



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

1 message

Paul Dulberg <pdulberg@icloud.com>
To: Tom Kost <tkost999@gmail.com>

Sat, Jan 20, 2024 at 10:28 AM

Begin forwarded message:

From: Paul Dulberg <pdulberg@icloud.com>
Subject: Possible Edits to shorten complaint attached - lets talk about it
Date: December 7, 2022 at 8:15:26 AM CST
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

2022-12-07_630 AM_Draft_Complaint...
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2022-12-07_630 AM_Draft_Complaint IL IllinoisRelated Content.pdf

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.

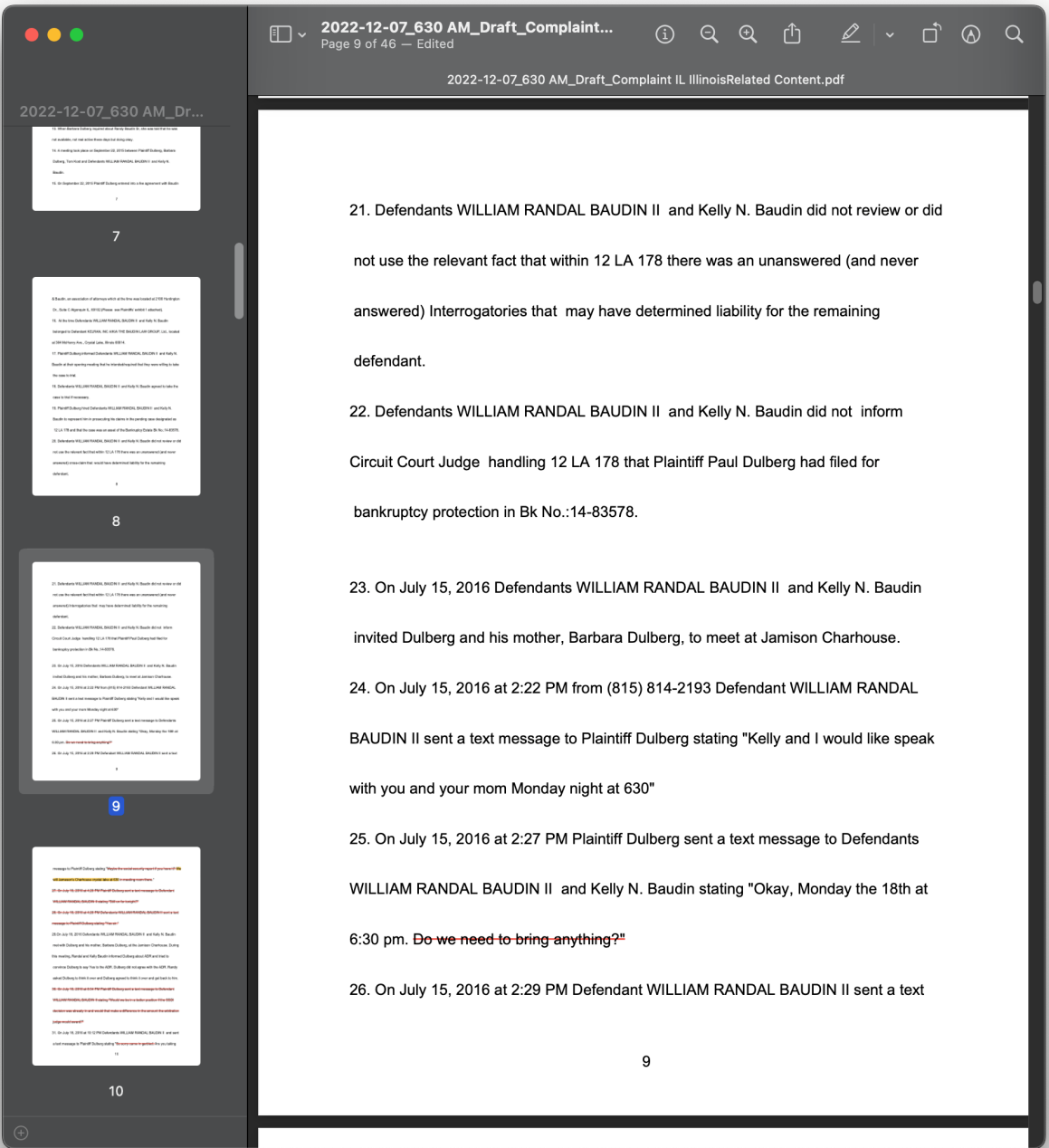
22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.:14-83578.

