

Date : 12/7/2022 8:15:26 AM

From : "Paul Dulberg"

To : "Alphonse Talarico"

BCc : "Paul Dulberg"

Subject : Possible Edits to shorten complaint attached - lets talk about it

Attachment : Screen Shot 2022-12-07 at 8.07.08 AM.png; Screen Shot 2022-12-07 at 8.08.36 AM.png; Screen Shot 2022-12-07 at 8.08.54 AM.png; Screen Shot 2022-12-07 at 8.09.06 AM.png; Screen Shot 2022-12-07 at 8.09.35 AM.png; Screen Shot 2022-12-07 at 8.11.51 AM.png; Screen Shot 2022-12-07 at 8.11.58 AM.png; Screen Shot 2022-12-07 at 8.13.05 AM.png;



2022-12-07_630 AM_Dr...

13. When Barbara Dulberg inquired about Randy Baudin II, she was told that he was not available, not available those days but being okay.
14. A meeting took place on September 22, 2016 between Plaintiff Dulberg, Barbara Dulberg, Tom Kist and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.
15. On September 22, 2016 Plaintiff Dulberg entered into a fee agreement with Baudin

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6 Baudin, an association of attorneys which at the time was located at 2708 Henderson Dr., Suite C Alhambra, IL 63122 (Please see Plaintiff's exhibit 1 attached).
16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KESTRAN, INC ANKA THE BAUDIN LAIN GROUP, LLC, located at 266 Midterra Ave., Crystal Lake, Illinois 83814.
17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their meeting that he intended to plead 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 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 unreviewed (and never answered) cross-claim that would have determined liability for the remaining defendant.

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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 unreviewed (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 to 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 19th 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

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message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jamison's Charhouse crystal lake at 630 in meeting room there."
27. On July 15, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"
28. On July 15, 2016 at 4:28 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir"
29. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During the 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 bring it over and Dulberg agreed to bring it over and get back to him.
30. On July 15, 2016 at 6:54 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDC decision was already in and would that make a difference in the amount the arbitration judge would award?"
31. On July 15, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and Kelly

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6. Baudin, an association of attorneys which at the time was located at 2708 Hendrington Dr., Suite C Algonquin, IL 60112 (Please see Plaintiff's exhibit 1 attached).
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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 Duchovny Estate (IL No. 14-83378).
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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 unexamined (and never examined) investigation 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 hearing 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in IL No. 14-83378.
23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jameson Charhouse.
24. On July 15, 2016 at 2:22 PM from (815) 414-2163 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "help you I would like to speak with you and your mom Monday night at 6:30"
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. Be we need to bring anything?"
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27. On July 16, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"
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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 SSD 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 Kelly N. Baudin sent a text message to Plaintiff Dulberg stating "So sorry came"

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Decision was already in and would that make a difference in the amount the arbitrator judge would award?"

31. On July 18, 2016 at 10:12 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Secretary came in yesterday are you talking

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our recommendation as to the binding mediation?"

32. On July 18, 2016 at 10:13 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "You will have an answer tomorrow"

33. On July 18, 2016 at 10:23 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Sorry but I want to get this for you while the train please answer this in the morning because costs and attorney fees involved in sending arbitrator? Do they come out of the award or are they in addition to the award like court?"

34. On July 18, 2016 at 8:57 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Both handled the same way but"

35. On July 18, 2016 at 9:52 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 18, 2016 at 9:08 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "If not trial and who 300k more Costs not above that. Same as mediation. We can ask for judge to award costs in both. Up to judge to award. Also costs meaning fee service fee. Not the costs the experts file."

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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 an advance and in writing to cover your % (fee) and all the cost of expert witness fees and medical above and beyond any award we would be willing to go forward. Let's just see if they are willing to do the binding mediation."

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 on 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. We are the ones pushing for mediation."

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. Allstate wait till possibly Thursday for their answer. It's not a good indication as to how they will negotiate since we start in other weeks. If they won't negotiate anything prior to arbitration then they won't negotiate or concede anything since the arbitrator starts until that time unless the judge. We need something to show they are serious in trying to resolve this. Up to the lawyer to file for costs or 100k, consider on the medical portion, not of probate expenses, attorney fees or have a trial just reaching that portion and have their attorney willing to represent

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41. On July 19, 2016 at 1:48 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Thank you for your response. It's not the cost their saying"

42. 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. It's the best that you do the binding mediation. We are the ones pushing for arbitration. We are the ones pushing for mediation."

