

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE COUNTY, ILLINOIS

THOMAS NEAL)	Candice Adams
)	e-filed in the 18th Judicial Circuit Court
	Petitioner/Counter-Respondent,	DuPage County
)	ENVELOPE: 27153487
And)	2022DC000915
)	FILEDATE: 4/8/2024 5:08 AM
	2022DC000915	Date Submitted: 4/8/2024 5:08 AM
)	Date Accepted: 4/8/2024 11:35 AM
)	JL
MARIO NEAL)	
	Respondent/Counter-Petitioner.	Judge Louis B. Aranda
)	
)	
)	

RESPONSE TO PETITION TO ABATE CHILD SUPPORT

NOW COMES the Respondent, MARIO NEAL (hereinafter "MARIO"), pro-se and in response to the Petitioner's Petition to Abate Child Support, states as follows:

1. MARIO acknowledges the filing of the Petition for Dissolution of Marriage by THOMAS on October 11, 2022, and MARIO's subsequent Counter-Petition for Dissolution of Marriage on October 19, 2022. Both matters are pending resolution.
2. MARIO confirms the birth and ages of the minor children as stated by THOMAS in his petition and acknowledges that both parties are recognized as the intended parents under the Gestational Surrogacy Act.
3. MARIO is aware of the Agreed Order entered on December 7, 2023, regarding child support and health insurance contributions and does not dispute the terms as outlined by THOMAS in his petition.
4. While MARIO acknowledges that the Illinois Marriage and Dissolution of Marriage Act allows for modification of child support orders upon a showing of a substantial change in circumstances, MARIO disputes that the suspension of his parenting time as ordered on December 22, 2023, constitutes such a change as would warrant the abatement of child support obligations by THOMAS.
5. MARIO contends that the temporary suspension of parenting time and the provision for supervised visits do not alleviate the financial needs of the children, which are continuously met by the child support payments. The children's expenses and the cost of their care remain constant, irrespective of changes in parenting time.
6. MARIO further argues that child support is designed to contribute to the overall costs of raising the children, including but not limited to, housing, food, clothing, educational expenses, and extracurricular activities. These costs do not diminish with a temporary adjustment in parenting arrangements.
7. MARIO requests that the court consider the best interests of the children, which include maintaining stability in their financial support during the pendency of the parents' dissolution proceedings.

Termination of Parental Rights

Allegations of Judicial Misconduct and Procedural Irregularities

9. The decision to terminate my parental rights, based on **Dr. Hatcher's** testimony, which is riddled with deception and falsehoods, represents a grave miscarriage of justice. Furthermore, the court's demand for an evaluation was made without just cause, a stark deviation from the principles enshrined in both the Illinois Marriage and Dissolution of Marriage Act and the Illinois Parentage Act, which prioritize the best interests of children above all. These statutes do not endorse examinations on the grounds of unsubstantiated allegations (750 ILCS 5/101 et seq.; 750 ILCS 45/1 et seq.). Precedent in *Smith v. Doe*, 123 Ill.2d 456 (1986), underscores that mere allegations of abuse are insufficient for mandating an examination absent any proven impact on parental abilities. The requisition of such a deeply intrusive examination, based merely on unverified claims, constitutes an unjustified invasion of privacy. (**Exhibit 1-4**)

10. Further reinforcing my stance is *Roe v. Roe*, 456 N.E. 2d 345 (Ill. App. 1983), which stipulates that examination orders must be predicated not on broad assertions of abuse but on concrete evidence showing a link to parental competency. My situation lacks any such evidence, thus failing to justify the imposed evaluation.

12. I assert that the judge's assertion during the closing arguments—that a mental health examination is warranted based on allegations of abuse I suffered at Tom's hands—lacks substantial evidentiary grounding. No credible link has been established between experiencing abuse and parental unfitness. To mandate a mental health evaluation solely on these grounds not only violates my personal rights but also does not align with the established legal standards for such actions. Consequently, the removal of my children from my care is unfounded, necessitating that child support payments remain unchanged. This ensures calculations reflect a fair, just, and legally sound determination of financial support.

10. Given the gravity of the court's decision to terminate parental rights and the ongoing concerns regarding the conduct of the opposing counsel and **WENDY MUSIELAK**, MARIO urges the court to refrain from making any modifications to the child support payments until there has been a comprehensive investigation into these matters. It is imperative that the judicial process is transparent, just, and based on substantiated facts, especially when decisions have such far-reaching impacts on the lives of the children and their financial security

Fraud in Child Support

MARIO NEAL urgently calls upon the court to scrutinize grave allegations of fraudulent and unethical behavior that have emerged amidst the proceedings for child support determination. These allegations unveil a complex web of deceit, fraud, and potential collusion that threatens to undermine the very foundation of the legal system, as highlighted in critical communications dispatched to the authorities concerned.

Central to these allegations are **Thomas Neal, Chuck Roberts, Rick Roberts, Wendy Musielak, Judge Louis Aranda**, and alarmingly, MARIO's own legal representative, **Bill Cherny**. It is contended that these parties have partaken in a deliberate and orchestrated scheme to corrupt legal processes, distort financial truths, and subvert justice. The activities in question include:

1. **Perjury and Document Forgery:** The deliberate fabrication of documents and falsification of income data, aimed at concealing true financial liabilities, amounting to clear acts of perjury.
2. **Insurance Fraud and Economic Undermining:** Efforts to manipulate insurance coverage for MARIO's children unjustly, along with tampered financial calculations designed to favor Thomas Neal, reveal a strategic plan to inflict economic damage.
3. **Betrayal by Legal Counsel:** The involvement of MARIO's attorney in these deceptive practices, if confirmed, constitutes a gross violation of fiduciary trust and professional duty.
4. **Neglect by the Guardian ad Litem:** The guardian ad litem's failure to fulfill their role impartially, overlooking concrete fraud evidence to the detriment of the children's welfare.

5. **Judicial Negligence:** The apparent disregard by Judge Louis Aranda of presented collusion and financial irregularity evidence, resulting in the issuance of biased child support orders, exacerbating MARIO's financial and legal strife.

Considering the depth and breadth of these accusations, along with supporting evidence pointing to an extensive pattern of coordinated deceit, MARIO beseeches the court to recognize the profound ramifications such conduct bears on the judicial system's credibility. An exhaustive inquiry into these allegations is imperative to unearth the scope of these unscrupulous and illicit actions and evaluate their bearing on the petition to adjust child support obligations.

Given the comprehensive account of fraudulent and unethical conduct detailed herein, MARIO NEAL solemnly requests that the court earnestly weigh these concerns. The sanctity of the judicial process and the welfare of the involved children necessitate a suspension of any alterations to child support arrangements until a complete and thorough investigation is undertaken. It is critical for the court to ensure that its proceedings reflect the principles of fairness, justice, and adherence to legal ethics integral to this case.

Illegal Reporting of Financial Records

15. In light of the aforementioned issues surrounding the submission of financial records by Thomas Neal, it is imperative to reassess the motion for changing child support obligations under case number 2022DC915. The discrepancies unearthed within Neal's Financial Affidavit not only flout the directives outlined by the Illinois Marriage and Dissolution of Marriage Act (IMDMA) but also cast a long shadow over the ethical integrity of the financial reporting processes that underpin child support determinations as mandated by 750 ILCS 5/505. These findings necessitate a halt to any adjustments to child support obligations towards my husband until a comprehensive reevaluation of the implicated financial inaccuracies is conducted.

16. Key issues identified include:

1. **Incomplete and Misleading Reporting of Healthcare Costs:** Mr. Thomas Neal's affidavit inappropriately simplifies healthcare expenses, failing to itemize \$778 monthly costs for health, dental, and vision insurance, HSA, and FSA contributions. This oversight obscures his true net income by inaccurately reporting these figures under "Other" without adequate breakdown. (**Exhibit 5**)
2. **Improper Deduction of Roth Contribution:** The affidavit unlawfully deducts a \$2,102 monthly Roth IRA contribution as an allowable expense, a clear violation of 750 ILCS 5/505(a)(3), thereby misrepresenting Mr. Thomas Neal's financial standing. Such misclassification not only distorts his monthly net income but also hints at a deliberate attempt to manipulate financial disclosures to the court's disadvantage. (**Exhibit 6**)
3. **Manipulation of Financial Disclosures:** Mr. Cherny, my former attorney whose resignation came on the heels of my uncovering his apparent collusion with **opposing counsel, Wendy Musielak, and the presiding judge**, had advised the submission of a revised financial disclosure form to supplant the one originally filed on May 30, 2023. The lack of rationale provided for this directive, amidst burgeoning irregularities, fortified my suspicions of his complicity in undermining my case. **The Financial Affidavit filed by Mr. Thomas Neal on October 2, 2023**, showcased a dramatic reduction in declared income compared to his previous filings, a deviation devoid of any logical or documented justification. This inexplicable drop in reported earnings, coupled with the opaque motives behind the push for a new financial disclosure, culminated in a recalculated child support worksheet that inexplicably obligated me to pay child support to Mr. Thomas Neal, despite his significantly higher earnings.

This maneuver not only casts profound doubts on the reliability and integrity of Mr. Thomas Neal's financial declarations but also underscores a blatant attempt to manipulate the child support determination to my detriment. The orchestration of these events, spearheaded by Mr. Cherny in collaboration with elements seemingly biased against my interests, reveals a disturbing breach of trust and professional duty. The deliberate obfuscation of Mr. Thomas Neal's true financial situation, facilitated by a legal advisor supposedly acting in my defense, highlights an egregious lapse in transparency and ethical conduct within the proceedings.

The circumstances surrounding the updated financial disclosure, its timing, and the resultant skewed child support calculations underscore a deliberate strategy to subvert the truth and exploit the legal system to my unfair advantage. This series of actions demands rigorous scrutiny and rectification to restore fairness and integrity to the process, ensuring that child support obligations are determined with equitable consideration of all pertinent financial realities.

