we cannot resolve this matter by Tuesday, May 6, or we do not hear from you by then, we will initiate post-judgment collection proceedings.

Suhani Mehrotra

Associate

190 South LaSalle Street, Suite 3850
Chicago, IL 60603
Phone | 312 606-8753
Fax | 312 630-9233

chapman|spingola

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and delete the original message or any copy of it from your computer system. Thank you.

Exhibit BP

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC
Date: May 6, 2025 at 12:42 PM
To: Suhani Mehrotra smehrotra@chapmanspingola.com
Cc: Tom Kost tkost999@gmail.com, Robert Chapman rchapman@chapmanspingola.com

Hello,

I am currently investigating legal options for appealing the judgement..

Are you open to negotiating the judgement amount?

Paul

On May 1, 2025, at 5:36 PM, Suhani Mehrotra <smehrotra@chapmanspingola.com> wrote:

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From: Robert Chapman rchapman@chapmanspingola.com
Subject: RE: Paul Dulberg et al. v. ADR Systems of America, LLC
Date: May 6, 2025 at 1:14 PM
To: Paul Dulberg Paul_Dulberg@comcast.net, Suhani Mehrotra smehrotra@chapmanspingola.com
Cc: Tom Kost tkost999@gmail.com

RC

Mr. Dulberg/Mr. Kost:

You can make an offer. However, pending an agreed upon resolution, we will proceed with serving citations to discover Mr. Dulberg's personal assets and assets of the trust and will ask the court to order the turnover of assets needed to pay the judgment in full (which is accruing interest at an annual rate of 9%).

Bob

Robert A. Chapman

Partner

190 South LaSalle Street, Suite 3850
Chicago, IL 60603
Phone | 312 606-8752
Mobile | 312 231-0766
Fax | 312 630-9233

chapman | spingola

[Bio](#) | [vCard](#) | [Website](#) | [LinkedIn](#)

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From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Tuesday, May 6, 2025 1:42 PM
To: Suhani Mehrotra <smehrotra@chapmanspingola.com>
Cc: Tom Kost <tkost999@gmail.com>; Robert Chapman <rchapman@chapmanspingola.com>
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From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 7, 2025 at 4:53 PM
To: Tom Long tlong@konicekdillonlaw.com
Cc: Robert Chapman rchapman@chapmanspingola.com, smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com

Mr Long,

Are you retained by Mr Talarico for the issue concerning the post judgement award owed to ADR Systems?

Paul

Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
4606 Hayden Ct.
McHenry, IL. 60051

From: Tom Long tlong@konicekdillonlaw.com
Subject: RE: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 8, 2025 at 10:22 AM
To: Paul Dulberg Paul_Dulberg@comcast.net
Cc: Robert Chapman rchapman@chapmanspingola.com, smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com

TL

Yes I am in a limited capacity.

Thomas J. Long
Konicek & Dillon, P.C.
21 W. State St.
Geneva, IL 60134
(P) 630-262-9655
(F) 630-262-9659
tlong@konicekdillonlaw.com

-----Original Message-----

From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Wednesday, May 7, 2025 4:54 PM
To: Tom Long <tlong@konicekdillonlaw.com>
Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
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Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
4606 Hayden Ct.
McHenry, IL 60051

Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_e8c22e3d-8ebb-4956-99bd-607bb4a618d5.

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 8, 2025 at 11:07 AM
To: Tom Long tlong@konicekdillonlaw.com
Cc: Robert Chapman rchapman@chapmanspingola.com, smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com

We owe this money jointly and severally.

How much do you intend to pay?

When do you intend to pay?

I need this information to make sure ADR is paid the full amount.

Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
4606 Hayden Ct.
McHenry, IL. 60051

On May 8, 2025, at 10:21 AM, Tom Long <tlong@konicekdillonlaw.com> wrote:

Yes I am in a limited capacity.

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(847) 497-4250
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Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_e8c22e3d-8ebb-4956-99bd-607bb4a618d5.

From: Tom Long tlong@konicekdillonlaw.com
Subject: RE: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 8, 2025 at 11:25 AM
To: Paul Dulberg Paul_Dulberg@comcast.net

I cannot answer those questions. If you have some thoughts on payment, you should direct those to Mr. Chapman since he will decide how to collect on the Order.

