



ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS

One Prudential Plaza
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219
(312) 565-2600 (800) 826-8625
Fax (312) 565-2320

3161 West White Oaks Drive, Suite 301
Springfield, IL 62704
(217) 546-3523 (800) 252-8048
Fax (217) 546-3785

Paul Dulberg
Via Email: paul_dulberg@comcast.net

Chicago
April 30, 2024

Re: Alphonse A. Talarico
in relation to
Paul Dulberg
No. 2024IN00264

Dear Mr. Dulberg:

Attached is a copy of Alphonse Talarico's response to your complaint, submitted by the attorney's counsel, Samuel Manella.

If you believe the response is inaccurate or if you wish to comment or provide additional information, please write to me within fourteen days. You may submit comments or additional information to me by email through ARDC paralegal Theresa Bulatovic at tbulatovic@iadc.org. If you send more information by regular mail, please do not staple or bind your correspondence and do not use exhibit tabs.

We will evaluate the matter and advise you of our decision. Again, thank you for your cooperation.

Very truly yours,

Myrrha B. Guzman

Myrrha B. Guzman
Senior Counsel
ARDC Intake Division

MBG:kof
Attachment

SAMUEL J. MANELLA
Attorney at Law
77 West Washington Street, Suite 705
Chicago, Illinois 60602
Phone – (708) 687-6300
Fax – (708) 887-5499
E-Mail – manellalawoffice@aol.com

April 29, 2024

Ms. Myrrha B. Guzman, Senior Counsel
Attorney Registration and Disciplinary Commission
One Prudential Plaza
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219

RE: Alphonse A. Talarico
In relation to
Thomas C. Kost
No. 2024IN00264

Dear Ms. Guzman:

Please be advised that I have been retained by Alphonse A. Talarico to represent him in the above captioned matter. Kindly accept the following as his response to your above investigation.

BACKGROUND

Mr. Talarico was first contacted by Mr. Dulberg in mid-October 2020 to represent him in a Legal Malpractice case titled as Paul Dulberg vs. The Law Offices of Thomas J. Popovich, P.C. and Hans Mast 17LA000377.

That case is the basis for Dulberg's (9) nine previously filed ARDC Complaints as follows:

Edward X. Clinton No. 2023IN02517
(submitted on July 27, 2023)

Julia C. Williams No. 2023IN02518
(submitted on July 27, 2023)

Thomas J. Popovich No. 2023IN03135
(submitted on September 15, 2023)

Hans Mast No. 2023IN03136 (submitted on September 15, 2023)

Brad J. Balke No. 2023IN03894-R (submitted on November 8, 2023)

Kelly Baudin No. 2023IN03898-R (submitted on November 8, 2023)

William Randall Baudin II No. 2023IN03897-R (submitted on November 8, 2023)

Thomas W. Gooch No. 2023IN03895-R (submitted on November 8, 2023), and

Sabina Walczyk-Sershon No. 2023IN03896-R (submitted on November 8, 2023)

Additionally, on information and belief, Mr. Talarico relates that Mr. Dulberg has recently filed a Complaint with the Judicial Inquiry Board concerning Justice Susan F. Hutchinson, Second District for her role in Mr. Dulberg's felony conviction case 1990CF000655 regarding possession of cocaine and cannabis with the intent to distribute where a Class X Felony was nolle prossed, a Class 1 Felony resulted in a four year Sentence to the Department of Corrections, a Class 3 Felony was amended to a Class 4 Felony that resulted in a two year Sentence to the Department of Corrections and his Appellate case Dulberg, Paul R., v. Mast, Hans, et al. No.: 2-23-0072 County: McHenry County Trial Court No.: 17LA377. This alleged prejudice on the part of Justice Hutchinson was only stated to Mr. Talarico after a final order was entered ending his Appellate Appeal No.: 2-23-0072 and signed by Justice Hutchinson.

Mr. Dulberg often complained of the 2nd District process of having the Clerk of Court sign orders instead of a Second District Justice but never told Mr. Talarico why. He only revealed it in his criticism of Mr. Talarico's failing to force a Justice to sign. He then told Mr. Talarico that Justice Hutchinson was prejudiced against him because at the time she was using him to get better press during her attempt to become a Second District Justice. This is the first time he revealed his felony convictions although he asked Mr. Talarico to recommend a criminal defense attorney to represent his brother who was incarcerated for Domestic Violence. He was asking if Mr. Talarico knew anyone because, as Mr. Talarico discovered, although Mr. Dulberg's family has wealth, it seemed that most of the attorneys in three counties wanted nothing to do with his family. Mr. Talarico believes the above is relevant not because Mr. Dulberg is a convicted felon but that Mr. Talarico would know (by osmosis) that Mr. Dulberg believes that Justice Hutchinson had a prejudice against him after 30 years.

Mr. Dulberg has created a web site with his half-brother Thomas Kost to "reveal to the world" all the injuries that the now ten named attorneys and judge and court clerks and certified court reporters have intentionally caused his family and himself.

He often remarked to Mr. Talarico while litigating his numerous cases, that he will bring down the entire justice system in Illinois and that he and Mr. Talarico will make much money for the movie rights.

FACTS

Mr. Talarico knows that Mr. Dulberg does not believe that he has done anything wrong. He is blameless and the Illinois Justice system, which he avows to bring down, is the problem, evidence by his written statement in his ARDC Request for Investigation against Mr. Talarico on page 21 as follows :

THE MAPPINGS REVEAL A PROBLEM WITH THE ILLINOIS BAR

We believe it is important to recognize that what Dulberg is documenting and mapping is a problem with the Illinois Bar. [Emphasis added] *It is not the fault of Dulberg*. [Emphasis added] It is the inability for the Illinois Bar to take care of an issue which is caused by the Illinois Bar and that is the cause of what is happening to Dulberg. Dulberg suffers the result but the problem lies in the inability of the Illinois Bar to enforce a culture where violations of the Himmel Rule are not treated as a joke.

It is the inability for the Illinois Bar and Illinois Courts [Emphasis added] to enforce a working system of self {sic} policing. The people who did this and continue to do this to Dulberg seem to operate with impunity in an atmosphere in which such horrific treatment of a permanently disabled person is treated as if it is the norm.” (Note: some Judges deny that Dulberg qualifies as a permanently disabled person in their rulings but Mr. Dulberg categorizes himself in all cases).”

THE CHRISTINE M. INTERRANTE MATTER

Christine M. Interrante is an acquaintance of Paul R. Dulberg who pursued a legal malpractice case against the Law Offices of Thomas J. Popovich, P.C. and Thomas J. Popovich, individually, case No. 2018 LA 000370.