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



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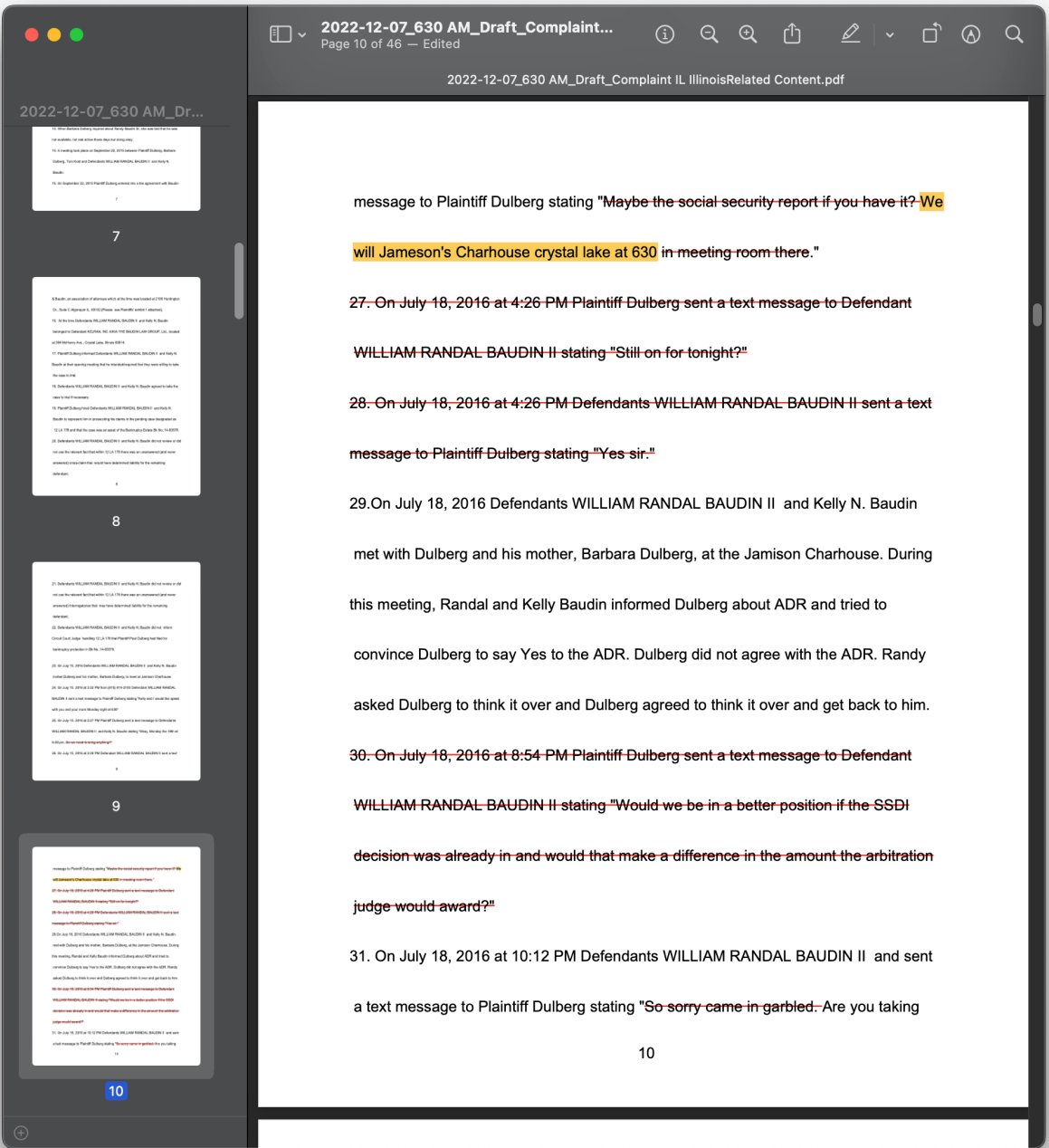