Thomas J. Long
 Konicek & Dillon, P.C.
 21 W. State St.
 Geneva, IL. 60134
 (P) 630-262-9655
 (F) 630-262-9659
 tlong@konicekdillonlaw.com

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From: Paul Dulberg <Paul_Dulberg@comcast.net>
 Sent: Thursday, May 8, 2025 11:07 AM
 To: Tom Long <tlong@konicekdillonlaw.com>
 Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
 Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

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 McHenry, IL. 60051

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Yes I am in a limited capacity.

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 4606 Hayden Ct.
 McHenry, IL. 60051

Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

Exhibit BP

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 8, 2025 at 1:44 PM
To: Robert Chapman rchapman@chapmanspingola.com
Cc: Robert Chapman rchapman@chapmanspingola.com, smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com, Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com, Tom Long tlong@konicekdillonlaw.com

Mr Chapman,

Please inform us:

1. How much and when you plan on collecting money from Mr. Talarico?
2. How much and when you plan on collecting money from Dulberg?

I need this basic information to be able to have enough money on hand.

Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
4606 Hayden Ct.
McHenry, IL. 60051

On May 8, 2025, at 11:25 AM, Tom Long <tlong@konicekdillonlaw.com> wrote:

I cannot answer those questions. If you have some thoughts on payment, you should direct those to Mr. Chapman since he will decide how to collect on the Order.

Thomas J. Long
Konicek & Dillon, P.C.
21 W. State St.
Geneva, IL. 60134
(P) 630-262-9655
(F) 630-262-9659
tlong@konicekdillonlaw.com

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Sent: Thursday, May 8, 2025 11:07 AM
To: Tom Long <tlong@konicekdillonlaw.com>
Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

We owe this money jointly and severally.

How much do you intend to pay?

When do you intend to pay?

I need this information to make sure ADR is paid the full amount.

Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
4606 Hayden Ct.
McHenry, IL. 60051

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Yes I am in a limited capacity.

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Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
Subject: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

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McHenry, IL. 60051

Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 9, 2025 at 1:50 PM
To: Robert Chapman rchapman@chapmanspingola.com
Cc: smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com, Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com, Tom Long tlong@konicekdillonlaw.com

Robert Chapman

I am on a fixed income (SSDI), my Blind Mother is on a fixed income and lives here.

I need to know:

1. How much and when do you plan on collecting money from Mr. Talarico?
2. How much and when do you plan on collecting money from Dulberg?

Paul Dulberg
Paul_Dulberg@comcast.net
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Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

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Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

From: Paul Dulberg Paul_Dulberg@comcast.net 
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 14, 2025 at 9:36 AM
To: Robert Chapman rchapman@chapmanspingola.com
Cc: smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com, Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com, Tom Long tlong@konicekdillonlaw.com

I have received no response to my previous inquiry so I am including them again with these additional questions.

I am on a fixed income (SSDI), my Blind Mother is on a fixed income and lives here.

I need to know:

1. How much do you plan on collecting from Mr. Talarico?
2. When do you plan on collecting from Mr. Talarico?
3. How much do you plan on collecting from Dulberg?
4. When do you plan on collecting from Dulberg?
5. To what address should any payment be mailed?
6. To what name should any payment be made out?

A response to this request for basic information would be nice.

Paul Dulberg
 Paul_Dulberg@comcast.net
 (847) 497-4250
 4606 Hayden Ct.
 McHenry, IL. 60051

On May 9, 2025, at 1:49 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

Robert Chapman

I am on a fixed income (SSDI), my Blind Mother is on a fixed income and lives here.

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Thomas J. Long
 Konicek & Dillon, P.C.
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 Geneva, IL. 60134
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tlong@konicekdillonlaw.com

-----Original Message-----

From: Paul Dulberg <Paul_Dulberg@comcast.net>

Sent: Thursday, May 8, 2025 11:07 AM

To: Tom Long <tlong@konicekdillonlaw.com>

Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>

Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

We owe this money jointly and severally.

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When do you intend to pay?

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Paul Dulberg

Paul_Dulberg@comcast.net

(847) 497-4250

4606 Hayden Ct.

McHenry, IL. 60051

On May 8, 2025, at 10:21 AM, Tom Long <tlong@konicekdillonlaw.com> wrote:

Yes I am in a limited capacity.