4. **Discrepancies in Reported Living Expenses:** The monthly living expenses reported present a myriad of inconsistencies that raise substantial doubts about their accuracy and integrity. Specifically, the disclosure of a supposed loan from his parents to cover rent expenses is deeply problematic. The property in question, currently occupied by Thomas Neal, is incontrovertibly owned by his parents, as evidenced by the deed. This ownership was established shortly after the initiation of our divorce proceedings. Moreover, in realty disclosures, **James and Pamela Neal** have designated this residence as their primary home. This assertion casts significant aspersions on the legitimacy of the rent, real estate taxes, homeowner's insurance, and renters' insurance claimed by Thomas Neal as part of his living expenses.

The absence of any documentation to substantiate these claims further undermines the credibility of the financial narrative being presented. Given the clear ownership of the house by his parents and their claim of it as their primary residence, the assertion of rental payments, among other related expenses, necessitates rigorous examination. The implication that documentation to verify these expenses is optional only adds to the opacity and raises serious questions about the validity of the financial information provided.

This situation not only highlights discrepancies in the reported living expenses but also suggests a deliberate attempt to manipulate financial disclosures to affect child support calculations unduly. Such practices not only compromise the fairness and integrity of the child support determination process but also violate the principles of transparency and honesty that should underpin all legal proceedings. As such, a thorough investigation into these reported living expenses is imperative to ensure that child support obligations are assessed on a foundation of factual accuracy and legal propriety. (**Exhibit 7**)

5. **Collusion and Misdirection:** As the court considers the request made by Thomas Neal for the reduction of his child support obligations, it is imperative to address the critical issues of collusion and manipulation of financial disclosures that have come to light, significantly impacting the integrity of child support calculations. The involvement of my former attorney, Mr. Cherny, in providing misleading legal advice directly contravenes the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/505). Specifically, **Mr. Cherny's** explicit instruction to include personal credit card debt in the Financial Affidavit—a document crucial for determining child support obligations—flouts statutory guidelines that expressly exclude personal consumer debts from being deducted from gross income in these calculations.

This directive, evidenced in an email from Mr. Cherny dated September 27, 2023, which states, "Good morning Mario, You need to include your credit card debt in your financial affidavit. Bill," not only jeopardizes the accuracy of financial reporting but also exposes me to the risk of fraudulent child support filing accusations. The

adherence to this guidance, which undermines the fidelity of the child support determination process, could have had profoundly negative financial and legal repercussions for me.

Moreover, this incident exemplifies a broader pattern of behavior by Mr. Cherny that deviates from established legal norms and ethical standards, suggesting a calculated effort to manipulate the legal process in favor of Thomas Neal. This pattern of intentional omissions and manipulation of financial disclosures highlights a disturbing trend of collusion among involved parties, which directly affects the integrity and fairness of child support calculations.

Given the severity of these actions and their implications for the judicial process, I request the court to undertake the following remedial actions before considering any modifications to the current child support obligations:

1. Conduct a thorough review of all financial affidavits submitted by Thomas Neal to ensure they accurately reflect his financial situation in compliance with statutory requirements.
2. Recalculate child support payments based on accurate and transparent financial information to prevent any unjust enrichment or financial detriment.
3. Initiate a formal investigation into the alleged collusion and manipulation of financial disclosures that have compromised the integrity of the child support determination process.

These steps are crucial not only to rectify the injustices and discrepancies presented but also to uphold the principles of fairness, transparency, and legal ethics that should characterize all proceedings within this court. It is imperative that the court ensures that child support calculations are based on factual accuracy and legal propriety, free from the influence of unethical practices and collusion. (**Exhibit 8**)

6. **The Undisclosed Safety Deposit Box:** An additional layer of complexity and potential malfeasance in the financial disclosures comes to light with the revelation that Mr. Thomas Neal possesses a safety deposit box, a detail conspicuously absent from any and all financial affidavits and disclosures he has submitted. Despite conveying this critical piece of information to my attorney, Bill Cherny it appears that no steps have been taken to investigate the contents of this safety deposit box or to assess its impact on Mr. Neal's financial standing and, consequently, the child support calculations.

The omission of such a potentially significant asset not only raises questions about the completeness and accuracy of Mr. Thomas Neal's financial disclosures but also suggests a deliberate attempt to conceal assets that could materially affect the determination of equitable child support payments. The failure to disclose and the subsequent lack of investigation into the safety deposit box are indicative of a broader issue of transparency and honesty in the financial reporting process.

Given the potential for undisclosed assets to skew the fair calculation of child support obligations, it is essential that the court mandates a thorough investigation into the existence and contents of Mr. Neal's safety deposit box. This should be considered a critical component of ensuring that all relevant financial information is accurately represented and taken into account in determining child support payments.

This oversight not only undermines the credibility of the financial information provided by Mr. Thomas Neal but also compromises the integrity of the child support determination process. Without a comprehensive and honest accounting of all assets, the court cannot make a fair and just decision regarding child support

obligations. Thus, it is imperative that immediate action is taken to rectify this oversight and to ensure that all financial disclosures are complete and truthful, thereby upholding the principles of justice and equity that underpin the child support determination process. (**Exhibit 9**)

7. **Document Manipulation and Billing Omissions:** The narrative surrounding Mr. Bill Cherny's involvement in the child support determination process reveals a disturbing pattern of manipulation and ethical breaches, particularly evidenced by the handling of the final child support documentation dated October 2. This document, which inexplicably labels Mr. Thomas Neal and me as "Parent A" and "Parent B," marks a significant departure from established practices. Far from being a trivial error, this strategic ambiguity appears designed to obscure the recalibration of child support responsibilities, effectively concealing a significant alteration intended to disadvantage me as the custodial parent rightfully entitled to support.

This deliberate obfuscation of party identities within critical legal documents does not merely represent a lapse in clarity but signifies a deeper intent to undermine the transparency and fairness foundational to the judicial process. Such tactics not only compromise the integrity of the child support determination but also insinuate a concerted effort to manipulate the outcome in Mr. Neal's favor, at my expense.

Further compounding this scenario of deliberate deceit is the glaring omission observed within Mr. Cherny's own billing records. Remarkably, the invoices submitted by Mr. Cherny conspicuously fail to account for the significant labor involved in recalculating child support obligations—a task both critical to the case and presumably demanding considerable effort and time. The absence of any reference to this crucial aspect of his legal services within the billing documents is not merely an oversight but raises profound concerns regarding the authenticity and ethical standards of Mr. Cherny's practice.

Why would such critical and extensive work, indispensable to the child support adjudication, be excluded from official billing documentation? This omission not only calls into question Mr. Cherny's commitment to transparency but also amplifies suspicions regarding his motivations and fidelity to ethical legal conduct.

The cumulative effect of Mr. Cherny's dubious recalculations, the strategic ambiguity in support documentation, coupled with the baffling omissions in his billing practices, paints a concerning picture of systematic collusion and manipulation. These actions, aimed at distorting the legal process to benefit Mr. Thomas Neal, starkly violate professional responsibilities and erode the trust in our legal system's capacity to dispense justice impartially and transparently. It is imperative that the court recognizes these manipulations for what they are: a clear breach of ethical duty and an attempt to subvert the principles upon which the justice system stands. (**Exhibit 8**)

Coercion and Misrepresentation: Amidst the already tumultuous proceedings regarding child support, an incident on December 7th, 2023, further exemplifies the dire need for judicial scrutiny and integrity in the evaluation of child support adjustments proposed by Mr. Thomas Neal. At this juncture, my legal representation had withdrawn, leaving me to navigate the complexities of the legal system on my own. In a distressing turn of events, Mr. Chuck and Rick Roberts seized upon my vulnerable position, convening a meeting outside the courtroom to discuss child support and additional expenses purportedly owed for the children's extracurricular activities.

Leveraging my lack of legal counsel, Chuck Roberts resorted to intimidation, pressing me to concede to these overinflated expenses, fully aware of the existing imbalance in child support payments. Their tactics descended

into outright coercion, with threats of manipulating my children's perception, suggesting I was opposed to their participation in extracurricular activities if I resisted their demands. When I stood firm, Rick Roberts ominously indicated their intent to further reduce my child support payments, already unjustly minimized to \$886.11 from the \$939.58 I was originally receiving.

Faced with this blatant attempt to exploit my situation, I appealed directly to the judge for a reevaluation of the child support calculation, only to be advised to submit a formal motion for such a review. Yet, when I sought recalibration from Chuck Roberts, his dismissive retort, "Don't ask me to do your job," underscored a stark refusal to address the evident discrepancies and injustices in the calculation of child support.

This episode is not merely a reflection of personal grievance but signals a systemic issue within the process of determining and adjusting child support. The actions of Mr. Chuck and Rick Roberts not only betray a profound disregard for fairness and the well-being of the children involved but also highlight a manipulative strategy designed to further reduce my ability to contribute financially under already strained circumstances. It is imperative that the court not proceed with any modifications to child support obligations without a comprehensive and impartial investigation into these coercive tactics and the accuracy of the financial calculations presented. Only through such diligence can the integrity of the child support determination process be preserved, ensuring decisions are made in the true interest of justice and the children's welfare.

18. Given the revelation that **Wendy Musielak, Bill Cherny, and Rick and Chuck Roberts, along with others involved**, were fully aware of the inaccuracies and misrepresentations within the financial documents submitted by Thomas Neal, it becomes imperative to emphasize the severity of their actions in the motion regarding the modification of child support obligations. Their knowledge of the document's content, coupled with their decision to proceed with filing, underscores a deliberate and calculated effort to manipulate **Thomas Neal's financial disclosures** to unjustly minimize his child support obligations. This conscious act of deception directly contravenes the principles set forth by the Illinois Marriage and Dissolution of Marriage Act (IMDMA) and egregiously violates the ethical standards expected of legal professionals and parties within the judicial system.

19. This premeditated action to distort the truth not only undermines the integrity of the child support determination process but also represents a significant breach of the trust placed in the legal process to protect the best interests of the children involved.