It was similar to Dulberg’s case No. 2017 LA 000377 *infra* as one of the Defendants was The Law Offices of Thomas J. Popovich, P.C. and the trial judge was Thomas A. Meyer.

As additional evidence of ADRC Claimant Paul R. Dulberg’s approach to the Illinois Bar, he informed Mr. Talarico that he was suggesting and assisting Christine M. Interrante in preparing a Judicial Inquiry Board Complaint regarding Judge Thomas A. Meyer and an ARDC Request for Investigation regarding Thomas J. Popovich.

THE DULBERG AND KOST CASES

A list of cases Mr. Talarico handled for Messrs. Dulberg and Kost and the related underlying completed matters that Mr. Talarico had to know and understand in the entirety because they impacted the litigation Mr. Talarico appeared in are as follows:

A1) Paul Dulberg v. The Law Offices of Thomas J. Popovich, P.C. and Hans Mast 2017 LA 000377 in which Mr. Talarico filed his Appearance on October 23, 2020

after two previous law firms had sequentially withdrawn. Therefore Mr. Talarico had to familiarize himself with the prior three years of litigation. The files that were turned over to Mr. Talarico from Mr. Dulberg consisted of thousands of pages of documents in no order, the files turned over to Mr. Talarico by prior counsel were in a filing system that defies logic and search ability per Mr. Talarico, and the Clerk of Court files on line were missing large amounts of documents. An example of the disarray was a discovery response with over 103 pages “blackened out” which when Mr. Talarico complained in court were explained away as “pink page dividers” that were bates stamped but not sequentially in any area where a divider would be appropriate. When Mr. Talarico took over this case he stated many times to Mr. Dulberg that this is by far the worse file (organization) that he had seen in his nearly 40 years of practice. Mr. Dulberg agreed with Mr. Talarico’s assessment.

A2) This was a legal malpractice case based upon the underlying case titled Dulberg v. Gagnon & Caroline and Bill McGuire 2012 LA 000178 which began with the filing of a Complaint on May 5, 2012 and ended by order on December 12, 2016. Therefore Mr. Talarico had to familiarize himself with the prior four and a half years of litigation. As part of 2012 LA 000178 Mr. Talarico had to learn about a simultaneous bankruptcy case entitled In Re: Paul R. Dulberg 14B83578 because Mr. Dulberg filed for bankruptcy on November 26, 2014 and the bankruptcy case ended on June 30 2017, while the case against Gagnon and the McGuires was pending. The case against Gagnon and McGuires was an asset of the bankruptcy estate. Also please note that the bankruptcy case became important as it was a central part of Mr. Dulberg’s Malpractice case against the Baudin Law firm, the Bankruptcy Trustee Olsen and the Trustee’s Law firm and breach of contract action against the binding mediation Limited Liability Company titled ADR Systems of America L.L.C. ADR Systems File #33391BMAG (Please see below for more on Baudins, Trustee Olsen, and ADR).

Therefore Mr. Talarico had to familiarize himself with the prior two and a half years of the bankruptcy litigation and, although smaller in volume but more difficult to discover, binding mediation facts without transcripts, the differences between the unsigned, but approved after review in open court by the Bankruptcy Judge Honorable Thomas M. Lynch, binding mediation contract ADR Systems File #33391BMAG versus the executed contract on December 8, 2016 ADR Systems File #33391BMAG. The two contracts, unsigned but approved versus signed but not approved, which contained major differences from what was presented and approved by Honorable Thomas M. Lynch. Therefore Mr. Talarico had to familiarize himself with ADR files October 31, 2016 to the date of decision on December 12, 2016 an additional 42 days of discovery.

A3) Mr. Talarico pursued an Appellate matter entitled Dulberg v. Mast and the Law Offices of Thomas J. Popovich, P.C. No. 2-23-0072 starting in March of 2023 that ended by Final Order and Mandate of the Appellate Court on December 4, 2023. This Appeal was delayed by motions for extension of time because of the unexpected death of Mr. Dulberg’s live in childhood friend and care-taker Michael McArtor and thereafter the disappearance of Alphonse A. Talarico’s fiancée on an international

flight stopover in Tokyo, Japan on June 30, 2023. Based upon the status of the Record on Appeal and with full discussion with all clients it was decided prior to the time Appellant's Brief was finally due to file an emergency motion for one last extension of time so that if denied, which it was, said denial would serve as one of the reasons to file a Petition to Appeal to the Illinois Supreme Court.

This strategy, based on the "attorney judgmental rule" was fully discussed in all details (including the normal risk that the Illinois Supreme Court only accepts less than five percent of Petitions For leave To Appeal) prior to any action was taken, and said action was acquiesced to by the claimants.

Additionally, based upon information and belief and the attorney judgmental rule, and necessitated by the clients' demand to file with said Petition hundreds of pages of information they had prepared for their multiple ARDC Requests for Investigation and their self-created web site, it was decided to file the Petition for Leave to Appeal to the Illinois Supreme Court with hyperlinks to their established sites and Complaints.

The Assistant-Clerk of the Illinois Supreme Court, in contact with Mr. Talarico, indicated that the petition with hyperlinks could not be accepted. The Assistant-Clerk of the Illinois Supreme Court, as a courtesy, gave instructions about how to correct and refile the Petition for Leave to Appeal and said instructions were forwarded to the Complaints herein because Mr. Talarico had already indicated that he was withdrawing from all representations of the Claimants.

This matter was ended as to Mr. Talarico when he was informed by the assistant Clerk of the Illinois Supreme Court that he did not have to withdraw his appearance from the Petition for Leave to Appeal because as of on or about January 8, 2024, no Petition had been filed /accepted.

No further action was taken by Mr. Talarico based upon the allegations contained in written and oral communications received from Thomas Kost and Paul R. Dulberg.

Therefore the time spent on the Appeal to the Appellate Court and Petition for leave to Appeal to the Illinois Supreme Court was (10) ten months.

Of important note, this matter was the genesis of the alleged prejudice by Justice Susan F. Hutchinson against Paul R. Dulberg and one of his claims that Mr. Talarico was working against him because he had insisted that Mr. Talarico discover who were the Justices handling their motions in this appeal.

It is the procedure by rule in the 2nd Appellate District of Illinois that the Clerk of the Appellate Court 2nd District can sign the court orders in place of the (3) three Justices signatures on the approved Illinois Supreme Court Order form which was always submitted.