Thomas J. Long

Konicek & Dillon, P.C.

21 W. State St.

Geneva, IL. 60134

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tlong@konicekdillonlaw.com

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Sent: Wednesday, May 7, 2025 4:54 PM

To: Tom Long <tlong@konicekdillonlaw.com>

Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>

Subject: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

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Paul

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Paul_Dulberg@comcast.net

(847) 497-4250

4606 Hayden Ct.

McHenry, IL. 60051

Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

Exhibit BP

From: Robert Chapman rchapman@chapmanspingola.com 
Subject: RE: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 14, 2025 at 9:39 AM
To: Paul Dulberg Paul_Dulberg@comcast.net
Cc: Suhani Mehrotra smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com, Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com, Tom Long tlong@konicekdillonlaw.com

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ADR will respond to your proposal.

Bob

Robert A. Chapman
 Partner
 190 South LaSalle Street, Suite 3850
 Chicago, IL 60603
 Phone | 312 606-8752
 Mobile | 312 231-0766
 Fax | 312 630-9233

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 Paul_Dulberg@comcast.net
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 McHenry, IL. 60051

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Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

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Date: May 15, 2025 at 1:12 PM

To: Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com

Cc: Suhani Mehrotra smehrotra@chapmanspingola.com, Tom Kost tkost999@gmail.com, Tom Long tlong@konicekdillonlaw.com, rchapman@chapmanspingola.com

Mr Talarico,

If Mr Chapman doesn't respond then it is between us.

Inform us how much you will be paying so we can meet our obligations and pay the balance.

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RC

The amount owed per the April 22, 2025 Order (attached) is \$25,643.75.

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Paul_Dulberg@comcast.net
(847) 497-4250
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McHenry, IL. 60051

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Thomas J. Long
Konicek & Dillon, P.C.
21 W. State St.
Geneva, IL 60134
(P) 630-262-9655
(F) 630-262-9659
tlong@konicekdillonlaw.com

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From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Thursday, May 8, 2025 11:07 AM
To: Tom Long <tlong@konicekdillonlaw.com>
Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

We owe this money jointly and severally.

How much do you intend to pay?

When do you intend to pay?

I need this information to make sure ADR is paid the full amount.

Paul Dulberg
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On May 8, 2025, at 10:21 AM, Tom Long <tlong@konicekdillonlaw.com> wrote:

Yes I am in a limited capacity.

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From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Wednesday, May 7, 2025 4:54 PM
To: Tom Long <tlong@konicekdillonlaw.com>
Cc: Robert Chapman <rchapman@chapmanspingola.com>; smehrotra@chapmanspingola.com; Tom Kost <tkost999@gmail.com>
Subject: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

Mr Long,

Are you retained by Mr Talarico for the issue concerning the post judgement award owed to ADR Systems?

Paul

Paul Dulberg
Paul_Dulberg@comcast.net
(847) 497-4250
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Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

250422 Order.pdf

104 KB



Exhibit BP

Exhibit BP

Sh

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG)
REVOCABLE TRUST,)

Plaintiffs,)

v.)

ADR SYSTEMS OF AMERICA, LLC, et al.)

Defendants.)

No. 22 L 010905

ORDER

Plaintiff Paul Dulberg and his co-plaintiff, The Paul Dulberg Revocable Trust, participated in a mediation conducted by defendant ADR Systems of America LLC to resolve Dulberg's personal injury claim against David Gagnon. The mediation was governed by an agreement between the parties, unbeknownst to the ADR mediator, that Gagnon would pay to Dulberg no less than \$50,000 and no more than \$300,000. The mediation occurred in the course of Dulberg's personal bankruptcy proceeding and was conducted with the approval of both the trustee of his bankruptcy estate and the presiding bankruptcy judge. The mediator's actual award to Dulberg was \$561,000, with the result that the high/low agreement between the parties produced an amount payable to Dulberg that was \$261,000 less than he would have been due in the absence of the mediation agreement's high/low limitations.

