

From: Alphonse Talarico contact@lawofficeofalphonsetalarico.com 
Subject: Draft Complaint
Date: December 7, 2022 at 6:37 AM
To: Paul Dulberg pdulberg@icloud.com, Paul Dulberg Paul_Dulberg@comcast.net

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Complaint IL
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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/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 CASULTY INSURANCE
COMPANY

Defendants.

CASE NO. _____

PLAINTIFFS' COMPLAINT AT LAW

Plaintiffs, PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, by and through their attorney, Alphonse A. Talarico, for their Complaint against Defendants, 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., ADR COMMERCIAL SERVICES, ALLSTATE INSURANCE COMPANY, states as follows:

NATURE OF THE CASE

1. This is an action against Defendants 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., for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

2. This is an action against Defendants 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, for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

3. This is an action against Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES for **BREACH OF A WRITTEN CONTRACT.**

4. This is an action against Defendant ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY for **BREACH OF A WRITTEN CONTRACT.**

. In this action, Plaintiffs seek in excess of \$50,000.01 from each named defendant.

PARTIES

5. Plaintiffs are PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST. Paul R. Dulberg is an Illinois resident whose address is 4606 Hayden Court, McHenry Illinois 60051. The Paul R. Revocable Trust of which Paul R. Dulberg and Thomas W. Kost are Co-Trustees is an Illinois Revocable Thrust whose address is 4606 Hayden Court, McHenry Illinois 60051.

6. Defendants are:

A) KELLY N. BAUDIN is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. She is also the President and Agent for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry

Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

B) WILLIAM RANDAL BAUDIN II is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. He is also the Secretary for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

C) KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., is an Illinois Domestic Company with an assumed name of THE BAUDIN LAW GROUP, LTD. With an address of 304 South McHenry Avenue, Crystal Lake, Illinois 60014, and Registered Agent Kelly N. Baudin 304 South McHenry Avenue, Crystal Lake, Illinois 60014.

D) JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2021 with a registered address of 1837 National Avenue, Rockford, Illinois 61103.

F) RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2013 with a registered address of 1505 National Avenue, Rockford, Illinois 61103.

G) ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, is an Illinois Domestic LLC with a principal office address of 20 North Clark Street

29th Floor, Chicago, Illinois 60602. The registered agent is Marc J. Becker 20 North Clark Street, Suite 2900, Chicago, Illinois 60602.

H) ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY is an Illinois Domestic Dividing Stock Insurance Company pursuant to the Illinois Insurance Code 215 ILCS 5/35B-20 Type P&C Domestic Stock. Its address is 3100 Sanders Road, Suite 2100, Northbrook, Illinois 60062. Its Parent Company is THE ALLSTATE CORPORATION. Its registered agent is CT CORPORATION SYSTEM, 208 SOUTH LASALLE STREET SUITE 814, CHICAGO, ILLINOIS 60604.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction for each Defendant as follows:

7a. KELLY N. BAUDIN pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7b. WILLIAM RANDAL BAUDIN II pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7c. KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., pursuant to 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7d. JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7e. CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7f. RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7g. ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7h. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(b)(4).

8. This Court has subject matter jurisdiction pursuant to The Constitution of the State of Illinois, Article VI The Judiciary, Section 9. Circuit Courts-Jurisdiction because legal malpractice, fraud and breach of contract matters committed within the State of Illinois.

9. Venue is proper pursuant to 735 ILCS 5/2-101(1) because Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES is a “resident “ of Cook County, Illinois and 735 ILCS 5/2-101(2) because the fraudulent Binding Mediation Agreement was created and the Binding Mediation Hearing was conducted in Cook County, Illinois.

STATEMENT OF FACTS

10. On or about October 2, 2014 PLAINTIFF Paul R Dulberg began calling the office of Randy Baudin Sr. multiple times, but nobody called back until December of 2014.

11. On or about September 22, 2015 Plaintiff Paul R Dulberg along with his mother Barbara Dulberg and brother Tom Kost went to meet with Randy Baudin Sr., and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at the office of Randal Baudin Sr. to discuss possible representation.

12. Upon entering the office of Randy Baudin Sr. Dulberg on September 22, 2015 Plaintiff met with a receptionist who called herself Myrna and she introduced Dulberg to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin, attorneys of the firm.

13. When Barbara Dulberg inquired about Randy Baudin Sr, she was told that he was not available, not real active these days but doing okay.

14. A meeting took place on September 22, 2015 between Plaintiff Dulberg, Barbara Dulberg, Tom Kost and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin

& Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., located at 304 McHenry Ave., Crystal Lake, Illinois 60014.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their opening meeting that he intended/required that they were willing to take the case to trial.

18. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin agreed to take the case to trial if necessary.

19. Plaintiff Dulberg hired Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin to represent him in prosecuting his claims in the pending case designated as 12 LA 178 and that the case was an asset of the Bankruptcy Estate Bk No.:14-83578.

20. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) cross-claim that would have determined liability for the remaining defendant.

21. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) Interrogatories that may have determined liability for the remaining defendant.

22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.:14-83578.

23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

24. On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Kelly and I would like speak with you and your mom Monday night at 630"

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text

message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."

27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"

28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."

29. On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.

30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"

31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking

our recommendation as to the binding mediation?"

32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow"

33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh

Please answer this in the morning How are costs and attorney fees handled in binding

arbitration? Do they come out of the award or are they in addition to the award like a

trial?"

34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text

message to Plaintiff Dulberg stating "Both Handled the same as trail."

35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are

awarded separate from the award or do they still come out of the 300k cap?"

36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text

message to Plaintiff Dulberg stating If at trial and win 300 max Costs not above that.

Same as mediation. We can ask for judge to award costs in both. Up to judge to

award. Also costs mean filing fee service fee. Not the costs like experts bills.