Paul R. Dulberg did not reveal his past felony conviction and the alleged prejudice of Justice Hutchinson while serving as his trial court judge while she was attempting to obtain a seat on the Appellate Court 2nd District. The Final Order and Mandate of the Appellate Court in 2-23-0072, dated December 4, 2023 was the only order entered that had the names of the three Justices signing the order and one was Justice Susan F. Hutchinson.

At this time Paul R. Dulberg revealed his past legal experience with Justice Hutchinson and blamed Mr. Talarico herein for failing to have a prejudiced Justice removed from his case.

A4) Dulberg and Kost as Trustee of Dulberg's Revocable Trust v. Baudins, Bankruptcy Trustee Olsen, ADR Systems of America, L.L.C., Allstate Property and Casualty Insurance Company et al. 2022 L010905 was filed December 8, 2022.

This was a legal malpractice and breach of contract case based upon the underlying case titled Dulberg v. Gagnon & Caroline and Bill McGuire 2012 LA 000178 and verified by written signature of Paul R. Dulberg.

This case led to (2) two appeals and a pending motion in the Trial Court for Illinois Supreme Court Rule 137 sanctions against Paul R. Dulberg, ARDC Complainant herein and attorney Alphonse A. Talarico herein as follows:

Dulberg v. Olsen and Olsen's Law Firm 1-23-1142 based on Illinois Supreme Court Rule 304(a) language contained in an order.

Dulberg v. Baudins, ADR Systems of America, LLC. and Allstate Property and Casualty Insurance Company based upon "Final and Appealable" language contained in an order 1-23-2221 which was filed after the (1st) First District Appellate Clerk denied Mr. Dulberg's first attempt to "join 1-23-1142" but was thereafter consolidated into 1-23-1142 (Please note that the pending Rule 137 sanctions motion pending in the trial court 2022 L 010905 was caused by the trial court entering a second "final and appealable order" after 1-23-2221 was filed and pending.

A5) Kost(s) v. Village of Mt. Prospect, S.B. Friedman & Company, Et al. 2023 CH 04351 was filed on May 2, 2023. Prior Tax Increment Financing District (TIF) designations between the Defendants and the current TIF District procedures and Thomas W. Kost's interactions at private meetings and public hearings had to be researched back to February 17, 2022 for the TIF District that is the subject of 2023 CH 04351 (and previous dealings between Defendants).

Kost(s) v. Village of Mt. Prospect, S.B. Friedman and Company, Et al. 1-24-0008 was filed in the (1st) First District Appellate Court on January 5, 2024 and Mr. Talarico represented the Thomas W. Kost until leave was granted, over objection, to withdraw his Appearance based on Thomas W. Kost's written accusation that Mr. Talarico was working with and for all his legal opponents, Paul R. Dulberg's ongoing verbal "gaslighting" and both Dulberg and Kost's anticipatory repudiation of the contract fee agreement of \$15,000.00 after Complainant had informed Mr. Talarico, just a few weeks before, that payment funds

of \$15,000.00 had been transferred to Mr. Dulberg's account and was ready to pay on the agreed date. (The verbal abuse, 'gaslighting,' and non-payment of attorney fees is more fully revealed below)

As of this writing the January 15, 2024 payment of agreed attorney fees has not been made.

The date of the Order granting leave to withdraw was February 6, 2024 therefore the time this matter was researched and actually covered by Mr. Talarico was just (11) eleven days short of (2) two years.

THE CLIENTS' SATISFACTION

From the very beginning of Mr. Talarico's representation of Mr. Dulberg in 2020 and including his representation of Mr. Kost, at the request of both Mr. Dulberg and Mr. Kost, in April 2022 through December 2023, Mr. Talarico had been told verbally and in writing that he was the only honest attorney they had found in all their family's court involvements and that after all the current litigation was completed that there would be a substantial bonus for all Mr. Talarico's diligent work and that Mr. Talarico would be kept on their payroll to handle future legal matters as their family's attorney.

Mr. Talarico's representation increased from one Legal Malpractice case in October 2020 to all the matters as briefly summarized in THE CASES *supra*.

The original Attorney-Client Agreement with each ARDC Complainant herein was verbally amended multiple times to a combined monthly fee by agreement based upon the following:

- 1) The increased case load that they insisted Mr. Talarico handle because he was the only honest attorney they could rely upon;
- 2) Their desire to file ARDC Requests for Investigations against an ever increasing number of attorneys and Judicial Inquiry Complaints against multiple Judges;
- 3) The need for Mr. Talarico to refuse to take on any new matters because of their demand that his hours working on their matter consume all Mr. Talarico's working hours;
- 4) That Mr. Talarico had initially informed them that they should obtain additional independent counsel or Mr. Talarico would have to obtain an associate to handle the ever increasing work load;
- 5) The fact that they could not find any firm or attorney willing to represent them in McHenry, Lake, nor Cook Counties even though they were well heeled and could afford said representation;

- 6) That they wanted Mr. Talarico to be available for consultation 24/7 which they availed themselves of on an almost daily basis;
- 7) That they wanted a morning meeting to discuss status of all matters starting at 8:00 AM daily (including weekends);
- 8) That Mr. Talarico would ignore ARDC Claimant Mr. Dulberg's "gaslighting" and do what Mr. Kost recommended that he does-he hangs up the phone when Mr. Dulberg gets abusive with him, based on the fact that Mr. Dulberg forgets his medications on occasion.
- 9) The December 24, 2023 letter from Paul R. Dulberg (Please see Exhibit A attached);
- 10) The highlighted January 14, 2024 letter from Thomas W. Kost. (Please see Exhibit B attached).
- 11) The highlighted January 5, 2014 letter from Thomas W. Kost contained as a "string" with the January 14, 2024 letter (*supra* Exhibit).

