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Judge: Calendar, U

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.	)	CASE NO. 2022L010905
ADR SYSTEMS OF AMERICA, LLC., et al.	)	
Defendants,	)	

DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

> The court may use a two fold process similar to the one used in contempt proceedings: (i) determine whether the conduct violated Rule 137; and, if so, (ii) grant leave to file a petition for attorney fees itemizing the time spent obtaining this ruling. (Law Offices of Brendan R. Appel, LLC v. Georgia's Restaurant & Pancake House, Inc., 2021 IL App (1st) 192523, ¶ 59).[1]

1. Dulberg was not allowed to file a response to the Motion for Sanctions in the two fold process being used, so this response provides our response to both of the two fold processes.

A. TIMELINE OF EVENTS THAT LED TO ADR SYSTEM OF AMERICA, LLC'S PETITION FOR SANCTIONS UNDER RULE 137:

2. From September 27, 2022 onward Kost and Dulberg began drafting a civil complaint against the Baudins and Joseph Olsen that we later instructed Talarico to review and file on or before December 8, 2022.

3. There is an email chain with each successive draft of the civil complaint against the Baudins and Joseph Olsen prepared by Kost from September 27, 2022 to November 12, 2022. (**Exhibit AA)**

4. On October 28, 2022 Dulberg first received a copy of the fraudulent ADR agreement from Chapman. (**Exhibit AB)**

5. The complaint draft of November 12, 2022 is included as (**Exhibit AC).**

6. On December 1, 2022 Dulberg sent the entire contents of the November 12, 2022 complaint draft as an email to Talarico. (**Exhibit AD)**

7. On December 6, 2022 Talarico sent his first edit of the Baudin Olsen complaint to Dulberg. Note that it is an exact copy of Dulberg's December 1, 2022 email described in paragraph 6. (**Exhibit AE)**

8. On December 7, 2022 Talarico sent his second edit of the Baudin Olsen complaint to Dulberg. (**Exhibit AF)**

9. On December 8, 2022 at 9:14AM Talarico sent his third edit (a 3 count complaint) to Dulberg. (**Exhibit AG)**

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1 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-10

FILED DATE: 2/24/2025 7:50 PM 2022L010905

10. On December 8, 2022 at 12:56PM Talarico sent his fourth (and final) edit to Dulberg. Count 4 and 5 of the complaint, 'Breach of Contract' against ADR Systems and Allstate, was added only after 9:14AM and appears for the first time at 12:56PM. (**Exhibit AH)**

11. During Talarico's four edits, Talarico deleted about 80% of the 'relevant facts' we sent to him on December 1, 2022, added only one sentence to the 'relevant facts' body of the complaint he was given to file, and added 2 new defendants (Allstate and ADR Systems) between 9:14AM and 12:56PM on December 8, 2022.

12. Among the 'relevant facts' provided to Talarico on December 1, 2022 that Talarico deleted are: All history of Dulberg's original chainsaw injury, all information about receiving a fraudulent agreement with Dulberg's signature fraudulently attached to the agreement from Mr. Chapman on October 28, 2022, all information about underlying case depositions having no valid certification pages and forged court reporters signatures attached, text messages between the Baudins and Dulberg proving Dulberg did not give consent to Binding Mediation on July 20, 2016 or at any other time, underlying case 12LA178 defendant Gagnon admitting negligence for Dulberg's injury as of March 2013, date Dulberg declared bankruptcy, all references to bankruptcy trustee Heeg, destruction of key evidence ''Walgreens RX receipts with timestamps' in unlerlying case 12LA178, all mention of Dulberg being the sole residual beneficiary of bankryuptcy estate since all criditors were paid in full, and more.

13. On December 8, 2022 Talarico filed a single count lawsuit against ADR Systems of America and Allstate which claimed a 'breach of contract' against both ADR Systems and Allstate using the complaint Talarico received from Dulberg on December 1, 2022 but edited on December 6, 7 and 8 in the methods described in paragraphs 7 to 12.

14. Dulberg signed the complaint without seeing it because Talarico telephoned Dulberg and claimed he was having internet outage issues for the past several days and wanted Dulberg's signature on the last 2 pages as soon as possible before finishing the complaint just in case Talarico's internet went down again. Talarico assured Dulberg the final complaint would be legally sufficient. Dulberg followed Talarico's instruction, hurried home, downloaded the document on or after 12:56PM (**Exhibit AH**), printed the last 2 pages and signed the last page where indicated. Dulberg then scanned in the signed page, attached it to an email and sent it back to Talarico at 1:04PM to finish. (**Exhibit AI)** Dulberg was in possession of the final complaint less than 10 minutes before sending the signed pages to Talarico.

15. Kost never saw or signed the complaint before it was filed.

16. Concerning the claim against Allstate for 'breach of contract', Talarico was in possession of evidence that at least 9 out of 10 depositions in underlying case 12LA178 had no valid certification page and at least 5 of the depositions had forgeries of court reporters signatures on the certification pages. Allstate attorneys were participants in all 10 depositions. How could Allstate not have known about the certification pages? How could Talarico not have known about the certification pages? (**Exhibit AJ1)** (**Exhibit AJ2)** (**Exhibit AJ3)** (**Exhibit AJ4)** (**Exhibit AJ5)**

FILED DATE: 2/24/2025 7:50 PM 2022L010905

(**Exhibit AJ6**) (**Exhibit AJ7**) (**Exhibit AJ8**) (**Exhibit AJ9**) (**Exhibit AJ10**) (**Exhibit AJ11**) (**Exhibit AJ12**) (**Exhibit AJ13**) (**Exhibit AJ15**) (**Exhibit AJ16**)

17. On February 24, 2023 ADR Systems filed "DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S SECTION 2-615 MOTION TO DISMISS" (**Exhibit AK**)

18. On April 17, 2023 Dulberg discovered a death in his home, Dulberg's then current live-in caretaker, Michael McArtor died early that morning. Talarico called Dulberg at approximately 8:00AM and was made aware that Dulberg cannot work with Talarico because the county sheriff and corner were in Dulberg's home conducting an investigation. On the same morning Kost's father entered the hospital with an emergency life-threatening condition (100% intestinal blockage).

19. On April 23, 2023 Talarico unilaterally chose to file an answer to ADR Systems Motion to Dismiss rather than ask the court for a time extension due to a death in Dulberg's home. Dulberg requested that Talarico ask for an extension of time to file, Talarico claimed he needed to show the court a death certificate to ask for more time and at that point Dulberg did not yet have a death certificate.[1] Dulberg and Kost never read the anwer to ADR Systems of America Motion to Dismiss. Kost was in the hospital caring for father 24/7 and Dulberg was busy making arrangments with the McArtor family and lost all the day to day help he relied upon.

20. On May 9, 2023 ADR Systems filed "DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S REPLY IN SUPPORT OF ITS SECTION 2-615 MOTION TO DISMISS". (**Exhibit AL**)

21. On May 23, 2023 Talarico sent Dulberg a retainer contract for Alan Kravets as expert witness in case 22L010905 **(Exhibit BA)**. Alan Kravets was already retained in February, 2022 as an expert witness and legal consultant in related case 17LA377 **(Exhibit BE)**. Talarico claimed to Dulberg by telephone that Talarico was already consulting with Kravets on preparations for 22L010905 as early as September, 2022.

22. On May 25, 2023 ADR Systems was dismissed from the case while Dulberg and Kost were dealing with personal tragedies. Talarico had made a strange 'breach of contract' argument during the hearing which had nothing to do with the complaint draft we gave to Talarico to file. (**Exhibit AM**)

23. On June 1, 2023 (less than 1 week after Kost first heard Talarico's 'breach of contract' argument) Talarico was clearly informed that his 'breach of contract' argument is logically and legally wrong by his clients. Talarico was clearly informed that his clients did not agree with his theory concerning the claim 'breach of contract'. Talarico never informed the court (to the present time) that Talarico was informed by his clients in writing that Talarico's 'breach of contract' argument against ADR Systems of America and Allstate is logically and legally wrong and does not represent our opinion. (**Exhibit AN**)

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1 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

24. On June 24, 2023 Talarico was provided with an ADR Systems Amended Complaint draft written by Kost and Dulberg which Talarico will never file with the court. Dulberg and Kost never used any 'breach of contract' argument in the Amended Complaint because the claim illogical and deceptive. Talarico never informed the court (to the present time) that Talarico was given an Amended Complaint written by Kost and Dulberg less than a month after Judge Otto gave Talarico permission to file an Amended Complaint. Email is (**Exhibit AO)** and the draft amended complaint is (**Exhibit AP**).

25. On August 29. 2023 Talarico verbally offered Judge Otto an in camera review of sealed federal court records on Dulberg's disability including both the complete physical and mental disability records collected by the State of Illinois' own investigators. The sealed disability records were provided directly to Dulberg by the U.S. Department of Justice on a secured Department of Justice thumbdrive and came with a letter of authenticity and a passcode to unlock the secured thumbdrive. Talarico offered the sealed records as evidence of a legal disability for the purpose of tolling the statute of limitations. Judge Otto ignored Talerico's offer and redirected the subject to only Dulberg's physical injury since there was no previous mention of mental health records in the case history while simultaneously questioning Talarico's own professional personal injury experience. Talarico conveniently 'forgot' to have a court reporter present despite a condition set by his client that all court proceedings must have a court reporter present. (**Exhibit AQ**)

26. On September 21, 2023 Talarico stated to presiding Judge "You let everyone go" when asked by the Judge if there were any more defendants remaining in 22L010905. Talarico admitted to Dulberg that he misspoke in a phone conversation immediately after the hearing, but Talarico never corrected the court record. (**Exhibit AR)**

27. On September 26, 2023 Talarico accepted a $10,000 retainer for fraud on the court cases and civil rights violations in federal court because Talarico informed Dulberg that Talarico could not make the claim of fraud on the court in Illinois courts but only in federal court.[1]

> "Today I have mailed you a check in the amount of $10,000.00 as a retainer for the multiple upcoming cases we are to file.
> The cases are based on but not limited to the following subjects:
> Fraud on the court
> Civil rights violations
> Reopening the bankruptcy
> Etc…" **(Exhibit AT)**

28. On October 10, 2023 Talarico expressed uncertainty of 22L010905 court status and appeal status. Talarico wrote (explaining again) that he misspoke on September 21, 2023 to Judge Otto but Talarico never (to the present time) acted to correct the court record. (**Exhibit AS)**

29. The information Talarico needed to know is clearly stated in "A GUIDE TO ILLINOIS CIVIL APPELLATE PROCEDURE" by Appellate Lawyers Association.[2]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

30. On October 11, 2023 ADR Systems filed "DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S REQUEST FOR STATUS". ADR Systems states in the document that "ADR requests that the Court conduct a status conference for the purpose of determining whether Plaintiffs intend to file an Amended Complaint as to ADR (noting that it remains ADR's position that no set of facts exist by which Plaintiffs could state a viable claim against ADR). If Plaintiffs intend to file an Amended Complaint, ADR asks the Court to schedule a brief period of time for them to do so." (**Exhibit AU**)

31. On and before October 31, 2023 Talarico told Dulberg not to attend the hearing scheduled for October 31, 2023 in 22L010905 before Judge Otto. Dulberg did not attend the hearing and Talarico told Dulberg that Talarico did not attend the hearing (but we do not know whether Talarico attended the hearing; perhaps Talarico attended and did not inform his clients). No transcript of the hearing exists. The reasons Talarico gave Dulberg to not attend the hearing are stated in (**Exhibit AV**).

32. On the telephone just before the hearing Talarico made Dulberg believe that ADR erred by filing in the Circuit Court because the jurisdiction had already transferred to the Appellate Court and if ADR wanted to file a Motion for Status that they would have to address it at the Appellate Court level or wait until the Appellate Court sent the case back down to the Circuit Court. Talarico further led Dulberg to believe that if Dulberg were to file an answer to the Motion for Status or attend the Circuit Court hearing to explain that the appeal was filed then Dulberg would be forfeiting his appeal and the jurisdiction would automatically revert back to the Circuit Court and that the time limit for filing any appeal would have expired.[1]

33. On November 17, 2023 ADR Systems filed "ADR SYSTEMS OF AMERICA, LLC'S PETITION FOR SANCTIONS UNDER RULE 137". (**Exhibit AW**)

34. On January 11, 2024 Talarico appeared before Judge Otto to schedule the sanctions hearing and dates briefs are due. They did not discuss Talarico's absence from the October 31, 2023 hearing. Talarico never gave the court a reason why he did not attend October 31, 2023 hearing to Judge Otto. Judge Otto never asked for any explanation. (We believe Talarico was possibly at the October 31, 2023 hearing without telling us.) We were very surprised when the issue was not mentioned in the short hearing. (**Exhibit AX**)

35. On January 14, 2023 Talarico abruptly resigned as Dulberg's and Kost's counsel. (**Exhibit AY**)

36. Talarico refused to give Dulberg or Kost any case files after resigning as counsel in violation of the fee agreement contract to provide case files upon request. (**Exhibit AZ**)

37. From March, 2024 to February, 2025 Kost created about 100 videos explaining all aspects of what happened to Dulberg in Illinois cases 12LA178, BK 14-83578, 17LA377 and 22L010905 and what Dulberg's retained law firms did to him. Kost placed the videos and all supporting

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

evidence on a public website (www.fraudonthecourt.net). Dulberg watched the videos (www.fraudonthecourt.net/video) and informed Kost of any known mistakes for correcting. Kost and Dulberg did this to (1) defend themselves, (2) warn the public they are in danger of similar schemes, and (c) notify Judicial authorities in Illinois of these schemes to try to protect themselves and the general public.

38. On July 15, 2022 Dulberg filed "COMBINED MOTIONS AND REQUESTS". asking for leave to file multiple motions. On July 16, 2024 Kost explained to Judge Swanagan that Dulberg was set up and is the victim of a fraud and that there is evidence of collaboration between opposing counsels to target Dulberg. (**Exhibit BB**)

39. On December 17, 2024 Kost again explained to Judge Swanagan that Dulberg and Kost were set up and this is a fraud against Dulberg and a fraud on the court. There is evidence of collaboration between opposing counsels to target Dulberg. Judge Swanagan denied all motions requested by Dulberg and ordered granting of sanctions against Dulberg and Talarico. (**Exhibit BC)**

B. REASONS WHY SANCTIONS SHOULD NOT BE APPLIED TO DULBERG

40. On October 28, 2022 Mr Chapman himself on behalf of ADR Systems personally caused, passed and transmitted to Dulberg through Talarico via email a fraudulent Binding Mediation Agreement. This fraudulent Binding Mediation Agreement has Dulberg's signature fraudulently placed on it. (See **Exhibit 11** of Dulberg's complaint in the instant/current case) (**Exhibit BD)**

41. The Bankruptcy Court did not approve entry into this fraudulent Binding Mediation Agreement (**Exhibit BF)** and did not approve Dulberg to personally enter into any agreement whatsoever. (**Exhibit BG)**

42. The Bankruptcy Court only approved Trustee Olsen to enter into a very different Binding Mediation Agreement. (**Exhibit BH)**

43. Both the fraudulent Binding Mediation Agreement and the Bankruptcy Court authorized Binding Mediation Agreement were created by ADR Systems.

44. ADR Systems is both the creator of the fraudulent document and the transmitter of the fraudulent document as if it were the authentic document approved by the bankruptcy court.

45. As described in paragraphs 7 to 14, Talarico deleted multitudes of relevant facts from the body of the complaint he was given to review and file, added only 1 sentence to the body of the complaint he was given to file and added 2 new defendants (Allstate and ADR Systems of America).

46. As described in paragraphs 7 to 14, on December 8, 2022 Talarico filed single count of 'breach of contract' complaints against ADR Systems of America and Allstate following this frivolous lawsuit template. Dulberg signed the complaint without seeing it. Kost never saw or signed the complaint before it was filed.

> In determining whether the signer violated Rule 137's duty of inquiry, the court applies an objective standard of what was reasonable under circumstances existing at the time of the alleged violation. Schinkel v. Bd. 26-13 of Fire and Police Comm'n of Algonquin, 262 Ill. App. 3d 310 (2d Dist. 1994) (to determine a violation of the requirement of reasonable inquiry into facts). Purpose must

FILED DATE: 2/24/2025 7:50 PM 2022L010905

be determined objectively from circumstantial evidence and statements revealing the signer's purpose. Kunstler, 914 F.2d at 519; Sussman v. Bank of Israel, 56 F.3d 450, 458 (2d Cir. 1995).[1]

The alleged violation took place on December 8, 2022 and paragraphs 7 to 14 describe how Talarico intentionally created the violation to set up his permanently disabled client.

C. CUI BONO?

47. Talarico committed willful and wanton prima facie professional misconduct and fraud against Dulberg systematically. Why? For whose benefit?

In Illinois, res judicata bars a later suit if: "(1) there was a final judgment on the merits rendered by a court of competent jurisdiction, (2) there is an identity of cause of action, and (3) there is an identity of parties or their privies." Id. (citing Nowak v. St. Rita High Sch., 757 N.E.2d 471, 477 (Ill. 2001)). The two suits need not be based on the same legal theory; it is enough if they arise out of the same set of operative facts. Muhammad v. Oliver, 547 F.3d 874, 876-877 (7th Cir. 2008). If res judicata applies, it bars re-litigation of the original claims, as well as claims that could have been raised in the first suit. Chicago Title Land Trust Co. v. Potash Corp. of Saskatchewan Sales Ltd., 664 F.3d 1075, 1079-81(7th Cir. 2011).

48. Talarico intentionally set up a Res Juditaca bar on any claim Dulberg has against ADR Systems forever in the future by setting up an intentionally fraudulent 'breach of contract' claim as a simple frivolous lawsuit set up to be summarily dismissed quickly and then Talarico intentionally destroyed any filing of any amended complaint and intentionally destroyed any possible appeal.

49. The deliberate addition of 'breach of contract' claims is willful and wanton prima facie professional misconduct and fraud against Dulberg.[2]

D. A PATTERN OF SIMILAR BEHAVIOR TOWARD OTHER DEFENDANTS

50. Talarico also intentionally set up a Res Judicata bar on any claim Dulberg has against Allstate forever in the future by setting up an intentionally fraudulent 'breach of contract' claim as a simple frivolous lawsuit set up to be summarily dismissed quickly and then Talarico intentionally destroyed any filing of any amended complaint and intentionally destroyed any possible appeal.

51. In relation to defendants Baudins and Olsen, Talarico intentionally removed: Date of Dulberg's bankruptcy filing, any mention of bankruptcy trustee Heeg, any mention of the fact that Defendant Gagnon admitted negligence for Dulberg's injury as of March, 2013, text messages proving that Dulberg never gave consent to Binding mediation on July 20, 2016 like the Baudins claim (or at any other time), Dulberg's status as sole residual beneficiary of the bankruptcy estate once all creditors were paid in full (and they were), evidence of burial of key evidence by Dulberg's own attorney in 12LA178, evidence that at least 9 ourt of 10 depositions have no valid certification page and at least 5 have court reporters signatures forged on certification pages, any mention of original chainsaw injury, any mention that Polovich and Mast, then Balke tried to get Dulberg to settle with remaining defendant for $50,000 without any input or oversight from the bankruptcy trustee, any mention that The Baudins and Allstate alone created the binding medation conditions and the 'upper cap' without any oversignt of the bankruptcy trustee Heeg.

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1 Illinois Judicial Benchbook on Civil Law and Procedure (2022), pages 26-12, 26-13

2 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

52. The deliberate removal of important information is willful and wanton prima facie professional misconduct and fraud against Dulberg.[1]

E. A PATTERN OF SIMILAR BEHAVIOR IN OTHER CASES

53. The court generally should admit evidence of similar conduct in other cases to prove the signer acted for an improper purpose. Clark v. Gannett Co., Inc., 2018 IL App (1st) 172041, ¶ 71.[2]

Mr. Talarico helped discover Judicial Fraud that took place in the underlying case 12LA178 and a related case 17LA377. Mr. Talarico knowingly hid these facts from the Twenty Second Judicial Circuit, the First Judicial Circuit in this instant cause of action 2022L010905 and from both Appellate Courts and the Illinois Supreme Court by intentionally ruining the Appellate Court Brief and the Supreme Court Petition. Associate Judge Thomas A. Meyer and Associate Judge Joel D. Berg both have Judicial Conflicts of Interest with Thomas J. Popovich and the Law Offices of Thomas J. Popovich P.C.. In Fact, the whole of the Judiciary in the Twenty Second Judicial Circuit had Judicial Conflicts of Interest with Thomas J. Popovich and the Law Offices of Thomas J. Popovich P.C. and have willingly self recused before, during and after 12LA178 and 17LA377. The then Chief Judge of the Twenty Second Judicial Circuit had filed M.R. 898's sending other cases involving Thomas J. Popovich out of the circuit (at the same time Dulberg's cases involving Thomas J. Popovich were ignored and heard by Judges with clear Judicial Conflicts of Interest in the Twenty Second Judicial Circuit). The evidence strongly suggests the Twenty Second Judicial Circuit will not self recuse when it benefits Thomas J. Popovich and there is little chance of the Judicial Conflict being discovered by the opposing party. For example, even though Judge Meyer stated he was friends with Popovich in 2012 and recused himself from case 12LA326, Judge Meyer later presided over 15CV265 with Popovich as a defendant (found not guilty) and Judge Meyer presided over both 12LA178 and the resulting legal malpractice case 17LA377 with the Popovich law firm as defendant (found not guilty). (**Exhibit BI-1)** (**Exhibit BI-2)** (**Exhibit BI-3)** (**Exhibit BI-4)** (**Exhibit BI-5)** (**Exhibit BI-6)** (**Exhibit BI-7)**

54. In February of 2022 Talarico claimed to retain an expert witness named Alan Kravets in related case 17LA377. Talarico also claimed to retain Alan Kravets for 22L010905. **(Exhibit BA)** In Talarico's February 08, 2024 answer to the petition for sanctions, Talarico never mentioned expert witness Alan Kravets. Did Kravets play a role in determining legal sufficiency of Talarico's final edit between 9:14AM and 12:56AM on December 8, 2022? Did Alan Kravets advise Talarico to place counts 4 and 5 in the final edit of the complaint? Was Alan Kravets consulted by Talario when Talarico told Dulberg not to attend the October 31, 2023 status hearing (described in paragraph 31 and 32)? If not, what was Alan Kravets retained for? If yes, then the legal advice of expert witness Alan Kravets goes to the heart of the question of who is responsible for the penalty of sanctions. Dulberg does have a cashed checks that paid for the legal opinions of Alan Kravets for both 17LA377 and 2022L010905. Dulberg has never recieved any reports concerning Alan Kravets legal opinion. To this day Dulberg is attempting to contact Alan Kravets

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2 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-9

FILED DATE: 2/24/2025 7:50 PM 2022L010905

unsuccessfully.

55. Mr Talarico's current counsel Tom Long (personally) and the firm Konicek & Dillon represented Thomas J. Popovich in the Twenty Second Judicial Circuit. 15LA78 and 12LA326 (First Circuit Case No. 2012L000196), cases where Associate Judges Thomas A. Meyer and Joel D. Berg recused themselves due to Judicial Conflicts of Interest with Popovich in some cases but not in other cases. Members of the firm Konicek & Dillon are potential witnesses to Judicial Fraud that benefits Popovich. In addition, Mr Dulberg had multiday confidential telephone consultations with Konicek & Dillon about representation in 17LA377. Dulberg was denied representation by Konicek & Dillon due to their conflict of interests with Popovich. (**Exhibit BI-1)** (**Exhibit BI-2)** (**Exhibit BI-3)** (**Exhibit BI-4)** (**Exhibit BI-5)** (**Exhibit BI-6)** (**Exhibit BI-7)**

56. In deciding whether to impose a sanction, the court should consider the following non-exclusive factors: (i) the degree of bad faith; (ii) whether an award of fees could deter others from acting under similar circumstances; and (iii) the relative merits of the parties' positions. Penn v. Gerig, 334 Ill. App. 3d 345, 354 (4th Dist. 2002). Other factors include: (iv) prejudice to the opposing party; (v) whether a lesser sanction will cure the prejudice and allow for a ecision on the merits; and (vi) whether a lesser sanction will protect the integrity of the court system. Santiago, 2012 IL 111792, ¶¶ 15-21.[1]

(i) There was no bad faith by Dulberg, and (ii) awarding fees will encourage more attorneys to commit fraud against their client and fraud on the court.

57. Petition Requirements. The Rule 137 petition must identify: (i) the statements that were false or made for an improper purpose; and (ii) the expenses including attorney fees that resulted from these statements. Ill. S. Ct. R. 137; Patton v. Lee, 406 Ill. App. 3d 195, 200 (2d Dist. 2010) (applying a comparable provision of the Domestic Violence Act and discussing decisions under § 2-611).[2]

Dulberg made no false statements. The petition does not identify false statements. The only false statements insinuated are those that Talarico intentionally placed in the final draft between 9:14AM and 12:56PM on December 8, 2022 (described in paragraphs 7 to 14).

58. Talarico filed a reply to ADR Systems Summary Judgment without any review from his clients and while his clients were experiencieng death in the household and life threatening injuries in the household.

59. Once it appears that a party's prior factual allegation is in error, the error "must be brought forthrightly to the attention of court and opposing counsel, at the least in the next available court filing." Anderson, 177 Ill. App. 3d at 627; accord Am. Access Cas. Co. v. Alcauter, 2017 IL App (1st) 160775, ¶ 42.[3]

As of June 1, 2023 Talarico was informed by his clients that his breach of contract claim is not valid and does not represent any claim by us (as described in paragraph 23). As of June 24, 2023 Talarico was provided with an Amended Complaint against ADR Systems. There was no mention of any breach of contract argument (described in paragraph 23).

60. Effect of Correction or Failure to Correct. If false pleadings are promptly supplemented by other pleadings that correct the error, the court may refuse to sanction the signing party. See Tech. Innovation Ctr., Inc., 315 Ill. App. 3d at 245-46 (upholding a refusal to

1 Illinois Judicial Benchbook on Civil Law and Procedure (2022), pages 26-13, 26-14

2 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-9

3 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-6

FILED DATE: 2/24/2025 7:50 PM 2022L010905

award sanctions when a subsequently-filed affidavit had contained the correct information). If, however, an attorney does not correct an error that has been brought to the attorney's attention, the court may conclude that a Rule 137 sanction is required. Anderson, 177 Ill. App. 3d at 627.[1]

Even though Talarico placed counts 4 and 5 'breach of contract' claims against ADR Systems and Allstate after 9:14AM on December 8, 2022 and tricked Dulberg into signing the fourth edit of the complaint without reading the document, Dulberg and Kost acted to correct the error within 1 week of hearing Talarico make the intentionally deceptive argument on May 25, 2023. Talarico was also provided with an Amended Complaint in which the error was corrected on June 24, 2022.

61. Multiple Reasons. If a signer had multiple reasons for filing a paper, the court should apply a sine qua non standard - i.e., ask whether the claim would have been pursued "but for" the improper purpose. Maxxam, Inc., 523 F.3d at 583; Stanford v. Corbin, 2011 WL 893111, at *7 (E.D. Mich. 2011). Rule 137 appears to be interpreted similarly. See Katsoyannis, 2016 IL App (1st) 150036, ¶ 51 (trial court properly did not sanction plaintiff because "plaintiffs' subjective motivation in bringing the lawsuit was [not] to harass defendants [nor] to strong arm them into relinquishing a portion of their property" and "the underlying disputes were not commenced for harassment purposes only").[2]

Dulberg had multiple reasons to file the complaint of December 8, 2022. As described in paragraphs 2 to 15, the complaint was written by Kost and Dulberg naming the Baudins and Olsen. Talarico placed counts 4 and 5, 'breach of contract' in the complaint between 9:14AM and 12:56PM on December 8, 2022 and had Dulberg sign the last pages within 10 minutes of Dulberg receiving the complaint at 12:56PM. On August 29, 2023 Talarico himself submitted sealed court records to the court on Dulberg's legal disability due to physical and mental injuries. So why did Talarico have only Dulberg sign the complaint on December 8, 2022 without having the other plaintiff Thomas Kost (trustee of Paul R. Dulberg Revocable Trust) look at or sign the complaint?

62. Rule 137 sanctions are penal in nature. Burnett, 2021 IL App (1st) 210135, ¶ 42. "While these sanctions may have a compensatory feature, they are analogous to punitive damages, which are designed to punish wrongdoers and deter others from the same conduct." Id. (reversing a sanctions order that used the incorrect standard of "compensation and reimbursement").[3]

Dulberg is not a wrongdoer. Talarico committed willful and wanton prima facie professional misconduct against Dulberg. Talarico is a wrongdoer. Dulberg is a target.

63. Expenses Tied to False Statement. In order to award only the expenses incurred "because of" the improperly filed paper, the court generally should insist that the party seeking the sanction separate these expenses from other expenses incurred in the suit. Patton, 406 Ill. App. 3d at 200-01 (applying a comparable provision of the Domestic Violence Act and discussing decisions under § 2-611). If, however, the false statements are "the cornerstone of an entirely baseless lawsuit," an isolated focus on each reimbursable component is not required. Id. at 200.[4]

In this case Talarico is responsible for the edits that produced the false statements acting as "the cornerstone of an entirely baseless" and

1 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-6
2 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-8
3 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-10
4 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-14

FILED DATE: 2/24/2025 7:50 PM 2022L010905

deliberately deceptive claim of 'breach of contract'. Dulberg had nothing to do with the final edits on December 8, 2022. Rather, they were a deliberate trick played on Dulberg by Talarico to benefit opposing parties. The deliberate scheme is (a) to set up a res judicata bar on all future claims by filing a single count complaint claiming something absurd like 'breach of contract' and (b) file it as a simple frivolous lawsuit intentionally.

F. FURTHER REASONS WHY SANCTIONS SHOULD NOT BE APPLIED TO DULBERG FOR BILLING AFTER JUNE, 2023

64. On October 31, 2023 and before Talarico told Dulberg not to attend the October 31, 2023 hearing in 22L010905 before Judge Otto. The reasons Talarico gave Dulberg are described in paragraphs 31 and 32.[1] No transcript of the hearing exists.

65. On January 11, 2024 Talarico appeared before Judge Otto to schedule sanctions hearing and dates briefs are due. Talarico never gave a reason why he did not attend October 31, 2023 hearing to Judge Otto. Talarico never mentioned his legal theory given to Dulberg on and just before October 31, 2024 (and described in paragraphs 31 and 32) concerning the Ciruit Court in 22L010905's loss of jurisdiction to the Apellate Court. Talarico equated ADR Systems of America's filing and subsequent hearing for status in the Circuit Court as a kangaroo court due to the filing of the appeal and a jursidictional change to the Appellate Court.[1]

66. On January 14, 2024 Talarico abruptly resigned.

67. On February 8, 2024 Talarico filed a document on our behalf which does not represent our views and is hostile to our interests. The document never mentions Talarico's legal theory given to Dulberg (and described in paragraph 18) about the court being a kangaroo court. Talarico intentionally switched legal theories from the court being a kangaroo court to his argument given on February 8, 2024.

68. On July 16, 2024 Mr Chapman said the following:

> "Judge Otto allowed Mr. -- made it without prejudice so that the other motions could be heard, some were on summary judgment, and that then Mr. Talarico could decide what to do. That was the reason why he did it."

This is not true. Judge Otto allowed Mr Talarico a chance to amend the original complaint. By June 24, 2023 Mr Talarico was provided with an amended complaint written by his clients. (See paragraph 23).

> "If you read the transcript of that hearing, I did not get any sense that Judge Otto perceived a kernel of truth or a kernel of something to which could be added on to" Again, Judge Otto explicitly allowed Mr Talarico a chance to amend the original complaint.

Again, Judge Otto allowed Mr Talarico a chance to amend the original complaint.

> "was the complaint, as a matter of fact, did it have a reasonable basis in fact and law to be filed? The answer is unequivocally it did not. Based on that answer, you should grant our request for an award of sanctions."

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1 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The complaint Dulberg and Kost wrote (see paragraphs 2 to 6) and provided to Talarico had a reasonable basis in fact and law to be filed. The fourth and final edit of the complaint at 12:56PM on December 8, 2022 described in paragraphs 7 to 13 had no reasonable basis in fact and law to be filed. Talarico intentionally inserted counts 4 and 5 only in the fourth and final edit to set up his permanently disabled client.

G. FRAUD ON THE COURT CLAIMS IN ILLINOIS COURTS

69. 'Fraud on the Court' is a claim that has been addressed in Illinois courts.[1]

70. When 'Fraud on the Court' is addressed in Illinois courts no definition of 'Fraud on the Court' unique to Illinois is cited. Rather, the definition used in Federal courts appears to be assumed. We will also cite Federal court definitions here:

> The Second Circuit Court of Appeals has narrowly defined fraud on the court which warrants the setting aside of a judgment as "that species of fraud which does or attempts to defile the court itself ... so that the judicial machinery can not [sic] perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Martina Theatre Corp. v. Schine Chain Theatres, Inc., 278 F.2d 798, 801 (2d Cir.1960) (quoting 7 Moore, Federal Practice, ¶ 60.33 at 512 (2d ed.)). See Kupferman v. Consolidated Research & Mfg. Co., 459 F.2d 1072, 1078-1079 (2d Cir.1972); Kenner v. Commissioner of Internal Revenue, 387 F.2d 689, 691 (7th Cir.1968); Lockwood v. Bowles, 46 F.R.D. 625, 631 (D.D.C.1969).[2]
>
> "Fraud on the court" is defined in terms of its effect on the judicial process, not in terms of the content of a particular misrepresentation or concealment. Fraud on the court must involve more than injury to a single litigant; it is limited to fraud that "seriously" affects the integrity of the normal process of adjudication. Fraud on the court is limited to fraud that does, or at least attempts to, "defile the court itself" or that is perpetrated by officers of the court "so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases."[3]

71. The Dulberg cases go to the heart of the corruption of this adversarial relationship between plaintiff and defendant that makes court valid. Using these standards Talarico committed fraud on the court and fraud against Dulberg. The opinion continues:

> As indicated there, one usual component of fraud on the court is the complicity of an officer of the court itself, most often a lawyer in the case (see, e.g., In re Golf 255, Inc., 652 F.3d 806,809 (7th Cir. 2011)). More specifically, courts have defined it as "that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court (i.e., lawyers) so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases." Id. (quoting Drobny v. Commissioner, 113 F.3d 670, 677-78 (7th Cir. 1997)); see also Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 (5th Cir. 1978)[4]

72. We are requesting an evidentiary hearing based on the following decisions on improper purpose and on the fee petition:

> Necessity of Hearing. The court always should hold an evidentiary hearing when a sanction award is to be based on improper

---

1 We are not citing the following cases as precedents, we are simply showing that Fraud on the Court claims have been recognized in Illinois courts historically: Arboretum Mall Owner LLC v Heung Baek, 2016 IL App (1st) 142649-U, Brown v Keller, 1864, Cagwin v Flynn, 2023 IL App (3d) 230086-U, Deutsche Bank National Trust Company v Fedorova, 2017 IL App (1st) 161350-U, Grimm v Grimm, 1922, In re Adoption of E.L., 315 Ill.App.3d 137 (2000), In re Crisel, 101 Ill.2d 332 (1984), In re Lada, 69 Ill.2d 581 (1978), In re Lamberis, 93 Ill.2d 222 (1982), In re Marriage of Moore, 2018 IL App (3d) 170279-U, In re Mitan, 75 Ill.2d 118 (1979), In re Reynolds, 32 Ill.2d 331 (1965), In re Segall, 117 Ill.2d 1 (1987), LinkCo, Inc. v. Lewis Brisbois Bisgaard & Smith, 2012 IL App (1st) 111512-U, MacDonald v. Wagenmaker, 2024 IL App (1st) 230089, Martin v. Martin, 57 Ill. App.3d 486 (1978), Metzger v. Brotman, 2021 IL App (1st) 201218, People v Walker, 2016 IL App (2d) 140922-U, U.S. Bank Trust, N.A. v. Love, 2016 IL App (1st) 153614-U, Yun v Riley, 2017 IL App (3d) 160779-U

2 Golf 255, Inc, case 06-31728, U.S. Bankruptcy Court Southern District of Illinois, 12-17-2009 Opinion

3 Moore's Federal Practice § 60.21[4][a] at 60-56 (footnotes and supporting authoritative caselaw omitted)

4 U.S. v. Hosseini, case 13-C-2472, U.S. District Court Northern District of Illinois, 4-19-2016 MEMORANDUM Opinion

FILED DATE: 2/24/2025 7:50 PM 2022L010905

purpose. Hess, 2012 IL App (5th) 090059, ¶ 26 (dictum); Century Road Builders, Inc. v. City of Palos Heights, 283 Ill. App. 3d 527, 531 (1st Dist. 1996). The court generally should admit evidence of similar conduct in other cases to prove the signer acted for an improper purpose. Clark v. Gannett Co., Inc., 2018 IL App (1st) 172041, ¶ 71.[1]

Hearing. If a party simply presents bills issued to the client listing work hours multiplied by an hourly rate, the party has not presented the evidence to justify its fee petition, particularly when the bills contain opaque entries such as "Attention to status and strategy," so the court must not deny the other party's request for an evidentiary hearing. Williams Montgomery & John, Ltd., 2017 IL App (1st) 161063, Â¶ 49.[2]

73. The factual basis of what happened with respect to any sanctionable action by Dulberg is the chronological record listed in paragraphs 2 to 39 with each listing backed by documented evidence.

Separate Written Order. When a sanction is imposed under Rule 137, the court must set forth in the judgment order, or in a separate written order, the factual basis of any sanction. Ill. S. Ct. R. 137; Peterson v. Randhava, 313 Ill. App. 3d 1, 8 (1st Dist. 2000); Bank of Homewood v. Chapman, 257 Ill. App. 3d 337 (1st Dist. 1993)[3]

It is our opinion that the chronological record of events described in paragraphs 2 to 39 should be at the heart of any description of the factual basis of any sanction included in the final judgment ouder or separate written order required by law.

74. "Conclusory averments of the existence of fraud made on information and belief and unaccompanied by a statement of clear and convincing probative facts which support such belief do not serve to raise the issue of the existence of fraud." Booker v. Dugger, 825 F.2d 281, 283- 84 (11th Cir. 1987).

We have also informed the court that key evidence is contained in the complete recorded telephone conversations between Dulberg and Talarico. The evidence given here together with complete communications records between Talarico and Dulberg provide the court with clear and convincing evidence of Talarico systematically committing willful and wanton prima facie negligent conduct and fraud ***for the benefit of opposing parties and potential opposing parties***.

H. CONCLUSIONS

1. Why would Dulberg be punished with sanctions when there is so much evidence of Dulberg's own attorney committing willful and wanton prima facie professional misconduct and fraud against Dulberg?

2. Why would Dulberg be punished with sanctions and any opposing parties be rewarded when there is so much evidence that Dulberg's own attorney committed willful and wanton prima facie negligent conduct and fraud against Dulberg ***for the benefit of opposing parties***? Cui bono? (Collaboration with opposing counsels)

3. Why would Dulberg be punished with sanctions for the complaint filed on December 8, 2022 when there is direct evidence of Talarico committing willful and wanton prima facie professional misconduct and fraud against Dulberg and fraud on the court during the editing process on December 8, 2022?

4. Even if the court finds that Dulberg should be punished with sanctions for the complaint filed on December 8, 2022, why would

1 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-9
2 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-11
3 Illinois Judicial Benchbook on Civil Law and Procedure (2022), page 26-14

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Dulberg be punished with sanctions ***after June, 2023 after Dulberg informed Talarico that Talarico's breach of contract argument is nonsensical and does not represent our views***? And after Dulberg submitted an advanced draft of an ADR Systems Amended Complaint which gave other reasons than 'breach of contract' and intentionally did not include 'breach of contract'?

5. Why would Dulberg be responsible for any punishment when Talarico intentionally told Dulberg an incorrect legal theory[1] about the October 31, 2023 hearing and then Talarico changed his legal theory?

6. How can Dulberg be held responsible for the fourth and final edit at 12:56PM on December 8, 2022 of the filed complaint while the role of Dulberg's retained expert witness Alan Kravets is ignored? Shouldn't the punishment of sanctions be directed on whether Kravets was responsible for the final edit (and on whether Talarico lied about Kravets and simply stole the money Talarico claimed to pay to Kravets)?

7. In addition, even though Talarico removed the statement from the complaint filed on Decmber 8, 2022 that Dulberg received a forged document in the form of a contract from ADR Systems of America on October 28, 2022, Dulberg later stated on June 23, 2023 in PLAINTIFFS' RESPONSE TO DEFENDANTS' (FIRST) ARGUMENT THAT PLAINTIFFS' CLAIMS AGAINST THE BAUDIN DEFENDANTS SHOULD BE DISMISSED PURSUANT TO 735 ILCS 5/2-619(A)(9) BECAUSE THE PLAINTIFFS COULD NOT HAVE SUSTAINED A PECUNIARY DAMAGE AS A PROXIMATE RESULT OF THE HANDLING OF THE PERSONAL INJURY CLAIM WHERE THE PERSONAL INJURY CLAIM WAS OWNED AND CONTROLLED BY THE BANKRUPTCY ESTATE, NOT THE PLAINTIFF. paragraph 17 the same thing. If these statements are on the record, how can ADR Systems of America claim that Dulberg has made no claim against them?

8. Dulberg would not have filed against ADR Systems of America but for the obvious nature of the fraudulent documents that contributed to and directly caused this case to be filed. Dulberg would not have filed this case if Mr Chapman on behalf of ADR Systems had transmitted the authentic Binding Mediation Agreement authorized to be entered into by the Bankruptcy Court. ADR Systems is both the creator of the fraudulent document and the transmitter of the fraudulent document as if it were the authentic document approved by the bankruptcy court.

9. Dulberg never intended to file a frivolous complaint based on a 'breach of contract' argument against ADR Systems. The 'breach of contract' argument is a decoy or a ploy (a scheme) that Talarico inserted into the complaint between 9:14AM and 12:56PM on December 8, 2022 thereby committing fraud against Dulberg.

10. We believe if this court were to award ADR Systems any punitive santions against Dulberg it would equate to awarding those who created and passed/transmitted fraudulent documents. Any award for punitive damages would only act to encourage ADR Systems to create and pass/transmit fraudulent documents in the future.

The court should not reward and protect acts of willful and wanton prima facie professional negligence against Dulberg, fraud against Dulberg, fraud on the court, conspiracy to commit fraud against Dulberg and conspiracy to commit fraud on the court by awarding any sanctions against Dulberg. Furthermore, we are asking the Judge to use their power to initiate their own motion for sanctions against those who used the court system to conduct fraud on the court and conspiracy to commit fraud on the court because "[n]o fraud is more odious than an attempt to subvert the administration of justice." See Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 251 (1944) (Roberts, J., dissenting).

WHEREFORE, the Plaintiffs, **PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST**,

1 It is prima facie negligent conduct for an attorney to misadvise a client on a settled point of law that can be looked up by through ordinary research techniques.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

pray that the Court enter an Order ***DENYING*** **ADR'S PETITION FOR AN AWARD OF ATTORNEYS' FEES AND COSTS** ***WITH PREJUDICE.***

Respectfully submitted, this 24th day of February 2025

By: /s/ Paul R. Dulberg
Paul R. Dulberg
4606 Hayden Ct.
McHenry, Illinois 60051
(847) 497-4250
Paul_Dulberg@comcast.net

Pro se for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

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 verily believes the same to be true.

/s/ Paul R. Dulberg
Paul R. Dulberg

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gmail **T Kost <tkost999@gmail.com>**

complaints

18 messages

T Kost <tkost999@gmail.com> Tue, Sep 27, 2022 at 6:45 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

see attached

complaints.zip
15K

T Kost <tkost999@gmail.com> Tue, Sep 27, 2022 at 11:07 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

I put a lot more in. The zip attachment is the newest version.

you can add stuff if you want right into the text file.

It is important we are always using and editing the most recent version.

Every time there is a newest version all the older versions will be treated as out-of-date and useless.

See attachment for newest version

On Tue, Sep 27, 2022 at 4:45 PM T Kost <tkost999@gmail.com> wrote:
see attached

complaints.zip
27K

T Kost <tkost999@gmail.com> Thu, Sep 29, 2022 at 12:50 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

The very latest complaints folder. I am finished for now and you can edit if you want.
[Quoted text hidden]

complaints.zip
33K

T Kost <tkost999@gmail.com> Thu, Sep 29, 2022 at 9:42 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

Newest, most updated version.

Don't edit this one before talking to me
[Quoted text hidden]

complaints.zip
44K

Exhibit AA

FILED DATE: 2/24/2025 7:50 PM 2022L010905

T Kost <tkost999@gmail.com> Sun, Oct 2, 2022 at 3:03 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

Newest version. The Baudin stuff is so developed that it is almost ready (except exhibits).
[Quoted text hidden]

complaints.zip
57K

T Kost <tkost999@gmail.com> Mon, Oct 3, 2022 at 12:40 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

newest, best version attached
[Quoted text hidden]

complaints.zip
62K

T Kost <tkost999@gmail.com> Wed, Oct 5, 2022 at 8:18 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

newest attached
[Quoted text hidden]

complaints.zip
63K

T Kost <tkost999@gmail.com> Wed, Oct 5, 2022 at 4:26 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

newest attached. Includes the newest Baudin and Gooch material
[Quoted text hidden]

complaints.zip
71K

T Kost <tkost999@gmail.com> Thu, Oct 6, 2022 at 2:31 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

Newest complaints.

Has all the Baudin Gooch stuff we discussed plus some things you haven't seen yet.
[Quoted text hidden]

complaints.zip
73K

T Kost <tkost999@gmail.com> Thu, Oct 6, 2022 at 3:51 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

I'm sending this latest one out close to 4:00AM.

I figured out the Gooch code. It is included in the Gooch complaint. I'll explain tomorrow.
[Quoted text hidden]

Exhibit AA

FILED DATE: 2/24/2025 7:50 PM 2022L010905

complaints.zip
75K

T Kost <tkost999@gmail.com> Thu, Oct 6, 2022 at 4:38 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

By the way, there is direct evidence of Gooch collaborating with Flynn. It's already included in the newest Gooch complaint.

Can you spot how they collaborate?
[Quoted text hidden]

T Kost <tkost999@gmail.com> Thu, Oct 6, 2022 at 11:47 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

best yet attached
[Quoted text hidden]

complaints.zip
79K

T Kost <tkost999@gmail.com> Sat, Oct 8, 2022 at 1:27 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

newest attached.

Baudins is ready to have the details filled in by you.
[Quoted text hidden]

complaints.zip
80K

T Kost <tkost999@gmail.com> Tue, Nov 1, 2022 at 1:51 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

The Baudin Olsen complaint is ready for you to begin to edit. attached.
[Quoted text hidden]

2_baudin_olsen_complaint.txt
83K

Paul Dulberg <Paul_Dulberg@comcast.net> Tue, Nov 1, 2022 at 6:49 AM
To: Tom Kost <tkost999@gmail.com>

Baudin and Olsen Complaint

LEGAL MALPRACTICE

A. Parties and Venue

1. Paul Dulberg, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

2. Baudin & Baudin is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

Exhibit AA

FILED DATE: 2/24/2025 7:50 PM 2022L010905

3. W. Randal Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

5. As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for Randal Baudin's actions alleged herein.

6. Randal Baudin is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

7. W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

8. W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

9. As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for W. Randal Baudin II's actions alleged herein.

10. The Baudin Law Group is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

11. W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

12. W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

13. As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Randal Baudin II's actions alleged herein.

14. Kelly Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

15. Kelly Baudin is individually liable for her own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

16. As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Kelly Baudin's actions alleged herein.

[Quoted text hidden]
[Quoted text hidden]
<2_baudin_olsen_complaint.txt>

T Kost <tkost999@gmail.com> Fri, Nov 4, 2022 at 5:42 PM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

The most up-to-date version of the Baudin-Olsen complaint attached.
[Quoted text hidden]

2_baudin_olsen_complaint.txt
83K

Paul Dulberg <Paul_Dulberg@comcast.net> Sat, Nov 5, 2022 at 5:29 AM
To: Tom Kost <tkost999@gmail.com>

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The last entry below is where I am currently at. Could use a little help at this point.

Baudin and Olsen Complaint

LEGAL MALPRACTICE

A. Parties and Venue

1. Paul Dulberg, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

2. Baudin & Baudin is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

3. W. Randal Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

5. As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for Randal Baudin's actions alleged herein.

6. Randal Baudin is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

7. W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

8. W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

9. As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for W. Randal Baudin II's actions alleged herein.

10. The Baudin Law Group is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

11. W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

12. W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

13. As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Randal Baudin II's actions alleged herein.

14. Kelly Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

15. Kelly Baudin is individually liable for her own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

16. As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Kelly Baudin's actions alleged herein.

17. Venue was and is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their offices are located.

- Info on Baudin's for federal complaint. (Can Baudin & Baudin be named in federal complaint?)
- Info about Trustee Olsen for federal complaint. (Can Olsen be named in the state complaint?)

FILED DATE: 2/24/2025 7:50 PM 2022L010905

B. Relevant Facts

GAGNON AND MCGUIRES

• On or about June 28, 2011, Dulberg assisted Caroline McGuire (“Caroline”), William McGuire (“William”) (Caroline and William collectively referred to herein as “the McGuires”), and David Gagnon (“Gagnon”) in trimming long branches of a pine tree on the McGuires” property.

• Caroline McGuire and William McGuire are a married couple, who own real property in McHenry, McHenry County, Illinois (“the Property”).

• David Gagon is Caroline’s son and William’s stepson.

• Paul Dulberg ("Dulberg") lives in the next neighborhood over from the McGuire family.

• Dulberg was invited to the McGuire’s property to see if he wanted any of the wood from the tree.

• On June 28, 2011, at the Property, Gagnon was operating a chainsaw to remove branches from a tree and cut it down on the Property.

• The McGuire’s purchased and owned the chainsaw that was being utilized to trim, remove branches and cut down the tree.

• William physically assisted with removing the cut branches from the work area while supervising Gagnon’s actions.

• Caroline physically assisted by retrieving and providing any and all tools requested by William McGuire and David Gagnon while supervising Gagnon’s and William’s actions.

• Gagnon was acting on behalf of the McGuires’ under their supervision and at the McGuires’ direction.

• Caroline, William, and Gagnon all knew, or show have known that a chainsaw was dangerous and to take appropriate precautions when utilizing the chain saw.

• The safety information was readily available to Caroline and William as the safety instructions are included with the purchase of the chainsaw.

• The safety information indicated that the failure to take appropriate caution and safety measures could result in serious injury.

• The safety information indicated that the likelihood of injury when not properly utilizing the chainsaw or not following the safety precautions is very high.

• The safety instructions outlined are easy to follow and do not place a large burden on the operator of the chainsaw or the owner of the property.

• Caroline McGuire, William McGuire, and David Gagnon had notice of the potentially dangerous conditions by acquiring a chain saw that was provided with attached warnings and safety information implying that a reasonable person should exercise appropriate caution and follow the safety instructions for the chainsaw.

• Caroline, William, and Gagnon failed to act as reasonable persons by either not exercising appropriate care, failing to follow the safety instructions, or failing to instruct Gagnon to exercise appropriate care and/or follow the safety instructions.

• Caroline and William, owners of the property and the chainsaw, instructed Gagnon to use the chain saw despite Gagnon not being trained in operating the chainsaw.

• Caroline and William failed to instruct and require that Gagnon utilize the chainsaw only in compliance with the safety measures outlined in the owner’s manual.

• Gagnon failed to utilize the chainsaw in compliance with the safety measures outlined in the owner’s manual.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• Caroline and Gagnon asked Dulberg to assist.

• Caroline, William and Gagnon failed to provide Dulberg with any of the safety information outlined in the owner's manual.

• Caroline and William McGuire failed to provide Gagnon or Dulberg with any of the protective equipment necessary for the type of work to be performed as written within the safety measures outlined in the owner's manual.

• Gagnon operated the chainsaw in close proximity to Dulberg and it struck Dulberg in the right arm, Dulberg's dominant arm, cutting him severely requiring medical attention to save Dulberg's life.

• Dulberg incurred substantial and catastrophic injuries, including, but not limited to, pain and suffering, loss of use of his right arm which resulted in a finding of permanent disability by Social Security Administration on April 20, 2017 (Please see Exhibit A attached); current and future medical expenses in amount in excess of $260,000.00; Dulberg's lifelong career in photography, graphic design, and commercial printing; lost wages in excess of one million dollars; and other damages.

POPOVICH AND MAST

On or about December 1, 2011 Dulberg hired Mast, Popovich, and Thomas J. Popovich, individually to represent him in prosecuting his claims against Gagnon and the
McGuires.

Mast, Popovich, and Thomas J. Popovich, individually entered into an attorney client relationship with Dulberg. exhibit (Use contract for legal services)

Based upon the attorney client relationship, Mast, Popovich, and Thomas J. Popovich, individually owed professional duties to Dulberg, including a duty of care.

On February 1, 2013, The McGuires filed a counterclaim against Gagnon. exhibit (CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON File stamped 2/1/2013)

The cross-claim accused Gagnon of the following negligent acts and/or omissions:
a. Caused or permitted a chainsaw to make contact with Plaintiffs right arm;
b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;
c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;
d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;
e. Failed to properly warn Plaintiff prior to approaching him with an operating
chainsaw;
f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;
g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;
h. Failed to maintain proper control over an operating chainsaw;
i. Was otherwise negligent in the operation and control of the subject
chainsaw.

David Gagnon has never filed an answer to this cross-claim filed by the McGuires.

Not answering a cross-claim is an admission to all points made in the cross-claim.

* Popovich hid key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

Exhibit AA

[Quoted text hidden]
[Quoted text hidden]
<2_baudin_olsen_complaint.txt>

T Kost <tkost999@gmail.com> Sat, Nov 12, 2022 at 8:03 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>

The newest Baudin complaint is attached. All the text messages have been fixed. It is time to add exhibits.
[Quoted text hidden]

2_baudin_olsen_complaint.txt
85K

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Date : 10/28/2022 7:52:21 AM
From : "Robert Chapman"
To : "Paul Dulberg"
Cc : "Alphonse Talarico"
Subject : RE: 2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf
Attachment : 2022_10_25_10_34_55.pdf; image001.jpg;

Alphonse:

I've attached the agreement you requested.