37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"

38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."

39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

• On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers say that it is the best that you do the binding mediation. We are deciding this based on

facts and odds as to give you the best outcome. It appears to me that you are still looking for some justification or rationalization to carry on as if it will make it better. It won't. This will give you the best possible outcome."

41. On July 19, 2016 at 1:46 PM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "Randy, Yes arbitration is appealing because it saves a few thousand dollars and maybe a few years but I don't like the idea of being blindly boxed in on their terms alone without any assurances as to your fees, medical expenses or even what we spent out of pocket in costs to get here. I want some assurances/concessions on their part prior to walking in or it's no deal. Going in blind with no assurances, I can't help but to feel like a cow being herded thinking its dinner time but it's really slaughter time. They need to give somewhere prior to arbitration or it's a good indication as to how they will negotiate once we start. In other words, if they won't concede anything prior to arbitration then they won't negotiate or concede anything once the arbitration starts and if that's the case, what's the point. We need something to show they are sincere in trying to resolve this. Up the lower limits from 50k to 150k, concede on the medical portion, out of pocket expenses, attorneys fees or how about just resolving their portion and leave their chainsaw wielding idiot open to

defend himself in this lawsuit. Perhaps they can give on something I haven't thought of yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter and I'll agree To do it"

42. On July 19, 2016 at 4:28 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "So sorry your texts come in out of order. Binding mediation or no."

43. On July 20, 2016 at 11:44 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "All right, Kelly called and we have Cole show Sean in the next hour or so. Kelly had promised her we were calling yesterday, they have to know what's going on and make arrangements regarding additional counsel. Again, as your attorneys we are strongly urging you to participate in the binding mediation. It is your best opportunity for the greatest possible recovery and the guarantee that you would at least walk away with something if you got 0. Again, this gives us the most control of the situation."

44. On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to

Plaintiff Dulberg stating "Yes binding mediation?"

45. On July 20, 2016 at 1:24 PM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "Randy, I truly appreciate yours and Kelly's honest advice and

I hope I continue to receive it in the future. Please don't take this personal because it's

not. I value everything you have to offer more than you know. I will be moving forward

with litigation at this time. However, should Allstate consider a full settlement with no

strings attached in the future so they can save the cost of litigation or a humiliating

defeat I'm not opposed to entertaining it and most likely will accept it. This is too

important to me and my family. I just cannot give up the protections of a public trial with

the possibility of review should something be handled wrongly in the hopes of saving a

few thousand dollars and time. Thank you both for your honest advice now let's move

forward together and enjoy winning this case together."

46. On August 16, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant

W. Randall Baudin II stating "Randy, I have to ask again, why is it wise to agree to

mediate before permanent disability is determined by social security since the

permanent disability rating would be a large factor in determining what the insurance

adjuster is willing to give? Both mom and myself need a real answer to this question"

- On September 6, 2016, Megan G. Heeg filed a "MOTION TO APPROVE ATTORNEYS FEES AND COSTS AS AN ADMINISTRATIVE CLAIM"

"2. Previously, Megan G. Heed, had been the Chapter 7 case Trustee of the above-referenced case, but this case was recently assigned to a new trustee."

"3. The employment of the law firm Ehrmann Gehlbach Badger Lee & Considine, LLC was approved by the Court on May 27, 2015."

"8. The time period covered by this application is from November 26, 2014 through September 28, 2016."

* Add exhibit - MOTION TO APPROVE ATTORNEYS FEES AND COSTS AS AN ADMINISTRATIVE CLAIM

- On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF W.RANDALL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) and 5002 TO EMPLOYEE BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE".

* Add exhibit - should we use the Bankruptcy Clerks file (update PDF viewer) or what I believe to be the affidavit (Afidavit.Dulberg 14 83578.pdf) as the exhibit?

The affidavit is an agreement between the bankruptcy trustee and the Baudin Law Group, Ltd. signed by W. Randall Baudin on behalf of the Baudin Law Group.

Section 1 states:

"I am a member of the law firm of Boudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd. with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

Section 5 of the affidavit states:

"To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14), and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtor's pre-petition with respect to the subject personal injury claim."

Section 6, part A states:

"My firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment."

Section 6, part D states:

"No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties of interest."

Section 6, part E states:

"All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues."

Section 6, part F states:

"The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted."

- In October, 2016 W. Randal Baudin II and Kelly Baudin informed Dulberg that the binding mediation process will take place even though Dulberg does not approve of the process and refused to sign the arbitration agreement. W. Randal Baudin II and Kelly Baudin informed Dulberg that the bankruptcy judge had the authority to order the

process into a binding mediation agreement without Dulberg's consent, and the judge had already ordered the case into binding mediation.

* Pin down date to when Dulberg was informed and move this section to the appropriate place in the timeline of this complaint.

- On October 4, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court.

* Add exhibit - File stamped Notices & Motions from bankruptcy clerks file and add the date to the previous line and place appropriately in the timeline within this complaint. Non file stamped Notices found in Dulberg 001883, Dulberg 006510.

- On October 4, 2016 Dr Craig Phillips issues report.

On page 1 Dr Craig Phillips writes:

"... He states he is not sure of the exact date, but on the date in question he was holding a tree branch at his neighbor's house to help David, his neighbor's son, cut the tree branch with a chainsaw. He stated he was holding a pine tree branch, which was a few inches thick, still attached to the tree and while David was cutting the branch, he inadvertently cut Mr. Dulberg's right forearm."

On page 6 Dr Craig Phillips writes:

"Dr. Talerico:

According to the medical records from MidAmerica Hand to Shoulder, Mr. Dulberg was seen by Dr. Talerico on December 2, 2011. His history is a 41-year-old male, right hand dominant, referred by Dr. Levin, MD, neurologist, for evaluation of an injury sustained to the right medial forearm in June 2011.