THE CLIENTS' DISSATISFACTION

- 1) Regarding the October 2023 demand by Paul R. Dulberg that Mr. Talarico join in Mr. Dulberg's ARDC Requests for Investigation by filing separate Himmel Complaints against the attorneys that Mr. Dulberg has filed ARDC Requests for Investigation against are evidence by the January 17, 2024 e-mail letter from Thomas W. Kost stating that Mr. Talarico violated the Himmel reporting requirements based upon events and documents Paul R. Dulberg informed about and sent to Mr. Talarico based upon information Mr. Dulberg told Mr. Talarico "as early as October, 2022" and a folder that Mr. Dulberg sent to Mr. Talarico called "document_suppression_smoking gun" clearly indicating Dulberg and Kost false belief that Mr. Talarico must file a Himmel Complaint based on hearsay and their interpretation of documents and events that occurred before Mr. Talarico was part of this case and based upon attorneys who Mr. Talarico, as currently as the writing of this Response, had never met nor spoke with in any capacity (Please see Exhibit C attached);
- 2) The October 2023 demand by Paul R. Dulberg that Mr. Talarico file a Judicial Inquiry Complaint about the Honorable Thomas A. Meyer was filed by Mr. Talarico based upon his appearance and his discovery in 2017 LA 003777 but was not done regarding Justice Susan F. Hutchinson because Mr. Talarico was never a part of the case Mr. Dulberg complains of, nor has Mr. Talarico ever been before Justice Susan F. Hutchinson therefore it

would be improper to do any type of judicial reporting based solely on Mr. Dulberg's hearsay rantings;

- 3) The hypothetical conversation with ARDC attorney Rory Patrick Quinn took place in October 2023 by way of a hypothetical question about the hypothetical reporting responsibilities of a hypothetical attorney (Mr. Talarico) who had no first-hand knowledge of events and accusations made by a hypothetical client (Dulberg and /or Kost);
- 4) Mr. Talarico's misunderstanding of the hypothetical response of ARDC attorney Rory Patrick Quinn that Mr. Talarico had no reporting duty under Himmel because he had no first-hand knowledge led Mr. Talarico to file Himmel reports on attorneys demanded by Dulberg and Kost stating that he had no knowledge of reportable activity;
- 5) Mr. Talarico's actions taken in October 2023 based on his misunderstanding of his Himmel requirements led to demands for Himmel filings by an ARDC attorney's assistant;
- 6) Thereafter a second call to ARDC attorney Rory Patrick Quinn, who remembered the details of the initial hypothetical Himmel reporting question, interceded on behalf of Mr. Talarico clarifying that he was not required to file a Himmel Report (as demanded by Dulberg and Kost) because he did not have first-hand knowledge of the alleged reportable activities. (Please see Exhibit C attached)
- 7) Please note the "mid-stream" change contained in the highlighted January 14, 2024 email letter from Thomas W. Kost and his accusation of a conspiracy for failing to file Himmel Complaints and Judicial inquiry Complaints as instructed. *supra* Exhibit B

THE ANTICIPATORY REPUDIATION OF THE ATTORNEY CLIENT AGREEMENTS

- 1) The current Attorney-Clients (Dulberg and Kosta) Agreement was that Mr. Talarico was to be paid \$15,000.00 per month unless and until Mr. Dulberg and Kost retain another attorney to take over part of the full time burden they placed on Mr. Talarico. At that time Mr. Talarico would be allowed to take on new clients as he chose.
- 2) In late December Paul R. Dulberg emailed and telephoned to Mr. Talarico the message that the \$15,000.00 that funds Mr. Talarico's next payment (January 15, 2024) has been received and transferred to his account for his agreed upon fees to be paid by check on January 15, 2024.
- 3) Based upon Dulberg and Kost's manifested change of view, from describing Mr. Talarico as the only honest, ethical, dedicated to their family attorney they have experienced in all their years of dealing with the Illinois

Court System to a turncoat despicable attorney working for the betterment of all their legal opponents because Mr. Talarico would not violate his legal professional ethics by filing Himmel Reports on matters Mr. Talarico has no first-hand knowledge, Mr. Talarico twice requested in writing whether they will anticipatorily repudiate the Attorney-Clients agreement and pay the Attorney Fee of \$15,000.00 due on January 15, 2024. Both Dulberg and Kost refused to answer.

- 4) Mr. Talarico was not paid \$15,000.00 on January 15, 2024 or any time thereafter.
- 5) The last attorney fee payment in the amount of \$15,000.00 was made on or about December 15, 2023 thus making the January 15, 2024 due and payable.
- 6) Mr. Talarico began to withdraw from their cases on or about February 6, 2024 after being abused verbally and in emails, accused of working for their many opponents by not filing Himmel Reports and because the Attorney – Clients Agreement was repudiated.

CONCLUSION

Every action taken, every document drafted and filed was first presented beforehand to Dulberg or Kost or Dulberg and Kost and approval was obtained or changes were made pursuant to their instructions before filing.

Every expert hired, every process server used, every expense incurred was first proposed and approved by Dulberg or Kost or Dulberg and Kost unless they made the decision in advance to which Mr. Talarico acquiesced.

All courses of action, strategies and all potential outcomes were discussed in advance and approval obtained.

Every file stamped document, every report, every court order was sent to Dulberg or Kost or Dulberg and Kost.

Dulberg or Kost or Dulberg and Kost were present by zoom to all Court Activities.

Mr. Talarico was completely transparent in all matters regarding the attorney-client relationship with Dulberg, and with Kost and with Dulberg and Kost.

The fraudulent use of Mr. Talarico's forged signature, electronic signature (/s/) used without permission and any other unknown use of his name to indicate his joining or approving of documents or actions as Mr. Talarico has never given Dulberg or Kost permission to sign his name.

(Please see attached as Exhibit D the March 15, 2024 communication from the ARDC to Paul R. Dulberg and Mr. Talarico concerning Attorney Brad Balke)

Please see attached as Exhibit E the March 15, 2024 communication from the ARDC to Paul R. Dulberg and Mr. Talarico concerning Attorney Gooch).

Please see attached as Exhibit F the March 15, 2024 communication from the ARDC to Paul R. Dulberg and Mr. Talarico concerning Attorney William Baudin)

Finally, it should be noted that much of Dulberg and Kost's complaint binder is old material regarding other attorneys, judges and court personnel and does not touch upon Mr. Talarico; Mr. Talarico asserts that it is added to impress the reader and to serve as a basis for now claiming that their unproven conspiracy and fraud upon the Court can now have the name of Alphonse A. Talarico added to the fantasy but since these pages do not pertain to Mr. Talarico, no response is made.

However, one false impression that Mr. Dulberg attempts to convey on page 11 of his Request for Investigation against Mr. Talarico is that he was somehow forced or persuaded to add Alternative Dispute Resolution Systems of America L.L.C. (ADR) as a named defendant and consequently named on a Rule 137 Motion for sanctions by named Defendant Alternative Dispute Resolution Systems of America L.L.C.

