



EHAB ALLABABIDI

LEGAL CORRESPONDENCE

Four letters · one factual spine · Exhibits A–H omitted

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August 2, 2026

READING COPY — NOT THE TRANSMISSION COPY

FOUR LETTERS, AUGUST 2, 2026

Two petitions verified under 735 ILCS 5/1-109 in one prosecution, nineteen months apart.

TAB	RECIPIENT	INSTRUMENT	PAGES
1	Taniell Starks, FOIA Officer Conviction Integrity Unit Office of the Lake County State's Attorney statesattorney@lakecountyil.gov	Request for Public Records and Referral Under the Office's Brady Policy Response requested 5:00 p.m. Monday, August 10, 2026	SL-000002 to SL-000010
2	Gregory C. Ticsay Public Defender of Lake County Office of the Public Defender, 19th Judicial Circuit GTicsay@lakecountyil.gov · fax (847) 984-5751	Notice of Impeachment Material Concerning Two Assistant State's Attorneys Response requested 5:00 p.m. Friday, August 7, 2026	SL-000011 to SL-000018
3	James E. Chadd State Appellate Defender Office of the State Appellate Defender, Springfield James.Chadd@osad.state.il.us · cc 2ndDistrict@osad.state.il.us	Transmittal of Prosecutorial-Conduct Material and Inquiry as to Indexing Response requested	SL-000019 to SL-000025
4	Erin Cartwright Weinstein Clerk of the Circuit Court Nineteenth Judicial Circuit, Lake County CircuitClerk@lakecountyil.gov · fax (847) 360-6409	Request for Compiled Court Information Under Local Rule 1-3.07(C) Response requested 5:00 p.m. Wednesday, August 12, 2026	SL-000026 to SL-000032

Exhibits A–H (STRUCT-000001 to STRUCT-000008) are identical across all four instruments and are omitted here. Each recipient is served the corresponding ___WITH_EXHIBITS.pdf. No service is made by mail.



REQUEST TO THE DESIGNATED FOIA OFFICER AND THE CONVICTION INTEGRITY UNIT

RESPONSE REQUESTED BY 5:00 P.M. MONDAY,
AUGUST 10, 2026

Request for Public Records and Referral Under the Office's Brady Policy

Taniell Starks, Freedom of Information Officer · Office of the Lake County State's Attorney
18 North County Street, Waukegan, Illinois 60085 · statesattorney@lakecountyil.gov

AND TO: Conviction Integrity Unit · Office of the Lake County State's Attorney
18 North County Street, 3rd Floor, Waukegan, Illinois 60085

COPY: Public Access Counselor · Office of the Illinois Attorney General · 500 South Second Street, Springfield, Illinois 62701 · public.access@ilag.gov

This request is directed to the public body under 5 ILCS 140/3.5. It concerns matters other than Appellate Court No. 2-26-0352.

RECORDS REQUEST

ASA Nicholas Shepherd and ASA Francis P. DeRosa — five categories of records, January 1, 2019 through the date of this request

Two petitions verified under 735 ILCS 5/1-109 in one prosecution, nineteen months apart · the Office's published 2022 Brady policy, Rules 1, 13, 14, and 15(a) · Exhibits A–H

Ms. Starks:

Rule 13 of this Office's published Brady policy requires disclosure when "a witness lacks candor with the tribunal." Two Assistant State's Attorneys personally verified petitions in No. 23 CF 1146 under 735 ILCS 5/1-109, nineteen months apart. This Office's own records refute the sworn contents of both. This is a request for five categories of records under the Freedom of Information Act, a demand under 5 ILCS 120/7.3, and a referral to the Conviction Integrity Unit.

THE ASK, IN FIVE LINES

1. Five categories of records under 5 ILCS 140, Part III. 2. The compensation line items 5 ILCS 120/7.3 already requires you to post, Part IV. 3. A Conviction Integrity Unit determination, Part VI. 4. Response by 5:00 p.m. Monday, August 10, 2026. 5. Every quotation below is from this Office's own 2022 Brady policy, from a certified circuit-court record, or from a regulated insurer's filing with its regulator — all produced as Exhibits A through K.

I. THIS REQUEST IS MADE TO THE PUBLIC BODY, NOT TO COUNSEL OF RECORD

This request is directed to the Office's designated Freedom of Information Officer under 5 ILCS 140/3.5 and to the Conviction Integrity Unit. It seeks records concerning matters other than Appellate Court No. 2-26-0352 and asks nothing about that appeal.

The Office holds public records in an executive-branch capacity. That capacity is distinct from its appearance as counsel of record in any case. *Nelson v. Kendall County*, 2014 IL 116303, is dispositive of the point and of any suggestion that a State's Attorney's Office stands outside the Act:

NELSON V. KENDALL COUNTY, 2014 IL 116303

[the office of State's Attorney is part of the executive branch of state government, which falls



squarely within the definition of “public body” under FOIA.]

THE TWO VERIFIED PETITIONS

Two Assistant State’s Attorneys personally verified petitions in Lake County No. 23 CF 1146 under 735 ILCS 5/1-109, nineteen months apart. The first:

- 1 **September 20, 2024.** ASA Francis P. DeRosa personally verified a “People’s Verified Petition to Revoke Pre-Trial Release” in No. 23 CF 1146 and attested to its statements as true and correct. It was withdrawn on the State’s own motion thirty-nine days later. *Exhibit A.*
- 2 **June 12 and August 12, 2024.** DeRosa moved for reciprocal discovery, obtained an order compelling the defense to disclose defenses and witnesses within fourteen days, and then filed a Supplemental Disclosure adding seventeen medical professionals by name — Scott Miller, MD; Mark Oquist-Cardenas, MD; David Foosaner, MD; Kristin Vercillo, MD; Stephen Amesbury, MD; Megan Stock, MD; John Brunetti, DMD; Beth Ginsburg, MD; Rami Taha, MD; Marcus Talerico, MD; Stephen Clark, MD; Holly Loud, DO; Christopher Coury, MD; David Zartaisky, MD; Shayle Patzik, MD; Shabirusain Abadin, MD; Maher Nahlawi, MD — and reserved the right to call “any other person mentioned in the reports.” Thirty-five disclosed witnesses across two disclosures. *Exhibit B.*
- 3 **March 25, 2025.** The defense answer disclosed no criminal history, no expert witnesses, no physical evidence, and two witnesses. *Exhibit C.* The prosecution continued another five and a half months.
- 4 **September 8, 2025.** Not one of the thirty-five disclosed witnesses testified. Count 2 (aggravated speeding, 625 ILCS 5/11-601.5), charged in the June 14, 2023 indictment, was resolved by *nolle prosequi* on the State’s own motion. The matter was resolved by negotiated plea.

The second, in the same case:

- 1 **May 14, 2026.** ASA Nicholas Shepherd personally verified a Petition for Revocation of Probation. *Exhibit D.* Its first ground is a positive amphetamine screen.
- 2 **December 10, 2025 — five months before that petition was sworn.** Cook County probation officer Adison Weeks wrote, at 12:37 p.m.: “I know you are still being prescribed it... Your drug test results were positive for amphetamine, but it is all negative in my eyes because I know you are still taking the Adderall.” *Exhibit E.* Sentencing condition 4 bars prescription medication of *another*; the petition omits those two words.
- 3 **The nonpayment ground.** The September 8, 2025 Financial Sentencing Order, paragraph 7(a) (“Restitution”), is blank. *Exhibit F.* The separate Restitution Order’s \$2,670.86 is not payable in full until ninety days before termination of probation — December 8, 2027. The petition swore willful nonpayment nineteen months before the obligation matured. Allstate had already paid \$16,557.00 on Claim No. 0670868884 for the same collision before sentencing.
- 4 **The failure-to-report counts.** They name Lake County. Supervision transferred to Cook County effective October 1, 2025, on the county’s own AOIC form filed November 10, 2025, which recorded arrears of \$100.00. The petition does not disclose the transfer.
- 5 **Two contradictions on the face of the petition.** Paragraph 2.D recites twenty public-service hours per month; sentencing condition 19 requires twelve. The petition dates the screen November 10, 2025; the April 8, 2026 probation memorandum dates it November 20, 2025.
- 6 **May 28, 2026.** The minutes of the “Arraignment On Petition To Revoke” record no defendant present and no defense counsel present. Disposition: “Case Called / Issue Warrant.” *Exhibit G.* The warrant recites a technical violation and orders the defendant held in custody, against 730 ILCS 5/5-6-4(b).