Please let me know if you have any further questions.

Bob

Robert A. Chapman
Partner
190 South LaSalle Street, Suite 3850
Chicago, IL 60603
Phone | 312 606-8752
Mobile | 312 231-0766
Fax | 312 630-9233

chapman|spingola

Bio | vCard | Website | LinkedIn

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and delete the original message or any copy of it from your computer system. Thank you.

From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Wednesday, October 26, 2022 10:16 AM
To: Robert Chapman <rchapman@chapmanspingola.com>
Cc: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: 2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf

Dear Mr Chapman,

Please find the attached file named:
2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

If you run into any issues with the attached file please let me know so that I may correct the problem and resend.

Thank you in advance for your help with this matter.

Sincerely,
Paul

PAUL DULBERG
4606 Hayden Ct. McHenry, IL. 60051
847-497-4250
Paul_Dulberg@comcast.net

Baudin and Olsen Complaint

LEGAL MALPRACTICE

FILED DATE: 2/24/2025 7:50 PM 2022L010905

A. Parties and Venue

Paul Dulberg, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.

Baudin & Baudin is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

W. Randal Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for Randal Baudinâ€™s actions alleged herein.

Randal Baudin is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in Baudin & Baudin.

W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in Baudin & Baudin.

As an agent, employee, or shareholder in Baudin & Baudin, Baudin & Baudin is liable for W. Randal Baudin IIâ€™s actions alleged herein.

The Baudin Law Group is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.

W. Randal Baudin II, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

W. Randal Baudin II is individually liable for his own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Randal Baudin IIâ€™s actions alleged herein.

Kelly Baudin, at all times relevant herein, was a licensed attorney in the State of Illinois, engaged in the practice of law in McHenry County, Illinois, and a shareholder in The Baudin Law Group.

Kelly Baudin is individually liable for her own legal and settlement malpractice done while acting as an agent, employee, or shareholder in The Baudin Law Group.

As an agent, employee, or shareholder in The Baudin Law Group, The Baudin Law Group is liable for Kelly Baudinâ€™s actions alleged herein.

Venue was and is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their offices are located.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

B. Relevant Facts

GAGNON AND MCGUIRES

On or about June 28, 2011, Dulberg assisted Caroline McGuire (â€œCarolineâ€), William McGuire (â€œWilliamâ€) (Caroline and William collectively referred to herein as â€œthe McGuiresâ€), and David Gagnon (â€œGagnonâ€) in trimming long branches of a pine tree on the McGuiresâ€ property.

Caroline McGuire and William McGuire are a married couple, who own real property in McHenry, McHenry County, Illinois (â€œthe Propertyâ€).

David Gagon is Carolineâ€™s son and Williamâ€™s stepson.

Paul Dulberg ("Dulberg") lives in the next neighborhood over from the McGuire family.

Dulberg was invited to the McGuireâ€™s property to see if he wanted any of the wood from the tree.

On June 28, 2011, at the Property, Gagnon was operating a chainsaw to remove branches from a tree and cut it down on the Property.

The McGuireâ€™s purchased and owned the chainsaw that was being utilized to trim, remove branches and cut down the tree.

William physically assisted with removing the cut branches from the work area while supervising Gagnonâ€™s actions.

Caroline physically assisted by retrieving and providing any and all tools requested by William McGuire and David Gagnon while supervising Gagnonâ€™s and Williamâ€™s actions.

Gagnon was acting on behalf of the McGuiresâ€™ under their supervision and at the McGuiresâ€™ direction.

Caroline, William, and Gagnon all knew, or show have known that a chainsaw was dangerous and to take appropriate precautions when utilizing the chain saw.

The safety information was readily available to Caroline and William as the safety instructions are included with the purchase of the chainsaw.

The safety information indicated that the failure to take appropriate caution and safety measures could result in serious injury.

The safety information indicated that the likelihood of injury when not properly utilizing the chainsaw or not following the safety precautions is very high.

The safety instructions outlined are easy to follow and do not place a large burden on the operator of the chainsaw or the owner of the property.

Caroline McGuire, William McGuire, and David Gagnon had notice of the potentially dangerous conditions by acquiring a chain saw that was provided with attached warnings and safety information implying that a reasonable person should exercise appropriate caution and follow the safety instructions for the chainsaw.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Caroline, William, and Gagnon failed to act as reasonable persons by either not exercising appropriate care, failing to follow the safety instructions, or failing to instruct Gagnon to exercise appropriate care and/or follow the safety instructions.

Caroline and William, owners of the property and the chainsaw, instructed Gagnon to use the chain saw despite Gagnon not being trained in operating the chainsaw.

Caroline and William failed to instruct and require that Gagnon utilize the chainsaw only in compliance with the safety measures outlined in the ownerâ€™s manual.

Gagnon failed to utilize the chainsaw in compliance with the safety measures outlined in the ownerâ€™s manual.

Caroline and Gagnon asked Dulberg to assist.

Caroline, William and Gagnon failed to provide Dulberg with any of the safety information outlined in the ownerâ€™s manual.

Caroline and William McGuire failed to provide Gagnon or Dulberg with any of the protective equipment necessary for the type of work to be performed as written within the safety measures outlined in the ownerâ€™s manual.

Gagnon operated the chainsaw in close proximity to Dulberg and it struck Dulberg in the right arm, Dulbergâ€™s dominant arm, cutting him severely requiring medical attention to save Dulbergâ€™s life.

Dulberg incurred substantial and catastrophic injuries, including, but not limited to, pain and suffering, loss of use of his right arm which resulted in a finding of permanent disability by Social Security Administration on April 20, 2017 (Please see Exhibit A attached); current and future medical expenses in amount in excess of $260,000.00; Dulbergâ€™s lifelong career in photography, graphic design, and commercial printing; lost wages in excess of one million dollars; and other damages.

POPOVICH AND MAST

On or about December 1, 2011 Dulberg hired Mast, Popovich, and Thomas J. Popovich, individually to represent him in prosecuting his claims against Gagnon and the McGuires.

Mast, Popovich, and Thomas J. Popovich, individually entered into an attorney client relationship with Dulberg. exhibit (Use contract for legal services)

Based upon the attorney client relationship, Mast, Popovich, and Thomas J. Popovich, individually owed professional duties to Dulberg, including a duty of care.

On February 1, 2013, The McGuires filed a counterclaim against Gagnon. exhibit (CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON File stamped 2/1/2013)

The cross-claim accused Gagnon of the following negligent acts and/or omissions:
a. Caused or permitted a chainsaw to make contact with Plaintiffs right arm;
b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;
c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;
d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;

FILED DATE: 2/24/2025 7:50 PM 2022L010905

e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;
f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;
g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;
h. Failed to maintain proper control over an operating chainsaw;
i. Was otherwise negligent in the operation and control of the subject chainsaw.

David Gagnon has never filed an answer to this counterclaim by the McGuires.

Popovich hid and altered key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

Popovich and Mast coerced Dulberg into settling with the McGuires for $5,000 in January, 2014. legal malpractice case Dulberg v Hans Mast, Thomas Popovich, and the Law Office of Thomas J. Popovich (12LA178) in McHenry County, .

Dulberg filed for bankruptcy in November, 2014.

Hans Mast and Thomas Popovich repeatedly tried to get Dulberg to settle with Gagnon for $50,000 or less.

Dulberg eventually fired Popovich and Mast in March, 2015, just after canceling a preconference settlement hearing that Mast scheduled in which Mast was proposing on Dulberg's behalf to drop the case against Gagnon for $50,000, telling Dulberg in an email, "the insurance limit is $100,000 and no insurance company will pay even close to that".

BULKE

On March 19, 2015 Dulberg retained Attorney Brad Bulke, who claimed he was willing to take the case against Gagnon to trial.

As Dulberg's attorney, Brad Bulke asked the judge for a settlement conference and urged Dulberg to settle with Gagnon for $50,000. exhibit.

Bulke told Dulberg that if he does not agree with a settlement of $50,000, Bulke cannot continue to be his attorney.

Dulberg refused to participate in a pre-trial settlement conference and fired Bulke in June, 2015. exhibit.

On June 12, 2015 Dulberg sent an email to Bulke stating: "Hi Brad,
Please expect a call from Randall Baudin's office.
Please share whatever it is they need concerning this case."

BAUDINS AND OLSEN

Dulberg called the office of Baudin & Baudin a few times, but nobody called back.

Dulberg's mother knew that Randall Baudin Sr had represented Scott Dulberg a few years

FILED DATE: 2/24/2025 7:50 PM 2022L010905

back and she recommended Randall Baudin Sr to Dulberg.

Dulberg along with his mother (Barbara Dulberg) and brother Tom Kost went to meet with Randy Baudin Sr at Baudin & Baudin to discuss possible representation.

Upon entering the office of Baudin & Baudin, Dulberg met with a receptionist who called herself Myrna who introduced Dulberg to Randy Jr and Kelly Baudin attorneys of the firm.

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

A meeting took place.

Dulberg's fee agreement is with Baudin & Baudin (attached - Dulberg 002620) which at the time was located at:
2100 Huntington Dr., Suite C Algonquin IL. 60102

W. Randall Baudin II and Kelly Baudin belong to Baudin Law Group, Ltd. which at the time was located at:
304 McHenry Ave, Crystal Lake, IL 60014

Many Emails with Myrna Thompson aka Myrna Boyce their secretary are from myrna@blgltd.com and myrna@lawbaudin.com with the logo of Baudin Law Group Ltd.

Emails with Randy Baudin Jr are from randybaudin2@gmail.com

Emails with Kelly Baudin are addressed kelly@lawbaudin.com

Other emails used copier@blgltd.com

Dulberg clearly informed W. Randall Baudin Jr and Kelly Baudin at their opening meeting that he intended to take the case to trial and after what happened with Popovich, Mast and Bulke, he did not want an attorney who was not willing to take the case against Gagnon to a jury trial.

W. Randal Baudin II and Kelly Baudin agreed to take the case to trial if necessary.

At their first meeting Dulberg gave W. Randal Baudin II and Kelly Baudin 2 different packets of case files, one in a box from Bulke and the other from the Popovich Law Firm in a brown jacket folder. W. Randal Baudin II and Kelly Baudin did not want the box of files from Bulke and took only the organized brown jacket folder.

On September, 22, 2015 Dulberg hired Baudin & Baudin, W. Randal (Randy) Baudin II and Kelly Baudin to represent him in prosecuting his claims against Gagnon. exhibit - fee agreement

W. Randal Baudin II, Kelly Baudin, and Baudin & Baudin entered into an attorney client relationship with Dulberg.

Based upon the attorney client relationship, W. Randal (Randy) Baudin II, and Kelly Baudin, and Baudin & Baudin owed professional duties to Dulberg, including a duty of care.

Popovich hid key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

A $7,500 offer made by Popovich and Mast on October 22, 2013 in Dulberg's name to settle the case with the McGuires was not included in the brown jacket folder (or the box of

FILED DATE: 2/24/2025 7:50 PM 2022L010905

files) because Popovich and Mast did not include it.

A pharmacy receipt with the time of presciption pick up given to Mast by Dulberg at their first meeting on December 1, 2011, which was a key piece of evidence corroborating Dulbergs version of events on the day of the chainsaw accident and directly contradicting the version of events told by Gagnon, Carolyn McGuire and Bill McGuire, was also not included in the brown jacket folder (or the box of files) because Popovich and Mast did not include it.

Upon reviewing Dulberg's case against Gagnon, W. Randal Baudin II and Kelly Baudin knew or should have known that on February 1, 2013 a counterclaim was filed against Gagnon by the McGuires on February 1, 2013.

W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon has never filed an answer to the McGuires's counterclaim.

W. Randal Baudin II and Kelly Baudin 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. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin never asked Gagnon's counsel for the answers to interrogatories. The Baudins never informed the judge that they never received Gagnons answers to interrogatories.

On July 15, 2016 at 2:22 PM Defendant W. Randall 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"

On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

On July 15, 2016 at 2:29 PM Defendant W. Randall 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."

On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Still on for tonight?"

On July 18, 2016 at 4:26 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes sir."

On July 18, 2016 W. Randal Baudin II and Kelly Baudin invited Dulberg and his mother, Barbara Dulberg, to dinner at Jamison Charhouse

At the dinner...

On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

On July 18, 2016 at 8:56 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "No we have the dr reports. You can tell the judge about it

FILED DATE: 2/24/2025 7:50 PM 2022L010905

in mediation as well. More informal and you can get more info in without being restricted by rules of evidence. And I can't promise in a trial they won't bring the felony drug charges up. Believe me the binding mediation is the best route. We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

On July 18, 2016 at 9:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

On July 18, 2016 at 10:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If we went to trial I'm not worried about those drug charges. I've had to explain myself about that for decades. It's pretty simple, I screwed up at a young age, was honest about it, admitted my wrong and took my punishment. Then I moved on with life, worked hard for 17 years for many employers in this county who all have nothing but good things to say about my time with them while at the same time I created a legitimate business that lasted 12 years till this incident. I believe my past felony will be a non issue because it actually shows a lot about my character, being honest when I'm in the wrong is something most people won't do even if being honest cost me a few years. If Allstate does bring it up, their own client did the same thing only worse, he and his whole family was caught dealing drugs only to underage kids and he was the ringleader. They were just lucky that when they got caught it was before mandatory sentences for those offenses were in place. but it doesn't change what they did, exploiting underage children with drugs for money is far worse than my simple possession charge. I have the actual police reports if we need them. If this does go to trial, Allstate lawyers had better read the depositions of their client and his family. if they do I don't believe their going to put their client or anyone from his family on the stand just to purger themselves over and over again in front of a jury unless the want to lose. All they have is possibly some dr who isn't impartial questioning the results of the dr's I was sent to see. In the end after the Dr's have it out on the stand all that remains is me who nearly died, had 40% of my arm severed and the edges turned to hamburger by a chainsaw then just stitched back together with a few threads with hope that I might get some use yet. Well I do have limited use but it's not enough to do the daily functions we all need to do in order to take care of ourselves and it doesn't take a Ph.D. to see or understand that a chainsaw does that. Ok, I realize I just ranted a lot but its all good. I'll let you know in the morning"

On July 18, 2016 at 10:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "You will have an answer tomorrow"

On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II 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?"

On July 19, 2016 at 3:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Both Handled the same as trail."

On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

On July 19, 2016 at 7:06 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If at trial and win 300 max Costs not above that. Same as

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 On

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"

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."

On July 19, 2016 at 8:10 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I just read the statute on arbitration and it seems to me that your fees and all the costs can be agreed to in advance with the exception of fees for the arbitration itself. I need to feel that there is something covered. Particularly the monies we already laid out otherwise just the momentum in our favor isn't enough because the momentum has always been in our favor. It doesn't hurt to ask Allstate if they would agree to pay these separate from the award"

On July 19, 2016 at 8:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "In essence Allstate is already setting terms on us not to go after their clients personal assets. Irregardless if their are any assets. So I think it's only fair that they cover fees and costs in advance"

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?"

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."

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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

On July 20, 2016 at 8:43 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, I have to ask about rules of evidence in a trial vs. arbitration I know that you said it gives me the personal ability to talk with the arbiter about things that would not be allowed at a trial. My question is, is that a two way street, can the defense pull crap that would never be allowed at trial?"

On July 20, 2016 at 10:00 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "They have no ammo. We have dr opinion unscathed and tree expert unscathed bad guy won't be there you will. So we have advantage"

On July 20, 2016 at 10:21 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Will there be some sort of gag order on me? In other wards does this stop me from talking about it in the future?"

On July 20, 2016 at 10:56 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Yes, no?"

On July 20, 2016 at 11:03 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I doubt there will be any type of confidentiality clause as a part of the settlement"

On July 20, 2016 at 11:05 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Can depositions be used?"

On July 20, 2016 at 11:06 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes"

On July 20, 2016 at 11:07 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Can phone, text, emails,videos or audio recordings be used?"

On July 20, 2016 at 11:09 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "There aren't any restrictions on what we say or do with the judge when we are with him in private. He will give it as much weight or credibility as he sees fit, but we can do or say whatever we want to him when we meet. Unlike a trial"

On July 20, 2016 at 11:11 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Can video or phone calls be used by us or the defense to reach outside the proceeding to clarify or substantiate any claims made by us or them"

On July 20, 2016 at 11:20 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Correction; can video or phone calls be made during the proceedings that can Clarify, substantiate or rebuke any claims made? You know what I mean Like you want to call somebody during the preceding"

On July 20, 2016 at 11:22 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "will be of greatest importance is the nature extent and permanence of your injury"

On July 20, 2016 at 11:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "And just so you understand, as far as the judges concerned I feel that he is going to attribute very little if any negligence to you the matter that he"

On July 20, 2016 at 11:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "From my understanding, they can have an army of professional witnesses ready at the touch of a button ready to tell the judge anything they wish? Is

FILED DATE: 2/24/2025 7:50 PM 2022L010905

this a possibility?"

On July 20, 2016 at 11:31 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If we go to trial they sure will. They have no IME they have no rebut to tree expert. Again we are in the best position now to get the maximum recovery"

On July 20, 2016 at 11:34 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Yes but they can call anyone or produce in writing anything they wish with no restrictions at the arbitration correct"

On July 20, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "They could. But we will be there to refute anything. Again, the actual person, you. Not a document."

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."

On July 20, 2016 at 11:45 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "So they can bring the defendants in via phone, video, text etc... Even if they are not in the physical location nor listed as anyone attending?"

On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Show Sean will be there in an adjuster will be there either by telephone or in person. She will present a submission to the judge laying out there view of the case. Then she will speak their behalf and argue from the depositions that have already been presented. There's not going to be any testimony given"

On July 20, 2016 at 11:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Also, if they're in a separate room and we are not privy to anyon their conversation how can we refute what's going on?"

On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "during this proceeding. We can talk to him in private but there's no questioning no answers no cross-exam. You're really overthinking this. Just stop and listen to your lawyers' advice that's why you hire us."

On July 20, 2016 at 11:48 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "The judge will tell us what their arguments are and he will tell them what our arguments are. Did we tell the judge why we think that's not true, and conversely they do the same"

On July 20, 2016 at 11:51 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm going into a meeting. I will have about five minutes coming up in an hour, during that time I have to have an answer. I ask that you believe in us and what we've done for you so far, we haven't misled or put you down the wrong path, just have faith."

On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes binding mediation?"

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

On July 20, 2016 at 1:49 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Was that response garbled broken up text or did it go through ok?"

On July 20, 2016 at 3:59 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "You available to talk with your mother as well on the phone in a half hour or so"

On July 20, 2016 at 3:59 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Tomorrow morning, 9am, judge Meyers?"

On July 20, 2016 at 4:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes but on the phone in a half hour"

On July 20, 2016 at 4:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Yes on the phone in a half hour is ok but mom is off with grandkids"

On July 21, 2016 at 12:41 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Think you two can get me that copy of the policy soon?"

On July 21, 2016 at 6:28 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Randy, please read page 1 coverage cushion of the gagnon policy. It extends coverage to 120% That's 60k more"

On July 21, 2016 at 6:37 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Page 2 guest medical may be an extra 1k"

On July 21, 2016 at 7:00 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Please let Kelly know that I want the high end of the Adr policy limit increased by 20% along with adding 20% to and judgement below the high end limit"

On July 21, 2016 at 7:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Oh yeah, your thoughts of him being dropped is a joke. His Gold coverage says he cannot be dropped no matter how many claims are made. Just thought you'd like to know that. You really should read the policy"

On July 27, 2016 at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Just so you know, just received a letter from the Social Security Administration and its a Notice of Affirmation and order of Appeals Council Remanding Case back to the Administrative Law Judge"

On July 27, 2016 at 11:14 AM
Great

On July 27, 2016 at 11:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Thank goodness that I kept the right to review by an appeal"

On July 28, 2016 at 6:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, If there was some sort of business contract between Gagnon and his Parents why couldn't any of them even come close as to what the terms were? Secondly, where are the cashed checks or contract? I was there the day this happened. I didn't hear anything that sounded like it was more than a son doing work for

FILED DATE: 2/24/2025 7:50 PM 2022L010905

his parents as a favor. Nothing more. This seems to me to be yet anything that sounded like it was more than a son doing work for his parents as a favor. Nothing more. This seems to me to be yet another ploy to negate their financial responsibility and was conceived of after the fact."

On July 28, 2016 at 6:24 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If I remember correctly, David said in his dep that he was elected to do the work. Why say elected if he was contracted?"

On July 28, 2016 at 6:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Sorry, I'm driving and it looks garbled again. But it says if there's an agreement or contract so I'm guessing, if he knows what is not going to give you coverage, he will testify that way. But he has already testified that he was receiving $15 an hour, and that you were going to get the same. What you get is a relevant or what you got, and I know you didn't get paid. It's also irrelevant whether or not he actually got paid, especially in light of how it turned out, I guess it's just whether or not there was an agreement and it didn't have to be in writing. If at trial, they all say that there was some agreement or in an action to exclude coverage before trial, i'm guessing they're all going to be on the same page. The issue as to whether or not there is coverage, is different from the trial. That's a trial before the trial and that is something that we would have to win."

On July 28, 2016 at 6:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Since they didn't think enough ahead of the dep to get their storylines straight as to the payment/terms for this supposed agreement I believe that is enough to show there was no agreement and this is just another fabrication. Not unlike the other fabrications created throughout their deps. It is an obvious pattern. Expose it and their done even in front of a conservative jury or a trained judge acting as an bait or or mediator"

On July 28, 2016 at 6:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Bait means arbiter"

On July 28, 2016 at 6:56 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "This issue will not come to fruition and biding mediation. The Allstate in-house lawyers have not put two and two together"

On July 28, 2016 at 6:57 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "They have to prove this claim and they can't."

On July 28, 2016 at 7:00 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Am I allowed to make erroneous claims without proof? If not, why would their erroneous claims without proof be allowed?"

On July 28, 2016 at 7:02 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It would be something called dec action which would be brought by ALLSTATE. Yes evidence would be presented but there aren't any guarantees regarding what the judge would decide"

On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I'm sure any experienced judge would see this for what it is. A fraudulent attempt to negate any and all financial responsibility for the wreck less actions committed that day. They have no proof other than the words of those who already lied under oath"

On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Dozens of times"

On July 28, 2016 at 7:11 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm sure a rational experience judge would think so, but

FILED DATE: 2/24/2025 7:50 PM 2022L010905

those are few and far between. That's why the law books are full of appeals. The legal system is not fair, and not rational. Otherwise things could just be input into a computer and the answer would spit out."

On July 28, 2016 at 7:13 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If someone hits you with their car does it matter if they were being paid to drive that car? If not how is this any different?"

On July 28, 2016 at 7:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Actually that does, a lot of car policies exclude paid for hire. Also, every type of policy affords different types of coverage and has different exclusions so homeowners policies are different than car policies"

On July 28, 2016 at 7:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I have a question that's related but different. Why were the defendants privy to my deposition prior to giving their own? Carol slipped in her dep and said things she couldn't have known unless someone coached her and gave her inside information about my deposition. If this happened, and clearly it is, what's to say they weren't coached to claim this was a contract just so he insurance company had an out?"

On July 28, 2016 at 7:20 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm not sure who would've coached them because if this was an issue that ALLSTATE realized it would've been dealt with a long time ago"

On July 28, 2016 at 7:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "When it smells foul, it's foul"

On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Defendants certainly are foul."

On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Look, they claim it's a contract but when asked the details non of the parties supposedly involved with the contract can get any of the details even remotely the same. Like I said this is a ploy and nothing more"

On July 28, 2016 at 7:25 AM Yeah I'm not sure I don't know. Could be dabbing if they have a canceled check or something from previous work to say hey look we've paid him for doing stuff around the house before. But even if not you would have testimony that they had an agreement. Whether or not it's true is another story

On July 28, 2016 at 7:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ploy means rouse"

On July 28, 2016 at 7:28 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they had a check it should have been entered into evidence by now. Since they don't too bad for them."

On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That would be a separate action. Nobody has even raised the issue of payment whether he's liable or not is"

On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "One issue. Whether or not there is coverage is a separate completely separate action that would be between ALLSTATE and him"

On July 28, 2016 at 7:30 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Since when is it ok to entertain unsubstantiated claims this far along with no evidence any of it it remotely true"

On July 28, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Baudin II stating: "I just had to go back to carols dep. she claimed she gave money to David so he had something to claim on his taxes, not for the work being performed. David claims an hourly wage and the father, Bill claimed Carol gave him a pair ago pants. Probably a gift as a thank you. None of these things are even close to being the same but all are suggestive and not proof of anything because their so vastly different"

On July 28, 2016 at 7:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I am more curious who Carol hired to remove the tree and would be more interested questioning that company they were hired prior to the day of the incident. This would go a long way to putting David's claim of a contract to rest"

On July 28, 2016 at 7:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's not even a contract it was just an agreement that doesn't have to be something formal written it's like hey I'll pay you some money to take the tree down. Headed into a meeting. I'll keep you up-to-date on any new information"

On July 28, 2016 at 8:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If Carol, as she claimed, had previously entered into a contract with a real professional tree removal company why would she also agree to pay her son to remove the same tree? Unless, this is some sort of afterthought in an attempt to find ways of not paying for the damage they caused. They cannot play both sides of the street at the same time. They lied about this just as they lied about other things that happened that day all attempts to lessen the amount of damage done to me and lessen their responsibilities and misdirect blame and responsibility"

On July 28, 2016 at 8:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "The patterns are obvious and easily proven to be lies"

On July 28, 2016 at 9:37 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "From Carol knowing what I said in my Deposition, claiming the hospital and doctors gave her my personal medical information to the claims that she entered into some sort of verbal agreement with her son for business purposes sounds more like insurance company lawyers entering into an verbal agreement with their clients to skew the truth so they have some sort of out in exchange for representation in court."

On July 28, 2016 at 9:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If that's the case almost any claim made against an insurance policy can be thrown out based on verbal agreements with no proof to back up the story or lies being told"

On July 28, 2016 at 9:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I see this a a malicious attempt to get away with little or or no consequences and just makes me want to expose all of this to a jury even more"

On July 29, 2016 at 9:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Any chance Myrna can send me that asset report today? Also, there may be another asset that won't show up on his report. Rumor has it that David Gagnon had an auto accident and had to undergo some sort of surgery on his back and is in the process of suing for his injury."

On August 2, 2016 at 3:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "What is a bad faith letter?"

On August 2, 2016 at 5:30 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Has one been sent to the Allstate adjusters?"

On August 8, 2016 at 8:29 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "What is happening this Wednesday in court now that Allstate is getting their independent medical exam in September or October?"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

On August 12, 2016 at 9:22 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, Ok, it's driving me bananas over here, I'd like to know exactly what it is about the medical that's the issue in my case? Please call me with the details soon and let's discuss what's best. Thanks, Paul"

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."

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". 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 Applicationb of the Trustee for Authorization to Employ Baudin Law Group, Ldt. 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 nterest 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."

Setion 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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

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

On October 4, 2016 Dr Craig Phillips issues report. He wrote: "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, s!ill_attachedto the tree.and while David was cutting the branch", be 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. t11, Levin, MD, neurologist, for evaluation of an injury sustained to the right medial forearm in June 2011.
,;)~'-.1.- was u_sin9a 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?"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 ##, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court. exhibit

On October 31, 2016 Trustee Olsen appeared before bankruptcy judge ## and

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,

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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:

"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 â€œBinding Mediation Agreementâ€, 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 â€œBinding Mediation Agreementâ€ 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."

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

On ### 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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

own case.

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 beleived this because W. Randall Baudin II told him it was true.

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 Lanford. (exhibit).

The document contained this comment: "..."

The adr judge ordered an award of $560,000 (exhibit)

W. Randall Baudin II informed Dulberg and Barbara Dulberg that the opposing attorney was angry because she was told the case would be settled for $50,000.

Dulberg asked W. Randall Baudin II if the document by Lanford was true. W. Randall Baudin II said, "That's what it says".

Dulberg mentions Malpractice against Popovich to Baudin (for the first time?)

W. Randall Baudin II responded, "...".

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

(actual date probably 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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 â€“ Distribution of property of the estate

(quote)

(a) Except as provided in section 510 of this title, property of the estate shall be distributedâ€”

(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 ofâ€”

(A) the date that is 10 days after the mailing to creditors of the summary of the trusteeâ€™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 isâ€”

FILED DATE: 2/24/2025 7:50 PM 2022L010905

(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, ifâ€”

(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 ##, 2016 Dulberg hired legal malpractice attorney Thomas Gooch . exhibit

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 togeter but it doesnt work well

RBS how many surguries

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 October, 2017, claimed damages of ### against the Law Office of Thomas J. Popovich and against Hans Mast.

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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".

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.

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."

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."

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."

On September 5, 2019 in the Record 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 --"

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 (exhibit – images comparing the 2 contracts).

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 mcGuires 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 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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Date : 12/1/2022 6:34:01 AM
From : "Paul Dulberg"
To : "Alphonse Talarico"
BCc : "Paul Dulberg" , "Tom Kost"
Subject : Baudin Complaint - Updated but still unfinished

Dear Mr Talarico,

Below I have corrected many of the errors from the earlier version I sent you on 11/26/2022.

In addition I added sections on GAGNON AND MCGUIRES, POPOVICH AND MAST, and BULKE just as a reminder of key points on each.

This isn't perfect or finished but it's way better and more accurate than the earlier version you have. There were way too many errors in the earlier version.

Paul

Baudin and Olsen Complaint

Relevant Facts

GAGNON AND MCGUIRES

On or about June 28, 2011, Dulberg assisted Caroline McGuire ("Caroline"), William McGuire ("William") (Caroline and William collectively referred to herein as "the McGuires"), and David Gagnon ("Gagnon") in trimming long branches of a pine tree on the McGuires" property.

Caroline McGuire and William McGuire are a married couple, who own real property in McHenry, McHenry County, Illinois ("the Property").

David Gagon is Caroline's son and William's stepson.

Paul Dulberg ("Dulberg") lives in the next neighborhood over from the McGuire family.

Dulberg was invited to the McGuire's property to see if he wanted any of the wood from the tree.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

On June 28, 2011, at the Property, Gagnon was operating a chainsaw to remove branches from a tree and cut it down on the Property.

The McGuire's purchased and owned the chainsaw that was being utilized to trim, remove branches and cut down the tree.

William physically assisted with removing the cut branches from the work area while supervising Gagnon's actions.

Caroline physically assisted by retrieving and providing any and all tools requested by William McGuire and David Gagnon while supervising Gagnon's and William's actions.

Gagnon was acting on behalf of the McGuires' under their supervision and at the McGuires' direction.

Caroline, William, and Gagnon all knew, or show have known that a chainsaw was dangerous and to take appropriate precautions when utilizing the chain saw.

The safety information was readily available to Caroline and William as the safety instructions are included with the purchase of the chainsaw.

The safety information indicated that the failure to take appropriate caution and safety measures could result in serious injury.

The safety information indicated that the likelihood of injury when not properly utilizing the chainsaw or not following the safety precautions is very high.

The safety instructions outlined are easy to follow and do not place a large burden on the operator of the chainsaw or the owner of the property.

Caroline McGuire, William McGuire, and David Gagnon had notice of the potentially dangerous conditions by acquiring a chain saw that was provided with attached warnings and safety information implying that a reasonable person should exercise appropriate caution and follow the safety instructions for the chainsaw.

Caroline, William, and Gagnon failed to act as reasonable persons by either not exercising appropriate care, failing to follow the safety instructions, or failing to instruct Gagnon to exercise appropriate care and/or follow the safety instructions.

Caroline and William, owners of the property and the chainsaw, instructed Gagnon to use the chain saw despite Gagnon not being trained in operating the chainsaw.

Caroline and William failed to instruct and require that Gagnon utilize the chainsaw only in compliance with the safety measures outlined in the owner's manual.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gagnon failed to utilize the chainsaw in compliance with the safety measures outlined in the owner's manual.

Caroline and Gagnon asked Dulberg to assist.

Caroline, William and Gagnon failed to provide Dulberg with any of the safety information outlined in the owner's manual.

Caroline and William McGuire failed to provide Gagnon or Dulberg with any of the protective equipment necessary for the type of work to be performed as written within the safety measures outlined in the owner's manual.

Gagnon operated the chainsaw in close proximity to Dulberg and it struck Dulberg in the right arm, Dulberg's dominant arm, cutting him severely requiring medical attention to save Dulberg's life.

Dulberg incurred substantial and catastrophic injuries, including, but not limited to, pain and suffering, loss of use of his right arm which resulted in a finding of permanent disability by Social Security Administration on April 20, 2017 (Please see Exhibit A attached); current and future medical expenses in amount in excess of $260,000.00; Dulberg's lifelong career in photography, graphic design, and commercial printing; lost wages in excess of one million dollars; and other damages.

POPOVICH AND MAST

On or about December 1, 2011 Dulberg hired Mast, Popovich, and Thomas J. Popovich, individually to represent him in prosecuting his claims against Gagnon and the McGuires.

Mast, Popovich, and Thomas J. Popovich, individually entered into an attorney client relationship with Dulberg. exhibit (Use contract for legal services)

Based upon the attorney client relationship, Mast, Popovich, and Thomas J. Popovich, individually owed professional duties to Dulberg, including a duty of care.

On February 1, 2013, The McGuires filed a counterclaim against Gagnon. exhibit (CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON File stamped 2/1/2013)

The cross-claim accused Gagnon of the following negligent acts and/or omissions:
a. Caused or permitted a chainsaw to make contact with Plaintiffs right arm;
b. Failed to operate said chainsaw in a safe and reasonable manner so as to avoid injuring Plaintiff's right arm;

FILED DATE: 2/24/2025 7:50 PM 2022L010905

c. Failed to maintain a reasonable and safe distance between the chainsaw he was operating and Plaintiff's right arm;
d. Failed to properly instruct Plaintiff prior to approaching him with an operating chainsaw;
e. Failed to properly warn Plaintiff prior to approaching him with an operating chainsaw;
f. Failed to maintain the chainsaw in the idle or off position when he knew or should have known that Plaintiff was close enough to sustain injury from direct contact with the subject chainsaw;
g. Failed to maintain a proper lookout for Plaintiff while operating the subject chainsaw;
h. Failed to maintain proper control over an operating chainsaw;
i. Was otherwise negligent in the operation and control of the subject chainsaw.

David Gagnon has never filed an answer to this counterclaim by the McGuires.

Popovich hid and altered key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

Popovich and Mast coerced Dulberg into settling with the McGuires for $5,000 in January, 2014.
legal malpractice case Dulberg v Hans Mast, Thomas Popovich, and the Law Office of Thomas J. Popovich (12LA178) in McHenry County, .

Dulberg filed for bankruptcy in November, 2014.

Hans Mast and Thomas Popovich repeatedly tried to get Dulberg to settle with Gagnon for $50,000 or less.

Dulberg eventually fired Popovich and Mast in March, 2015, just after canceling a preconference settlement hearing that Mast scheduled in which Mast was proposing on Dulberg's behalf to drop the case against Gagnon for $50,000, telling Dulberg in an email, "the insurance limit is $100,000 and no insurance company will pay even close to that".

BULKE

On March 19, 2015 Dulberg retained Attorney Brad Bulke, who claimed he was willing to take the case against Gagnon to trial.

As Dulberg's attorney, Brad Bulke asked the judge for a settlement conference and urged Dulberg to settle with Gagnon for $50,000. exhibit.

Bulke told Dulberg that if he does not agree with a settlement of $50,000, Bulke cannot continue to be his attorney.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Dulberg refused to participate in a pre-trial settlement conference and fired Bulke in June, 2015. exhibit.

On June 12, 2015 Dulberg sent an email to Bulke stating: "Hi Brad,
Please expect a call from Randall Baudin's office.
Please share whatever it is they need concerning this case."

BAUDINS AND OLSEN

• Dulberg called the office of Baudin & Baudin a few times, but nobody called back.

• Dulberg's mother knew that Randall Baudin Sr had represented Scott Dulberg a few years back and she recommended Randall Baudin Sr to Dulberg.

• Dulberg along with his mother (Barbara Dulberg) and brother Tom Kost went to meet with Randy Baudin Sr at Baudin & Baudin to discuss possible representation.

• Upon entering the office of Baudin & Baudin, Dulberg met with a receptionist who called herself Myrna who introduced Dulberg to Randy Jr and Kelly Baudin attorneys of the firm.

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

• A meeting took place.

• Dulberg's fee agreement is with Baudin & Baudin which at the time was located at:
2100 Huntington Dr., Suite C Algonquin IL. 60102
* Add exhibit - (Dulberg 002620 - need to locate non bates stamped version of fee agreement)

• W. Randall Baudin II and Kelly Baudin belong to Baudin Law Group, Ltd. which at the time was located at:
304 McHenry Ave, Crystal Lake, IL 60014

• Many Emails with Myrna Thompson aka Myrna Boyce their secretary are from myrna@blgltd.com and myrna@lawbaudin.com with the logo of Baudin Law Group Ltd.

• Emails with Randy Baudin Jr are from randybaudin2@gmail.com

• Emails with Kelly Baudin are addressed kelly@lawbaudin.com

• Other emails used copier@blgltd.com

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• Dulberg clearly informed W. Randall Baudin Jr and Kelly Baudin at their opening meeting that he intended to take the case to trial and after what happened with Popovich, Mast and Bulke, he did not want an attorney who was not willing to take the case against Gagnon to a jury trial.

• W. Randal Baudin II and Kelly Baudin agreed to take the case to trial if necessary.

• At their first meeting Dulberg gave W. Randal Baudin II and Kelly Baudin 2 different packets of case files, one in a box from Bulke and the other from the Popovich Law Firm in a brown jacket folder. W. Randal Baudin II and Kelly Baudin did not want to use the box of files from Bulke and preferred the organized brown jacket folder.

• On September, 22, 2015 Dulberg hired Baudin & Baudin, W. Randal (Randy) Baudin II and Kelly Baudin to represent him in prosecuting his claims against Gagnon.
* Add exhibit - Baudin & Baudin fee agreement
* Should we add Kelly Baudin here since all we really know is that Kelly is from Baudin Law Group?

• W. Randal Baudin II, Kelly Baudin, and Baudin & Baudin entered into an attorney client relationship with Dulberg.
* Should we add Kelly Baudin here since all we really know is that Kelly is from Baudin Law Group?

• Based upon the attorney client relationship, W. Randal (Randy) Baudin II, and Kelly Baudin, and Baudin & Baudin owed professional duties to Dulberg, including a duty of care.
* Should we add Kelly Baudin here since all we really know is that Kelly is from Baudin Law Group?

• Popovich hid key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

• A $7,500 offer made by Popovich and Mast on October 22, 2013 in Dulberg's name to settle the case with the McGuires was not included in the brown jacket folder (or the box of files) because Popovich and Mast did not include it.

• A pharmacy receipt with a timestamp was given to Mast by Dulberg at their first meeting on December 1, 2011, which was a key piece of evidence corroborating Dulberg's version of events on the day of the chainsaw accident and directly contradicting the version of events told by Gagnon, Carolyn McGuire and Bill McGuire, was also not included in the brown jacket folder (or the box of files) because Popovich and Mast did not include it.

• Upon reviewing Dulberg's case against Gagnon, W. Randal Baudin II and Kelly Baudin knew or should have known that on February 1, 2013 a CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON was filed.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

* Add exhibit - McGuire's File stamped CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON

• W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon has never filed an answer to the McGuires's CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON.

• W. Randal Baudin II and Kelly Baudin knew or should have known that because Gagnon did not answer the CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON filed on February 1, 2013, Gagnon was effectively admitting the facts stated in the CROSS-CLAIM FOR CONTRIBUTION AGAINTS CO-DEFENDANT DAVID GAGNON were true. The Baudins never told this to Dulberg.

• W. Randal Baudin II and Kelly Baudin knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated. The Baudins never told this to Dulberg.

• W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast. The Baudins never told this to Dulberg.

• W. Randal Baudin II and Kelly Baudin never asked Gagnon's counsel for the answers to interrogatories. The Baudins never informed the judge that they never received Gagnons answers to interrogatories.

• W. Randal Baudin II and Kelly Baudin knew that Dulberg had filed for Bankruptcy.

• W. Randal Baudin II and Kelly Baudin never informed the circuit court that Dulberg had filed for Bankruptcy.

• On July 15, 2016 W. Randal Baudin II and Kelly Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

• On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant W. Randall 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"

• On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

• On July 15, 2016 at 2:29 PM Defendant W. Randall 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."

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Still on for tonight?"

• On July 18, 2016 at 4:26 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Yes sir."

• On July 18, 2016 W. Randal Baudin II and Kelly 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.

• On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

• On July 18, 2016 at 8:56 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"No we have the dr reports. You can tell the judge about it in mediation as well. More informal and you can get more info in without being restricted by rules of evidence. And I can't promise in a trial they won't bring the felony drug charges up. Believe me the binding mediation is the best route. We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

• On July 18, 2016 at 9:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

• On July 18, 2016 at 10:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If we went to trial I'm not worried about those drug charges. I've had to explain myself about that for decades. It's pretty simple, I screwed up at a young age, was honest about it, admitted my wrong and took my punishment. Then I moved on with life, worked hard for 17 years for many employers in this county who all have nothing but good things to say about my time with them while at the same time I created a legitimate business that lasted 12 years till this incident. I believe my past felony will be a non issue because it actually shows a lot about my character, being honest when I'm in the wrong is something most people won't do even if being honest cost me a few years. If Allstate does bring it up, their own client did the same thing only worse, he and his whole family was caught dealing drugs only to underage kids and he was the ringleader. They were just lucky that when they got caught it was before mandatory sentences for those offenses were in place. but it doesn't change what they did, exploiting underage children with drugs for money is far worse than my simple possession charge. I have the actual police reports

FILED DATE: 2/24/2025 7:50 PM 2022L010905

if we need them. If this does go to trial, Allstate lawyers had better read the depositions of their client and his family. if they do I don't believe their going to put their client or anyone from his family on the stand just to purger themselves over and over again in front of a jury unless the want to lose. All they have is possibly some dr who isn't impartial questioning the results of the dr's I was sent to see. In the end after the Dr's have it out on the stand all that remains is me who nearly died, had 40% of my arm severed and the edges turned to hamburger by a chainsaw then just stitched back together with a few threads with hope that I might get some use yet. Well I do have limited use but it's not enough to do the daily functions we all need to do in order to take care of ourselves and it doesn't take a Ph.D. to see or understand that a chainsaw does that. Ok, I realize I just ranted a lot but its all good. I'll let you know in the morning"

• On July 18, 2016 at 10:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

• On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"You will have an answer tomorrow"

• On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II 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?"

• On July 19, 2016 at 3:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Both Handled the same as trail."

• On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

• On July 19, 2016 at 7:06 AM Defendant W. Randall 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 On

• 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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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."

• On July 19, 2016 at 8:10 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"I just read the statute on arbitration and it seems to me that your fees and all the costs can be agreed to in advance with the exception of fees for the arbitration itself. I need to feel that there is something covered. Particularly the monies we already laid out otherwise just the momentum in our favor isn't enough because the momentum has always been in our favor. It doesn't hurt to ask Allstate if they would agree to pay these separate from the award"

• On July 19, 2016 at 8:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"In essence Allstate is already setting terms on us not to go after their clients personal assets. Irregardless if their are any assets. So I think it's only fair that they cover fees and costs in advance"

• 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?"

• 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."

• 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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

• 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."

• On July 20, 2016 at 8:43 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Ok, I have to ask about rules of evidence in a trial vs. arbitration I know that you said it gives me the personal ability to talk with the arbiter about things that would not be allowed at a trial. My question is, is that a two way street, can the defense pull crap that would never be allowed at trial?"

• On July 20, 2016 at 10:00 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"They have no ammo. We have dr opinion unscathed and tree expert unscathed bad guy won't be there you will. So we have advantage"

• On July 20, 2016 at 10:21 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:
"Will there be some sort of gag order on me? In other wards does this stop me from talking about it in the future?"

• On July 20, 2016 at 10:56 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:
"Yes, no?"

• On July 20, 2016 at 11:03 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"I doubt there will be any type of confidentiality clause as a part of the settlement"

• On July 20, 2016 at 11:05 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:
"Can depositions be used?"

• On July 20, 2016 at 11:06 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Yes"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 20, 2016 at 11:07 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Can phone, text, emails,videos or audio recordings be used?"

• On July 20, 2016 at 11:09 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"There aren't any restrictions on what we say or do with the judge when we are with him in private. He will give it as much weight or credibility as he sees fit, but we can do or say whatever we want to him when we meet. Unlike a trial"

• On July 20, 2016 at 11:11 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Can video or phone calls be used by us or the defense to reach outside the proceeding to clarify or substantiate any claims made by us or them"

• On July 20, 2016 at 11:20 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Correction; can video or phone calls be made during the proceedings that can Clarify, substantiate or rebuke any claims made? You know what I mean Like you want to call somebody during the preceding"

• On July 20, 2016 at 11:22 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"will be of greatest importance is the nature extent and permanence of your injury"

• On July 20, 2016 at 11:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"And just so you understand, as far as the judges concerned I feel that he is going to attribute very little if any negligence to you the matter that he"

• On July 20, 2016 at 11:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"From my understanding, they can have an army of professional witnesses ready at the touch of a button ready to tell the judge anything they wish? Is this a possibility?"

• On July 20, 2016 at 11:31 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"If we go to trial they sure will. They have no IME they have no rebut to tree expert. Again we are in the best position now to get the maximum recovery"

• On July 20, 2016 at 11:34 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Yes but they can call anyone or produce in writing anything they wish with no restrictions at the arbitration correct"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 20, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"They could. But we will be there to refute anything. Again, the actual person, you. Not a document."

• 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."

• On July 20, 2016 at 11:45 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"So they can bring the defendants in via phone, video, text etc... Even if they are not in the physical location nor listed as anyone attending?"

• On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Show Sean will be there in an adjuster will be there either by telephone or in person. She will present a submission to the judge laying out there view of the case. Then she will speak their behalf and argue from the depositions that have already been presented. There's not going to be any testimony given"

• On July 20, 2016 at 11:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Also, if they're in a separate room and we are not privy to anyon their conversation how can we refute what's going on?"

• On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"during this proceeding. We can talk to him in private but there's no questioning no answers no cross-exam. You're really overthinking this. Just stop and listen to your lawyers' advice that's why you hire us."

• On July 20, 2016 at 11:48 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"The judge will tell us what their arguments are and he will tell them what our arguments are. Did we tell the judge why we think that's not true, and conversely they do the same"

• On July 20, 2016 at 11:51 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"I'm going into a meeting. I will have about five minutes coming up in an hour, during that time I have to have an answer. I ask that you believe in us and what we've done for you so far, we haven't misled or put you down the wrong path, just have faith."

• On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Yes binding mediation?"

• 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."

• On July 20, 2016 at 1:49 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Was that response garbled broken up text or did it go through ok?"

• On July 20, 2016 at 3:59 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"You available to talk with your mother as well on the phone in a half hour or so"

• On July 20, 2016 at 3:59 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Tomorrow morning, 9am, judge Meyers?"

• On July 20, 2016 at 4:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Yes but on the phone in a half hour"

• On July 20, 2016 at 4:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Yes on the phone in a half hour is ok but mom is off with grandkids"

• On July 21, 2016 at 12:41 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Think you two can get me that copy of the policy soon?"

• On July 21, 2016 at 6:28 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"Randy, please read page 1 coverage cushion of the gagnon policy. It extends coverage to 120% That's 60k more"

• On July 21, 2016 at 6:37 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Page 2 guest medical may be an extra 1k"

• On July 21, 2016 at 7:00 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Please let Kelly know that I want the high end of the Adr policy limit increased by 20% along with adding 20% to and judgement below the high end limit"

• On July 21, 2016 at 7:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Oh yeah, your thoughts of him being dropped is a joke. His Gold coverage says he cannot be dropped no matter how many claims are made. Just thought you'd like to know that. You really should read the policy"

• On July 27, 2016 at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Just so you know, just received a letter from the Social Security Administration and its a Notice of Affirmation and order of Appeals Council Remanding Case back to the Administrative Law Judge"

• On July 27, 2016 at 11:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
Great

• On July 27, 2016 at 11:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Thank goodness that I kept the right to review by an appeal"

• On July 28, 2016 at 6:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Morning Randy, If there was some sort of business contract between Gagnon and his Parents why couldn't any of them even come close as to what the terms were? Secondly, where are the cashed checks or contract? I was there the day this happened. I didn't hear anything that sounded like it was more than a son doing work for his parents as a favor. Nothing more. This seems to me to be yet another ploy to negate their financial responsibility and was conceived of after the fact."

• On July 28, 2016 at 6:24 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If I remember correctly, David said in his dep that he was elected to do the work. Why say elected if he was contracted?"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 6:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Sorry, I'm driving and it looks garbled again. But it says if there's an agreement or contract so I'm guessing, if he knows what is not going to give you coverage, he will testify that way. But he has already testified that he was receiving $15 an hour, and that you were going to get the same. What you get is a relevant or what you got, and I know you didn't get paid. It's also irrelevant whether or not he actually got paid, especially in light of how it turned out, I guess it's just whether or not there was an agreement and it didn't have to be in writing. If at trial, they all say that there was some agreement or in an action to exclude coverage before trial, i'm guessing they're all going to be on the same page. The issue as to whether or not there is coverage, is different from the trial. That's a trial before the trial and that is something that we would have to win."

• On July 28, 2016 at 6:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Since they didn't think enough ahead of the dep to get their storylines straight as to the payment/terms for this supposed agreement I believe that is enough to show there was no agreement and this is just another fabrication. Not unlike the other fabrications created throughout their deps. It is an obvious pattern. Expose it and their done even in front of a conservative jury or a trained judge acting as an bait or or mediator"

• On July 28, 2016 at 6:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Bait means arbiter"

• On July 28, 2016 at 6:56 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"This issue will not come to fruition and biding mediation. The Allstate in-house lawyers have not put two and two together"

• On July 28, 2016 at 6:57 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"They have to prove this claim and they can't."

• On July 28, 2016 at 7:00 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Am I allowed to make erroneous claims without proof? If not, why would their erroneous claims without proof be allowed?"

• On July 28, 2016 at 7:02 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"It would be something called dec action which would be brought by ALLSTATE. Yes evidence would be presented but there aren't any guarantees regarding what the judge would decide"

• On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"I'm sure any experienced judge would see this for what it is. A fraudulent attempt to negate any and all financial responsibility for the wreck less actions committed that day. They have no proof other than the words of those who already lied under oath"

• On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Dozens of times"

• On July 28, 2016 at 7:11 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"I'm sure a rational experience judge would think so, but those are few and far between. That's why the law books are full of appeals. The legal system is not fair, and not rational. Otherwise things could just be input into a computer and the answer would spit out."

• On July 28, 2016 at 7:13 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If someone hits you with their car does it matter if they were being paid to drive that car? If not how is this any different?"

• On July 28, 2016 at 7:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Actually that does, a lot of car policies exclude paid for hire. Also, every type of policy affords different types of coverage and has different exclusions so homeowners policies are different than car policies"

• On July 28, 2016 at 7:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"I have a question that's related but different. Why were the defendants privy to my deposition prior to giving their own? Carol slipped in her dep and said things she couldn't have known unless someone coached her and gave her inside information about my deposition. If this happened, and clearly it is, what's to say they weren't coached to claim this was a contract just so he insurance company had an out?"

• On July 28, 2016 at 7:20 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"I'm not sure who would've coached them because if this was an issue that ALLSTATE realized it would've been dealt with a long time ago"

• On July 28, 2016 at 7:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"When it smells foul, it's foul"

• On July 28, 2016 at 7:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"Defendants certainly are foul."

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Look, they claim it's a contract but when asked the details non of the parties supposedly involved with the contract can get any of the details even remotely the same. Like I said this is a ploy and nothing more"

• On July 28, 2016 at 7:25 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
Yeah I'm not sure I don't know. Could be dabbing if they have a canceled check or something from previous work to say hey look we've paid him for doing stuff around the house before. But even if not you would have testimony that they had an agreement. Whether or not it's true is another story

• On July 28, 2016 at 7:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Ploy means rouse"

• On July 28, 2016 at 7:28 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If they had a check it should have been entered into evidence by now. Since they don't too bad for them."

• On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"That would be a separate action. Nobody has even raised the issue of payment whether he's liable or not is"

• On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"One issue. Whether or not there is coverage is a separate completely separate action that would be between ALLSTATE and him"

• On July 28, 2016 at 7:30 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Since when is it ok to entertain unsubstantiated claims this far along with no evidence any of it it remotely true"

• On July 28, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"I just had to go back to carols dep. she claimed she gave money to David so he had something to claim on his taxes, not for the work being performed. David claims an hourly wage and the father, Bill claimed Carol gave him a pair ago pants. Probably a gift as a thank you. None of these things are even close to being the same but all are suggestive and not proof of anything because their so vastly different"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 7:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"I am more curious who Carol hired to remove the tree and would be more interested questioning that company they were hired prior to the day of the incident. This would go a long way to putting David's claim of a contract to rest"

• On July 28, 2016 at 7:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:
"It's not even a contract it was just an agreement that doesn't have to be something formal written it's like hey I'll pay you some money to take the tree down. Headed into a meeting. I'll keep you up-to-date on any new information"

• On July 28, 2016 at 8:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If Carol, as she claimed, had previously entered into a contract with a real professional tree removal company why would she also agree to pay her son to remove the same tree? Unless, this is some sort of afterthought in an attempt to find ways of not paying for the damage they caused. They cannot play both sides of the street at the same time. They lied about this just as they lied about other things that happened that day all attempts to lessen the amount of damage done to me and lessen their responsibilities and misdirect blame and responsibility"

• On July 28, 2016 at 8:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"The patterns are obvious and easily proven to be lies"

• On July 28, 2016 at 9:37 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"From Carol knowing what I said in my Deposition, claiming the hospital and doctors gave her my personal medical information to the claims that she entered into some sort of verbal agreement with her son for business purposes sounds more like insurance company lawyers entering into an verbal agreement with their clients to skew the truth so they have some sort of out in exchange for representation in court."