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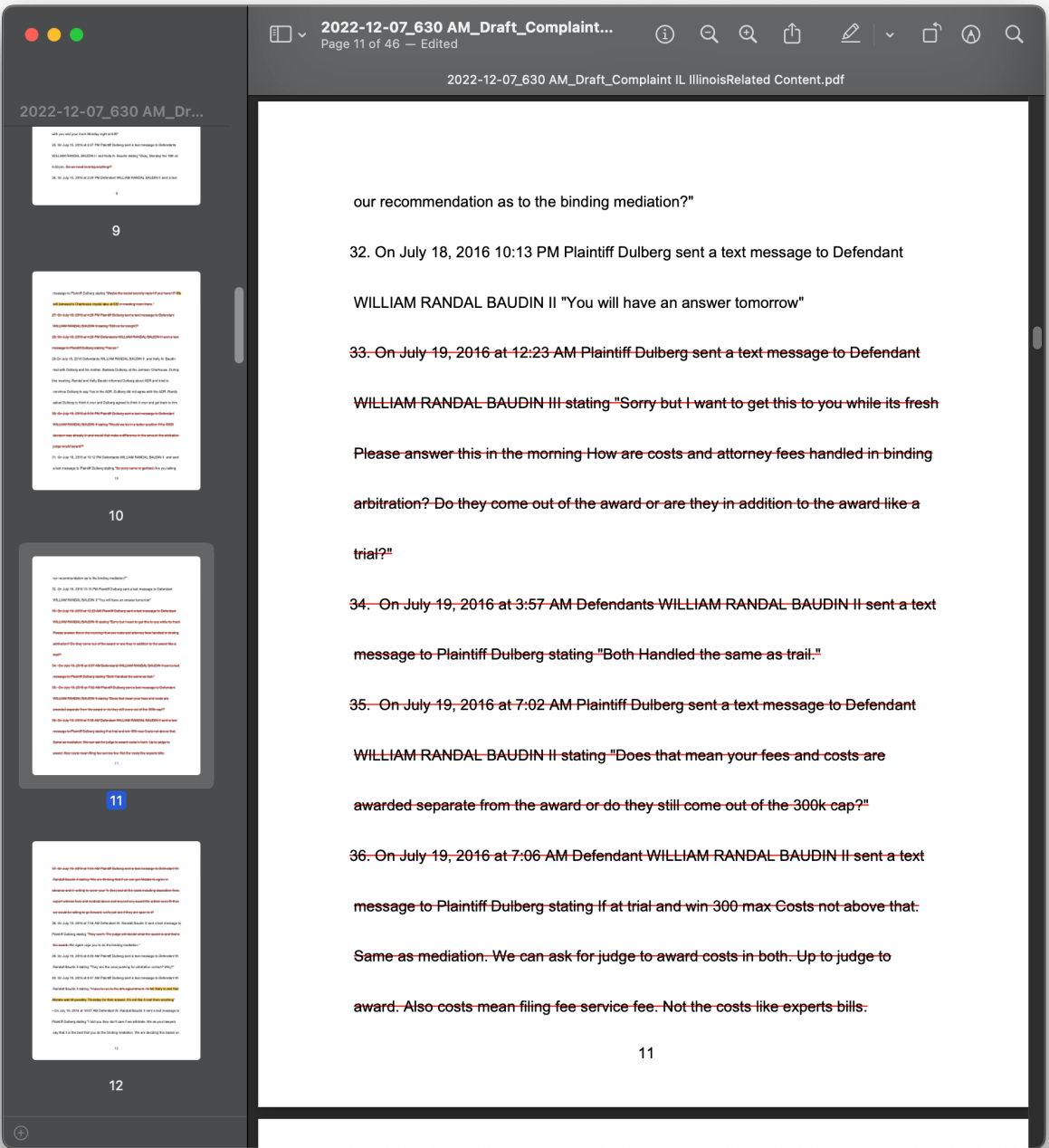
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our recommendation as to the binding mediation?"