THE VERIFICATION STATUTE

Both petitions were certified under 735 ILCS 5/1-109. The section defines what that certification is:



735 ILCS 5/1-109

[Unless otherwise expressly provided by rule of the Supreme Court, whenever in this Code any complaint, petition, answer, reply, bill of particulars, answer to interrogatories, affidavit, return or proof of service, or other document or pleading filed in any court of this State is required or permitted to be verified, or made, sworn to or verified under oath, such requirement or permission is hereby defined to include a certification of such pleading, affidavit or other document under penalty of perjury as provided in this Section.]

And it states its own consequence:

735 ILCS 5/1-109

[Any person who makes a false statement, material to the issue or point in question, which he does not believe to be true, in any pleading, affidavit or other document certified by such person in accordance with this Section shall be guilty of a Class 3 felony.]

The statute is reproduced because it supplies the standard, not because this letter applies it. What the records establish is what was sworn and what the same offices' documents say. The clause "which he does not believe to be true" is an element no document attached here addresses, and no statement in this letter supplies it.

THE INSURER'S WRITTEN STATEMENT TO ITS REGULATOR

The nonpayment ground of the May 14, 2026 petition is \$2,670.86 to O'Brien Landscape. On July 20, 2026, Allstate Fire and Casualty Insurance Company answered a complaint before the Illinois Department of Insurance, File No. 01124092, over the signature of Lourdes Krayser, Delivery Senior Manager. *Exhibit I*. Four of its statements bear on that ground.

First — the money was there.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[At the time of the loss, the vehicle operated by Mr. Allababidi was covered by Allstate Policy No. 802 748 890, which carried \$100,000 in property damage limits.]

Second — coverage was never denied and liability was never disputed.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate opened the claim under 0670868884. Allstate did not deny coverage to anyone. In fact, as pointed out by claimant/insured, Allstate paid out the one property claim that was pressed by Sentry Insurance in the sum of \$16,557.00. No other claims to date were presented by any persons, individuals, or insurance companies for alleged property damage.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Because the date of loss is May 23, 2022, any party seeking recovery for property damage would have 5 years to file suit. At the time of this IDOI complaint, no suits are pending and the SOL does not expire until May 23, 2027. If suits were filed, Allstate would have defended and indemnified the insured (Mr. Allababidi), and possibly even tried to settle. ... Allstate did not dispute civil liability and it was a question of who was pressing recovery claims. No claims were ever pressed.]

Third — the claim underlying the revocation was never presented to the insurer.



ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Certainly at no time was Allstate presented with any property damage loss of O’Brien Landscape, an entity to whom restitution was awarded by the State, in the sum of \$2,670.86.]

Fourth — the insurer retained counsel to pay it, and could not get an answer.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate retained defense counsel upon receipt of the DOI Complaint to see if counsel could reach out to the State’s Attorney and the public defender to resolve this for Mr. Allababidi, but no one will respond or cooperate.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate is not unwilling still to take care of this payment if it can, even though this is not a civil judgment. Again, Allstate’s counsel has not been able to reach the State’s Attorney to see if it could even pay this and make this right before this IDOI response was due. Allstate has not been able to reach the judgment creditor (O’Brien Landscape) either.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate knows nothing at this time about any of this and cannot obtain any information from any of the attorneys.]

The letter devotes a titled section — Part E, “Allstate’s Practice and Procedures as to Restitution” — to what ordinarily happens in a matter of this kind, and twice states that this matter departed from it:

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[It is not unprecedented for the People and Allstate (through its defense counsel) to get together to see if perhaps insurance payment could resolve this controversy. That is not what happened here.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[In the past when claimants or their criminal lawyer asked Allstate to pay the restitution, Allstate was at least aware of same. It was not aware here. This IDOI Complaint is the first notice of any such demand for payment.]

And it closes:

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[We appreciate the opportunity to clarify our position and are willing to assist the insured in making this right. ... Allstate would help Mr. Allababidi if it could with complete transparency to the States’ Attorney’s Office and O’Brien Landscaping if presented with an opportunity to pay and make this right.]

THE DEMAND ALLSTATE STATES WAS NEVER MADE

The same filing contains one further statement, and it is the reason Exhibit J is produced:

**ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026**

[This IDOI Complaint is Allstate’s first notice of Mr. Allababidi’s plea deal and this restitution judgment. ... Surely, Allstate cannot be faulted for paying something it never was asked to pay, by the State’s Attorney, by Mr. Allababidi or anyone in his behalf, or by O’Brien Landscape.]

Exhibit J is that demand. June 16, 2026, 5:43 p.m., addressed to Allstate Claims and the Allstate Executive Office, copied to the Allstate Special Investigations Unit, the Illinois Department of Insurance, the Clerk of the Circuit Court, and **the Lake County State’s Attorney at statesattorney@lakecountyil.gov** — the address the circuit court designated. A seven-page demand went by facsimile to Allstate Claims and Subrogation at (866) 447-4293 the same day. It states:

DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[Allstate has already paid \$16,557.00 to Sentry Insurance for the James W. Smith Printing property-damage subrogation on this exact claim and accident. A second property loss from the SAME collision — O’Brien Landscape, \$2,670.86 — was never tendered to Allstate. Instead, the Lake County State’s Attorney obtained a restitution order against me for that amount and then swore, in a Petition for Revocation, that I ‘willfully failed’ to pay it — without disclosing to the court that an active Allstate policy covers the loss.]

And it asks, in terms:

DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[I request that Allstate, within a reasonable time: (1) open a claims/subrogation review of the O’Brien Landscape loss under this claim; (2) preserve the entire claim file...]

Allstate replied at 5:46 p.m. — three minutes later. The reply is automated and the reason it gives is a file format:

ALLSTATE TO THE SENDER, JUNE 16, 2026, 5:46 P.M. — EXHIBIT J

[Sorry, we can’t route your message. Thank you for contacting us. We are unable to deliver your message, because it contains an attachment in a file format not supported by our system.]

Exhibit J therefore fixes two dates. The O’Brien loss and the figure \$2,670.86 were put to Allstate in writing on **June 16, 2026**, thirty-four days before the insurer told its regulator it had received no such demand. And the Lake County State’s Attorney’s Office received written notice, at its designated inbox on the same date, that an active policy with \$100,000 in property-damage limits covered the loss underlying the nonpayment ground of the pending petition. That was forty-seven days before the date of this letter. The petition has not been withdrawn.

The arithmetic of that ground is therefore fixed by the insurer’s own filing: \$100,000.00 in limits available, \$2,670.86 sought by the State, \$0.00 of it ever presented to the carrier, and a limitations period that does not close until May 23, 2027. The May 14, 2026 petition swore that the failure to pay \$2,670.86 was willful. *Bearden v. Georgia*, 461 U.S. 660, 672–73 (1983), governs what a court must find before that failure may be converted into imprisonment.

THE DOCKET, AS ARITHMETIC

Every figure below is drawn from a certified circuit-court record in No. 23 CF 1146 or from a document produced with this letter. None is estimated.