Dulberg and his trust filed suit against multiple parties in an apparent attempt to recover the difference. Among the defendants he named was ADR. The Dulberg plaintiffs claim that bankruptcy trustee Joseph Olsen presented to the bankruptcy judge a proposed ADR mediation agreement form that was not signed by any party and was modified before reaching the final form executed by the parties. Plaintiffs claim that because of the modifications from the unsigned form, the executed form could not control; that ADR breached the unsigned contract form by amending it, and that this breach caused the Dulberg plaintiffs damages "in excess of \$261,000" "because the contract under the changed terms should not be allowed to regulate the procedure."

Plaintiffs' complaint against ADR was dismissed with prejudice, and this court found plaintiffs' complaint to be subject to sanction under Supreme Court Rule 137. "The notion that they [ADR] are bound by a contract which was unsigned is untenable." (Tr. of May 25, 2023 hearing, p. 13:6-7.) The Dulberg plaintiffs have offered no legal basis for their claim that an unsigned preliminary draft of the mediation agreement imposed an obligation upon ADR to prevent changes before the execution of a final form, nor do they address the significance of the execution of that final form by all parties. Furthermore, they fail to acknowledge that the high/low agreement in the final, executed mediation contract was also present in the unsigned draft, a fact which undermines their claim that the form's modification resulted in damages clearly derived

from that high/low limitation. Asked by ADR to withdraw their claim before its validity had to be litigated, plaintiffs declined.

The Dulberg plaintiffs argue that their litigation strategy was dictated by their attorney, Alphonse Talarico, and that for his own reasons, he has attempted to sabotage their legal position. But their complaint, filed December 8, 2022, was verified by Paul Dulberg himself.

The signature of an attorney *or party* constitutes a certificate by him that he has read the pleading, motion or other document; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

If a pleading, motion, or other document is signed in violation of this rule, the court, upon motion or upon its own initiative, *may impose upon the person who signed it, a represented party, or both, an appropriate sanction*, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion or other document, including a reasonable attorney fee

Illinois Supreme Court Rule 137 [emphasis added]. "Rule 137, as did its predecessor section 2-611, imposes on both client and counsel the duty to make reasonable inquiry into the facts to support a legal claim or defense before pleadings and other legal papers are filed with the court." *Edwards v. Estate of Harrison*, 235 Ill. App. 3d 213, 220 (1992). "Pleadings and other papers filed in violation of Rule 137 may subject the party, the party's attorney, or both, to an appropriate sanction. That sanction may include an order to pay the other party's attorney fees and costs." *Lewy v. Koeckritz Int'l, Inc.*, 211 Ill. App. 3d 330, 334 (1991). Paul Dulberg's verification of his complaint obliged him to make an independent investigation of the legitimacy of its allegations. If at any time he believed that his attorney's approach was unjustified, it was his duty to take steps to undo what had been done. No timely effort to do so is apparent from the record.

The court accordingly adheres to its earlier conclusion that Rule 137 sanctions against plaintiffs and their attorney, Alphonse Talarico, are warranted for their complaint against ADR. Now before the court is ADR's fee petition. After review of the petition and of the steps ADR was forced to take to achieve dismissal of the complaint against it, the court finds the petition to be reasonable.

Accordingly, the court hereby awards to ADR Systems of America LLC attorneys' fees of \$25,092.50 and costs of \$551.25, for a total of \$25,643.75 against Paul Dulberg, The Paul Dulberg Revocable Trust, and Alphonse Talarico, jointly and severally.

Judge Anthony C. Swanagan

APR 22 2025

Circuit Court - 2197

A. Swanagan 2197

From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement
Date: May 19, 2025 at 8:19 AM
To: rchapman@chapmanspingola.com, Alphonse Talarico contact@lawofficeofalphonsetalarico.com, Alphonse Talarico alphonsetalarico@yahoo.com, Alphonse Talarico alphonsetalarico@gmail.com, Suhani Mehrotra smehrotra@chapmanspingola.com, Tom Long tlong@konicekdillonlaw.com
Cc: Tom Kost tkost999@gmail.com

Neither we nor Mr Talarico can pay the correct amount unless we are allowed to keep a proper record of payments and of the remaining balance to be paid.

Mr Talarico, we must stay in communication to meet our obligations to Mr Chapman because we do not even know how much to pay without coordinating it between ourselves.

If Mr Chapman has no further comment, then we have no choice but to work out payment directly with Mr Talarico. We certainly would not want to overpay!