He was using a chainsaw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle."

- On October 18, 2016 at 10:50 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Hi Randy, since we haven't received the IME report in 10 days as the Dr stated we would, I'd like to move back the date of the mediation thingy I'm being forced into so we have more than only a few weeks to deal with whatever the report may show. At least 2-3 months should do it considering the defense has already had the treating Dr's reports and depositions for months and years already. Let me know"

- On October 21, 2016 at 1:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Hi Randy, looks like that board certified dr is quite the fabricator. He Should have a degree in creative writing rather than Dr.ing. Wish we had videotaped that because I'd post the video on the web right along side his report and let his patients see what he really is"

- On October 21, 2016 at 1:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Myrna said your forwarding the report to dr Kujawa. That's good but I don't think we need it to prove Phillips an outright liar who can't pay attention to details. Hmmm... Makes me wonder who the hell passed him in med school"

- On October 21, 2016 at 1:58 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Where did he come up with that line that the branch was still attached to the tree?"

- On October 21, 2016 2:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"That's not from anyone's deposition and you were there so you know I gave absolutely no details other than to say that basically a man walked over and used a chainsaw on me."

- On October 21, 2016 at 2:03 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"He has quite the imagination claiming I said any of the crap in his report"

- On October 21, 2016 at 2:05 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I have to look up what board certified Phillips because they deserve to know what a liar this guy is."

- On October 21, 2016 at 2:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Ok enough ranting for now. Let's get together and go over this report"

- On October 21, 2016 at 2:08 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"While the memories are still fresh"

- On October 21, 2016 at 2:15 PM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:

"Why write a history at all if it's all fabricated? Why say I told him stuff when I did not? Why Lie? This is about as unprofessional as it gets. Phillips should be made an example of. Sure you don't want the chance to cross examine this guy? I sure do"

- On October 31, 2016 Trustee Olsen appeared before the Honorable Thomas M. Lynch in the Northern District of Illinois, Western Division, US Bankruptcy Court and the following occurred:

* Add exhibit - Report of proceedings.

"MR. OLSEN: Good morning, Your Honor. Joseph Olsen, trustee. This comes before the Court on two motions. One is to authorize the engagement of special counsel to pursue a personal injury litigation, I think it's in Lake County, involving a chainsaw accident of some sort. And then, presumably, if the Court grants that, the second one is to authorize the estate to enter into -- I'm not sure what you call it, but binding mediation. But there's a floor of \$50,000, and there's a ceiling of \$300,000.

And I guess I've talked with his attorney. He seems very enthusiastic about it. There may be some issues about the debtor being a good witness or not, I guess. It had to do with a neighbor who asked him to help him out with a chainsaw, and then I guess the neighbor kind of cut off his arm, or almost cut

off his arm right after that. There's some bitterness involved, understandably, I guess.

But I don't do personal injury work at all, so I'm not sure how that all flows through to a jury, but he didn't seem to want to go through a jury process. He liked this process, so...

THE COURT: Very well. Mr. Olsen, first of all, with regard to the application to employ the Baudin law firm, it certainly appears to be in order and supported by affidavit. Their proposed fees are more consistent with at least what generally is the market than some of the fees you and I have seen in some other matters. One question for you: Have you seen the actual engagement agreement?

MR. OLSEN: I thought it was attached to my motion.

THE COURT: Okay.

MR. OLSEN: If it's not, it should have been. It's kind of an interesting -- actually, this is kind of a unique one. The debtor actually paid them money in advance, and then he's going to get a credit if they actually win, which I guess enures, now, to my benefit, but that's okay. And there's a proviso for one-third, except if we go to trial, then it's 40 percent. So these are getting more creative by the PI bar as we plod along here, I guess, but...

THE COURT: It's a bar that's generally pretty creative. And my apologies. I saw the affidavit, but you did have the agreement attached, and one was in front of the other. And the agreement is just as you describe it. It appears to be reasonable, and so I'll approve the application. Tell me about this binding mediation. It's almost an oxymoron, isn't it?

MR. OLSEN: Well, I guess the mediators don't know there's a floor and a ceiling. I'm not sure where that comes from, but that's -- yeah. And whatever number they come back at is the number we're able to settle at, except if it's a not guilty or a zero recovery, we get 50,000, but to come back at 3 million, we're capped at 300,000.

THE COURT: Interesting.

MR. OLSEN: A copy of the mediation agreement should also be attached to that motion.

THE COURT: And I do see that. That appears to be in order. It's one of those you wish them luck

MR. OLSEN: I don't want to micromanage his case.

THE COURT: But that, too, sounds reasonable. There's been no objection?

MR. OLSEN: Correct.

THE COURT: Very well. I will approve -- authorize, if you will, for you to enter into the binding mediation agreement, see where it takes you.

MR. OLSEN: Thanks, Your Honor."

- On October 31, 2016 an order was issued by bankruptcy judge:
- * Add exhibits - File stamped ORDER TO EMPLOY SPECIAL COUNSEL and file stamped ORDER - authorized to enter into a "Binding Mediation Agreement"

"ORDER

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion for Authority to Enter into a "Binding Mediation Agreement", the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises: IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to enter into a "Binding Mediation Agreement" as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein."

- On October 31, 2016 at 10:41AM trustee Olsen sent an email to Randall Baudin II stating: "Randy- The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement"; Do you want the debtor to /s/ the form, or me as trustee? Let me know, thanks."

* Add exhibit: Dulberg Master File\Dulberg Emails 2020 August 19\Fwd Re Paul Dulberg 1483578 12LA178-2.pdf (Page 2)

- On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."

