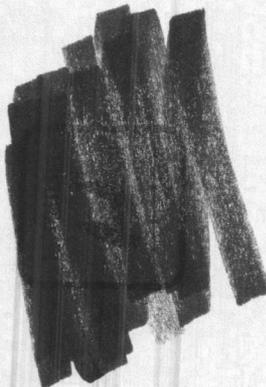


Hearing Date: No hearing scheduled  
Location: <<CourtRoomNumber>>  
Judge: Calendar, U

FILED DATE: 8/19/2025 7:00 PM 2022L010905

FILED  
8/19/2025 7:00 PM  
Mariyana T. Spyropoulos  
CIRCUIT CLERK  
COOK COUNTY, IL  
2022L010905  
Calendar, U  
34085930

ADR Contracts marked up  
Paul Dulberg <Paul\_Dulberg@comcast.net>  
Sat 10/29/2022 2:38 PM  
To: Alphonse Talarico <contact@lawofficeofalphonsealarico.com>



Case 1:4-83378 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:53 Desc Exhibit A Page 6 of 6

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Bankruptcy Court Approved Contract

4. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.

4. In the event ADR Systems' session times are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.

5. "Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs."

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only their own signature where indicated and will submit this signed Agreement to ADR Systems within 15 days of receipt of the Agreement. Counsel may sign on behalf of the Party. This signature has same legal effect as the signature of the Party.

By: Paul Dufberg / Plaintiff Date: \_\_\_\_\_

By: Kelly N. Swadlow / Attorney for the Plaintiff Date: \_\_\_\_\_

By: Suzanne Swadlow, ET / Attorney for the Plaintiff Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Suzanne Swadlow / Attorney for the Defendant.

ADR Systems File # 1532984AS  
ADR Systems, Inc. ID # 36-877708  
Date of Hearing: Thursday, December 8, 2016



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Actual Contract on file at ADR

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.

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By: Paul Dufberg Date: 12/18/16

By: Kelly N. Swadlow, Esq. / Plaintiff Date: 12/18/16

By: Suzanne Swadlow, ET / Attorney for the Plaintiff Date: 12/18/16

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Suzanne Swadlow / Attorney for the Defendant.

Walter Norman  
Who is this?

ADR Systems File # 1532984AS  
ADR Systems, Inc. ID # 36-877708  
Date of Hearing: Thursday, December 8, 2016



This page is an exact duplicate of page 6 to be the Bankruptcy Court Approved Contract and does not belong to the previous 3 pages of the Contract on file at ADR.

Someone fraudulently put the signature page from the contract that has affected her without seeking permission of the bankruptcy court.

Bankruptcy Court Approved Contract

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B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all fees, including consequential costs of such litigation, shall be subject to existing litigative fees. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

- A deposit is required for the Administrative Fee, Mediator's estimated review, session, and Make-up Time ("Mediation Costs"). Bankruptcy Mediation and Arbitration Fee Schedule for November 21, 2016. The required deposit amount is \$2,500.00 per Party B and is due by November 21, 2016. Any uncollected portion of the deposit is non-refundable and based on the four hour minimum. If the Mediator's review, session, and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
- Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. ADR Systems must be notified of special fee arrangements.
- All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
- ADR Systems requires 14-day notice in writing or via electronic transmission of cancellation or continuance. For Resolving Mediators cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediator's Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred ("cancellation fees"). If the case is not equally among all Parties, unless otherwise expressly indicated ("cancellation fees"). If the case is not equally among all Parties, unless otherwise expressly indicated, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's last time can be billed by another matter.

This does not apply to the parties' review fees.

Administrative Fee	\$250.00 (Non-refundable)
Mediator's Review Time	\$400.00 per hour
Session Time	\$400.00 per hour
Mediator's Decision Writing Time	\$400.00 per hour
Mediator's Travel Time (if any)	\$75.00 per day

B. Responsibility for Payment

- Each Party will be counsel (including that counsel's fees) shall be jointly and severally responsible for the payment of that Party's allocable share of the Mediation Costs as set forth above.
- All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.



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- In the event that a Party or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs.



This partial paragraph is a duplicate of the full paragraph found on page 6  
Page 6 does not belong with the previous 5 pages

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Bankruptcy Court Approved Contract

Proban Associates, Esq. (Attorney)  
LAW OFFICES OF STEVEN LINDSEY  
300 N. La Salle Street  
Suite 2550  
Chicago, IL 60601

E. Conference Procedure

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high-low agreement that the Parties may have as described below in Paragraph F(II).

F. Award Limits

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (parameters referred to as a "high-low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
2. If liability is established and comparative fault or negligence is assessed as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is more than 50% (fifty percent), the plaintiff shall receive the responsibility of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
3. All award minimum and maximum parameters are subject to applicable set offs, if any, as governed by policy provisions if not specified in the Agreement.

The Parties agree that for this Mediation the minimum award to Paul Durborg will be \$50,000.00. Also, the maximum award to Paul Durborg will be \$300,000.00. These amounts reflect the minimum and maximum amounts of money that **David Capron** shall be liable to pay to Paul Durborg.