Mr Talarico, are you represented by an attorney in this matter of payment to Mr Chapman or should we communicate directly to you?

Please inform us how much you intend to pay, when you intend to pay. Please provide us with a theory of liability which explains the percentage of payment of the total sum you will be paying.

As you know, we have direct evidence provided to you in 2 court documents and in a series of 11 videos available to the public that you have been collaborating with opposing counsels since before filing the complaint on December 8, 2022.

If any of the information contained in the documents and video is incorrect, please let us know so we can correct it. Please let us know which paragraphs in the court documents are incorrect so we can correct them. We do not want to provide the public with false information.

Mr Chapman, if the information in the documents and videos is correct, then we anticipate you will try to help Mr Talarico avoid payment while getting Dulberg and his blind mother to be responsible for the entire amount. (Anyone who watches the videos can understand that opposing counsels will now try to help Talarico because of the many favors that Talarico did for opposing counsels.)

Paul Dulberg
 Paul_Dulberg@comcast.net
 (847) 497-4250
 4606 Hayden Ct.
 McHenry, IL. 60051

On May 15, 2025, at 1:11 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

Mr Talarico,

If Mr Chapman doesn't respond then it is between us.

Inform us how much you will be paying so we can meet our obligations and pay the balance.

Paul Dulberg
Paul_Dulberg@comcast.net
 (847) 497-4250
 4606 Hayden Ct.
 McHenry, IL. 60051

On May 14, 2025, at 12:06 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

It is our position that Talarico has been (effectively) collaborating with opposing counsels since before 22L010905 was filed on December 8, 2022.

We document the collaboration process in detail in the documents we submitted to the court on February 24, 2025 and on March 17, 2025.

Based on evidence contained in those documents, it is safe to anticipate that attorneys will continue to collaborate to set me and my blind mother up to pay the total amount of the ruling.

Robert Chapman wrote that, "There is a judgment against you and the Dulberg trust for which you and the trust are 100% responsible (without regard to Talarico).

Please let us know how much you are willing to pay, when you will pay it, and, if to be paid over, time, on what terms."

It is obvious to anyone acting in good faith that I cannot answer "how much you are willing to pay, when you will pay it, and, if to be paid over, time, on what terms" unless I know how much is owed.

Are you asking me to propose a payment plan based on the entire amount owed? On half the amount owed?

How can anyone propose a payment plan without knowing how much is owed and the remaining balance to be owed?

Please be more specific so we can speak in concrete numbers.

Paul Dulberg

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On May 14, 2025, at 9:39 AM, Robert Chapman <rchapman@chapmanspingola.com> wrote:

Mr. Dulberg:

There is a judgment against you and the Dulberg trust for which you and the trust are 100% responsible (without regard to Talarico).

Please let us know how much you are willing to pay, when you will pay it, and, if to be paid over, time, on what terms.

ADR will respond to your proposal.

Bob

Robert A. Chapman
Partner
190 South LaSalle Street, Suite 3850
Chicago, IL 60603
Phone | 312 606-8752
Mobile | 312 231-0766
Fax | 312 630-9233

Bio | vCard | Website | LinkedIn

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and delete the original message or any copy of it from your computer system. Thank you.

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From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Wednesday, May 14, 2025 9:36 AM
To: Robert Chapman <rchapman@chapmanspingola.com>
Cc: Suhani Mehrotra <smehrotra@chapmanspingola.com>; Tom Kost <tkost999@gmail.com>; Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>; Alphonse Talarico <alphonsetalarico@yahoo.com>; Alphonse Talarico <alphonsetalarico@gmail.com>; Tom Long <tlong@konicedillonlaw.com>
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

I have received no response to my previous inquiry so I am including them again with these additional questions.

I am on a fixed income (SSDI), my Blind Mother is on a fixed income and lives here.

I need to know:

1. How much do you plan on collecting from Mr. Talarico?
2. When do you plan on collecting from Mr. Talarico?
3. How much do you plan on collecting from Dulberg?
4. When do you plan on collecting from Dulberg?
5. To what address should any payment be mailed?
6. To what name should any payment be made out?

A response to this request for basic information would be nice.

Paul Dulberg
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On May 9, 2025, at 1:49 PM, Paul Dulberg <Paul_Dulberg@comcast.net> wrote:

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Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

Exhibit BP