

Date : 2/2/2023 4:37:12 AM
From : "Paul Dulberg"
To : "Law Office Of Alphonse Talarico"
BCc : "Paul Dulberg" , "Tom Kost"
Subject : Re: 137 Letter
Dear Mr Talarico,

Okay, I just had to share something that I am exploring with the new artificial Intelligence (AI) and what it gave to me as a response to a few simple questions about ADR.

I don't know if it helps us respond to this letter but I think it hits the issue of why ADR is named in our suit dead on.

FYI this particular (AI) is completely updated on statutory and case law as of 2021 but will not cite the cases. It replies in a text format that is more like an explanation but I am told does a very comprehensive search of all laws and cases up to 2021 before answering.

I find the "However" part of response number 3 and the response to number 4 most interesting because that is also where I see the fault.

1.)

Me: what happens when alternative dispute resolutions does not follow the rules written in a contract ADR authored?

AI Response: If alternative dispute resolution (ADR) procedures do not follow the rules outlined in a contract, it can result in an invalidation of the ADR process and the parties involved may be left without a means of resolving their dispute. The contract's language and provisions regarding ADR are considered binding, and a failure to adhere to them can raise questions about the fairness and impartiality of the ADR process. If the dispute is not resolved through ADR, the parties may have to resort to other means, such as litigation, to resolve the issue.

2.)

Me: what happens when alternative dispute resolutions does not follow the rules written in a contract ADR authored and a signature page from one contract was attached to another contract with different terms and executed?

AI Response: If alternative dispute resolution (ADR) procedures do not follow the rules outlined in a contract and a signature page from one contract is attached to another contract with different terms and executed, it can lead to confusion and ambiguity about the parties' obligations and rights. This can make it difficult to determine which contract's provisions apply in the event of a dispute, which can lead to further complications in the resolution of the dispute through ADR.

In such a situation, the validity of the ADR process may be called into question, and the parties may have to seek other means of resolving the dispute, such as litigation. It is important for parties to carefully review and understand the terms of any contract before executing it to ensure that the provisions are clear and consistent, and to avoid misunderstandings and disputes down the line.

3.)

Me: in the above scenarios is ADR itself at fault for not enforcing the rules that ADR put in the contract?

AI Response: In the above scenarios, the ADR process itself is not necessarily at fault for not enforcing the rules that it put in the contract. ADR is meant to be a voluntary and consensual process, and it is the responsibility of the parties involved to abide by the rules and provisions outlined in the contract.

If the parties do not follow the rules, the ADR process may be compromised, and the ADR provider may not be able to effectively resolve the dispute. In such cases, it may be necessary for the parties to resort to other means, such as litigation, to resolve the issue.

However, in certain circumstances, the ADR provider may have a duty to ensure that the rules are followed, such as when the ADR provider is appointed as a neutral third party to manage the dispute resolution process. In such cases, a failure to enforce the rules may be considered a breach of the ADR provider's duties.

4.)

Me: If ADR breached their duties and that breach caused a signature page from one contract to end up on another contract with different terms and it was executed what is ADR's liability

AI Response: If the ADR provider breached its duties and that breach caused a signature page from one contract to end up attached to another contract with different terms and executed, the ADR provider may be held liable for any damages that result from the breach.

The extent of the ADR provider's liability will depend on the specific facts of the case and the laws governing the jurisdiction in which the dispute resolution process took place. In some cases, the ADR provider may be held liable for negligence, breach of contract, or breach of fiduciary duty.

In such cases, the parties may be able to recover damages, such as any costs incurred as a result of the breach, or compensation for any harm suffered as a result of the breach. The parties may also have the right to seek a remedy, such as an injunction, to prevent further harm or to enforce their rights under the contract.

It is important for parties to carefully review and understand the terms of any contract before executing it and to seek the assistance of legal counsel if there are any questions or concerns.

On Feb 1, 2023, at 12:59 PM, Paul Dulberg <pdulberg@icloud.com> wrote:

Dear Mr Talarico,

From my understanding there are 3 pillars of logic in the letter from Mr Chapman.

1. Based on their review of the bankruptcy court file, I never objected in public and was duly informed and only now I don't like the results.
2. The change between the signed contract and the initial contract are only slightly different and insignificant. "Some minor differences"
3. "ADR did not engage in any material breach of the executed binding mediation agreement"

I hope you see the flaws in their 3 pillars of logic used in this letter.

The foot note on Page 2 can be used as further evidence confirming when we discovered the flawed contract.

I believe this letter just became an exhibit for us.

If they file a Rule 137 for sanctions based on this letter we most likely need to file a response asking for a denial of the rule 137 based on ADR's negligence for not following their rules they wrote in the contract they authored and the acceptance of the dubious contract and green lighting the go-ahead with the dubious contract in violation of the rules they authored.

Paul

On Feb 1, 2023, at 10:21 AM, Alphonse Talarico
<contact@lawofficeofalphonsetalarico.com> wrote:

<230131 Rule 137 Letter to Dulberg.pdf>