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

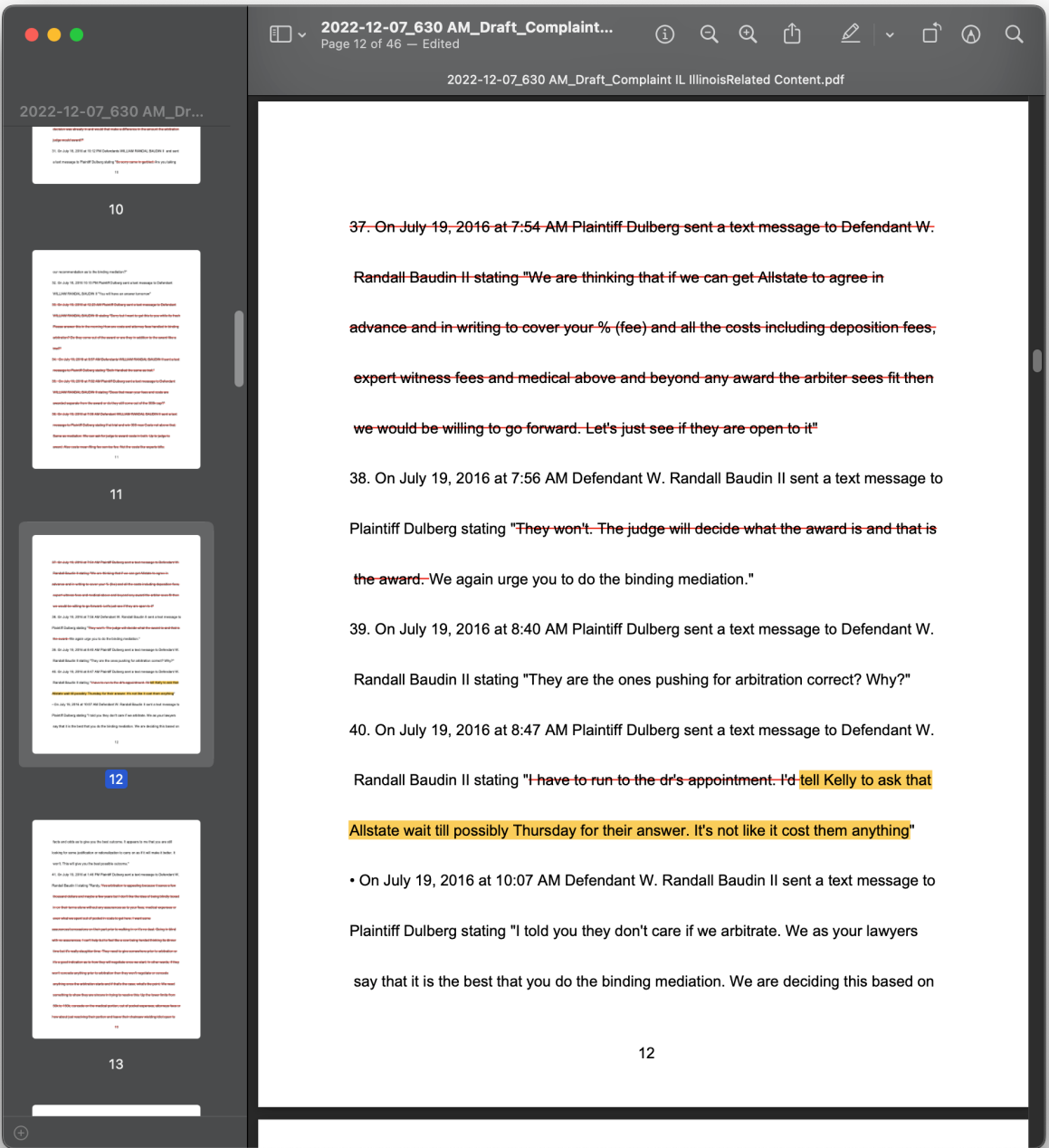
awarded separate from the award or do they still come out of the 300k cap?"