20. The gravity of these actions cannot be understated. It is not merely a matter of procedural oversight but a flagrant attempt to influence the outcome of child support proceedings to the detriment of the children's financial well-being. Such conduct likely constitutes a violation of legal and ethical standards, including potential allegations of perjury under Illinois law (720 ILCS 5/32-2), given the sworn nature of the financial affidavit.

21. These financial irregularities not only breach IMDMA guidelines but also signal a distressing lapse in the ethical standards governing legal and financial reporting. The neglect by **Guardian ad Litem Wendy Musielak** to address these issues, despite being presented with evidence, reflects a failure in her duty to advocate for the children's financial welfare, thus compromising both their well-being and the integrity of the legal process. Similarly, the oversight by MARIO's previous legal counsel, Bill Cherny, and the lackadaisical approach of attorneys Rick and Chuck Roberts in ensuring the accuracy of court submissions, potentially borders on fraud.

22. Presented with evidence on November 30, 2023, the collective inaction by these parties not only underscores a dereliction of duty but also exacerbates the gravity of this manipulation of financial information, potentially constituting perjury under Illinois law (720 ILCS 5/32-2). This manipulation skews the child support determination process, jeopardizing the prioritization and protection of the children's best interests.

23. Therefore, within the context of this motion, it is argued that the court must suspend any action to alter child support obligations until a thorough investigation into the financial affidavit's discrepancies is completed. Only through such a meticulous review can the court ensure that decisions regarding child support are made on a foundation of transparency, accuracy, and justice. This pause is not only critical for rectifying the current financial discrepancies but also vital for maintaining the integrity of the judicial process and the well-being of the children at the heart of this case.

WHEREFORE, MARIO NEAL respectfully requests that the Court:

- A. Deny the Petition to Abate Child Support filed by THOMAS NEAL; and
- B. Grant such other and further relief as the Court deems just and proper.

MARIO NEAL respectfully implores the court to take these concerns seriously and conduct a thorough review of the financial disclosures provided by Thomas Neal, especially in light of the significant discrepancies identified. The integrity of the judicial process and the welfare of the children at stake mandate a cautious and meticulous approach to resolving these issues. Accordingly, MARIO NEAL requests the denial of the Petition to Abate Child Support filed by THOMAS NEAL until a comprehensive and accurate evaluation of the financial situation is completed, ensuring that any decisions made are in the best interests of the children and uphold the principles of fairness and justice.

Mario Neal

Mario Neal

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this document are true and correct, except as to matters stated to be on information and belief, and as to those matters, the undersigned certifies that he verily believes them to be true.

Sincerely,

Mario Neal

Mario Neal

929 Spindletree Ave

Naperville, IL 60565

630-631-2190

Mneal628@gmail.com

Seeking Transparency and Rationale

Mario Neal <MNeal@Naperville203.org>

Tue 3/19/2024 10:59 AM

6 attachments (5 MB)

Wendy 11.27.23.pdf; Wendy 12.07.24.pdf; Trevor 2.13.24.pdf; Hatcher 3.20.24.pdf; Chuck.Wendy.2.14.24.pdf; All Saints 12.19.23.pdf;

Meeting on December 22, 2024, between Wendy Musielak, Thomas Neal, Rick, and Chuck Roberts

Seeking Transparency and Rationale

12/20/2023	WMM CONFERENCE WITH CHUCK AND RICK ROBERTS RE: THOMAS' CONCERNS; RECEIVE FOLLOW-UP CALL FROM CHUCK ROBERTS.	0.50
12/21/2023	WMM RECEIVE AND REVIEW EMERGENCY MOTION TO SUSPEND PARENTING TIME AND OTHER RELIEF FILED BY THOMAS AND REVIEW ALL ATTACHMENTS, PREPARE FOR POSSIBLE HEARING TOMORROW.	2.00
12/22/2023	WMM REVIEW APPELLATE COURT NOTICE. NO CHARGE FOR THIS ENTRY -	

Thomas Neal

Page: 3
 January 01, 2024
 Account No: 2476-10154M
 Statement No: 123853

IRMO: Neal - GAL Matter

BILLED AT A ZERO RATE.	Hours
WMM COURT APPEARANCE BEFORE JUDGE ARANDA FOR HEARING ON EMERGENCY MOTION; RETURN TO COURT IN THE AFTERNOON FOR RULING; CONFERENCE WITH THOMAS AND HIS ATTORNEYS AFTER COURT RE: CONCERN ABOUT HOW TO ADDRESS WITH THE CHILDREN.	0.10
	2.00

In the wake of the deeply troubling developments following the December 22, 2024, meeting, I am propelled by a sense of urgency and profound concern to raise my voice, carrying a plethora of unanswered questions that cast a heavy shadow over my spirit. The call for absolute transparency in our communications is paramount, particularly concerning the narratives relayed to my children and the justification for the agonizing decision to sever their connection with me—their steadfast source of love and safety.

The tempest of domestic abuse inflicted upon my children and me by Thomas Neal and his family has been a harrowing journey. In its aftermath, our home became their sanctuary—a bastion of peace, love, and empathy, especially following their distressing encounters with Neal. It pains me deeply to recall the instances when my children confided in us with their allegations of abuse, seeking refuge and understanding. These alarming reports were diligently brought to the attention of key figures, including **Pam, Jim, Kristy Neal, Wendy Musielak, Bill Cherny, Rick and Chuck Roberts, Judge Louis Aranda, Trevor Prindle, Margie Marshall, Christina Magana, DCFS, and Roger Thatcher**, all in the fervent hope of ensuring my children's safety and welfare.

The orchestrated actions of Chuck, Rick Roberts, and Wendy Musielak, following their awareness of Tom's apprehension regarding the DCFS investigation and my pursuit of answers from **All Saints Catholic Academy** about their concealment of child abuse, laid bare a calculated strategy. Their singular aim was to sever my connection with the children, thereby commandeering the investigations and silencing the children's potential outreach to me for assistance. This scheme propelled Chuck, Rick, Roger Hatcher, and Wendy to collude with Judge Louis Aranda, hastily concocting an emergency motion to wrench the children away from my care—a blatant maneuver to stifle the truth and shield themselves from scrutiny.

Judge Louis Aranda's role in this orchestrated injustice was unmistakably clear through his outright denial of my fundamental right to a fair trial. By precipitously scheduling a hearing with less than 24 hours for preparation, he not only severely undermined my capacity to safeguard my rights but also actively hindered my engagement in the legal process. This deliberate action stripped me of my constitutional entitlement to a fair trial—a right that is unequivocally mine and which he, alongside his cohorts, was fully aware of. Their adamant refusal to facilitate my participation via Zoom, citing a baseless policy that supposedly barred such access, blatantly contradicted the leniency and exceptions made for others within the very walls of the courtroom. Witnessing firsthand the allowance of virtual attendance for numerous participants, despite explicit instructions for in-person presence, highlighted a glaring inconsistency in treatment. This differential approach, aimed specifically at me, was no

mere oversight but a calculated effort to isolate and silence me, effectively muffling my voice and the critical truths I sought to expose, particularly the concealment of child abuse.

Such actions not only betray a gross misuse of judicial discretion but also reflect a profound disregard for the principles of justice and equality the legal system purports to uphold. This targeted attempt to disenfranchise me served not just to shield the perpetrators and enablers of child abuse but also to exploit the legal framework to perpetuate an injustice, demanding immediate redress and accountability to restore the integrity of the court and ensure the protection and safety of my children.

The perplexing decision to limit my children's access to a supportive environment, mandating supervised visits at the DuPage County Family Center, is deeply injurious. This inexplicable action robs my children of the chance to express any distress or abuse allegations directly to me, fundamentally undermining both their welfare and our familial bonds.

What have my children been told following the court's unjust decision to grant custody to an abusive parent and relegate a loving parent to supervised visitation? The potential use of manipulated narratives to veil their suffering and shield the guilty is unfathomable.

Motivated by an unwavering determination to protect my children and return them to a secure and loving environment, I demand clear, unambiguous answers. The stakes are immense, with the emotional and psychological well-being of my cherished children in jeopardy. It is imperative to address these issues with the seriousness and immediacy they warrant, ensuring my children's voices are heard, their traumatic experiences acknowledged, and their safety unconditionally secured.

At this pivotal moment, asserting my rights and responsibilities as their parent is crucial, enhancing my plea for honesty and transparency. The murky decision-making and vague communication about what has been conveyed to my children compel me to assert my right to full disclosure. As their unwavering guardian and source of unconditional love amid adversity, understanding the narratives shaping their perceptions is not merely a request—it is my indisputable right.

My central role in their lives grants me the right to be fully informed about discussions directly impacting their emotional and psychological health. Given the severe abuse allegations casting a long shadow, my mission to protect and advocate for their best interests can only be achieved with complete transparency from all parties involved.

Thus, in seeking clarity on the challenging decisions enacted, I emphasize that, as their parent, understanding what my children have been informed about these significant changes in their living situations and parental access is my undeniable right. This information is essential for me to provide the necessary support, comfort, and love they require to navigate this difficult period, ensuring they are emotionally and psychologically prepared for the day they triumphantly return to the nurturing embrace of their home—a day that I steadfastly believe is on the horizon.

Be unequivocally assured that justice is on the horizon, and its arrival is inevitable. A number of you are already the focus of ongoing investigations—a situation that is poised to expand as more evidence comes to light. I am fully committed to collaborating with the authorities to ensure that justice is not only pursued but achieved with unrelenting determination. Those responsible for these abhorrent acts will be confronted with the full force of the law. This isn't just a promise; it's a guarantee. Justice will be served, and each individual who has contributed to these heinous crimes will be compelled to face the comprehensive might of legal retribution.

To those who unscrupulously accused me of mental instability and sought to employ disreputable professionals to levy false and unlawful mental health diagnoses against me, understand clearly: your attempts to discredit my concerns and use my mental health as a veil to obscure your misconduct will no longer stand. The individuals involved in these deceptive practices are now under investigation for their actions. Your efforts to manipulate perceptions and evade accountability for your crimes are being brought to light, and justice is on the horizon. The veil has been lifted, and the truth will prevail.