• On July 28, 2016 at 9:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"If that's the case almost any claim made against an insurance policy can be thrown out based on verbal agreements with no proof to back up the story or lies being told"

• On July 28, 2016 at 9:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"I see this a a malicious attempt to get away with little or or no consequences and just makes me want to expose all of this to a jury even more"

• On July 29, 2016 at 9:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"Any chance Myrna can send me that asset report today? Also, there may be another asset that won't show up on his report. Rumor has it that David Gagnon had an auto accident and had to undergo some sort of surgery on his back and is in the process of suing for his injury."

• On August 2, 2016 at 3:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"What is a bad faith letter?"

• On August 2, 2016 at 5:30 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Has one been sent to the Allstate adjusters?"

• On August 8, 2016 at 8:29 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"What is happening this Wednesday in court now that Allstate is getting their independent medical exam in September or October?"

• On August 12, 2016 at 9:22 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:
"Morning Randy, Ok, it's driving me bananas over here, I'd like to know exactly what it is about the medical that's the issue in my case? Please call me with the details soon and let's discuss what's best. Thanks, Paul"

• 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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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, Ldt. 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:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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)

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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 to 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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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"

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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;

FILED DATE: 2/24/2025 7:50 PM 2022L010905

(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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 togeter but it doesnt work well

RBS how many surguries

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...

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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) Affidaivt.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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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."

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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 mcGuires 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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. _____
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.		

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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).**

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 to735 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);

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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. at his office 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 into a fee agreement is with Baudin & Baudin, an association of attorneys which

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

• On July 15, 2016 W. Randal Baudin II and Kelly Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

• On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant W. Randall 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"

• On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

• On July 15, 2016 at 2:29 PM Defendant W. Randall 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."

• On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Still on for tonight?"

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 18, 2016 at 4:26 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Yes sir."

• On July 18, 2016 W. Randal Baudin II and Kelly 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.

• On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

• On July 18, 2016 at 8:56 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"No we have the dr reports. You can tell the judge about it in mediation as well. More informal and you can get more info in without being restricted by rules of evidence. And I can't promise in a trial they won't bring the felony drug charges up. Believe me the binding mediation is the best route. We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

• On July 18, 2016 at 9:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

• On July 18, 2016 at 10:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If we went to trial I'm not worried about those drug charges. I've had to explain myself about that for decades. It's pretty simple, I screwed up at a young age, was honest about it, admitted my wrong and took my punishment. Then I moved on with life, worked hard for 17 years for many employers in this county who all have nothing but good things to say about my time with them while at the same time I created a legitimate business that lasted 12 years till this incident. I believe my past felony will be a non issue because it actually shows a lot about my character, being honest when I'm in the wrong is something most people won't do even if being honest cost me a few years. If

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Allstate does bring it up, their own client did the same thing only worse, he and his whole family was caught dealing drugs only to underage kids and he was the ringleader. They were just lucky that when they got caught it was before mandatory sentences for those offenses were in place. but it doesn't change what they did, exploiting underage children with drugs for money is far worse than my simple possession charge. I have the actual police reports if we need them. If this does go to trial, Allstate lawyers had better read the depositions of their client and his family. if they do I don't believe their going to put their client or anyone from his family on the stand just to purger themselves over and over again in front of a jury unless the want to lose. All they have is possibly some dr who isn't impartial questioning the results of the dr's I was sent to see. In the end after the Dr's have it out on the stand all that remains is me who nearly died, had 40% of my arm severed and the edges turned to hamburger by a chainsaw then just stitched back together with a few threads with hope that I might get some use yet. Well I do have limited use but it's not enough to do the daily functions we all need to do in order to take care of ourselves and it doesn't take a Ph.D. to see or understand that a chainsaw does that. Ok, I realize I just ranted a lot but its all good. I'll let you know in the morning"

• On July 18, 2016 at 10:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

• On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"You will have an answer tomorrow"

• On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II 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?"

• On July 19, 2016 at 3:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Both Handled the same as trail."

• On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"Does that mean your fees and costs are awarded separate from the award or do they still come out of the 300k cap?"

• On July 19, 2016 at 7:06 AM Defendant W. Randall 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 On

• 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"

• 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."

• On July 19, 2016 at 8:10 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I just read the statute on arbitration and it seems to me that your fees and all the costs can be agreed to in advance with the exception of fees for the arbitration itself. I need to feel that there is something covered. Particularly the monies we already laid out otherwise just the momentum in our favor isn't enough because the momentum has always been in our favor. It doesn't hurt to ask Allstate if they would agree to pay these separate from the award"

• On July 19, 2016 at 8:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"In essence Allstate is already setting terms on us not to go after their clients personal assets. Irregardless if their are any assets. So I think it's only fair that they cover fees and costs in advance"

• 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?"

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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."

• 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"

• 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."

• On July 20, 2016 at 8:43 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"Ok, I have to ask about rules of evidence in a trial vs. arbitration I know that you said it gives me the personal ability to talk with the arbiter about things that would not be allowed at a trial. My question is, is that a two way street, can the defense pull crap that would never be allowed at trial?"

• On July 20, 2016 at 10:00 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"They have no ammo. We have dr opinion unscathed and tree expert unscathed bad guy won't be there you will. So we have advantage"

• On July 20, 2016 at 10:21 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:

"Will there be some sort of gag order on me? In other wards does this stop me from talking about it in the future?"

• On July 20, 2016 at 10:56 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:

"Yes, no?"

• On July 20, 2016 at 11:03 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I doubt there will be any type of confidentiality clause as a part of the settlement"

• On July 20, 2016 at 11:05 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating:

"Can depositions be used?"

• On July 20, 2016 at 11:06 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Yes"

• On July 20, 2016 at 11:07 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Can phone, text, emails,videos or audio recordings be used?"

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 20, 2016 at 11:09 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"There aren't any restrictions on what we say or do with the judge when we are with him in private. He will give it as much weight or credibility as he sees fit, but we can do or say whatever we want to him when we meet. Unlike a trial"

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

"Can video or phone calls be used by us or the defense to reach outside the proceeding to clarify or substantiate any claims made by us or them"

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

"Correction; can video or phone calls be made during the proceedings that can Clarify, substantiate or rebuke any claims made? You know what I mean Like you want to call somebody during the preceding"

• On July 20, 2016 at 11:22 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"will be of greatest importance is the nature extent and permanence of your injury"

• On July 20, 2016 at 11:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"And just so you understand, as far as the judges concerned I feel that he is going to attribute very little if any negligence to you the matter that he"

• On July 20, 2016 at 11:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"From my understanding, they can have an army of professional witnesses ready at the touch of a button ready to tell the judge anything they wish? Is this a possibility?"

• On July 20, 2016 at 11:31 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"If we go to trial they sure will. They have no IME they have no rebut to tree expert. Again we are in the best position now to get the maximum recovery"

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 20, 2016 at 11:34 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Yes but they can call anyone or produce in writing anything they wish with no restrictions at the arbitration correct"

• On July 20, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"They could. But we will be there to refute anything. Again, the actual person, you. Not a document."

• 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."

• On July 20, 2016 at 11:45 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"So they can bring the defendants in via phone, video, text etc... Even if they are not in the physical location nor listed as anyone attending?"

• On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Show Sean will be there in an adjuster will be there either by telephone or in person. She will present a submission to the judge laying out there view of the case. Then she will speak their behalf and argue from the depositions that have already been presented. There's not going to be any testimony given"

• On July 20, 2016 at 11:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Also, if they're in a separate room and we are not privy to anyon their conversation how can we refute what's going on?"

• On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

"during this proceeding. We can talk to him in private but there's no questioning no answers no cross-exam. You're really overthinking this. Just stop and listen to your lawyers' advice that's why you hire us."

• On July 20, 2016 at 11:48 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"The judge will tell us what their arguments are and he will tell them what our arguments are. Did we tell the judge why we think that's not true, and conversely they do the same"

• On July 20, 2016 at 11:51 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I'm going into a meeting. I will have about five minutes coming up in an hour, during that time I have to have an answer. I ask that you believe in us and what we've done for you so far, we haven't misled or put you down the wrong path, just have faith."

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

"Yes binding mediation?"

• 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."

• On July 20, 2016 at 1:49 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Was that response garbled broken up text or did it go through ok?"

• On July 20, 2016 at 3:59 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"You available to talk with your mother as well on the phone in a half hour or so"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 20, 2016 at 3:59 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Tomorrow morning, 9am, judge Meyers?"

• On July 20, 2016 at 4:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Yes but on the phone in a half hour"

• On July 20, 2016 at 4:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Yes on the phone in a half hour is ok but mom is off with grandkids"

• On July 21, 2016 at 12:41 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Think you two can get me that copy of the policy soon?"

• On July 21, 2016 at 6:28 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Randy, please read page 1 coverage cushion of the gagnon policy. It extends coverage to 120% That's 60k more"

• On July 21, 2016 at 6:37 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Page 2 guest medical may be an extra 1k"

• On July 21, 2016 at 7:00 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Please let Kelly know that I want the high end of the Adr policy limit increased by 20% along with adding 20% to and judgement below the high end limit"

• On July 21, 2016 at 7:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Oh yeah, your thoughts of him being dropped is a joke. His Gold coverage says he cannot be dropped no matter how many claims are made. Just thought you'd like to know that. You really should read the policy"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 27, 2016 at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Just so you know, just received a letter from the Social Security Administration and its a Notice of Affirmation and order of Appeals Council Remanding Case back to the Administrative Law Judge"

• On July 27, 2016 at 11:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

Great

• On July 27, 2016 at 11:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Thank goodness that I kept the right to review by an appeal"

• On July 28, 2016 at 6:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Morning Randy, If there was some sort of business contract between Gagnon and his Parents why couldn't any of them even come close as to what the terms were? Secondly, where are the cashed checks or contract? I was there the day this happened. I didn't hear anything that sounded like it was more than a son doing work for his parents as a favor. Nothing more. This seems to me to be yet another ploy to negate their financial responsibility and was conceived of after the fact."

• On July 28, 2016 at 6:24 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If I remember correctly, David said in his dep that he was elected to do the work. Why say elected if he was contracted?"

• On July 28, 2016 at 6:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Sorry, I'm driving and it looks garbled again. But it says if there's an agreement or contract so I'm guessing, if he knows what is not going to give you coverage, he will testify that way. But he has already testified that he was receiving $15 an hour, and that you were going to get the same. What you get is a relevant or what you got, and I know you didn't get paid. It's also irrelevant whether or not he actually got paid, especially in light of how it turned out, I guess it's just whether or not there was an agreement and it didn't have to be in writing. If at trial, they all say that there was some agreement or in an action to exclude coverage before trial, i'm guessing they're all going to be on the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

same page. The issue as to whether or not there is coverage, is different from the trial. That's a trial before the trial and that is something that we would have to win."

• On July 28, 2016 at 6:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Since they didn't think enough ahead of the dep to get their storylines straight as to the payment/terms for this supposed agreement I believe that is enough to show there was no agreement and this is just another fabrication. Not unlike the other fabrications created throughout their deps. It is an obvious pattern. Expose it and their done even in front of a conservative jury or a trained judge acting as an bait or or mediator"

• On July 28, 2016 at 6:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Bait means arbiter"

• On July 28, 2016 at 6:56 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"This issue will not come to fruition and biding mediation. The Allstate in-house lawyers have not put two and two together"

• On July 28, 2016 at 6:57 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"They have to prove this claim and they can't."

• On July 28, 2016 at 7:00 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Am I allowed to make erroneous claims without proof? If not, why would their erroneous claims without proof be allowed?"

• On July 28, 2016 at 7:02 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"It would be something called dec action which would be brought by ALLSTATE. Yes evidence would be presented but there aren't any guarantees regarding what the judge would decide"

• On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

"I'm sure any experienced judge would see this for what it is. A fraudulent attempt to negate any and all financial responsibility for the wreck less actions committed that day. They have no proof other than the words of those who already lied under oath"

• On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Dozens of times"

• On July 28, 2016 at 7:11 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I'm sure a rational experience judge would think so, but those are few and far between. That's why the law books are full of appeals. The legal system is not fair, and not rational. Otherwise things could just be input into a computer and the answer would spit out."

• On July 28, 2016 at 7:13 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If someone hits you with their car does it matter if they were being paid to drive that car? If not how is this any different?"

• On July 28, 2016 at 7:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Actually that does, a lot of car policies exclude paid for hire. Also, every type of policy affords different types of coverage and has different exclusions so homeowners policies are different than car policies"

• On July 28, 2016 at 7:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I have a question that's related but different. Why were the defendants privy to my deposition prior to giving their own? Carol slipped in her dep and said things she couldn't have known unless someone coached her and gave her inside information about my deposition. If this happened, and clearly it is, what's to say they weren't coached to claim this was a contract just so he insurance company had an out?"

• On July 28, 2016 at 7:20 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"I'm not sure who would've coached them because if this was an issue that ALLSTATE realized it would've been dealt with a long time ago"

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 7:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"When it smells foul, it's foul"

• On July 28, 2016 at 7:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"Defendants certainly are foul."

• On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Look, they claim it's a contract but when asked the details non of the parties supposedly involved with the contract can get any of the details even remotely the same. Like I said this is a ploy and nothing more"

• On July 28, 2016 at 7:25 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

Yeah I'm not sure I don't know. Could be dabbing if they have a canceled check or something from previous work to say hey look we've paid him for doing stuff around the house before. But even if not you would have testimony that they had an agreement. Whether or not it's true is another story

• On July 28, 2016 at 7:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Ploy means rouse"

• On July 28, 2016 at 7:28 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If they had a check it should have been entered into evidence by now. Since they don't too bad for them."

• On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"That would be a separate action. Nobody has even raised the issue of payment whether he's liable or not is"

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"One issue. Whether or not there is coverage is a separate completely separate action that would be between ALLSTATE and him"

• On July 28, 2016 at 7:30 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Since when is it ok to entertain unsubstantiated claims this far along with no evidence any of it it remotely true"

• On July 28, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I just had to go back to carols dep. she claimed she gave money to David so he had something to claim on his taxes, not for the work being performed. David claims an hourly wage and the father, Bill claimed Carol gave him a pair ago pants. Probably a gift as a thank you. None of these things are even close to being the same but all are suggestive and not proof of anything because their so vastly different"

• On July 28, 2016 at 7:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I am more curious who Carol hired to remove the tree and would be more interested questioning that company they were hired prior to the day of the incident. This would go a long way to putting David's claim of a contract to rest"

• On July 28, 2016 at 7:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating:

"It's not even a contract it was just an agreement that doesn't have to be something formal written it's like hey I'll pay you some money to take the tree down. Headed into a meeting. I'll keep you up-to-date on any new information"

• On July 28, 2016 at 8:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If Carol, as she claimed, had previously entered into a contract with a real professional tree removal company why would she also agree to pay her son to remove the same tree? Unless, this is some sort of afterthought in an attempt to find ways of not paying for the damage they caused. They cannot play both sides of the street at the same time. They lied about this just as they lied about other things that happened that day all attempts to lessen the amount of damage done to me and lessen their responsibilities and misdirect blame and responsibility"

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On July 28, 2016 at 8:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"The patterns are obvious and easily proven to be lies"

• On July 28, 2016 at 9:37 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"From Carol knowing what I said in my Deposition, claiming the hospital and doctors gave her my personal medical information to the claims that she entered into some sort of verbal agreement with her son for business purposes sounds more like insurance company lawyers entering into an verbal agreement with their clients to skew the truth so they have some sort of out in exchange for representation in court."

• On July 28, 2016 at 9:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"If that's the case almost any claim made against an insurance policy can be thrown out based on verbal agreements with no proof to back up the story or lies being told"

• On July 28, 2016 at 9:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"I see this a a malicious attempt to get away with little or or no consequences and just makes me want to expose all of this to a jury even more"

• On July 29, 2016 at 9:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Any chance Myrna can send me that asset report today? Also, there may be another asset that won't show up on his report. Rumor has it that David Gagnon had an auto accident and had to undergo some sort of surgery on his back and is in the process of suing for his injury."

• On August 2, 2016 at 3:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"What is a bad faith letter?"

• On August 2, 2016 at 5:30 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Has one been sent to the Allstate adjusters?"

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• On August 8, 2016 at 8:29 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"What is happening this Wednesday in court now that Allstate is getting their independent medical exam in September or October?"

• On August 12, 2016 at 9:22 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"Morning Randy, Ok, it's driving me bananas over here, I'd like to know exactly what it is about the medical that's the issue in my case? Please call me with the details soon and let's discuss what's best. Thanks, Paul"

• 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".

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

* 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, Ldt. 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

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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:

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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)

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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 to have to wait to find out the award amount.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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?

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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?"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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:

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

"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—

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(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:

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

"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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 togeter but it doesnt work well

RBS how many surguries

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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)

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit AE
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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) Affidaivt.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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

/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 mcGuires 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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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?

Exhibit AE
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-06_0100PM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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,

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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]]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. _____
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.		

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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).**

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 to735 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);

Exhibit AF
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 Baundin 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

& 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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

41. 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

42. 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

43. 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."

44. 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."

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Plaintiff Dulberg stating "Yes binding mediation?"

46.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."

47. 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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, Ldt. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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 to 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 ...".

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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?"

Exhibit AF
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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;

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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,

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Was it your dominate arm, is it ok?

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

RBS how many surguries

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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) Affidaivt.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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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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."

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• 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.

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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 mcGuires 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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

• 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]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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]]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. _____
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.		

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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).**

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 to735 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);

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 Baundin 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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

& 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.

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

41. 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

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

42. 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

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www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

43. 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."

44. 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."

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Plaintiff Dulberg stating "Yes binding mediation?"

46.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."

47. 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"

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

48. 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".

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, Ldt. 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."

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

(Please see Exhibit 2 and exhibit 3 attached).

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

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing 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 informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

51. 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

Exhibit AG
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 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:

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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, bu t 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...

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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?

Exhibit AG
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."
(Please see Group Exhibit 6 attached)

51. On October 31, 2016 both orders were issued by bankruptcy judge.
(Please see Exhibit 7 and Exhibit 8 attached)

52. 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."
(Please see Exhibit 9 p1 attached)

• On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."
(Please see Exhibit 9 P2 attached)

53. On or about November15, 2016 W. Randal Baudin II 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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

54. 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.

55. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee 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.

56. 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.

57. 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).

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

Exhibit AG
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

59. 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.

60. 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 ******** lied.

61. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham,

(Ret) issued a Binding Mediation Gross Award of $660,000.00.
(Please see Exhibit 10 attached)

62. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

63. 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.

64. Dulberg replied, Yeah you two did good, real good and I thank both of you

Exhibit AG
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

65.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

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

66.. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

67. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

68. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

69. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

Exhibit AG
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

b) These Defendants knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting that the facts stated in the counterclaim were true.

c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.

d) These Defendants knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.

e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.

g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.

h) These Defendants 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.

i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.

j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

k) 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.

l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

m) These Defendants 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.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement. (Please see Plaintiff's Exhibit 11 attached)

70. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a $300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

71. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of $261.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Exhibit AG
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_0914AM_Complaint IL IllinoisRelated Content as pdf.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

72.. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

73. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

74. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

75. These Defendants knew that the representation was false.

76. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

77. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

78. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of $300,000.00 against a gross award by the Mediator of $660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD 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

79. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

80. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

81. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETTE LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

82 Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

83. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

mediation agreement because plaintiff was not a good witness.

84. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of $261,000.00.

85. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

86. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

87. The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

88. 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.

89. 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and 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 and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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__.

_____

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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]]

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

From: **Alphonse Talarico** contact@lawofficeofalphonsetalarico.com
Subject: Final Draft complaint
Date: December 8, 2022 at 12:56 PM
To: Paul Dulberg pdulberg@icloud.com, Paul Dulberg pdulberg@icloud.com

AT

Please review and sign twice on last page and return the last page only

Complaint IL
Illinois...nt.doc
185 KB

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. _____
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.		

PLAINTIFFS' COMPLAINT AT LAW

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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).**

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.**

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 to735 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);

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 Baundin 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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

41. 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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

won't. This will give you the best possible outcome."

42. 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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

43. 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."

44. 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."

45. On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "Yes binding mediation?"

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

47. 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"

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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".

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."

(Please see Exhibit 2 and exhibit 3 attached).

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

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing 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 informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

51. 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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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"

52. 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:

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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 t 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

Exhibit AH
www.fraudonthecourt.net/exhibits/Group Exhibit 55_Successive drafts of Baudin Olsen complaint/2022-12-08_1256 PM_RECV_Final Draft complaint_with attachments.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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."
(Please see Group Exhibit 6A and B attached)

53. On October 31, 2016 both orders were issued by bankruptcy judge.
(Please see Exhibit 7 and Exhibit 8 attached)

54. 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."
(Please see Exhibit 9 p2 attached)

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."
(Please see Exhibit 9 P3 attached)

56. On or about November15, 2016 W. Randal Baudin II 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.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother,

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

58. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee 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.

59. 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.

60. 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).

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

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

because she was informed they had a deal with prior counsel and the case would be settled for $50,000.

63. 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 ******** lied.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of $660,000.00. (Please see Exhibit 10 attached)

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

66. 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.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

68. 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

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

69. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

70. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

71. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

72. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

b) These Defendants knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting that the facts stated in the counterclaim were true.

c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.

d) These Defendants knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.

e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.

g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.

h) These Defendants 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.

i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.

j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

k) Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

m) These Defendants 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.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R. Dulberg all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement. (Please see Plaintiff's Exhibit 11 attached)

73. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a $300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

74. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of $261,00.00

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

75. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

76. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

77. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

78. These Defendants knew that the representation was false.

79. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

80. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

81. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of $300,000.00 against a gross award by the Mediator of $660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD 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

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

83. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

84. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETTE LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

85. Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

86. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

mediation agreement because plaintiff was not a good witness.

87. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of $261,000.00.

88. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

89. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

90. The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

91. Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

92. 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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and 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 and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 4

BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

96. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 4 of the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Complaint in their favor and against DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 5

BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

104. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

94. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

105. Plaintiff did all that was required of him under the terms of the contract.

106. Defendant breached the contract by not following the terms regarding amending the contract.

107. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

JURY DEMAND-12 PERSONS

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST demand a trial by jury on all issues triable by a jury.

Dated: December 8, 2022

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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 verily believes the same to be true.

_____

Paul R. Dulberg

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)

I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

1. I have brought suit 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., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

2. The total of money damages I seeks does exceed $50,000;

3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

_____

Paul R. Dulberg

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

From: **Paul Dulberg** pdulberg@icloud.com
Subject: Re: Final Draft complaint
Date: December 8, 2022 at 1:04 PM
To: Law Office Of Alphonse Talarico contact@lawofficeofalphonsetalarico.com
Bcc: Paul Dulberg pdulberg@icloud.com

PD

Scan 1.pdf

> On Dec 8, 2022, at 12:56 PM, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:
>
> Please review and sign twice on last page and return the last page only
> <Complaint IL IllinoisRelated Content.doc>

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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 verily believes the same to be true.

Paul R. Dulberg

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)

I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

1. I have brought suit 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., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

2. The total of money damages I seeks does exceed $50,000;

3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

Paul R. Dulberg

Exhibit AI
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, DAVID A. GAGNON, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature on this 9th day of December, 2013.

MARGARET MAGGIE ORTON, CSR, RPR

CSR No. 084-004046

Exhibit AJ1
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Gagnon depo certification page.pdf

K-1 ORTON

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The signature of the witness, ADAM P. BAINBRIDGE, P.E., C.F.I., was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 20th day of January, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-2 ORTON

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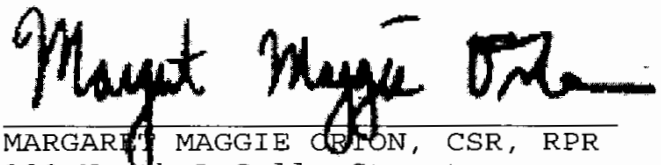
The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature on this 14th day of March, 2013.



MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
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K-3 ORTON

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In witness whereof, I have hereunto set my hand and affixed my seal of office at Chicago, Illinois, this 15th day of May, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
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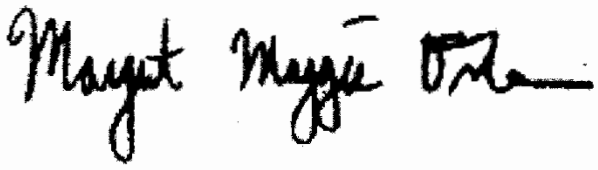
K-4 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, HANSABEN N. PATEL, was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 22nd day of July, 2013.



MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
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CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-5 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, JAH-WON KOO, M.D., was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 11th day of October, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-6 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, ANDREW P. TIMS, was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 31st day of January, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-7 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, DARREN L. JENKINS, was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 17th day of March, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-8 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, KEVIN T. CHORVAT, M.D., was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 21st day of May, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

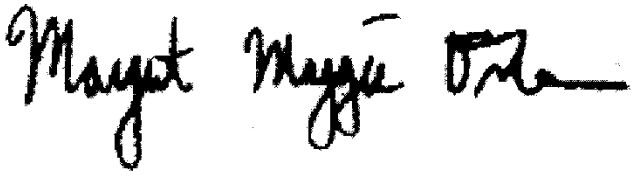
K-9 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, ANDREW J. BLINT, M.D., was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 14th day of August, 2014.



MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-10 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, ANTHONY M. FRER, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 14th day of October, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-11 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, CARL N. GRAF, M.D., was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 11th day of February, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-12 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, MICHAEL W. MONTEMAYOR, was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 12th day of April, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

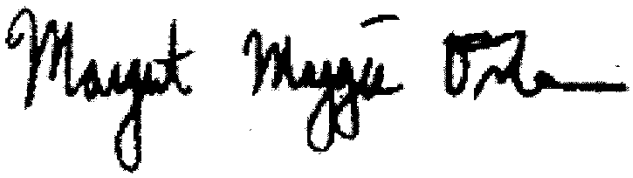
K-13 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, EDWARD J. HERBA, M.D., was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 20th day of June, 2013.



MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

K-14 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, CHARLES V. SULLIVAN, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 27th day of August, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gaghon deposition certification page/K1 to K20. ORTON.pdf

K-15 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

In witness whereof, I have hereunto set my hand and affixed my seal of office at Chicago, Illinois, this 25th day of November, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

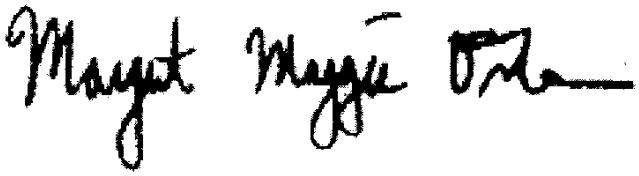
CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-16 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

In witness whereof, I have hereunto set my hand and affixed my seal of office at Chicago, Illinois, this 17th day of February, 2014.



MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-17 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, WILLIAM C. BARASHA, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 21st day of April, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-18 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Margaret Maggie Orton, being first duly sworn, on oath says that she is a Certified Shorthand Reporter and Registered Professional Reporter doing business in the City of Chicago, County of Cook and the State of Illinois;

That she reported in shorthand the proceedings had at the foregoing trial;

And that the foregoing is a true and correct transcript of her shorthand notes so taken as aforesaid and contains an excerpt of the proceedings had at the said trial.

MARGARET MAGGIE ORTON, CSR, RPR

CSR No. 084-004046

SUBSCRIBED AND SWORN TO
before me this 24th day of
June, A.D., 2014.

NOTARY PUBLIC

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

K-19 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, KATHRYN S. HOROS, was waived by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 16th day of September, 2013.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

K-20 ORTON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

The signature of the witness, ROGER W. BARRETTE, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature and seal as Notary Public in and for Cook County, Illinois, on this 3rd day of December, 2014.

MARGARET MAGGIE ORTON, CSR, RPR
180 North LaSalle Street
Suite 2800
Chicago, Illinois 60601
Phone: (312) 236-6936

CSR No. 084-004046

Exhibit AJ2
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/K1 to K20. ORTON.pdf

49: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

K-2
ORTON
3-14-2013

K-3
ORTON
5-15-2013

K-4
ORTON
7-22-2013

50: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-5
ORTON
10-11-2013

K-6
ORTON
1-31-2013

K-7
ORTON
3-17-2014

K-8
ORTON
5-21-2014

51: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1
ORTON12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-9
ORTON
8-14-2014

K-10
ORTON
10-14-2014

K-11
ORTON
2-11-2013

K-12
ORTON
4-12-2013

52: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1
ORTON12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-13
ORTON
6-20-2013

K-14
ORTON
8-27-2013

K-15
ORTON
11-25-2013

K-16
ORTON
2-17-2014

53: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-17
ORTON4-21-
2014

K-18
ORTON
6-24-2014

K-19
ORTON
9-16-2013

K-20
ORTON
12-13-2014

54: All 20 Known Signatures Are the Same Signature/ Either a Stamp or are Copy-Pasted

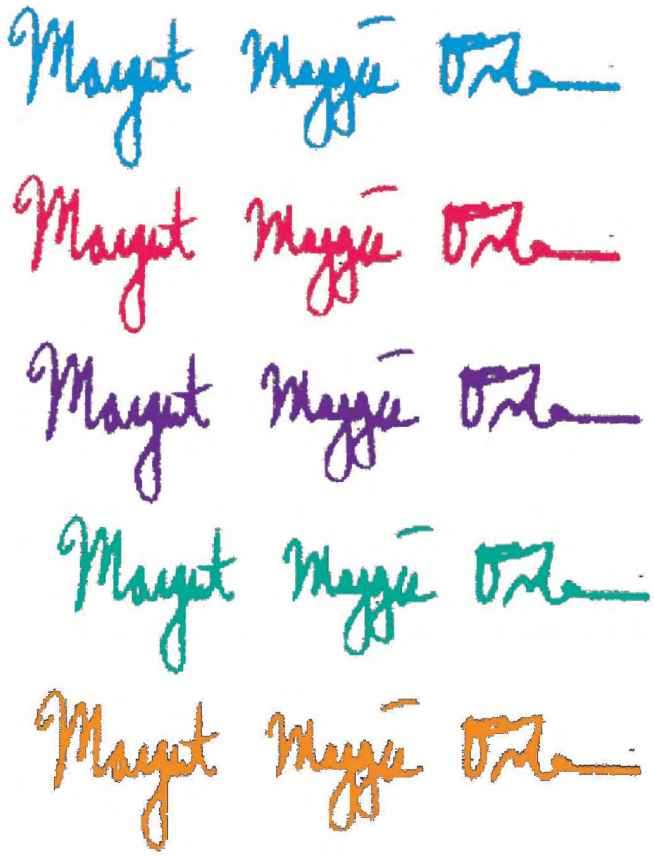
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton



K-1 through K-5 ORTON

COLORIZED

K-1 through K-5—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

55: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 OERTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-6
through
K-10
ORTON

COLORIZED

K-6
through
K-10—

Each overlaid
onto the next

Signatures are purposefully out of register in order to see color variations

56: General Comparisons

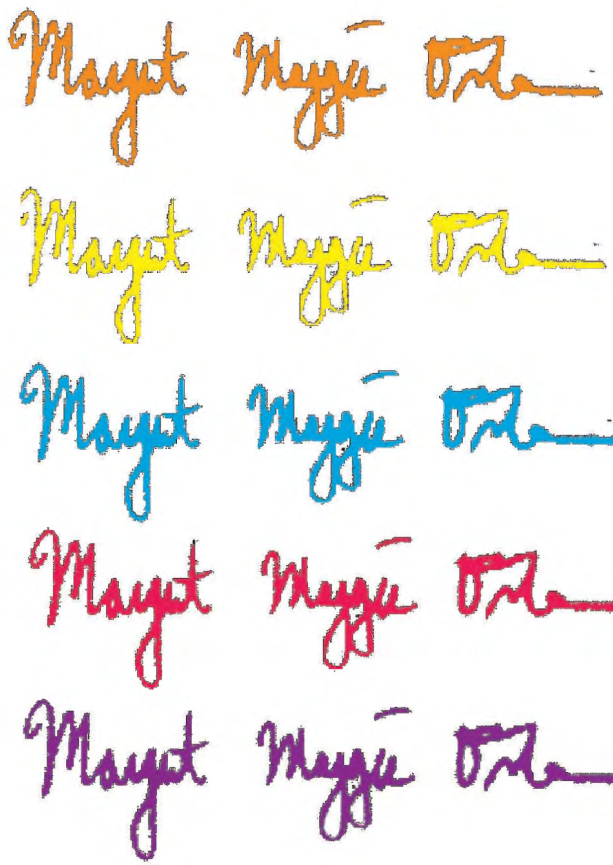
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1
ORTON12-9-2013

Known Signature(s) of Margaret Maggie Orton



K-11 through K-15 ORTON

COLORIZED

K-11 through K-15—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

57: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition cert notation page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-16 through K-20 ORTON

COLORIZED

K-16 through K-20—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

58: All 20 Known Signatures Overlaid One Onto the Next-Shows One Signature

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1
ORTON12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-1 through K-20— ORTON

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

59: Since ALL K Signatures are the Same-Only One Will Be used for Illustrative Purposes

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

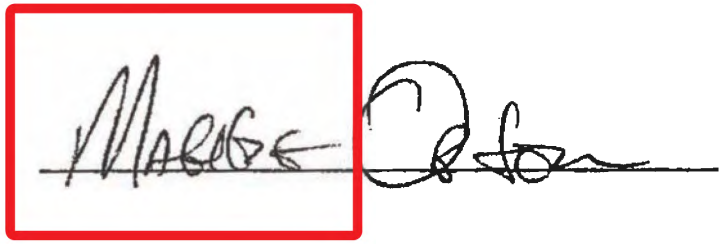
60: Handprinted, Capital Letters in First Name in Q-1 — NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013



Handprinted, capital letters

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Cursive handwriting

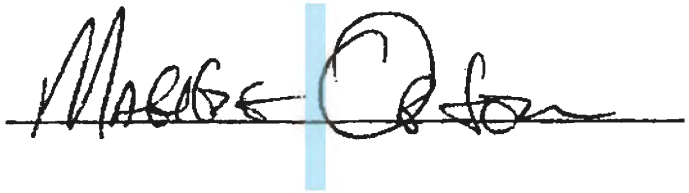
61: Spacing Between First and Last or Middle Names—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013



Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

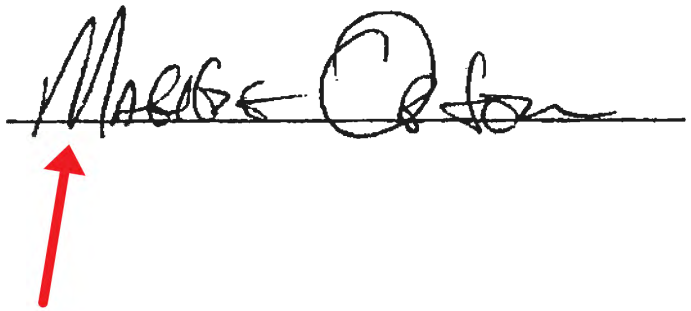
62: Letter "M" Design—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013



Letter "M" design

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Letter "M" design

63: Beginning Stroke of Letter "M"—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

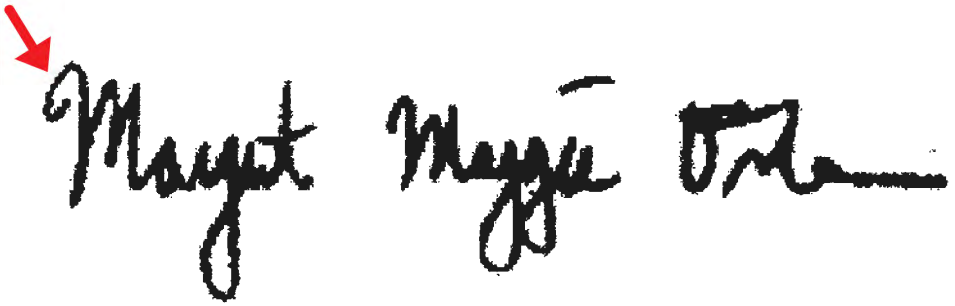
Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013

Beginning stroke

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014



Beginning stroke

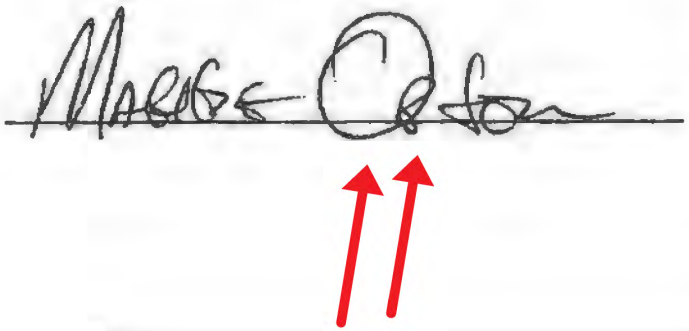
64: Letters "O-r" in Last Name in Q-1 — NOT SIMILAR

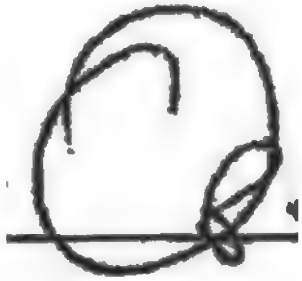
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013





O-r

Known Signature(s) of Margaret Maggie Orton

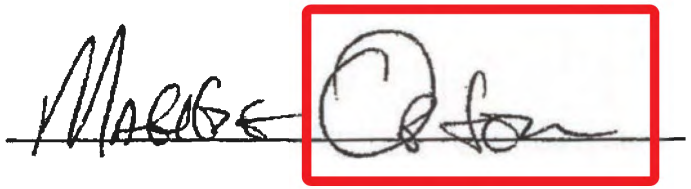
K-1
ORTON
1-20-2014

O-r

65: Clearly Defined vs Threaded and Undefined Letter Forms in Last Name—NOT SIMILAR

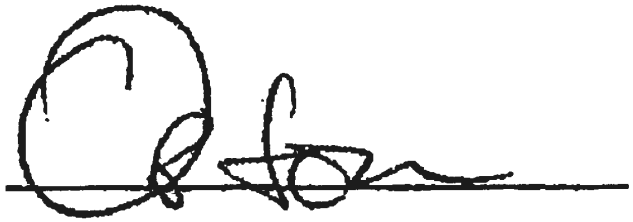
Questioned Signature(s) of Margaret Maggie Orton

Q-1 ORTON
12-9-2013



Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014



Defined letter forms

Undefined and threaded letter forms

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

Exhibit AJ3

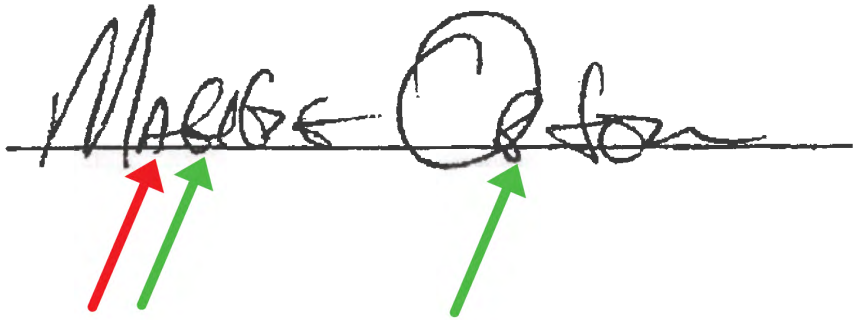
66: Handwriting in Q-1 LOOKS SIMILAR to Questioned Signature of Paula Erickson

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1. CHARTS Margaret Maggie. Orton . 49 to 66.pdf

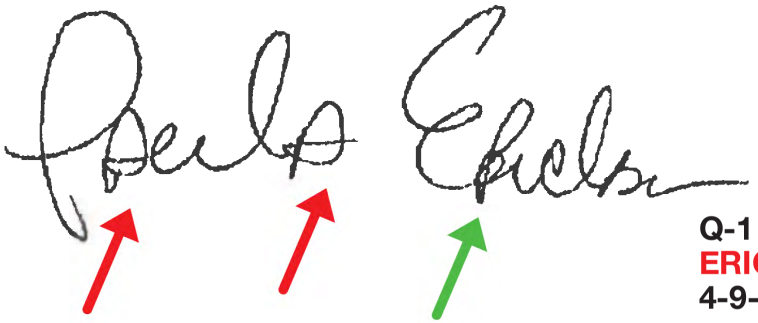
Exhibit AJ3

Questioned Signature(s) of Margaret Maggie Orton

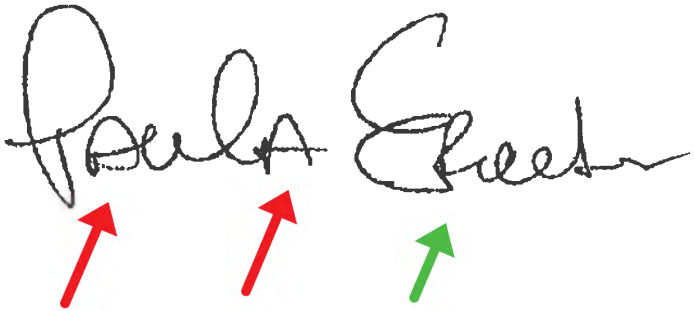
Q-1 ORTON
12-9-2013



Questioned Signature(s) of Paula Erickson
PREVIOUS CASE



Q-1
ERICKSON
4-9-2013



Q-2
ERICKSON
4-9-2013

Q-3
ERICKSON
4-9-2013

Q-1 ORTON

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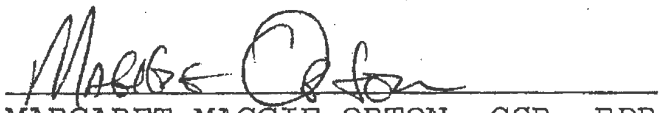
The signature of the witness, DAVID A. GAGNON, was reserved by agreement of counsel.

The undersigned is not interested in the within case, nor of kin or counsel to any of the parties.

Witness my official signature on this 9th day of December, 2013.



MARGARET MAGGIE ORTON, CSR, RPR

CSR No. 084-004046

Exhibit AJ4
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1 and Q2. ORTON.pdf

Q-2 ORTON

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employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

Margaret Orton

Margaret Maggie Orton
Certified Shorthand Reporter
Certificate No. 84-004046

Exhibit AJ4
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q1 and Q2. ORTON.pdf

67: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

K-2
ORTON
3-14-2013

K-3
ORTON
5-15-2013

K-4
ORTON
7-22-2013

68: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-5
ORTON
10-11-2013

K-6
ORTON
1-31-2013

K-7
ORTON
3-17-2014

K-8
ORTON
5-21-2014

69: General Comparisons

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-9
ORTON
8-14-2014

K-10
ORTON
10-14-2014

K-11
ORTON
2-11-2013

K-12
ORTON
4-12-2013

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

70: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-13
ORTON
6-20-2013

K-14
ORTON
8-27-2013

K-15
ORTON
11-25-2013

K-16
ORTON
2-17-2014

71: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-17
ORTON
4-21-2014

K-18
ORTON
6-24-2014

K-19
ORTON
9-16-2013

K-20
ORTON
12-13-2014

72: All 20 Known Signatures Are the Same Signature/ Either a Stamp or are Copy-Pasted

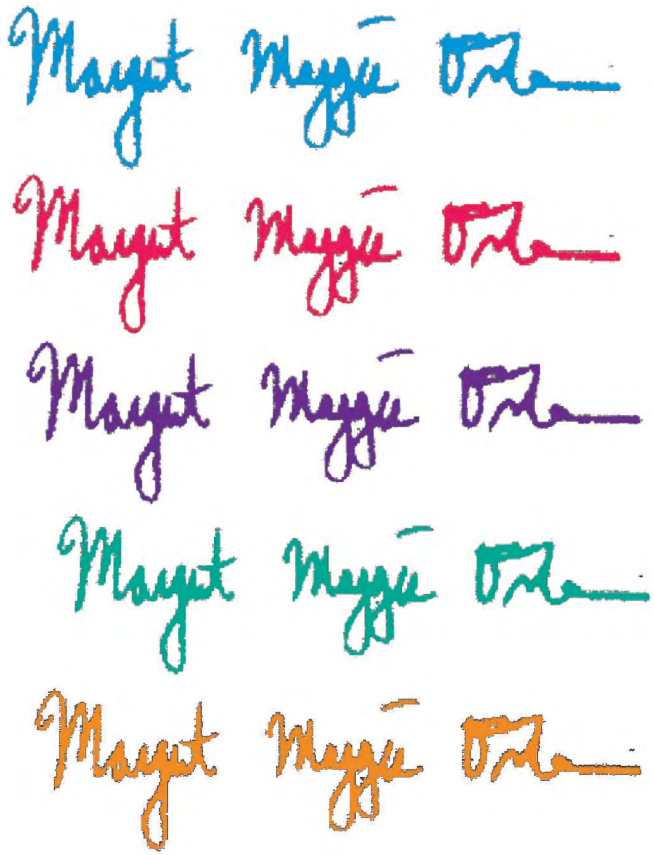
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton



K-1 through K-5 ORTON

COLORIZED

K-1 through K-5— Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

73: General Comparisons

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition cermication page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-6 through K-10 ORTON

COLORIZED

K-6 through K-10—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

74: General Comparisons

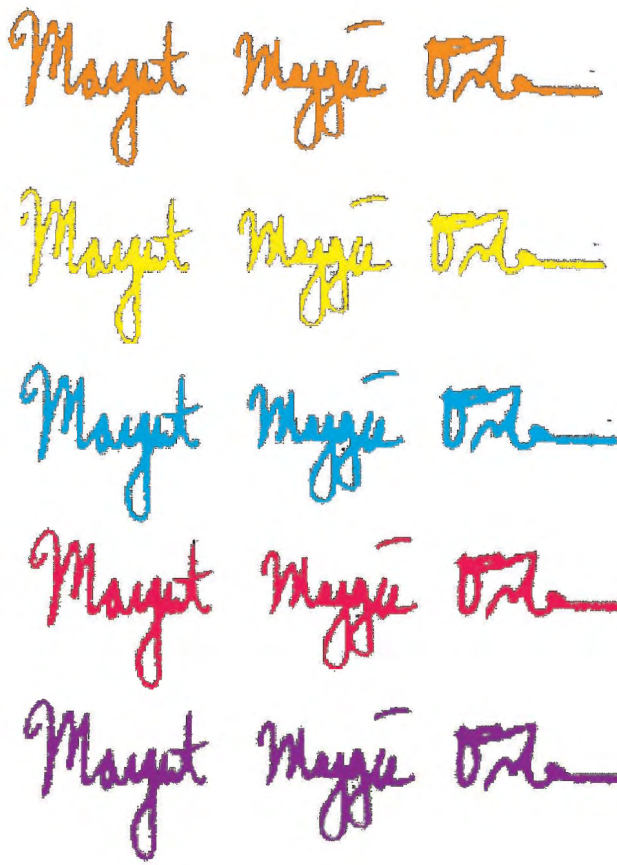
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton



K-11 through K-15 ORTON

COLORIZED

K-11 through K-15—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

75: General Comparisons

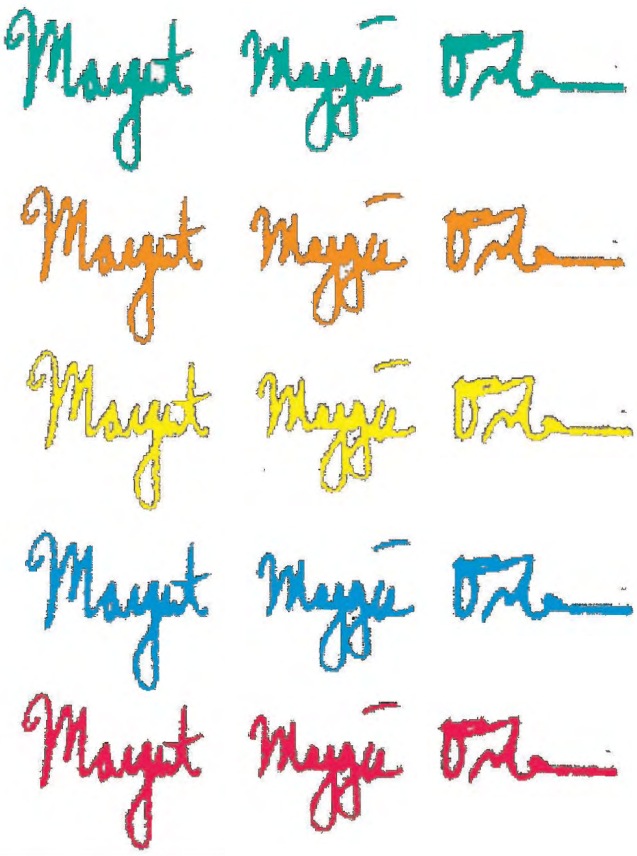
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition cert/Exhibit AJ5 page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton



K-16 through K-20 ORTON

COLORIZED

K-16 through K-20—

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

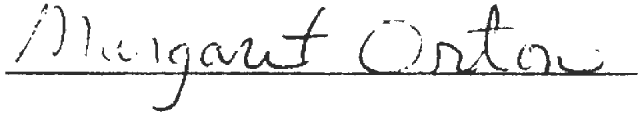
76: All 20 Known Signatures Overlaid One Onto the Next-Shows One Signature

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated



Known Signature(s) of Margaret Maggie Orton

K-1 through K-20— ORTON

Each overlaid onto the next

Signatures are purposefully out of register in order to see color variations

77: Since ALL K Signatures are the Same-Only One Will Be used for Illustrative Purposes

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

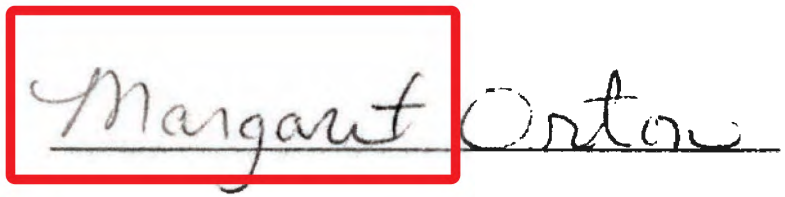
78: Individual Letter Forms in Q-1 are Apparent—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated



Handprinted, capital letters

Known Signature(s) of Margaret Maggie Orton

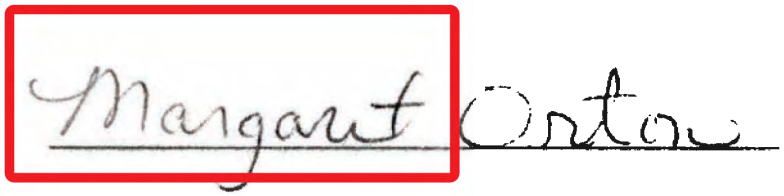
K-1
ORTON
1-20-2014

Cursive handwriting

79: Spacing Between Letter Forms is Wider in Q-1 — NOT SIMILAR

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

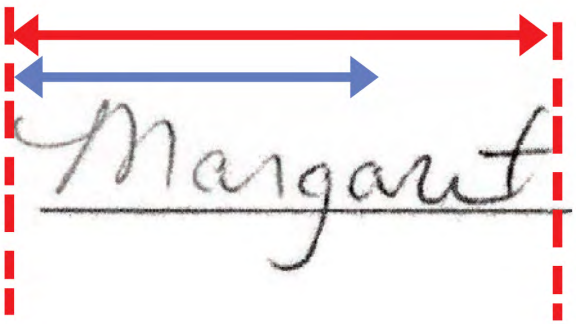


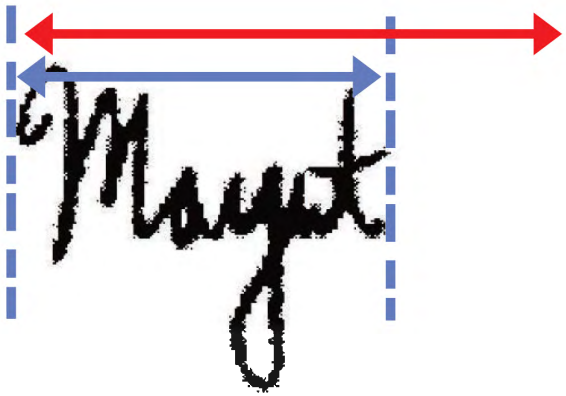
Handprinted, capital letters

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Cursive handwriting





www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

80: Spacing Between First and Last or Middle Names—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition cerfification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

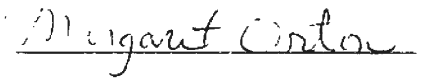
81: Height Proportions in First Name "Margaret"—NOT SIMILAR

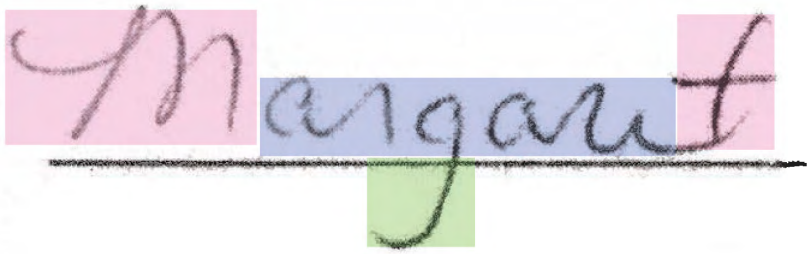
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated





Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

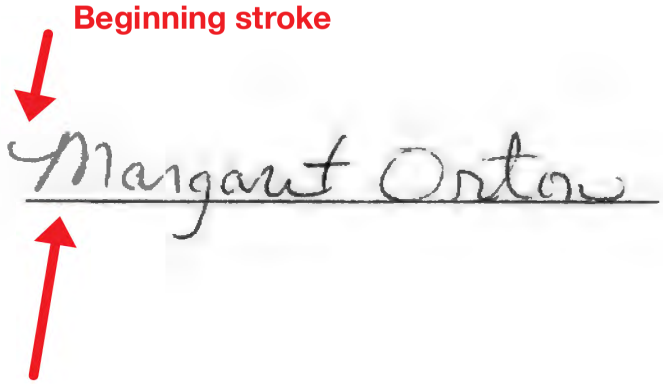
82: Beginning Stroke and Letter "M" Design—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

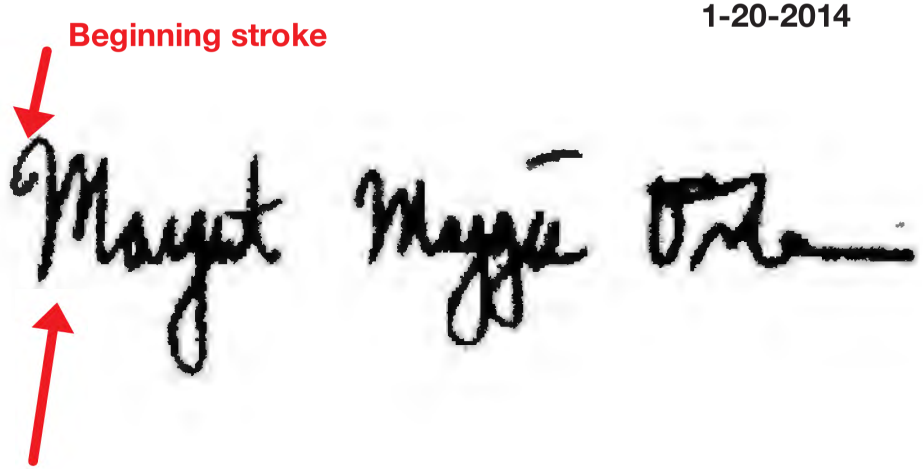
Questioned Signature(s) of Margaret Maggie Orton

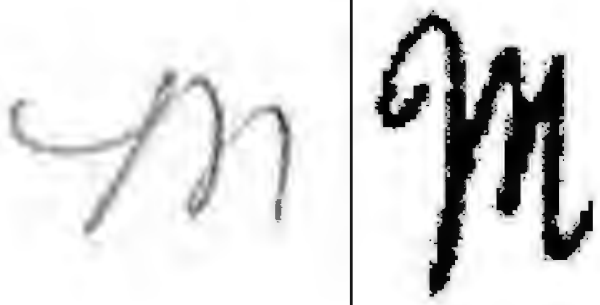
Q-2 ORTON
Not Dated



Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014





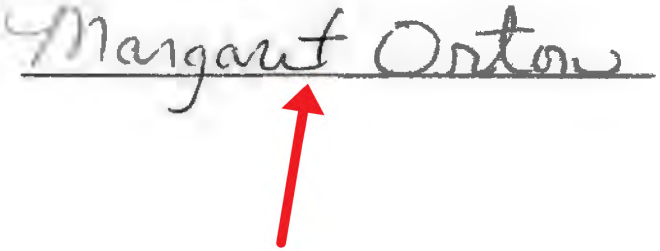
83: Ending Stroke and Letter "t" Design—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

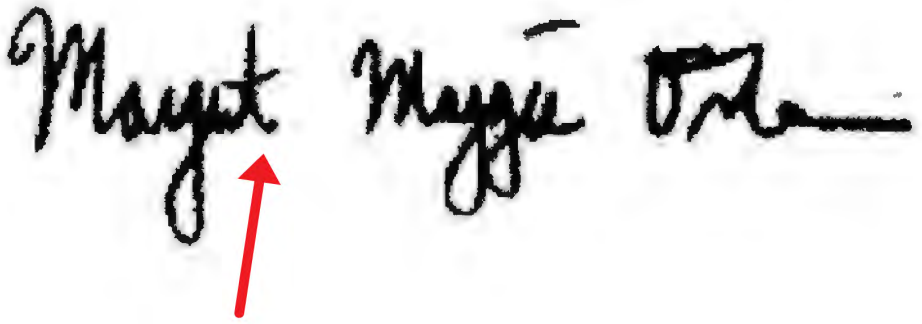


Letter "t" design

Stroke ends here

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014



Letter "t" design

Stroke ends here

84: Method of Construction of Letter "t" — NOT SIMILAR-A Fundamental Difference

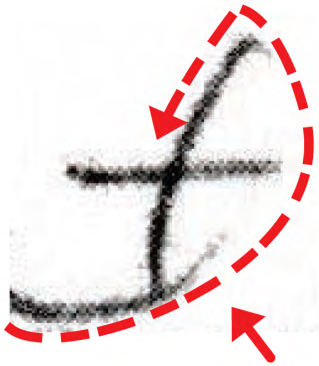
www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Letter "t" method of construction



Stroke loops around and forms t-stem from the top

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Letter "t" method of construction

Stroke is retraced and forms the t-stem from the bottom

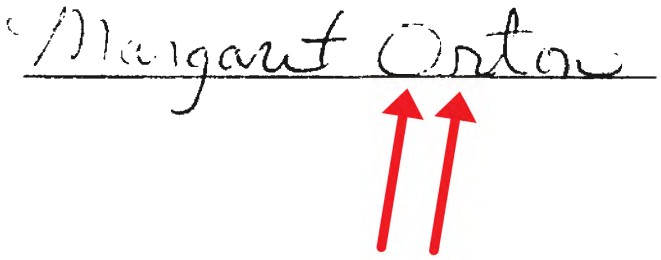
85: Letters "O-r" in Last Name in Q-1 — NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

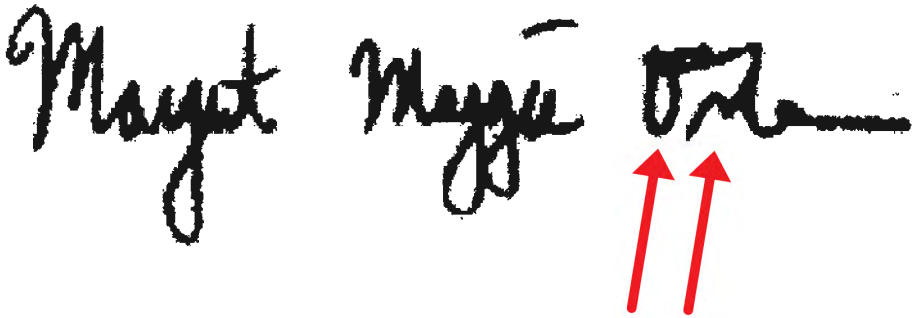
Q-2 ORTON
Not Dated



O-r

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014



O-r

86: Clearly Defined vs Threaded and Undefined Letter Forms in Last Name—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Clearly defined letter forms

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Undefined and threaded letter forms

87: Ending Stroke in "Orton"—NOT SIMILAR

www.fraudonthecourt.net/exhibits/Fabrication 4 Gagnon deposition certification page/Q2. CHARTS Margaret Maggie. Orton . 67 to 87 .pdf

Exhibit AJ5

Questioned Signature(s) of Margaret Maggie Orton

Q-2 ORTON
Not Dated

Ending stroke turns upward

Known Signature(s) of Margaret Maggie Orton

K-1
ORTON
1-20-2014

Ending stroke forms a horizontal line and moves toward the right

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OMNI
Document Examinations

Robin D. Williams, MFS, MS, D-BFDE
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Bonnie L. Schwid, B.S., D-BFDE
Board Certified
blschwid@docexamination.com

May 24, 2022

Attorney Alphonse A. Talarico
707 Skokie Blvd. #600
Northbrook, Illinois 60062

REPORT OF FINDINGS

RE: Dulberg v. Popovich et al 17 LA 377

Dear Attorney Talarico,

PART 1—PAULA ANN ERICKSON QUESTIONED SIGNATURES:

Pursuant to your request, I examined the following documents:

Documents containing the disputed signatures of Paula Ann Erickson
(machine copies)

Q-1 ERICKSON	Page 108 - Court Reporter signature page; dated 4-9-2013.
Q-2 ERICKSON	Page 61 - Court Reporter signature page; dated 4-9-2013.
Q-3 ERICKSON	Page 53 - Court Reporter signature page; dated 4-9-2013.