* Add exhibit: Dulberg Master File\Dulberg Emails 2020 August 19\Fwd Re Paul Dulberg 1483578 12LA178-2.pdf (Pages 1-2)

- In November, 2016 W. Randal Baudin II and Kelly Baudin told Dulberg that even though he does not want the binding mediation to take place, he should attend the hearing anyway because the judge will look down on a person that doesn't attend as if they are uninterested in their own case.

* Try and pin down when this conversation took place and add the date and place it in the timeline of this complaint in the appropriate place.

- On December 8, 2016, Dulberg attended the binding mediation with his mother, Barbara Dulberg, even though he did not agree to the process, did not want it to happen, and refused to sign any agreement or consent to the process.

- Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation and Dulberg believed the bankruptcy judge had the legal authority to make that decision without anyone else's consent. Dulberg believed this because W. Randall Baudin II told him it was true.

- At the ADR, when Paul Dulberg and Barbara Dulberg were sitting alone in a room waiting, Dulberg read a document left on the table. The document was written by Dr. Bobby L. Lanford, PhD.

Add exhibit: Dulberg Master File\Dulberg Gooch File\Dulberg UNDERLYING CASE DOCS\Files From Baudin's Office\Dr. Bob\Letter to Atty Baudin from Dr. Lanford 2.17.16.pdf

- The document contained this comment:

"... the McGuires - were also somewhat responsible by letting their son, Mr. Gagnon, use their chainsaw - a potentially dangerous tool - without enforcing the warnings and instructions available in the owner's manual."

- Towards the end of the Binding Mediation, the Mediator was informing Dulberg that he was finding in Dulberg's favor but wasn't going to make the award so high that a neighborhood war would break out and Dulberg would have to wait to find out the award amount.

- At that point some yelling started outside the room, to Dulberg and Barbara Dulberg it sounded like Kelly Baudin and Shoshan Reddington, Esq. (Allstate Defense Attorney).

- Dulberg continued to talk with the Mediator and W. Randall Baudin II quickly excused himself to deal with the yelling.

- Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry because she was informed they had a deal with prior counsel and the case would be settled for \$50,000.

- When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires - were also somewhat responsible ...".

Dulberg asked, Is that true?

W. Randall Baudin II looked and replied, That's what it says.

Dulberg replied, Mast fucking lied.

- On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Net Award of \$561,000

Add exhibit: Dulberg Master File\Dulberg Gooch File\Dulberg UNDERLYING CASE DOCS\Arbitration Award COMPLETED (00624716xB3A5A) (1).pdf

- W. Randall Baudin II called Dulberg to inform Dulberg of the award.

- W. Randall Baudin II spoke of the \$561,000 net award informing Dulberg that both he and Kelly thought they did good and unfortunately the cap of \$300,000 was in place but we think we did good.

- Dulberg replied, Yeah you two did good, real good and I thank both of you sincerely. I just can't help it, what I see here is a gift of \$261,000 given to those responsible for my injuries by Mast.

- W. Randall Baudin II responded, Oh god, you're going to sue Mast aren't you?

- Dulberg Replied, It's too much money lost and that guy caused my bankruptcy by lying. Yeah, I have to sue him. I don't have a choice. Want the Job?

- W. Randall Baudin II responded, We aren't that kind of lawyer, we don't do that.

- Dulberg asked, What kind of attorney do I need, what is it called?

- W. Randall Baudin II responded, What you need is called a legal malpractice attorney.

- Dulberg asked, Do you know one?

- W. Randall Baudin II responded, Call Myrna at the office tomorrow. She has the contact information on who we use for that.

- Dulberg was informed that the trustee would receive the \$300,000 award, but the money would not be issued unless Dulberg signed a document, which Dulberg signed in order to have the money issued to the bankruptcy trustee to pay his creditors.

- * Add exhibit: Find the Allstate release and add directory tree here.

- On December 21, 2016 at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Myrna says I'm to meet you in McHenry, when and where?"

- On December 21, 2016 at 11:16 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I'm just heading to Panera to meet with a client on the route 31. You're welcome to come in anytime and I can tell the gentleman I have to run out to the car and have you sign something I can meet you too at your car so come at your leisure I should be here for at least A half hour"

- On December 21, 2016 at 11:20 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Will be there in approx 15 min"

- On December 21, 2016 at 11:39 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"You here?"

- On December 21, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Here"

- On December 21, 2016 at 1:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Why would Allstate need a signed release when they agreed to let the arbitrator decide what is final and not this afterthought of an agreement?"

- On December 21, 2016 at 1:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Or I mean release?"

- On December 21, 2016 at 1:04 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"The arbitrator did not set these terms. Why are they modifying our original agreement"

- On December 21, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"That's just typically what they do is have the release even though there's an award. I have a call into Gooch he's in depositions"

- On December 21, 2016 at 1:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Ok, but don't send in that document till we get this worked out. As of now I'm withdrawing my signature till we have something that works."

- On December 21, 2016 at 1:08 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"If I get the go ahead from Tom, we should be fine, is the one handling that case. I think it has no effect, but he's the one prosecuting the other case while wait to hear what he says"

- On December 21, 2016 at 1:10 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Allstate has no business extending letting their client off to letting everyone off. What if I find out one of the surgeons left something inside me? This should just release the policy they represented at the ADR. Nothing more"

- On December 21, 2016 at 1:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"It's boiler plate, fill in the blank language. They didn't write this specifically for you it's just what they use in all cases"

- On December 21, 2016 at 1:14 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Anyone agreeing to their fill in the blank form after the ADR agreement is nuts. I expect them to fulfill their ADR agreement with or without this release"

- On December 21, 2016 at 1:15 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation"

- On December 22, 2016 at 7:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Morning Randy, I'll be at your office to sign the release sometime between 9-10 am. Wish you could just add the changes Thomas gooch suggested and save the trip but I'll show up just to put my initials on it."