This is another attempt to rewrite history to favor Mr. Dulberg as disproven by the following:

- 1) Dulberg places at issue that he believes his signature on the ADR Contract was a forgery. (Please see Exhibit G attached);
- 2) Dulberg and Kost create a comparison chart to show the differences between the ADR Contract with his signature forged on the date of the ADR hearing. (Please see Exhibit H attached);
- 3) The E-mail letter from Dulberg to Mr. Talarico dated November 23, 2022 informing Mr. Talarico to include ADR Systems of America L.L.C. as a named Defendant. (Please see Exhibit I attached).

I trust you may now conclude your investigation into the above matter, however, if you require additional information, please do not hesitate to contact me.

Sincerely,

Samuel J. Manella

SAMUEL J. MANELLA

SJM:jk

Enclosures

Cc: Alphonse A. Talarico

Merry Christmas

Paul Dulberg <Paul_Dulberg@comcast.net>

Sun 12/24/2023 8:07 AM

To:Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Dear Mr Talarico,

Thank you for all the work you have done in the several cases over the past year and I hope you have a Merry Christmas and a great New Year!

Please let me know your anticipated schedule so we can continue to work on the several cases together after December 25.

Paul



Re: In the spirit of openness and honesty

T Kost <tkost999@gmail.com>

Sun 1/14/2024 2:38 PM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

That is your choice, but my choice is to always deal with you openly and honestly. There is very important information that you need to know. If you violated the Himmel Rule, this means we are logically forced to ask and answer the following questions:

- a) Did Alphonse Talarico violate the Himmel Rule?
- b) Did Alphonse Talarico violate the Himmel Rule to benefit his own client?
- c) Did Alphonse Talarico violate the Himmel Rule to benefit opposing parties?
- d) Did Mr Talarico violate the Himmel Rule knowingly?
- e) Did Mr Talarico violate the Himmel Rule accidentally?

The problem I keep coming up with is that even though I truly believe in you and trust you, the main beneficiaries of Alphonse Talarico violating the Himmel Rule are:

Hans Mast
Thomas J. Popovich
Kelly N. Baudin
Wm Randall Baudin II
Thomas W. Gooch
Sabina Walczyk
Edward X. Clinton
Julia C. Williams



I will always welcome your input, but the unfortunate truth is that the people listed above truly seem to be the main beneficiaries of your actions. It is strange that you make no effort to show that you are not acting in the interest of these people.

I'd love for you to continue to represent us because I believe you are a man of honesty and integrity. But you clearly need to be able to address the issues that I have raised. It seems absurd that you have no legally coherent answer to any points I am raising.

Thanks for all the help you have given to my family and maybe, after you review the information I have provided, you will realize that it is in your best interest to be open and honest with us, too. You are a man of his word and I respect that. Just be open and forthcoming about the issues I have raised, and maybe you will change your mind.

With respect, Thomas Kost

On Sun, Jan 14, 2024 at 12:54 PM Alphonse Talarico
<contact@lawofficeofalphonsetalarico.com> wrote:

How refreshing!

Gentlemen,

Let this response email notify you officially that I am withdrawing from all your representations, you do not have any authority to sign my name to any motions , pleadings or PTAs, etc., whatsoever.

I will report your actions to my malpractice Insurance carrier as is required .

Have a nice day!

Sincerely,
Alphonse A. Talarico, Esq.
3126081410

From: T Kost <tkost999@gmail.com>

Sent: Sunday, January 14, 2024 9:34 AM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Subject: In the spirit of openness and honesty

Mr Talarico, On January 5th, 2023 we sent the following document to the ARDC:

http://www.fraudonthecourt.net/ardc/2024-01-05_Supplemental%20to%209%20ARDC%20complaints_Dulberg's%20efforts%20to%20raise%20issue%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court%20to%20presiding%20judge.pdf

I tried to bring all this to your attention on January 2nd as the timeline shows but you seemed to be too busy at the time to discuss it. We wanted to discuss this with you first so you know we are not accusing you of anything, but we needed to be perfectly clear on the issue of first discovery and that is why the document was written.

We also wrote this because Paul kept telling me about a "bad feeling" he had at the time. He felt that you were going to "stonewall" or "drag your feet" during the entire process of preparing the Supreme Court Petition. He had this "bad feeling" well before the Supreme Court Petition was due on January 8th.

Paul would use terms like "foot-drag" and "stone-wall" and "go limp". He couldn't explain why. He just kept calling it a "bad feeling".

The Supreme Court Petition was due on January 8th and it is now January 14th. This is yet another reason why it is in both your interest and our interest to be completely open and transparent about the portion of the timeline marked in blue in this link:

<http://www.fraudonthecourt.net/exhibits/Visual%20Aid%2024%20-%20Timeline%20of%20discovery%20and%20raising%20issue%20of%20fraud%20during%20litigation.png>

I am sure you have been dealing with my family honestly and professionally. But it is pretty strange how Paul kept having "bad feelings" about your willingness to file the Supreme Court Petition long before you acted in ways that a reasonable person can interpret as confirming his worst fears. This is why complete openness and honesty is so important between us right now. Being an honest man with integrity, it is in your interest as well as ours to show that you are doing absolutely nothing to sabotage Dulberg's Supreme Court Petition at this critical moment.

Re: In the spirit of openness and honesty

T Kost <tkost999@gmail.com>

Wed 1/17/2024 7:55 PM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

You resigned on January 14, 2024. Don't you remember?



Thanks for letting me know when you complied with the Himmel Rule.

But could you please explain why you believe you are in compliance with the Himmel Rule by first reporting in October, 2023? The timeline I gave you a link to earlier shows you were given detailed information as early as October, 2022 and you were sent a folder called _document_suppression_smoking_gun on November 9, 2022.

The timeline our our communication on this subject is linked here:

http://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2049_Dulberg's%20discovery%20and%20efforts%20to%20notify%20Judges%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court/

The folder I sent you on November 9, 2022 called _document_suppression_smoking_gun is linked here: :

http://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2049_Dulberg's%20discovery%20and%20efforts%20to%20notify%20Judges%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court/2022-11-09_document_suppression_smoking_gun/

In your legal opinion, don't you see the information given to you since October, 2022 as subject to Himmel Rule reporting requirements? If it is, then how can you claim you were not acting in violation of the Himmel Rule?

On Wed, Jan 17, 2024 at 10:24 AM Alphonse Talarico
<contact@lawofficeofalphonsetalarico.com> wrote:

I have complied with the Himmel rules, after consultation with an advisory ARDC staff attorney starting in October 2023.

Your non- confirmation when asked in writing by email 2 x that your family will pay me the agreed monthly fee due on or before January 15, 2024 is an anticipatory breach of the oral attorney- client amended agreement. Said anticipatory repudiation became actionable under Illinois Law as of January 16, 2024 at 12.01 a.m.