The docket of No. 23 CF 1146	Figure
Date of loss to date of this letter	1,532 days



The docket of No. 23 CF 1146	Figure
Indictment (June 14, 2023) to disposition (Sept. 8, 2025)	817 days
Court settings of record (“Event Result” entries)	29
Of those, entered as “Heard and Continued”	12
Orders continuing pretrial release	18
Trial settings of record	0
Days of pretrial supervision before plea	516
Witnesses disclosed by the State across two disclosures	35
Of those, medical professionals named	17
Of those, witnesses who testified	0
Witnesses disclosed by the defense	2
Counts charged in the indictment	2
Counts resolved by <i>nolle prosequi</i> on the State’s motion	1
Verified petition of Sept. 20, 2024 — days to withdrawal	39
Restitution entered on the principal property loss (Financial Sentencing Order ¶ 7(a))	\$0.00
Paid by Allstate on Claim No. 0670868884 before sentencing	\$16,557.00
Property-damage limits under Policy No. 802 748 890 (Ex. I)	\$100,000.00
Restitution ordered to O’Brien Landscape	\$2,670.86
Amount of that claim ever presented to the insurer (Ex. I)	\$0.00
Civil limitations period on the property loss expires (Ex. I)	May 23, 2027
Probation arrears per the County’s own AOIC form of Nov. 10, 2025	\$100.00
Petitions to revoke personally verified under 735 ILCS 5/1-109, by two prosecutors	2

II. WHAT THE OFFICE’S OWN POLICY SAYS ABOUT THIS

The 2022 Brady policy is Exhibit H. The Office published it. Its General Principles state:

BRADY POLICY, GENERAL PRINCIPLES

[It is the philosophy of this office to err on the side of over-disclosure. That is, this office will not engage in a strict materiality analysis prior to disclosure. “Materiality” is not the standard for disclosure; it is a test for courts to analyze whether a conviction should be overturned because the defense was not given information.]

It classifies the following as Brady material for government witnesses:

BRADY POLICY, TYPE 2 BRADY MATERIAL

[for government and police witnesses, “Brady material” also includes: ... a pattern and practice of ignoring constitutional rights and procedures; ... a pattern and practice of disobeying internal policies; lack of candor with a court; specific instances of dishonesty or lack of candor...]



It defines disclosable bias to reach a witness's stake in litigation. ASA Shepherd is a named individual-capacity defendant in *Allababidi v. Shepherd*, No. 1:26-cv-06738 (N.D. Ill.), for the act of swearing the May 14, 2026 petition:

BRADY POLICY, TYPE 1 BRADY MATERIAL — BIASES OF WITNESSES

[“Biases” shall include, but not be limited to, any motivation whatsoever that a witness may have to provide false or exaggerated testimony due to: personal animus, financial interest, “deals” with prosecutors or police officers, pending cases with prosecutor’s office even if no “deal,” an interest in any litigation, and/or preservation of employment or status...]

Rule 13 commands a specific act when that condition is met. A separate provision addresses what a pattern warrants, and what a favorable disciplinary determination does not foreclose:

BRADY POLICY, RULE 13

[When a prosecutor discovers that a witness lacks candor with the tribunal, possesses a bias as defined above, or otherwise engages in dishonest behavior in a professional setting, the prosecutor shall inform his or her supervisor who will take the information to the First Assistant for the witness’s possible inclusion on the Brady list.]

BRADY POLICY, GENERAL PRINCIPLES

[a consistent pattern of allegations against an officer or an extremely serious allegation may warrant an independent investigation by our office separate from or even despite a disciplinary determination in favor of the officer.]

Rule 1 requires disclosure without a defense motion. Rule 14 requires any employee who observes non-compliance to report it. Rule 15(a) forecloses treating one part of the Office as sealed off from another:

BRADY POLICY, RULE 1

[Prosecutors shall as soon as possible disclose to the defense (defense counsel/pro se defendants) all Type 1 Brady material, including the fact that a witness is on a “Brady list” maintained by the office.]

BRADY POLICY, RULE 15(A)

[The State’s Attorney’s Office is one office, and the ethical obligations flow to all of us equally; no one shall view the Juvenile Division as separate or “walled off” for Brady purposes.]

The policy states its own consequence: “It is the policy of this office to fully comply with all Brady obligations under the applicable law and ethical obligations. Failure to comply with these 15 rules below will result in discipline up to termination.”

The policy is written throughout about police officers and expert witnesses. It contains no provision addressing the case in which the witness whose candor is in question is the Assistant State’s Attorney who personally verified the charging instrument. In a probation-revocation proceeding, the verifying prosecutor is the affiant. Categories 3 and 4 below ask what the Office has done about that.

III. RECORDS REQUESTED — FIVE CATEGORIES

Each item requests an existing electronic report or export, produced in its native electronic format under 5 ILCS 140/6. No item requests a case file, and no item requires the compilation of pages. The period is January 1, 2019



through the date of this request. None of these records has been requested by this requester before.

- 1 **Assignment export.** The existing report or export from the Office’s case-management system identifying each matter to which Nicholas Shepherd or Francis P. DeRosa was assigned or in which either appeared as attorney of record, with the fields already carried in that system: case number, charge class, assigned attorney, disposition, and disposition date.
- 2 **Verified-petition export.** The existing report or export identifying each petition to revoke probation, petition to revoke pre-trial release, and petition for pre-trial detention verified under 735 ILCS 5/1-109 by either attorney, with case number, filing date, and disposition.
- 3 **The Brady list and the Rule 13 record.** The “Brady list” maintained by the Office as referenced in Rules 1 and 3 of the 2022 policy; and any record reflecting whether either attorney has been reported under Rule 13, referred to the First Assistant, considered for inclusion, or included.
- 4 **The application of the policy to attorneys.** Any policy, directive, memorandum, opinion, or training material addressing (a) whether the Brady policy applies to an Assistant State’s Attorney who is a witness or verifying affiant, and (b) the separate policy referenced parenthetically in Rule 13 requiring prosecutors to report constitutional violations to the State’s Attorney in writing.
- 5 **Conviction Integrity Unit.** The Unit’s written intake and review protocol, and the existing report or count of applications received, opened for review, and closed since the Unit’s establishment in 2020.

IV. SEPARATE DEMAND UNDER 5 ILCS 120/7.3 — THE COST OF THE OFFICE

This Part is not a Freedom of Information Act request and is not one of the five categories above. It invokes a posting duty that already exists.

Lake County participates in the Illinois Municipal Retirement Fund. Section 7.3 of the Open Meetings Act therefore commands:

5 ILCS 120/7.3

[Within 6 business days after an employer participating in the Illinois Municipal Retirement Fund approves a budget, that employer shall post on its website the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year.]

5 ILCS 120/7.3

[“Total compensation package” means payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted.]

The County publishes “Compensation Report 2026” at lakecountyil.gov/DocumentCenter/View/86462, indexed at lakecountyil.gov/4592/Employee-Compensation-Reports. Identify, by direct link or by attached page, the entries in that report or its predecessors, for each fiscal year in the period stated above, for **Francis P. DeRosa** and **Nicholas Shepherd**. If either total compensation package exceeded \$75,000 in any year and was not posted, state that. If either equaled or exceeded \$150,000, state the date on which it was posted, which section 7.3 requires to be at least six days before approval.

The figures are requested to be read against the table above. Nothing in this Part asks the Office to characterize them.

V. RESPONSE FORMAT AND THE STATUTORY GROUNDS THAT DO NOT APPLY



- 1 **Section 7(1)(c) does not reach items 1 through 4, or Part IV.** The Act says so in terms: “The disclosure of information that bears on the public duties of public employees and officials shall not be considered an invasion of personal privacy.” Which cases a prosecutor was assigned, what he verified under oath, and what the County pays him to do it, are the definition of a public duty.
- 2 **Section 2(h) does not apply.** This request is five categories, not more than five, and each item seeks an existing record rather than the compilation of more than 500 pages. Part IV is a posting demand under a different Act and is not a category.
- 3 **Section 3(g) requires a conference before a burden objection, and requires the objection in writing.** “Requests calling for all records falling within a category shall be complied with unless compliance with the request would be unduly burdensome for the complying public body and there is no way to narrow the request and the burden on the public body outweighs the public interest in the information. Before invoking this exemption, the public body shall extend to the person making the request an opportunity to confer with it in an attempt to reduce the request to manageable proportions.” If the Office invokes it, identify which of the five items is burdensome, state the extent of the burden, and propose the conference. A narrowing of the date range or of the fields exported will be considered on receipt.
- 4 **Section 7(1)(f) does not reach items 1, 2, or 5.** An assignment export, a filing index, and an application count are factual data, not predecisional opinion.
- 5 **If any item is withheld in whole or part,** cite the specific subsection relied upon, describe the records withheld by category and volume, and produce all reasonably segregable portions, as 5 ILCS 140/9(a) requires.
- 6 **If the Office classifies this requester as recurrent under 2(g),** say so in writing and identify the requests relied on. The classification alters the response period under 5 ILCS 140/3.1; it does not alter the duty to produce.
- 7 **A response that does not address an item is recorded as a non-response to that item,** and the Request for Review will identify it as such.