Sincerely,

Mario Neal
EL Teacher
Elmwood Elementary
630-548-4351

Naperville 2023



Urgent Request for Clarification and Documentation Regarding Professional Conduct and Assessments

Mario Neal <marioneal628@gmail.com>

Sat 3/23/2024 12:35 PM

To:Roger Hatcher <rhatcher47@gmail.com>

Bcc:Thomas Neal <thomastn@umich.edu>;Pam <nea pam@comcast.net>;kristine nea@yahoo.com <kristine nea@yahoo.com>;Louis.Aranda@18thjudicia.org <Louis.Aranda@18thjudicia.org>;chuckroberts@robertspc.com <chuckroberts@robertspc.com>;Rick@robertspc.com <Rick@robertspc.com>;Bill Cherny <bill@chernyaw.com>;Prinde, Trevor <trevor.prinde@dupageco.org>;ames R Neal <jrnea@comisaw.com>;wmusieak@ekcawfirm.com <wmusieak@ekcawfirm.com>;familyaw@ekcawfirm.com <familyaw@ekcawfirm.com>

4 attachments (591 KB)

22DC0915 Neal-Neal 2-13-2024.pdf; 22DC0915 Neal-Neal 2-13-24 Narrative Report.pdf; 22DC0915 Neal-Neal 3-11-24.pdf; 22DC0915 Neal-Neal 3-11-24 Narrative Report.pdf;

Dr. Roger Hatcher,

I am reaching out to you today not just as a concerned parent, but as an individual deeply troubled by the consequences of the professional opinions you have provided to the court regarding my mental health and its purported impact on my children's well-being. The information derived from your assessments has led to decisions that have not only separated me from my children but have also cast a long shadow over my ability to provide them with the love and care they desperately need.

The report issued by the DuPage Children Family Center lays bare the depth of suffering and confusion my children are enduring—a direct result of actions that have been taken based on information you provided. Information that I firmly believe to be not just inaccurate, but a gross misrepresentation of my mental well-being, which has led to the most harrowing outcome: my children being unjustly taken from my care.

The very fabric of justice has been torn apart by what appears to be a collusion that has robbed my children of their right to a loving and nurturing environment. Your report has led to a situation where my children's pleas to return to my care are ignored, where the voice of truth and reason is silenced by the very system designed to safeguard it. The anguish that my children and I are experiencing is a direct result of this travesty.

It is with a heavy heart that I reflect on the ramifications of your report, which I firmly believe to contain inaccuracies and potentially misleading characterizations of my mental state. Such assertions have directly influenced the court's judgment, resulting in my children being unjustly removed from my custody. This outcome is not only devastating but deeply concerning, given the sacred duty of medical professionals to adhere to the highest standards of accuracy, integrity, and impartiality in their assessments.

The impact of your conclusions on my family's life is immeasurable and, I fear, may have caused irreversible damage to my children's emotional and psychological well-being. It is in this light that I must request immediate action on your part to address these critical concerns.

The profound implications of your conclusions on the quality of life for my family are immeasurable and, regrettably, may have caused irreparable harm to my children's emotional and psychological well-being. It is imperative that immediate action be taken to address these critical concerns.

Pursuant to federal law, specifically under the Health Insurance Portability and Accountability Act (HIPAA), I assert my right to a complete and unabridged disclosure of my medical records, inclusive of all pertinent documents, assessments, and notes that contributed to your diagnosis. This request encompasses an exhaustive compilation of all materials pertaining to your evaluation of my mental health and the purported impact on my children.

In light of the exceptional rarity and intricacies associated with diagnosing Paranoid Personality Disorder (PPD), as documented by respected medical authorities such as the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) and peer-reviewed scholarly articles, I demand a comprehensive elucidation of the methodology and criteria employed in diagnosing me with PPD. This elucidation should encompass a thorough justification for the diagnosis, considering the limited scope of our interactions and the conspicuous absence of the exhaustive testing typically indispensable for such a determination.

In response to your contention that I impeded counseling services for my children, I adamantly insist on a tangible demonstration of the evidence supporting this serious charge. This request is particularly perplexing in light of my proactive endeavors to secure mental health support for my children at the earliest circumstance.

Further to the alarming allegation in your affidavit regarding my purported substance abuse problem, a claim of grave consequence, I explicitly demand the provision of the results of any tests or evaluations conducted under your supervision that led to this conclusion. Additionally, I insist on the disclosure of any other evidence upon which this assertion is predicated, given the significant ramifications of such an accusation on my personal and professional standing.

The concerted efforts of Wendy Musielak, Bill Cherny, Judge Louis Aranda, and Chuck and Rick Roberts to mandate my continued interaction with you, despite the troubling cessation of Bill Cherny's representation due to actions that raise serious ethical and potentially legal questions, have significantly exacerbated my distress and confusion. This peculiar insistence on your involvement, amid a backdrop of Cherny's disengagement under dubious circumstances, underscores an alarming dynamic that demands immediate clarity and forthright transparency. It is imperative that you elucidate your position and conduct amidst these complex interactions, as the implications of this orchestrated push towards your assessment are deeply concerning and necessitate a comprehensive understanding of the motives and integrity underlying these actions.

I believe that by meticulously addressing and substantiating these allegations in a comprehensive manner, we can illuminate the fallacies underpinning your conclusions and forge a clearer path toward rectifying the harm inflicted upon my family.

EXHIBIT 2

Should you require any clarification or documentation concerning the points addressed in this communication, I am prepared to provide further evidence in accordance with applicable legal and ethical standards.

Mario Neal

EXHIBIT 3

Urgent Request for Withdrawal from Case Due to Ethical Concerns

Mario Neal <marioneal628@gmail.com>

Mon 3/25/2024 4:06 PM

To:Roger Hatcher <rhatcher47@gmail.com>

1 attachments (18 MB)

RESPONSE TO PLAINTIFF'S PETITION FOR RULE TO SHOW CAUSE.pdf;

Dr. Roger Hatcher,

Today, I reach out to you not merely in personal concern but as a steadfast advocate for ethical standards and a defender of our most precious and vulnerable—my children. The heart of this letter is laden with deep concerns, necessitated by the imperative to uphold professional conduct, ethics, and, above all, the welfare and safety of children involved in this sensitive case.

It is with a sense of urgency and grave concern that I address the issue of your continued involvement in this matter, given the unresolved and troubling questions surrounding your professional ethics and conduct. Your role, especially in contexts as critical as this, should be underpinned by the highest standards of integrity and impartiality, as outlined by the American Psychological Association's (APA) Ethical Principles of Psychologists and Code of Conduct. Principles B (Fidelity and Responsibility) and C (Integrity) specifically demand a steadfast commitment to trust, honesty, and the avoidance of conflicts of interest that could lead to exploitation or harm. Unfortunately, my experiences and observations compel me to question your adherence to these fundamental ethical standards.

The formal complaints that I have been necessitated to lodge against you with the Illinois Department of Financial and Professional Regulation and relevant law enforcement agencies highlight the severity of my concerns. These complaints have precipitated investigations into your conduct, casting a significant shadow over the reliability and ethical foundation of your contributions to this case.

In accordance with my rights under the Health Insurance Portability and Accountability Act (HIPAA), I demand full transparency and access to my medical records and any related assessments or diagnoses you have made. Given the serious implications of diagnosing Paranoid Personality Disorder (PPD) and the rigorous standards required for such a diagnosis, it is imperative that you provide a detailed explanation of your methodology and the justifications for your conclusions, particularly in the absence of comprehensive testing.

Your professional duty, as dictated by APA guidelines, is to ensure that all diagnostic and reporting procedures are conducted with utmost transparency, accuracy, and impartiality. This is not merely a professional obligation but a moral imperative, especially when the stakes involve the welfare and safety of children.

Moreover, your affidavit's assertion that I pose an immediate danger to my children, contrasted with the portrayal of Thomas Neal as a suitable parent, is deeply troubling. This stance is particularly alarming given the existing child abuse allegations against Mr. Neal and the protective measures I have been forced to undertake. Your knowledge of these matters, evidenced by extensive documentation and communication, makes such claims not only unfounded but recklessly harmful.

The implications of your statements have had dire consequences, resulting in my children being placed in a potentially harmful environment. This situation is antithetical to every principle of welfare and safety we are both duty-bound to protect. It is incumbent upon you to provide immediate clarification and

EXHIBIT 3

evidence supporting your grave allegations, to rectify the unjust situation that has arisen from these claims.

In light of the ongoing investigations into your professional conduct and the serious ethical concerns raised, it is in the best interest of all involved—most importantly, the children at the heart of this case—for you to consider withdrawing from this matter. The potential risk to the children's welfare with your continued involvement cannot be overstated.

Should you decide against withdrawing, please be advised that I am prepared to escalate this matter to the court, advocating for your immediate removal to safeguard the well-being of the children involved.

I trust you will approach this letter with the seriousness and urgency it demands. Your prompt and cooperative response is not only expected but imperative.

Yours sincerely,

Mario Neal

From: Mario Neal <marioneal628@gmail.com>

Sent: Monday, March 25, 2024 8:23 AM

To: chuckroberts@robertspc.com <chuckroberts@robertspc.com>; wmuzielak@ekclawfirm.com

<wmuzielak@ekclawfirm.com>; Rick@robertspc.com <Rick@robertspc.com>

Subject: Submission of Response Motion to the Motion for Rule to Show Cause Regarding Dr. Hatcher's Evaluation

Rick Roberts, Chuck Roberts, and Wendy Musielak,

I am writing to inform you of the submission of the motion filed this morning in response to the Motion for Rule to Show Cause pertaining to Dr. Hatcher's evaluation.

Thank you for your attention to this matter.

Sincerely,

Mario Neal



Filing Submitted

Envelope Number: 26957993

Case Number: 2022DC00915

Case Name: IN RE: THE MARRIAGE OF THOMAS NEAL AND MARIO NEAL

The filing below has been submitted to the clerk's office for review and assigned **Envelope Number: 26957993**. You will be notified by email in approximately 24-48 hours* if your filing has been accepted or rejected.

