



TRANSMITTED TO THE OFFICE THAT REPRESENTS THE DEFENDANTS THE POLICY PROTECTS

WRITTEN 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 It was withdrawn on the State's own motion thirty-nine days later.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.*
- 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
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@lakecountyl.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