- On December 22, 2016 at 8:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I will be stuck in court MyrnA has a release"

- According to the U.S. Bankruptcy Code, Section 726 – Distribution of property of the estate

(quote)

(a) Except as provided in section 510 of this title, property of the estate shall be distributed—

(1) first, in payment of claims of the kind specified in, and in the order specified in, section 507 of this title, proof of which is timely filed under section 501 of this title or tardily filed on or before the earlier of—

(A) the date that is 10 days after the mailing to creditors of the summary of the trustee's final report; or

(B) the date on which the trustee commences final distribution under this section;

(2) second, in payment of any allowed unsecured claim, other than a claim of a kind specified in paragraph (1), (3), or (4) of this subsection, proof of which is—

(A) timely filed under section 501(a) of this title;

(B) timely filed under section 501(b) or 501(c) of this title; or

(C) tardily filed under section 501(a) of this title, if—

(i) the creditor that holds such claim did not have notice or actual knowledge of the case in time for timely filing of a proof of such claim under section 501(a) of this title; and

(ii) proof of such claim is filed in time to permit payment of such claim;

(3) third, in payment of any allowed unsecured claim proof of which is tardily filed under section 501(a) of this title, other than a claim of the kind specified in paragraph (2)(C) of this subsection;

(4) fourth, in payment of any allowed claim, whether secured or unsecured, for any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the earlier of the order for relief or the appointment of a trustee, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such claim;

(5) fifth, in payment of interest at the legal rate from the date of the filing of the petition, on any claim paid under paragraph (1), (2), (3), or (4) of this subsection; and

(6) sixth, to the debtor.

(end quote)

- Dulberg, as the debtor, was a stakeholder in the bankruptcy estate. If the first 5 types of claimants listed in section 726 are paid in full, Dulberg becomes the sole claimant to any remaining money and therefore the sole stakeholder in what remains of the bankruptcy estate.

- Randall Baudin II and Kelly Baudin and The Baudin Law Group were retained by the trustee to represent the bankruptcy estate and Dulberg was the sole stakeholder of all funds in the estate once the first 5 types of claimants listed in section 726 have been paid in full. Therefore Randall Baudin II, Kelly Baudin and The Baudin Law Group

acting as legal counsel for the estate owed a duty of due care to Dulberg when acting in this capacity.

- On December 16, 2016 Dulberg hired legal malpractice attorney Thomas Gooch.

Add exhibit: Add directory tree to Gooch Contract/fee agreement here.

- Dulberg told Gooch that he was forced into binding mediation and he refused to sign any binding mediation agreement.

On December ##, 2016 Gooch wrote a letter to Dulberg in which he wrote: "..."

- On January 3, 2017, Trustee Joseph Olsen filed "NOTICE TO CREDITORS AND OTHER PARTIES OF INTEREST" which contains the of binding mediation award and notice of motion to disburse \$117,000 to W. Randal Baudin II and Kelly Baudin and \$15,000 to Dulberg and to pay certain attorneys and medical liens.

- On November 7, 2017 at 5:25 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"hi Randy, its Paul Dulberg, just recieved a call from Randy Sr. Please call me. Thanks, Paul"

- On November 7, 2017 at 5:48 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"What did he want?"

- Dulberg later took notes of the conversation from memory. He intended to send the notes to Gooch. He wrote an email to himself to record the notes.

- On November 9, 2017 at 6:04:03 PM CST Dulberg wrote an email from the address pdulberg@comcast.net to Paul_Dulberg@comcast.net which states:

To: "Paul_Dulberg@comcast.net" <paul_dulberg@comcast.net>

Reply-To: Paul Dulberg <pdulberg@comcast.net>

Hi Tom,

You wanted to know what Randy Baudin Sr was asking when he called and I said I would need a few hours to unpack what he covered in about a 45 minute call So This is my attempt to unpack it. I felt like i was interrogated.

Below are a few of the key points that stick out to me. they are in no particular order and the wording is not exact because his questions were fast and he was jumping from subject to subject, its just some of the things I remember him saying and asking as well as how I replied.

Randy Baudin SR. was all over the board with his questions and this is my best recollection of the call. He did wake me from a dead sleep with the call and caught me completely off guard. In retrospect, I was not prepared for this and some of the questions I probably shouldn't have answered. Particularly the ones about the Defendants Caroline and Bill McGuire and about Tom Popovich and Hans Mast.

RBS. Randy Baudin Sr. Introduced himself as the head of baudin and baudin law firm who handled my case and asked if i see its him on my caller id. He also said his assistant was there with him.

PD. I said if its on the caller id than i got it and would have to look later.

RBS. He than said that Thomas Gooch had contacted him and needed some documents and information and that in order to provide that information it is important for me to help fill in some of the blanks or he is in trouble.

I said ok because I trusted the baudin firm and Thomas Gooch.

RBS. asked how it was that I came to his firm?

PD. I told him my Mom suggested him because he represented my brother a few decades earlier and that she swears by him because hes willing to fight for his clients

RBS. he asked what case he represented my brother in

PD. I told him that my brother was a passenger in a car that rolled over and that he had taken it to the appellate level

RBS. he said he remembered the name and the case

RBS. He asked how it was that Randy Jr took the case and why I didnt Meet with him

PD. I said im not sure why we didnt meet with you, its been a long time since then, all I remember was going to your office and being introduced to Randy Jr.

RBS He asked if it was at the office down near algonquin and lake in the hills

PD I said yes

RBS. Pressed me a few times as to the details of why I didnt meet with him rather than His son.

PD. I figured you were either busy or not in but for whatever reason Randy Jr met with my Mom and I instead. I just figured your all part of the same firm and my mom trusted you.

RBS thanked me and my mom for the high praise.

RBS asked if i had dealt with Kelly and Myrna as well

PD I said yes

RBS said something about his son, Randy JR, Randy JR's wife and Myrna were stealing cases from him

PD I said what is all this about?