VI. REFERRAL TO THE CONVICTION INTEGRITY UNIT

This letter is also submitted to the Conviction Integrity Unit established in 2020. The referral is not an application for review of this requester’s own conviction. It asks the Unit to determine whether Exhibits A through H require the Office to identify the matters in which either attorney appeared as a witness or verifying affiant, and to make the disclosure its own Rule 13 commands. The Office’s policy states that a consistent pattern of allegations may warrant an independent investigation “separate from or even despite a disciplinary determination” in the subject’s favor. Two intake closures by the Attorney Registration and Disciplinary Commission, dated June 18 and July 1, 2026, are therefore not an answer under the Office’s own standard, and are disclosed here so that the Unit need not discover them.

RESPONSE REQUESTED BY

5:00 p.m. Monday, August 10, 2026 — five business days from receipt, 5 ILCS 140/3(d). A written extension under 3(e), or a recurrent-requester designation under 3.1, is acceptable if stated in writing and dated. Absent a response, a Request for Review will be submitted to the Public Access Counselor under 5 ILCS 140/9.5(a). Produce records in electronic format to the address below; no paper production is requested and no copying fee is incurred.

Respectfully and without waiver of any right or remedy,

/s/ Ehab Allababidi

EHAB ALLABABIDI | *Pro Se*

8516 W. Winona St., Chicago, IL 60656

(773) 920-0030 | defcon5ready@gmail.com

TRANSMITTED TO THE OFFICE THAT REPRESENTS THE DEFENDANTS THE POLICY
PROTECTSWRITTEN RESPONSE REQUESTED BY 5:00 P.M.
FRIDAY, AUGUST 7, 2026

Notice of Impeachment Material Concerning Two Assistant State's Attorneys

Gregory C. Ticsay, Public Defender of Lake County

15 South County Street, Waukegan, Illinois 60085 · (847) 377-3360 · GTicsay@lakecountyil.gov

NOTICE**ASA Nicholas Shepherd and ASA Francis P. DeRosa — material bearing on candor with the tribunal**

Two petitions verified under 735 ILCS 5/1-109 in one prosecution, nineteen months apart · the Office's published 2022 Brady policy, Rules 1, 13, 14, and 15(a) · Exhibits A–H

Mr. Ticsay:

This letter asks nothing for the sender. It transmits eleven records concerning two Assistant State's Attorneys who appear against your office, and identifies what the State's Attorney's own published Brady policy says has to happen when those records exist.

THE ASK, IN FIVE LINES

1. Has this Office ever received a Rule 13 Brady disclosure about either named Assistant State's Attorney?
2. About any Assistant State's Attorney?
3. Serve a standing Rule 412(c)/415(b) demand in open matters where either appears.
4. Did counsel retained by Allstate contact this Office, and was the contact answered?
5. Response by 5:00 p.m. Friday, August 7, 2026. Nothing in this letter asks this Office to act for the sender.

THE TWO VERIFIED PETITIONS

Two Assistant State's Attorneys personally verified petitions in Lake County No. 23 CF 1146 under 735 ILCS 5/1-109, nineteen months apart. The first:

- 1 **September 20, 2024.** ASA Francis P. DeRosa personally verified a "People's Verified Petition to Revoke Pre-Trial Release" in No. 23 CF 1146 and attested to its statements as true and correct. It was withdrawn on the State's own motion thirty-nine days later. *Exhibit A.*
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THE VERIFICATION STATUTE

Both petitions were certified under 735 ILCS 5/1-109. The section defines what that certification is:

735 ILCS 5/1-109

[Unless otherwise expressly provided by rule of the Supreme Court, whenever in this Code any complaint, petition, answer, reply, bill of particulars, answer to interrogatories, affidavit, return or proof of service, or other document or pleading filed in any court of this State is required or permitted to be verified, or made, sworn to or verified under oath, such requirement or permission is hereby defined to include a certification of such pleading, affidavit or other document under penalty of perjury as provided in this Section.]

And it states its own consequence:

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[Any person who makes a false statement, material to the issue or point in question, which he does not believe to be true, in any pleading, affidavit or other document certified by such person in accordance with this Section shall be guilty of a Class 3 felony.]

The statute is reproduced because it supplies the standard, not because this letter applies it. What the records establish is what was sworn and what the same offices’ documents say. The clause “which he does not believe to be true” is an element no document attached here addresses, and no statement in this letter supplies it.

THE INSURER’S WRITTEN STATEMENT TO ITS REGULATOR

The nonpayment ground of the May 14, 2026 petition is \$2,670.86 to O’Brien Landscape. On July 20, 2026, Allstate Fire and Casualty Insurance Company answered a complaint before the Illinois Department of Insurance, File No. 01124092, over the signature of Lourdes Krayser, Delivery Senior Manager. *Exhibit I*. Four of its statements bear on



that ground.

First — the money was there.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[At the time of the loss, the vehicle operated by Mr. Allababidi was covered by Allstate Policy No. 802 748 890, which carried \$100,000 in property damage limits.]

Second — coverage was never denied and liability was never disputed.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate opened the claim under 0670868884. Allstate did not deny coverage to anyone. In fact, as pointed out by claimant/insured, Allstate paid out the one property claim that was pressed by Sentry Insurance in the sum of \$16,557.00. No other claims to date were presented by any persons, individuals, or insurance companies for alleged property damage.]

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[Because the date of loss is May 23, 2022, any party seeking recovery for property damage would have 5 years to file suit. At the time of this IDOI complaint, no suits are pending and the SOL does not expire until May 23, 2027. If suits were filed, Allstate would have defended and indemnified the insured (Mr. Allababidi), and possibly even tried to settle. ... Allstate did not dispute civil liability and it was a question of who was pressing recovery claims. No claims were ever pressed.]

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[Certainly at no time was Allstate presented with any property damage loss of O'Brien Landscape, an entity to whom restitution was awarded by the State, in the sum of \$2,670.86.]

Fourth — the insurer retained counsel to pay it, and could not get an answer.

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[Allstate retained defense counsel upon receipt of the DOI Complaint to see if counsel could reach out to the State's Attorney and the public defender to resolve this for Mr. Allababidi, but no one will respond or cooperate.]

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[Allstate is not unwilling still to take care of this payment if it can, even though this is not a civil judgment. Again, Allstate's counsel has not been able to reach the State's Attorney to see if it could even pay this and make this right before this IDOI response was due. Allstate has not been able to reach the judgment creditor (O'Brien Landscape) either.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate knows nothing at this time about any of this and cannot obtain any information from any of the attorneys.]



The letter devotes a titled section — Part E, “Allstate’s Practice and Procedures as to Restitution” — to what ordinarily happens in a matter of this kind, and twice states that this matter departed from it:

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[We appreciate the opportunity to clarify our position and are willing to assist the insured in making this right. ... Allstate would help Mr. Allababidi if it could with complete transparency to the States’ Attorney’s Office and O’Brien Landscaping if presented with an opportunity to pay and make this right.]

THE DEMAND ALLSTATE STATES WAS NEVER MADE

The same filing contains one further statement, and it is the reason Exhibit J is produced:

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[This IDOI Complaint is Allstate’s first notice of Mr. Allababidi’s plea deal and this restitution judgment. ... Surely, Allstate cannot be faulted for paying something it never was asked to pay, by the State’s Attorney, by Mr. Allababidi or anyone in his behalf, or by O’Brien Landscape.]