I will happily continue working on all Dulberg/Kost matters upon payment, as both families agreed.

Ps I am the only person to file against a Judge in this matter.

Sincerely,

Alphonse A. Talarico, Esq.

From: T Kost <tkost999@gmail.com>

Sent: Sunday, January 14, 2024 2:38 PM

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Subject: Re: In the spirit of openness and honesty

That is your choice, but my choice is to always deal with you openly and honestly. There is very important information that you need to know. If you violated the Himmel Rule, this means we are logically forced to ask and answer the following questions:

- a) Did Alphonse Talerico violate the Himmel Rule?
- b) Did Alphonse Talerico violate the Himmel Rule to benefit his own client?
- c) Did Alphonse Talerico violate the Himmel Rule to benefit opposing parties?
- d) Did Mr Talerico violate the Himmel Rule knowingly?
- e) Did Mr Talerico violate the Himmel Rule accidentally?

The problem I keep coming up with is that even though I truly believe in you and trust you, the main beneficiaries of Alphonse Talerico violating the Himmel Rule are:

Hans Mast
Thomas J. Popovich
Kelly N. Baudin

Wm Randall Baudin II
Thomas W. Gooch
Sabina Walczyk
Edward X. Clinton
Julia C. Williams

I will always welcome your input, but the unfortunate truth is that the people listed above truly seem to be the main beneficiaries of your actions. It is strange that you make no effort to show that you are not acting in the interest of these people.

I'd love for you to continue to represent us because I believe you are a man of honesty and integrity. But you clearly need to be able to address the issues that I have raised. It seems absurd that you have no legally coherent answer to any points I am raising.

Thanks for all the help you have given to my family and maybe, after you review the information I have provided, you will realize that it is in your best interest to be open and honest with us, too. You are a man of his word and I respect that. Just be open and forthcoming about the issues I have raised, and maybe you will change your mind.

With respect, Thomas Kost

On Sun, Jan 14, 2024 at 12:54 PM Alphonse Talarico
<contact@lawofficeofalphonsetalarico.com> wrote:

How refreshing!

Gentlemen,

Let this response email notify you officially that I am withdrawing from all your representations, you do not have any authority to sign my name to any motions , pleadings or PTAs, etc., whatsoever.

I will report your actions to my malpractice Insurance carrier as is required .

Have a nice day!

Sincerely,
Alphonse A. Talarico, Esq.
3126081410

From: T Kost <tkost999@gmail.com>
Sent: Sunday, January 14, 2024 9:34 AM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: In the spirit of openness and honesty

Mr Talarico, On January 5th, 2023 we sent the following document to the ARDC:

http://www.fraudonthecourt.net/ardc/2024-01-05_Supplemental%20to%209%20ARDC%20complaints_Dulberg's%20efforts%20to%20raise%20issue%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court%20to%20presiding%20judge.pdf

I tried to bring all this to your attention on January 2nd as the timeline shows but you seemed to be too busy at the time to discuss it. We wanted to discuss this with you first so you know we are not accusing you of anything, but we needed to be perfectly clear on the issue of first discovery and that is why the document was written.

We also wrote this because Paul kept telling me about a "bad feeling" he had at the time. He felt that you were going to "stonewall" or "drag your feet" during the entire process of preparing the Supreme Court Petition. He had this "bad feeling" well before the Supreme Court Petition was due on January 8th.

Paul would use terms like "foot-drag" and "stone-wall" and "go limp". He couldn't explain why. He just kept calling it a "bad feeling".

The Supreme Court Petition was due on January 8th and it is now January 14th. This is yet another reason why it is in both your interest and our

interest to be completely open and transparent about the portion of the timeline marked in blue in this link:

<http://www.fraudonthecourt.net/exhibits/Visual%20Aid%2024%20-%20Timeline%20of%20discovery%20and%20raising%20issue%20of%20fraud%20during%20litigation.png>

I am sure you have been dealing with my family honestly and professionally. But it is pretty strange how Paul kept having "bad feelings" about your willingness to file the Supreme Court Petition long before you acted in ways that a reasonable person can interpret as confirming his worst fears. This is why complete openness and honesty is so important between us right now. Being an honest man with integrity, it is in your interest as well as ours to show that you are doing absolutely nothing to sabotage Dulberg's Supreme Court Petition at this critical moment.

2023in03894- Balke

Madry, Erica <EMadry@iardc.org>

Fri 3/15/2024 12:10 PM

To: paul_dulberg@comcast.net <paul_dulberg@comcast.net>; Alphonse Talarico

<contact@lawofficeofalphonsetalarico.com>

Cc: Guzman, Myrrha <MGuzman@iardc.org>

 1 attachments (94 KB)

1723107-LTR- eINITC- Balke.pdf;

Attached please find correspondence from the Attorney Registration and Disciplinary Commission (ARDC).

The ARDC attorney handling this matter is Myrrha Guzman. Email is our preferred method of communication. Please address communications regarding this matter to Ms. Guzman and submit them via email to me at mguzman@iardc.org.

If you have any questions or need to speak with a member of our staff, please call our general number: (312) 565-2600.

Thank you,

Erica D. Madry



Attorney Registration & Disciplinary Commission

One Prudential Plaza

130 East Randolph Drive, Ste. 1500

Chicago, IL 60601

Telephone: (312) 565-2600



2023in03895- Gooch

Madry, Erica <EMadry@iardc.org>

Fri 3/15/2024 12:12 PM

To:paul_dulberg@comcast.net <paul_dulberg@comcast.net>;Alphonse Talarico
<contact@lawofficeofalphonsetalarico.com>
Cc:Guzman, Myrrha <MGuzman@iardc.org>

 1 attachments (94 KB)

1723112-LTR- elNITC- Gooch.pdf;

Attached please find correspondence from the Attorney Registration and
Disciplinary Commission (ARDC).

The ARDC attorney handling this matter is Myrrha Guzman. Email is our
preferred method of communication. Please address communications regarding
this matter to Ms. Guzman and submit them via email to me at
mguzman@iardc.org.

If you have any questions or need to speak with a member of our staff, please call
our general number: (312) 565-2600.