RBS replied, oh now your asking me the questions now

PD I said well yeah is everything ok, whats wrong?

RBS said something about being involved in a 7 digit case and that Randy JR was taking cases that he didnt know about.

PD I said Im sorry about all that, I had no idea, is that what this is all about?

RBS asked did you and your mother come to see me?

PD I said at first yes but we ended up Meeting with his son Randy JR

RBS asked if i had met with Randy in Crystal lake and he gave a location

PD I said well yes they said they wanted to meet me at that office at times, why?

RBS asked if Myrna was at that location

PD I said well yes

RBS asked if my mom was doing well

PD I said yes

RBS asked if i liked village squire

PD I said yes

RBS told me to go there on either monday or tuesday because they have half price burgers

RBS gave me his phone numbers, had me write them down, said he would be in touch with me in the future and said he might take me to the village squire sometime.

RBS asked about the case alot

RBS wanted to know what happened, he started asking questions too fast, he asked if it was my dominate arm

PD I told him a basic version of what I knew. I was asked by David if i could use some wood from a tree he was cutting down at his mothers house. I told Dave i would stop by in the morning and see what he had. the next day I went there. His Mother and I got to talking about the people we used to work with while Dave and Bill worked at the tree. Bill got tired after a while and needed to quit. Dave started saying he needed help because he couldn't do it by himself. His mother looked at me and asked if I could help, Dave said come on man help me your just sitting there and all i need you to do is hold branches so they dont move, its easy. besides I helped clean up at your dads when he redid his roof 20 years ago. I said ok, I guess. I got up and helped. everything was going fine for a while then Dave did something stupid and hit the gas while he swung the chainsaw at me, I couldn't get out of its way and he cut my arm in half. The Dr in the ER said I would Have died if I didnt get medical treatment. That is one emergency room trip you never want to take.

RBS oh, im so sorry.

Was it your dominate arm, is it ok?

PD yes its my dominate arm, they put it back together but it doesnt work well

RBS how many surgeries

PD 3

RBS who were the doctors?

PD do you mean the emergency room dr's?

RBS uh whas it the... yes the er surgion

PD um i remember the name Dr. Ford

RBS ok Ill have a talk with him. who else?

PD um i remember Dr sagerman and Dr Kujawa, I still see her

RBS was it at northwestern?

PD um i dont remember that name but for some reason i remember northwest community but im...

RBS Dr. Kujawa where

PD oh she is at alexian brothers

RBS ok. Your ok or are you in pain?

PD I have pains

RBS are you on a drip?

PD no nothing like that

RBS You know i know some great Dr's I could send you to see, and he went on about some indian dr and someone he sent there

PD no, no thats ok, ive seen what feels like an army of Dr's already

RBS you sure, I can get you their names, hold on while i get...

PD no thats ok Im good with who im seeing

RBS well ok then but im just saying if you want it

PD Im good

RBS ok so i understand you had some sort of arbitration downtown (and he gave a description of the place in chicago)

PD yes it was um I think they called it a binding arbitration but im not sure

RBS it says here 600K no um 300K was it and it looks like its capped

PD um I dont remember any caps but...

RBS

RBS I'm part native american

pd huh

RBS im just joking about that, i made it up

RBS started talking about his relationship with Tom Popovich said he and Tom go way back. He asked why I was suing Tom.

PD Because he had Hans Mast lie to me

RBS oh Hans, I know him, Good Guy

PD Thats debatable

RBS what happened with Hans?

PD Hans lied to me about many things. To start he lied about the Mothers homeowners insurance Policy. Hans Said they would file a summary judgement the next morning at 9 AM and I would get absolutely nothing but if I signed this he could get me 5k on some part of the policy that pays that amount irregardless of who gets hurt on their property. We argued but He even showed me case law that he said was the law of the land and if I didnt take it I wouldnt get anything. something about 3rd party persons on the property. He also said if i didnt sign it his firm would drop me in the suit against the son David Gagnon. and later on he said you cant blame me i was just doing what the boss said to do and if I didnt like it i could take it up with big Tom the owner of the firm. well I'd hate to break it to Hans but just doing what the boss told me to do is not a valid excuse and never has been when its unethical.

RBS well now wait a minute Hans is a good guy I know Hans.

PD Im sure you do have a good relation with Hans but Good people do bad things all the time and Hans is no exception.

RBS This Gagnon Guy, um

His secretary said, he knew him

RBS you knew this Gagnon Guy

PD Yes

RBS Ok so your complaint is that Popovich had you sign a release against the Mothers Homeowners policy?

PD Thats one of my complaints yes

RBS what else

PD well I learned they never actually pulled either policy, lied to me about the limits which caused me to go over and file for bankruptcy which I would never would have done had they not lied. I lost everything.

RBS They cant let one party go

PD what is that true

RBS there is case law that says you cant let one party go in a lawsuit and keep suing the other party involved if both are named.

PD i didnt know that but thats what they did. then to further the harm popovich dropped my case after they tried to get me to mediate for only 50k and i wouldnt do it."

(end quote)

- The original malpractice lawsuit, filed by Thomas Gooch on November 29, 2017, is accompanied by RULE 222 (b) AFFIDAVIT seeking money damages in excess of \$50,000.00 against the Law Office of Thomas J. Popovich and against Hans Mast.