*Note: Some notifications may take longer. To see the most up-to-date information about the filing, log back into your e-filing account and review the filing history.

Filing Details

Court	DuPage County
Date/Time Submitted	3/25/2024 8:16 AM CST
Filing Type	EFileAndServe
Filing Description	RESPONSE TO PLAINTIFF'S PETITION FOR RULE TO SHOW CAUSE
Filing Code	Response
Filed By	Mario Neal
Filing Attorney	



EXHIBIT 4

Mario Neal
929 Spindletree Ave
Naperville, IL 60565
Marioneal628@gmail.com
630-631-2190

Naperville Police Department
1350 Aurora Ave.
Naperville, IL 60540
Phone: (630) 420-6666

Attention: Crime Investigation

March 7, 2024

Dear Sir/Madam,

I pen this letter with a heart heavy with anguish, expressing profound concern about the reprehensible actions of Dr. Roger P. Hatcher, a licensed psychologist. His baseless claims in an ongoing family law case have inflicted profound and devastating wounds upon my life and, most importantly, the lives of my precious children.

Dr. Hatcher's unfounded conclusions about my mental health and parental abilities, made without a formal evaluation or credible evidence, cut deep. His reckless and damaging statements have led to the unjust stripping of my custody rights. Dr. Hatcher's claim, "Within a reasonable degree of psychological certainty, this situation is currently in crisis.... it is my recommendation that contact between Mario Neal and the Neal Children be suspended," was made without proper evaluation, resulting in my heartbreak as my children were forcibly taken away. These baseless allegations have not only besmirched my reputation but have triggered a harrowing chain of events, causing immeasurable harm to both my children and myself. Words cannot adequately convey the heartbreak and the emotional and psychological devastation wrought upon our family.

Dr. Hatcher's reckless and unfounded claims have unleashed a devastating impact on my life and that of my children. The unjust loss of custody, with sole custody granted to my soon-to-be ex-husband, Thomas Neal, has taken an indescribable emotional toll. It has shattered my soul, leaving me questioning not just my parental abilities but also my place in the lives of my precious children. Dr. Hatcher's unethical behavior has not only harmed my family but also cries out for justice.

In addition to the loss of custody, I am subjected to unwarranted restrictions, preventing me from contacting my children's school and effectively isolating me from their daily lives. This exclusion not only undermines my parental role but paints a false and damaging picture of me as a detrimental presence in their lives.

Dr. Hatcher's behavior has been callous, heartless, and inhumane. His unfounded allegations violate my rights under the Health Insurance Portability and Accountability Act (HIPAA) and constitute grave violations of the Child Abuse Prevention and Treatment Act (CAPTA) and child endangerment laws. These laws exist to safeguard the well-being and safety of our children, yet Dr. Hatcher's actions demonstrate a complete disregard for their welfare.

The trauma my children have endured is beyond comprehension. Stripped from the embrace of their loving parent, they have suffered not only separation but also endured a harrowing ordeal of verbal and physical abuse. Heart-wrenching instances, such as Thomas Neal "putting his hand over my mouth to stop crying, but I couldn't breathe" and "screaming bad words at me during dinner, later kicking me so hard I couldn't stop crying because it hurt so much," were bravely disclosed to Wendy Musiekak, a mandated reporter.

EXHIBIT 4

These horrific revelations were laid bare before Dr. Roger P. Hatcher, a licensed psychologist, who shockingly asserted in his affidavit to the court that "Thomas Neal appears fully competent to care for the children." The inexplicable decision of a licensed psychologist entrusted to act in the best interests of children to willingly place them in the care of an individual facing severe abuse allegations is a profound breach of duty. Thomas Neal's documented escape from marriage therapy when confronted with evidence of his abuse further underscores the gravity of the situation.

Despite the damning allegations, Dr. Hatcher's affidavit demonstrates a blatant disregard for the welfare and safety of my children—a grave violation of the Child Abuse Prevention and Treatment Act and child endangerment laws. This gross injustice inflicted upon my children demands accountability. It is imperative that those responsible for subjecting my innocent children to such traumatic events be held answerable for their actions.

The current situation is an unforgivable injustice, causing irreparable damage to my family. The trauma inflicted upon our innocent children and myself is unacceptable, and I will fight until justice prevails, allowing our children to return to a stable, safe, and nurturing environment.

In conclusion, I implore you to ponder the devastating impact that Dr. Hatcher's reckless and unfounded claims have had on my life and the lives of my children. The time for action is now, and accountability for those responsible is paramount.

Sincerely,

Mario Neal

Mario Neal

"Justice will not be served until those who are unaffected are as outraged as those who are." - Benjamin Franklin

In Subtotal Monthly Household Expenses, add the amounts in 12a together and enter the total.

In 12b, enter the amount you spend monthly on each type of transportation expense.

If you have other transportation expenses not listed in 12b, describe the expense in Other and enter the monthly amount.

In Subtotal Monthly Transportation Expenses, add the amounts in 12b together and enter the total.

In 12c, enter the amount you spend monthly **only for yourself** on each type of expense. Do not include expenses you are reimbursed for through insurance or your employer.

If you have other personal expenses not listed in 12c, describe the expense in Other and enter the monthly amount.

In Subtotal Monthly Personal Expenses,

Education (books, fees, supplies, etc.)

Tuition.....

Books, fees, and supplies.....

School lunch.....

House cleaning service.....	\$ 0.00
Necessary repairs and maintenance to my property.....	\$ 0.00
Pet care.....	\$ 0.00
Groceries, household supplies, and toiletries.....	\$ 600.00
Other: Roth Contribution	\$ 2,103.00
Subtotal Monthly Household Expenses	\$ 5,296.00

b. Transportation Expenses

Car payment.....	\$ 0.00
Repairs and maintenance.....	\$ 42.00
Insurance, license, registration and city sticker.....	\$ 115.00
Gasoline.....	\$ 154.00
Taxi, ride-share, bus, and train.....	\$ 0.00
Parking.....	\$ 0.00
Other:	\$ 0.00

Subtotal Monthly Transportation Expenses

\$ 311.00

c. Personal Expenses

Medical (*out-of-pocket expenses*)

Doctor visits.....	\$ 0.00
Therapy and counseling.....	\$ 0.00
Dental and orthodontia.....	\$ 0.00
Optical.....	\$ 0.00
Medicine.....	\$ 0.00

Life insurance

Life (<i>term</i>).....	\$ 48.00
Life (<i>whole or annuity</i>).....	\$ 20.00

Clothing.....

Grooming (<i>hair, nails, spa, etc.</i>).....	\$ 25.00
---	----------

Gym & Club membership Dues.....

Entertainment, dining out, and hobbies.....	\$ 340.00
---	-----------

Newspapers, magazines, and subscriptions.....

Gifts.....	\$ 40.00
------------	----------

Donations (*political, religious, charity, etc.*).....

Vacations.....	\$ 45.00
----------------	----------

Mandatory or voluntary union, trade or professional association dues.....

Professional fees (accountants, tax preparers, attorneys)	\$ 0.00
--	---------

Other: Health dental & vision insurance premiums, HSA & FSA

Subtotal Monthly Personal Expenses

\$ 1,509.00

\$ 33.00

\$ 778.00

\$ 1,007.00

\$ 200.00

\$ 150.00

Exhibit 6

Enter the Case Number given by the Circuit Clerk: 2022 DC 915

In Subtotal Monthly Household Expenses, add the amounts in 12a together and enter the total.

House cleaning service.....	\$ 0.00
Necessary repairs and maintenance to my property.....	\$ 0.00
Pet care.....	\$ 0.00
Groceries, household supplies, and toiletries.....	\$ 600.00
Other: Roth Contribution	\$ 2,103.00
Subtotal Monthly Household Expenses	\$ 5,296.00

In 12b, enter the amount you spend monthly on each type of transportation expense.

If you have other transportation expenses not listed in 12b, describe the expense in Other and enter the monthly amount.

In Subtotal Monthly Transportation Expenses, add the amounts in 12b together and enter the total.

In 12c, enter the amount you spend monthly **only for yourself** on each type of expense. Do not include expenses you are reimbursed for through insurance or your employer.

If you have other personal expenses not listed in 12c, describe the expense in Other and enter the monthly amount.

In Subtotal Monthly Personal Expenses, add the amounts in 12c together and enter the total.

In 12d, enter the amount spent monthly for the minor and Tuition.....

Books, fees, and supplies.....

School lunch.....

Transportation.....

b. Transportation Expenses

Car payment.....	\$ 0.00
Repairs and maintenance.....	\$ 42.00
Insurance, license, registration and city sticker.....	\$ 115.00
Gasoline.....	\$ 154.00
Taxi, ride-share, bus, and train.....	\$ 0.00
Parking.....	\$ 0.00
Other: _____	\$ 0.00
Subtotal Monthly Transportation Expenses	\$ 311.00

c. Personal Expenses

Medical (out-of-pocket expenses)

Doctor visits.....	\$ 0.00
Therapy and counseling.....	\$ 0.00
Dental and orthodontia.....	\$ 0.00
Optical.....	\$ 0.00
Medicine.....	\$ 0.00

Life insurance

Life (term).....	\$ 48.00
Life (whole or annuity).....	\$ 20.00

Clothing.....

Grooming (hair, nails, spa, etc.).....	\$ 25.00
--	----------

Gym & Club membership Dues.....

Entertainment, dining out, and hobbies.....	\$ 340.00
---	-----------

Newspapers, magazines, and subscriptions.....

Gifts.....	\$ 40.00
------------	----------

Donations (political, religious, charity, etc.).....

Vacations.....	\$ 0.00
----------------	---------

Mandatory or voluntary union, trade or professional association dues.....

Professional fees (accountants, tax preparers, attorneys).....	\$ 33.00
--	----------

Other: Health, dental & vision insurance premiums, HSA & FSA

Subtotal Monthly Personal Expenses	\$ 1,509.00
---	--------------------

d. Minor and Dependent Children Expenses

Clothing.....	\$ 52.00
	\$ 50.00
	-

In 9, use information from your paystubs, tax records, and other sources to identify the deductions being taken from your income. List money deducted for health insurance below in Section 13.

In **Total Monthly Deductions**, add the amounts from 9 together and enter the total.

In 10, list any maintenance payments you are making. If you are not sure about whether your payments are tax-deductible, speak to your attorney or tax-preparer. Generally, maintenance payments court ordered after January 1, 2019 are not tax deductible.

For 11, attach a copy of the support order and proof that you are making the payments, e.g. cancelled checks, court records.

For help in calculating monthly amounts, see *How to Complete a Financial Affidavit*.

In 12a, enter the amount your household spends on each item each month.

If you have other living expenses not listed in 12a, describe the expense in **Other** and enter the monthly amount.

9. My monthly payroll deductions

Federal tax.....	\$ 1,466.00
State tax.....	\$ 582.00
FICA (or Social Security equivalent, for example, Self-employment) tax).....	\$ 756.00
Medicare tax.....	\$ 177.00
Mandatory retirement contributions (by law or condition of employment, but only if no FICA or Social Security equivalent).....	\$ 0.00

Total Monthly Deductions

\$ 2,981.00

10. Monthly maintenance payments

Maintenance being paid or payable to the other party by you under a court order in this case.....	\$ 0.00
Maintenance being paid under a court order to a former spouse by you, which is tax deductible to you.....	\$ 0.00
Maintenance being paid under a court order to a former spouse by you, which is not tax deductible to you.....	\$ 0.00

Total Maintenance Payments

\$ 0.00

11. Monthly child Support payments

Child support being paid for the children of this relationship under a court order in this case or a different case.....	\$ 0.00
Child support being paid under a court order for children not shared with the other party and who are not part of this case.....	\$ 0.00
Child support being paid, but there is no court order, for children not shared with the other party and who are not part of this case and (1) that are presumed to be yours, (2) for whom there is a voluntary acknowledgment of paternity (VAP) signed by you and the other parent, OR (3) for whom there is a court order naming you as a parent, but there is no support order.....	\$ 940.00

Total Child Support Payments

\$ 940.00

12. My monthly Living Expenses

a. Household Expenses

Mortgage or rent.....	\$ 829.00
Home equity (HELOC) and second mortgage.....	\$ 0.00
Real estate taxes.....	\$ 1,108.00
Homeowners or condo association dues and assessments.....	\$ 309.00
Homeowners or renters insurance.....	\$ 95.00
Gas.....	\$ 79.00
Electric.....	\$ 102.00
Telephone.....	\$ 61.00
Cable or satellite TV.....	\$ 0.00
Internet.....	\$ 10.00
Water and sewer.....	Included in electric
Garbage removal.....	Included in electric
Laundry and dry cleaning.....	\$ 0.00

111 E. Jefferson Ave.
Naperville, IL 60540
630-219-4381
bill@chernylaw.com



INVOICE

BILL TO

Mario Neal
929 Spindletree Ave.
Naperville, IL 60565

INVOICE # 3364**DATE** 09/20/2023**DUE DATE** 10/20/2023**CASE:**

Dissolution of Marriage

DATE	DESCRIPTION	HRS	AMOUNT
09/05/2023	Phone Call with Mario to discuss the upcoming hearing for the 604.10(c) evaluations.	0:30	175.00
09/07/2023	Court Appearance - Hearing on Combined Motion for 604.10(c) Evaluation and Rule 15 Mental Examination. Entry of Agreed Order. Meeting with Mario after court to discuss child and financial issues.	2:00	700.00
09/11/2023	Review the statements subpoenaed from AMEX by Tom's attorney.	0:15	87.50

PAYMENT	962.50
BALANCE DUE	\$0.00

Exhibit 8

111 E. Jefferson Ave.
Naperville, IL 60540
630-219-4381
bill@chernylaw.com



INVOICE

BILL TO

Mario Neal
929 Spindletree Ave.
Naperville, IL 60565

INVOICE # 3348**DATE** 08/28/2023**DUE DATE** 09/27/2023

DATE	DESCRIPTION	HRS	AMOUNT
07/28/2023	Caselaw research, draft and tender to Judge Aranda written closing argument on hearing for Motion for Declaratory Judgment and supporting memorandum of law.	8:00	2,800.00
08/01/2023	Email to Mario with the written closing arguments in the post-nuptial hearing; and an update on the status of the case.	0:09	52.50
08/02/2023	Court Appearance - Status and setting hearing dates on various outstanding matters as well as date for Court's ruling on Declaratory Judgment regarding the Post-Nuptial Agreement.	0:30	175.00
08/06/2023	Declaratory Judgment Court Transcript		55.07
08/22/2023	Meeting with Mario to discuss status of the case.	2:00	700.00
08/24/2023	Court Appearance - Ruling on Motion for Declaratory Judgment.	1:00	350.00

PAYMENT	4,132.57
BALANCE DUE	\$0.00

Child Support calculation

Bill Cherny <bill@chernylaw.com>

Tue 5/30/2023 10:40 AM

To: Mario Neal <MNeal@Naperville203.org>

1 attachments (81 KB)

Child Support Calculation.pdf;

CAUTION: This e-mail originated outside of Naperville 203. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Mario,

My calculation for child support is attached.

Bill

William D. Cherny
Cherny Law Offices, P.C.
111 E. Jefferson Ave.
Naperville, IL 60540
Office (630) 219-4381
Cell (630) 544-8571
bill@chernylaw.com
www.chernylaw.com

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Mario Neal <marioneal628@gmail.com>

RE: Neal - Dr. Hatcher

1 message

Bill Cherny <bill@chernylaw.com>
To: Mario Neal <marioneal628@gmail.com>

Mon, Oct 9, 2023 at 6:47 AM

Mario,

My child support calculation is attached. Please review and let me know if there are any changes to make to the calculation.

Thanks,

Bill

William D. Cherny
Cherny Law Offices, P.C.
111 E. Jefferson Ave.
Naperville, IL 60540
Office (630) 219-4381
Cell (630) 544-8571
bill@chernylaw.com
www.chernylaw.com

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From: Mario Neal <marioneal628@gmail.com>
Sent: Friday, September 29, 2023 8:49 AM

Mario Neal

From: Palios, Jen <jenpalios@robertspc.com>
Sent: Monday, November 27, 2023 4:38 PM
To: Mario Neal; familylaw; Wendy Musielak
Cc: Rick Roberts; Chuck Roberts
Subject: Neal - Discovery

CAUTION: This e-mail originated outside of Naperville 203. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Mr. Neal,

Please see the following:

Plaintiff's Financial Affidavit (Family & Divorce Cases) dated as of September 30, 2023;
Notice of Filing; and
Proof of Service.

Thank you,
Jen

ShareFile files

<u>2023.11.27 FA Support Docs</u>	3.16 MB
<u>2023.11.27 - Neal - Tom Financia...t.pdf</u>	3.37 MB
<u>2023.11.27 - Neal - POS.pdf</u>	189.23 KB
<u>2023.11.27 - Neal - NOF.pdf</u>	183.48 KB

[Open](#)

Link expires on 05/25/2024

--

Jennifer Palios

Paralegal

Roberts PC

2100 Manchester Road

Building B, Suite 1085
Wheaton, Illinois 60187

Child Support calculation

Bill Cherny <bill@chernylaw.com>

Tue 5/30/2023 10:40 AM

To: Mario Neal <MNeal@Naperville203.org>

1 attachments (81 KB)

Child Support Calculation.pdf;

CAUTION: This e-mail originated outside of Naperville 203. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Mario,

My calculation for child support is attached.

Bill

William D. Cherny
Cherny Law Offices, P.C.
111 E. Jefferson Ave.
Naperville, IL 60540
Office (630) 219-4381
Cell (630) 544-8571
bill@chernylaw.com
www.chernylaw.com

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Keith E. (Chuck) Roberts, Jr. *
Keith E. Roberts, Sr. (1928-2014)

Barbara Ann Corrigan
Richard E. Roberts

Lyle B. Haskin (of counsel)
Rosemarie Frontzak (of counsel)

*Fellow, American Academy of
Matrimonial Lawyers

*Fellow, International Academy of
Family Lawyers

Writer's Direct Contact (630) 668-4244
chuckroberts@robertspc.com

May 11, 2023

Via First Class Mail

William D. Cherny, Esq.
Cherny Law Offices, PC
111 E. Jefferson Ave.
Naperville, IL 60540
bill@chernylaw.com

Re: IRMO Neal – 2022 DC 915

Dear Mr. Cherny:

Enclosed please find a check payable to Mario Neal in the amount of \$939.58
for guideline child support.

Very truly yours,

Chuck Roberts

CR/jlp
Enclosure
cc: T. Neal

2100 Manchester Road • Building B, Suite 1085 • Wheaton, Illinois 60187

Telephone (630) 668-4211 • Facsimile (630) 668-2076

www.robertspc.com

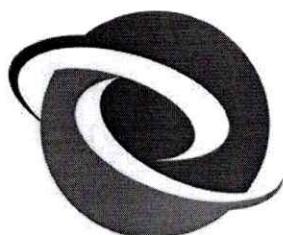


Exhibit 8

27-171
L-266

THOMAS T. NEAL

DATE

5-10-2023

PAY TO THE
ORDER OF

Mario Neal

\$ 939.58

Nine hundred thirty nine dollars 58/100

DOLLARS



Security Features
Included:
Details on Back.