Document(s) submitted as bearing the genuine signatures of Paula Ann Erickson
(machine copies):

K-1 ERICKSON	Mortgage Broker Fee Agreement; dated 5-14-2013.
K-2 ERICKSON	Credit Inquiry Explanation Letter; dated 5-14-2013.
K-3 ERICKSON	Disclosure Notices document containing 3 known signatures; top signature is K-3; dated 5-14-2013.
K-4 ERICKSON	Disclosure Notices document containing 3 known signatures; center signature is K-4; dated 5-14-2013.
K-5 ERICKSON	Disclosure Notices document containing 3 known signatures; bottom signature is K-5; dated 5-14-2013.
K-6 ERICKSON	Notice of Termination; dated 7-11-2013.
K-7 ERICKSON	Claim Coverage document; dated 3-26-2013.
K-8 ERICKSON	Signature page with Federal National Mortgage Association/ Fannie Mae containing 2 known signatures; top signature is K-8; dated 5-21-2013.
K-9 ERICKSON	Signature page with Federal National Mortgage Association/ Fannie Mae containing 2 known signatures; center of page signature is K-9; dated 5-21-2013.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

K-10 ERICKSON	Code Enforcement Disclosure document; dated 5-21-2013.
K-11 ERICKSON	Buyer's Arm Length Acknowledgement; dated 5-21-2013.
K-12 ERICKSON	Real Estate Tax Information document; date is unknown.
K-13 ERICKSON	Technical Support Incident Report sheet; dated 12-13-2013.
K-14 ERICKSON	Erickson Reporting cover page for errata sheet; dated 9-18-2012.
K-15 ERICKSON	Erickson Reporting cover page for errata sheet; dated 3-10-2014.
K-16 ERICKSON	Receipt from Bubba's in Cape Coral, Florida; dated 5-11-2013.

Assignment

The purpose of the examination was to determine whether the signatures of Paula Ann Erickson in question on Items Q-1 ERICKSON, Q-2 ERICKSON, Q-3 ERICKSON and the signatures of Paula Ann Erickson submitted as genuine on Items K-1 ERICKSON to K-16 ERICKSON were written by the same person, Paula Ann Erickson.

Procedure

The examination consisted of visual and microscopic study of the writing style, the discriminating writing characteristics, natural variations, spatial arrangement, letter formations, letter connections, slant, letter designs, legibility, fine motor control and other significant handwriting features.

Opinion

It is the opinion of this examiner that it is highly probable that the signatures of Paula Ann Erickson that are in question on Items Q-1 ERICKSON, Q-2 ERICKSON and Q-3 ERICKSON were not written by the same person whose signatures are on Items K-1 ERICKSON to K-16 ERICKSON.

Visual demonstrations regarding the reasons for my opinion on the Charts 1 through 48.

PART 2 —MARGARET MAGGIE ORTON QUESTIONED SIGNATURES:

Pursuant to your request, I examined the following documents:

Documents containing the disputed signatures of Margaret Maggie Orton

(machine copies)

Q-1 ORTON	Top right of page reads: "Page 214"; first line reads: "1 The signature of the witness, DAVID A. GAGNON [sic]…; dated 12-9-2013.
Q-2 ORTON	Top right of page reads: "37"; first line reads: "…employee of such attorney or counsel, or…"; date is unknown.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Document(s) submitted as bearing the genuine signatures of Margaret Maggie Orton (machine copies):

K-1 ORTON Top right of page reads: "Page 84"; first line reads: "The signature of the witness, Adam P."…; dated 1-20-2014.

K-2 ORTON Top right of page reads: "Page 73"; first line reads: "The undersigned is not interested in the …"; dated 3-14-2013.

K-3 ORTON Top right of page reads: "Page 242"; first line reads: "In witness whereof, I have hereunto set my…"; dated 5-15-2013.

K-4 ORTON Top right of page reads: "Page 35"; first line reads: "The signature of the witness, Hansaben N."…; dated 7-22-2013.

K-5 ORTON Top right of page reads: "Page 73"; first line reads: "The signature of the witness, Joh-Won Koo"…; dated 10-11-2013.

K-6 ORTON Top right of page reads: "Page 149"; first line reads: "The signature of the witness, Andrew P. Tims"…; dated 1-31-2013.

K-7 ORTON Top right of page reads: "Page 235"; first line reads: "The signature of the witness, Darren L."…; dated 3-17-2014.

K-8 ORTON Top right of page reads: "Page 39"; first line reads: "The signature of the witness, Kevin T."…; dated 5-21-2014.

K-9 ORTON Top right of page reads: "Page 51"; first line reads: "The signature of the witness, Andrew J. Blint"…; dated 8-14-2014.

K-10 ORTON Top right of page reads: "Page 56"; first line reads: "The signature of the witness, Anthony M. Frer"…; 10-14-2014.

K-11 ORTON Top right of page reads: "Page 53"; first line reads: "The signature of the witness, Carl N. Graf"…; dated 2-11-2013.

K-12 ORTON Top right of page reads: "Page 172"; first line reads: "The signature of the witness, Michael W."…; dated 7-22-2013.

K-13 ORTON Top right of page reads: "Page 31"; first line reads: "The signature of the witness, Edward J. Herba"…; dated 6-20-2013.

K-14 ORTON Top right of page reads: "Page 96"; first line reads: "The signature of the witness, Charles V."…; dated 8-27-2013.

K-15 ORTON Top right of page reads: "Page 119"; first line reads: "In witness whereof, I have hereunto set my…"; dated 11-25-2013.

K-16 ORTON Top right of page reads: "Page 40"; first line reads: "In witness whereof, I have hereunto set my…"; dated 2-17-2014.

K-17 ORTON Top right of page reads: "Page 160"; first line reads: "The signature of the witness, William C."…; dated 4-21-2014.

K-18 ORTON Top right of page reads: "Page 37"; first line reads: "Margaret Maggie Orton, being first duly sworn,…"; dated 6-24-2014.

K-19 ORTON Top right of page reads: "Page 104"; first line reads: "The signature of the witness, Kathryn S."…; dated 9-16-2013.

K-20 ORTON Top right of page reads: "Page 129"; first line reads: "The signature of the witness, Roger W."…; dated 12-3-2014.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Assignment

The purpose of the examination was to determine whether the signatures of Margaret Maggie Orton in question on Items Q-1 ORTON and Q-2 ORTON, and the signatures of Margaret Maggie Orton submitted as genuine on Items K-1 ORTON to K-20 ORTON were written by the same person, Margaret Maggie Orton.

Procedure

The examination consisted of visual and microscopic study of the writing style, the discriminating writing characteristics, natural variations, spatial arrangement, letter formations, letter connections, slant, letter designs, legibility, fine motor control and other significant handwriting features.

Opinion

It is the opinion of this examiner that it is highly probable that the signatures of Margaret Maggie Orton that are in question on Items Q-1 ORTON and Q-2 ORTON were not written by the same person whose signatures are on Items K-1 ORTON to K-20 ORTON.
Visual demonstrations regarding the reasons for my opinion on the Charts 49 through 87.

Discussion

This examination was conducted from machine copies of the documents in question and the exemplars used for comparison. I assume that they are accurate reproductions of the originals. If the original documents become available, I reserve the right to examine it and revisit my opinion. However, I do not believe my opinion will change.

Please allow four weeks in the event that my testimony is required.

Respectfully submitted,
Omni Document Examinations

Robin D. Williams

Robin D. Williams, MFS, MS, D-BFDE
Diplomate-Board of Forensic Document Examiners

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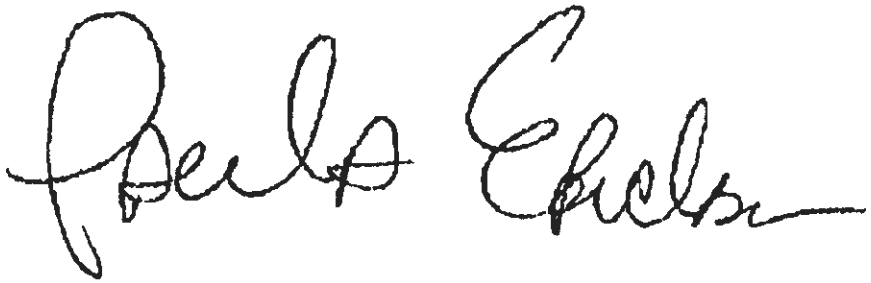
Exhibit AJ7

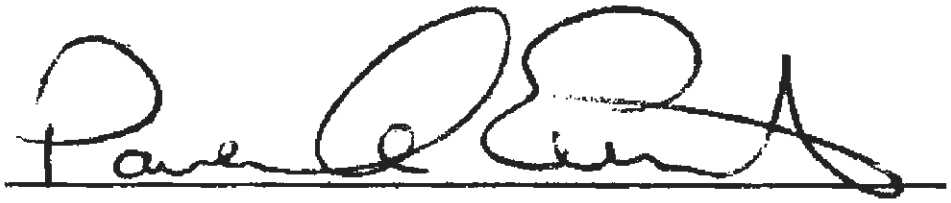
1: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson



K-1
ERICKSON
5-14-2013

K-2
ERICKSON
5-14-2013

K-3
ERICKSON
5-14-2013

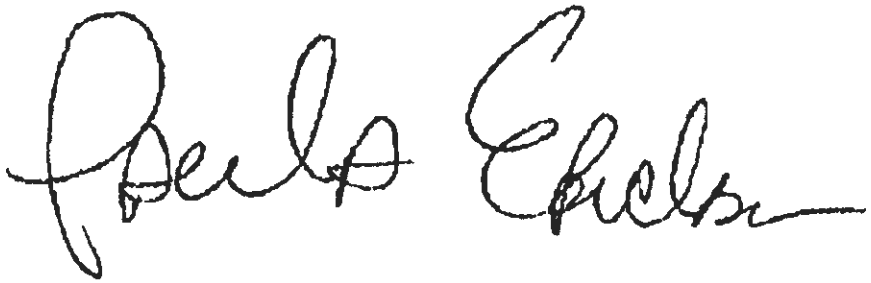
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

2: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-4
ERICKSON
5-14-2013

K-5
ERICKSON
5-14-2013

K-6
ERICKSON
7-11-2013

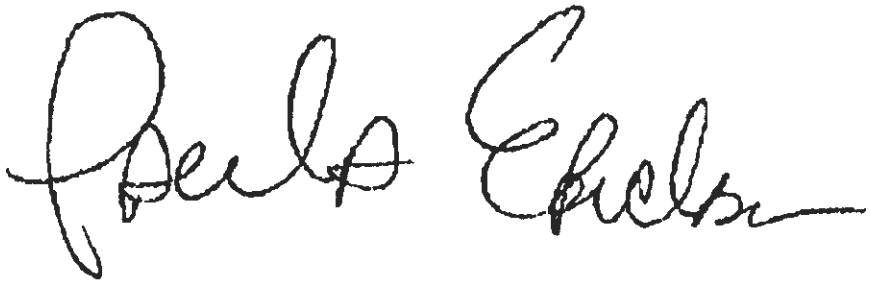
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

3: General Comparisons

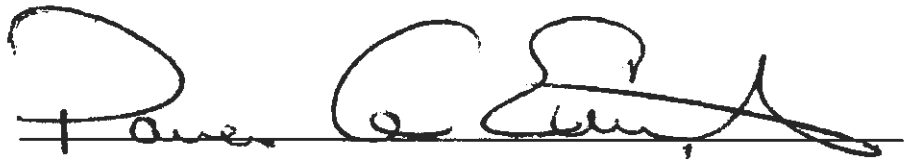
Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013

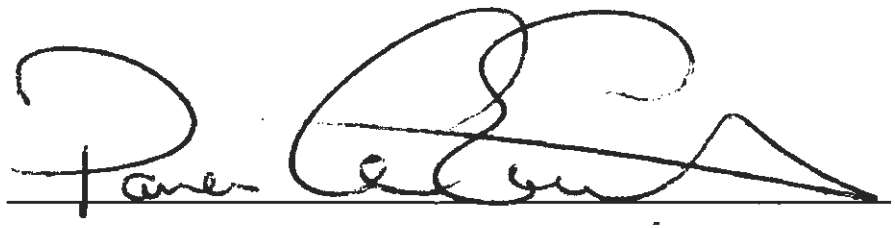


Known Signature(s) of Paula Ann Erickson

K-7
ERICKSON
3-26-2013



K-8
ERICKSON
5-21-2013



K-9
ERICKSON
5-21-2013

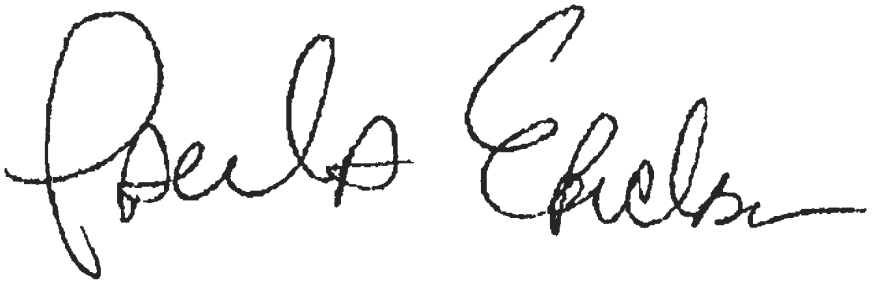
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McAtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

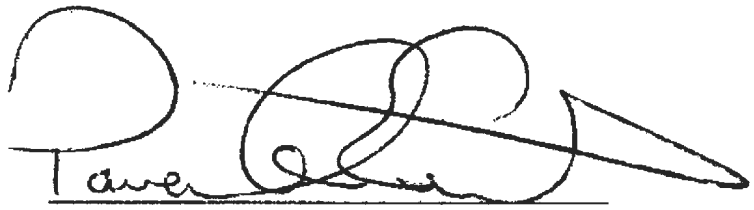
4: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

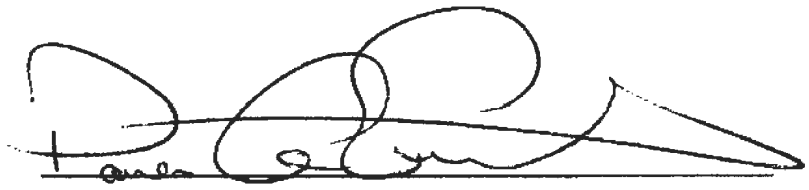
Q-1
ERICKSON
4-9-2013



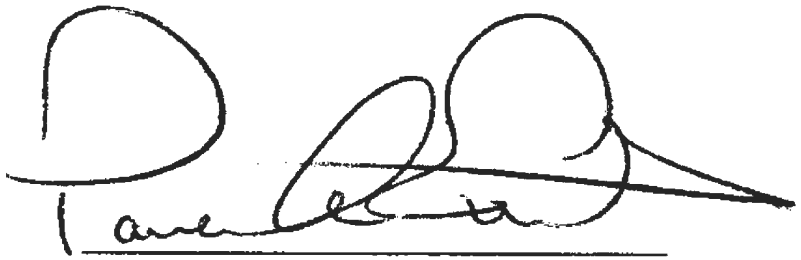
Known Signature(s) of Paula Ann Erickson



K-10
ERICKSON
5-21-2013



K-11
ERICKSON
5-21-2013



K-12
ERICKSON
not dated

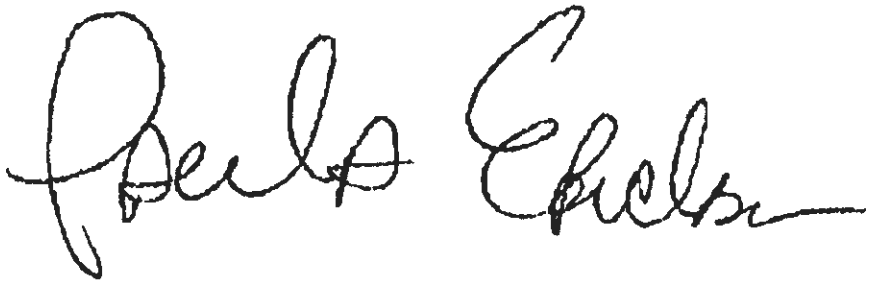
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

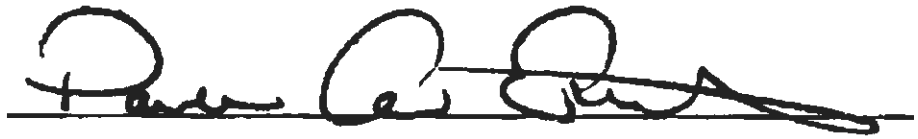
5: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013

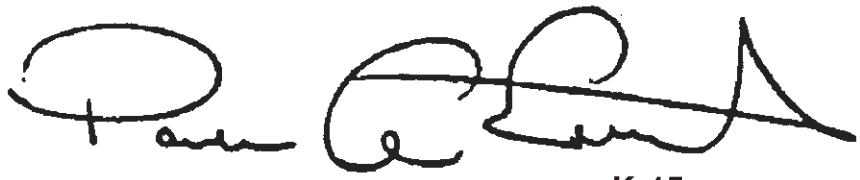


Known Signature(s) of Paula Ann Erickson



K-13
ERICKSON
12-13-2013

K-14
ERICKSON
9-18-2012

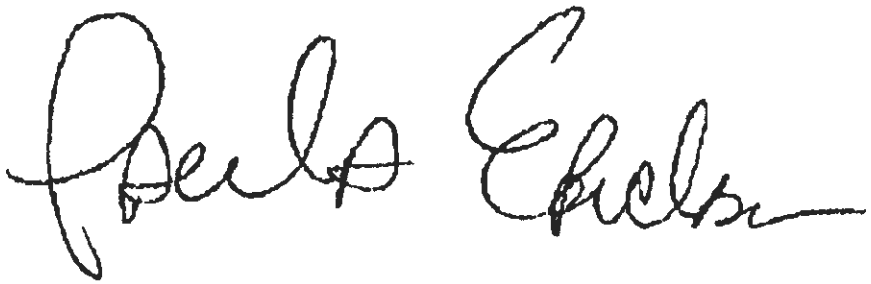


K-15
ERICKSON
3-25-2014

6: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-16
ERICKSON
5-11-2013

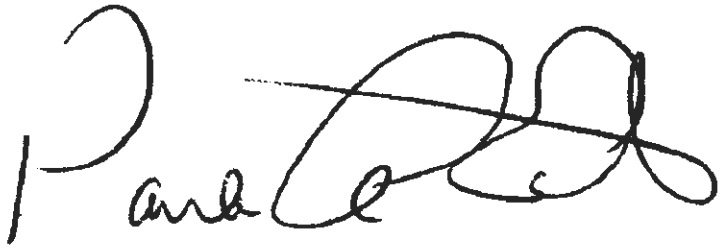


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Exhibit AJ7

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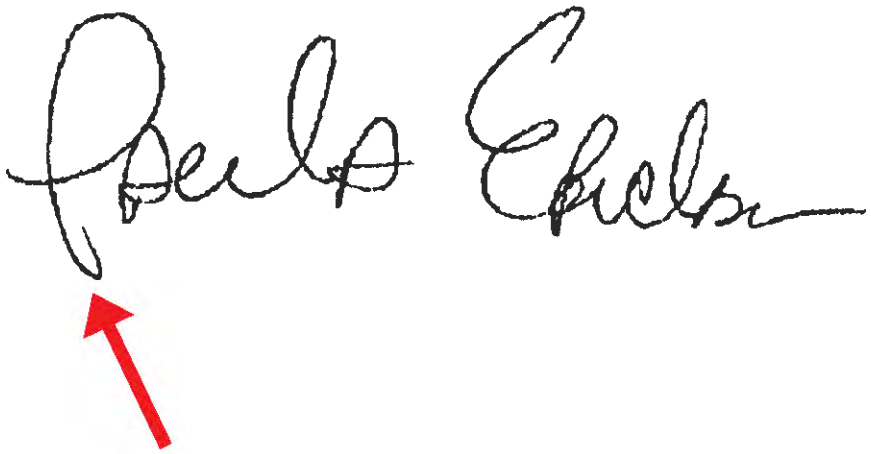
Exhibit AJ7

7: Letter "P" in Paula—Method of Construction-a Fundamental Difference—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

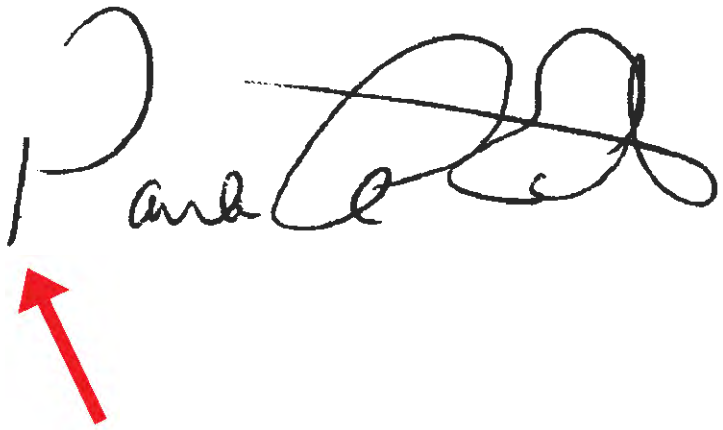
Q-1
ERICKSON
4-9-2013



1-continuous stroke to create letter "P"

Known Signature(s) of Paula Ann Erickson

K-16
ERICKSON
5-11-2013



2 strokes to create letter "P"

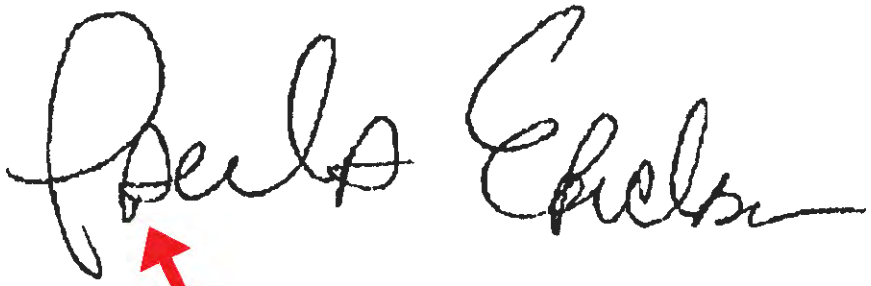
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

8: Letter "A" in Paula/ Handprinted Capital Letter vs Cursive Letter "a"—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

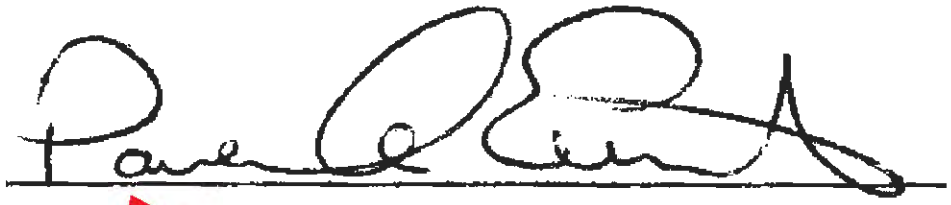
Q-1
ERICKSON
4-9-2013



Handprinted capital letter "A"

Known Signature(s) of Paula Ann Erickson

K-1
ERICKSON
5-14-2013



Cursive "a"

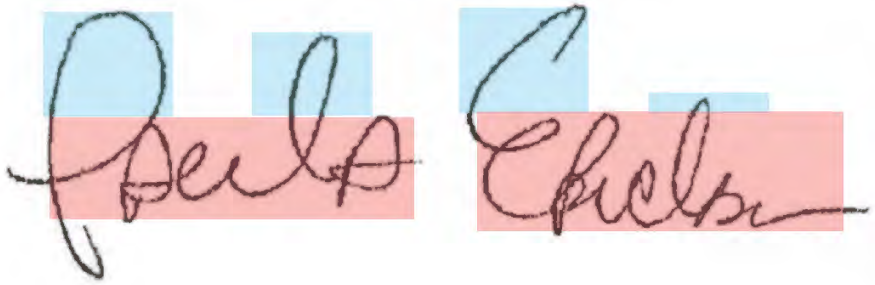
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

9: Height Proportions Comparison—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013

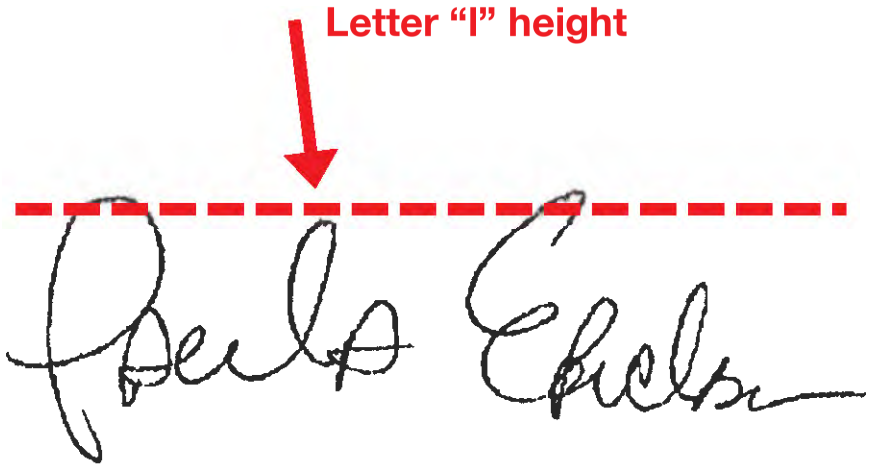
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

10: Height of Letter "l" in Paula—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

11: Letter “A” in Paula/ Handprinted Capital Letter vs Cursive Letter “a”—NOT SIMILAR

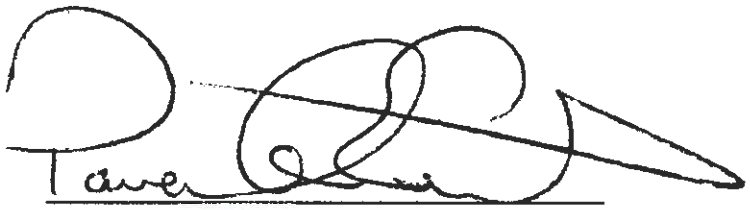
Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013

Handprinted capital letter “A”

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Cursive “a”

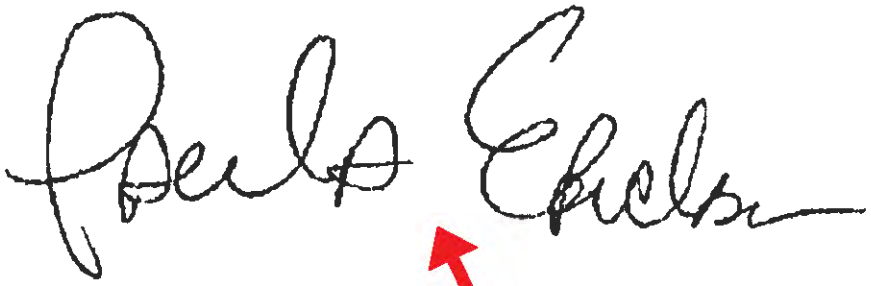
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

12: Middle Initial Used in Known Signatures But Not in Questioned Signature(s)—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

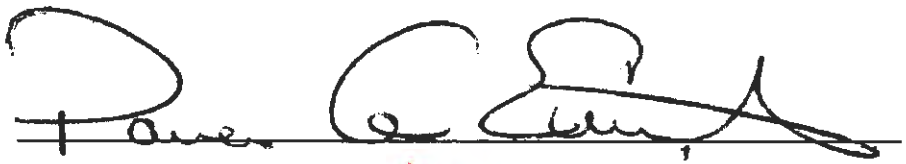
Q-1
ERICKSON
4-9-2013



No middle initial

Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013



Middle initial “A”

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

13: Placement of Beginning Stroke of Letter "E" — NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013

Placement of beginning stroke

Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013

Placement of beginning stroke

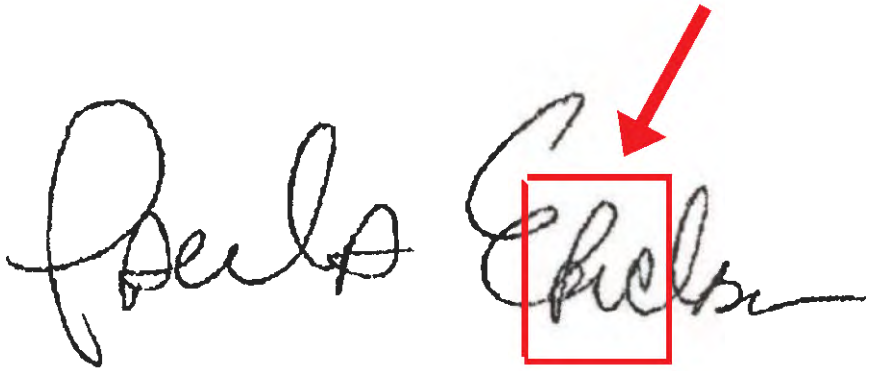
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

14: Design of Letter Forms Following Letter "E" in Erickson—NOT SIMILAR

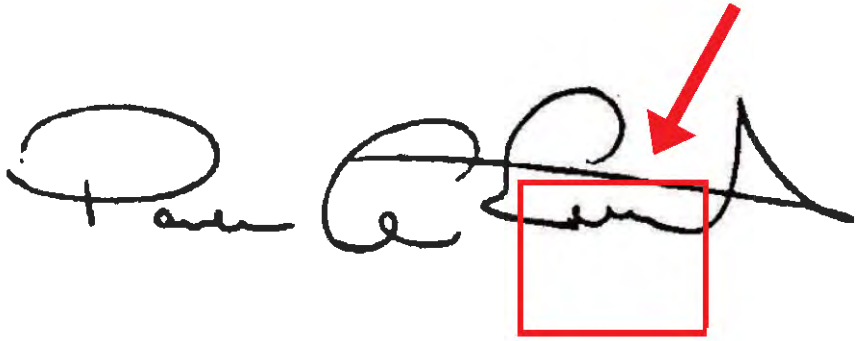
Questioned Signature(s) of Paula Ann Erickson

Q-1
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-15
ERICKSON
3-25-2014



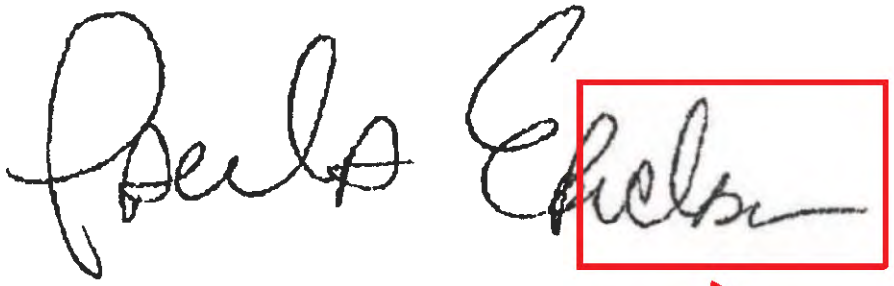
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

15: Last Letter Forms in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

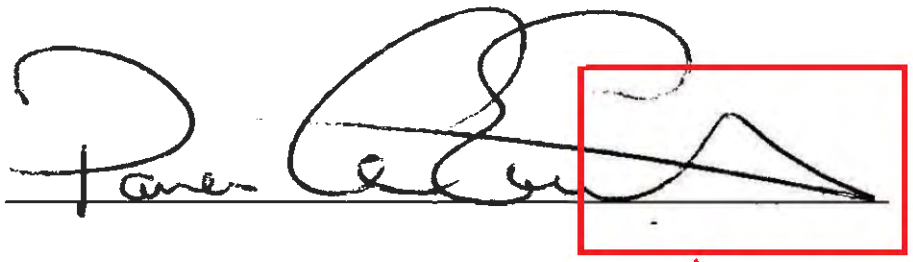
Q-1
ERICKSON
4-9-2013



Letter forms are not threaded

Known Signature(s) of Paula Ann Erickson

K-9
ERICKSON
5-21-2013



Letter forms have no definition-threaded appearance

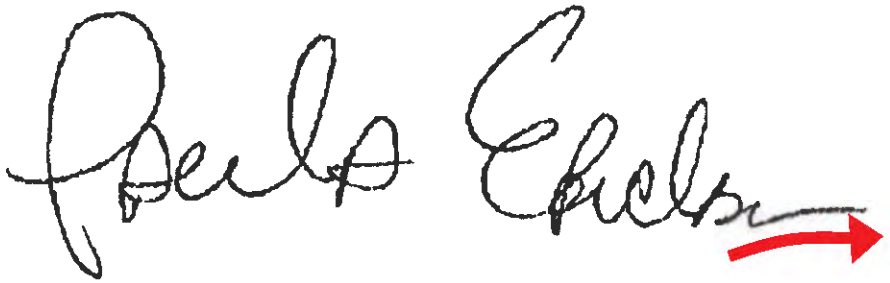
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q1 paula ann erickson. 1 to 16 . .pdf

Exhibit AJ7

16: Direction of Ending Stroke in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

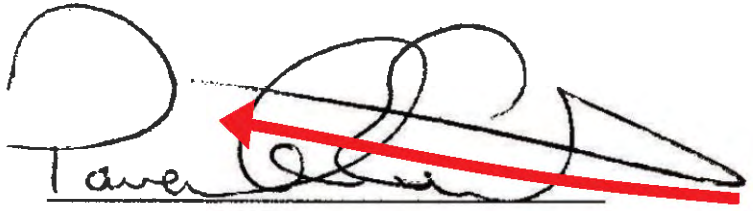
Q-1
ERICKSON
4-9-2013



Ending stroke moves to the right

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Ending stroke moves to the left

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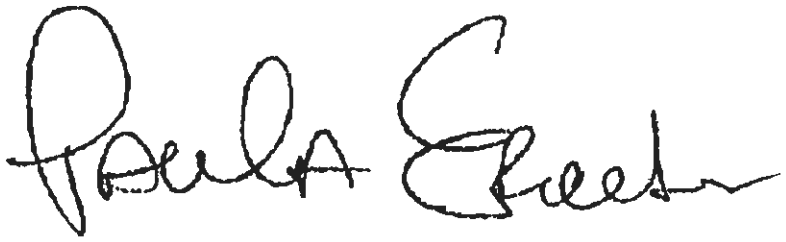
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

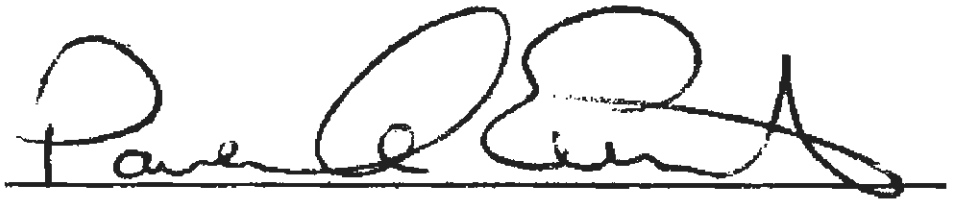
17: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson



K-1
ERICKSON
5-14-2013

K-2
ERICKSON
5-14-2013

K-3
ERICKSON
5-14-2013

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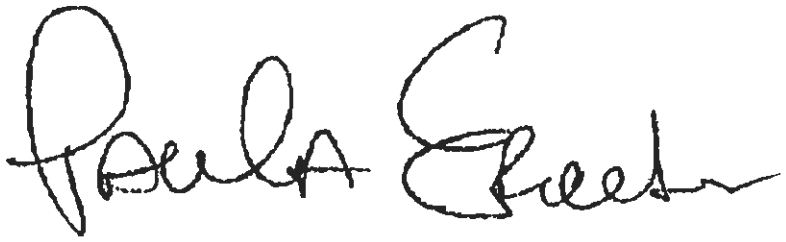
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

18: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-4
ERICKSON
5-14-2013

K-5
ERICKSON
5-14-2013

K-6
ERICKSON
7-11-2013

FILED DATE: 2/24/2025 7:50 PM 2022L010905

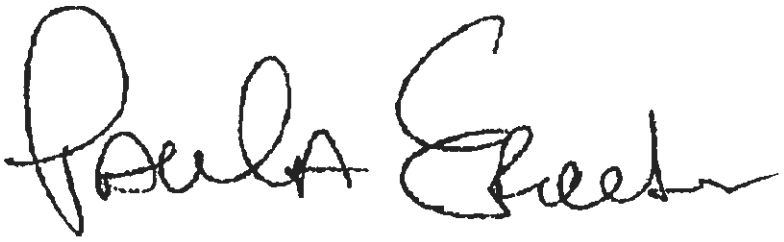
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

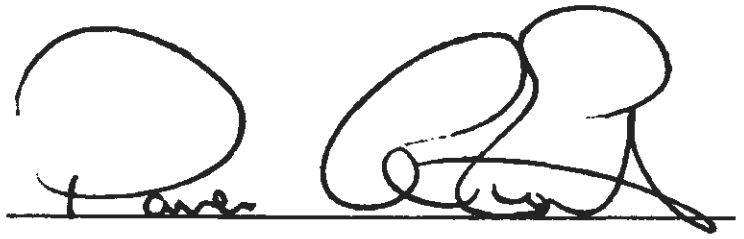
19: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

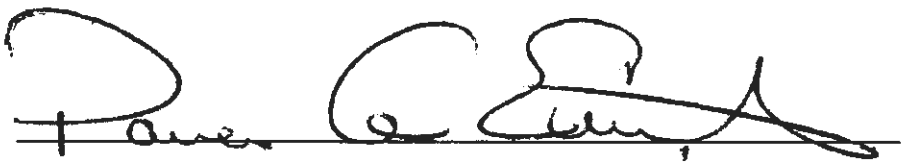
Q-2
ERICKSON
4-9-2013



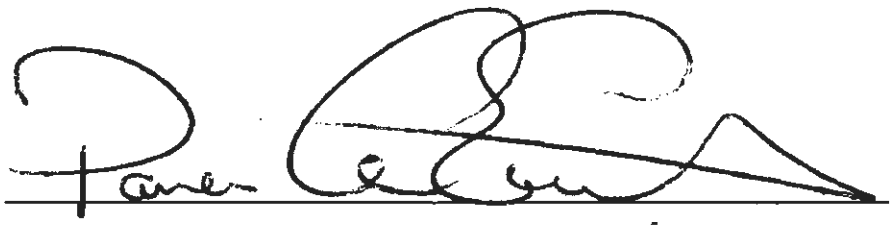
Known Signature(s) of Paula Ann Erickson



K-7
ERICKSON
3-26-2013



K-8
ERICKSON
5-21-2013

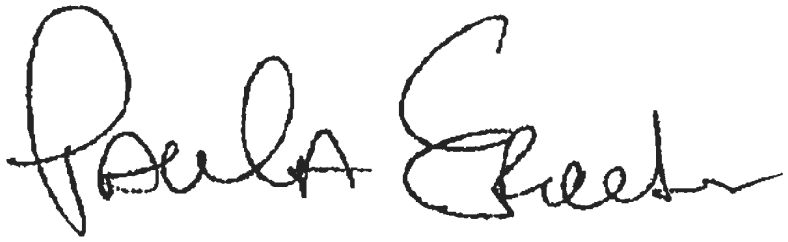


K-9
ERICKSON
5-21-2013

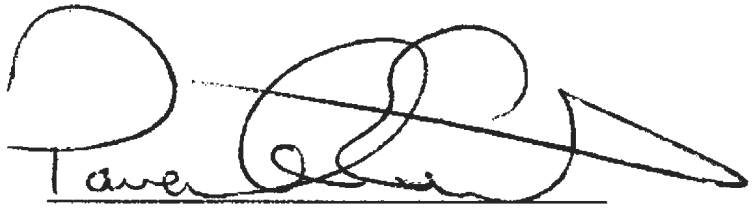
20: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

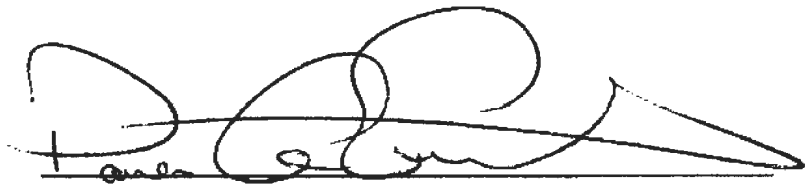
Q-2
ERICKSON
4-9-2013



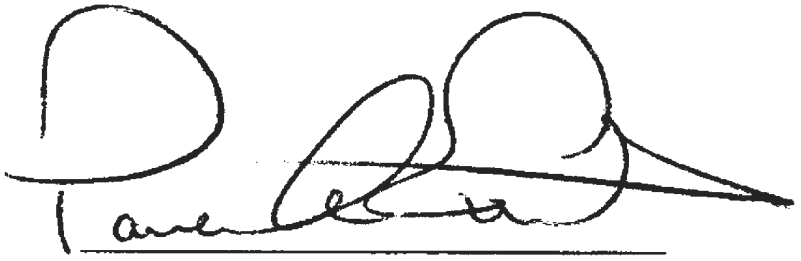
Known Signature(s) of Paula Ann Erickson



K-10
ERICKSON
5-21-2013



K-11
ERICKSON
5-21-2013



K-12
ERICKSON
not dated

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McAfee deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

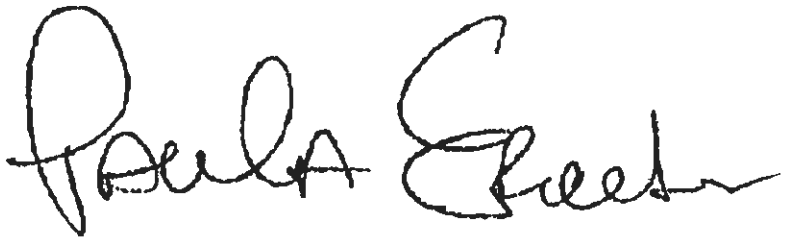
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

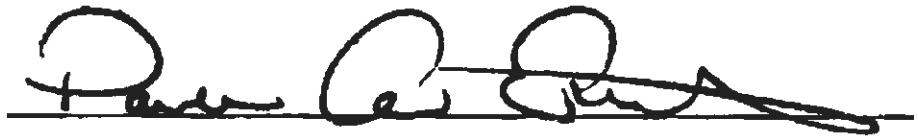
21: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013

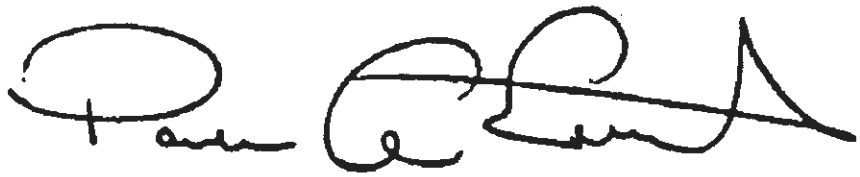


Known Signature(s) of Paula Ann Erickson



K-13
ERICKSON
12-13-2013

K-14
ERICKSON
9-18-2012



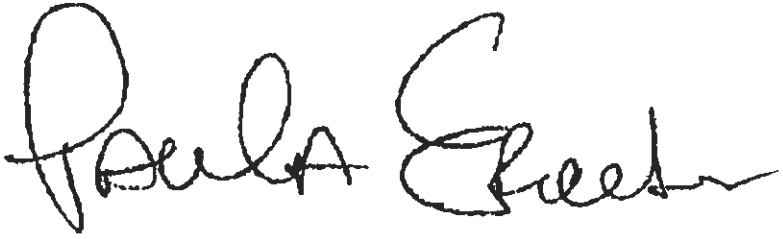
K-15
ERICKSON
3-25-2014

FILED DATE: 2/24/2025 7:50 PM 2022L010905

22: General Comparisons

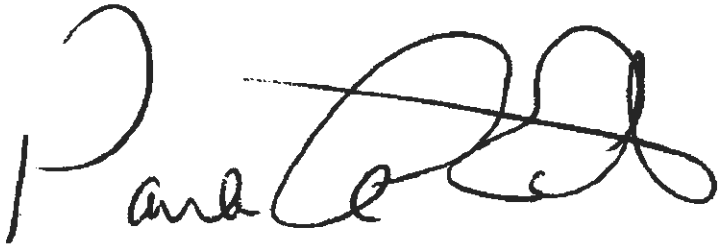
Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-16
ERICKSON
5-11-2013



www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

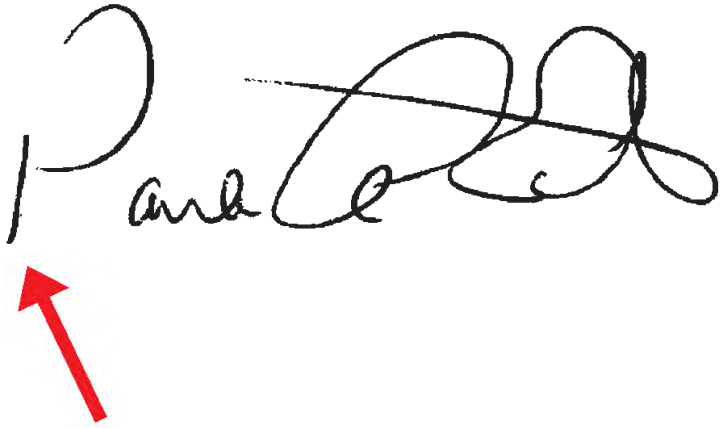
Exhibit AJ8

FILED DATE: 2/24/2025 7:50 PM 2022L010905

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

Paula—Method of Construction-a Fundamental Difference—NOT SIMILAR

of Paula Ann Erickson	Known Signature(s) of Paula Ann Erickson
	K-16 ERICKSON 5-11-2013
	
stroke to P”	2 strokes to create letter “P”

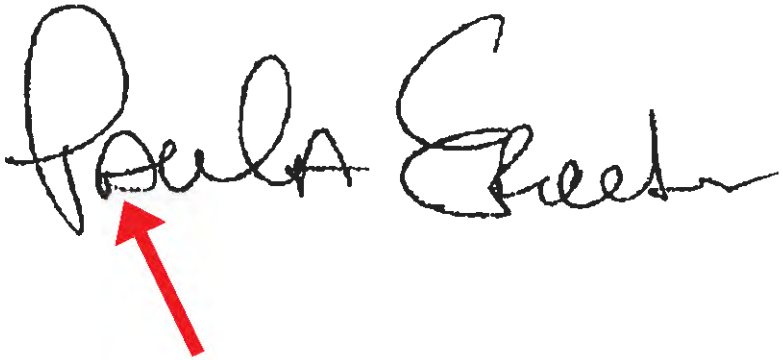
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

24: Letter “A” in Paula/ Handprinted Capital Letter vs Cursive Letter “a”—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