Add Exhibits:

Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\ISSUE PLEADINGS ONLY\Complaint (FS) at Law w Exhibits.pdf

Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\MISC PLEADINGS\Certificate of Attorney (FS).pdf

Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\MISC PLEADINGS\Jury Demand (FS) 12 persons.pdf

Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\MISC PLEADINGS\New_Case_Info (FS).pdf

Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\MISC PLEADINGS\Rule 222 (FS) Affidavit.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2017-11-28--NCIS_0001.pdf

17LA000377--2017-11-28--COA_0002.pdf

17LA000377--2017-11-28--CERA_0003.pdf

17LA000377--2017-11-28--AFF222_0004.pdf

17LA000377--2017-11-28--DEMJ_0005.pdf

- Gooch did not allow Dulberg to read the complaint before filing it with the Court.
- Gooch did not include Thomas J. Popovich, individually as a Defendant.
- Thomas Gooch did not mention anything about the bankruptcy in the complaint
- Thomas Gooch did not mention that Dulberg never agreed to enter into binding mediation and never signed any agreement in the complaint.
- Gooch never mentioned to Dulberg that W. Randal Baudin II and Kelly Baudin, the Baudin Law Group or Baudin & Baudin did anything inappropriate or that Dulberg has a malpractice claim against the Baudins.
- Gooch did not include any information about W. Randall Baudin, Kelly Baudin, the Baudin Law Group, Baudin & Baudin or Trustee Olsen or name any of them as defendants. None of their names appeared in the complaint at all. In the original complaint and the first amended complaint, Gooch refers to W. Randall Baudin, Kelly Baudin, Baudin Law Group, and Baudin & Baudin as "other attorneys" but never uses the word "Baudin" in any context.
- Item 16 of complaint at law states: "Thereafter, DULBERG retained other attorneys and proceeded to a binding mediation before a retired Circuit Judge, where DULBERG

received a binding mediation award of \$660,000.00 in gross, and a net award of \$561,000.00. Unfortunately, a "high-low agreement" had been executed by DULBERG, reducing the maximum amount he could recover to \$300,000.00 based upon the insurance policy available. The award was substantially more than the sum of the money, and could have been recovered from the McGuire's had they not been dismissed from the complaint." In the original complaint Gooch writes that a "high-low agreement" had been "executed by Dulberg".

Add exhibit: Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\ISSUE PLEADINGS ONLY\Complaint (FS) at Law w Exhibits.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2017-11-28--COA_0002.pdf

- Item 24 of first amended complaint at law states: "Thereafter, DULBERG retrained other attorneys and proceeded to a court ordered binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of \$660,000.00 in gross, and a net award of \$561,000.00. However, due to the settlement with the McGuires, DULBERG was only able to collect \$300,000 based upon the insurance policy available." In the first amended complaint by Gooch there is no mention of a minimum or maximum award limit at all.

Add exhibit: Dulberg Master File\Dulberg Gooch File\Dulberg PLEADINGS Legal Mal Pleadings (not produced in legal mal case)\ISSUE PLEADINGS ONLY\Dulberg Amended Complaint 6.5.18.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2018-06-07--COAA_0021.pdf

- Item 52 of the second amended complaint at law states: "In December of 2016, Dulberg participated in binding mediation related to his claims against Gagnon."

Add exhibit: Dulberg Master File\Dulberg v Popovich Legal Mal Documents\Dulberg Second Amended Complaint FILE STAMPED 2018 Dec 6 2pm FINAL W EXH.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2018-12-06--COAA_0046.pdf

- Item 53 of the second amended complaint at law states: "In December of 2016, Dulberg was awarded a gross amount of \$660,000 and a net award of \$561,000 after his contributory negligence was considered."

Add exhibit: Dulberg Master File\Dulberg v Popovich Legal Mal Documents\Dulberg Second Amended Complaint FILE STAMPED 2018 Dec 6 2pm FINAL W EXH.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2018-12-06--COAA_0046.pdf

- Item 54 of the second amended complaint at law states: "Dulberg was only able to recovery approximately \$300,000 of the award from Gagnon's insurance and was unable to collect from Gagnon personally."

Add exhibit: Dulberg Master File\Dulberg v Popovich Legal Mal Documents\Dulberg Second Amended Complaint FILE STAMPED 2018 Dec 6 2pm FINAL W EXH.pdf

Or

File Stamped Documents with McHenry County Circuit Clerk:

17LA000377--2018-12-06--COAA_0046.pdf

- On September 5, 2019 in the Report of Proceedings MR. FLYNN stated: "The only other issue that was raised -- I just reviewed the written discovery yesterday and you had (indiscernible) 201(k) that there was a bankruptcy that was mentioned kind of vaguely in one of the answers. It sounds or appears that either the bankruptcy judge or the trustee had enforced or required a mediation and a high-low agreement. To the extent that those documents are responsive to any of the requests -- and I'll have to go through them to see if they are. Otherwise I'll just issue a supplemental, but I think the bankruptcy file and communications with the trustee are probably responsive to our discovery, so I would just request that those be included in our --"

Add exhibit: /Users/pauldulberg/Desktop/17LA377/17LA377_Report of Proceedings/reports of proceedings by date/2019-09-05_17LA377_Report of Proceeding_WILLIAMS-FLYNN_Cristin M Kelly.pdf

Or

The File Stamped Documents with McHenry County Circuit Clerk:

Name unknown

MS. WILLIAMS answered: "I think we produced a number of the bankruptcy issues, but we can talk about it today and definitely try to work out -- there's definitely -- there was a bankruptcy. We're not trying to hide that bankruptcy, so. And the trustee did resolve -- there was an arbitration based on the trustee's recommendation in the bankruptcy for the individual."

- In the ongoing legal malpractice lawsuit Dulberg v Hans Mast, Thomas Popovich and the Law Office of Thomas J. Popovich (12LA377) under dispute in McHenry County, defense counsel Flynn representing Popovich and Mast argues that damages that Dulberg can claim should be capped because Dulberg voluntarily entered into an arbitration process with an upper cap of \$300,000.

- On October 29, 2022 Dulberg obtained a copy of the ADR contract that ADR Systems has on file.