CHASE



JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO child support payment

100710000131

20381232811266

Thomas Neal MP

Shared Physical Care Support Obligation Worksheet

Exhibit 8

# of children for whom support is sought: 3		A	B	C
		Parent A	Parent B	Combined Total
Determination of Net Monthly Income	1 Gross Monthly Income from All Sources (Includes maintenance received if established prior to 2019 and social security dependent benefits for subject child paid on behalf of the retired/disabled parent, less maintenance paid/payable if established prior to 2019; excludes means tested benefits (e.g., TANF, SSI, SNAP, etc.) and benefits/income received for non-subject child.)	1	\$4,665.00	\$14,462.00
	2 Standardized Net Income (Using Standardized Net Income Conversion Table)	2	\$3,685.00	\$9,981.00
	3 Individualized Net Income (Requires joint stipulation or court determination)	3		
	4 Maintenance received if established after January 1, 2019, or by agreement of the parties	4	\$0.00	\$0.00
	5 Maintenance paid/payable if established after January 1, 2019, or by agreement of the parties	5	\$0.00	\$0.00
	6 Multi-Family Adjustment with Order: (Amount paid pursuant to the terms of the order.) 0 child(ren) for Parent A 0 child(ren) for Parent B	6	\$0.00	\$0.00
	7 Multi-Family Adjustment without Order: (Lesser of amount paid or 75% of the support that should be paid based solely on requesting parent's income.) 0 child(ren) for Parent A 0 child(ren) for Parent B	7	\$0.00	\$0.00
	8 Adjusted Net Income (Add each parent's line 4 to line 2 or 3, then subtract line 5, line 6, and/or line 7 from that sum to determine his/her adjusted net monthly income to be used in the following steps. Next, add 8A and 8B to determine 8C.)	8	\$3,685.00	\$9,981.00
Computation of Basic Child Support Obligation	9 Each Parent's Percentage Share of Adjusted Net Income (Each parent's line 8 divided by 8C.)	9	26.96%	73.04%
	10 Basic Child Support Obligation Based on Combined Adjusted Net Income (Using 8C, find the corresponding combined net income on the Schedule of Basic Child Support Obligations.)	10		\$3,473.00
	11 Each Parent's Contribution toward the Basic Child Support Obligation (Line 10C multiplied by each parent's line 9.)	11	\$0.00	\$0.00
Shared Physical Care	12 Shared Physical Care Support Obligation (Line 10C multiplied by 1.5.)	12		\$5,209.50
	13 Each Parent's Share of the Shared Physical Care Support Obligation (12C multiplied by each parent's line 9.)	13	\$1,404.48	\$3,805.02
	14 Number of Overnights per Year with the Child	14	183	182
	15 Percentage of Time with Each Parent (Each parent's line 14 divided by 14C.)	15	50.14%	49.86%

Shared Physical Care Support Obligation Worksheet

Exhibit 8

			A	B	C
			Parent A	Parent B	Combined Total
Shared Physical Care	16	Each Parent's Calculated Shared Care Child Support Obligation (Multiply each parent's line 13 by the other parent's line 15.)	16	\$700.27	\$1,907.84
	17	Resulting Shared Care Child Support Obligation (Subtract Lesser of 16A or 16B from the Greater of 16A or 16B. Enter the difference in the column of the greater value from line 16.)	17	\$0.00	\$1,207.57
Health Insurance Coverage	18	Cost of Child's Health Insurance Premium (Actual amount of the total health insurance premium attributable to the subject child, placed in the column of the providing parent.)	18	\$215.00	
	19	Each Parent's Share of the Child's Health Insurance Premium (Line 18A or B multiplied by each parent's line 9.)	19	\$57.96	\$157.04
*Other Expenses	20	*Extraordinary Extracurricular Activities and School Expenses (Basic extracurricular activities and school expenses are included in the Schedule of Basic Child Support Obligation. Total cost entered in 20C. Then, to determine each parent's share, multiply 20C by each parent's line 9.)	20	\$0.00	\$0.00
	21	*Child Care Expenses *(Total cost entered in 21C. Then, to determine each parent's share, multiply 21C by each parent's line 9.)	21	\$53.92	\$146.08
		Child Support Obligation (If insurance is being provided by the parent who is also the obligor, then the obligee's share of health insurance from line 19 is subtracted from obligor's line 17, unless obligee's net income (line 2 or 3) is less than 133% of the Federal Poverty Guidelines, with the resulting amount appearing at right. If insurance is being provided by the parent who is the obligee, then amount at right will be line 17. The obligor's share of the health insurance from line 19 will appear below and is ultimately added to the obligation.)		\$0.00	\$1,207.57
		Health Insurance Obligation (If insurance is being provided by the parent who is the obligee, then amount at right will be his/her line 19 and is ultimately added to the obligation, unless the obligor's net income (line 2 or 3) is less than 133% of the Federal Poverty Guidelines. If insurance is being provided by the parent who is the obligor, then the obligee's share of health insurance from line 19 is subtracted from obligor's line 17 with the resulting amount appearing as the Child Support Obligation and the number at right will be zero.)		\$0.00	\$157.04

Calculation completed: 05-30-2023

*Although depicted above, items listed in the Other Expenses section (Extraordinary Extracurricular Activities and School Expenses and Child Care Expenses) are NOT included in the amounts shown as Child Support Obligation or Health Insurance Obligation. The court, in its discretion, may order either or both parents to contribute to these Other Expenses.

Please note: Requested support amounts shown above are estimates and may differ from the amount adjudicated by the court, which are updated with the most current information.

Shared Physical Care Support Obligation Worksheet

Exhibit 8

		# of children for whom support is sought: 3		A	B	C	
		Parent A	Parent B	Combined Total			
Determination of Net Monthly Income	1	Gross Monthly Income from All Sources (Includes maintenance received if established prior to 2019 and social security dependent benefits for subject child paid on behalf of the retired/disabled parent, less maintenance paid/payable if established prior to 2019; excludes means tested benefits (e.g., TANF, SSI, SNAP, etc.) and benefits/income received for non-subject child.)		1	\$12,599.00	\$4,664.00	
	2	Standardized Net Income (Using Standardized Net Income Conversion Table)		2	\$8,837.00	\$3,618.00	
	3	Individualized Net Income (Requires joint stipulation or court determination)		3			
	4	Maintenance received if established after January 1, 2019, or by agreement of the parties		4	\$0.00	\$0.00	
	5	Maintenance paid/payable if established after January 1, 2019, or by agreement of the parties		5	\$0.00	\$0.00	
	6	Multi-Family Adjustment with Order: (Amount paid pursuant to the terms of the order.) 0 child(ren) for Parent A 0 child(ren) for Parent B		6	\$0.00	\$0.00	
	7	Multi-Family Adjustment without Order: (Lesser of amount paid or 75% of the support that should be paid based solely on requesting parent's income.) 0 child(ren) for Parent A 0 child(ren) for Parent B		7	\$0.00	\$0.00	
	8	Adjusted Net Income (Add each parent's line 4 to line 2 or 3, then subtract line 5, line 6, and/or line 7 from that sum to determine his/her adjusted net monthly income to be used in the following steps. Next, add 8A and 8B to determine 8C.)		8	\$8,837.00	\$3,618.00	\$12,455.00
Computation of Basic Child Support Obligation	9	Each Parent's Percentage Share of Adjusted Net Income (Each parent's line 8 divided by 8C.)		9	70.95%	29.05%	
	10	Basic Child Support Obligation Based on Combined Adjusted Net Income (Using 8C, find the corresponding combined net income on the Schedule of Basic Child Support Obligations.)		10			\$3,274.00
	11	Each Parent's Contribution toward the Basic Child Support Obligation (Line 10C multiplied by each parent's line 9.)		11	\$0.00	\$0.00	
Shared Physical Care	12	Shared Physical Care Support Obligation (Line 10C multiplied by 1.5.)		12			\$4,911.00
	13	Each Parent's Share of the Shared Physical Care Support Obligation (12C multiplied by each parent's line 9.)		13	\$3,484.35	\$1,426.65	
	14	Number of Overnights per Year with the Child		14	183	182	365
	15	Percentage of Time with Each Parent (Each parent's line 14 divided by 14C.)		15	50.14%	49.86%	

Shared Physical Care Support Obligation
Worksheet

Exhibit 8

			A	B	C
			Parent A	Parent B	Combined Total
Shared Physical Care	16	Each Parent's Calculated Shared Care Child Support Obligation (Multiply each parent's line 13 by the other parent's line 15.)	16	\$1,737.30	\$715.32
	17	Resulting Shared Care Child Support Obligation (Subtract Lesser of 16A or 16B from the Greater of 16A or 16B. Enter the difference in the column of the greater value from line 16.)	17	\$1,021.98	\$0.00
Health Insurance Coverage	18	Cost of Child's Health Insurance Premium (Actual amount of the total health insurance premium attributable to the subject child, placed in the column of the providing parent.)	18		\$161.25
	19	Each Parent's Share of the Child's Health Insurance Premium (Line 18A or B multiplied by each parent's line 9.)	19	\$114.41	\$46.84
*Other Expenses	20	*Extraordinary Extracurricular Activities and School Expenses (Basic extracurricular activities and school expenses are included in the Schedule of Basic Child Support Obligation. Total cost entered in 20C. Then, to determine each parent's share, multiply 20C by each parent's line 9.)	20	\$0.00	\$0.00
	21	*Child Care Expenses *(Total cost entered in 21C. Then, to determine each parent's share, multiply 21C by each parent's line 9.)	21	\$106.43	\$43.58
		Child Support Obligation (If insurance is being provided by the parent who is also the obligor, then the obligee's share of health insurance from line 19 is subtracted from obligor's line 17, unless obligee's net income (line 2 or 3) is less than 133% of the Federal Poverty Guidelines, with the resulting amount appearing at right. If insurance is being provided by the parent who is the obligee, then amount at right will be line 17. The obligor's share of the health insurance from line 19 will appear below and is ultimately added to the obligation.)		\$1,021.98	\$0.00
		Health Insurance Obligation (If insurance is being provided by the parent who is the obligee, then amount at right will be his/her line 19 and is ultimately added to the obligation, unless the obligor's net income (line 2 or 3) is less than 133% of the Federal Poverty Guidelines. If insurance is being provided by the parent who is the obligor, then the obligee's share of health insurance from line 19 is subtracted from obligor's line 17 with the resulting amount appearing as the Child Support Obligation and the number at right will be zero.)		\$114.41	\$0.00

Calculation completed: 10-02-2023

*Although depicted above, items listed in the Other Expenses section (Extraordinary Extracurricular Activities and School Expenses and Child Care Expenses) are NOT included in the amounts shown as Child Support Obligation or Health Insurance Obligation. The court, in its discretion, may order either or both parents to contribute to these Other Expenses.

Please note: Requested support amounts shown above are estimates and may differ from the amount adjudicated by the court, which are updated with the most current information.

Exhibit 9



BANK CUSTOMER SERVICE CENTER
P.O. Box 182051
Columbus, OH 43218-2051

Questions?

1-630-961-1011

We accept operator relay calls



17648 SDB 111 001 15822 YNNNNNNNNNNN SDBFN 781420
THOMAS T NEAL
929 SPINDLETREE AVE
NAPERVILLE IL 60565-2885

June 06, 2022



15753370010011764800107000020

Account number ending in: 7594
Invoice date: June 06, 2022
Rental period: 07/29/22 to 07/29/23
Box number: 4447
Box size: 03 X 05
Due date: July 29, 2022
Balance due: \$0.00

*Corners of
Hobson / Naper Blvd*

Update: Here's information about your safe deposit box annual renewal

Dear THOMAS T NEAL:

Thank you for renting a safe deposit box with us. If your balance due is \$0, you don't need to take any action.

If you do owe us a balance, please mail a check payable to Chase using the enclosed payment coupon and return envelope. You can also visit any Chase branch with your payment coupon and a check. If we don't receive your payment within 30 days after the due date, your rent will be considered past due.

LC-SDBFN 04/21
© 2021 JPMorgan Chase & Co.

Please detach and return bottom portion with your payment

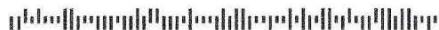
ACCOUNT NUMBER: 0000000001000003767594

TOTAL AMOUNT DUE
PAYABLE UPON RECEIPT **\$0.00**

Please make check payable to Chase.

Amount Enclosed \$

901110005620044470606220000000210000003767594



SAFE DEPOSIT BOX CENTER
P O BOX 732636
DALLAS, TX 75373-2636

151110802210000003767594

Notes

marioneal628@gmail.com <marioneal628@gmail.com>

Wed 11/16/2022 1:02 PM

To:'Bill Cherny' <bill@chernylaw.com>

0 3 attachments (779 KB)

Charles Schwab 2.pdf; Charles Schwab.pdf; 2022-11-16_112138.pdf;

Hola Bill,

Over the past few days, I have been going through all of his files. All current financial statements he has taken with him. He is very organized and has folders for his investments and bank statements. Unfortunately, all folders from the past two years are gone.

The only thing I could find in one of the folders was a bill for a safety box. I was not aware that he had one. I wonder how long he has had it and what he has in there.

Things to keep in mind:

1. The house in Des Plaines, IL, is under his name since like I said, we could not get married legally. Also, I was undocumented and was not able to get a loan. However, I was part of paying it off and investing thousands in repairs and improvements. He had mentioned to me that he would add me to the title once we got married. Well, it never happened. There is no loan on the house. We paid like \$130,000 because it needed major remodeling. After a few years of living there, his parents paid off the loan. Not sure what agreement was made with them. That was the same with our current house.
2. Since we moved out of the house in March of 2018, it has been rented. He has been collecting around \$2,000 per month. However, he has not reported that income to the IRS.
3. His parents had pushed our kids to attend a catholic school after they learned that the kids would be going to Scott Elementary. They claimed that because of the students' racial makeup, the kids would not thrive. Like when Tom's sister was dating an African male, she was told that our current times were not ready for those types of relationships. We decided to move to Naperville for the schools, so I wanted them to attend the local public schools. Given my pushback, his parents said they would pay for the private school's tuition if they attended one. So that was the initial agreement when we moved here in 2018. I am not sure what agreement they have, but I feel they are paying for it.
4. Tom has been able to save so much because his parents have financially supported him throughout his whole life. For example, three years ago, his mom bought a new car every four years and gave her old car to Tom.
5. Due to the nature of his job. He has been able to accumulate over a million miles with United Airlines. This is the same with several hotel chains.
6. When our current house was purchased, he wanted me to sell all my investments to buy the house. He had claimed he didn't have money saved and would have to get a loan from his parents for the rest. I ended up handing him \$410,955.60 towards the \$600,00 cost of the house. This wipes out all my savings except my retirement accounts. The 400k came from three settlements I got after being in car accidents—college tuition grants. I was undocumented when I went to college. Since I didn't have a Social Security Number, I could not get a loan. Therefore, I depended on the grants and scholarships I applied for to pay for school. Also, I bought a house in CA with money saved from working every summer while in college. I bought it for \$70,000 and sold it for \$189,553.60 to my sister in 2017.
7. Over the past four years, I have paid over \$20,000 in immigration legal fees. During the past two years, when we would take vacations, he would use miles for hotels and flights, and I was asked to use my money to pay for all the other expenses. We mainly went skiing, so tickets and food took a significant portion of my money. All this time, he has been able to keep saving his money while I was in debt.

Gracias,

Mario

IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, WHEATON, ILLINOIS

IN RE THE MARRIAGE OF:

1200
1500
2000
2500 X 5 vs.
3000

THOMAS NEAL,

Plaintiff,

)
)
)
)
)
No. 2022 DC 915

MARIO NEAL,

Defendant.

FILED

DEC 07, 2023 01:38 PM

Andrea Adams

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

AGREED ORDER

This cause coming on to be heard by agreement of the THOMAS NEAL and MARIO NEAL, the Court having jurisdiction over the parties and subject matter hereto and being fully advised in the premises,

IT IS HEREBY ORDERED:

1. On a temporary basis, commencing on January 1, 2024 and on the first of each month thereafter until further order of court, THOMAS shall pay directly to MARIO monthly guideline child support of ~~XXXX~~ \$856.11. Said child support payment includes a ~~XXXX~~ contribution ~~XXXX~~ \$114.34 by THOMAS to the children's monthly health insurance premiums.

2. ~~THOMAS's request for temporary maintenance is hereby voluntarily withdrawn.~~

3. On a temporary basis and until further order of court, the parties shall divide the following expenses such that THOMAS is responsible for ~~XXXX~~ and MARIO is responsible for ~~XXXX~~ of same:

~~XXXX~~
66%

- a. Homeowner's association dues associated with 929 Spindletree;
- b. Homeowner's insurance premiums associated with 929 Spindletree;
- c. Real estate taxes associated with 929 Spindletree;

d. The children's extracurricular expenses, for all extracurricular

activities the children are presently enrolled

~~in~~ and agreed upon future extra curricular

Exhibit 10

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE
COUNTY, ILLINOIS

THOMAS NEAL	Petitioner/Counter- Respondent,)
And) 2022DC000915
MARIO NEAL	Respondent/Counter- Petitioner.) Judge Louis B. Aranda

MOTION TO INVESTIGATE ATTORNEY CHUCK ROBERTS FOR THREATENING CONDUCT

COMES NOW, Mario Neal, the Respondent/Counter-Petitioner, proceeding pro se in the above-captioned matter, and respectfully moves this Honorable Court to initiate an immediate investigation into the threatening conduct of Attorney Chuck Roberts, the legal representative for the Petitioner/Counter-Respondent, Thomas Neal. The details of this motion are set forth herein:

I urgently bring to your attention a deeply disturbing incident involving Mr. Chuck Roberts. I am gravely concerned about the appalling conduct displayed by Mr. Roberts, and I implore you to take immediate and decisive action to address this matter.

During a negotiation outside the courtroom on December 7th, 2023, regarding a proposed order, Mr. Roberts engaged in entirely inappropriate behavior that crossed the line into explicit threats and manipulation. His conduct was not only morally reprehensible, but it has the potential to cause severe harm to the emotional well-being and stability of our children, LN, AG, and JN.

Without any regard for the damaging impact on our children, Mr. Roberts explicitly threatened to inform them that I intentionally obstructed their participation in extra-curricular activities if I did not agree to cover the associated costs. This manipulative ploy, aimed at turning our children against me and tarnishing my relationship with them, is not only irresponsible but deeply troubling.

I urge the court to recognize the urgent need to undertake a comprehensive and immediate investigation into Mr. Roberts' threatening conduct. It is imperative to safeguard the well-being of our children and preserve the integrity and professionalism of the legal system.

Exhibit 10

Furthermore, I urge the court to consider the following legal authorities in initiating a comprehensive and impartial investigation:

1. Illinois Rules of Professional Conduct Rule 3.4: Prohibiting attorneys from threatening or causing harm to opposing parties.
2. Illinois Supreme Court Rule 131: Governing attorney discipline and allowing the court to investigate and take appropriate disciplinary action.
3. Illinois Code of Civil Procedure Section 2-1003: Outlining ethical standards for attorneys in civil proceedings.
4. Model Rules of Professional Conduct Rule 8.4: Prohibiting attorneys from engaging in conduct prejudicial to the administration of justice.
5. American Bar Association Formal Opinion 03-431: Emphasizing the need for respectful and professional communication during negotiations.

In light of the egregious nature of Mr. Roberts' behavior, I implore the court to appoint an independent body or investigator to oversee this investigation, ensuring an impartial assessment of the incident. The urgency of this matter cannot be overstated, as every moment that passes risks further harm to our children and the integrity of the legal process.

It is my sincere hope that the court will act swiftly and decisively in addressing this issue. The emotional well-being and stability of our children are at stake, and it is the duty of the court to protect their best interests. I respectfully request frequent updates on the progress of this case, as the urgency of this matter cannot be overstated.

Sincerely,

Mario Neal

Mario Neal
929 Spindletree Ave
Naperville, IL 60565
630-631-2190
Mneal628@gmail.com

Exhibit 10

CERTIFICATION

CERTIFICATION Under penalties as provided by law pursuant to §1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Mario Neal

Mario Neal