Exhibit J is that demand. June 16, 2026, 5:43 p.m., addressed to Allstate Claims and the Allstate Executive Office, copied to the Allstate Special Investigations Unit, the Illinois Department of Insurance, the Clerk of the Circuit Court, and **the Lake County State’s Attorney at statesattorney@lakecountyil.gov** — the address the circuit court designated. A seven-page demand went by facsimile to Allstate Claims and Subrogation at (866) 447-4293 the same day. It states:

DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[Allstate has already paid \$16,557.00 to Sentry Insurance for the James W. Smith Printing property-damage subrogation on this exact claim and accident. A second property loss from the SAME collision — O’Brien Landscape, \$2,670.86 — was never tendered to Allstate. Instead, the Lake County State’s Attorney obtained a restitution order against me for that amount and then swore, in a Petition for Revocation, that I ‘willfully failed’ to pay it — without disclosing to the court that an active Allstate policy covers the loss.]

And it asks, in terms:

DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[I request that Allstate, within a reasonable time: (1) open a claims/subrogation review of the O’Brien Landscape loss under this claim; (2) preserve the entire claim file...]



Allstate replied at 5:46 p.m. — three minutes later. The reply is automated and the reason it gives is a file format:

ALLSTATE TO THE SENDER, JUNE 16, 2026, 5:46 P.M. — EXHIBIT J

[Sorry, we can't route your message. Thank you for contacting us. We are unable to deliver your message, because it contains an attachment in a file format not supported by our system.]

Exhibit J therefore fixes two dates. The O'Brien loss and the figure \$2,670.86 were put to Allstate in writing on **June 16, 2026**, thirty-four days before the insurer told its regulator it had received no such demand. And the Lake County State's Attorney's Office received written notice, at its designated inbox on the same date, that an active policy with \$100,000 in property-damage limits covered the loss underlying the nonpayment ground of the pending petition. That was forty-seven days before the date of this letter. The petition has not been withdrawn.

The arithmetic of that ground is therefore fixed by the insurer's own filing: \$100,000.00 in limits available, \$2,670.86 sought by the State, \$0.00 of it ever presented to the carrier, and a limitations period that does not close until May 23, 2027. The May 14, 2026 petition swore that the failure to pay \$2,670.86 was willful. *Bearden v. Georgia*, 461 U.S. 660, 672–73 (1983), governs what a court must find before that failure may be converted into imprisonment.

THE DOCKET, AS ARITHMETIC

Every figure below is drawn from a certified circuit-court record in No. 23 CF 1146 or from a document produced with this letter. None is estimated.

The docket of No. 23 CF 1146	Figure
Date of loss to date of this letter	1,532 days
Indictment (June 14, 2023) to disposition (Sept. 8, 2025)	817 days
Court settings of record ("Event Result" entries)	29
Of those, entered as "Heard and Continued"	12
Orders continuing pretrial release	18
Trial settings of record	0
Days of pretrial supervision before plea	516
Witnesses disclosed by the State across two disclosures	35
Of those, medical professionals named	17
Of those, witnesses who testified	0
Witnesses disclosed by the defense	2
Counts charged in the indictment	2
Counts resolved by <i>nolle prosequi</i> on the State's motion	1
Verified petition of Sept. 20, 2024 — days to withdrawal	39
Restitution entered on the principal property loss (Financial Sentencing Order ¶ 7(a))	\$0.00
Paid by Allstate on Claim No. 0670868884 before sentencing	\$16,557.00
Property-damage limits under Policy No. 802 748 890 (Ex. I)	\$100,000.00
Restitution ordered to O'Brien Landscape	\$2,670.86
Amount of that claim ever presented to the insurer (Ex. I)	\$0.00



The docket of No. 23 CF 1146	Figure
Civil limitations period on the property loss expires (Ex. I)	May 23, 2027
Probation arrears per the County's own AOIC form of Nov. 10, 2025	\$100.00
Petitions to revoke personally verified under 735 ILCS 5/1-109, by two prosecutors	2

I. WHAT THE STATE'S ATTORNEY'S POLICY REQUIRES

Exhibit H is the Lake County State's Attorney's 2022 Brady policy, published at lcsao.org. It classifies as disclosable Brady material, for government witnesses, "lack of candor with a court" and "specific instances of dishonesty or lack of candor." It defines disclosable bias to include "an interest in any litigation." It then commands:

BRADY POLICY, RULE 13

[When a prosecutor discovers that a witness lacks candor with the tribunal, possesses a bias as defined above, or otherwise engages in dishonest behavior in a professional setting, the prosecutor shall inform his or her supervisor who will take the information to the First Assistant for the witness's possible inclusion on the Brady list.]

Rule 1 requires the disclosure to be made to the defense without a defense motion:

BRADY POLICY, RULE 1

[Prosecutors shall as soon as possible disclose to the defense (defense counsel/pro se defendants) all Type 1 Brady material, including the fact that a witness is on a "Brady list" maintained by the office.]

And Rule 15(a) forecloses any division-by-division limitation on that duty:

BRADY POLICY, RULE 15(A)

[The State's Attorney's Office is one office, and the ethical obligations flow to all of us equally; no one shall view the Juvenile Division as separate or "walled off" for Brady purposes.]

Rule 14 requires any employee who observes non-compliance to report it. The policy states its own consequence: "It is the policy of this office to fully comply with all Brady obligations under the applicable law and ethical obligations. Failure to comply with these 15 rules below will result in discipline up to termination."

The policy reproduces Illinois Rule of Professional Conduct 3.8(d) in full: "Prosecutors shall make timely disclosure to the defense of all evidence or information known to the prosecutor that tends to negate the guilt of the accused or mitigates the offense, and, in connection with sentencing, disclose to the defense and to the tribunal all unprivileged mitigating information known to the prosecutor, except when the prosecutor is relieved of this responsibility by a protective order of the tribunal." It reproduces Illinois Supreme Court Rule 412(c): "the State shall disclose to defense counsel any material or information within its possession or control which tends to negate the guilt of the accused as to the offense charged or which would tend to reduce his punishment therefor." And at Rule 10 it quotes *Kyles v. Whitley*, 514 U.S. 419, 437 (1995): "the individual prosecutor has a duty to learn of any favorable evidence known to the others acting on the government's behalf in the case, including the police."

The policy is written throughout about police officers and expert witnesses. It has no provision for the case where the witness is the Assistant State's Attorney who verified the petition. In a revocation proceeding that prosecutor is the affiant.



II. EXHIBIT I NAMES THIS OFFICE

Allstate's July 20, 2026 filing with the Illinois Department of Insurance states that its retained counsel attempted to reach "the State's Attorney and the public defender" to pay the \$2,670.86 on which the revocation petition rests, and that "no one will respond or cooperate." That sentence is quoted in full above and the page ships as Exhibit I.

Request 6 below asks the Office to search for the contact. Whatever the search returns is useful to this office: a record of the contact answers the insurer, and the absence of one is a fact the Office is better served learning from this letter than from a filing.

The Office's knowledge of this matter dates from **June 16, 2026**. At 7:52 p.m. that evening Assistant Public Defender Bailey C. Russell wrote to the sender, copying you at GTicsay@lakecountyil.gov. *Exhibit K*.

BAILEY C. RUSSELL TO THE SENDER, COPY TO GREGORY C. TICSAY, JUNE 16, 2026

[We are correct in our assertion that you have not been represented by the Lake County Public Defender's office since October 6, 2025. This was confirmed today in court by the Judge.]

Exhibit J is dated the same day: a written demand naming the O'Brien Landscape loss and the figure \$2,670.86, copied to the Lake County State's Attorney at its designated inbox. Whether this Office represented the sender on that date does not bear on any of the six requests below, none of which concerns him.

III. WHAT THIS MEANS FOR MATTERS THAT ARE NOT THIS ONE

Exhibit B is a disclosure of seventeen named physicians and surgeons in a single-vehicle traffic prosecution that was resolved by plea without one of them being called. Exhibit C is the defense answer in the same matter: two witnesses, no experts, no physical evidence. Whether that is a pattern is answerable only from records your office and the State's Attorney hold, and the requests below are the shortest route to the answer.

IV. REQUESTS

Each is directed at your office's own clients' interests, present and future, and none turns on the sender's case.