43. 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. It's the best that you do the binding mediation. We are the ones pushing for arbitration. We are the ones pushing for mediation."

44. 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. It's the best that you do the binding mediation. We are the ones pushing for arbitration. We are the ones pushing for mediation."

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51. 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. It's the best that you do the binding mediation. We are the ones pushing for arbitration. We are the ones pushing for mediation."



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WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are...
needed separate from the award or do they will come out of the 50k cap?"
On July 19, 2016 at 7:08 AM Defendant WILLIAM RANDAL BAUDIN II sent a text
message to Plaintiff DULBERG stating "I will not pay 500 more. Costs not above that.
Same as mediation. We can ask for judge to award costs in both. Up to judge to
award. Also cost meaning fee service fee. Not for costs the expert fee."
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On July 19, 2016 at 7:14 AM Plaintiff DULBERG sent a text message to Defendant W.
RANDAL BAUDIN II stating "We are thinking that if we can get Atlanta to agree to
advance and in writing to cover your % they and all the costs including deposition fees,
expert witness fees and medical bills and everything would be a better case than
we would for going forward. Is that just what you are open to?"
On July 19, 2016 at 7:14 AM Defendant W. RANDAL BAUDIN II sent a text message to
Plaintiff DULBERG stating "They will. The judge will decide what the award is and make
the award. We again urge you to do the binding mediation."
On July 19, 2016 at 8:43 AM Plaintiff DULBERG sent a text message to Defendant W.
RANDAL BAUDIN II stating "They are the ones paying for arbitration correct? Why?"
On July 19, 2016 at 8:47 AM Plaintiff DULBERG sent a text message to Defendant W.
RANDAL BAUDIN II stating "Have to report the 4th appearance. ~~10 50k July 19 2016 10:00~~
~~Always with 10 possibility. Thank you for their answer. It's not that I don't like anything.~~
On July 19, 2016 at 10:07 AM Defendant W. RANDAL BAUDIN II sent a text message to
Plaintiff DULBERG stating "I told you they don't care if we arbitrate. We as lawyers
say that it is the best that you do the binding mediation. We are deciding this based on
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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. I
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.
RANDAL BAUDIN II stating "Randy, I see arbitration is appealing because it someone has
thousand dollars and maybe a few years but I don't like the idea of being totally forced
into their terms alone without any assurances as to your fees, medical expenses or
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
with no assurances, I can't help but to feel like a cow being
time but it's really slaughter time. They need to give some
it's a good indication as to how they will negotiate once we
it's a good indication as to how they will negotiate once we
won't concede anything prior to arbitration then they won't n
anything once the arbitration starts and if that's the case, w
something to show they are sincere in trying to resolve this.
50k to 150k, concede on the medical portion, out of pocket
how about just resolving their portion and leave their chains

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defendant based on this lawsuit. Perhaps they see given something I haven't thought of
yet. Anything will be going on holding prior to walking in those suits out what the
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On July 19, 2016 at 6:28 PM Defendant W. RANDAL BAUDIN II sent a text message to
Plaintiff DULBERG stating "So sorry your fees come in out of order. Binding mediation or
no."
On July 20, 2016 at 11:48 AM Defendant W. RANDAL BAUDIN II sent a text message
to Plaintiff DULBERG stating "Hi Kelly, Kelly called and we have Cole & New State in the
next hour or so. Kelly had pointed out that 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 won't be
held back away with lawsuit if you get it. Again, this gives us the most control of the
situation."
44. On July 20, 2016 at 1:04 PM Defendant W. RANDAL BAUDIN II sent a text message to
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WILLIAM RANDALL BAUDEN is asking "Does that mean your fees and costs are awarded separate from the award or do they will come out of the 300k cap?"

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On July 19, 2016 at 7:08 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Bauden stating "We are thinking that if we can get Attorney's fees in advance and in writing to cover your % they and all the costs including deposition fees, report witness fees and medical bills and depending on what the doctor says if that we would be willing to go forward with just one if they are open to it"

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facts and odds us 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. I want this to give you the best possible outcome."

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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 those shoes and what the going to get out of that's the case then I'll spend money and I'm not going being lead to slaughter and I'll agree To do it"

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Plaintiff Dulberg stating "So sorry your texts come in out of c

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to Plaintiff Dulberg stating "All right, Kelly called and we hav

next hour or so. Kelly had promised her we were calling yes

what's going on and make arrangements regarding addition

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