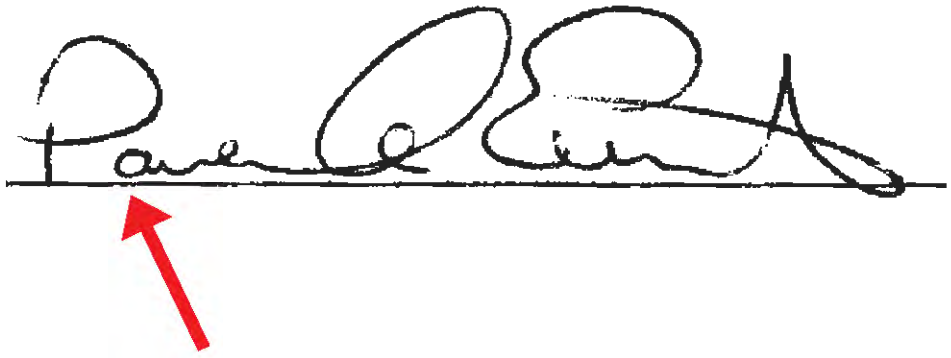
Q-2
ERICKSON
4-9-2013



Handprinted capital letter “A”

Known Signature(s) of Paula Ann Erickson

K-1
ERICKSON
5-14-2013



Cursive “a”

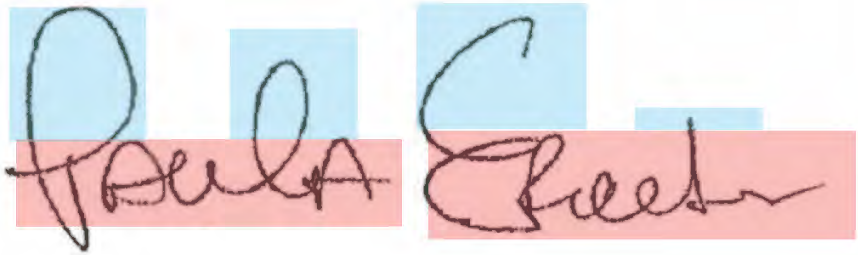
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

25: Height Proportions Comparison—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013

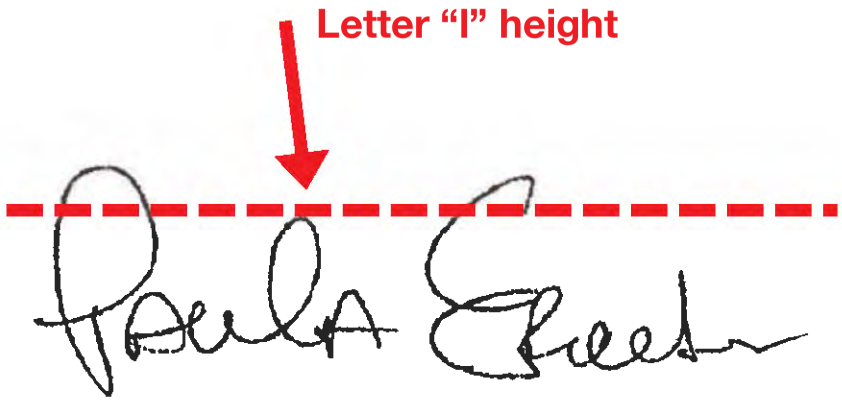
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

26: Height of Letter "l" in Paula—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013

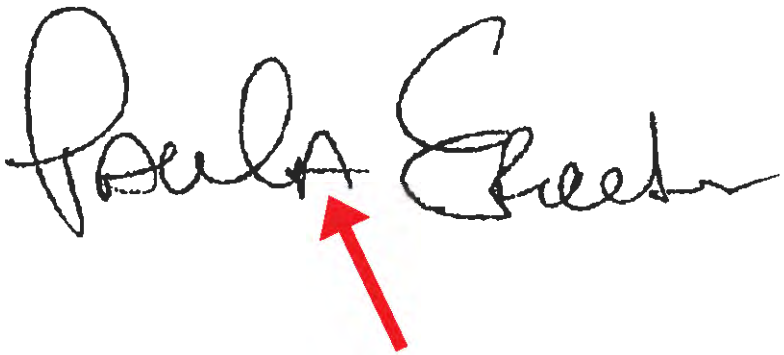
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

27: Letter “A” in Paula/ Handprinted Capital Letter vs Cursive Letter “a”—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

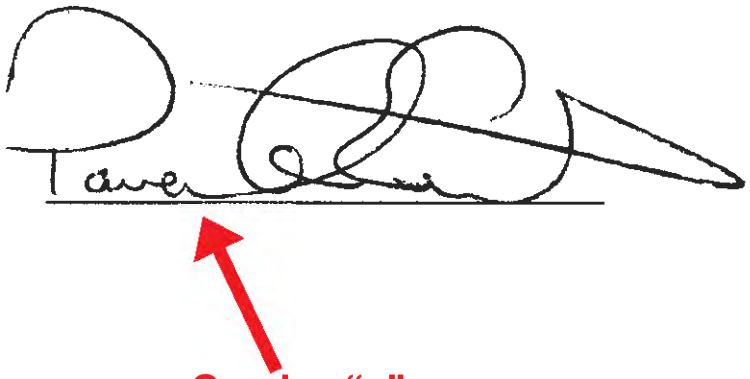
Q-2
ERICKSON
4-9-2013



Handprinted capital letter “A”

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Cursive “a”

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

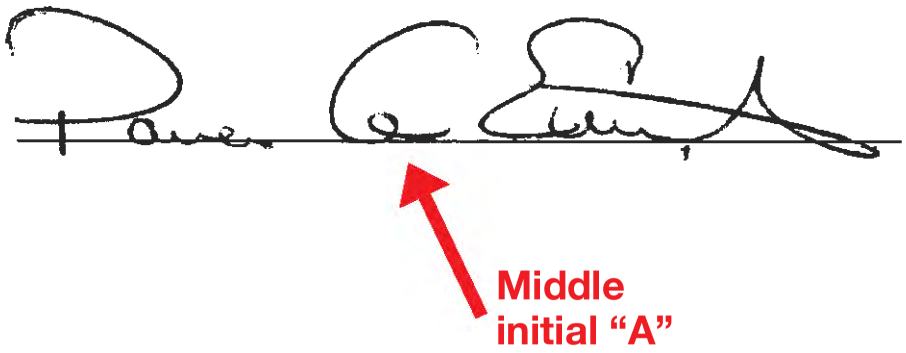
28: Middle Initial Used in Known Signatures But Not in Questioned Signature(s)—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013

Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013



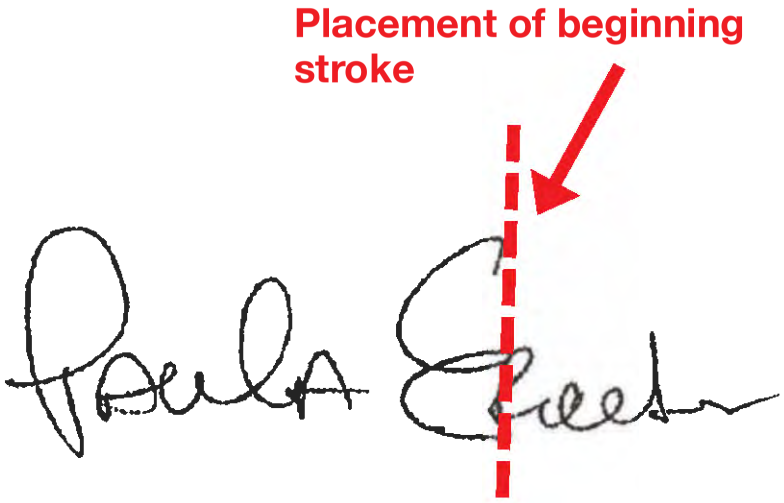
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

29: Placement of Beginning Stroke of Letter "E" — NOT SIMILAR

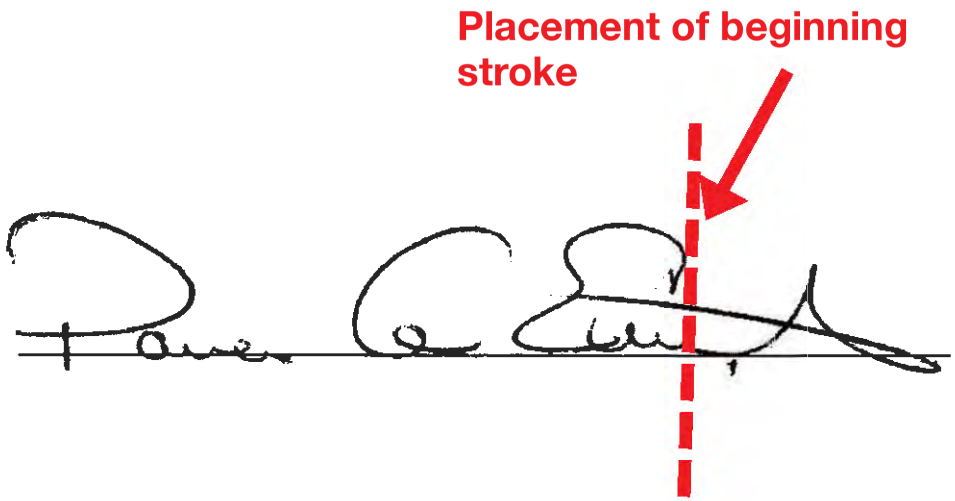
Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013



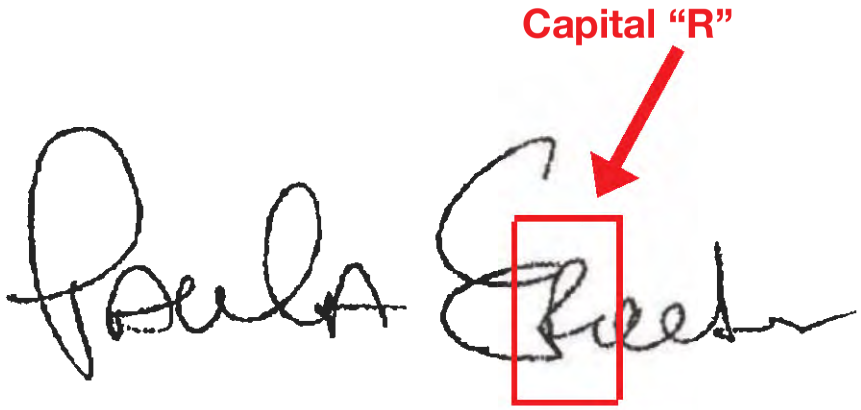
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

30: Letter "r" in Erickson is a Capital "R" in Q-2—NOT SIMILAR

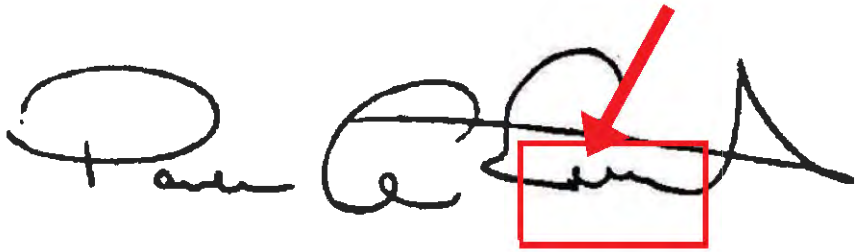
Questioned Signature(s) of Paula Ann Erickson

Q-2
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-15
ERICKSON
3-25-2014



Following letter forms after letter "E" are not discernible—no capital letters appear to be written after "E"

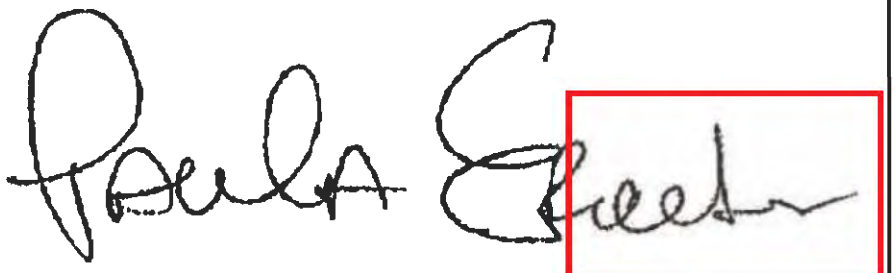
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

31: Letter Forms After Letter 'r' in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

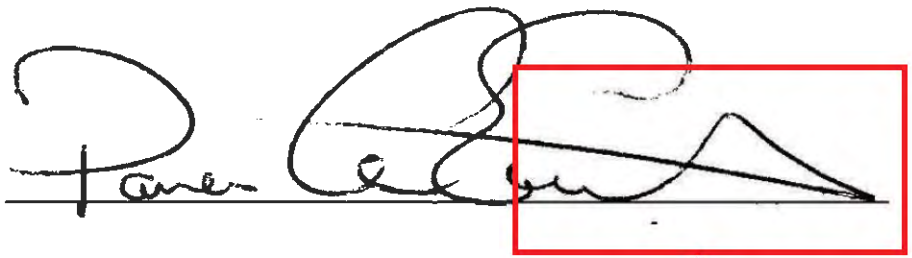
Q-2
ERICKSON
4-9-2013



Letter forms are not threaded

Known Signature(s) of Paula Ann Erickson

K-9
ERICKSON
5-21-2013



Letter forms have no definition-threaded appearance

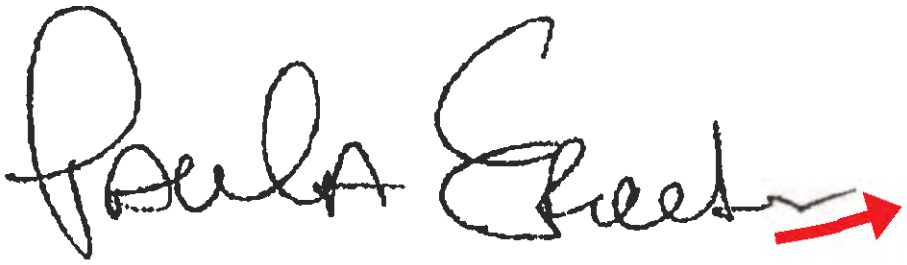
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q2 paula ann erickson 17 to 32. .pdf

Exhibit AJ8

32: Direction of Ending Stroke in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

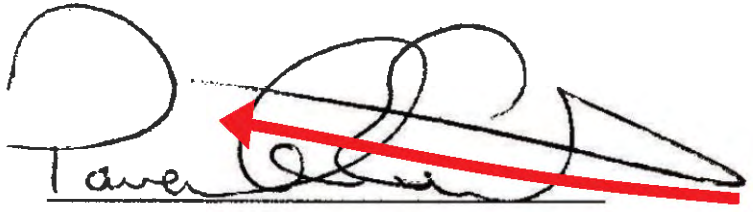
Q-2
ERICKSON
4-9-2013



Ending stroke
moves to the right

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Ending stroke
moves to the left

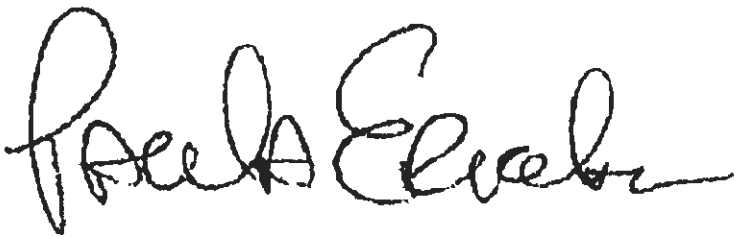
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

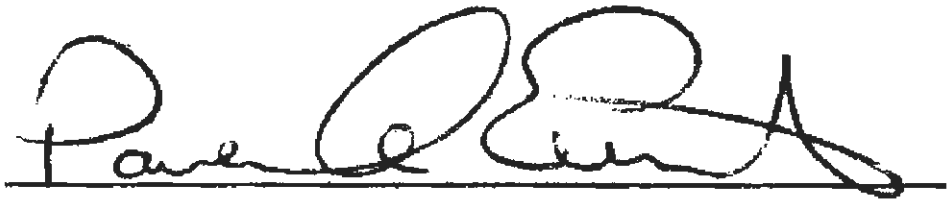
33: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson



K-1
ERICKSON
5-14-2013

K-2
ERICKSON
5-14-2013

K-3
ERICKSON
5-14-2013

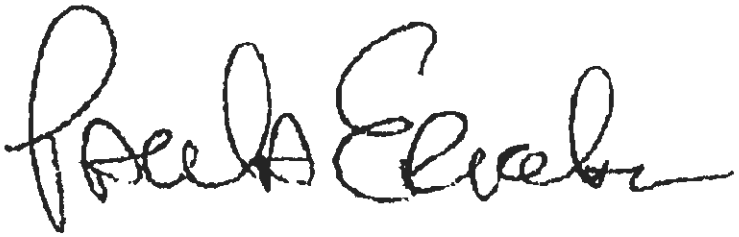
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

34: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-4
ERICKSON
5-14-2013

K-5
ERICKSON
5-14-2013

K-6
ERICKSON
7-11-2013

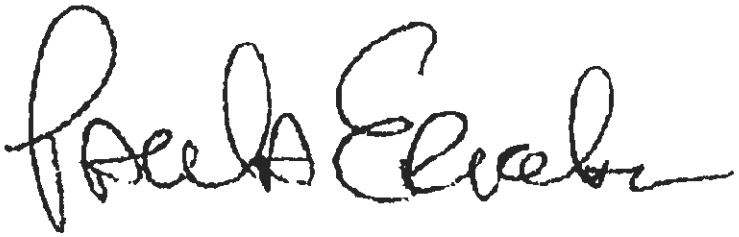
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

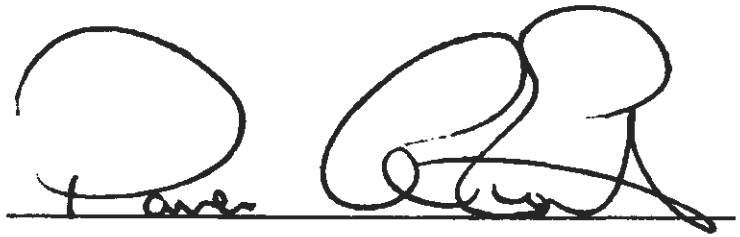
35: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

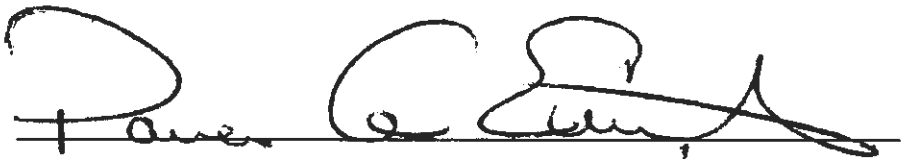
Q-3
ERICKSON
4-9-2013



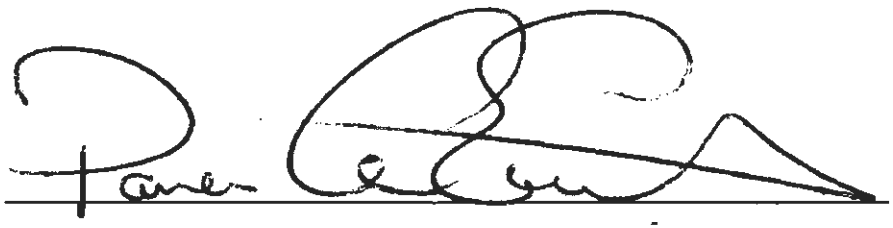
Known Signature(s) of Paula Ann Erickson



K-7
ERICKSON
3-26-2013



K-8
ERICKSON
5-21-2013

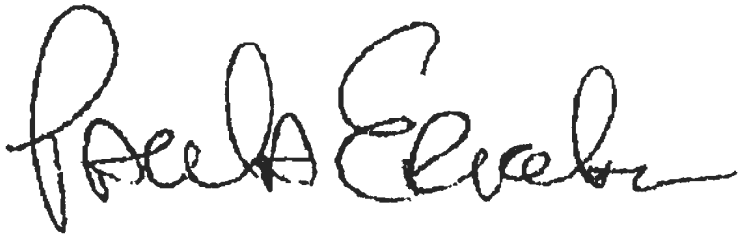


K-9
ERICKSON
5-21-2013

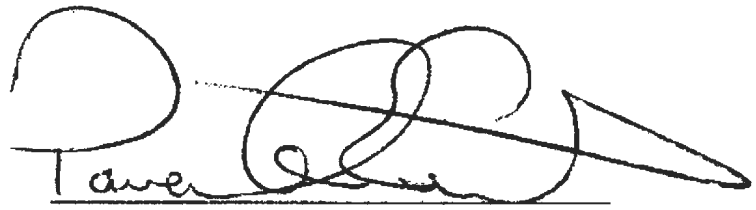
36: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013

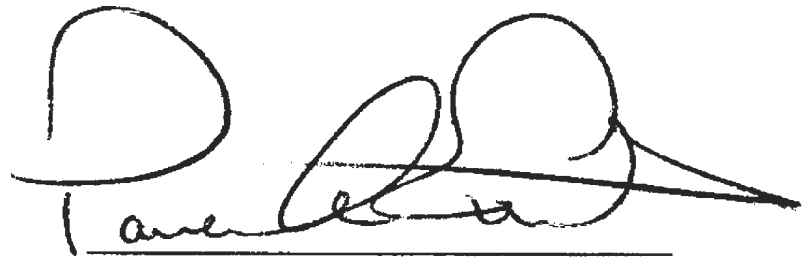


Known Signature(s) of Paula Ann Erickson



K-10
ERICKSON
5-21-2013

K-11
ERICKSON
5-21-2013



K-12
ERICKSON
not dated

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

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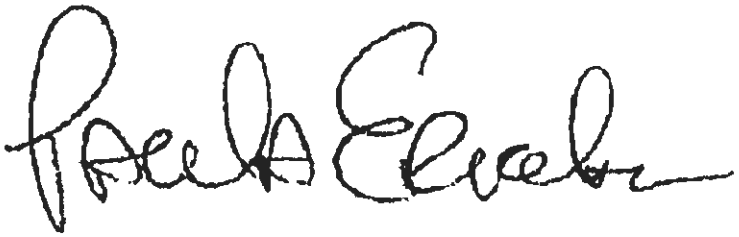
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

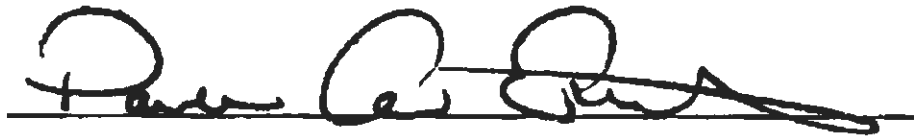
37: General Comparisons

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013

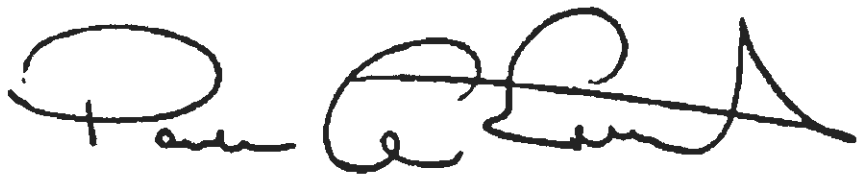


Known Signature(s) of Paula Ann Erickson



K-13
ERICKSON
12-13-2013

K-14
ERICKSON
9-18-2012



K-15
ERICKSON
3-25-2014

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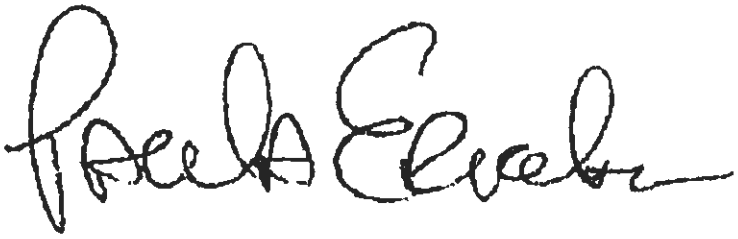
38: General Comparisons

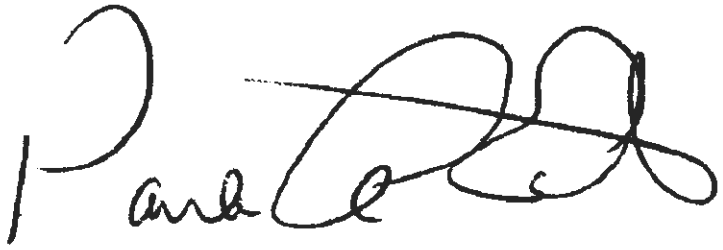
Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-16
ERICKSON
5-11-2013



www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to . 48.pdf

Exhibit AJ9

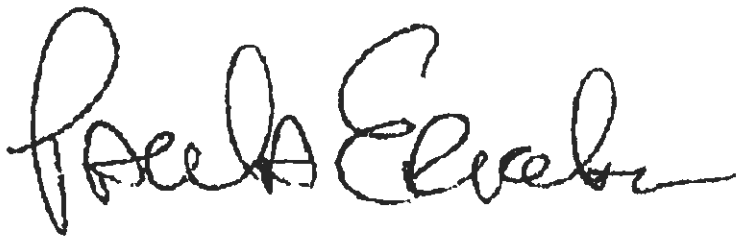
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

39: Letter "P" in Paula—Method of Construction-a Fundamental Difference—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

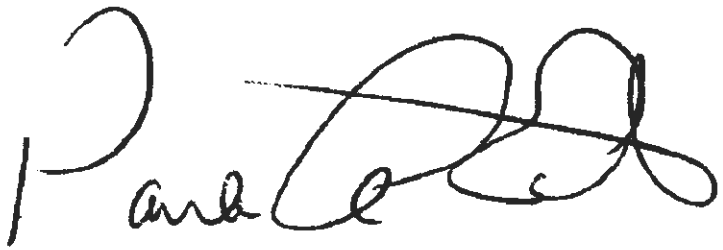
Q-3
ERICKSON
4-9-2013



1-continuous stroke to create letter "P"

Known Signature(s) of Paula Ann Erickson

K-16
ERICKSON
5-11-2013



2 strokes to create letter "P"

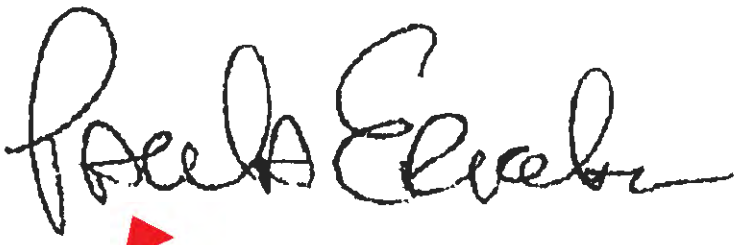
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

40: Letter “A” in Paula/ Handprinted Capital Letter vs Cursive Letter “a”—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

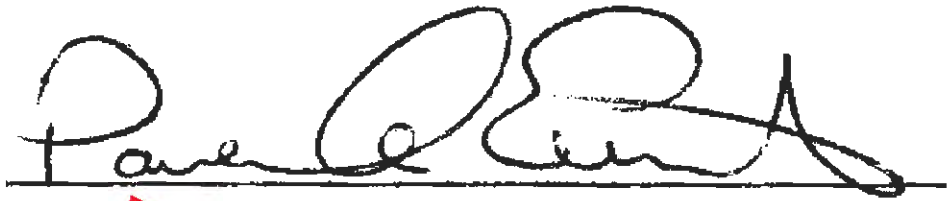
Q-3
ERICKSON
4-9-2013



Handprinted capital letter “A”

Known Signature(s) of Paula Ann Erickson

K-1
ERICKSON
5-14-2013



Cursive “a”

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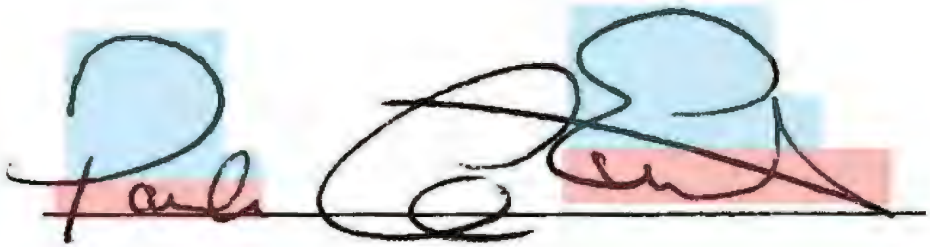
41: Height Proportions Comparison—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013

Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013



www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to . 48.pdf

Exhibit AJ9

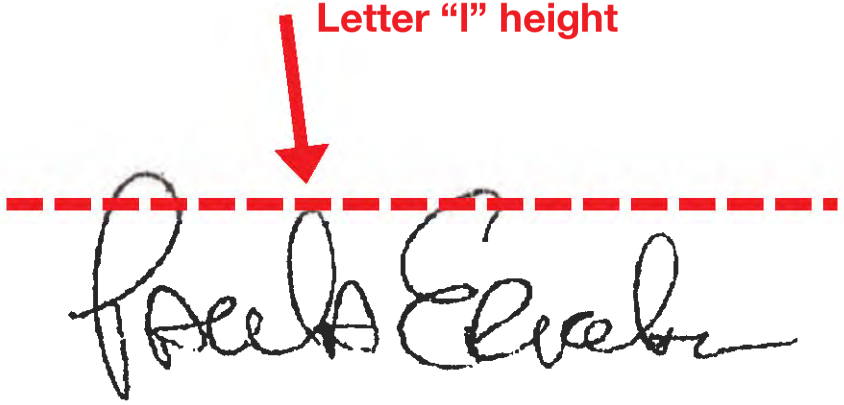
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

42: Height of Letter "l" in Paula—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013



Known Signature(s) of Paula Ann Erickson

K-5
ERICKSON
5-14-2013

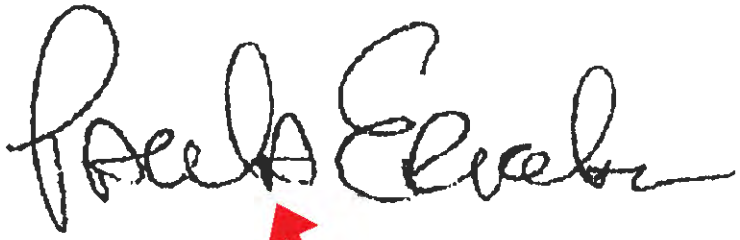
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to . 48.pdf

Exhibit AJ9

43: Letter “A” in Paula/ Handprinted Capital Letter vs Cursive Letter “a”—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

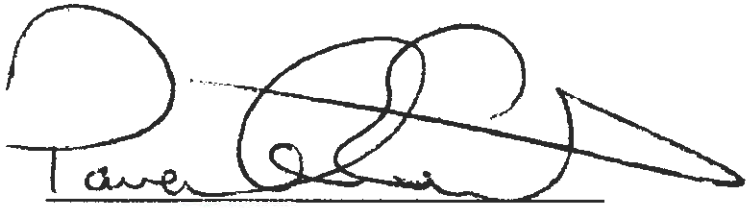
Q-3
ERICKSON
4-9-2013



Handprinted capital letter “A”

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Cursive “a”

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

44: Middle Initial Used in Known Signatures But Not in Questioned Signature(s)—NOT SIMILAR

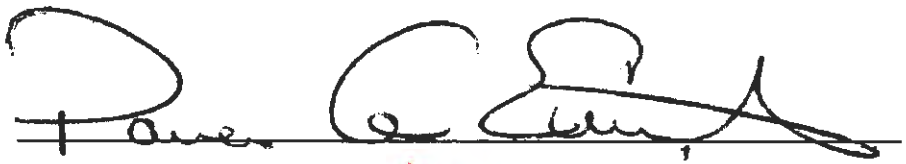
Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013

No middle initial

Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013



Middle initial “A”

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

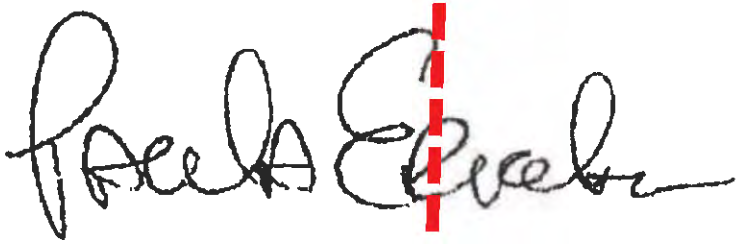
Exhibit AJ9

45: Placement of Beginning Stroke of Letter "E" — NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

Q-3
ERICKSON
4-9-2013

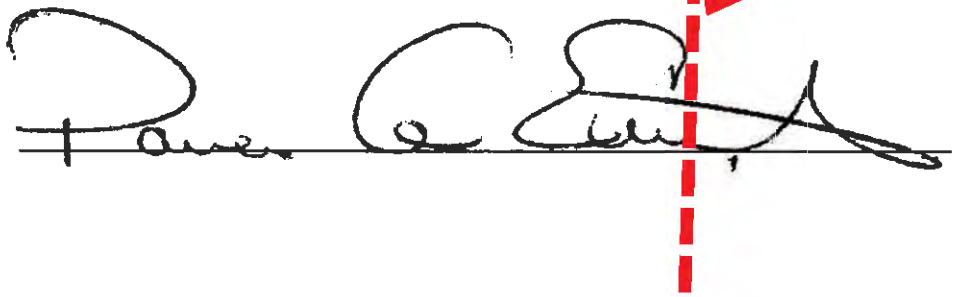
Placement of beginning stroke



Known Signature(s) of Paula Ann Erickson

K-8
ERICKSON
5-21-2013

Placement of beginning stroke



www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

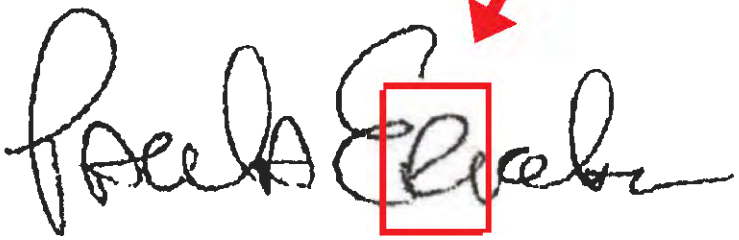
Exhibit AJ9

46: Letter "r" in Erickson is a Capital "R" in Q-2—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

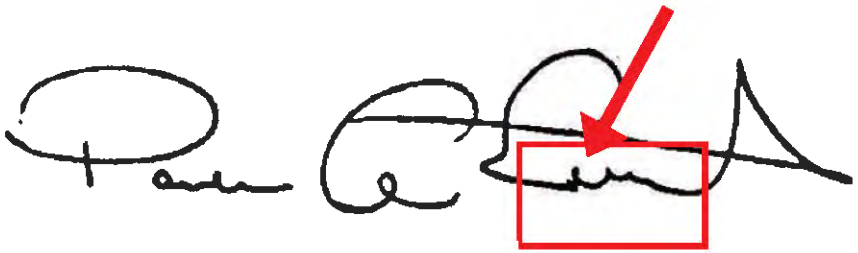
Q-3
ERICKSON
4-9-2013

Capital "R"



Known Signature(s) of Paula Ann Erickson

K-15
ERICKSON
3-25-2014



Following letter forms after letter "E" are not discernible—no capital letters appear to be written after "E"

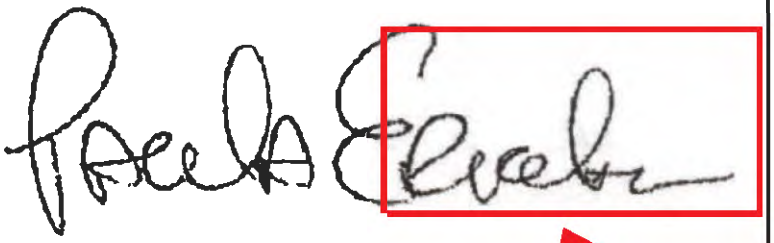
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

47: Letter Forms After Letter 'r' in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

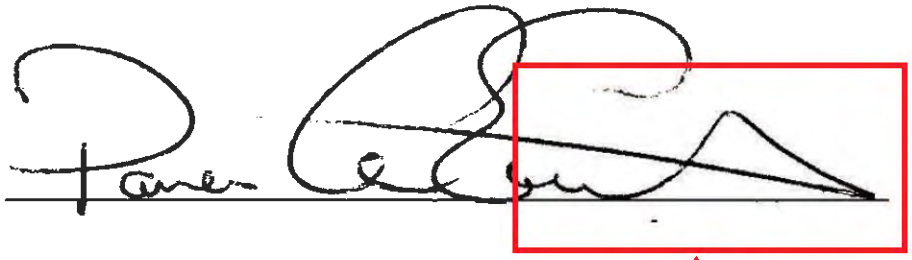
Q-3
ERICKSON
4-9-2013



Letter forms are not threaded

Known Signature(s) of Paula Ann Erickson

K-9
ERICKSON
5-21-2013



Letter forms have no definition-threaded appearance

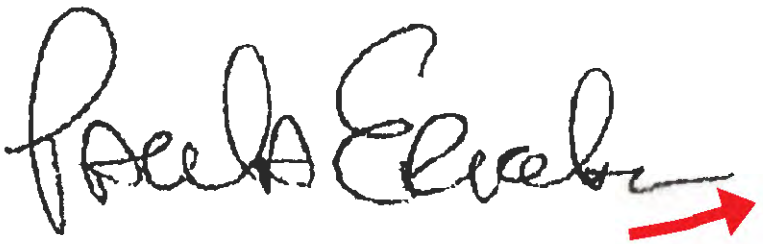
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/CHARTS Q3 paula ann erickson . 33 to .48.pdf

Exhibit AJ9

48: Direction of Ending Stroke in Erickson—NOT SIMILAR

Questioned Signature(s) of Paula Ann Erickson

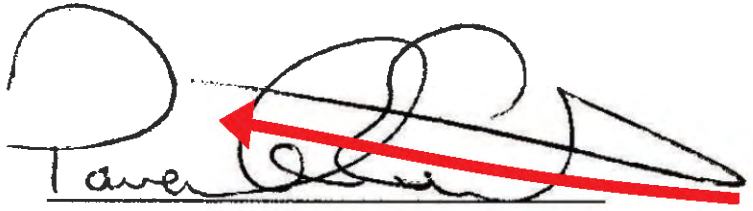
Q-3
ERICKSON
4-9-2013



Ending stroke
moves to the right

Known Signature(s) of Paula Ann Erickson

K-10
ERICKSON
5-21-2013



Ending stroke
moves to the left

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-1

3317383999

MORTGAGE BROKER FEE AGREEMENT

Date May 14, 2013

By signing below, you agree that:

1. You have received an initial Good Faith Estimate within 3 business days of the mortgage loan application.
2. You intend to proceed with the loan.
3. This Mortgage Broker Fee Agreement has been explained to you and you understand it.
4. You have not been charged any fees, other than a reasonable credit report fee prior to signing this Mortgage Broker Fee Agreement.
5. You voluntarily enter into this Mortgage Broker Fee Agreement and you agree to the Broker Fees shown above.
6. If your loan is an adjustable rate mortgage ("ARM"), you received the Consumer Handbook on Adjustable Rate Mortgages Booklet("CHARM Booklet").
7. If your loan is for the purchase of a home, you received the Shopping for Your Home Loan - HUD's Settlement Costs Booklet.
8. You acknowledge that you have received and understand the Appraisal Report Delivery Disclosure included in your application package.

☐ If this box is checked, this Mortgage Broker Fee Agreement has been amended with updated fees

Borrower Name Paula A. Erickson

Signature Paula A. Erickson

Date 5/14/13

Co-Borrower Name _____

Signature _____

Date _____

Property Address 806 SW 54th Ln, Cape Coral, FL 33914-7069

Mortgage Banker Anthony Lee Date 05/14/2013

Mortgage Banker Signature _____

2620671548

2011/05 brfeagr2.pcl

q03317383999 1421 069 0202

Exhibit AJ10

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/K1 to K16. ERICKSON .pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

3317383999

K-2

Quicken Loans
Engineered to Amaze

Date: 05/14/13

Paula A. Erickson
1405 Linden Ct
Genoa City, WI 53128

Credit Inquiry Explanation Letter

To process your loan quickly, it's important that we have an accurate representation of your financial obligations so we can determine if you qualify for this loan. Each time someone requests your credit report, an inquiry is noted. The most common reason this occurs is in connection with an application for credit such as a mortgage loan, auto loan, credit card, etc.

During the loan application process, we continually monitor your credit activity and may pull a new credit report prior to closing. Any additional debts or obligations, disclosed or undisclosed, may impact your loan approval. You must qualify with any new accounts opened.

The creditor(s) listed below have pulled your credit within the past 120 days:

CIS INC 2013-04-30
CONSOLDTED 2013-04-30
GULF COAST MORTGAGE 2013-04-30
BK OF AMER/LANDSAFE 2013-02-28
BOFA/LANDSAF 2013-02-28
BOFA/LNDSF 2013-02-28
AMERISAVE MORTGAGE C 2013-02-26
CREDCO 2013-02-26
CREDCO 2013-02-26

You must disclose if any new accounts were opened. Please select one of the boxes below:

☑ I have **NOT** opened up new debt
New debt is considered anything not currently listed in the Liabilities section of your Uniform Residential Loan Application.

☐ I have opened up new debt
Select this option if you have opened up new debt with any of the creditors listed above and include the details in the box below. In addition, if you have opened any new debt please send in a loan document or billing statement indicating the balance owed and the new monthly payment.

Creditor's Name	Account#	Balance Owed	Monthly Payment

By signing this Explanation Letter, you certify the liabilities section on your loan application and additional information regarding your inquiries as accurate and complete. Also you agree to inform us of any new debt incurred up to and including the day of closing. Your failure to do so may result in civil liability or criminal penalties.

Client Paula A. Erickson

5/14/13
Date

2011/01 cireltr.pcl
2620671551

Exhibit AJ10

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/K1 to K16. ERICKSON .pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

GCM Financial Services, Inc., LIC# 903812, NMLS# 903812 | Originator: Anthony Edward Lee, LIC# LO13868, NMLS# 67538

DISCLOSURE NOTICES

Date: 05/13/2013

Applicant(s):	Property Address:
Paula A Erickson	806 SW 54th Lane Cape Coral, FL 33914

AFFIDAVIT OF OCCUPANCY

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

☐ Primary Residence - Applicant(s)shall occupy, establish, and use the Property as Applicant(s) principal residence within 60 days after closing and shall continue to occupy the Property as Applicant(s) principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

☑ Secondary Residence - To be occupied by Applicant(s) at least 15 days yearly, as second home (vacation, etc.), while maintaining principal residence elsewhere. [Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)].

☐ Investment Property - Not owner occupied. Purchased as an investment to be held or rented.

The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014.

Paula A Erickson 5/14/13

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

ANTI-COERCION STATEMENT

The insurance laws of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.
I have read the foregoing statement, or the rules of the Insurance Commissioner relative hereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.
I have selected the following agencies to write the insurance covering the property described above:

Insurance Company Name

Agent

Agent's Address

Agent's Telephone Number

Paula A Erickson 5/14/13

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

FAIR CREDIT REPORTING ACT

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

Paula A Erickson 5/14/13

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

FHA LOANS ONLY

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

GOVERNMENT LOANS ONLY

RIGHT TO FINANCIAL PRIVACY ACT OF 1978 - This is a notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

Calyx Form - disnot.frm (9/10)

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-6

REO # A1304V8

NOTICE OF TERMINATION

Seller: _____

Purchaser: Paula A. Erickson

Property: 806 SW 54th Ln
Cape Coral, FL 33914-7069

Date: 7/11/13

Earnest Money Desposit $ 2,500.00

Seller and Purchaser entered into an agreement dated _____, 20 ____, (the "Agreement") whereby Seller would sell and Purchaser would purchase the Property.

Seller's obligation to sell and Purchaser's obligation to purchase the Property is terminated/cancelled for the following reason(s):

[redacted]

For the reasons stated above and under the terms of the Agreement holder of the Earnest Money Deposit is instructed to pay all amounts held as follows:

Earnest money deposit in the amount of $ 2,500.00 to be refunded to Purchaser.

Earnest money deposit in the amount of $ _____ to be paid to Seller.

$ _____ of the earnest money deposit to be paid to title/escrow company for actual expenses incurred.

[redacted]

SELLER:

☐ **FANNIE MAE**

☐ _____, **as Attorney in Fact for Fannie Mae**

☐ **FANNIE MAE as Attorney in Fact for** _____

By: John Byrne

Date: _____

John Byrne Jr.
Assistant Vice President
Fannie Mae

APPROVED
By John Byrne at 10:11 am, Jul 19, 2013

PURCHASER:

Jan 2010

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

K-7

Declaration and Signature

The undersigned, on behalf of all prospective insureds, after a reasonable inquiry, declares to the best of his/her knowledge and belief that the statements contained herein are true and are the basis of the acceptance of the risk or the hazard assumed by the Company under this Policy. It is further agreed by the undersigned, its Subsidiaries and their directors, officers and trustees that the Policy, if issued, is in reliance upon the truth of such representations. It is agreed that, although the signing of the Application does not commit the undersigned to purchase the insurance being applied for, the statements made in this Application shall become the basis of the Policy should one be purchased. The Company is hereby authorized to make any investigation and inquiry in connection with this Application deemed necessary.

Owner _____ 3/26/13

Signature of Authorized Partner / Office/Owner Title **Title** **Date**

Paula A. Erickson

Name of individual signing this application (printed)

Kentucky Residents Only: Due to state taxes and surcharges, please do not submit premium at this time. You will receive a quote from our underwriting department once your application is received and reviewed.

Enclosed is my check for $_____ Effective Date Desired*_____
Make check payable to Marsh and return your check and this application in the envelope provided.
*May not be earlier than the date the administrator receives and approves this application.

I authorize Seabury & Smith to charge my: VISA MasterCard Amount $_____
Credit Card Number _____ Expiration Date _____
Print name exactly as it appears on card _____

Coverage Underwritten by: Liberty Insurance Underwriters, Inc.
PLEASE NOTE: This Application is for Claims-Made Coverage

Administrator:
Marsh U.S. Consumer
a Service of Seabury & Smith, Inc.
Joan F. O'Sullivan, Licensed Agent
PO Box 14576
Des Moines, IA 50306-3576
1-800-765-9408

CA-0633005

NCR-1000 (Ed. 12/2009)

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-8, K-9

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the date first above set forth.

"SELLER"

Federal National Mortgage Association A/K/A Fannie Mae

_____

Print Name: _____

Title: _____

Date: _____

"PURCHASER"

Paula A. Erickson

Paula A. Erickson

Print Name: Paula A. Erickson

Title: _____

Date: 5/21/13

"ESCROW AGENT"

NEW HOUSE TITLE, LLC

_____

Print Name: _____

Title: _____

Date: _____

"PURCHASER"

Paula A. Erickson

Print Name: Paula A. Erickson

Title: _____

Date: 5/21/13

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON
K-10

Prepared by and Return to:
Danielle Windham
New House Title, LLC
4919 Memorial Highway, Suite 200
Tampa, Florida 33634

ZONING AND BUILDING CODE COMPLIANCE, PENDING CODE ENFORCEMENT VIOLATIONS, OPEN PERMITS

DISCLOSURE

Re:	File No.	R13034209
	Borrower:	Paula A. Erickson,
	Seller:	Federal National Mortgage Association A/K/A Fannie Mae,
	Lender:	
	Loan No.	
	Property Address:	806 SW 54th Lane, Cape Coral, FL, 33914

It is hereby agreed and understood by the parties signing below that neither Westcor Land Title Insurance Company nor New House Title, LLC, its agent, has conducted any searches to ascertain the property; the improvements located thereon; or any proposed use of the property; complies with applicable City or County Building and Zoning Codes. Including but not limited to, Miami-Dade County Ordinance 08-133 or any pending code enforcement issues and/or open permits except to the extent of any notice of a violation regarding any Building and Zoning Matter being recorded in the Official Records Books of the County containing the property that are already listed on your title commitment.

It is hereby further agreed and understood by the parties signing below that in the absence of a notice of violation regarding such matters being recorded in said Official Records Books, no insurance coverage regarding any Building and Zoning Matter is being provided by any title policy issued in connection herewith and neither Westcor Land Title Insurance Company nor New House Title, LLC, its agent, is responsible for any fees, costs or expenses arising from the existence of any Building and Zoning Matter including any fees, costs or expenses incurred in complying with any City or County Building and Zoning Code.

Any non-recorded Building and Zoning Matter may seriously affect the Buyer's use and enjoyment of the property and entail substantial financial consequences; the Buyer is urged to seek the advice of counsel and/or conduct further due diligence regarding these matters.

For and in consideration of New House Title, LLC's agreement to close the transaction involving the Property and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged; the undersigned hereby releases and indemnifies New House Title, LLC, Federal National Mortgage Association, Westcor Land Title Insurance Company, their successors, parent companies, subsidiaries, past, present and future officers, directors, employees and agents, from any all liability and cause(s) of action relating to, around, arising out of and/or in connection with any unrecorded Building and Zoning Matters.

In witness whereof the parties have executed this agreement this 21st day of May, 2013.

Buyer(s):

Paula A. Erickson

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-11

NEW HOUSE TITLE, LLC
4919 Memorial Highway, Suite 200
Tampa, FL 33634

Buyer's Arms Length Acknowledgement

Purchaser:	Paula A. Erickson,
Property Address:	806 SW 54th Lane Cape Coral, FL 33914
Asset Number:	A1304V8
File Number:	R13034209

As Purchaser of the above referenced property, please respond to each question below:
Are you, or any member of your immediate household, an employee of the Seller?

_____ Yes
X No

Are you related by blood or marriage to the previous owner of the property?

_____ Yes
X No

Are you currently an active supplier approved to perform paid services for an agent or relative of the seller?

_____ Yes
X No

Signature

5/21/13
Date

Printed Name: Paula A. Erickson

_____
Signature

_____
Date

Printed Name:_____

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON
K-12

IMPORTANT REAL ESTATE TAX INFORMATION

BUYER(S): Paula A. Erickson,
RE: Address: 806 SW 54th Lane, Cape Coral, FL, 33914

The following disclosures explain New House Title's handling of property tax pro-rations for the closing of your real estate transaction.

Buyer understands that real estate taxes and fees are prorated on the settlement statement. If current year taxes are not yet due and payable at the time of closing, pro-rations are based upon the gross tax amount from the prior year, and the amount shown on the settlement statement is final. Taxes are not re-analyzed after the actual tax bill becomes known, even if the difference is substantial. Buyer understands and agrees that any shortfall in taxes is solely the responsibility of the buyer.

BUYER INITIALS PAE

If taxes are due and payable at the time of closing, taxes are prorated based on the actual amount due.

BUYER INITIALS PAE

Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

BUYER INITIALS PAE

Should this property be subject to Non-Ad Valorem taxes, they may have been paid in advance by the seller resulting in a credit is due from buyer to seller on the settlement statement for the assessment period after the settlement date.

BUYER INITIALS PAE

Tax bills for Florida properties are issued on November 1st. Contact the county tax collector should the bill not be received timely as discounts for early payment may apply. The tax ID number for this property 15-45-23-C3-01664.0290.

BUYER INITIALS PAE

Buyer agrees that New House Title is not liable for accurate estimation or proration of tax bills not yet issued.

BUYER INITIALS PAE

Paula A. Erickson

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Per Incident Technical Support

Full Svc #	Product	List Charge Per Hour	Other	One-Time Charge

Notes:

Subtotal One-Time Charges $ N/A

Per Incident Technical Support. In the event Customer is not licensing a LiveNote product or service for which technical support is included in the subscription charge, LiveNote may, upon Customer's request, provide technical support at 1-800-987-WEST or 1-800-LIVENOTE on a per incident basis at a charge of $150 per hour or a fraction thereof.

Term License. LiveNote grants Customer a non-exclusive, non-transferable, term license to use the Software pursuant to the applicable terms and conditions of the Subscriber Agreement and/or End User Agreement and the terms and conditions of this Order Form. As used in the Subscriber Agreement, "Subscriber shall mean "Customer." License Term commences upon contract execution. Subscription Charges are billed monthly in advance commencing upon execution of this Order Form and shall continue for twelve (12) months thereafter ("Minimum Term"). Upon conclusion of the Minimum Term, monthly charges are billed thereafter at then-current rates. Customer's right to access the Software ends with the termination of this Order Form and the Subscriber Agreement and/or End User Agreement; upon termination Customer is required to uninstall and return any Software received under this Term License to LiveNote. Software licensed hereunder may be used by Customer in the normal course of his/her work related to providing commercial court reporting services. Software shall not be resold, redistributed or sublicensed by Customer. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and/or End User Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control.

Terms Applicable to RealLegal Publisher OCR. One OCR License is included with each RealLegal Publisher installation and/or Multimedia Subscription. Customer shall neither copy, sell, rent, lease, license, relicense, distribute or redistribute OCR or any of its components or its documentation, if any, nor shall Customer grant to any third party such rights or access to OCR or to any RealLegal application containing OCR by any technical means, including but not limited to network access. Customer may not reverse engineer, decompile, or disassemble OCR's programs, databases, libraries or other parts. Customer shall not use OCR in development and/or sales of OCR products. OCR IS PROVIDED "AS IS." LIVENOTE DOES NOT GUARANTEE THAT OCR EMBEDDED INTO THE REALLEGAL APPLICATION WILL BE ERROR-FREE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, LIVENOTE MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO OCR. IN NO EVENT SHALL LIVENOTE AND/OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF LIVENOTE AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Perpetual License. LiveNote grants Customer a non-exclusive, non-transferable, perpetual license to use the OCR Software pursuant to the applicable terms and conditions of the End User Agreement; provided, however, that Customer maintains his/her subscription to Multimedia. Such perpetual license for OCR shall not include any customer support, software updates, telephone support, training, other maintenance, and the like.

General Terms. This Order Form is subject to approval by LiveNote, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction. Except for expenses incurred by the trainer for Customized Training Session(s), training charges and/or monthly subscription charges shall be billed on the date LiveNote processes Customer's order. Customer will pay all invoices in full within thirty (30) days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are the responsibility of Customer. Customer may be charged interest for overdue subscription and other open account charges. If any subscriptions or open account charges remain unpaid thirty (30) days after becoming due, amounts that are due and payable shall become immediately due and payable at the sole option of LiveNote. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Customer. LiveNote may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. LiveNote will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for LiveNote to consider granting credit to the aforementioned company. If Customer inquires whether a credit report was requested, LiveNote will provide information of such, if a report was received and/or the name, address and telephone number of the agency that supplied the report.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Paula Erickson

Title _____

Date 12/13/13

Signature X [signature]

For Credit Card Transactions only: Visa _____ Master Card _____ X _____ Am Ex _____

C[redacted] Expir[redacted] Total Amt. to Charge 310.00

Exhibit AJ10
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/K1 to K16. ERICKSON .pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-14

Erickson Reporting, LLC

RESERVED SIGNATURE
REGARDING THE CASE OF: CATHERINE NUNEZ V SENECA NURSING HOME, INC., et al.