- 1 Confirm whether the Office of the Public Defender has ever received a disclosure from the State's Attorney's Office, under Rule 1, Rule 3, or Rule 13 of that policy, concerning Nicholas Shepherd or Francis P. DeRosa.
- 2 Confirm whether the Office has ever received a disclosure concerning any Assistant State's Attorney, as distinct from a police officer or an expert witness, under that policy or its predecessor.
- 3 Serve a written demand under Illinois Supreme Court Rule 412(c) and Rule 415(b), in each open matter in which either attorney appears, for any Rule 13 report, First Assistant referral, or Brady-list consideration concerning that attorney.
- 4 Identify, from the office's own case-management records, the matters in the period January 1, 2019 through the date of this request in which either attorney appeared opposite this office and in which a petition to revoke probation or pre-trial release was verified under 735 ILCS 5/1-109.
- 5 Preserve this letter and its exhibits in a form retrievable by attorney name, so that an Assistant Public Defender assigned a matter in which either attorney appears can locate it.
- 6 Search the Office's records for any contact, in any form, from counsel retained by Allstate Fire and Casualty Insurance Company concerning Claim No. 0670868884 or the \$2,670.86 restitution to O'Brien Landscape, and state whether one was received and whether it was answered.

V. STANDING TO RAISE IT



Nothing here asks your office to act for the sender, and no answer to any of the six requests turns on his case. Exhibits A through G are circuit-court records and a probation officer's written adjudication. Exhibit H the State's Attorney published himself. Exhibit I is a regulated insurer's filing with its regulator. They are transmitted because your office represents the defendants to whom that policy says a disclosure is owed.

WRITTEN RESPONSE REQUESTED BY

5:00 p.m. Friday, August 7, 2026. A response stating that the Office declines to answer any or all of the six requests is a sufficient response and will be treated as one. A response that does not address a numbered request is recorded as a non-response to that request. The next circuit court date in No. 23 CF 1146 is August 6, 2026.

Respectfully and without waiver of any right or remedy,

/s/ Ehab Allababidi

EHAB ALLABABIDI | *Pro Se*

8516 W. Winona St., Chicago, IL 60656

(773) 920-0030 | defcon5ready@gmail.com

ADDRESSED TO THE ADMINISTRATIVE OFFICE; THE QUESTION IS NOT ABOUT ONE
APPEAL

WRITTEN RESPONSE REQUESTED

Transmittal of Prosecutorial-Conduct Material and Inquiry as to Indexing

James E. Chadd, State Appellate DefenderOffice of the State Appellate Defender · 400 West Monroe Street, Suite 202, Springfield, Illinois 62704
(217) 782-7203 · James.Chadd@osad.state.il.us · OSAD@osad.state.il.us**COPY:** Second Judicial District · One Douglas Avenue, Second Floor, Elgin, Illinois 60120 · 2ndDistrict@osad.state.il.us**TRANSMITTAL****ASA Nicholas Shepherd and ASA Francis P. DeRosa — Nineteenth Judicial Circuit**

Two petitions verified under 735 ILCS 5/1-109 in one prosecution, nineteen months apart · the Office's published 2022 Brady policy, Rules 1, 13, 14, and 15(a) · Exhibits A–H

Mr. Chadd:

The Lake County State's Attorney's Office publishes a written Brady policy that requires disclosure when "a witness lacks candor with the tribunal," and that forbids treating any part of the Office as "walled off" from that duty. The policy is written about police officers and expert witnesses. This letter transmits records concerning two Assistant State's Attorneys who personally verified petitions under 735 ILCS 5/1-109 in the same prosecution, nineteen months apart.

THE ASK, IN FOUR LINES

1. Does OSAD maintain any index of prosecutorial-conduct material usable across cases? **2.** If so, index this letter and Exhibits A through K. **3.** If not, state the channel by which such material should be sent. **4.** Response by 5:00 p.m. Wednesday, August 12, 2026. This letter concerns no pending appeal and asks nothing about one.

THE TWO VERIFIED PETITIONS

Two Assistant State's Attorneys personally verified petitions in Lake County No. 23 CF 1146 under 735 ILCS 5/1-109, nineteen months apart. The first:

- 1 September 20, 2024.** ASA Francis P. DeRosa personally verified a "People's Verified Petition to Revoke Pre-Trial Release" in No. 23 CF 1146 and attested to its statements as true and correct. It was withdrawn on the State's own motion thirty-nine days later. *Exhibit A.*
- 2 June 12 and August 12, 2024.** DeRosa moved for reciprocal discovery, obtained an order compelling the defense to disclose defenses and witnesses within fourteen days, and then filed a Supplemental Disclosure adding seventeen medical professionals by name — Scott Miller, MD; Mark Oquist-Cardenas, MD; David Foosaner, MD; Kristin Vercillo, MD; Stephen Amesbury, MD; Megan Stock, MD; John Brunetti, DMD; Beth Ginsburg, MD; Rami Taha, MD; Marcus Talerico, MD; Stephen Clark, MD; Holly Loud, DO; Christopher Coury, MD; David Zartaisky, MD; Shayle Patzik, MD; Shabirusain Abadin, MD; Maher Nahlawi, MD — and reserved the right to call "any other person mentioned in the reports." Thirty-five disclosed witnesses across two disclosures. *Exhibit B.*
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Exhibit J is that demand. June 16, 2026, 5:43 p.m., addressed to Allstate Claims and the Allstate Executive Office, copied to the Allstate Special Investigations Unit, the Illinois Department of Insurance, the Clerk of the Circuit Court, and **the Lake County State’s Attorney at statesattorney@lakecountyil.gov** — the address the circuit court designated. A seven-page demand went by facsimile to Allstate Claims and Subrogation at (866) 447-4293 the same day. It states:

DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[Allstate has already paid \$16,557.00 to Sentry Insurance for the James W. Smith Printing property-damage subrogation on this exact claim and accident. A second property loss from the SAME collision — O’Brien Landscape, \$2,670.86 — was never tendered to Allstate. Instead, the Lake County State’s Attorney obtained a restitution order against me for that amount and then swore, in a Petition for Revocation, that I ‘willfully failed’ to pay it — without disclosing to the court that an active Allstate policy covers the loss.]

And it asks, in terms:



DEMAND TO ALLSTATE, JUNE 16, 2026 — EXHIBIT J

[I request that Allstate, within a reasonable time: (1) open a claims/subrogation review of the O'Brien Landscape loss under this claim; (2) preserve the entire claim file...]

Allstate replied at 5:46 p.m. — three minutes later. The reply is automated and the reason it gives is a file format:

ALLSTATE TO THE SENDER, JUNE 16, 2026, 5:46 P.M. — EXHIBIT J

[Sorry, we can't route your message. Thank you for contacting us. We are unable to deliver your message, because it contains an attachment in a file format not supported by our system.]

Exhibit J therefore fixes two dates. The O'Brien loss and the figure \$2,670.86 were put to Allstate in writing on **June 16, 2026**, thirty-four days before the insurer told its regulator it had received no such demand. And the Lake County State's Attorney's Office received written notice, at its designated inbox on the same date, that an active policy with \$100,000 in property-damage limits covered the loss underlying the nonpayment ground of the pending petition. That was forty-seven days before the date of this letter. The petition has not been withdrawn.

The arithmetic of that ground is therefore fixed by the insurer's own filing: \$100,000.00 in limits available, \$2,670.86 sought by the State, \$0.00 of it ever presented to the carrier, and a limitations period that does not close until May 23, 2027. The May 14, 2026 petition swore that the failure to pay \$2,670.86 was willful. *Bearden v. Georgia*, 461 U.S. 660, 672–73 (1983), governs what a court must find before that failure may be converted into imprisonment.

THE DOCKET, AS ARITHMETIC

Every figure below is drawn from a certified circuit-court record in No. 23 CF 1146 or from a document produced with this letter. None is estimated.