Thank you,

Erica D. Madry



*Attorney Registration & Disciplinary Commission
One Prudential Plaza
130 East Randolph Drive, Ste. 1500
Chicago, IL 60601
Telephone: (312) 565-2600*





ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
of the
SUPREME COURT OF ILLINOIS

One Prudential Plaza
130 East Randolph Drive, Suite 1500
Chicago, Illinois 60601-6219
(312) 565-2600 (800) 826-8625
Fax (312) 565-2320

3161 West White Oaks Drive, Suite 301
Springfield, IL 62704
(217) 546-3523 (800) 252-8048
Fax (217) 546-3785

Paul Dulberg
By Email: paul_dulberg@comcast.net

Alphonse Talarico
By Email: contact@lawofficeofalphonsetalarico.com

Chicago
March 15, 2024

Re: William Randal Baudin, II
in relation to
Paul Dulberg & Alphonse Talarico
No. 2023IN03897

Dear Mr. Dulberg & Mr. Talarico:

We have received your communication regarding William Baudin.

We will request that the attorney submit a response to the matters you have raised. A copy of the attorney's response may be sent to you for your comments. We will then determine whether further investigation is warranted.

We will contact you if we require additional information from you and will advise you of any decision we reach in the matter. Please notify us of any change in your contact information.

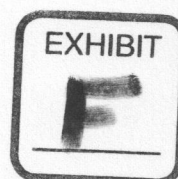
Thank you for your cooperation.

Very truly yours,

Myrrha B. Guzman

Myrrha B. Guzman
Senior Counsel
ARDC Intake Division

MBG:edm



A smoking gun that Dulberg never signed the agreement and who may have

Paul Dulberg <Paul_Dulberg@comcast.net>

Fri 10/21/2022 4:44 PM

To: Tom Kost <tkost999@gmail.com>; Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

📎 1 attachments (190 KB)

Fwd Re Paul Dulberg 1483578 12LA178-2.pdf;

I had to send this one special because it is to the point of who signed the ADR agreement if it was signed at all.

Dulberg Master File\Dulberg Emails 2020 August 19\Fwd Re Paul Dulberg 1483578 12LA178-2.pdf
(Page 1 - 9, Emails between Baudin's and Trustee Olsen)
Special Note on Pages 1 & 2 - A smoking gun that Dulberg never signed the agreement:

"On Mon, Oct 31, 2016 at 10:41 AM, <jolsenlaw@comcast.net> wrote:

Randy-

The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement";

Do you want the debtor to /s/ the form, or me as trustee?

Let me know, thanks."

"On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> wrote:
You can good ahead sign it. Thank you so much."



ADR Contracts marked up

Paul Dulberg <Paul_Dulberg@comcast.net>

Sat 10/29/2022 2:38 PM

To:Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>



Case 14-83578 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit
A Page 6 of 6

Left page is:
Bankruptcy Court Approved Contract

3. In the event that a Party and/or its counsel fail 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 rooms 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.

"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 his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: Paul Dulberg / Plaintiff Date _____

By: Kelly N. Baudin / Attorney for the Plaintiff Date _____

By: Randall Baudin, II / Attorney for the Plaintiff Date _____

By: Shoshan Reddington / Attorney for the Defendant Date _____

Why are these 2 lines repeated from page 5?

Right page is:
Actual Contract on File at ADR

3. In the event that a Party and/or its counsel fail 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 rooms 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.

"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 his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

All communications with Dulberg show Dulberg was never in agreement with Application by means of ADR.

This is also undated - Send this to signature/handwriting Expert

By: Paul Dulberg / Plaintiff Date 12/18/16

By: Kelly N. Baudin / Attorney for the Plaintiff Date 12/18/16

By: Randall Baudin, II / Attorney for the Plaintiff Date 12/18/16

By: Shoshan Reddington / Attorney for the Defendant Date _____

Walter Norman
Who is this?

ADR Systems File # 33391EMAG
ADR Systems Tax ID # 36-3977708
Date of Hearing: Thursday, December 8, 2016

6

ADR Systems File # 33391EMAG
ADR Systems Tax ID # 36-3977708
Date of Hearing: Thursday, December 8, 2016

This page is an exact duplicate of page 6 found in the Bankruptcy Court Approved Contract and does not belong to the previous 5 pages of the Contract on file at ADR.

Conclusion:

Someone fraudulently put the signature page from one contract on another that has different terms without seeking permission of the bankruptcy court.

Case 14-83578 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit
A Page 5 of 6

Left page is: Bankruptcy Court Approved Contract

- 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 liens, including contractual rights of subrogation owed are subject to existing Illinois law. 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 follow-up time ("Mediation Costs"). Binding Mediations are billed at a four hour per day minimum. The required deposit amount is \$2,395.00 from Party B and is due by November 21, 2016. Any unused portion of the deposit will be refunded 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 Binding-Mediations cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediation 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 cancellation is by agreement of all Parties, or if the case has settled, 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 filed by another matter.

This does not spell out who is paying these fees.

Administrative Fee	\$390.00 (Non-refundable)
Mediator's Review Time	\$450.00 per hour
Session Time	\$450.00 per hour
Mediator's Decision Writing Time	\$450.00 per hour
Mediator's Travel Time (if any)	\$75.00 per hour

B. Responsibility for Payment

- Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated 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.

5



Right page is:
Actual Contract on File at ADR

- 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 liens, including contractual rights of subrogation owed are subject to existing Illinois law. 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 follow-up time ("Mediation Costs"). Binding Mediations are billed at a four hour per day minimum. The required deposit amount is \$2,395.00 per Party and is due by November 21, 2016. Any unused portion of the deposit will be refunded 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 Binding-Mediations cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediation 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 cancellation is by agreement of all Parties, or if the case has settled, 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 filed by another matter.

This does spell out who is paying these fees

Administrative Fee	\$395.00 per Party (Non-refundable)
Mediator's Review Time	\$450.00 per hour, split equally between Parties
Session Time	\$450.00 per hour, split equally between Parties
Mediator's Decision Writing Time	\$450.00 per hour, split equally between Parties
Mediator's Travel Time (if any)	\$75.00 per hour, split equally between Parties

B. Responsibility for Payment

- Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated 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.
- 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, fees, and expenses incurred by ADR Systems.

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



Case 14-93578 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit
A Page 4 of 6

Left page is:

Bankruptcy Court Approved Contract

Shoban Reddigam, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN UHOIST
200 N. La Salle Street
Suite 2950
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 highflow agreement that the Parties may have as described below in Paragraph (F)(i).

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 (sometimes referred to as a "highflow 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").
 - a. If liability is disputed and comparative fault or negligence is asserted 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 greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence 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 of more than the maximum parameter.
 - b. 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 Duberg will be \$50,000.00. Also, the maximum award to Paul Duberg will be \$300,000.00. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Duberg.