THE DEPOSITION OF: ROSELLE DUABAN, R.N.
TAKEN ON: 9-10-12

DATE: September 18, 2012

Dear Mr. Geiger:

Regarding the signature of the above-named witness, enclosed please find a signature page and an errata sheet.

The witness should read the transcript of the deposition and note any change upon the errata sheet. The witness is allowed 28 days to do so. After 28 days, the transcript may be used as though signed.

After reading the transcript and noting any changes upon the errata sheet, the witness is required to sign the signature page. The signature page should be signed regardless of whether or not changes are noted. If a copy has not been ordered, please make arrangements through Erickson Reporting's office to have the witness appear and view the transcript, if you choose to do so.

Please forward copies of the signature page and errata sheet to:

ERICKSON REPORTING, LLC
PO Box 375
Wonder Lake, Illinois 60097

Yours truly,
ERICKSON REPORTING, LLC

Paula A. Erickson, CSR, RPR

CC: Mr. Thomas W. Dillon

PO Box 375
Wonder Lake, IL 60097

815.236.5894
paula@ericksonreporting.com

Exhibit AJ10
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/K1 to K16. ERICKSON .pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ERICKSON

K-15

Erickson Reporting, LLC

RESERVED SIGNATURE
REGARDING THE CASE OF: Neubert V Northwoods Care Centre, LP

THE DEPOSITION OF: Bernard Esguerra, R.N.
TAKEN ON: March 10, 2014

March 25, 2014

Dear Ms. Ginett:

Regarding the signature of the above-named witness, enclosed please find a signature page and an errata sheet.

The witness should read the transcript of the deposition and note any change upon the errata sheet. The witness is allowed 28 days to do so. After 28 days, the transcript may be used as though signed.

After reading the transcript and noting any changes upon the errata sheet, the witness is required to sign the signature page. The signature page should be signed regardless of whether or not changes are noted.

Please forward copies of the signature page and errata sheet to:

ERICKSON REPORTING, LLC
PO Box 375
Wonder Lake, Illinois 60097

Yours truly,
ERICKSON REPORTING, LLC

Paula A. Erickson, CSR, RPR

CC: Mr. Thomas W. Dillon

PO Box 375
Wonder Lake, IL 60097

815.236.5894
paula@ericksonreporting.com

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ERICKSON

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K-16

BUBBA'S
2121 SW Pine Island Rd
Cape Coral FL 33991
239-282-5520

Server: Jerri
06:19 PM
Table 61/1

DOB: 05/11/2013
05/11/2013
2/20049

M/C
Card #XXXXXXXXXXXX3503
Magnetic card present: ERICKSON PAULA
Approval: 957892

1048593

Amount: 48.56
+ Tip: 8.00
= Total: 56.56

X

Thanks! Come again.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ11
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/Q1.Q2.Q3. ERICKSON.pdf

Q-2 ERICKSON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson

Certified Shorthand Reporter

Registered Professional Reporter

License No. 084-003899

Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ11

www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/Q1.Q2.Q3. ERICKSON.pdf

Q-3 ERICKSON

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ11
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/Q1.Q2.Q3. ERICKSON.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

OMNI
Document Examinations

Robin D. Williams, MFS, MS, D-BFDE
Board Certified
rwilliams@docexamination.com

Bonnie L. Schwid, B.S., D-BFDE
Board Certified
blschwid@docexamination.com

May 24, 2022

Attorney Alphonse A. Talarico
707 Skokie Blvd. #600
Northbrook, Illinois 60062

REPORT OF FINDINGS

RE: Dulberg v. Popovich et al 17 LA 377

Dear Attorney Talarico,

PART 1—PAULA ANN ERICKSON QUESTIONED SIGNATURES:

Pursuant to your request, I examined the following documents:

Documents containing the disputed signatures of Paula Ann Erickson
(machine copies)

Q-1 ERICKSON	Page 108 - Court Reporter signature page; dated 4-9-2013.
Q-2 ERICKSON	Page 61 - Court Reporter signature page; dated 4-9-2013.
Q-3 ERICKSON	Page 53 - Court Reporter signature page; dated 4-9-2013.

Document(s) submitted as bearing the genuine signatures of Paula Ann Erickson
(machine copies):

K-1 ERICKSON	Mortgage Broker Fee Agreement; dated 5-14-2013.
K-2 ERICKSON	Credit Inquiry Explanation Letter; dated 5-14-2013.
K-3 ERICKSON	Disclosure Notices document containing 3 known signatures; top signature is K-3; dated 5-14-2013.
K-4 ERICKSON	Disclosure Notices document containing 3 known signatures; center signature is K-4; dated 5-14-2013.
K-5 ERICKSON	Disclosure Notices document containing 3 known signatures; bottom signature is K-5; dated 5-14-2013.
K-6 ERICKSON	Notice of Termination; dated 7-11-2013.
K-7 ERICKSON	Claim Coverage document; dated 3-26-2013.
K-8 ERICKSON	Signature page with Federal National Mortgage Association/ Fannie Mae containing 2 known signatures; top signature is K-8; dated 5-21-2013.
K-9 ERICKSON	Signature page with Federal National Mortgage Association/ Fannie Mae containing 2 known signatures; center of page signature is K-9; dated 5-21-2013.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

K-10 ERICKSON	Code Enforcement Disclosure document; dated 5-21-2013.
K-11 ERICKSON	Buyer's Arm Length Acknowledgement; dated 5-21-2013.
K-12 ERICKSON	Real Estate Tax Information document; date is unknown.
K-13 ERICKSON	Technical Support Incident Report sheet; dated 12-13-2013.
K-14 ERICKSON	Erickson Reporting cover page for errata sheet; dated 9-18-2012.
K-15 ERICKSON	Erickson Reporting cover page for errata sheet; dated 3-10-2014.
K-16 ERICKSON	Receipt from Bubba's in Cape Coral, Florida; dated 5-11-2013.

Assignment

The purpose of the examination was to determine whether the signatures of Paula Ann Erickson in question on Items Q-1 ERICKSON, Q-2 ERICKSON, Q-3 ERICKSON and the signatures of Paula Ann Erickson submitted as genuine on Items K-1 ERICKSON to K-16 ERICKSON were written by the same person, Paula Ann Erickson.

Procedure

The examination consisted of visual and microscopic study of the writing style, the discriminating writing characteristics, natural variations, spatial arrangement, letter formations, letter connections, slant, letter designs, legibility, fine motor control and other significant handwriting features.

Opinion

It is the opinion of this examiner that it is highly probable that the signatures of Paula Ann Erickson that are in question on Items Q-1 ERICKSON, Q-2 ERICKSON and Q-3 ERICKSON were not written by the same person whose signatures are on Items K-1 ERICKSON to K-16 ERICKSON.

Visual demonstrations regarding the reasons for my opinion on the Charts 1 through 48.

PART 2 —MARGARET MAGGIE ORTON QUESTIONED SIGNATURES:

Pursuant to your request, I examined the following documents:

Documents containing the disputed signatures of Margaret Maggie Orton

(machine copies)

Q-1 ORTON	Top right of page reads: "Page 214"; first line reads: "1 The signature of the witness, DAVID A. GAGNON [sic]…; dated 12-9-2013.
Q-2 ORTON	Top right of page reads: "37"; first line reads: "…employee of such attorney or counsel, or…"; date is unknown.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Document(s) submitted as bearing the genuine signatures of Margaret Maggie Orton (machine copies):

K-1 ORTON Top right of page reads: "Page 84"; first line reads: "The signature of the witness, Adam P."…; dated 1-20-2014.

K-2 ORTON Top right of page reads: "Page 73"; first line reads: "The undersigned is not interested in the …"; dated 3-14-2013.

K-3 ORTON Top right of page reads: "Page 242"; first line reads: "In witness whereof, I have hereunto set my…"; dated 5-15-2013.

K-4 ORTON Top right of page reads: "Page 35"; first line reads: "The signature of the witness, Hansaben N."…; dated 7-22-2013.

K-5 ORTON Top right of page reads: "Page 73"; first line reads: "The signature of the witness, Joh-Won Koo"…; dated 10-11-2013.

K-6 ORTON Top right of page reads: "Page 149"; first line reads: "The signature of the witness, Andrew P. Tims"…; dated 1-31-2013.

K-7 ORTON Top right of page reads: "Page 235"; first line reads: "The signature of the witness, Darren L."…; dated 3-17-2014.

K-8 ORTON Top right of page reads: "Page 39"; first line reads: "The signature of the witness, Kevin T."…; dated 5-21-2014.

K-9 ORTON Top right of page reads: "Page 51"; first line reads: "The signature of the witness, Andrew J. Blint"…; dated 8-14-2014.

K-10 ORTON Top right of page reads: "Page 56"; first line reads: "The signature of the witness, Anthony M. Frer"…; 10-14-2014.

K-11 ORTON Top right of page reads: "Page 53"; first line reads: "The signature of the witness, Carl N. Graf"…; dated 2-11-2013.

K-12 ORTON Top right of page reads: "Page 172"; first line reads: "The signature of the witness, Michael W."…; dated 7-22-2013.

K-13 ORTON Top right of page reads: "Page 31"; first line reads: "The signature of the witness, Edward J. Herba"…; dated 6-20-2013.

K-14 ORTON Top right of page reads: "Page 96"; first line reads: "The signature of the witness, Charles V."…; dated 8-27-2013.

K-15 ORTON Top right of page reads: "Page 119"; first line reads: "In witness whereof, I have hereunto set my…"; dated 11-25-2013.

K-16 ORTON Top right of page reads: "Page 40"; first line reads: "In witness whereof, I have hereunto set my…"; dated 2-17-2014.

K-17 ORTON Top right of page reads: "Page 160"; first line reads: "The signature of the witness, William C."…; dated 4-21-2014.

K-18 ORTON Top right of page reads: "Page 37"; first line reads: "Margaret Maggie Orton, being first duly sworn,…"; dated 6-24-2014.

K-19 ORTON Top right of page reads: "Page 104"; first line reads: "The signature of the witness, Kathryn S."…; dated 9-16-2013.

K-20 ORTON Top right of page reads: "Page 129"; first line reads: "The signature of the witness, Roger W."…; dated 12-3-2014.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Assignment

The purpose of the examination was to determine whether the signatures of Margaret Maggie Orton in question on Items Q-1 ORTON and Q-2 ORTON, and the signatures of Margaret Maggie Orton submitted as genuine on Items K-1 ORTON to K-20 ORTON were written by the same person, Margaret Maggie Orton.

Procedure

The examination consisted of visual and microscopic study of the writing style, the discriminating writing characteristics, natural variations, spatial arrangement, letter formations, letter connections, slant, letter designs, legibility, fine motor control and other significant handwriting features.

Opinion

It is the opinion of this examiner that it is highly probable that the signatures of Margaret Maggie Orton that are in question on Items Q-1 ORTON and Q-2 ORTON were not written by the same person whose signatures are on Items K-1 ORTON to K-20 ORTON.
Visual demonstrations regarding the reasons for my opinion on the Charts 49 through 87.

Discussion

This examination was conducted from machine copies of the documents in question and the exemplars used for comparison. I assume that they are accurate reproductions of the originals. If the original documents become available, I reserve the right to examine it and revisit my opinion. However, I do not believe my opinion will change.

Please allow four weeks in the event that my testimony is required.

Respectfully submitted,
Omni Document Examinations

Robin D. Williams

Robin D. Williams, MFS, MS, D-BFDE
Diplomate-Board of Forensic Document Examiners

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ13
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/a_Carolyn McGuire depo certification page.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ14
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/b_William McGuire depo certification page.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I further certify that I am neither counsel for nor related to or employed by any of the parties to this action and that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

Paula Ann Erickson
Certified Shorthand Reporter
Registered Professional Reporter
License No. 084-003899
Notary Public

Dated this 9th day

of April, 2013.

Exhibit AJ15
www.fraudonthecourt.net/exhibits/Fabrication 5 McGuires and McArtor deposition certification pages/c_McArtor depo certification page.pdf

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CERTIFICATE OF REPORTER

I, TERRI A. CLARK, Certified Shorthand Reporter for the State of Illinois, do hereby certify that the foregoing was reported by stenographic and mechanical means, which matter was held on the date, and at the time and place set out on the title page hereof, and that the foregoing constitutes a true and accurate transcript of same.

I further certify that I am not related to any of the parties, nor am I an employee of or related to any of the attorneys representing the parties, and I have no financial interest in the outcome of this matter.

Terri Clark

TERRI A. CLARK, CSR

LICENSE NO. 084-001957

Exhibit AJ16
www.fraudonthecourt.net/exhibits/Fabrication 6 certification pages of all 5 Doctor's depositions/Certification pages for Dulberg.pdf

employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

Margaret Orton

Margaret Maggie Orton
Certified Shorthand Reporter
Certificate No. 84-004046

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

aforesaid.

I further certify that the signature of the witness to the foregoing deposition was waived by agreement of counsel for the respective parties; and that I am not counsel for nor in any way related to any of the parties to this suit, nor am I any way interested in the outcome thereof.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this 1st day of October, 2013.

Angela Ingham

Notary Public, Cook County, Illinois
C.S.R. License No. 084-002984

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I FURTHER CERTIFY that I am not a relative or employee or attorney or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

Jill S. Tiffany
Certified Shorthand Reporter
Certificate No. 084-002807

Exhibit AJ16
www.fraudonthecourt.net/exhibits/Fabrication 6 certification pages of all 5 Doctor's depositions/Certification pages for Dulberg.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

I FURTHER CERTIFY that I am not a relative or employee or attorney or employee of such attorney or counsel, or financially interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have set my hand.

Jill S. Tiffany
Certified Shorthand Reporter
Certificate No. 084-002807

Exhibit AJ16
www.fraudonthecourt.net/exhibits/Fabrication 6 certification pages of all 5 Doctor's depositions/Certification pages for Dulberg.pdf

Hearing Date: 3/28/2023 9:45 AM - 9:50 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, U

FILED
2/24/2023 1:23 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
21615792

FILED DATE: 2/24/2023 1:30 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG, THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY, Defendants.	)	Case No. 2022 L 010905

DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S
SECTION 2-615 MOTION TO DISMISS

Defendant ADR Systems of America, L.L.C., ("ADR"), pursuant to Section 2-615 of the Illinois Code of Civil Procedure (735 ILCS 5/2-615) respectfully moves the Court to dismiss Plaintiffs' Complaint with prejudice for failure to state a cause of action as to ADR. In support of its Motion, ADR states as follows:

FILED DATE: 2/24/2023 7:30 PM 2022L010905

1. Plaintiffs Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, "Dulberg") have brought a 107 paragraph, 34-page rambling Complaint. (*See* Complaint, attached hereto as **Exhibit A**.) Among Dulberg's various claims is "**Count 4**", which attempts to allege a claim against ADR for breach of contract. Dulberg's claim against ADR comes nowhere close to stating a valid cause of action and should be dismissed with prejudice.

STANDARD OF REVIEW

2. A Section 2-615 motion tests whether the complaint contains sufficient facts "which, if proved, would entitle the plaintiff to relief." *Evers v. Edward Hosp. Ass'n*, 247 Ill. App. 3d 717, 724 (2d Dist. 1993). "Illinois is a fact-pleading state, and conclusions of law and conclusory factual allegations unsupported by specific facts are not deemed admitted." *Alpha Sch. Bus Co., Inc. v. Wagner*, 391 Ill. App. 3d 722, 735 (1st Dist. 2009).

3. Courts may take judicial notice of public documents and records in ruling on motions to dismiss pursuant to Section 2-615 and Section 2-619. *Kopnick v. JL Woode Mgmt. Co., LLC*, 2017 IL App (1st) 152054, ¶ 26.

ARGUMENT

4. ADR, based in Chicago, provides alternative dispute resolution services, which include arbitrations and mediations.

5. The gist of Dulberg's Complaint arises from his personal bankruptcy filed in the United States Bankruptcy Court for the Northern District of Illinois (Case No. 14-83578). It appears that Dulberg is unhappy that Defendant Joseph Olsen (the "Trustee"), who served as the bankruptcy trustee overseeing Dulberg's personal bankruptcy (Case No. 14-83578), agreed to the recommendation of the Bankruptcy Court-approved special counsel, the Baudin Law Group, to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*) ("Dulberg's Injury Claim"). (*See* Complaint, Ex. 7).

6. In an October 31, 2016 hearing, the Bankruptcy Court approved (i) the proposal to hold a binding mediation of Dulberg's Injury Claim, (ii) that this mediation would be subject to a $50,000-$300,000 (reflecting the applicable insurance policy limit) high/low agreement, and (iii) that the mediator who would preside over the binding mediation would *not* be made aware of that high/low agreement. (Complaint, Ex. 6A (October 31, 2016 Transcript of Proceedings) at 2-5).

7. The Bankruptcy Court approved the submission of the claim to binding mediation before ADR. ADR played no role in the bankruptcy proceedings. ((Complaint, Ex. 8 ("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.").)

8. On December 8, 2016, the parties, *including Dulberg*, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.). (Complaint, ¶ 57).

9. Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement (Complaint, Ex. 11). That agreement reflects the "high/low" agreement that the Bankruptcy Court approved.[1]

10. On December 12, 2016, Judge Etchingham rendered an award in Dulberg's favor of $561,000. The issuance of the award terminated ADR's involvement in the proceeding. (Complaint, ¶ 64 and Ex. 10 thereto).

[1] According to the Complaint, Dulberg's attorneys "*may* have forged Dulberg's signature of the Binding Mediation Agreement." (Complaint, ¶ 72 (p).) This equivocating allegation is noteworthy because Dulberg admits he *attended* the binding mediation. In any event, the Complaint is clear that the binding mediation occurred at ADR and ADR performed the services required of under the Binding Mediation Agreement.

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

11. In or about April 2017, the Trustee sought approval for the distribution of assets from the proceeds received as a result of the binding mediation to various attorneys and creditors. The Trustee's request also included a distribution to Dulberg of more than $117,000. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his $117,000 without objection to the Bankruptcy Court. *See* Chapter 7 Trustee's Final Account", of which the Court may take judicial notice, attached hereto as **Exhibit B**.

12. Now, six years later, Dulberg complains that his lawyers forced him into binding mediation against his will.

13. Without commenting on the validity of the claims against the other parties, Dulberg's claim against ADR is unfounded in fact or law.

14. Dulberg admits that "there was a valid and enforceable contract" between Dulberg, Allstate and ADR. (Complaint, ¶ 94).

15. Apparently, there was an unsigned and undated draft of a Binding Mediation Agreement that the Trustee submitted to the Bankruptcy Court as part of his motion seeking approval to submit the matter to binding mediation. (Complaint, ¶ 95.) Dulberg does not allege that this draft constituted a "valid and enforceable contract."

16. According to Dulberg, "Major terms within the two agreements were changed." (Complaint, ¶ 96.) Dulberg offers no explanation as to the alleged relevance of the cited terms. (*See*, *e.g.*, notifications, "Language under Parties B; "who is liable to plaintiff"; ADR's fee schedule, ADR's "Fee Schedule boxed information"; "page 6 section v number 5".).

17. Dulberg then alleges that ADR breached the Binding Mediation Agreement by not following the terms regarding amending the contract. However, Dulberg, by his own allegations,

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

admits that the only enforceable contract to which ADR was a party is the one the parties signed. (Complaint, Ex. 11).

18. Dulberg then asserts in perplexing fashion that "Plaintiff suffered pecuniary injury in an amount in excess of $261,000 because the contract under the changed terms should not be allowed to regulate the procedure." (Complaint, ¶ 100).

19. Beyond the fact that Count 4 makes little sense, Count 4 fails as to ADR because a valid breach of contract claim must identify the specific contractual provision at issue and the conduct constituting a breach thereof. *See Babbitt Municipalities, Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 15 (affirming dismissal of breach of contract claim).

20. Plaintiff's Complaint admits (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint; (ii) a binding mediation dispute was presented to ADR for resolution; (iii) Dulberg attended the binding mediation; and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which the parties accepted.

21. ADR was not a party to the draft agreement that the Trustee attached to his motion, and the Complaint lacks any allegation that ADR engaged in any material breach of the executed Binding Mediation Agreement.

22. Dulberg's attempt, six years later, to hold ADR liable for anything relating to this matter should be rejected. Count 4 should be dismissed for failure to state a valid cause of action.

23. As no basis exists by which Dulberg can remedy the defects in Count 4, the dismissal of the Complaint as to ADR should be *with prejudice*.

WHEREFORE, Defendant ADR SYSTEMS OF AMERICA, L.L.C. respectfully prays that this Court enter an order dismissing Plaintiffs' Complaint against ADR with prejudice.

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

Respectfully submitted:

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman
One of Its Attorneys

Robert A. Chapman
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FILED DATE: 2/24/2023 7:30 PM 2022L010905

VERIFICATION

I, Robert A. Chapman, pursuant to section 1-109 of the Illinois Code of Civil Procedure, state that the statements set forth in the above motion are true and correct to the best of my knowledge.

By: /s/ Robert A. Chapman

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on February 24, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

Alphonse A. Talarico Law Offices of Alphonse Talarico 707 Skokie Blvd., Suite 600 Northbrook, IL 60084 *contact@lawofficeofalphonsetalarico.com*	George J. Manos Jason W. Jochum **LEWIS BRISBOIS BISGAARD & SMITH, LLP** 550 W. Adams Street, Suite 300 Chicago, Illinois 60661 George.Manos@lewisbrisbois.com Jason.Jochum@lewisbrisbois.com
Jeremy N. Boeder **TRIBLER ORPETT & MEYER, P.C.** 225 W. Washington Street, Suite 2550 Chicago, Illinois 60606 (312) 201-6400 docket@tribler.com	

/s/ Robert A. Chapman

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

EXHIBIT A

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All Law Division initial Case Management Dates will be heard via ZOOM.
For more information and Zoom Meeting IDs go to https://www.cookcountycourt.org/HOME/Zoom-Links/Agg4906_SelectTab/12
Remote Court date: 2/8/2023 9:30 AM

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IRIS Y. MARTINEZ
CIRCUIT CLERK
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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,	)	CASE NO. 2022L010905
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.		

PLAINTIFFS' COMPLAINT AT LAW

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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).**

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www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/28/2023 3:30 PM 2022L010905

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.**

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

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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 addres s of 20 North Clark

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FILED DATE: 2/24/2023 1:30 PM 2022L010905

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 to735 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);

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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

Exhibit AK
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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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 Baundin 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

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/28/2023 3:30 PM 2022L010905

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

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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."

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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.

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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"

41. 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

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FILED DATE: 2/28/2023 3:30 PM 2022L010905

won't. This will give you the best possible outcome."

42. 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

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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"

43. 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."

44. 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."

45. On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "Yes binding mediation?"

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

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FILED DATE: 2/28/2023 3:30 PM 2022L010905

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."

47. 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"

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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".

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

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FILED DATE: 2/28/2023 3:30 PM 2022L010905

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."

(Please see Exhibit 2 and exhibit 3 attached).

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

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing 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 informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

51. 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

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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"

52. 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:

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

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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 t 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

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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.

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FILED DATE: 2/24/2023 1:30 PM 2022L010905

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."
(Please see Group Exhibit 6A and B attached)

53. On October 31, 2016 both orders were issued by bankruptcy judge.
(Please see Exhibit 7 and Exhibit 8 attached)

54. 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."
(Please see Exhibit 9 p2 attached)

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."
(Please see Exhibit 9 P3 attached)

56. On or about November15, 2016 W. Randal Baudin II 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.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother,

Exhibit AK
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FILED DATE: 2/24/2023 3:30 PM 2022L010905

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.

58. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee 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.

59. 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.

60. 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).

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

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry

Exhibit AK
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FILED DATE: 2/24/2023 3:30 PM 2022L010905

because she was informed they had a deal with prior counsel and the case would be settled for $50,000.

63. 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 ******** lied.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of $660,000.00. (Please see Exhibit 10 attached)

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

66. 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.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/28/2023 3:30 PM 2022L010905

sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

68. 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

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

69. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

70. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

71. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

72. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

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FILED DATE: 2/24/2023 3:30 PM 2022L010905

b) These Defendants knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting that the facts stated in the counterclaim were true.

c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.

d) These Defendants knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.

e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.

g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.

h) These Defendants 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.

i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.

j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

k) Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

m) These Defendants 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.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R. Dulberg all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement. (Please see Plaintiff's Exhibit 11 attached)

73. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a $300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

74. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of $261,00.00

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Exhibit AK
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FILED DATE: 2/28/2023 3:30 PM 2022L010905

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

75. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

76. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

77. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

78. These Defendants knew that the representation was false.

79. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

80. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

81. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of $300,000.00 against a gross award by the Mediator of $660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD 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

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

83. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

84. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETTE LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

85. Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

86. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

Exhibit AK
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FILED DATE: 2/28/2023 3:30 PM 2022L010905

mediation agreement because plaintiff was not a good witness.

87. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of $261,000.00.

88. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

89. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

90. The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

91. Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

92. 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

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and 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 and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 4

BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/28/2023 3:30 PM 2022L010905

96. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 4 of the

Exhibit AK
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FILED DATE: 2/28/2023 3:30 PM 2022L010905

Complaint in their favor and against DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 5

BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

104. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/28/2023 3:30 PM 2022L010905

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

94. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

105. Plaintiff did all that was required of him under the terms of the contract.

106. Defendant breached the contract by not following the terms regarding amending the contract.

107. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 12/8/2022 3:30 PM 2022L010905

JURY DEMAND-12 PERSONS

Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST demand a trial by jury on all issues triable by a jury.

Dated: December 8, 2022

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

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

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

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 verily believes the same to be true.

Paul R. Dulberg

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)

I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

1. I have brought suit 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., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

2. The total of money damages I seeks does exceed $50,000;

3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

Paul R. Dulberg

Exhibit AK
www.fraudoutlecourt.net/exhibits/GroupExhibit536_Completed_legal_argument_between_Dulberg_and_ADR_Systems/2023-02-24_Defendant_ADR_s_Motion_to_Dismiss_pursuant_to_735_ILCS_5_2-615.pdf

FILED DATE: 2/24/2023 7:58 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

FEE AGREEMENT

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

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

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

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

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

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

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

Claimant

Claimant

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

Revised 9/2015

EXHIBIT 1

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin 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.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. 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 Debtors pre-petition with respect to the subject personal injury claim.

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. I understand and agree that:

A. 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.

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. 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 in interest.

E. 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.

F. 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.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

FILED DATE: 12/8/2022 3:30 PM 2022L010905

information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before
me this 27 day of September, 2016

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/19

FILED DATE: 2/24/2023 7:30 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin 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.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. 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 Debtors pre-petition with respect to the subject personal injury claim.

EXHIBIT 3

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:39 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. I understand and agree that:

A. 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.

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. 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 in interest.

E. 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.

F. 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.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

FILED DATE: 12/8/2022 3:30 PM 2022LO10905

information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before me this 27 day of September, 20 16

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/17/19

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
PAUL DULBERG	)	Case Number: 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his **Motion for Authority to Enter into a "Binding Mediation Agreement" in accordance with the "Binding Mediation Agreement" which is attached hereto and made a part hereof as Exhibit A.**

A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church St., Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Meravich

EXHIBIT
4

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	Case Number: 14-83578
PAUL DULBERG	)	
Debtor.	)	JUDGE: THOMAS M. LYNCH

MOTION FOR AUTHORITY TO ENTER INTO A "BINDING MEDIATION AGREEMENT".

NOW COMES the Trustee, Joseph D. Olsen, by his attorneys, Yalden, Olsen & Willette, pursuant to Bankruptcy Rule 9019, and for his Motion for Authority to Enter into a "Binding Mediation Agreement", states as follows:

1. That the Debtor, Paul Dulberg, filed his Voluntary Petition for Relief pursuant to Chapter 7 of Title 11 on November 26, 2014;

2. That Joseph D. Olsen is the duly appointed and qualified acting case Trustee of the above captioned Estate;

3. That on the date of the petition the Debtor, Paul Dulberg, had a certain claim against David Gagnon, et al for certain personal injuries suffered in a chainsaw injury. This certain personal injury case is pending in the circuit court of the 22nd Judicial Circuit, McHenry County, Illinois in cause number 12LA178.

4. Heretofore the Trustee has hired as his Special Counsel, the Baudin Law Group, Ltd. to prosecute the Bankruptcy Estate's claim in this matter. After discussions with Randy Baudin, the lead attorney on the file, Mr. Baudin has recommended participation in the "Binding Mediation Agreement", a copy of which agreement is attached hereto and made a part hereof as Exhibit A. There can be no guarantee of the amount of the award that is eventually provided under the "Binding Mediation Agreement" but it has a floor of no less than $50,000.00 and a ceiling of no greater than $300,000.00.

The Trustee, in consultation with his special counsel, believes the "Binding Mediation Agreement" would be in the best interest of the Estate.

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

WHEREFORE, the Trustee requests authority to enter into the afore-described "Binding Mediation Agreement" and to execute any document necessary or appropriate to process the Debtor's claims through that binding mediation process.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Prepared by:
Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815) 965-8635

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 3:30 PM 2022L010905

Alexian Brothers Medical Group
PO Box 5580
Belfast, ME 04915-5580

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

Bank of America
PO Box 851001
Dallas, TX 75285-1001

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Cabelas Visa Center
World's Foremost Bank
PO Box 82609
Lincoln, NE 68501-2609

Capital One Bank
Attn: General Correspondence
PO Box 30285
Salt Lake City, UT 84130-0285

Capital One Bank (USA), N.A.
PO Box 6492
Carol Stream, IL 60197-6492

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Dr. Frank W. Sak
4606 W. Elm Street
McHenry, IL 60050-4015

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1908

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Riafero
515 N. Algonquin Road
Arlington Heights, IL 60005-4405

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051-0220

Midamerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive, Suite 6035
Chicago, IL 60675-6035

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8499

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673-1257

Northwest Suburban Anesthesiologis
8163 Solutions Center
Chicago, IL 60677-8001

Oak Trust Credit Union
1 South 450 Summit Avenue
Oakbrook Terrace, IL 60181

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9189

Oak Trust Credit Union
444 N Bola Rd, Suite 101
Aurora, IL 60502-9620

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katonah, NY 10536-0502

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4161

Walmart Pharmacy
3801 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Worlds Foremost Bank NA
4800 NW 1st Street
Suite 300
Lincoln, NE 68521-4463

David L. Stretch
Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7418

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

Attorney W. Randal Baudin, II
Baudin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

FILED DATE: 2/24/2023 7:39 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. **Parties**

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. **Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. **Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. **Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT "A"

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. Evidentiary Rules

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

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a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. **Effect of this Agreement**

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

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B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

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UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his Motion to Employ Special Counsel, Baudin Law Group, Ltd, as attorneys for the Trustee to pursue a personal injury cause of action. A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church Street, Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

EXHIBIT 5

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
PAUL DULBERG,	)	CASE NO. 14-83578
	)	
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

MOTION TO EMPLOY SPECIAL COUNSEL

NOW COMES Joseph D. Olsen, Trustee, by his attorneys, Yalden, Olsen & Willette, and for his Motion to Employ Special Counsel, hereby states as follows:

1. JOSEPH D. OLSEN is the duly qualified, appointed, and acting Trustee in the above-captioned case.

2. To perform his duties as Trustee, your movant requires the services of an attorney for the following purposes:

A. To appear for and prosecute the Estate's interest regarding a personal injury cause of action;

B. To assist in the preparation of such pleadings, motions, notices, and orders which are required;

3. For the foregoing and all other necessary and proper purposes, movant desires to retain the law office of Baudin Law Group, Ltd., as counsel for the Trustee.

4. Movant feels that the law office is well qualified to render the foregoing services.

5. The law office of Baudin Law Group, Ltd. has no connections with the Debtor(s), creditors, or any party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee as defined in 11 U.S.C. Section 101(14), except as follows:

Post petition the Debtor entered into a contingent fee agreement with Baudin & Baudin (the predecessor law group to the Baudin Law Group, Ltd.) whereby the Debtor paid $3,333.33 as a nonrefundable retainer (to the offset against any future recovery) and agreed to pay Baudin & Baudin 331/3% as a contingency fee if the matter settled prior to trial and 40% if the matter proceeds to trial.

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FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. The attorneys requests that they be compensated in accordance with Baudin Law Group, Ltd. fee agreement which is attached hereto and made a part hereof as "Exhibit A."

WHEREFORE, JOSEPH D. OLSEN, Trustee, prays that he be authorized to employ the law office of Baudin Law Group, Ltd., as his attorneys to render services in the areas described above and compensation be paid as an administrative expense and in such amounts as this Court may hereinafter determine and allow.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his Attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
YALDEN, OLSEN & WILLETTE
1318 East State Street
Rockford, IL 61104
(815) 965-8635
Fax (815) 965-4573

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FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Alexian Brothers Medical Group
PO Box 5508
Belfast, ME 04915-5508

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

Bank of America
PO Box 851001
Dallas, TX 75285-1001

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Cabelas Visa Center
World's Foremost Bank
PO Box 82609
Lincoln, NE 68501-2609

Capital One Bank
Attn: General Correspondence
PO Box 30285
Salt Lake City, UT 84130-0285

Capital One Bank (USA), N.A.
PO Box 6492
Carol Stream, IL 60197-6492

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Dr. Frank W. Sek
4606 W. Elm Street
McHenry, IL 60050-4915

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1908

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Miafora
515 W. Algonquin Road
Arlington Heights, IL 60005-4405

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051-0220

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive, Suite 6035
Chicago, IL 60675-6035

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8499

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673-1257

Northwest Surburban Anesthesiologis
8163 Solutions Center
Chicago, IL 60677-8001

Oak Trust Credit Union
1 South 450 Summit Avenue
Oakbrook Terrace, IL 60181

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9189

Oak Trust Credit Union
444 N Naia Rd, Suite 101
Aurora, IL 60502-9620

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katonah, NY 10536-0502

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4361

Walmart Pharmacy
3801 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Worlds Foremost Bank NA
4800 NW 1st Street
Suite 300
Lincoln, NE 68521-4463

David L. Stretch
Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7418

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

Attorney N. Randal Baudin, II
Baudin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

FEE AGREEMENT

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

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

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

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

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

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

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

Claimant

Paul Dulberg
Claimant

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

Revised 9/2015

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

PAUL R. DULBERG,	)	No. 14 B 83578
	)	Rockford, Illinois
	)	9:30 a.m.
Debtor.)		October 31, 2016

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE THOMAS M. LYNCH

APPEARANCES:

U.S. Trustee: Mr. Joesph D. Olsen.

Group
EXHIBIT
6A

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

THE CLERK: Paul Dulberg, 14 83578.

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

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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

FILED DATE: 2/24/2023 7:30 PM 2022L010905
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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.

FILED DATE: 12/8/2022 3:30 PM 2022L010905

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.

(End of audio to be transcribed.)

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

CERTIFICATE

I, JERRI ESTELLE, CSR, do hereby certify that the foregoing is a true and accurate transcription of proceedings electronically recorded in the matter of PAUL R. DULBERG, 14 B 83578 on October 31, 2016, which was submitted to D&E Reporting for transcription; it contains all the content in said recording; and it has been transcribed to the best of my ability.

Jerri Estelle, CSR /S/
License Number: 084-003284

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT 6B

EXHIBIT "A"

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. Evidentiary Rules

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Exhibit AK
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FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

Exhibit AK
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FILED DATE: 12/8/2022 3:30 PM 2022L010905
FILED DATE: 2/24/2023 7:30 PM 2022L010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

Exhibit AK
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

FILED DATE: 2/24/2023 7:30 PM 2022LO10905

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

ORDER TO EMPLOY SPECIAL COUNSEL

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion to employ the law office of Baudin Law Group, Ltd. as attorneys for the estate, 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 employ the Baudin Law Group, Ltd. to represent the estate in regards to the Debtor's personal injury claim, more fully described in the Trustee's Motion, and that the Trustee is allowed to adopt the contingency contract between Debtor, Paul Dulberg and Baudin Law Group, Ltd. as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

EXHIBIT 7

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

FILED DATE: 2/24/2023 7:30 PM 2022LO10905
FILED DATE: 12/8/2022 3:50 PM 2022LO10905

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

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.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

EXHIBIT
8

FILED DATE: 2/24/2025 7:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

From: **Joe Olsen** jolsenlaw@comcast.net
Subject: Fwd: Re: Paul Dulberg 14-83578 & 12LA178
Date: December 2, 2019 at 2:05 PM
To: juliawilliams@clintonlaw.net

JO

Joseph D. Olsen - Yalden, Olsen & Willette
838 North Main Street, Rockford, IL 61103-6906
(815) 965-8635 | Fax (815) 965-4573 | jolsenlaw@comcast.net

We have moved! Our new address is noted above. Our phone, fax, and email addresses will remain the same. Thank you.

---------- Original Message ----------
From: Joe Olsen <jolsenlaw@comcast.net>
To: Randy Baudin II <randybaudin2@gmail.com>
Cc: jolsenlaw <jolsenlaw@comcast.net>
Date: December 13, 2016 at 2:33 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Randy-

Just a follow up to our conf. this afternoon, where you advised the results of the binding mediation;

First off, thank you.

Difficult having a Ch. 7 Trustee hovering around your file. I appreciate your professionalism and cooperation;

Secondly, Re medical liens, I reviewed what I had. I came across 1 lien claim, that from U.S. Physical Therapy, Inc., it looks pretty defective. Did you or one of the prior attys. on file ever get notice from them? From any other lien claimant? If you have any such information, could you send me a complete copy of whatever it is you have?

Third, Re your compensation (most important), do we have to worry about any of the debtor's previous atty's possible claim for lien?

If so, can you give me whatever you have re same? The quickest way to get you paid, is if you can provide me w/ the equivalent of a settlement statement which would show how much is owed under the contingent fee contract, plus any costs/expenses claimed by you.

If there is any other claim by any other party to the settlement proceeds, please let me know;

As soon as I get the "settlement statement" I'll file w/ court to get it approved. It's a 21 day notice.

Can you let me know when you expect to receive the settlement funds? Again, you must turn over the gross proceeds to me.

Thanks again.

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815)965-8635
Fax (815)965-4573

On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> wrote:

You can good ahead sign it. Thank you so much.

EXHIBIT 9

FILED DATE: 12/8/2022 3:30 PM 2022L010905

On Mon, Oct 31, 2016 at 10:41 AM, < jolsenlaw@comcast.net> wrote:

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.

From: "Randy Baudin II" < randybaudin2@gmail.com>
To: "jolsenlaw" < jolsenlaw@comcast.net>
Sent: Monday, September 26, 2016 2:09:00 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Any luck on appointing us as attorneys on this case yet?

Thanks,
Randy

On Fri, Sep 16, 2016 at 11:24 AM, < jolsenlaw@comcast.net> wrote:

Randy-
Nice talking w/ you today, below is contact info.
Thanks.

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815)965-8635
Fax (815)965-4573

--

Click to get my LinkedIn Profile

W. Randal Baudin II's Linkedin Profile
Cell 815.814.2193

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

On December 8, 2016, the matter was called for binding mediation before the Honorable James P. Etchingham, (Ret.), in Chicago, IL. According to the agreement entered into by the parties, if a voluntary settlement through negotiation could not be reached the mediator would render a settlement award which would be binding to the parties. Pursuant to that agreement the mediator finds as follows:

Finding in favor of: Paul Dulberg

Gross Award: $660,000.

Comparative fault: 15 % (if applicable)

Net Award: $561,000

Comments/Explanation	
medical	$ 60,000.
future medical	$ 200,000.
Lost wage	$ 250,000.
P.I.S	75,000.
L N L	75,000.

The Honorable James P. Etchingham, (Ret.)

EXHIBIT 10

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

EXHIBIT
11

FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.
   a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

ADR

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FILED DATE: 12/8/2022 3:30 PM 2022L010905
FILED DATE: 2/24/2023 7:30 PM 2022L010905

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016**.

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

   Shoshan Reddington, Esq. (Defense Attorney)
   LAW OFFICES OF STEVEN LIHOSIT
   200 N. La Salle Street
   Suite 2550
   Chicago, IL 60601

ADR

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 12/8/2022 3:30 PM 2022L010905
FILED DATE: 2/24/2023 7:30 PM 2022L010905

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Dulberg shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

ADR

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FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $1,295.00 per Party and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$195.00 per Party (Non-refundable)
Mediator's Review Time	$450.00 per hour, split equally between Parties
Session Time	$450.00 per hour, split equally between Parties
Mediator's Decision Writing Time	$450.00 per hour, split equally between Parties
Mediator's Travel Time (if any)	$75.00 per hour, split equally between Parties

B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs,

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FILED DATE: 2/24/2023 7:30 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

14 By: Paul Dulberg
Paul Dulberg / Plaintiff — Date

14 By:
Kelly N. Baudin / Attorney for the Plaintiff — Date 12/8/16

14 By:
Randall Baudin, II / Attorney for the Plaintiff — Date 12/8/16

14 By: Walter Norman
Shoshan Reddington / Attorney for the Defendant — Date 12/8/16

ADR Systems File # 33391BMAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

ADR

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

EXHIBIT B

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

FILED DATE: 2/24/2023 7:30 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

In re: DULBERG, PAUL R	§	Case No. 14-83578
	§	
	§	
Debtor(s)	§	

CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED AND APPLICATION TO BE DISCHARGED (TDR)

JOSEPH D. OLSEN, chapter 7 trustee, submits this Final Account, Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: $141,680.00 *(without deducting any secured claims)*	Assets Exempt: $16,680.00
Total Distribution to Claimants: $38,733.68	Claims Discharged Without Payment: $0.00
Total Expenses of Administration: $144,839.92	

3) Total gross receipts of $ 301,000.00 (see **Exhibit 1**), minus funds paid to the debtor and third parties of $ 117,426.40 (see **Exhibit 2**), yielded net receipts of $183,573.60 from the liquidation of the property of the estate, which was distributed as follows:

Exhibit AK
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FILED DATE: 2/24/2023 7:30 PM 2022L010905

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
SECURED CLAIMS (from **Exhibit 3**)	$0.00	$0.00	$0.00	$0.00
PRIORITY CLAIMS: CHAPTER 7 ADMIN. FEES AND CHARGES (from **Exhibit 4**)	0.00	144,839.92	144,839.92	144,839.92
PRIOR CHAPTER ADMIN. FEES AND CHARGES (from **Exhibit 5**)	0.00	0.00	0.00	0.00
PRIORITY UNSECURED CLAIMS (from **Exhibit 6**)	0.00	1,231.10	1,231.10	1,231.10
GENERAL UNSECURED CLAIMS (from **Exhibit 7**)	0.00	37,502.58	37,502.58	37,502.58
TOTAL DISBURSEMENTS	$0.00	$183,573.60	$183,573.60	$183,573.60

4) This case was originally filed under Chapter 7 on November 26, 2014. The case was pending for 30 months.

5) All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6) An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 06/15/2017 By: /s/JOSEPH D. OLSEN
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

EXHIBITS TO FINAL ACCOUNT

EXHIBIT 1 –GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE [1]	$ AMOUNT RECEIVED
Personal Injury Case	1242-000	301,000.00
TOTAL GROSS RECEIPTS		$301,000.00

[1]The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 –FUNDS PAID TO DEBTOR & THIRD PARTIES

PAYEE	DESCRIPTION	UNIFORM TRAN. CODE	$ AMOUNT PAID
Paul R Dulberg	Disbursement per court order 01/25/2017	8100-002	15,000.00
DULBERG, PAUL R	Dividend paid 100.00% on $102,426.40; Claim# SURPLUS; Filed: $102,426.40; Reference:	8200-002	102,426.40
TOTAL FUNDS PAID TO DEBTOR AND THIRD PARTIES			$117,426.40

EXHIBIT 3 –SECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6D)	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
None						
TOTAL SECURED CLAIMS			$0.00	$0.00	$0.00	$0.00

EXHIBIT 4 –CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Trustee Compensation - JOSEPH D. OLSEN	2100-000	N/A	12,428.68	12,428.68	12,428.68
Trustee Expenses - JOSEPH D. OLSEN	2200-000	N/A	83.33	83.33	83.33

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FILED DATE: 2/24/2023 7:30 PM 2022L010905

Attorney for Trustee Fees (Trustee Firm) - Joseph D Olsen	3110-000	N/A	2,226.00	2,226.00	2,226.00
Other - Baudin Law Group Ltd	3220-610	N/A	117,084.63	117,084.63	117,084.63
Other - Hand Surgery Associates	3991-000	N/A	4,600.00	4,600.00	4,600.00
Other - ADR Systems	3991-000	N/A	1,938.00	1,938.00	1,938.00
Other - The Law Offices of Thomas J Popovich	3220-610	N/A	1,539.32	1,539.32	1,539.32
Other - Brad J. Balke P.C.	3220-610	N/A	1,539.32	1,539.32	1,539.32
Other - Dr. Karen Levin	3220-610	N/A	1,200.00	1,200.00	1,200.00
Other - Rabobank, N.A.	2600-000	N/A	280.60	280.60	280.60
Other - Rabobank, N.A.	2600-000	N/A	220.04	220.04	220.04
Other - MedChex	3991-000	N/A	1,700.00	1,700.00	1,700.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		N/A	$144,839.92	$144,839.92	$144,839.92

EXHIBIT 5 –PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
None					
TOTAL PRIOR CHAPTER ADMIN. FEES AND CHARGES		N/A	$0.00	$0.00	$0.00

EXHIBIT 6 –PRIORITY UNSECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6E)	CLAIMS ASSERTED (from Proofs of Claim)	CLAIMS ALLOWED	CLAIMS PAID
4	Ehrmann Gehlbach Badger Lee & Considine, LLC	5800-000	N/A	1,231.10	1,231.10	1,231.10
TOTAL PRIORITY UNSECURED CLAIMS			$0.00	$1,231.10	$1,231.10	$1,231.10

EXHIBIT 7 –GENERAL UNSECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6F)	CLAIMS ASSERTED (from Proofs of Claim)	CLAIMS ALLOWED	CLAIMS PAID
1	Oak Trust Credit Union	7100-000	N/A	507.33	507.33	507.33
1I	Oak Trust Credit Union	7990-000	N/A	1.64	1.64	1.64
3	WORLD'S FOREMOST BANK	7100-000	N/A	12,892.13	12,892.13	12,892.13
3I	WORLD'S FOREMOST BANK	7990-000	N/A	41.78	41.78	41.78

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4I	Ehrmann Gehlbach Badger Lee & Considine, LLC	7990-000	N/A	3.99	3.99	3.99
5	Dynamic Hand Therapy & Rehab	7200-000	N/A	23,978.00	23,978.00	23,978.00
5I	Dynamic Hand Therapy & Rehab	7990-000	N/A	77.71	77.71	77.71
TOTAL GENERAL UNSECURED CLAIMS			$0.00	$37,502.58	$37,502.58	$37,502.58

FILED DATE: 2/24/2023 7:30 PM 2022L010905

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Exhibit 8

Form 1

Individual Estate Property Record and Report

Asset Cases

FILED DATE: 2/24/2023 7:00 PM 2022L010905

Case Number: 14-83578
Case Name: DULBERG, PAUL R
Period Ending: 06/15/17

Trustee: (330400) JOSEPH D. OLSEN
Filed (f) or Converted (c): 11/26/14 (f)
§341(a) Meeting Date: 12/30/14
Claims Bar Date: 08/26/15

Ref. #	1 Asset Description (Scheduled And Unscheduled (u) Property)	2 Petition/ Unscheduled Values	3 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	4 Property Abandoned OA=§554(a)	5 Sale/Funds Received by the Estate	6 Asset Fully Administered (FA)/ Gross Value of Remaining Assets
1	RESIDENCE, BUILDING, LAND, OR OTHER REAL ESTATE	140,000.00	0.00		0.00	FA
2	CASH ON HAND	30.00	0.00		0.00	FA
3	McHenry Bank & Trust checking account xxxx-5528	300.00	0.00		0.00	FA
4	HOUSEHOLD GOODS AND FURNISHINGS	1,000.00	0.00		0.00	FA
5	WEARING APPAREL AND JEWELRY	350.00	0.00		0.00	FA
6	Personal Injury Case (u)	Unknown	50,000.00		301,000.00	FA
6	**Assets Totals** (Excluding unknown values)	**$141,680.00**	**$50,000.00**		**$301,000.00**	**$0.00**

Major Activities Affecting Case Closing:

The undersigned was appointed successor Trustee on August 31, 2016. During the reporting period the Trustee engaged outside counsel to pursue a personal injury action, entered into binding mediation and received a result of the mediation for approximately $300,000.00. The Trustee still needs to notify the court of that decision, compensate the professionals and take care of the exemptions and medical liens on the file and will be done shortly. Hasn't been filed with the court but has been prepared. After those checks clear the Trustee will file his final report. That is anticipated to be done on or before March 31, 2017.

Initial Projected Date Of Final Report (TFR): March 31, 2017 **Current Projected Date Of Final Report (TFR):** April 18, 2017 (Actual)

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Exhibit 9

Form 2

Cash Receipts And Disbursements Record

FILED DATE: 2/24/2023 7:30 PM 2022L010905

Case Number: 14-83578
Case Name: DULBERG, PAUL R
Taxpayer ID #: **-***0431
Period Ending: 06/15/17

Trustee: JOSEPH D. OLSEN (330400)
Bank Name: Rabobank, N.A.
Account: ******8666 - Checking Account
Blanket Bond: $1,500,000.00 (per case limit)
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts $	6 Disbursements $	7 Checking Account Balance
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	1,000.00		1,000.00
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	300,000.00		301,000.00
01/25/17	101	Baudin Law Group Ltd	disbursement per court order 01/25/2017	3220-610		117,084.63	183,915.37
01/25/17	102	MedChex	disbursement per court order 01/25/2017 Stopped on 03/01/17	3991-005		1,700.00	182,215.37
01/25/17	103	Hand Surgery Associates	Disbursement per court order 01/25/2017	3991-000		4,600.00	177,615.37
01/25/17	104	ADR Systems	Disbursement per court order 01/25/2017	3991-000		1,938.00	175,677.37
01/25/17	105	Paul R Dulberg	Disbursement per court order 01/25/2017	8100-002		15,000.00	160,677.37
01/30/17	106	The Law Offices of Thomas J Popovich	Disbursement per court order 01/25/2017	3220-610		1,539.32	159,138.05
01/30/17	107	Brad J. Balke P.C.	Disbursement per court order 01/25/2017	3220-610		1,539.32	157,598.73
01/30/17	108	Dr. Karen Levin	Disbursement per court order 01/25/2017	3220-610		1,200.00	156,398.73
01/31/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		280.60	156,118.13
02/28/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		220.04	155,898.09
03/01/17	102	MedChex	disbursement per court order 01/25/2017 Stopped: check issued on 01/25/17	3991-005		-1,700.00	157,598.09
03/06/17	109	MedChex	distribution per court order 01/25/2017	3991-000		1,700.00	155,898.09
05/15/17	110	JOSEPH D. OLSEN	Dividend paid 100.00% on $83.33, Trustee Expenses; Reference:	2200-000		83.33	155,814.76
05/15/17	111	JOSEPH D. OLSEN	Dividend paid 100.00% on $12,428.68, Trustee Compensation; Reference:	2100-000		12,428.68	143,386.08
05/15/17	112	Joseph D Olsen	Dividend paid 100.00% on $2,226.00, Attorney for Trustee Fees (Trustee Firm); Reference:	3110-000		2,226.00	141,160.08
05/15/17	113	DULBERG, PAUL R	Dividend paid 100.00% on $102,426.40; Claim# SURPLUS; Filed: $102,426.40; Reference:	8200-002		102,426.40	38,733.68
05/15/17	114	Dynamic Hand Therapy & Rehab	Combined Check for Claims#5,5I			24,055.71	14,677.97
			Dividend paid 100.00% on $23,978.00; Claim# 5; Filed: $23,978.00 23,978.00	7200-000			14,677.97
			Dividend paid 100.00% on $77.71; Claim# 5I; Filed: $77.71 77.71	7990-000			14,677.97
05/15/17	115	Ehrmann Gehlbach Badger Lee & Considine, LLC	Combined Check for Claims#4,4I			1,235.09	13,442.88
			Dividend paid 100.00% on $1,231.10; Claim# 4; Filed: $1,231.10 1,231.10	5800-000			13,442.88
			Subtotals :		$301,000.00	$287,557.12	

{} Asset reference(s)

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Exhibit 9

Form 2

Cash Receipts And Disbursements Record

FILED DATE: 2/24/2023 7:30 PM 2022L010905

Case Number: 14-83578
Case Name: DULBERG, PAUL R
Taxpayer ID #: **-***0431
Period Ending: 06/15/17

Trustee: JOSEPH D. OLSEN (330400)
Bank Name: Rabobank, N.A.
Account: ******8666 - Checking Account
Blanket Bond: $1,500,000.00 (per case limit)
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts $	6 Disbursements $	7 Checking Account Balance
			Dividend paid 100.00% on $3.99; Claim# 4I; Filed: $3.99 3.99	7990-000			13,442.88
05/15/17	116	Oak Trust Credit Union	Combined Check for Claims#1,1I			508.97	12,933.91
			Dividend paid 100.00% on $507.33; Claim# 1; Filed: $507.33 507.33	7100-000			12,933.91
			Dividend paid 100.00% on $1.64; Claim# 1I; Filed: $1.64 1.64	7990-000			12,933.91
05/15/17	117	WORLD'S FOREMOST BANK	Combined Check for Claims#3,3I			12,933.91	0.00
			Dividend paid 100.00% on $12,892.13; Claim# 3; Filed: $12,892.13 12,892.13	7100-000			0.00
			Dividend paid 100.00% on $41.78; Claim# 3I; Filed: $41.78 41.78	7990-000			0.00

ACCOUNT TOTALS	**301,000.00**	**301,000.00**	**$0.00**
Less: Bank Transfers	0.00	0.00	
Subtotal	**301,000.00**	**301,000.00**	
Less: Payments to Debtors		117,426.40	
NET Receipts / Disbursements	**$301,000.00**	**$183,573.60**	

Net Receipts :	301,000.00
Less Payments to Debtor :	117,426.40
Net Estate :	$183,573.60

TOTAL - ALL ACCOUNTS	Net Receipts	Net Disbursements	Account Balances
Checking # ******8666	**301,000.00**	**183,573.60**	**0.00**
	$301,000.00	**$183,573.60**	**$0.00**

Exhibit AK
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-02-24_Defendant ADR's Motion to Dismiss pursuant to 735 ILCS 5 2 615.pdf

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, U

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IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices; WILLIAM RANDAL BAUDIN II a/k/a Baudin & Baudin, Baudin & Baudin an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices; KELRAN, INC. a/k/a The Baudin Law Group, Ltd.; JOSEPH DAVID OLSEN a/k/a Yalden, Olsen & Willette Law Offices; CRAIG A WILLETTE a/k/a Yalden, Olsen & Willette Law Offices; RAPHAEL E YALDEN II a/k/a Yalden, Olsen & Willette Law Offices; ADR SYSTEMS OF AMERICA, LLC, assumed name ADR Commercial Services; ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, Defendants.	)	Case No. 2022 L 010905

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

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

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

FILED DATE: 3/9/2023 12:30 PM 2022L010905

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

2. In Paragraphs 2 and 3 of the Response, Plaintiffs claim, in substance, that the Trustee[1] who controlled Dulberg's Injury Claim was not truthful when he informed the Bankruptcy Count that Dulberg was a poor witness, that Dulberg did not want to go to trial on his Injury Claim, and that Dulberg wanted to enter into the ADR Binding Mediation Agreement. Whether the Trustee was truthful with the Bankruptcy Court, which approved the Trustee's entering into a Binding Mediation Agreement with ADR, is irrelevant to the issue of whether ADR breached that Binding Mediation Agreement (which the Trustee's special counsel signed).

