

**From:** Robert Chapman rchapman@chapmanspingola.com    
**Subject:** RE: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

**Date:** May 15, 2025 at 1:23 PM

**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

RC

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

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

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

From: Paul Dulberg <Paul\_Dulberg@comcast.net>  
Sent: Wednesday, May 14, 2025 12:07 PM  
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@konicekdillonlaw.com>  
Subject: Re: Paul Dulberg et al. v. ADR Systems of America, LLC Post Judgement

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

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

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

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@konicekdillonlaw.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  
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.

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  
(847) 497-4250  
4606 Hayden Ct.  
McHenry, IL. 60051

On May 8, 2025, at 1:44 PM, Paul Dulberg <Paul\_Dulberg@comcast.net> wrote:

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

-----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.

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.

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>  
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  
4606 Hayden Ct.  
McHenry, IL 60051

Smokeball Reference V3: 43cc7e5d-3a57-4742-ba8e-798f8cc91f35\_f2a0e3cc-aaa3-44ce-850f-8135032fa8cd\_de406a8b-2fdd-4c84-9de4-ff0f87328fc1.

**250422 Order.pdf**

104 KB







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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*