IV. Effect of this Agreement

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this 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 resolved, 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.

Right page is:
Actual Contract on File at ADR

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 highflow agreement that the Parties may have as described below in Paragraph (F)(i).

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 (sometimes referred to as a "highflow 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").
 - a. If liability is disputed and comparative fault or negligence is asserted 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 greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence 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.
 - b. 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 Duberg will be \$50,000.00. Also, the maximum award to Paul Duberg will be \$300,000.00. These amounts reflect the minimum and maximum amounts of money that David Duberg shall be liable to pay to Paul Duberg.

Why does this contract say my step brother, "David Duberg" shall be liable to pay Paul Duberg?

IV. Effect of this Agreement

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this 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 resolved, 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.

Case 14-83576 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit

A Page 3 of 6

Left page is:

Bankruptcy Court Approved Contract

- a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then 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 null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
- b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing 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.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof must deliver said items to the Mediator and to the other Parties no later than Monday, November 21, 2016.

5. 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.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

The Honorable James P. Etchingham, (Ret.) (Mediator)

CO ADR SYSTEMS

20 North Clark Street

Floor 29

Chicago, IL 60602

Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)

BAUDIN LAW GROUP

304 McHenry Avenue

Crystal Lake, IL 60039

3

Right page is:
Actual Contract on File at ADR

- b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing 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.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof must deliver said items to the Mediator and to the other Parties no later than Monday, November 21, 2016.

5. 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.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

The Honorable James P. Etchingham, (Ret.) (Mediator)

CO ADR SYSTEMS

20 North Clark Street

Floor 29

Chicago, IL 60602

Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)

BAUDIN LAW GROUP

304 McHenry Avenue

Crystal Lake, IL 60039

Shoshan Beedington, Esq. (Defense Attorney)

LAW OFFICES OF STEVEN UHOIST

200 N. La Salle Street

Suite 2550

Chicago, IL 60601

3

Bankruptcy Court Approved Contract

Left page is:

B. Amendments to the Agreement

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

2. When 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 agreed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement 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 authorities 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:

- Medical records and medical bills for medical services;
- Bills for drugs and medical appliances (for example, prostheses);
- Property repair bills or estimates;
- Reports of lost time from employment, and / or lost compensation or wages;
- 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 1-109 of the Illinois Code of Civil Procedure;
- Photographs;
- Police reports;
- 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
- 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 high-low agreement, last offer and last demand, policy limits, and / or 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. When 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 agreed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement 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 authorities 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:

- Medical records and medical bills for medical services;
- Bills for drugs and medical appliances (for example, prostheses);
- Property repair bills or estimates;
- Reports of lost time from employment, and / or lost compensation or wages;
- 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 1-109 of the Illinois Code of Civil Procedure;
- Photographs;
- Police reports;
- 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
- 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 high-low agreement, last offer and last demand, policy limits, and / or 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.

a. Violation of this rule set forth in [D](2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then 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 null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement and

Case 14-83578 Doc 34-2 Filed 10/04/16 Entered 10/04/16 14:29:52 Desc Exhibit A Page 1 of 6

Left page is:
Bankruptcy Court Approved Contract



Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. Parties

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshun Reddington

SPECIAL BILLING - Section V.B.3 - Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.

II. 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 Goodrich
312-960-2267

III. 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. Etchingham (Ret.) 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 II(D)(1). 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.

ADR Systems - 20 North Clark Street - Floor 29 - Chicago, IL 60602
312.960.2266 - info@adr-systems.com - www.adrsystems.com

EXHIBIT "A"

Right page is:
Actual Contract on File at ADR



Binding Mediation Agreement
ADR Systems File # 33391BMAG

I. Parties

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshun Reddington

II. 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 Goodrich
312-960-2267

III. 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. Etchingham (Ret.) 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 II(D)(1). 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.
8. Amendments to the Agreement Who approved the changes from the original contract?
1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

ADR Systems - 20 North Clark Street - Floor 29 - Chicago, IL 60602
312.960.2266 - info@adr-systems.com - www.adrsystems.com

New case: Baudin/Olsen/ADR Complaint

Paul Dulberg <Paul_Dulberg@comcast.net>

Wed 11/23/2022 7:31 AM

To:Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Dear Mr Talarico,



It is time to get the ball rolling on the fraudulent ADR contract.

I believe I remember you said it would be an additional \$10,000 as a retainer.

I can issue the check next Tuesday, November 28, 2022 assuming you still want the case and the amount needed is correct.

If you do please send me the retainer agreement to sign.

Please advise.

I believe we have 3 defendants and multiple counts (Rough list is below, it's off the top of my head and may not include everything we can charge), lets discuss these and refine as needed to make a legally sufficient complaint including all participants involved in the fraudulent contract:

1. Baudins:

- a.) Contract Fraud and affidavit fraud in bankruptcy court
- b.) Contract Fraud at Alternative Dispute Resolutions Inc.
- c.) Legal Malpractice for failure to notify the circuit court of the bankruptcy

- d.) Legal Malpractice for failure to inform Dulberg of Gagnon's non-answer the Cross-Claim resulting in Gagnon admitting to all allegations in Dulberg's complaint and Failure to inform Dulberg that Gagnon did not answer interrogatories.
- e.) Legal Malpractice for failure to inform Dulberg of Popovich's Legal Malpractice for Gagnon's non-answer the Cross-Claim resulting in Gagnon admitting to all allegations in Dulberg's complaint and Failure to inform Dulberg that Gagnon did not answer interrogatories.
- f.) Legal Malpractice for failure to compel Gagnon to answer interrogatories
- g.) Legal Malpractice for failure to file a summary judgement motion on behalf of Dulberg against Gagnon for admitting all allegations in Dulberg's complaint as true.
- h.) Failure to protect the estate from fraud and Failure to Maximize the estate by entering into a fraudulent contract with a cap on recovery.

2. Olsen

- a. Contract Fraud in bankruptcy court
- b. Failure to ensure the contract used at ADR matched the Contract approved to be entered into at bankruptcy court
- c. Failure to recognize that the attached contract to the Baudins law group's affidavit was not entered into by the Baudin Law group but was rather a contract with Baudin & Baudin
- d. Failure to protect the estate from fraud

3. ADR

- a. Acceptance of an obviously flawed contract that is different than the contract originally authored by ADR.
- b. Failure to follow and enforce the terms/rules written in the contract about modifications to the contract.

I believe all 3 defendants could be charged with conspiracy to commit fraud against the bankruptcy estate as well.

Thanks,