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:

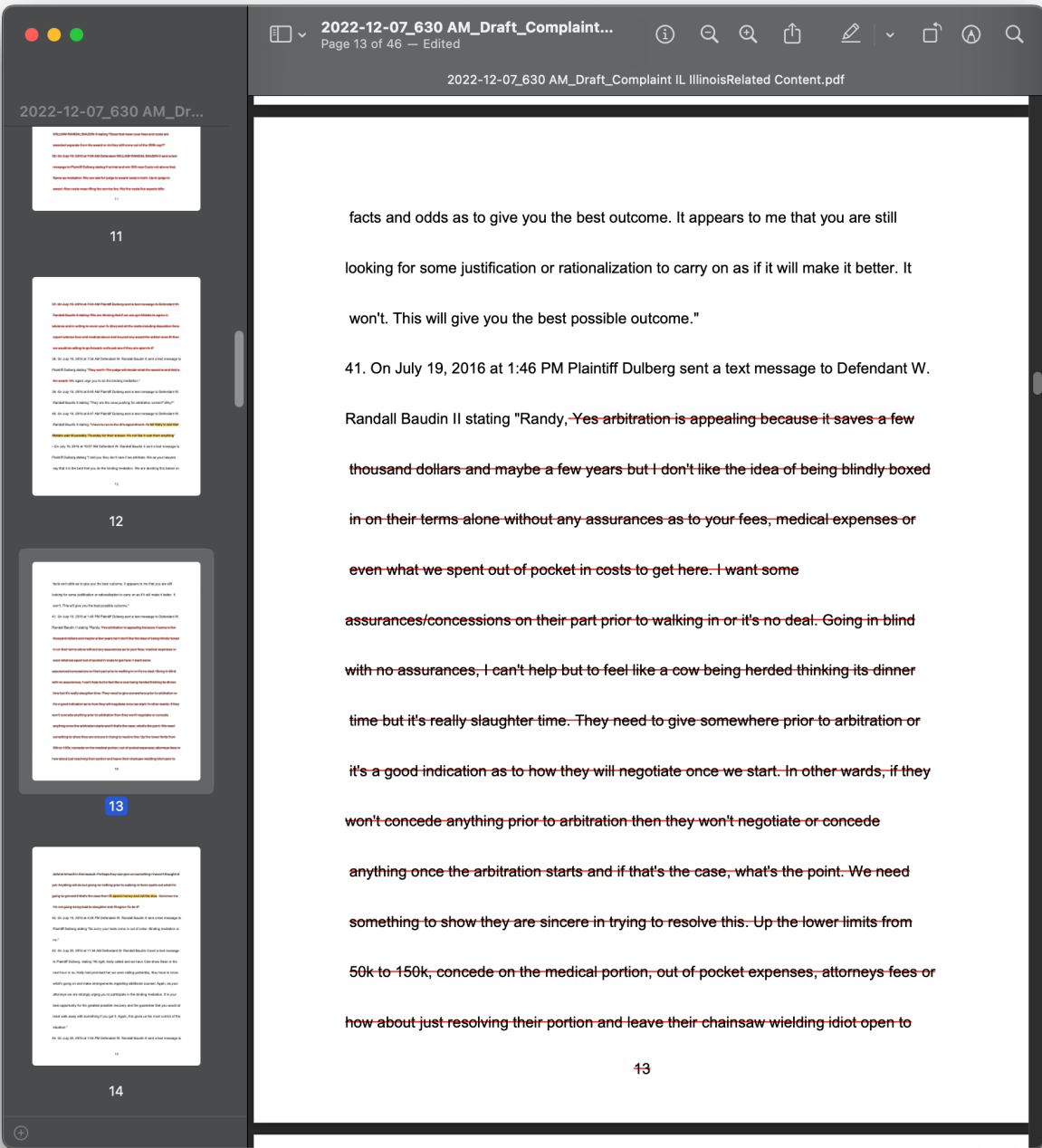
Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just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