- When the binding mediation contract which the Bankruptcy judge agreed to on October 31, 2016 is compared to the binding mediation contract which ADR systems has on file, a number of inconsistencies become noticeable

Add exhibits: (- images comparing the 2 contracts).

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.36.25 PM.png

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.36.18 PM.png

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.36.12 PM.png

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.36.07 PM.png

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.36.01 PM.png

/Users/pauldulberg/Desktop/2020-10-29_Bankruptcy approved contract-34-2_VS_Actual ADR Contract-2022_10_25_10_34_55_Side by side/Screen Shot 2022-10-29 at 2.35.56 PM.png

Or

/Users/pauldulberg/Desktop/2022-09-22_Bankruptcy-Unsigned Authority-Binding Mediation ORDER 10-31-2016/Unsigned Authority to enter into a Binding Mediation Agreement 14-83578/34-2.pdf

/Users/pauldulberg/Desktop/2022_10_25_10_34_55.pdf

- Dulberg's name appears written on the ADR systems contract but Dulberg refused to enter into the agreement verbally and in text messages and never signed the contract.

Add exhibit: /Users/pauldulberg/Desktop/2022_10_25_10_34_55.pdf

WHAT THE BAUDINS AND TRUSTEE OLSEN DID:

- Faked being attorneys of Baudin & Baudin and stole a case from Baudin Sr?
- The Baudins knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.
- The Baudins knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting the facts stated in the counterclaim were true.
- Baudins knew or should have known that by not answering the counterclaim filed by the mcGuire in February 1, 2013, Gagnon was contradicting the statements in what appeared to be Gagnon's deposition.
- The Baudins knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.
- Baudins knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.
- The Baudins never asked Gagnon's counsel for the answers to interrogatories.
- The Baudins never informed the judge that they never received Gagnons answers to interrogatories.
- The Baudins knew or should have known that an audio recording of a telephone conversation that Mast claimed to have with Gagnon on April 11, 2012 was missing from the case file.
- The Baudins never informed the judge that Dulberg had filed for bankruptcy.
- The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

- Trustee Olsen told the bankruptcy judge that the parties were in agreement and Dulberg did not want a jury trial because he wouldn't be a good witness.
- Baudins then informed Dulberg the bankruptcy judge is the authority who forced the mediation agreement upon the interested parties.
- The Baudins and Trustee Olsen, together, decided that any arbitration award was to be capped at \$300,000 and forced the upper cap on Dulberg without his consent and while ignoring his strong objection. It is the Baudins and Trustee Olsen that placed the \$300,000 upper cap on any arbitration award, not Dulberg.
- The Baudins and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to make a decision concerning the direction of Dulberg's case against Gagnon.
- Trustee Olsen and the Baudins intentionally misrepresented Dulbergs wishes to the bankruptcy judge.
- Somebody forged Dulberg's name on the contract. Who?
- The Baudins and Trustee Olsen deprived Dulberg of a jury trial in his case against Gagnon for his injury that Dulberg has continuously sought since first requesting one in May, 2012.

10. [FACTS SUPPORTING THE PLAINTIFF'S CLAIMS.]
11. [FACTS SUPPORTING THE PLAINTIFF'S CLAIMS.]
12. [FACTS SUPPORTING THE PLAINTIFF'S CLAIMS.]

COUNT [NUMBER]
[NAME OF CAUSE OF ACTION]

13. Plaintiff repeats and realleges the allegations contained in paragraphs [NUMBER] through [NUMBER], inclusive, of this Complaint, as if fully restated herein.

14. [FACTS SUPPORTING THE ELEMENTS OF THE CAUSE OF ACTION].

15. [FACTS SUPPORTING THE ELEMENTS OF THE CAUSE OF ACTION].

WHEREFORE, Plaintiff[s] [NAME(S)] pray[s] that this Court enter judgment on Count [NUMBER] of the Complaint in [his/her/its/their] favor and against Defendant[s] [NAME(S)] [, and each of them,] [in the amount of \$[NUMBER]/for [OTHER RELIEF SOUGHT]], [plus interest,] award Plaintiff[s] [his/her/its/their] costs [and reasonable attorneys' fees], and grant such other relief as this Court deems just and proper.

JURY DEMAND

Plaintiff [NAME] demands a trial by jury on [all issues triable by a jury/[SPECIFIC ISSUES ON WHICH A JURY TRIAL IS SOUGHT]].]

Dated: [MONTH] [DAY], [YEAR] Respectfully submitted,

By: _____

[ATTORNEY NAME] [(ARDC NUMBER)/[(COURT-
ISSUED ID NUMBER)]]

[LAW FIRM] [(COURT-ISSUED ID NUMBER)]

[OFFICE STREET ADDRESS]

[CITY], [STATE] [ZIP CODE]

Tel: [TELEPHONE NUMBER]

[EMAIL ADDRESS]

Attorneys for Plaintiff[s] [NAME(S)]

VERIFICATION

STATE OF ILLINOIS)
) ss.:
COUNTY OF [COUNTY NAME])

[NAME], being first duly sworn on [oath/affirmation], deposes and states that [he/she] is the [PARTY/[TITLE] of [PARTY]] in the above-captioned matter, that [he/she] has read the foregoing [DOCUMENT NAME], that [he/she] knows the contents thereof, and that the matters stated therein are true and correct to the best of [his/her] own knowledge[, except as to the matters therein stated to be on information and belief, and as to those matters [he/she] believes them to be true].

[NAME] [DATE]
[TITLE]

Signed and sworn to before me, a Notary Public, of _____ County, Illinois, by _____, this ____ day of _____, 20__.

Notary Public

(NOTARY SEAL)]

OR

[VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 1-109]

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 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/she] verily believes the same to be true.

[NAME]

[DATE]

[TITLE]]

[EXHIBIT [NUMBER/LETTER]]