

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND)
THE PAUL R. DULBERG REVOCABLE)
TRUST)

Plaintiffs,)

vs.)

KELLY N. BAUDIN A/K/A BAUDIN &)
BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/ A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/KJA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/KIA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, RAPHAEL E YALDEN II,)
A/KJA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, ADR SYSTEMS OF)
AMERICA, LLC., ASSUMED NAME ADR)
COMMERCIAL SERVICES, ALLSTATE)
PROPERTY AND CASULTY INSURANCE)
COMPANY)

Defendants.

CASE NO. 2022L010905

**PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY'S AFFIRMATIVE DEFENSES**

Now Comes Plaintiff Paul Dulberg, by and through his attorney Alphonse A. Talarico, and for his Reply states as follows:

1. Following the December 8, 2015 Binding Mediation, Plaintiff Dulberg executed a Release Of All Claims that fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

1. Plaintiff admits that he executed a document that purports to be a "Release of All Claims" but denies that said document fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

2. The Release Of All Claims specifically provides that it shall apply to all unknown and unanticipated injuries and damages resulting from the June 28, 2011 accident.

2. Plaintiff replies that the document speaks for itself and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

2. Pursuant to the Release Of All Claims, Allstate paid Plaintiff Dulberg's Estate \$300,000, the maximum award provided for in the Binding Mediation Agreement, Exhibits 6B and 11 of the Complaint.

2.[sic] Plaintiff replies that the document speaks for itself, Plaintiff objects to Affirmative Defense 2.[sic] as it requests a legal conclusion and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

3. The release bars the claims in Count 5 against Allstate.

3. Denied.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Respectfully submitted,

By: /s/ Alphonse A. Talarico

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Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST