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IRIS Y. MARTINEZ
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG)
REVOCABLE TRUST,)

Plaintiffs,)

v.)

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/k/a Yalden, Olsen & Willette Law Offices;)
CRAIG A WILLETTE a/k/a Yalden, Olsen &)
Willette Law Offices; RAPHAEL E YALDEN)
II a/k/a Yalden, Olsen & Willette Law Offices;)
ADR SYSTEMS OF AMERICA, LLC,)
assumed name ADR Commercial Services;)
ALLSTATE PROPERTY AND CASUALTY)
INSURANCE COMPANY,)

Defendants.)

Case No. 2022 L 010905

DEFENDANT ADR SYSTEMS OF AMERICA, LLC’S
REPLY IN SUPPORT OF ITS SECTION 2-615 MOTION TO DISMISS

Defendant ADR Systems of America, L.L.C. (“ADR”), for its Reply in support of its
Section 2-615 Motion to Dismiss, makes the following brief comments concerning Plaintiffs’
Response:

1. In their Response, Plaintiffs first assert without explanation that “ADR misstates
and misinterprets the clear meaning of the allegations contained in Plaintiffs’ Complaint,” then
offer three paragraphs summarizing their breach of contract claim, and close by repeating verbatim
“Count 4” of their Complaint. Simply stated, Plaintiffs fail to offer any legal or factual basis why

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the Court should not grant ADR's Motion and dismiss Count 4 with prejudice for failure to state a claim.

2. In Paragraphs 2 and 3 of the Response, Plaintiffs claim, in substance, that the Trustee¹ who controlled Dulberg's Injury Claim was not truthful when he informed the Bankruptcy Court that Dulberg was a poor witness, that Dulberg did not want to go to trial on his Injury Claim, and that Dulberg wanted to enter into the ADR Binding Mediation Agreement. Whether the Trustee was truthful with the Bankruptcy Court, which approved the Trustee's entering into a Binding Mediation Agreement with ADR, is irrelevant to the issue of whether ADR breached that Binding Mediation Agreement (which the Trustee's special counsel signed).

3. Likewise, whether the signature on the Binding Mediation Agreement is actually Dulberg's or whether Dulberg sat in ADR's waiting room during the mediation (*see* Response, Paragraph 4) are of no moment. Judge Etchingham (ret.) heard the evidence and entered an award of \$561,000 in Dulberg's favor. The parties' application of the \$50,000-\$300,000 high/low agreement to that award was consistent with the Binding Mediation Agreement and the Bankruptcy Court's order.

4. In sum, the Complaint admits (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint (Complaint ¶ 94), (ii) a binding mediation dispute was presented to ADR for resolution, (iii) Dulberg was present at ADR when the binding mediation occurred, and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which award the parties accepted.

¹ Defined terms set forth in this Reply have the same meaning as the defined terms in ADR's motion.

5. Plaintiffs' Response confirms the obvious – the Complaint lacks any legitimate allegation to support a claim that ADR materially breached the Binding Mediation Agreement, and Count 4 should, therefore, be dismissed for failure to state a valid cause of action.

6. ADR emphasizes that the dismissal of the Complaint as to ADR should be **with prejudice** because no basis exists by which Dulberg can remedy the defects in Count 4.

Respectfully submitted,

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman

One of Its Attorneys

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CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on May 9, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

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