The docket of No. 23 CF 1146	Figure
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Of those, entered as "Heard and Continued"	12
Orders continuing pretrial release	18
Trial settings of record	0
Days of pretrial supervision before plea	516
Witnesses disclosed by the State across two disclosures	35
Of those, medical professionals named	17
Of those, witnesses who testified	0
Witnesses disclosed by the defense	2
Counts charged in the indictment	2
Counts resolved by <i>nolle prosequi</i> on the State's motion	1
Verified petition of Sept. 20, 2024 — days to withdrawal	39
Restitution entered on the principal property loss (Financial Sentencing Order ¶ 7(a))	\$0.00
Paid by Allstate on Claim No. 0670868884 before sentencing	\$16,557.00



The docket of No. 23 CF 1146	Figure
Property-damage limits under Policy No. 802 748 890 (Ex. I)	\$100,000.00
Restitution ordered to O'Brien Landscape	\$2,670.86
Amount of that claim ever presented to the insurer (Ex. I)	\$0.00
Civil limitations period on the property loss expires (Ex. I)	May 23, 2027
Probation arrears per the County's own AOIC form of Nov. 10, 2025	\$100.00
Petitions to revoke personally verified under 735 ILCS 5/1-109, by two prosecutors	2

I. THE POLICY, AND THE GAP IN IT

BRADY POLICY, RULE 13

[When a prosecutor discovers that a witness lacks candor with the tribunal, possesses a bias as defined above, or otherwise engages in dishonest behavior in a professional setting, the prosecutor shall inform his or her supervisor who will take the information to the First Assistant for the witness's possible inclusion on the Brady list.]

BRADY POLICY, RULE 15(A)

[The State's Attorney's Office is one office, and the ethical obligations flow to all of us equally; no one shall view the Juvenile Division as separate or "walled off" for Brady purposes.]

The policy classifies “lack of candor with a court” and “specific instances of dishonesty or lack of candor” as Brady material for government witnesses, and defines disclosable bias to include “an interest in any litigation.” It commits the Office to act on a pattern “separate from or even despite a disciplinary determination” in the subject’s favor. It contains no provision for the case where the witness is the verifying Assistant State’s Attorney. At Rule 10 it quotes *Kyles v. Whitley*, 514 U.S. 419, 437 (1995): “the individual prosecutor has a duty to learn of any favorable evidence known to the others acting on the government’s behalf in the case, including the police.”

II. REQUESTS

- 1 Advise whether the Office of the State Appellate Defender maintains, in any district, a repository or index of prosecutorial-conduct material usable by appellate counsel across cases, and if so how material is submitted to it.
- 2 If such a repository exists, index this letter and Exhibits A through H under the names of the two attorneys.
- 3 If no such repository exists, advise whether the Office wishes to receive material of this kind and by what channel.
- 4 Advise whether the Office has previously received, from any source, material concerning either attorney.

The sender is the appellant in No. 2-26-0352 (2d Dist.), in which this Office was appointed on July 31, 2026. This letter concerns neither that appeal nor its conduct, and asks nothing about it. It is addressed to the administrative office because the question in it is not about one appeal.

WRITTEN RESPONSE REQUESTED BY

5:00 p.m. Wednesday, August 12, 2026. A response identifying the correct channel, or stating that the Office maintains no such repository, is a complete answer. Copy: Second Judicial District, 2ndDistrict@osad.state.il.us.



Respectfully and without waiver of any right or remedy,

/s/ Ehab Allababidi

EHAB ALLABABIDI | *Pro Se*

8516 W. Winona St., Chicago, IL 60656

(773) 920-0030 | defcon5ready@gmail.com



COMPILED INFORMATION ALREADY CARRIED IN THE CASE-MANAGEMENT SYSTEM

WRITTEN RESPONSE REQUESTED BY 5:00 P.M.
WEDNESDAY, AUGUST 12, 2026

Request for Compiled Court Information Under Local Rule 1-3.07(C)

Erin Cartwright Weinstein, Clerk of the Circuit Court
Nineteenth Judicial Circuit · 18 North County Street, Waukegan, Illinois 60085
(847) 377-3380 · fax (847) 360-6409 · CircuitClerk@lakecountyil.gov

RECORDS REQUEST

Compiled case information by attorney of record and by assigned judge, January 1, 2019 through the date of this request

Two petitions verified under 735 ILCS 5/1-109 in one prosecution, nineteen months apart · the Office's published 2022 Brady policy, Rules 1, 13, 14, and 15(a) · Exhibits A–H

Clerk Weinstein:

Every figure in the table below was generated by this office. This is a request under Local Rule 1-3.07(C) of the Nineteenth Judicial Circuit for compiled information already maintained in the Clerk's electronic case-management system, and, in the alternative, a request that the Clerk identify in writing the procedure by which such a request is granted.

THE ASK, IN FOUR LINES

1. A report on three fields the case-management system already carries — two attorneys of record and one assigned judge, Part I. 2. Produce it under Part III of the Local Rules, *or* name the judge before whom a motion is presented, *or* identify the governing law. 3. No case files, no images, no sealed matter. 4. Response by 5:00 p.m. Wednesday, August 12, 2026.

THE TWO VERIFIED PETITIONS

Two Assistant State's Attorneys personally verified petitions in Lake County No. 23 CF 1146 under 735 ILCS 5/1-109, nineteen months apart. The first:

- September 20, 2024.** ASA Francis P. DeRosa personally verified a "People's Verified Petition to Revoke Pre-Trial Release" in No. 23 CF 1146 and attested to its statements as true and correct. It was withdrawn on the State's own motion thirty-nine days later. *Exhibit A.*
- June 12 and August 12, 2024.** DeRosa moved for reciprocal discovery, obtained an order compelling the defense to disclose defenses and witnesses within fourteen days, and then filed a Supplemental Disclosure adding seventeen medical professionals by name — Scott Miller, MD; Mark Oquist-Cardenas, MD; David Foosaner, MD; Kristin Vercillo, MD; Stephen Amesbury, MD; Megan Stock, MD; John Brunetti, DMD; Beth Ginsburg, MD; Rami Taha, MD; Marcus Talerico, MD; Stephen Clark, MD; Holly Loud, DO; Christopher Coury, MD; David Zartaisky, MD; Shayle Patzik, MD; Shabirusain Abadin, MD; Maher Nahlawi, MD — and reserved the right to call "any other person mentioned in the reports." Thirty-five disclosed witnesses across two disclosures. *Exhibit B.*
- March 25, 2025.** The defense answer disclosed no criminal history, no expert witnesses, no physical evidence, and two witnesses. *Exhibit C.* The prosecution continued another five and a half months.



- 4 **September 8, 2025.** Not one of the thirty-five disclosed witnesses testified. Count 2 (aggravated speeding, 625 ILCS 5/11-601.5), charged in the June 14, 2023 indictment, was resolved by *nolle prosequi* on the State’s own motion. The matter was resolved by negotiated plea.

The second, in the same case:

- 1 **May 14, 2026.** ASA Nicholas Shepherd personally verified a Petition for Revocation of Probation. *Exhibit D.* Its first ground is a positive amphetamine screen.
- 2 **December 10, 2025 — five months before that petition was sworn.** Cook County probation officer Adison Weeks wrote, at 12:37 p.m.: “I know you are still being prescribed it... Your drug test results were positive for amphetamine, but it is all negative in my eyes because I know you are still taking the Adderall.” *Exhibit E.* Sentencing condition 4 bars prescription medication of *another*; the petition omits those two words.
- 3 **The nonpayment ground.** The September 8, 2025 Financial Sentencing Order, paragraph 7(a) (“Restitution”), is blank. *Exhibit F.* The separate Restitution Order’s \$2,670.86 is not payable in full until ninety days before termination of probation — December 8, 2027. The petition swore willful nonpayment nineteen months before the obligation matured. Allstate had already paid \$16,557.00 on Claim No. 0670868884 for the same collision before sentencing.
- 4 **The failure-to-report counts.** They name Lake County. Supervision transferred to Cook County effective October 1, 2025, on the county’s own AOIC form filed November 10, 2025, which recorded arrears of \$100.00. The petition does not disclose the transfer.
- 5 **Two contradictions on the face of the petition.** Paragraph 2.D recites twenty public-service hours per month; sentencing condition 19 requires twelve. The petition dates the screen November 10, 2025; the April 8, 2026 probation memorandum dates it November 20, 2025.
- 6 **May 28, 2026.** The minutes of the “Arraignment On Petition To Revoke” record no defendant present and no defense counsel present. Disposition: “Case Called / Issue Warrant.” *Exhibit G.* The warrant recites a technical violation and orders the defendant held in custody, against 730 ILCS 5/5-6-4(b).

THE VERIFICATION STATUTE

Both petitions were certified under 735 ILCS 5/1-109. The section defines what that certification is:

735 ILCS 5/1-109

[Unless otherwise expressly provided by rule of the Supreme Court, whenever in this Code any complaint, petition, answer, reply, bill of particulars, answer to interrogatories, affidavit, return or proof of service, or other document or pleading filed in any court of this State is required or permitted to be verified, or made, sworn to or verified under oath, such requirement or permission is hereby defined to include a certification of such pleading, affidavit or other document under penalty of perjury as provided in this Section.]

And it states its own consequence:

735 ILCS 5/1-109

[Any person who makes a false statement, material to the issue or point in question, which he does not believe to be true, in any pleading, affidavit or other document certified by such person in accordance with this Section shall be guilty of a Class 3 felony.]

The statute is reproduced because it supplies the standard, not because this letter applies it. What the records establish is what was sworn and what the same offices’ documents say. The clause “which he does not believe to be true” is an element no document attached here addresses, and no statement in this letter supplies it.



THE INSURER'S WRITTEN STATEMENT TO ITS REGULATOR

The nonpayment ground of the May 14, 2026 petition is \$2,670.86 to O'Brien Landscape. On July 20, 2026, Allstate Fire and Casualty Insurance Company answered a complaint before the Illinois Department of Insurance, File No. 01124092, over the signature of Lourdes Krayser, Delivery Senior Manager. *Exhibit I*. Four of its statements bear on that ground.

First — the money was there.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[At the time of the loss, the vehicle operated by Mr. Allababidi was covered by Allstate Policy No. 802 748 890, which carried \$100,000 in property damage limits.]

Second — coverage was never denied and liability was never disputed.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate opened the claim under 0670868884. Allstate did not deny coverage to anyone. In fact, as pointed out by claimant/insured, Allstate paid out the one property claim that was pressed by Sentry Insurance in the sum of \$16,557.00. No other claims to date were presented by any persons, individuals, or insurance companies for alleged property damage.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Because the date of loss is May 23, 2022, any party seeking recovery for property damage would have 5 years to file suit. At the time of this IDOI complaint, no suits are pending and the SOL does not expire until May 23, 2027. If suits were filed, Allstate would have defended and indemnified the insured (Mr. Allababidi), and possibly even tried to settle. ... Allstate did not dispute civil liability and it was a question of who was pressing recovery claims. No claims were ever pressed.]

Third — the claim underlying the revocation was never presented to the insurer.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Certainly at no time was Allstate presented with any property damage loss of O'Brien Landscape, an entity to whom restitution was awarded by the State, in the sum of \$2,670.86.]

Fourth — the insurer retained counsel to pay it, and could not get an answer.

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate retained defense counsel upon receipt of the DOI Complaint to see if counsel could reach out to the State's Attorney and the public defender to resolve this for Mr. Allababidi, but no one will respond or cooperate.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate is not unwilling still to take care of this payment if it can, even though this is not a civil judgment. Again, Allstate's counsel has not been able to reach the State's Attorney to see if it could even pay this and make this right before this IDOI response was due. Allstate has not been able to reach the judgment creditor (O'Brien Landscape) either.]



ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[Allstate knows nothing at this time about any of this and cannot obtain any information from any of the attorneys.]

The letter devotes a titled section — Part E, “Allstate’s Practice and Procedures as to Restitution” — to what ordinarily happens in a matter of this kind, and twice states that this matter departed from it:

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[It is not unprecedented for the People and Allstate (through its defense counsel) to get together to see if perhaps insurance payment could resolve this controversy. That is not what happened here.]

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[In the past when claimants or their criminal lawyer asked Allstate to pay the restitution, Allstate was at least aware of same. It was not aware here. This IDOI Complaint is the first notice of any such demand for payment.]

And it closes:

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[We appreciate the opportunity to clarify our position and are willing to assist the insured in making this right. ... Allstate would help Mr. Allababidi if it could with complete transparency to the States’ Attorney’s Office and O’Brien Landscaping if presented with an opportunity to pay and make this right.]

THE DEMAND ALLSTATE STATES WAS NEVER MADE

The same filing contains one further statement, and it is the reason Exhibit J is produced:

ALLSTATE TO THE ILLINOIS DEPARTMENT OF INSURANCE, JULY 20, 2026

[This IDOI Complaint is Allstate’s first notice of Mr. Allababidi’s plea deal and this restitution judgment. ... Surely, Allstate cannot be faulted for paying something it never was asked to pay, by the State’s Attorney, by Mr. Allababidi or anyone in his behalf, or by O’Brien Landscape.]

Exhibit J is that demand. June 16, 2026, 5:43 p.m., addressed to Allstate Claims and the Allstate Executive Office, copied to the Allstate Special Investigations Unit, the Illinois Department of Insurance, the Clerk of the Circuit Court, and **the Lake County State’s Attorney at statesattorney@lakecountyil.gov** — the address the circuit court designated. A seven-page demand went by facsimile to Allstate Claims and Subrogation at (866) 447-4293 the same day. It states:

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[I request that Allstate, within a reasonable time: (1) open a claims/subrogation review of the O'Brien Landscape loss under this claim; (2) preserve the entire claim file...]

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Probation arrears per the County's own AOIC form of Nov. 10, 2025	\$100.00
Petitions to revoke personally verified under 735 ILCS 5/1-109, by two prosecutors	2

I. WHAT IS REQUESTED

For the period January 1, 2019 through the date of this request, a report drawn from fields the case-management system already carries, in electronic format:

- 1 Each criminal matter in which **Nicholas Shepherd** is recorded as an attorney of record for the People — case number, filing date, charge class, disposition, and disposition date.
- 2 Each criminal matter in which **Francis P. DeRosa** is recorded as an attorney of record for the People — the same fields.
- 3 Each criminal matter assigned to **the Hon. Christopher R. Stride** — case number, filing date, charge class, disposition, and disposition date.
- 4 For each matter in items 1 through 3, the count of continuance entries and the count of trial settings, if the system carries either as a field or event code.

No case files, documents, or images are requested. No sealed, expunged, impounded, or juvenile record is requested. If the system carries a field indicating sealed or expunged status, exclude those rows and state the count excluded.

II. THE AUTHORITY, AND THE ALTERNATIVE

Local Rule 1-3.07(C) provides that dissemination of compiled information in electronic form is not permitted “except where explicitly provided for in Part III of these Rules, Court Order, or other law.” Part III establishes the Enhanced Remote Electronic Access Program under Local Rules 1-3.09 through 1-3.13, by subscriber agreement with the Clerk.

This request is therefore made in three alternatives, and a written answer to any one of them is a complete response:

- 1 Produce the report under Part III. If a Subscriber Agreement is required, transmit it and state the fee. If the fee schedule admits of a waiver, identify the provision.
- 2 If the Clerk’s position is that a Court Order is required under Local Rule 1-3.07(C), state that in writing and identify the judge or division before whom such a motion is presented, so that it may be presented there.
- 3 If the Clerk’s position is that “other law” governs, identify the law.

The Clerk is the keeper of the records of the court. 705 ILCS 105/16. This request seeks no record that is not already public and no field the case-management system does not already carry.

III. PURPOSE STATED ON THE FACE OF THE REQUEST

The Lake County State’s Attorney’s Office publishes a Brady policy requiring disclosure when a government witness “lacks candor with the tribunal,” and forbidding any division of the Office from being treated as “walled off” from that duty. Exhibit H is that policy. Exhibits A through G are the two verified petitions and the records bearing on their sworn contents. The report requested identifies the matters in which those attorneys appeared. The purpose



is stated so that the Clerk need not infer it.

WRITTEN RESPONSE REQUESTED BY

5:00 p.m. Wednesday, August 12, 2026. A response identifying which of the three alternatives the Clerk's office applies is a complete response. Produce in electronic format to the address below; no paper production is requested.

Respectfully and without waiver of any right or remedy,

/s/ Ehab Allababidi

EHAB ALLABABIDI | *Pro Se*

8516 W. Winona St., Chicago, IL 60656

(773) 920-0030 | defcon5ready@gmail.com