

From: Paul Dulberg Paul_Dulberg@comcast.net 
Subject: Baudin & Baudin fee agreement for exhibit - Not Bates numbered
Date: December 6, 2022 at 11:25 AM
To: Alphonse Talarico contact@lawofficeofalphonsetalarico.com
Bcc: Paul Dulberg Paul_Dulberg@comcast.net, Tom Kost tkost999@gmail.com



2015-09-22_Ba
udin Fe...ent.pdf

FEE AGREEMENT

I, Paul Dulberg, hereby agree to retain and employ BAUDIN & BAUDIN, an association of attorneys, to prosecute and/or settle all suits and claims for damages, which may include personal injuries and property damage, against responsible parties, including their insurance companies and my insurance companies, or any other responsible insurance companies, arising out of events which occurred on or about the 28th day of June, 2011, at or near 1016 W. Elder Avenue, McHenry, Illinois.

I agree to pay BAUDIN & BAUDIN as compensation for services (1) a non-refundable retainer fee of \$3,333.33; AND (2) a sum of money equal to one-third (1/3) of the gross amount realized from this claim by settlement prior to trial of this matter, OR, if this matter proceeds to trial, which is defined as any time after the final pre-trial conference with the Court has concluded, I agree to pay BAUDIN & BAUDIN as compensation for its services a sum of money equal to forty percent (40%) of the gross amount realized from such action. Should this matter conclude by way of settlement, negotiations, trial, arbitration or judgment in my favor, BAUDIN & BAUDIN agrees to reduce its percentage fee by an amount of \$3,333.33 as an offset for the non-refundable retainer fee; however, in no event will the \$3,333.33 be refunded to me once this agreement has been executed.

I realize, understand and agree that all expenses and costs related to my claim, such as medical expenses for my/our care and treatment and related costs such as costs for obtaining medical records and bills, as well as court costs, including filing fees, costs of depositions, costs of experts, etc. are my obligation and responsibility and shall be paid as those bills become due from time to time.

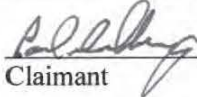
It is further agreed and understood that there will be no further charges for legal services over and above the \$3,333.33 non-refundable retainer fee by BAUDIN & BAUDIN (with the exception of the aforesaid expenses and costs referred to in paragraph 3) unless recovery is made in this claim, and that no settlement will be made without the consent of the claimant(s).

I hereby authorize and direct that BAUDIN & BAUDIN is authorized to endorse and deposit any proceeds received in regard to the aforesaid claim herein, and to disburse those funds for purposes of client payments, resolution of liens, reimbursement of costs advanced, and attorney's fees.

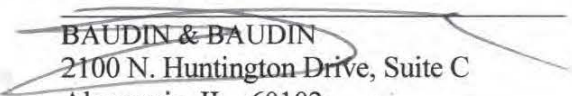
This cause was not solicited either directly or indirectly from me/us by anyone. This agreement is being executed with duplicate originals.

Signed this 22nd day of September, 2015, and copy received by claimant(s) or claimant(s)'s representative.

Claimant



Claimant


BAUDIN & BAUDIN
2100 N. Huntington Drive, Suite C
Algonquin, IL 60102
847.658.5295 FAX: 847.658.5015

Revised 9/2015