IV. Effect of this Agreement

1. After the commencement of the Mediation, no Party shall be permitted to cancel the Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is complete and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

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Bankruptcy Court Approved Contract

4. Violation of this rule set forth in (B)(2) shall constitute a material breach of this Agreement. The undersigning Party must timely object to the Mediator upon learning of the breach, or the objection will be considered waived. The non-disputing Party shall then have the option to litigate the Mediation from the point of objection to its completion, or to terminate the Mediation at the point of objection as well and seek. The ADR Systems case manager shall be made aware of this breach at the time of the objection, so if an objection is submitted in accordance with the Agreement, and

5. If the Mediation is terminated as well and seek, all costs of the Mediation will be charged entirely to the disputing Party. A new Mediation shall then take place with a new Mediator on a new date, if the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

6. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (B)(3) without notification or other proof, must deliver said items to the Mediator and to the other Parties no later than Monday, November 21, 2016.

7. The items are considered delivered as of the date that one of the following events occur:

- a. If mailed by the date of the postmark;
- b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
- c. The date transmitted by facsimile or email.

8. The Parties agree to deliver any of the items described in Paragraph (B)(3) and (B)(4) to the following addresses:

If sending Submissions, please send to submissions@adrsystems.com. However, please do not send anything over 50 pages, including exhibits.  
The Honorable James P. Egan, Esq. (Mediator)  
CO ADR SYSTEMS  
20 North Clark Street  
Chicago, IL 60602  
Kathy K. Baugh, Esq. / Randall Baugh, Esq. (Plaintiff Attorneys)  
BAUGH LAW GROUP  
304 McKinley Avenue  
Crystal Lake, IL 60039

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Chicago, IL 60602  
Kathy K. Baugh, Esq. / Randall Baugh, Esq. (Plaintiff Attorneys)  
BAUGH LAW GROUP  
304 McKinley Avenue  
Crystal Lake, IL 60039  
Shoshan Baughman, Esq. (Defenses Attorney)  
LAW OFFICES OF STEVEN LINDOIST  
200 N. La Salle Street  
Suite 2500  
Chicago, IL 60608

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Bankruptcy Court Approved Contract

B. Amendments to the Agreement

- 1. No Party shall amend the Agreement or any file without the consent and approval of both changes by the opposing Party, and ADR Systems of America
- 2. Where changes or amendments to the Agreement are being requested, the Parties shall submit to the ADR Systems case manager by telephone. The agreed proposal must also be contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-hearing Substitution

- 1. Mediation statements are permitted provided that the statement is signed among the other parties. The Mediation Statement may include, statements of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred, and a theory of liability and damages and activities in support thereof.

D. Evidentiary Rules

- 1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least 17 (seventeen) days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical supplies (for example, prosthetics);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1409 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
- 2. The Parties agree that they will not disclose any and all dollar figures relating to the litigation agreement, last offer, and last demand, policy limits, and for set offs, orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.



- 2. Where changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

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  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1409 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
- 2. The Parties agree that they will not disclose any and all dollar figures relating to the litigation agreement, last offer, and last demand, policy limits, and for set offs, orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.
- 3. Violation of this rule set forth in (B)(2) shall constitute a material breach of this Agreement. The non-obeying Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-obeying Party shall have the option to continue the Mediation from the point of objection to its completion, or to terminate the Mediation at the point of objection as well as void. The ADR Systems case manager must be made aware of the breach at the time of the objection, so the objection is addressed in accordance with the Agreement, and



Bankruptcy approved form 31-7... Actual ADR Contract 3/19/2014... Filed by sda, et al

Case 14-65378 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit A Page 1 of 6



Right page is: Actual Contract on File at ADR

Left page is: Bankruptcy Court Approved Contract



Binding Mediation Agreement ADR Systems Pk # 333918MAAG

Parties

A. Paul Dubois, by attorneys, Kelly M. Scuderi and Randel Baugh, II  
B. David Geyron, by attorney, Douglas Siedgeman

**Resolved for special billing**  
SPECIAL BILLING - Section V.B.9 - Debtor(s) agree to pay up to \$3,500.00 of Plaintiff's Billing Mediation Costs.

Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016  
Time: 1:30 P.M.  
Location: ADR Systems of America, LLC  
20 North Clark Street  
Floor 29  
Chicago, IL 60602  
Contact: Alex Gorenkoff  
312-950-2287

Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C. ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

- 1. The Parties agree that The Honorable James P. Birmingham (JPM) shall serve as the sole Mediator in this matter (the "Mediator").
- 2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section 1009.5. The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
- 3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
- 4. The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.
- 5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

Parties

A. Paul Dubois, by attorneys, Kelly M. Scuderi and Randel Baugh, II  
B. David Geyron, by attorney, Douglas Siedgeman

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- 5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

B. Amendments to the Agreement

- 1. No Party may amend the Agreement at any time without the consent and approval of such counsel by the opposing Party, and ADR Systems of America.

ADR Systems - 20 North Clark Street - Floor 29 - Chicago, IL 60602  
312.950.2287 - info@adr-systems.com - www.adr-systems.com

EXHIBIT "A"