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

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

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

Exhibit AL
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-09_Defendant ADR's Reply to Dulberg's Response to ADR's Motion To Dismiss..pdf

FILED DATE: 3/9/2023 12:30 PM 2022L010905

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

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

Respectfully submitted,

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman
One of Its Attorneys

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CERTIFICATE OF FILING AND SERVICE

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

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/s/ Robert A. Chapman

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www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-09_Defendant ADR's Reply to Dulberg's Response to ADR's Motion To Dismiss..pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.) No. 2022 L 010905
KELLY N. BAUDIN, et al.,)
Defendants.)

VIDEOCONFERENCE COURT HEARING

MAY 25TH, 2023
COMMENCING AT 10:30 A.M.

BEFORE: HONORABLE MICHAEL F. OTTO

REPORTED BY: Linda S. Idrizi, CSR NO. 84-3704.

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

APPEARANCES:

ALPHONSE TALARICO LAW OFFICES,
(707 Skokie Boulevard, Suite 600,
Northbrook, Illinois 60062), by:
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contact@lawofficeofalphonsetalarico.com,
appeared on behalf of the Plaintiff;

LEWIS BRISBOIS BISGAARD & SMITH, LLP,
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Chicago, Illinois 60661), by:
MR. JASON W. JOCHUM,
jason.jochum@lewisbrisbois.com,
appeared on behalf of Defendants;

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

APPEARANCES:

CHAPMAN SPINGOLA, LLP,
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MR. ROBERT CHAPMAN,
rchapman@chapmanspingola.com,
appeared on behalf of the Defendants;

AMUNDSEN DAVIS,
(150 North Michigan Avenue, Suite 3300,
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MS. MICHELLE E. Tinajero,
mtinajero@smithamundsen.com,
appeared on behalf of the Defendants.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: Good morning, everybody. This is Dulberg versus Baudin, 2022 L 10905. I'm Judge Michael Otto. We are up today for a hearing on a couple of different fully briefed motions to dismiss.

And then I believe I also need to set a briefing schedule on other motions that have been filed, but we will do all of that -- we will go through all of that after everybody introduces themselves for the record, please, starting with Plaintiff's counsel.

MR. TALARICO: Good morning, your Honor. Good morning, Counsel. My name is Alphonse Talarico. I represent the Plaintiff, Paul Dulberg.

THE COURT: And also the Dulberg Revocable Trust; correct?

MR. TALARICO: Correct, yes.

THE COURT: Okay. Who is here for any of the movants on the fully briefed motions?

MR. CHAPMAN: Good morning, your Honor. Robert Chapman on behalf of ADR Systems.

MR. JOCHUM: And good morning, your Honor. Jason Jochum, J-O-C-H-U-M, on behalf of the Defendants Joseph Olsen, Raphael Yalden and Craig

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Willette. And I am going to refer to them collectively as the Olsen Defendants, which we referred to them in our motions.

THE COURT: Good morning to everyone so far. And Miss Tinajero.

MS. TINAJERO: Good morning, Judge. Michelle Tinajero on behalf of Allstate.

THE COURT: Okay. And no one here for the Baudin Defendants at this time?

MR. TALARICO: Doesn't appear that way.

THE COURT: All right. We will cross that bridge when we come to it. Why don't we go ahead with the motions to dismiss that are up today for hearing. Unless the parties have agreed otherwise, I am fine with starting with ADR and going in alphabetical order.

I will say at the outset that as to both ADR's motion to dismiss and we are going to call it the Olsen Defendants, the Olsen Defendants' motion to dismiss, I have read all of the briefs, motion in response, reply, reviewed the exhibits that the parties have cited and considered the authority on which the parties have relied.

So nobody should feel that they need

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

to read their brief to me, but if anybody has anything they want to highlight, especially since we do have a court reporter here, I would, of course, give both sides a chance to be heard.

So, Mr. Chapman, you will have the first and last word on your motion. Please go ahead when you are ready.

MR. CHAPMAN: Thank you, your Honor. I will be very brief in light of the fact that you have reviewed everything.

From our perspective, your Honor, our motion is very straightforward. I am going to assume you know who ADR Systems is and that we are in the mediation and arbitration business.

There was a bankruptcy by Mr. Dulberg. The trustee assumed control of his personal injury claim. There was a motion presented in the bankruptcy court that approved a binding mediation at ADR Systems.

As Mr. Talarico states in Exhibit 10 to his complaint is a binding mediation agreement with ADR Systems, following which is executed by the Baudin attorneys.

It is unclear to me if Mr. Talarico is

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

disputing that Mr. Dulberg's signature is on the document, but that's neither here nor there as the bankruptcy court approved the mediation with a high-low agreement.

The mediation occurred. Judge Etchingham retired, oversaw the binding mediation. He entered an award of $560,000 in Mr. Dulberg's favor.

There was a high-low agreement. The bankruptcy court record, which the court can take judicial notice of, the payment was made by Allstate, I believe. The proceeds from the mediation were then distributed, including $117,000 to Mr. Dulberg.

In sum, we are in the mediation business. There was a mediation agreement. Judge Etchingham ruled consistent with the mediation agreement and the parties performed in accordance with that mediation agreement, which the bankruptcy court had directed the trustee to enter into as he saw necessary.

Under those circumstances, you Honor, I don't think there is any allegation in the complaint, as we state in our pleadings, that would

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

support any type of claim that ADR breached the agreement. It's that straightforward. There are no allegations of breach in the agreement.

THE COURT: Thank you, Mr. Chapman.

Mr. Talarico.

MR. TALARICO: A quick response, Judge. There were two agreements, two different exhibits attached to the complaint.

The breach that we are alleging is that ADR as a third-party to the contract breached their own terms.

The terms of which we are talking about specifically -- I don't have them in front of me, but what they require is that if a contract which has been made and -- made and it's gotten changed, it has to be -- the changes have to be approved by the parties and ADR.

There was a change. The terms of the contract are different. And there is no evidence of approval by ADR.

THE COURT: Mr. Talarico, the first contract was not executed.

MR. TALARICO: Correct.

THE COURT: So if I am understanding

Exhibit AM

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

correctly, your theory is that ADR is bound by the terms of the unexecuted contract and they breached the unexecuted contract by ultimately performing under the contract that the parties did execute.

MR. TALARICO: That's not exactly what I'm trying to say. I will try again, Judge, and forgive me if I am not being clear.

The unsigned one that was presented to the bankruptcy judge has a term in it. And the term -- one of the terms, which makes it very interesting, it says that payments have to be made on a scheduled basis. And one of the dates that's included is November 21st, 2016. I think I addressed that.

Now, the contract, we don't know yet whether there was a signed contract at that point, but the terms of the one that was presented to the bankruptcy court, okay, required, again, by November 21st, payments of somewhere around 2, $3,000 be made in advance.

I also believe that means under discovery there was a signed contract prior to the one that they -- that was presented on December 8th.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

A contract was presented on December 8th, the day of the hearing, but that also had the term you must pay -- I don't remember, 2 to $3,000 by November 21st.

Judge, how could there not have been a first contract if the December 8th one that they filed has a term requiring a payment of November 21st?

THE COURT: So, again, I'm not sure that that addresses the concern that I suspect was evident from my question.

You are seeking to hold them to an unsigned contract. Right now you are saying maybe there was a different signed contract and we just don't know, but you pled nothing about that.

MR. TALARICO: What I am trying to say was the contract that was presented to the bankruptcy judge was a contract that was on ADR's stationary. It had terms. It had money that ADR was entitled to. It had fees on it. All of those things got changed on the second contract.

THE COURT: I understand, but the first contract was never signed.

MR. TALARICO: We don't know that, Judge. We

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

know that that was the contract that was submitted.

THE COURT: Sure. So let me say it a different way. The only contract that you have presented as an exhibit to support your theory that there was a breach is an unsigned version?

MR. TALARICO: We presented the December 8th contract, also, Judge, that was signed. And that had --

THE COURT: Mr. Talarico, if you want to quibble --

MR. TALARICO: No, I don't. Not at all.

THE COURT: You understand the point that I am making, do you not?

MR. TALARICO: I'm not sure, Judge.

THE COURT: Wait a minute, Mr. Talarico. I will try to make it even more plain. You say that the contract that was presented to the bankruptcy court differed from the contract that was ultimately performed; correct?

MR. TALARICO: Correct.

THE COURT: But the bankruptcy court version of the contract, the version that was presented to the bankruptcy court, was unsigned; correct.

MR. TALARICO: Correct.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: Okay. Anything else?

MR. TALARICO: Yes. The one that was signed also had that same clause requiring payment by November 21st of that year where that contract, which is now a signed contract, took place on December 8th. I don't know how that can happen.

And, Judge, just one last sentence, that's all, and then I will end it. The terms -- it's not just the fact that it says November 21st, but that any changes to contracts have to be approved by ADR.

And the December 8th contract was not approved by ADR. It was signed and there was a hearing. It doesn't -- I don't understand how it could possibly be both.

THE COURT: How it could be both, what?

MR. TALARICO: The only contract requiring a payment of dollars weeks or months in advance of the contract being signed.

THE COURT: Okay. Thank you.

Mr. Chapman, you have the last word, if you wish.

MR. CHAPMAN: Your Honor, unless you have any questions, we will just rely on our briefs.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: That's fine. Thank you, Mr. Chapman.

The motion is granted. I do not see any sufficient allegations of breach of any term of the contract against ADR in the complaint as pled.

The notion that they are bound by a contract which was unsigned is untenable. And the complete speculation that there was a previous signed version of the contract is just that. Not only is it speculation, but it doesn't even appear in the complaint. The motion is granted.

MR. CHAPMAN: Your Honor, thank you very much. I think I have stated both in my initial brief and my reply brief that we would like the dismissal to be with prejudice.

I can't imagine any allegations that would allow this -- a claim to go forward. And we would like it to be with prejudice, to have the requisite Rule 304(A) language since there are other claims still pending.

THE COURT: I am skeptical, as well, but I think it's fair to give the Plaintiffs an opportunity to replead, if they have grounds for asserting some of the theories or some of the facts

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

that were alluded to today, I will give leave to replead it. At this time I am not going to dismiss it with prejudice. I will give 21 days to replead.

MR. CHAPMAN: Thank you, your Honor.

THE COURT: All right. Thank you.

Let's move to the Olsen Defendants' motion to dismiss. Let's see, Mr. Jochum, again, I have read motions, response and reply, but I do want to give both sides a chance to be heard. You will have the first and last word. Please go ahead when you are ready.

MR. JOCHUM: Thank you, your Honor. Similar to Mr. Chapman, I will just have a few, brief arguments, and then if your Honor has any questions, I am glad to address them.

Plainly put, the Olsen Defendants were appointed as a bankruptcy trustee of Mr. Dulberg's bankruptcy in August of 2016.

There was an approval of the mediation agreement October 31st, 2016, by the bankruptcy court that Mr. Olsen presented. And the mediation occurred on December 8th, 2016 with the award entered on December 12th, 2016.

As we noted in our motion to dismiss,

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

this claim is barred by the statute of limitations and the statute of repose. There is no question of fact that Mr. Dulberg knew of his injury and that it was allegedly wrongfully caused when the award was entered on December 12th of 2016.

In fact, he emailed the Baudin Defendants' attorneys as noted in Paragraph 57 of his complaint. "You guys did good. I just feel like I gave these people $261,000." I am paraphrasing, but that's essentially what he stated.

He knew of his injury. He knew he was coerced into participating into this mediation. His claim arose then. He didn't file suit within two years.

I just want to briefly address two points raised in the response brief. Mr. Dulberg argues that disability should toll the statute of limitations and the statute of repose.

That is just -- being deemed disabled by the Social Security Administration is not legally disabled as noted by a significant amount of Illinois case law.

And I would just point out that if

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Mr. Dulberg was disabled, he could not even bring the present suit because he is legally disabled.

Mr. Dulberg also cites to Carlson, that is not applicable to this case. There is no question of fact that Mr. Dulberg's injury occurred in 2016, that he knew it, and he failed to file suit within two years.

Briefly on the statute of repose, the only act or omission alleged by -- against the Olsen Defendants occurred on October 31st, 2016, and the complaint filed more than six years later is not timely.

So unless your Honor has any questions, we will stand on our briefs and the arguments therein.

THE COURT: Do you want to address the Barton Doctrine at all or just rest on the briefs for it?

MR. JOCHUM: Your Honor, I could bring it up, but I think the statute of limitations and the statute of repose arguments are fairly dispositive.

Barton, there is no -- we have done extensive research on it. There actually is no Illinois case we have found deciding whether the Barton Doctrine applies or how an Illinois court

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

has applied it; however, the 3rd, 4th and 7th Circuits have held that the debtor must have permission for the bankruptcy court to bring suit against a trustee.

I know Mr. Talarico has cited to an 11th Circuit case that holds otherwise. We would state that the Court should follow the holdings of the 3rd, 4th and 7th Circuit which are more dispositive on the issue, especially the 7th Circuit as that is based here in Chicago.

THE COURT: Fair enough. Thank you, Mr. Jochum.

Mr. Talarico?

MR. TALARICO: Thank you, Judge. As to the Barton Doctrine, the purpose of the Barton Doctrine as we have cited is to recognize the superiority of the bankruptcy court in other related matters, but once the bankruptcy court has finished its business, it no longer has jurisdiction.

The Barton Doctrine cannot -- a person cannot go ask a court that is not in existence for permission. That's as simple as I can make it.

The jurisdiction is no longer there. So the request to the bankruptcy court, which no

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

longer has jurisdiction, is a nonentity, something that can't be done or shouldn't be done.

THE COURT: Bankruptcy cases are re-opened all the time.

MR. TALARICO: But this one -- they may be, Judge, but this one was not re-opened. Are you saying -- well, whatever. Okay. Yes, sir.

THE COURT: Okay. Did you have anything else you wanted to add, Mr. Talarico?

MR. TALARICO: Oh, the statute of limitations argument. The statute of limitations when linked with fraud by deception, including attorneys who are doing fraud by deception, there is a five-year statute from discovery.

The discovery was made on October 22nd, 2022 when ADR submitted to me by my request a contract different than what was presented to the bankruptcy court. The allegations are fraud and fraud by deception.

THE COURT: The allegations against Olsen, Willette and Yalden have what to do with the purported contract switch --

MR. TALARICO: That has to do with the fact -- what I am arguing about with Olsen is that

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

they claim that they had nothing -- the individual Defendants, Yalden and Willette, had nothing to do with the case, the bankruptcy case, yet the trustee applied and asked for and was paid money for their services. I don't see how they can be paid for something they didn't do.

THE COURT: My question must have been unclear. What of your allegations of wrongdoing against Olsen, Willette and/or Yalden have anything to do with the purportedly improper change in terms of the ADR contract?

MR. TALARICO: The fact that they, Olsen related to the bankruptcy judge that Mr. Dulberg did not want to go forward with the case, the trial, to a jury trial, and that he was -- he acknowledged himself to be a poor witness such that ADR was his choice to go forward.

The trustee also in the hearing when he brought this motion said he didn't want to micromanage. And the last fact is this was a positive bankruptcy, a rarity, where, yes, the estate -- the trustee had control of the estate and the estate's action, but by relinguishing it and by the fact that Dulberg also was a taker from that

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

estate, he had -- and they said they are relying on what he wants to make a decision.

They say he wants to go to ADR. He wants -- they are abandoning to a certain degree the control of that case. And that's based on a lie that was presented to the judge that this was the individual, Dulberg's, desire. So I think that's fraud.

THE COURT: First, it's not fraud against Mr. Dulberg. At most, if true, it would be fraud on the bankruptcy court.

Leaving that aside, all of that occurred in October of 2016. So even if I agreed with you that in theory that this complaint sounds in fraud, you still blew the five-year statute of limitations because 2016 is more than five years before you filed the suit.

MR. TALARICO: Not five years from when he knew about it, knew about the fraud.

THE COURT: He knew about everything that you just said when it happened because it happened in open court.

The production of a different ADR contract didn't suddenly reveal to him everything

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

that you just said was the wrongdoing that you are claiming the Olsen Defendants committed.

That's why I tried to ask you very specifically and clearly and more than once what, if anything, does the changed -- purportedly changed, purportedly improperly changed ADR contract have to do with anything that any of these Defendants are alleged to have done.

You didn't answer that, but you told me everything that you claim they did wrong and all of that happened in 2016.

And I don't see what possible relevance the purported 2022 production of the changed terms, quote/unquote, ADR contract had to do with any of it.

MR. TALARICO: Your Honor, I have nothing further to say.

THE COURT: Okay. Thank you, Mr. Talarico.

MR. TALARICO: You're welcome.

THE COURT: Mr. Jochum, you have the last word, if you wish.

MR. JOCHUM: I would just like to point out Adverston versus Riseburrow, all claims against an attorney are subject to 735 ILCS 5/13-214.3.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Mr. Talarico's assertion of fraud and how the statute of limitations applies is incorrect. And I have nothing further, your Honor.

THE COURT: All right. Thank you both.

This motion is granted with prejudice. First, I agree with Mr. Jochum that the relevant statute of limitations is that for attorney's conduct, the two year statute of limitations, six year statute of repose.

By those measures, by both of those measures, the complaint is untimely as to these Defendants and is subject to dismissal.

The Plaintiffs have argued fraudulent concealment, but I see nothing having been fraudulently concealed as far as the wrongdoing that these Defendants are alleged to have committed. I see no basis for tolling the statute of limitations.

And as to the argument in the alternative set out in the brief that the Plaintiff, Mr. Dulberg, individually is under a legal disability that would toll the statute of limitations, again, I agree with the movants, the Defendants, that that is incorrect.

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

The brief itself notes that Section 1.06 of the statute on statutes defines a person under legal disability is a person who -- well, I don't need to read the whole thing, but essentially it refers to individuals who because of mental deterioration or physical incapacity, mental illness, are unable or at least not fully able to manage their person or estates.

There is no suggestion whatsoever in the complaint or any of the exhibits to it or the exhibits to the response that that applies to Mr. Dulberg.

As Mr. Jochum pointed out, if it did apply to him, given the representation that he remains disabled, there would be another reason to dismiss the case because he would be incapable, legally incapable of moving forward at the present time.

So, again, I don't see any basis for tolling the statute of limitations based on that argument.

As to -- and as I discussed with Mr. Talarico, even if the five year statute of limitations were to apply, for purposes of

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

argument, which, again, I do not believe it does, still the actions took place and the Defendant -- pardon me, the Plaintiffs were aware of the harm more than five years before the complaint was filed and it would still be subject to dismissal on limitations grounds.

In addition, as an alternate basis for dismissal, the Barton Doctrine as applied by the 7th Circuit, among others, I believe is appropriately invoked here.

Although, it may very well be true, and it is true apparently, that the bankruptcy case has been closed, it's routinely and possible to re-open the bankruptcy case. That happens for a host of reasons and the Plaintiff has presented no argument or suggestion why if he wished to pursue a cause of action against the movants, he could have sought to reopen and sought leave for the bankruptcy court to do so.

I think ordinarily the court then appoints an official, whether it be a trustee in this case or a receiver, ordinarily claims against those individuals appointed by the court need to be approved at a minimum by the court that appointed

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

the individuals. And the Barton Doctrine is the bankruptcy specific manifestation of that generally accepted principle.

So this motion is granted with prejudice. And I will provide 304(A) language in the order. I do find that there is no just cause for delay, enforcement or appeal of this order. And so 304(A) language should be included in the written order memorializing today's proceedings.

All right. So then let's move, please, to the other Defendants for the moment. I know that I do need to give a deadline for the Plaintiff to replead against ADR Systems, if the Plaintiffs choose to do so, but I do want to first ask Miss Tinajero, I believe that you filed a motion to dismiss on behalf of Allstate. Am I correct about that?

MS. TINAJERO: So, Judge, we -- let me double check really quick. We answered the complaint. We have not filed a motion to dismiss. We may file a dispositive motion in the future, but no. We have nothing on file as of today.

THE COURT: Okay. And as we noted earlier, there is not anyone here on behalf of Defendants

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Kelly Baudin, William Randal Baudin II or Kelran, Incorporated, which surprises me, but is anyone here able to represent whether those individuals had filed a responsive pleading on the schedule set by this Court's order of March 28th?

MR. TALARICO: They have filed a motion to dismiss based on 2-619(1).

THE COURT: Okay. Thank you. Have we already set a briefing schedule on that? I don't believe so.

MR. TALARICO: Yes, we have, Judge.

THE COURT: Okay. On the Baudin motion to dismiss?

MR. TALARICO: Yes.

THE COURT: Okay. Well, then that briefing schedule will stand. I think it probably makes sense, and I imagine this might be a little bit frustrating for Mr. Chapman on behalf of ADR, but I think it probably makes sense for me to hear that final motion to dismiss before setting a deadline for the Plaintiffs to file an amended complaint, if they elect to do so, against ADR so Mr. Talarico knows exactly what he has to replead and doesn't have to replead more than once.

Exhibit AM
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

MR. CHAPMAN: Your Honor, if you don't mind me interrupting only because I am looking at the May 18th order. And the Baudin Defendants' motion is set for July 31, 2023. Do you want to just have a status on that, on that date on the ADR, the complaint as it is to ADR?

THE COURT: The July 31 date, can you tell me the time? I don't have that order in front of me.

MR. CHAPMAN: Sure. 9:45 a.m.

THE COURT: So that's for status on disposition?

MR. TALARICO: Yes, your Honor.

MR. CHAPMAN: Yes.

THE COURT: Yes, that will be for status, but Mr. Talarico, just to be abundantly clear, I am not requiring you to replead against ADR before that July date. I think it's fairest to hear that last motion to dismiss, as well, and then we can get one amended complaint depending on the ruling on that motion.

MR. CHAPMAN: I will just indicate that the matter -- I am just looking at a draft order I have been working one. I will say the matter as to ADR is continued for status to July 31 at 9:45 a.m.

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: Yes.

MR. CHAPMAN: Okay. Thank you.

THE COURT: All right. Are there any other outstanding matters that it would be helpful for us to address this morning? Mr. Talarico, I will ask you first?

MR. TALARICO: No, your Honor.

THE COURT: Anybody else?

MR. CHAPMAN: Your Honor, on housekeeping, is it -- I would suggest that we have two separate orders because of the 304(A) language.

THE COURT: Agree.

MR. CHAPMAN: So I will submit an order to the court for ADR.

THE COURT: I think having two separate orders makes abundant sense with 304(A) language on one and not the other.

And they don't really need to say much more since we do have a court reporter transcribing the proceedings than that the motions are granted respectively without and with prejudice for the reasons stated on the record.

Thank you all and I will see you July 26th.

Exhibit AM

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

MR. JOCHUM: Thank you, your Honor.

MR. CHAPMAN: Thank you.

MR. TALARICO: Thank you, Judge, and counsel.

MS. TINAJERO: Thank you.

THE COURT: Have a good day, everyone. Thank you.

(WHICH WERE ALL THE PROCEEDINGS HAD IN THE ABOVE-ENTITLED CAUSE ON THIS DATE.)

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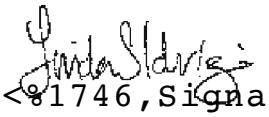
FILED DATE: 2/24/2025 7:50 PM 2022L010905

I, LINDA S. IDRIZI, a Certified Shorthand Reporter of the State of Illinois, CSR No. 84-3704, do hereby certify that I reported in shorthand the proceedings had in the aforesaid matter, and that the foregoing is a true, complete and correct transcript of the proceedings had as appears from my stenographic notes so taken and transcribed under my personal direction.

IN WITNESS WHEREOF, I do hereunto set my hand this 31st day of May, 2023.



<%1746,Signature%>

LINDA S. IDRIZI, CSR

CSR No. 84-3704.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

&

& 2:10

0

010905 1:8

1

1 26:7
1.06 23:2
10 6:20
10905 4:2
10:30 1:17
117,000 7:13
11th 17:6
12th 14:23 15:5
150 3:11
1746 30:15
18th 27:3
190 3:4

2

2 9:19 10:3
2-619 26:7
2016 9:13 14:18,20,22,23 15:5 16:6,10 20:13,16 21:11
2022 1:8 4:2 18:16 21:13
2023 1:16 27:4 30:13
21 14:3
21st 9:13,19 10:4,8 12:4,9
22nd 18:16
25th 1:16
261,000 15:9
26th 28:24
28th 26:5

3

3,000 9:20 10:3
300 2:11
304 13:19 25:5 25:8 28:11,16
31 27:4,7,24
31st 14:20 16:10 30:13
3300 3:11
3850 3:4
3rd 17:1,8

4

4th 17:1,8

5

5/13-214.3. 21:24
550 2:11
560,000 7:7
57 15:7

6

600 2:4
60062 2:5
60601 3:12
60603 3:5
60661 2:12

7

707 2:4
735 21:24
7th 17:1,8,9 24:9

8

84-3704 1:24 30:5,17
8th 9:24 10:2,6 11:6 12:6,12 14:22

9

9:45 27:9,24

a

a.m. 1:17 27:9 27:24
abandoning 20:4
able 23:7 26:3
above 29:8
abundant 28:16
abundantly 27:15
accepted 25:3
accordance 7:18
acknowledged 19:16
act 16:9
action 19:23 24:17
actions 24:2
actually 16:22
adams 2:11
add 18:9
addition 24:7
address 14:15 15:16 16:16 28:5
addressed 9:14
addresses 10:10
administration 15:21
adr 4:21 5:15 6:13,19,22 8:1 8:10,17,20 9:1 10:19 12:11,13 13:5 18:16 19:11,17 20:3 20:23 21:6,14 25:13 26:18,22 27:5,6,16,23 28:14
adr's 5:18 10:18
advance 9:20 12:18
adverston 21:23
aforesaid 30:7
agree 22:6,23 28:12
agreed 5:14 20:13
agreement 6:21 7:4,9,16,18,19 8:2,3 14:20
agreements 8:7
ahead 5:12 6:7 14:10
al 1:9

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

allegation 7:23
allegations 8:3 13:4,16 18:18 18:20 19:8
alleged 16:9 21:8 22:16
allegedly 15:4
alleging 8:9
allow 13:17
allstate 5:7 7:12 25:16
alluded 14:1
alphabetical 5:16
alphonse 2:3,6 4:13
alternate 24:7
alternative 22:20
amended 26:21 27:19
amount 15:22
amundsen 3:10
answer 21:9
answered 25:19
anybody 6:1 28:8
apparently 24:12
appeal 25:7
appear 5:10 13:10
appearances 2:1 3:1
appeared 2:8 2:15 3:8,15
appears 30:9
applicable 16:4
applied 17:1 19:4 24:8
applies 16:24 22:2 23:11
apply 23:14,24
appointed 14:17 24:23,24
appoints 24:21
appropriately 24:10
approval 8:20 14:19
approved 6:18 7:3 8:17 12:11 12:13 24:24
arbitration 6:14
argued 22:13
argues 15:18
arguing 18:24
argument 18:11 22:19 23:21 24:1,16
arguments 14:14 16:15,20
arose 15:14
aside 20:12
asked 19:4
asserting 13:24
assertion 22:1
assume 6:13
assumed 6:16
attached 8:8
attorney 21:24
attorney's 22:7
attorneys 6:23 15:7 18:12
august 14:18
authority 5:23
avenue 3:11
award 7:7 14:22 15:4
aware 24:3

b

bankruptcy 6:15,18 7:3,10 7:19 9:9,18 10:17 11:17,21 11:23 14:17,18 14:20 17:3,17 17:18,24 18:3 18:18 19:3,13 19:21 20:11 24:12,14,19 25:2
barred 15:1
barton 16:16 16:21,24 17:15 17:15,20 24:8 25:1
based 17:10 20:5 23:20 26:7
basis 9:12 22:17 23:19 24:7
baudin 1:9 4:2 5:9 6:23 15:6 26:1,1,12 27:3
behalf 2:8,15 3:8,15 4:21,23 5:7 25:16,24 26:18
believe 4:6 7:12 9:21 24:1,9 25:15 26:10
binding 6:18 6:21 7:6
bisgaard 2:10
bit 26:17
blew 20:15
boulevard 2:4
bound 9:1 13:6
breach 8:3,9 11:5 13:4
breached 8:1 8:10 9:2
bridge 5:12
brief 6:1,9 13:14,14 14:13 15:17 22:20 23:1
briefed 4:4,19
briefing 4:7 26:9,15
briefly 15:16 16:8
briefs 5:20 12:24 16:14,17

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

bring 16:1,18 17:3
brisbois 2:10
brought 19:19
business 6:14 7:16 17:19

c

c 4:23
call 5:19
carlson 16:3
case 15:23 16:4 16:23 17:6 19:3,3,14 20:5 23:16 24:12,14 24:22
cases 18:3
cause 24:17 25:6 29:8
caused 15:4
certain 20:4
certified 30:4
certify 30:6
chance 6:4 14:9
change 8:18 19:10
changed 8:16 10:21 21:5,6,6 21:14
changes 8:16 12:10
chapman 3:3,6 4:20,21 6:5,8 8:4 12:21,23 13:2,12 14:4 14:13 26:18 27:1,9,13,21 28:2,9,13 29:2
chapmanspin... 3:7
check 25:19
chicago 2:12 3:5,12 17:10
choice 19:17
choose 25:14
circuit 1:1 17:6 17:8,10 24:9
circuits 17:2
circumstances 7:22
cited 5:22 17:5 17:16
cites 16:3
claim 6:17 8:1 13:17 15:1,14 19:1 21:10
claiming 21:2
claims 13:20 21:23 24:22
clause 12:3
clear 9:7 27:15
clearly 21:4
closed 24:13
coerced 15:13
collectively 5:2
come 5:12
commencing 1:17
committed 21:2 22:17
complaint 6:21 7:24 8:8 13:5 13:11 15:8 16:11 20:14 22:11 23:10 24:4 25:19 26:21 27:6,19
complete 13:8 30:8
concealed 22:15
concealment 22:14
concern 10:10
conduct 22:8
considered 5:22
consistent 7:17
contact 2:7
continued 27:24
contract 8:10 8:14,19,21 9:2 9:3,4,15,16,22 10:1,6,13,14,17 10:18,21,23 11:1,3,7,17,18 11:22 12:4,5 12:12,17,19 13:5,7,9 18:17 18:22 19:11 20:24 21:7,14
contracts 12:10
control 6:16 19:22 20:5
cook 1:1
correct 4:16,17 8:23 11:19,20 11:23,24 25:17 30:8
correctly 9:1
counsel 4:11,13 29:3
county 1:1,2
couple 4:4
course 6:4
court 1:1,14 4:1,15,18 5:4,8 5:11 6:3,18 7:3 7:10,10,20 8:4 8:21,24 9:18 10:9,22 11:2,9 11:12,15,18,21 11:21,23 12:1 12:16,20 13:1 13:21 14:5,21 16:16,24 17:3 17:7,11,17,18 17:21,24 18:3 18:8,18,20 19:7 20:9,11 20:20,22 21:18 21:20 22:4 24:19,20,23,24 25:23 26:8,12 26:15 27:7,10 27:14 28:1,3,8 28:12,14,15,19 29:5

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

court's 26:5
craig 4:24
cross 5:11
csr 1:24 30:5 30:16,17

d

date 27:5,7,17 29:9
dates 9:12
davis 3:10
day 10:2 29:5 30:13
days 14:3
deadline 25:12 26:20
debtor 17:2
december 9:23 10:1,6 11:6 12:6,12 14:22 14:23 15:5
deception 18:12,13,19
deciding 16:23
decision 20:2
deemed 15:20
defendant 24:2
defendants 1:10 2:15 3:8 3:15 4:24 5:2,9 5:19,19 14:6 14:16 15:7 16:10 19:2 21:2,8 22:12 22:16,24 25:11 25:24 27:3
defines 23:2
degree 20:4
delay 25:7
department 1:2
depending 27:19
desire 20:7
deterioration 23:6
differed 11:18
different 4:4 8:7,19 10:14 11:3 18:17 20:23
directed 7:20
direction 30:11
disability 15:18 22:22 23:3
disabled 15:20 15:22 16:1,2 23:15
discovery 9:22 18:14,15
discussed 23:22
dismiss 4:5 5:13,18,20 14:2,7,24 23:16 25:16,20 26:7,13,20 27:18
dismissal 13:15 22:12 24:5,8
disposition 27:11
dispositive 16:20 17:9 25:21
disputing 7:1
distributed 7:13
division 1:2
doctrine 16:17 16:24 17:15,15 17:20 24:8 25:1
document 7:2
doing 18:13
dollars 12:18
double 25:18
draft 27:22
dulberg 1:4,5 4:2,14,15 6:15 7:14 15:3,17 16:1,3 19:13 19:24 20:10 22:21 23:12
dulberg's 7:1,7 14:17 16:5 20:7

e

e 3:13
earlier 25:23
elect 26:22
emailed 15:6
enforcement 25:7
enter 7:20
entered 7:7 14:23 15:5
entitled 10:19 29:8
especially 6:2 17:9
essentially 15:10 23:4
estate 19:22,22 20:1
estate's 19:23
estates 23:8
et 1:9
etchingham 7:6 7:17
everybody 4:1 4:9
evidence 8:19
evident 10:10
exactly 9:5 26:23
execute 9:4
executed 6:22 8:22
exhibit 6:20 11:4
exhibits 5:21 8:7 23:10,11
existence 17:21
extensive 16:22

f

f 1:19
fact 6:9 12:9 15:3,6 16:5 18:24 19:12,20 19:24

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

facts 13:24
failed 16:6
fair 13:22 17:11
fairest 27:17
fairly 16:20
far 5:4 22:15
favor 7:8
feel 5:24 15:8
fees 10:20
file 15:14 16:6 25:20,22 26:21
filed 4:8 10:7 16:11 20:17 24:4 25:15,20 26:4,6
final 26:20
find 25:6
fine 5:15 13:1
finished 17:18
first 6:6 8:21 10:6,22 14:10 20:9 22:6 25:14 28:6
five 18:13 20:15,16,18 23:23 24:4
follow 17:7
following 6:22
foregoing 30:8
forgive 9:7
forward 13:17 19:14,17 23:17
found 16:23
fraud 18:12,13 18:18,19 20:8 20:9,10,15,19 22:1
fraudulent 22:13
fraudulently 22:15
front 8:13 27:8
frustrating 26:18
fully 4:4,19 23:7
further 21:17 22:3
future 25:21

g

generally 25:2
give 6:4 13:22 14:1,3,9 25:12
given 23:14
glad 14:15
go 4:8 5:12 6:6 13:17 14:10 17:21 19:14,17 20:3
going 5:1,15,18 6:12 14:2
good 4:1,12,13 4:20,22 5:4,6 15:8 29:5
gotten 8:15
granted 13:3 13:11 22:5 25:4 28:20
grounds 13:23 24:6
guys 15:8

h

h 4:23
hand 30:13
happen 12:6
happened 20:21,21 21:11
happens 24:14
harm 24:3
hear 26:19 27:17
heard 6:4 14:9
hearing 1:14 4:3 5:14 10:2 12:14 19:18
held 17:2
helpful 28:4
hereunto 30:12
high 7:4,9
highlight 6:2
hold 10:12
holdings 17:7
holds 17:6
honor 4:12,20 4:22 6:8,11 7:22 12:23 13:12 14:4,12 14:14 16:13,18 21:16 22:3 27:1,12 28:7,9 29:1
honorable 1:19
host 24:15
housekeeping 28:9

i

idrizi 1:24 30:4 30:16
ii 26:1
ilcs 21:24
illinois 1:1 2:5 2:12 3:5,12 15:23 16:23,24 30:5
illness 23:7
imagine 13:16 26:17
improper 19:10
improperly 21:6
incapable 23:16,17
incapacity 23:6
included 9:13 25:8
including 7:13 18:12
incorporated 26:2
incorrect 22:3 22:24
indicate 27:21
individual 19:1 20:7
individually 1:4 22:21

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

individuals 23:5 24:23 25:1 26:3
initial 13:13
injury 6:16 15:3,12 16:5
interesting 9:11
interrupting 27:2
introduces 4:9
invoked 24:10
issue 17:9

j

j 4:23
jason 2:13 4:23
jason.jochum 2:14
jochum 2:13 4:22,23 14:7 14:12 16:18 17:12 21:20,22 22:6 23:13 29:1
joseph 4:24
judge 4:2 5:6 7:5,16 8:6 9:6 9:9 10:5,18,24 11:7,14 12:7 17:14 18:6 19:13 20:6 25:18 26:11 29:3
judicial 7:11
july 27:4,7,17 27:24 28:23
jurisdiction 17:19,23 18:1
jury 19:15

k

kelly 1:9 26:1
kelran 26:1
knew 15:3,12 15:12 16:6 20:19,19,20
know 6:13 9:15 10:15,24 11:1 12:6 17:5 25:12
knows 26:23

l

l 1:8 4:2
language 13:19 25:5,8 28:11 28:16
lasalle 3:4
law 1:2 2:3 15:23
lawofficeofal... 2:7
leave 14:1 24:18
leaving 20:12
legal 22:22 23:3
legally 15:22 16:2 23:17
lewis 2:10
lewisbrisbois... 2:14
lie 20:6
light 6:9
limitations 15:1,19 16:19 18:10,11 20:16 22:2,7,8,18,23 23:20,24 24:6
linda 1:24 30:4 30:16
linked 18:11
little 26:17
llp 2:10 3:3
longer 17:19,23 18:1
looking 27:2,22
low 7:4,9

m

m 4:23
made 7:11 8:15 8:15 9:11,20 18:15
make 11:16 17:22 20:2
makes 9:10 26:16,19 28:16
making 11:13
manage 23:8
manifestation 25:2
march 26:5
matter 27:22 27:23 30:7
matters 17:17 28:4
means 9:21
measures 22:10 22:11
mediation 6:14 6:18,21 7:3,5,6 7:13,15,16,17 7:19 14:19,21 15:13
memorializing 25:9
mental 23:5,6
michael 1:19 4:3
michelle 3:13 5:6
michigan 3:11
micromanage 19:20
mind 27:1
minimum 24:24
minute 11:15
moment 25:11
money 10:19 19:4
months 12:18
morning 4:1,12 4:13,20,22 5:4 5:6 28:5
motion 5:18,20 5:21 6:6,12,17 13:3,11 14:7 14:24 19:19

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

22:5 25:4,16 25:20,21 26:6 26:12,20 27:3 27:18,20
motions 4:4,7 4:19 5:3,13 14:8 28:20
movants 4:19 22:23 24:17
move 14:6 25:10
moving 23:17
mtinajero 3:14

n

n 1:9
name 4:13
necessary 7:21
need 4:6 5:24 23:4 24:23 25:12 28:18
neither 7:2
never 10:23
nonentity 18:1
north 3:11
northbrook 2:5
noted 14:24 15:7,22 25:23
notes 23:1 30:10
notice 7:11
notion 13:6
november 9:13 9:19 10:4,7 12:4,9

o

o 4:23
occurred 7:5 14:22 16:5,10 20:13
october 14:20 16:10 18:15 20:13
offices 2:3
official 24:21
oh 18:10
okay 4:18 5:8 9:18 12:1,20 18:7,8 21:18 25:23 26:8,12 26:15 28:2
olsen 4:24 5:2 5:19,19 14:6 14:16,21 16:10 18:20,24 19:9 19:12 21:2
omission 16:9
once 17:18 21:4 26:24
open 20:22 24:14
opened 18:3,6
opportunity 13:23
order 5:16 25:6 25:7,9 26:5 27:3,8,22 28:13
orders 28:11,16
ordinarily 24:20,22
otto 1:19 4:3
outset 5:17
outstanding 28:4
oversaw 7:6
own 8:11

p

paid 19:4,5
paragraph 15:7
paraphrasing 15:10
pardon 24:3
participating 15:13
parties 5:14,22 5:23 7:18 8:17 9:4
party 8:10
paul 1:4,5 4:14
pay 10:3
payment 7:11 10:7 12:3,18
payments 9:11 9:19
pending 13:20
people 15:9
performed 7:18 11:19
performing 9:3
permission 17:3,22
person 17:20 23:2,3,8
personal 6:16 30:11
perspective 6:11
physical 23:6
place 12:5 24:2
plain 11:16
plainly 14:16
plaintiff 2:8 4:14 22:21 24:15 25:13
plaintiff's 4:11
plaintiffs 1:7 13:22 22:13 24:3 25:14 26:21
pleading 26:4
pleadings 7:24
please 4:10 6:6 14:10 25:11
pled 10:15 13:5
point 9:16 11:12 15:24 21:22
pointed 23:13
points 15:17
poor 19:16
positive 19:21
possible 21:12 24:13
possibly 12:15
prejudice 13:15,18 14:3

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

22:5 25:5 28:21
present 16:2 23:17
presented 6:17 9:8,17,23 10:1 10:17 11:4,6 11:17,22 14:21 18:17 20:6 24:15
previous 13:8
principle 25:3
prior 9:22
probably 26:16 26:19
proceedings 25:9 28:20 29:7 30:7,9
proceeds 7:12
production 20:23 21:13
provide 25:5
purported 18:22 21:13
purportedly 19:10 21:5,6
purpose 17:15
purposes 23:24
pursue 24:16
put 14:16

q

question 10:11 15:2 16:5 19:7
questions 12:24 14:15 16:14
quibble 11:10
quick 8:6 25:19
quote 21:14

r

r 1:4,5
raised 15:17
randal 26:1
raphael 4:24
rarity 19:21
rchapman 3:7
read 5:20 6:1 14:8 23:4
ready 6:7 14:11
really 25:19 28:18
reason 23:15
reasons 24:15 28:22
receiver 24:22
recognize 17:16
record 4:10 7:10 28:22
refer 5:1
referred 5:3
refers 23:5
related 17:17 19:13
relevance 21:13
relevant 22:6
relied 5:23
relinguishing 19:23
rely 12:24
relying 20:1
remains 23:15
remember 10:3
reopen 24:18
replead 13:23 14:2,3 25:13 26:23,24 27:16
reply 5:21 13:14 14:8
reported 1:24 30:6
reporter 6:3 28:19 30:5
repose 15:2,19 16:8,20 22:9
represent 4:14 26:3
representation 23:14
request 17:24 18:16
require 8:14
required 9:18
requiring 10:7 12:3,17 27:16
requisite 13:19
research 16:22
respectively 28:21
response 5:21 8:6 14:8 15:17 23:11
responsive 26:4
rest 16:17
retired 7:6
reveal 20:24
reviewed 5:21 6:10
revocable 1:6 4:15
right 5:11 10:13 14:5 22:4 25:10 28:3
riseburrow 21:23
robert 3:6 4:21
routinely 24:13
rule 13:19
ruled 7:17
ruling 27:19

s

s 1:24 30:4,16
saw 7:21
saying 10:13 18:7
says 9:11 12:9
schedule 4:7 26:4,9,16
scheduled 9:12
second 10:21
section 23:1
security 15:21
see 13:3 14:7 19:5 21:12 22:14,17 23:19 28:23

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

seeking 10:12
sense 26:17,19 28:16
sentence 12:7
separate 28:10 28:15
services 19:5
set 4:6 22:20 26:4,9 27:4 30:12
setting 26:20
shorthand 30:4 30:6
sides 6:4 14:9
signature 7:1 30:15
signed 9:16,22 10:14,23 11:7 12:2,5,13,19 13:9
significant 15:22
similar 14:12
simple 17:22
sir 18:7
six 16:11 22:8
skeptical 13:21
skokie 2:4
smith 2:10
smithamunds... 3:14
social 15:21
sought 24:18 24:18
sounds 20:14
south 3:4
specific 25:2
specifically 8:13 21:4
speculation 13:8,10
spingola 3:3
stand 16:14 26:16
starting 4:10 5:15
state 7:24 17:7 30:5
stated 13:13 15:11 28:22
states 6:20
stationary 10:18
status 27:5,10 27:14,24
statute 15:1,2 15:18,19 16:8 16:19,20 18:10 18:11,14 20:15 22:2,7,8,9,17 22:22 23:2,20 23:23
statutes 23:2
stenographic 30:10
straightforward 6:12 8:2
street 2:11 3:4
subject 21:24 22:12 24:5
submit 28:13
submitted 11:1 18:16
suddenly 20:24
sufficient 13:4
suggest 28:10
suggestion 23:9 24:16
suit 15:14 16:2 16:7 17:3 20:17
suite 2:4,11 3:4 3:11
sum 7:15
superiority 17:16
support 8:1 11:4
sure 10:9 11:2 11:14 27:9
surprises 26:2
suspect 10:10
switch 18:22
systems 4:21 6:13,19,22 25:13

t

take 7:10
taken 30:10
taker 19:24
talarico 2:3,6 4:12,14,17 5:10 6:20,24 8:5,6,21,23 9:5 10:16,24 11:6 11:9,11,14,15 11:20,24 12:2 12:17 17:5,13 17:14 18:5,9 18:10,23 19:12 20:18 21:16,18 21:19 23:23 26:6,11,14,22 27:12,15 28:5 28:7 29:3
talarico's 22:1
talking 8:12
tell 27:7
term 9:9,10 10:3,7 13:4
terms 8:11,12 8:18 9:2,10,17 10:19 12:8 19:10 21:14
thank 6:8 8:4 12:20 13:1,12 14:4,5,12 17:11,14 21:18 22:4 26:8 28:2 28:23 29:1,2,3 29:4,5
theories 13:24
theory 9:1 11:4 20:14
thing 23:4
things 10:20
think 7:23 9:13 13:13,22 16:19

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

20:7 24:20 26:16,19 27:17 28:15
third 8:10
time 5:9 14:2 18:4 23:18 27:8
timely 16:12
tinajero 3:13 5:5,6,7 25:15 25:18 29:4
today 4:3 5:13 14:1 25:22
today's 25:9
told 21:9
toll 15:18 22:22
tolling 22:17 23:20
took 12:5 24:2
transcribed 30:10
transcribing 28:19
transcript 30:9
trial 19:15,15
tried 21:3
true 20:10 24:11,12 30:8
trust 1:6 4:16
trustee 6:16 7:20 14:17 17:4 19:3,18 19:22 24:21
try 9:6 11:16
trying 9:6 10:16
two 8:7,7 15:15 15:16 16:7 22:8 28:10,15
type 8:1

u

u 4:23
ultimately 9:3 11:19
unable 23:7
unclear 6:24 19:8
under 7:22 9:4 9:21 22:21 23:3 30:11
understand 10:22 11:12 12:14
understanding 8:24
unexecuted 9:2 9:3
unquote 21:14
unsigned 9:8 10:13 11:5,23 13:7
untenable 13:7
untimely 22:11

v

version 11:5,21 11:22 13:9
versus 4:2 21:23
videoconfere... 1:14
vs 1:8

w

w 2:13
wait 11:15
want 6:2 11:9 14:9 15:16 16:16 19:14,19 25:14 27:4
wanted 18:9
wants 20:2,3,4
way 5:10 11:3
weeks 12:18
welcome 21:19
west 2:11
whatsoever 23:9
whereof 30:12
willette 5:1 18:21 19:2,9
william 26:1
wish 12:22 21:21
wished 24:16
witness 19:16 30:12
word 6:6 12:21 14:10 21:21
working 27:23
written 25:9
wrong 21:10
wrongdoing 19:8 21:1 22:15
wrongfully 15:4

y

yalden 4:24 18:21 19:2,9
year 12:4 18:13 20:15 22:8,9 23:23
years 15:15 16:7,11 20:16 20:18 24:4

Exhibit AM
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-05-25_May 25 2023 Transcript Dulberg v. Baudins 05252023_40551917/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gmail

T Kost <tkost999@gmail.com>

Legal definition of "contract" related to ADR

1 message

T Kost <tkost999@gmail.com> Thu, Jun 1, 2023 at 7:47 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

It appears that when discussing "contract" and "2 contracts" neither we nor the Judge are being legally precise in our words.

Illinois legal definition of contract explained here:

https://www.quinnemanuel.com/media/ppel53v0/contract-basics-for-litigators-illinois-w-022-7463.pdf

Using business language the difference between a "contract" and a "proposal" is explained here:

https://www.pandadoc.com/blog/proposal-vs-contract/

Using the meanings above, what the Judge calls an "unsigned contract" is not a contract at all. And what Mr Talerico calls "2 contracts" are not actually 2 contracts. The unsigned document that Joe Olsen presented to the BK Judge on October 30, 2016 is not an actual contract. It was MISREPRESENTED by Olsen as a type of "unsigned contract" but this is not legally true.

What we call an "unsigned contract" is in reality a type of proposal which Olsen intentionally misrepresented to the Judge as an agreed upon document.

What we call a "signed contract" is in reality the original proposal papers rearranged with signatures added and altered clauses. There is no "second contract" because there was no "first contract". Therefore the term "2 contracts" seems to have no legal meaning and it creates unnecessary confusion. The term "unsigned contract' also creates an unnecessary confusion.

From this point of view Olsen actually presented a proposal which Dulberg disagreed with to the BK Judge as Dulberg agreed with it. This is intentional misrepresentation of a proposal which makes it look as a type of 'contract' (fraud #1). Then later, certain pages of this same proposal appear rearranged from the original proposal with the same signature page but this time it included signatures (fraud #2).

Fraud #1: Olsen INTENTIONALLY MISREPRESENTS ADR unsigned proposal to BK Judge as if Dulberg agrees to the terms of the proposal (as a type of "contract")

Fraud #2: Original proposal documents later appear as altered and with signatures included (to look like a valid "contract").

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gmail

T Kost <tkost999@gmail.com>

Draft ADR Systems of America Amended Complaint

1 message

T Kost <tkost999@gmail.com> Sat, Jun 24, 2023 at 12:36 AM
To: Paul Dulberg <Paul_Dulberg@comcast.net>, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Attached is a draft for an upcoming ADR Systems Amended Complaint. It is based on the same logic and wording of the Baudin Answer that was filed earlier today.

Draft ADR Systems Amended Complaint .pdf
106K

Exhibit AO

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN **THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. 2022L010905
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 CASUALTY INSURANCE COMPANY	)	
Defendants		

Exhibit AP
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

1st AMENDED COMPLAINT AT LAW

NOW COMES the Plaintiffs PAUL R. DULBERG AND THE PAUL R. DULBERG REVOCABLE TRUST by and through their attorney, Alphonse A. Talarico and for their AMENDED COMPLAINT AT LAW against Defendents ADR Systems states as follows:

(Paragraphs that need to be added to address ADR Systems liability:)

1. What follows is how Dulberg first learned of fraudulent concealment. On 10/25/2019 the Clinton Law office issued a subpoena to Olsen2

2. On 12/2/2019 Olsen responded to the Clinton subpoena and emailed documents3

3. On 2/10/2020 Clinton sent Dulberg Olsen's response to the subpoena. Dulberg noticed the following emails between Olsen and Randall Baudin:

On October 31, 2016 at 10:41 AM Olsen < jolsenlaw@comcast.net> wrote: 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.

On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> responded: "You can good ahead sign it. Thank you so much." (Exhibit 9 to Plaintiff's Complaint)

4. When Dulberg read Baudin tell Olsen to sign the proposed Binding Mediation Agreement, this seemed reasonable to Dulberg since Dulberg was told by the Baudin Defendants that it was the Bankruptcy Judge, who forced Dulberg's personal injury case into the Binding Mediation Agreement and it was Olsen who had standing and was approved to enter into Binding Mediation. Dulberg assumed Olsen signed the Binding Mediation Agreement from the conversation and the resulting Binding Mediation that took place on 12/8/2016 at ADR SYSTEMS OF AMERICA, LLC.

However, this exchange shows something entirely different:

a. Trustee Olsen is asking Baudin if Baudin wants the asset/claim to revert back to the DEBTOR or remain part of the ESTATE by asking "Do you want the debtor to /s/ the form, or me as trustee?".6,7

b. Baudin's response is, "You can good ahead sign it."6,7 meaning the ESTATE.