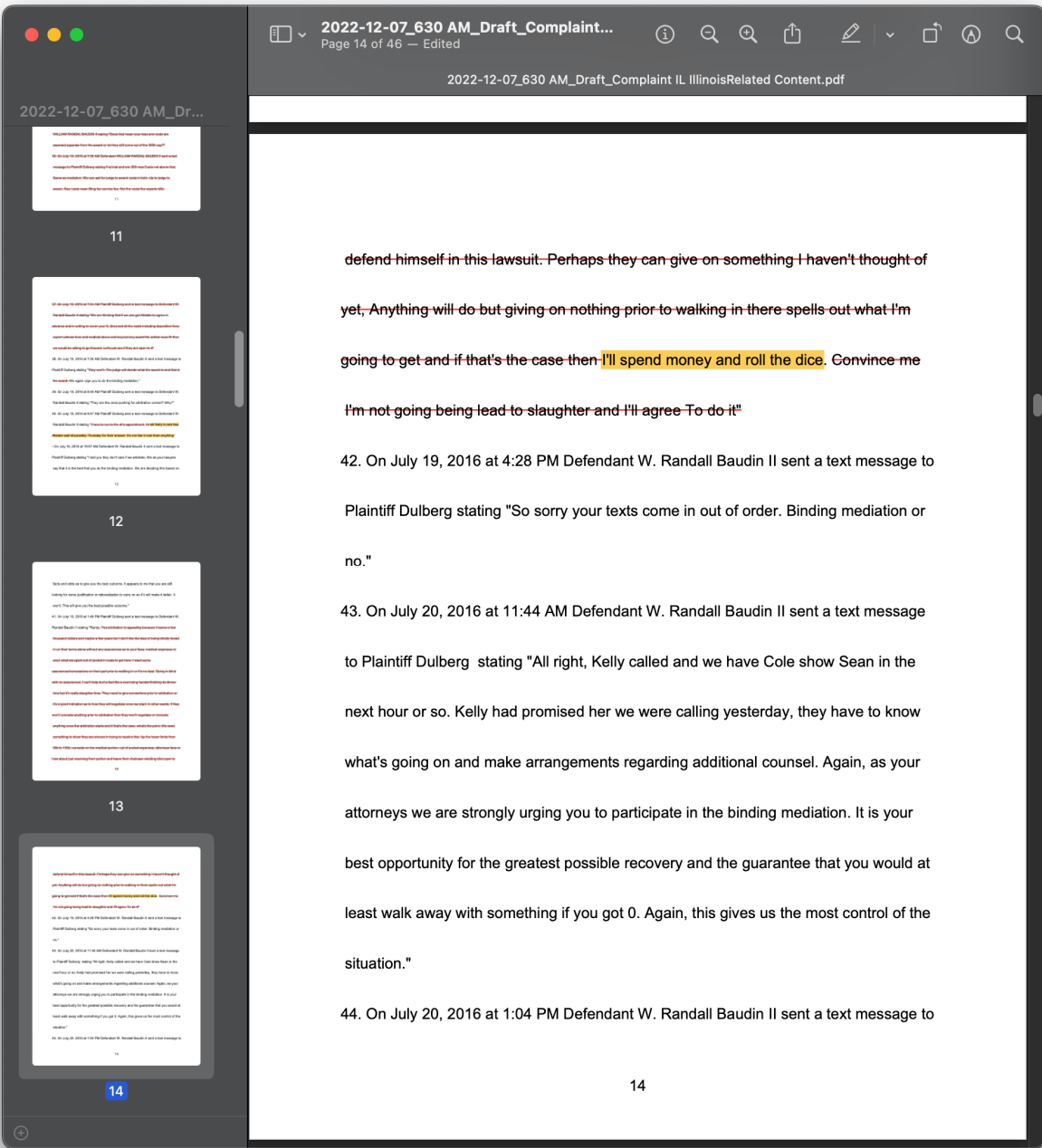
40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

• 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 wards, 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~~

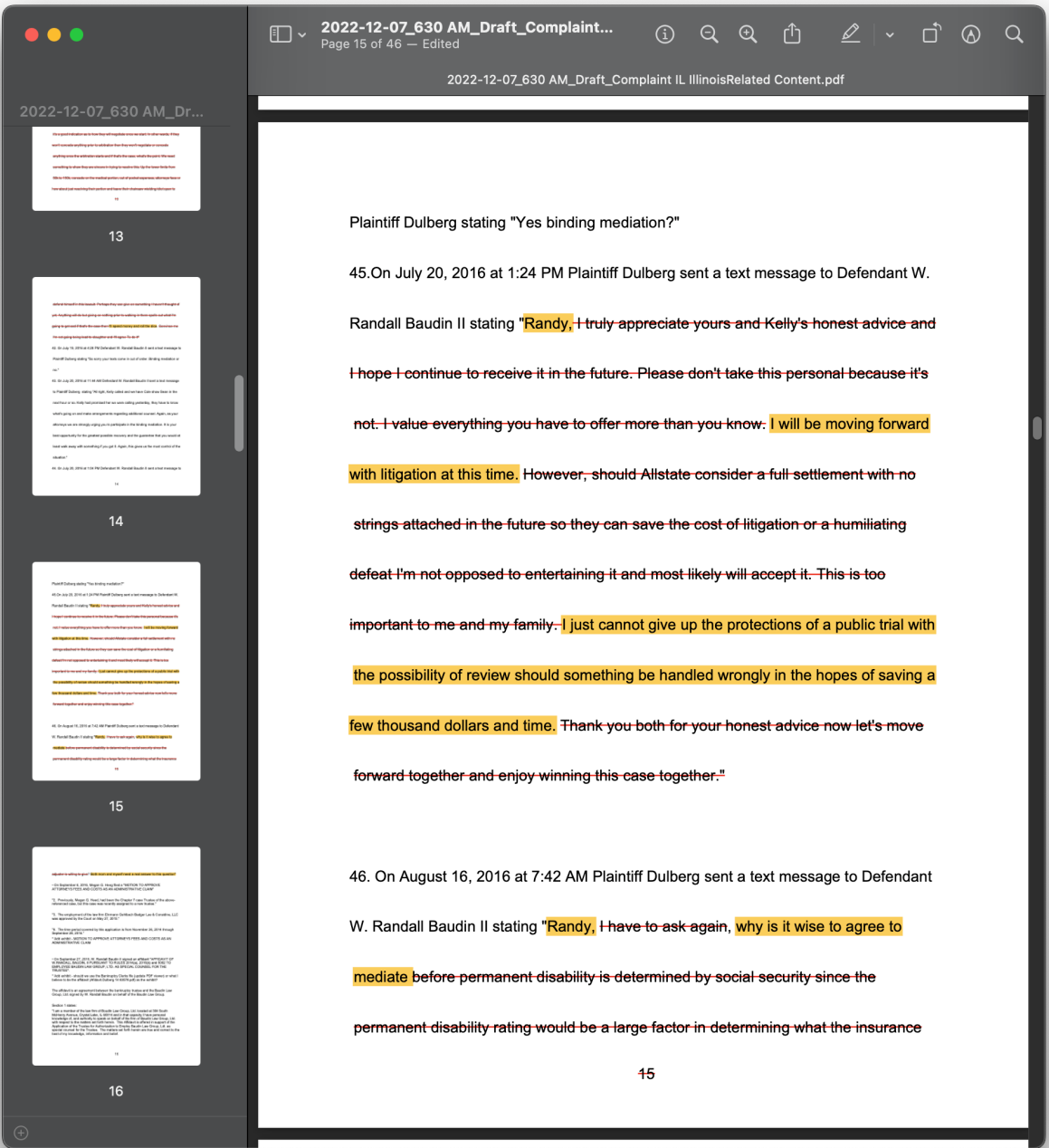


defend himself in this lawsuit. Perhaps they can give on something I haven't thought of yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter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