In fact:

a) The executed Binding Mediation Agreement 5 does not have Trustee Olsen's signature.

b) Trustee Olsen did not act and sign the proposed Binding Mediation Agreement6 against the

Exhibit AP
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

advice of “special counsel”1, the Baudin Defendants’.

c) On 10/31/2016, The Baudin Defendants’ were authorized “to pursue”1 as “special counsel”1 the personal injury litigation but the Baudin Defendants’ were not authorized to “enter into” 2 the proposed Binding Mediation Agreement6 and have been pursuing the personal injury litigation since 11/6/2015 and already had an agreement with Defendant Allstate to enter into Binding Mediation by 8/10/20168 , in violation of the automatic stay

d) Trustee Olsen did not “enter into” 2 Binding Mediation.

e) Trustee Olsen did not “pursue”3 and “exercise control”3 over the claim as the Baudin Defendants assert.

f) The personal injury asset is abandoned by Trustee Olsen.

g) Abandoned assets revert back to the DEBTOR.

h) The DEBTOR was represented by attorney David Stretch4 and not the Baudin Defendants.

i) The Baudin Defendants were approved and hired as “Special Counsel”1 for the Estate and in such a capacity had no standing to execute a Binding Mediation Agreement for the DEBTOR.

j) The only party with standing over abandoned assets is now the DEBTOR.

k) The signature page on the executed Binding Mediation Agreement 5 does not belong to the other pages in the executed Binding Mediation Agreement 5 and is an exact match to the signature page in the proposed Binding Mediation Agreement6 .

l) ADR SYSTEMS OF AMERICA, LLC. facilitated fraud by failing to take the necessary steps to ensure the signers had standing.

m) Trustee Olsen and the Baudins collected the monies paid out by Allstate after ABANDONING he ASSET that reverted back to the DEBTOR.

5. On 9/26/2022 Dulberg received the 10/31/2016 Bankruptcy Courts Report of Proceeding 9. Dulberg forwarded the report of proceeding1 to his attorney Alphonse Talarico stating, “Lets talk after you digest what happened in this one.” Dulberg discovered that Trustee Olsen misled the Honorable Judge Thomas M. Lynch in the transcript.4,5,6

6. On 10/28/2022 Dulberg received a copy of the executed Binding Mediation Agreement 2 on file with ADR SYSTEMS OF AMERICA, LLC. expecting to see the Trustee Olsens’ signature. Instead Dulberg saw his own signature on the executed Binding Mediation Agreement 2 and he knew he never signed the Binding Mediation Agreement. This is when Dulberg first knew:

a) Dulberg’s signature is on the executed Binding Mediation Agreement2 on file with ADR SYSTEMS OF AMERICA, LLC. and Dulberg knew he refused to sign the contract and did not sign the contract. (Discovered on 10/28/2022)

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

b) Trustee Olsen misled the bankruptcy Judge, “There may be some issues about the debtor being a good witness or not”1 , “he didn’t seem to want to go through a jury process”1 , “he liked this process”1 basically that Dulberg was in agreement with the proposed Binding Mediation Agreement 3 (Discovered on 9/26/2022)

7. On 10/28/2022 Dulberg launched a full scale investigation into the signature’s found in the executed Binding Mediation Agreement2 and quickly found that the signature page does not belong to the rest of the body of the executed Binding Mediation Agreement2 but is an exact match to the proposed Binding Mediation Agreement3 approved by the Bankruptcy court.

8. Dulberg believes this satisfies the Discovery Rule and this discovery on 10/28/2022 is when the statute of limitations should be tolled. Dulberg first learned that (a) his signature was fraudulently placed on the executed Binding Mediation Agreement 2 (discovered on 10/28/2022) and (b) the Bankruptcy Trustee misrepresented Dulberg’s consent to the Bankruptcy Judge1 (discovered on 9/26/2022) and Dulberg believes the discovery of his signature on the executed Binding Mediation Agreement2 is when the statute of limitations should be tolled.

9. In order to understand the context of Dulberg’s 12/12/2016 statement “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.” it is important to know the history behind it.

a. On 1/22/2014 When Dulberg was represented by Hans Mast and the Law Offices of Thomas J. Popovich P.C., the co-defendants (McGuires) in 12LA178 were inexplicably dismissed with prejudice even though the McGuire’s clearly employed their son/step-son Gagnon and were vicariously liable for anything Gagnon could not pay.

b. On 12/12/2016 When Dulberg learned of the Binding Mediation Award and how much he could not collect, his mind instantly went back to the dismissed defendants (McGuire’s) that would have been vicariously liable for any monies Gagnon could not pay if they were still in the case. Dulberg realized the pecuniary injury the Popovich law firm caused. Dulberg talked with Randall Baudin II about the issue of the McGuire’s release and Randall Baudin told Dulberg to call his office in the morning and his secretary Myrna would provide Dulberg with the contact of a Legal Malpractice Attorney the Baudins have used in the past and Dulberg could go see.

c. On 12/16/2016 Dulberg met with Thomas Gooch, the Legal Malpractice Attorney the Baudins recommended Dulberg see.

d. On 11/28/2017 Thomas Gooch filed suit (17LA377) against Hans Mast and the Law Offices of Thomas J. Popovich P.C for Legal Malpractice in 12LA178, specifically for the release of the McGuire defendants, that case is currently on appeal in the 2nd District Case No 2230072. Dulberg was clearly affixing the pecuniary injury of $261,000.00 to the previous firm and the release of the McGuire defendants in his statement when making the 12/12/2016 statement.2,3

10. On 6/13/2016, in violation of the automatic stay, in the Circuit Court Allstate attorney Reddington stated that she and the Baudins are considering this case as a possible ADR

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

candidate without Dulberg's knowledge or permission1. The Baudins were representing Dulberg in the Circuit Court without Dulberg having standing as plaintiff and the case under an automatic stay. Allstate attorney Reddington stated in the Circuit Court, "I have four motions up this morning. Plaintiff's attorney and I are working on the case to see if it's a possible ADR candidate. He asked that we get our motions entered and continued. They're for an IME." Allstate attorney Reddington also said, "And honestly, if I get a decision sooner, that -- well, I don't know if this is a case we -- we probably wouldn't be able to enter a dismissal order if we went to ADR until after the ADR was done." (Exhibit X8 Page 2 Lines 7-11 & Page 3 Lines 12-16)

11. On 7/20/2016 Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating, "...I will be moving forward with litigation at this time...I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly…"

12. On 7/21/2016, in violation of the automatic stay, the Baudins and Allstate attorney Reddington claimed in the 22nd Judicial Circuit Court that they had come to a "semi-agreement" on binding mediation.

13. On 8/10/2016, in violation of the automatic stay, the Baudins and Reddington moved to enter into Binding Mediation on 8/10/2016. The date of the Binding Mediation hearing was already set for 12/8/2016 by the time the following exchange took place on 8/10/2016 in the Circuit Court:

"MS. REDDINGTON: Number one, Dulberg vs. Gagnon. Shoshan Reddington for the defendant.
We have (indiscernible) scheduled for 12-8.
THE COURT: Okay.
MS. REDDINGTON: We'd like to have a status date after that date.
THE COURT: What date works for you? You said December 8?
MS. REDDINGTON: December 8." (Exhibit X10 Page 2 Lines 2-10)

14. On 8/10/2016, in violation of the automatic stay, Judge Meyer of the 22nd Circuit Court entered an 'Agreed Order' that stated "This case is continued on Motion of 'by agreement' to 12/12, 2016 at 9:00am for Status on binding Mediation.". The order also stated "Defendants appear by attorney Reddington". Reddington represented Allstate. The Baudins were not present. (Exhibit X9)

15. Allstate and the Baudins misrepresented Dulberg's wishes to the Circuit Court and claimed they had an agreement to enter into binding mediation on 8/10/2016. Judge Meyer entered the order and pushed the next status date to 12/12/2016, which is 4 days after the scheduled binding mediation date of 12/8/2016. All this was done in violation of the automatic stay.

16. When on 12/12/2016 Dulberg told the Baudins, "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. ", he clearly did not know about the fraudulent acts the Baudins were committing toward him. Dulberg clearly did not know the following:

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(a) That Dulberg's signature was fraudulently placed on the Executed Binding Mediation Agreement executed 4 days earlier on 12/8/2016.

(b) That Trustee Olsen misrepresented Dulberg's consent to the Bankruptcy Judge on 10/31/2016.

(c) That Allstate, the Baudins and Trustee Olsen knew Dulberg had no standing to pursue the case 12LA178 while the case was under an automatic stay.

(d) That Allstate, the Baudins and Trustee Olsen all knew the case 12LA178 proceeded in the Circuit Court in violation of the automatic stay.

(e) That the Baudins by agreement with Allstate, in violation of the automatic stay, before the Baudins were approved to be hired as special counsel under Trustee Olsen, misrepresented Dulberg as agreeing to Binding Mediation in Circuit Court on 8/10/2016 and asked Associate Judge Meyer to delay the next status hearing to 12/12/2016 after the Binding Mediation was to take place on 12/8/2016.

(f) That the Baudins' and Allstate's acts in violation of the automatic stay, started laying the groundwork as early as 6/13/2016 and finally set the Binding Mediation date for 12/8/2016 on 8/10/2016 in the Circuit Court. This happened before Trustee Olsen was even appointed to the position on 8/31/2016 and before Trustee Olsen received permission from the Honorable Judge Thomas M. Lynch, to hire the Baudins' as special counsel and permission to enter into the proposed capped Binding Mediation Agreement on 10/31/2016.

(g) That the Baudins filed their APPEARANCE as REGULAR COUNSEL in 12LA178 on 11/6/2015 in violation of the automatic stay.

(h) That there is no APPEARANCE filed by the Baudin Defendants that is not VOID in case 12LA178.

(i) That the Baudin Defendants' failed to file an APPEARANCE to represent the bankruptcy estate in case 12LA178 after being hired as special counsel by Trustee Olsen.

(j) That Trustee Olsen received permission from the Bankruptcy court to enter into the proposed Binding Mediation Agreement and later made a choice and Trustee Olsen did not act and sign on the advice of his special counsel the Baudins.

(k) That Trustee Olsen did not "pursue" and "exercise control "over the claim/asset and in doing so Abandoned the asset and it reverted back to the DEBTOR.

(l) The Baudin Defendants were approved and hired as Special Counsel for the Estate and in such a capacity had no standing to execute a Binding Mediation Agreement for the DEBTOR.

(m) The only party with standing over abandoned assets is the DEBTOR.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(n) That there can be no agreement between Allstate and the Baudin Defendants acting as counsel for the bankruptcy estate to have the case dismissed with prejudice in the circuit court on 12/12/2016 since the Baudins failed to file any appearance anywhere that is not VOID and had no standing since they did not represent the DEBTOR.

(o) Trustee Olsen and the Baudins collected the monies paid out by Allstate after BANDONING the ASSET that then reverted back to the DEBTOR.

17. Dulberg clearly did not know any of this fraud took place when awarded $660,000 in the capped Binding Mediation but Allstate, Trustee Olsen and the Baudins must have known. At that time Dulberg believed that the Bankruptcy Judge forced the case into a capped Binding Mediation without Dulberg's consent because that is what the Baudins told Dulberg. Dulberg stating "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." just after learning of the capped Binding Mediation Award and that cannot be interpreted as Dulberg knowing about the fraudulent concealment listed as (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o) at that time. He was not happy about not being able to collect all that he was awarded, but that does not mean he knew or could have known about the fraudulent concealment listed as (a) through (o) (from paragraph 26).

18. The Olsen Defendants, the Baudin Defendants, and Allstate Defendants have been alleged to have committed fraudulent actions and the limitations periods do not begin until the fraud is discovered pursuant to the discovery rule [emphasis added] said fraudulent activities were discovered on 10/28/2022 when Defendant ADR SYSTEMS OF AMERICA, LLC. submitted its file copy of the Binding Mediation Agreement allegedly executed on 12/8/2016 and Plaintiff Dulberg found his signature on a document he never signed. Dulberg had no standing authority to sign as the only person given authority to enter into the capped Binding Mediation Agreement by order of the Honorable Thomas M. Lynch was Bankruptcy Trustee Olsen on 10/31/2016.

19. The Statute of Limitations for fraud is 5 years as follows: (Exhibit X11)

20. ADR SYSTEMS OF AMERICA, LLC. was originally approached by Allstate and/or the Baudins. Both the Baudins and Allstate knew that Dulberg had no standing to pursue the case after he initially filed for bankruptcy. Both the Baudins and Allstate knew that the case was under the automatic stay and could not move forward without permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division.

21. When the Baudins approached ADR Systems of America, the Baudins were not retained as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg. ADR SYSTEMS OF AMERICA, LLC., by acting and inputting effort to craft the capped ($300,000) proposal and by producing the capped ($300,000) proposal in the form of a Binding Mediation Agreement, were also acting in violation of the automatic stay. All three parties (the Baudins, Allstate and ADR SYSTEMS OF AMERICA, LLC.), working in violation of the automatic stay, were creating the groundwork for changing and limiting/capping the value of an asset in a Federal Bankruptcy Estate. These three parties, The Baudins, Allstate and ADR SYSTEMS OF AMERICA, LLC. should not be allowed to profit from their acts in violation of the automatic

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

stay.

22. As stated in Re Enyeti:

> It is well established in case law that acts taken in violation of the automatic stay imposed under section 362(a) of the Bankruptcy Code are deemed void ab initio and lack effect. See Middle Tenn. News Co., Inc. v. Charnel of Cincinnati, Inc., 250 F.3d 1077, 1082 (7th Cir. 2001) ("Actions taken in violation of an automatic stay ordinarily are void."); York Ctr. Park Dist. v. Krilich, 40 F.3d 205, 207 (7th Cir. 1994) (judgment issued against debtors without a modification of the automatic stay must be vacated); Matthews v. Rosene, 739 F.2d 249, 251 (7th Cir. 1984) (orders issued in violation of automatic stay provisions of Bankruptcy Code ordinarily are void); In re Benalcazar, 283 B.R. 514, (Bankr.N.D.Ill. 2002) (same); Garcia v. Phoenix Bond Indem. Co. (In re Garcia), 109 B.R. 335, 340 (N.D.Ill. 1989) ("[T]he fundamental importance of the automatic stay to the purposes sought to be accomplished by the Bankruptcy Code requires that acts in violation of the automatic stay be void, rather than voidable. Concluding that acts in violation of the automatic stay were merely voidable would have the effect of encouraging disrespect for the stay by increasing the possibility that violators of the automatic stay may profit from their disregard of the law, provided it goes undiscovered for a sufficient period of time."). See also Hood v. Hall, 321 Ill.App.3d 452, 254 Ill.Dec. 470, 747 N.E.2d 510, 512 (2001) ("There is no question that judgments entered in violation of the automatic stay in bankruptcy are void ab initio . . . and that void judgments may be attacked at any time."); Concrete Prod, Inc. v. Centex Homes, 308 Ill.App.3d 957, 242 Ill.Dec. 523, 721 N.E.2d 802, 804 (1999) ("[A]cts in violation of the section 362(a) automatic stay are void ab initio.")

23. From August 31, 2016 Bankruptcy Trustee Joseph Olsen was the sole party with standing as plaintiff in the PI (Personal Injury) 12LA178 case. Some time before October 4, 2016 Bankruptcy Trustee Olsen came to have a complete legal theory on the PI (Personal Injury) 12LA178 case and a decided plan of action. It appears Bankruptcy Trustee Joseph Olsen's legal theory came from the Baudins. It is the same ADR SYSTEMS OF AMERICA, LLC.'s proposal of the capped Binding Mediation Agreement the Baudins were trying to get Dulberg to accept since July 18, 2016 in violation of the automatic stay, without permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division and without being hired as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg. Bankruptcy Trustee Joseph Olsen did not hire the Baudins as special counsel until October 31, 2016. Bankruptcy Trustee Joseph Olsen should not be allowed to profit from nor use void acts done in violation of the automatic stay.

Pages of the same ADR SYSTEMS OF AMERICA, LLC.'s proposed capped ($300,000) Binding Mediation Agreement appeared on 12/08/2016 in altered form and with Dulberg's signature placed on the document without Dulberg's permission. This latter document is what ADR SYSTEMS OF AMERICA, LLC. enforced as a contract and what they released to Dulberg on October 28, 2022.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

24. On December 12, 2016 the following exchange took place in the Illinois 22nd Judicial Circuit Court between Allstate attorney Shoshan Reddington and Associate Judge Thomas A. Meyer (The Baudins were not present):

> UNIDENTIFIED VOICE: Number five, Dulberg. I talked to Baudin & Baudin this morning -- or Baudin Law Group, and Randy Baudin indicated to me he's going to be in another county and his wife's out of state, but they're agreeable with me getting a dismissal with prejudice based on the fact that we've had a binding mediation on Thursday and we're expecting an award.
>
> THE COURT: Wonderful. All right.
>
> UNIDENTIFIED VOICE: Thank you.
>
> THE COURT: I'll be curious what the award was. All right. Thank you.

(Exhibit #) CC-Civil - 12LA000178 - 3_2_2022 - - - REOP - - (3).pdf

25. On December 12, 2016 a court order was entered in the 12LA178 case by Associate Judge Thomas A. Meyer in the Illinois 22nd Judicial Circuit Court which stated, "Case dismissed with prejudice on Plaintiff's and defendants agreed motion".
(Exhibit #) 12LA000178--2016-12-12--ORD_0098.pdf

26. Associate Judge Thomas A. Meyer of the Illinois 22nd Judicial Circuit Court had no jurisdictional authority to enter new orders, entertain motions, accept appearances for 3rd parties that had no standing, etc. that advanced the case 12LA178 after 11/26/2014 without approval from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division. The Baudins improperly filed their appearance as REGULAR COUNSEL in 12LA178 on 11/06/2015 The Baudins never filed their appearance after being approved in Bankruptcy court and hired as special counsel by Trustee Joseph Olsen on 10/31/2016. The Baudins void appearance cannot be used to claim they filed their appearance as regular counsel for the bankruptcy estate in 12LA178 because it was void and they never filed an appearance after being hired as special counsel to the estate. The Baudins never filed an appearance thus never represented the estate as special counsel even though they were approved to be hired on 10/31/2016. All of the Baudins actions, agreements and representations in 12LA178 are VOID from their first action on 11/06/2015 till the case closed on 12/12/2016 even if they were approved to be hired as special counsel by the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division because they never actually filed an appearance that isn't VOID in 12LA178. Judge Meyers 12/12/2016 court order to dismiss the 12LA178 case with prejudice by agreement of the parties STANDS IN QUESTION as to who the agreement was between because there is no appearance on file for the estate of the plaintiff.
(Exhibit #) 12LA000178--2015-11-06--APE_0083.pdf

27. The ADR SYSTEMS OF AMERICA, LLC.'s Proposed capped ($300,000) Binding Mediation Agreement first appeared in the record of BK No. 14-83578 in the 7th Circuit United

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

States Bankruptcy Court for the Northern District of Illinois, Western Division on October 4, 2016 attached to a motion to enter into binding mediation. Bankruptcy Estate Trustee Joseph Olsen did not receive authority to retain the Baudins until October 31, 2016.

28. It is in this context that the Baudins and Allstate approached ADR SYSTEMS OF AMERICA, LLC. It is in this context that ADR SYSTEMS OF AMERICA, LLC. helped craft the proposal and that the Baudins and Allstate could select from clauses to create the conditions of the ADR proposal. ADR SYSTEMS OF AMERICA, LLC. (possibly unknowingly) facilitated a process which was initiated by seemingly adversarial parties that were both knowingly violating an automatic stay to force Dulberg into a capped ($300,000) Binding Mediation Agreement against his will, without standing or permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division and without Baudins being hired as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg.

29. In a PI (Personal Injury) case the injured party as plaintiff is the one giving up their right to a jury trial by entering into binding mediation. What assurances does ADR SYSTEMS OF AMERICA, LLC. provide to assure they are not being forced or tricked into doing so? What assurances are provided or acts required to assure the litigating attorneys actually do have their client's permission or the court's permission?

30. The litigating parties are allowed to choose their own clauses for certain parts of the proposal. There are other clauses in the crafted proposal were probably chosen by ADR SYSTEMS OF AMERICA, LLC. and which they consider mandatory. For this proposal to be issued by ADR SYSTEMS OF AMERICA, LLC. with an ADR SYSTEMS OF AMERICA, LLC. letterhead what are the conditions that must be met? Which clauses were chosen by the litigants themselves?

31. In a PI (Personal Injury) litigation case between an injured party and an insurance company the only assurance that the injured party is not being forced into binding arbitration against their will is that their name and signature appears on the signature page or a party with standing to sign for them.

32. In this instant case it appears that ADR SYSTEMS OF AMERICA, LLC. facilitates a process in which an injured party is forced into a capped ($300,000) Binding Mediation Agreement against their will and that was accomplished with a single forged signature of the injured person, who didn't even have legal standing to sign the agreement, which was easily done. No affidavit to certify that the injured party is in agreement or even had standing to sign nor any other extra verification step was necessary. There was no requirement that any signer initial each page or oath that they had standing to be the signer. Under these conditions is is not difficult for someone to switch out a signature page on the contract and make it appear that a signer is agreeing to all clauses in a contract when the signer didn't even see the contract to be executed and did not know their signature was attached to the executed contract.

DULBERG IS DISABLED

33. The Honorable Judge MICHAEL F. OTTO stated, "The brief itself notes that Section 1.06 of

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

the statute on statutes defines a person under legal disability is a person who -- well, I don't need to read the whole thing, but essentially it refers to individuals who because of mental deterioration or physical incapacity, mental illness, are unable or at least not fully able to manage their person or estates. There is no suggestion whatsoever in the complaint or any of the exhibits to it or the exhibits to the response that that applies to Mr. Dulberg"

34. Dulberg is permanently and fully disabled as of 6/28/2011 as a result of the accident as Administrative Law Judge Lovert F. Bassett of the SSA Office of Disability Adjudication and Review in Evanston, Illinois stated, “I found you disabled as of June 28, 2011 because your impairment or combination of impairments is so severe that you cannot perform any work existing in significant numbers in the national economy.” Dulberg received a life threatening injury on 6/28/2011 by being struck by a chainsaw on his dominant right arm. It was in seeking recovery for this injury that the Baudins were originally retained by Dulberg. The Judge erred in dismissing with prejudice when he could have asked for more proof.

35. On 4/4/2016 Dr Kujawa authored a letter addressed to Kelly Baudin in part stating: “As a result of the accident Mr. Dulberg sustained on June 28, 2011, he has lost all fine and gross motor skills in his right hand. Indeed, it is still my opinion that due to the severing of muscles and nerves in this limb, he continues to be left with pain and involuntary muscle spasms”, “I have not changed my opinion from the original deposition in 2014 that Mr. Dulberg will continue to need medications to treat his neuropathic pain indefinitely. He will also continue to need periodic physical therapy sessions and we may also revisit both Botox injections in the future. Essentially, there has been no change in his examination due to the trauma in his right and. There has been some improvement in his pain syndrome with gabapentin; however, his pain is by no means resolved with this agent”, “Since Mr. Dulberg’s injury is indeed permanent with almost a complete loss of gross and fine motor control of his right hand, his injuries will not allow any employment for the rest of his life”, “Your inquiry concerning increased risks or long-term affects of his condition is unclear. … the psychologic and social impact of his inability to work certainly will permanently effect the quality for the rest of his life.”, “Concerning my prognosis with respect to his injuries, it is very poor. His motor function in the right hand will not improve and he will be left with permanent pain in his right lower arm. Unfortunately, Mr. Dulberg is permanently disabled from any meaningful employment due to this tragic accident on June 28, 2011.” (Exhibit X13)

36. Plaintiff Paul R. Dulberg is also classified by the Illinois Secretary of State to have a class 2A disability as a result of the injuries that occurred on 6/28/2011. A class 2A disability is defined as follows: (Exhibit X14)

37. Acts of fraud or financial exploitation of a person with a disability is further covered under 720 ILCS 5/Art. 17, Subdiv. 35 as 'Miscellaneous Special Fraud' which is defined as follows:

> SUBDIVISION 35. MISCELLANEOUS SPECIAL FRAUD
>
> (Source: P.A. 96-1551, eff. 7-1-11.)
>
> (720 ILCS 5/17-56) (was 720 ILCS 5/16-1.3)

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Sec. 17-56. Financial exploitation of an elderly person or a person with a disability.

(a) A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly:

(1) by deception or intimidation obtains control over the property of an elderly person or a person with a disability; or

(2) illegally uses the assets or resources of an elderly person or a person with a disability.

(b) Sentence. Financial exploitation of an elderly person or a person with a disability is: (1) a Class 4 felony if the value of the property is $300 or less, (2) a Class 3 felony if the value of the property is more than $300 but less than $5,000, (3) a Class 2 felony if the value of the property is $5,000 or more but less than $50,000, and (4) a Class 1 felony if the value of the property is $50,000 or more or if the elderly person is over 70 years of age and the value of the property is $15,000 or more or if the elderly person is 80 years of age or older and the value of the property is $5,000 or more.

(c) For purposes of this Section:

(1) "Elderly person" means a person 60 years of age or older.

(2) "Person with a disability" means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both.

(3) "Intimidation" means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

(4) "Deception" means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the property involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement.

The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of a fiduciary relationship, fraud, deception, extortion, or use of the assets or resources contrary to law.

A person stands in a position of trust and confidence with an elderly person or person with a disability when he (i) is a parent, spouse, adult child or other relative by blood or marriage of the elderly person or person with a disability, (ii) is a joint tenant or tenant in common with the elderly person or person with a disability, (iii) has a legal or fiduciary relationship with the elderly person or person with a disability, (iv) is a financial planning or investment professional, (v) is a paid or unpaid caregiver for the elderly person or person with a disability, or (vi) is a friend or acquaintance in a position of trust.

(d) Limitations. Nothing in this Section shall be construed to limit the remedies available to the victim under the Illinois Domestic Violence Act of 1986.

(e) Good faith efforts. Nothing in this Section shall be construed to impose criminal liability on a person who has made a good faith effort to assist the elderly person or person with a disability in the management of his or her property, but through no fault of his or her own has been unable to provide

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www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-06-24_email attachment- Draft ADR Systems Amended Complaint .pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

such assistance.

(f) Not a defense. It shall not be a defense to financial exploitation of an elderly person or person with a disability that the accused reasonably believed that the victim was not an elderly person or person with a disability. Consent is not a defense to financial exploitation of an elderly person or a person with a disability if the accused knew or had reason to know that the elderly person or a person with a disability lacked capacity to consent.

(g) Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this Section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs. In a civil action under this subsection, the burden of proof that the defendant committed financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this Section shall be by a preponderance of the evidence. This subsection shall be operative whether or not the defendant has been charged or convicted of the criminal offense as described in subsection (a) of this Section. This subsection (g) shall not limit or affect the right of any person to bring any cause of action or seek any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

(h) If a person is charged with financial exploitation of an elderly person or a person with a disability that involves the taking or loss of property valued at more than $5,000, a prosecuting attorney may file a petition with the circuit court of the county in which the defendant has been charged to freeze the assets of the defendant in an amount equal to but not

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

greater than the alleged value of lost or stolen property in the defendant's pending criminal proceeding for purposes of restitution to the victim. The burden of proof required to freeze the defendant's assets shall be by a preponderance of the evidence.

(Source: P.A. 101-394, eff. 1-1-20; 102-244, eff. 1-1-22.)

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Date : 8/29/2023 8:30:08 AM
From : "Paul Dulberg"
To : "Alphonse Talarico"
BCc : "Paul Dulberg"
Subject : This document is under seal in the federal district court.

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT - LAW DIVISION

PAUL R. DULBERG and THE PAUL R. DULBERG REVOCABLE TRUST,	)	
Plaintiff,	)	
vs.	)	No. 2022 L 010905
KELLY N. BAUDIN, et al,	)	
Defendants.	)	

Zoom video conference of the Hearing held before the HONORABLE MICHAEL F. OTTO, Courtroom 1407, taken pursuant to notice, commencing at 11:15 a.m., Thursday, September 21, 2023.

Reported by: Connie L. James, CSR
License No. 084.002510

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A P P E A R A N C E S:

ALL PARTIES APPEARING VIA ZOOM VIDEO CONFERENCE:

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I N D E X

HEARING ON MOTION FOR SUMMARY JUDGMENT:

Arguments:
By Ms. Tinajero.....Pg. 5
By Mr. Talarico.....Pg. 7
By Ms. Tinajero.....Pg. 14
By Mr. Talarico.....Pg. 16

Court's Ruling on the Motion.....Pg. 16

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THE COURT: Good morning. Would everyone please identify themselves for the record?

MR. TALARICO: Good morning, Your Honor. Alphonse Talarico. I represent the Plaintiffs.

MS. TINAJERO: Good morning, Judge Otto. My name is Michelle Tinajero. I represent Allstate Property and Casualty Insurance Company.

THE COURT: Thank you.

Mr. is it Mr. Jochum?

MR. JOCHUM: Jochum, Your Honor. Sorry.

THE COURT: All right. Good morning.

MR. JOCHUM: Jason Jochum representing what we refer to as the Olsen Defendants, Joseph Olsen, Craig Willette and Raphael Yalden. They were dismissed earlier, but I'm just observing because we're still on appeal.

THE COURT: Thank you. I see we are also joined by Mr. Dulberg, individually, as well as Thomas Kost, K O S T, who is identified in his Zoom window as, the quote, full trustee of Paul R. Dulberg Revocable Trust, unquote.

We're up today for hearing on Allstate's Motion For Summary Judgment, which has been fully briefed. Anything to discuss before we move forward

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

with that hearing?

Mr. Talarico for the Plaintiff?

MR. TALARICO: Judge, no, nothing.

THE COURT: Ms. Tinajero, ready?

MS. TINAJERO: Yes, Your Honor.

THE COURT: Okay. You'll have the first and last word.

I will say for the record I have read the briefs, I have, of course, reviewed the exhibits as well as the authority that the parties have cited. So no within should feel that they need to read their brief to me, but I will, of course, give both sides an opportunity to be heard.

Ms. Tinajero, it's your motion, you'll have the first and last word.

MS. TINAJERO: Thank you, Your Honor. I will keep it brief this morning since you have gone through the briefs.

ARGUMENT BY

MS. TINAJERO:

The arguments set forth in our Motion For Summary Judgment are very straight forward. You know, as to the unsigned agreement, the position Plaintiffs have taken that a party is bound by and, therefore, can

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breach an unsigned, undated agreement is a legally flawed position. Simply put, Allstate cannot be bound by an unsigned agreement.

As to the binding mediation agreement, which is the only executed valid agreement between the parties, which is undisputed, to the extent terms were modified and/or admitted between the unsigned agreement and the executed binding mediation agreement, it is not alleged Allstate does not maintain that it played any role in drafting anything about the mediation agreement. And, importantly, such amendments were made before the binding mediation was executed.

Additionally, the monetary parameters set forth in the agreement remains the same in both the unsigned agreement and the executed binding mediation agreement.

The damage that Dulberg identifies in the complaint, you know, in an amount in excess of $261,000 do not flow from any breach complained of as against Allstate. And it's our position that there are no set of facts under which Dulberg can prove a breach of an unsigned agreement or the executed binding mediation agreement.

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Further, Dulberg executed a release, which is attached to our Motion For Summary Judgment. The terms of the release are clear, certain, free from doubt and Dulberg admits to signing the release in his reply to Allstate's affirmative defenses. That's all I have, Your Honor.

THE COURT: Thank you, Tinajero.

Mr. Talarico?

ARGUMENT BY

MR. TALARICO:

I think I would like to start in reverse order. I would like to address, Judge, the release.

Mr. Dulberg -- I filed on behalf of Mr. Dulberg, he signed a counter-affidavit, which was sent to the Court and I believe it's actually been delivered personally to your courtroom today. It was filed yesterday. Mr. Dulberg had been sick for a few days and he couldn't cooperate or give me any of his time, but I filed it yesterday and it's in opposite to the release, the reasons why the release is not effective. His reasoning is that he was forced to do this against his will.

In his counter-affidavit he indicated, and I think copied transcripts of e-mails that he received

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from his own attorney forcing -- telling him that if he didn't sign the release, the Judge would hold him in contempt and he would be jailed, different than the general terms of contract by signing a release, which is a contract, under those terms cannot be enforced against the person that's being threatened with jail, and/or being held in contempt. Plus, that particular release makes no sense, Judge.

If you really think about all of the things they talk about in their motion and affidavit, especially the affidavit.

I would like to bring up the fact that the statement, the affiant says the money was paid and then the releases were sent out to be signed. Judge, I would ask you to take judicial notice that insurance companies do not pay first and then send out releases.

Furthermore, since this matter was already adjudicated and an order was entered by the arbitration judge, there was no need for a release; that Allstate had paid, according to their own affidavit, and now they're trying to enforce and ask for and force Mr. Dulberg to sign a release. I think that brings up a considerable amount of questionable contrary facts just on its own, Judge.

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So I would hope that you would contemplate what I'm saying and see that summary judgment is so inappropriate, that's just one of hundreds of things that we are at different ends of the spectrum on. And I think that's all been supplied to Your Honor, but, most importantly, this release issue, it is contrary to the logic that the money was paid first and released. In my practice, Judge, but I've never settled with an insurance company that would pay first and then ask for a release. That's all I have to say today, Judge. Thank you.

THE COURT: Okay. Mr. Talarico, the only argument you want to make today is a brand new argument based on, I believe, duress that did not appear anywhere in your response brief. It is based exclusively on an affidavit that was filed yesterday and hand delivered to the Court minutes before this proceeding began.

That's the only argument you want to make? You don't want to address anything that Ms. Tinajero spelled out in the motion or the reply regarding the enforceability of an unsigned agreement, which is the entire basis of Count 5? I just want to make sure that you have a full opportunity to make whatever arguments

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you wish.

FURTHER ARGUMENT

BY MR. TALARICO:

First, I would like to get back to the release. The release was filed yesterday, Your Honor. It was filed and it was accepted. I sent it out to Your Honor this morning at about 6:00 a.m. with the attached exhibits and all the other counsel of record. What response I got was please send a hard copy from your support staff. So I had a hard copy delivered to the courtroom today, but this was filed yesterday.

Judge, this was filed pursuant to, and I think it's clear there, Subsection C of the Motion For Summary Judgment. I'm allowed to do that, Your Honor. And I just complied with the statute, 735 5 -- Well, you know, Judge, better than I know. But 105 Subsection C says I can file counter-affidavits up to the time of hearing and I did that.

So I don't think I violated anyone and I tried -- I sent a message to everybody that if anybody objects, they want more time to review, they want more time to respond, we have no objection. And I also -- counsel suggested the reason why Mr. Dulberg is here because if the Court wants to examine him as to the

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affidavit, he's more than willing to answer questions of the Court.

THE COURT: This is not an evidentiary hearing.

MR. TALARICO: You're right, Your Honor. I just made that option.

THE COURT: The other question I asked you, and, again, you focused exclusively on this 11th hour affidavit, which only addresses the effectiveness of the release, I want to make sure that you've had the opportunity to address today, if you choose, because I didn't see anything really in your brief that addresses why the draft agreement attached as Exhibit 6B to the complaint would be enforceable?

MR. TALARICO: Why it wouldn't be enforceable? Is that what you said? I'm sorry.

THE COURT: Why it would be enforceable because that's your claim. Count 5 is for breach of contract.

MR. TALARICO: Yes, Judge.

THE COURT: The breach that you claim in Paragraph 106 is that Defendant breached the contract by not following the terms regarding amending the contract, but the only amendments that you cite are the changes between Exhibit 6B and Exhibit 11. So for there to possibly be a breach of contract, Exhibit 6B

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must have been enforceable, otherwise you can't possibly have a claim for its breach. And Ms. Tinajero on behalf of Allstate has argued in the motion and the reply that because Exhibit B was unsigned it was not enforceable.

THE COURT: Judge, Exhibit B was the only exhibit permitted by the bankruptcy court. It was presented to the bankruptcy judge as unsigned and the bankruptcy judge, Judge Lynch, said to the trustee "sign the contract and you can go forward." Trustee never signed it. They refused to sign -- They didn't actually refuse to sign it, but he didn't. Then another contract appeared.

One of the things we said, Judge, is that this matter -- this binding mediation agreement had been already presented to the trial court judge maybe 6 months before. So there's all of these issues of what's the valid contract, names are changing from the Defendant being liable, the contract now says a relative of the Dulbergs is liable to Paul, but there's a person, David Dulberg, he exists.

Again, the bankruptcy judge saw an unsigned contract and told and instructed his trustee to sign it.

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We have an enforceable contract, I believe. And I think that the fact that all of these things were done -- and forgive me, Judge, because I don't practice bankruptcy -- but in violation of the stay that had been in effect that whole time. I think that with all of those issues I should be allowed as representative of the Plaintiff to do some discovery upon to see really what the truth of the matter is, we've had allegations back and forth.

THE COURT: You said that the bankruptcy court directed the trustee to sign the agreement. So what possible relevance can any prior alleged violations of the stay have to do with Allstate's liability under any contract?

MR. TALARICO: Judge, the terms of the contract, we say that the signed contract is a contract. The terms of the contract as accepted and signed by all the parties were -- when I say parties I mean Dulberg denies he signed it, but, anyway, the terms of the contract are sufficient, they say that the breach is that they changed the terms of the contract from the contract they presented to the Court; that the plain language of the contract says if you do this you have to do it, you have to submit hard copies, you have to

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do it in advance, I think it's 2 weeks, you have to get permission by the ADR. None of that was done. And both Baudin and the attorney for Allstate were participants in that. So I believe that's a breach of contract.

THE COURT: Mr. Talarico, that assumes that the unsigned contract was enforceable. What factual or legal support do you have for that proposition because I saw not a single case cited in your brief at all? And the extensive factual recitation appears completely irrelevant. So what did you point me to that I overlooked in your brief that provides factual or legal support for the proposition that the unsigned contract is enforceable?

MR. TALARICO: Judge, I will rest now. I said what I have to say. What I pointed you to was the fact that the only contract empowered was the unsigned one. So I'm going to stay on that and I'm finished talking. Thank you, Judge.

THE COURT: Thank you, Mr. Talarico.

Ms. Tinajero, if you wish?

FURTHER ARGUMENT

BY MS. TINAJERO:

Judge, just briefly. I will say as to the

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counter-affidavit that was filed this morning, or at least a courtesy copy of which we only received this morning, it's Allstate's position it should be stricken.

A briefing schedule was entered in this case. Dulberg, Plaintiff's counsel received an extension of time to file his response. But, more importantly, procedural matters aside, all the information contained in the counter-affidavit it doesn't create a genuine issue of material fact as to Allstate's breach of an unsigned agreement:

Any representations that the Baudin Defendants made or the Olsen Defendants made to Dulberg in the course of the binding mediation proceedings, any execution of the binding mediation agreement or in Dulberg's execution of the release have no bearing on the specific claim against Allstate here, which is breach of an unsigned contract. That's all, Your Honor.

MR. TALARICO: Your Honor, may I respond?

THE COURT: You had a full opportunity to argue, Mr. Talarico, but in the interest of making a complete record, what did you wish to say, bearing in mind that Ms. Tinajero will have the last word?

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FURTHER ARGUMENT
BY MR. TALARICO:
Yes. I'm repeating myself but --
THE COURT: Then why are you taking everybody's time if all you're going to do is repeat yourself?
MR. TALARICO: One sentence, Judge, will be all I want.
I'm allowed to do that pursuant to 735 ILCS 5/2-1005(c). Thank you, Judge.
THE COURT: All right. You did, indeed, repeat yourself, but I suppose if you wanted to say that a second time for the record, fine.
COURT'S RULING
ON THE M0TION:
Plaintiff's counsel is correct, Section 2 1005 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-1005, Subparagraph (c), does permit an opposing party to, quote, prior to or at the time of the hearing on the motion file counter-affidavits, unquote.
I remain unconvinced of the wisdom of that provision of the Illinois Code of Civil Procedure, but there's nothing unconstitutional about it and judges don't ignore or overlook a statute simply because they can't understand why in the world that would be the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

law. So, yes, there is nothing procedurally improper about launching an affidavit at the opposing parties and the Court hours before a hearing on a fully briefed Motion For Summary Judgment. So I have received the affidavit.

The affidavit, as I said, essentially seeks to lay ground work for a claim of duress in executing the release. I don't see anything about duress by Allstate and I don't see anything in the affidavit, nor have I heard anything in counsel's argument today, that would suggest that Allstate was not entitled to rely on the release, but the release issue is only one of the arguments that Allstate makes in support of its Motion For Summary Judgment.

Even if I were to find that there were an issue of material fact as to the enforceability of the release, Allstate is entitled to summary judgment on Count 5 of the complaint as pled because the only breach of contract that the Plaintiff alleges is failure to follow, quote, the terms regarding amending the contract. But the only amendments of the contract that the Plaintiff identifies are changes from an unsigned version of the contract to the final signed version of the contract.

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The Plaintiff provides no authority to support the proposition that the unsigned contract was binding on Allstate or anyone else. And if the contract, itself, was not binding, definitionally the terms regarding amending the contract, quote, unquote, cannot have been bind. There is no other breach pled. So Allstate ask entitled to summary judgment.

In addition, even if hypothetically, because I understand Mr. Talarico's point, that the unsigned version of the contract was the version presented to the bankruptcy judge in advance, even if theoretically there might be some potential claim for hoodwinking the bankruptcy judge, or something like that, I don't know what it would be, even if hoodwinking the bankruptcy judge, quote, unquote, were a basis for finding a contract enforceable, even so the breaches that the Plaintiff claims did not cause any injury.

Mr. Talarico notes that there were a few changes and one does appear to have introduced a typographical error in terms of the individual who would be responsible to the Plaintiff, but both contracts, the unsigned and the signed, were identical as far as Allstate's obligation and there is no suggestion, there is not even any suggestion, let alone

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an issue of material fact that Allstate paid the full amount that it was obligated to pay under either version of the contract.

So Allstate is entitled to summary judgment not only on the grounds that there was no breach, but, even if there were a breach, there was no injury.

The motion for summary judgment is granted in its entirety.

And the parties will have to remind me, I don't believe there are any other parties remaining, but, perhaps, I'm overlooking someone.

Mr. Talarico, to your knowledge are there any other party defendants remaining in the case?

MR. TALARICO: Not at this moment, Your Honor. There are no more, you've already released everyone.

THE COURT: Okay. So then today's order will be final and appealable.

Ms. Tinajero, I'll ask you to draft a short written order. It doesn't need to say anything more than that the parties appearing on Allstate's Motion For Summary Judgment, Court having heard argument of both sides, having considered all briefs and all exhibits, including the recent affidavit by Plaintiff Paul Dulberg grants summary judgment for the reasons

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

stated on the record. This is a final and appealable order.

Thank you, everybody. Have a good day. We're in recess.

MS. TINAJERO: Thank you, Judge.

MR. TALARICO: Thank you, Your Honor.

(Whereupon the hearing concluded at 11:40 a.m.)

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REPORTER'S CERTIFICATE

I, CONNIE L. JAMES, CSR No. 084.002510, Certified Shorthand Reporter, certify:

That the foregoing proceedings were taken before me at the time and place therein set forth;

That all statements made at the time of the hearing were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken;

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the Laws of Illinois that the foregoing is true and correct.

Dated this 2!

CONNIE L. JAMES, CSR No. 084.002510

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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1407 1:13
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2022 1:7
2023 1:14 21:18
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25th 21:18
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3

300 2:14
312 2:7,11,15
3300 2:10
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550 2:14

6

6 12:17
600 2:6
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7

7 3:6
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a.m. 1:14 10:7 20:7
accepted 10:6 13:17
action 21:15
actually 7:15 12:11
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additionally 6:13
address 7:12 9:20 11:10
addresses 11:8 11:11
adjudicated 8:18
admits 7:4
admitted 6:7
adr 14:2
advance 14:1 18:11
affiant 8:13
affidavit 7:14 7:23 8:10,11 8:20 9:16 11:1 11:8 15:1,9 17:2,5,6,9 19:23
affidavits 10:17 16:19
affirmative 7:5
agreement 5:23 6:1,3,4,5,7,8,11 6:14,15,16,22 6:23 9:22 11:12 12:15 13:11 15:11,15
al 1:8
allegations 13:9
alleged 6:9 13:12
alleges 17:19
allowed 10:14 13:6 16:8
allstate 2:8 4:6 6:2,9,20 8:19 12:3 14:3 15:17 17:9,11 17:13,17 18:3 18:7 19:1,4
allstate's 4:22 7:5 13:13 15:3 15:10 18:23 19:20
alphonse 2:5,5 4:4
amending 11:21 17:20 18:5
amendments 6:11 11:22 17:21
amount 6:18 8:23 19:2
amundsen 2:9
answer 11:1
anybody 10:20
anyway 13:19
appeal 4:16
appealable 19:17 20:1
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appears 14:10
arbitration 8:18
argue 15:21
argued 12:3
argument 5:19 7:9 9:13,13,19 10:2 14:22 16:1 17:10 19:21
arguments 3:5 5:21 9:24 17:13
aside 15:8
asked 11:6
assumes 14:6
attached 7:2 10:8 11:12
attorney 8:1 14:3 21:14
authority 5:10 18:1
avenue 2:10

b

b 12:4,6
back 10:4 13:9
bankruptcy 12:7,8,8,22 13:4,10 18:11 18:13,14
based 9:14,15
basis 9:23 18:15
baudin 1:8 14:3 15:12
bearing 15:16 15:23
began 9:18
behalf 7:13 12:3
believe 7:15 9:14 13:1 14:4 19:10
better 10:16
bind 18:6
binding 6:4,8 6:12,15,22 12:15 15:14,15 18:3,4
bisgaard 2:13
boulevard 2:6
bound 5:24 6:2
brand 9:13
breach 6:1,19 6:21 11:17,19 11:24 12:2 13:20 14:4 15:10,18 17:19 18:6 19:5,6
breached 11:20
breaches 18:16
brief 5:12,17 9:15 11:11 14:9,12
briefed 4:24 17:3
briefing 15:5
briefly 14:24
briefs 5:9,18 19:22
bring 8:12
brings 8:22
brisbois 2:13

c

c 2:1 10:13,17 16:9,17
case 14:9 15:5 19:13
casualty 4:7
cause 18:17
certain 7:3
certificate 21:1
certified 21:4
certify 21:4,13
changed 13:21
changes 11:23 17:22 18:19
changing 12:18
chicago 2:10,14
choose 11:10
circuit 1:1
cite 11:22
cited 5:10 14:9
civil 16:16,21
claim 11:17,19 12:2 15:17 17:7 18:12
claims 18:17
clear 7:3 10:13
code 16:16,21
commencing 1:13
companies 8:16
company 4:7 9:9
complained 6:19
complaint 6:18 11:13 17:18
complete 15:22
completely 14:10
complied 10:15
concluded 20:7
conference 1:11 2:2
connie 1:22 21:3,20
considerable 8:23
considered 19:22
contained 15:8
contemplate 9:1
contempt 8:3,7
contract 8:4,5 11:17,20,22,24 12:10,13,18,19 12:23 13:1,14 13:15,16,16,17 13:20,21,22,23 14:5,7,13,17 15:18 17:19,21 17:21,23,24 18:2,4,5,10,16 19:3
contracts 18:22
contrary 8:23 9:6

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

cook 1:1
cooperate 7:18
copied 7:24
copies 13:24
copy 10:9,10 15:2
correct 16:15 21:11,17
counsel 10:8,23 15:6 16:15
counsel's 17:10
count 9:23 11:17 17:18
counter 7:14,23 10:17 15:1,9 16:19
county 1:1,2
course 5:9,12 15:14
court 1:1 4:1,8 4:11,17 5:4,6 7:7,15 9:12,17 10:24 11:2,3,6 11:16,19 12:6 12:7,16 13:10 13:10,22 14:6 14:20 15:21 16:4,10 17:3 19:16,21
court's 3:9 16:13
courtesy 15:2
courtroom 1:13 7:16 10:11
craig 4:13
create 15:9
csr 1:22 21:3 21:20

d

d 3:1
damage 6:17
dated 21:18
david 12:21
davis 2:9
day 20:3 21:18
days 7:18
declare 21:16
defendant 2:8 11:20 12:19
defendants 1:9 2:12 4:13 15:13,13 19:13
defenses 7:5
definitionally 18:4
delivered 7:16 9:17 10:10
denies 13:19
department 1:2
different 8:3 9:4
directed 13:11
discovery 13:7
discuss 4:24
dismissed 4:14
division 1:2
doubt 7:3
draft 11:12 19:18
drafting 6:10
dulberg 1:4,5 4:18,20 6:17 6:21 7:1,4,13 7:14,17 8:22 10:23 12:21 13:18 15:6,13 19:24
dulberg's 15:16
dulbergs 12:20
duress 9:14 17:7,8

e

e 2:1,1 3:1 7:24
earlier 4:15
effect 13:5
effective 7:21
effectiveness 11:8
either 19:2
employee 21:14
empowered 14:17
ends 9:4
enforce 8:21
enforceability 9:22 17:16
enforceable 11:13,14,16 12:1,5 13:1 14:7,14 18:16
enforced 8:5
entered 8:18 15:5
entire 9:23
entirety 19:8
entitled 17:11 17:17 18:7 19:4
error 18:20
especially 8:11
essentially 17:6
et 1:8
everybody 10:20 20:3
everybody's 16:4
evidentiary 11:3
examine 10:24
excess 6:18
exclusively 9:16 11:7
executed 6:5,8 6:12,15,22 7:1
executing 17:7
execution 15:15,16
exhibit 11:12 11:23,23,24 12:4,6,6
exhibits 5:9 10:8 19:23
exists 12:21
extension 15:6
extensive 14:10
extent 6:6

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

f

f 1:12
fact 8:12 13:2 14:16 15:10 17:16 19:1
facts 6:21 8:23
factual 14:7,10 14:12
failure 17:20
far 18:23
feel 5:11
file 10:17 15:7 16:19
filed 7:13,17,19 9:16 10:5,6,11 10:12 15:1
final 17:23 19:17 20:1
financially 21:15
find 17:15
finding 18:15
fine 16:12
finished 14:18
first 5:6,15 8:16 9:7,9 10:4
flawed 6:2
flow 6:19
focused 11:7
follow 17:20
following 11:21
force 8:21
forced 7:21
forcing 8:1
foregoing 21:6 21:11,17
forgive 13:3
forth 5:21 6:14 13:9 21:7
forward 4:24 5:22 12:10
free 7:3
full 4:20 9:24 15:21 19:1
fully 4:23 17:3
further 7:1 10:2 14:22 16:1 21:13
furthermore 8:17

g

general 8:4
genuine 15:9
give 5:12 7:18
go 12:10
going 14:18 16:5
good 4:1,3,5,11 20:3
granted 19:7
grants 19:24
ground 17:7
grounds 19:5

h

hand 9:17
hard 10:9,10 13:24
heard 5:13 17:10 19:21
hearing 1:11 3:3 4:22 5:1 10:18 11:3 16:18 17:3 20:7 21:9
held 1:12 8:7
hold 8:2
honor 4:3,10 5:5,16 7:6 9:5 10:5,7,14 11:4 15:19,20 19:14 20:6
honorable 1:12
hoodwinking 18:12,14
hope 9:1
hour 11:7
hours 17:3
hundreds 9:3
hypothetically 18:8

i

identical 18:22
identified 4:19
identifies 6:17 17:22
identify 4:2
ignore 16:23
ilcs 16:8,16
illinois 1:1 2:6 2:10,14 16:16 16:21 21:17
importantly 6:11 9:6 15:7
improper 17:1
inappropriate 9:3
including 19:23
indicated 7:23
individual 18:20
individually 4:18
information 15:8
injury 18:17 19:6
instructed 12:23
insurance 4:7 8:15 9:9
interest 15:22
interested 21:15
introduced 18:19
irrelevant 14:11
issue 9:6 15:10 17:12,16 19:1
issues 12:17 13:6

j

jail 8:6
jailed 8:3
james 1:22 21:3 21:20

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

jason 2:13 4:12
jochum 2:13 4:9,10,10,12,12
joined 4:17
joseph 4:13
judge 4:5 5:3 7:12 8:2,8,14 8:19,24 9:8,10 10:12,16 11:18 12:6,8,9,9,14 12:16,22 13:3 13:15 14:15,19 14:24 16:6,9 18:11,13,15 20:5
judges 16:22
judgment 3:3 4:23 5:22 7:2 9:2 10:14 17:4 17:14,17 18:7 19:4,7,21,24
judicial 8:15

k

k 4:19
keep 5:17
kelly 1:8
know 5:22 6:18 10:16,16 18:13
knowledge 19:12
kost 4:18

l

l 1:7,22 21:3,20
language 13:23
launching 17:2
law 1:2 2:5 17:1
laws 21:16
lay 17:7
legal 14:8,12
legally 6:1
lewis 2:13
liability 13:13
liable 12:19,20
license 1:23
llp 2:13
logic 9:7
lynch 12:9

m

m0tion 16:14
made 6:11 11:5 15:13,13 21:8
mails 7:24
maintain 6:9
make 9:13,19 9:23,24 11:9
makes 8:8 17:13
making 15:22
material 15:10 17:16 19:1
matter 8:17 12:15 13:8
matters 15:8
mean 13:18
mediation 6:4,8 6:10,12,15,22 12:15 15:14,15
message 10:20
michael 1:12
michelle 2:9 4:6
michigan 2:10
mind 15:23
minutes 9:17
modified 6:7
moment 19:14
monetary 6:13
money 8:13 9:7
months 12:17
morning 4:1,3 4:5,11 5:17 10:7 15:1,3
motion 3:3,9 4:23 5:14,21 7:2 8:10 9:21 10:13 12:3 16:19 17:4,13 19:7,20
move 4:24

n

n 1:8 2:1,10 3:1
name 4:5
names 12:18
need 5:11 8:19 19:19
never 9:8 12:10
new 9:13
northbrook 2:6
notes 18:18 21:12
notice 1:13 8:15

o

o 4:19
objection 10:22
objects 10:21
obligated 19:2
obligation 18:23
observing 4:15
offices 2:5
okay 5:6 9:12 19:16
olsen 2:12 4:13 4:13 15:13
opportunity 5:13 9:24 11:10 15:21
opposing 16:17 17:2
opposite 7:19
option 11:5
order 7:12 8:18 19:16,19 20:2
otto 1:12 4:5
overlook 16:23
overlooked 14:12
overlooking 19:11
own 8:1,20,24

p

p 2:1,1
paid 8:13,20 9:7 19:1
paragraph 11:20

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

parameters 6:13
participants 14:4
particular 8:7
parties 2:2 5:10 6:6 13:18,18 17:2 19:9,10 19:20 21:14
party 5:24 16:18 19:13
paul 1:4,4 4:20 12:20 19:24
pay 8:16 9:9 19:2
penalty 21:16
perjury 21:16
permission 14:2
permit 16:17
permitted 12:7
person 8:6 12:21
personally 7:16
pg 3:6,6,7,7,9
place 21:7
plain 13:22
plaintiff 1:6 2:4 5:2 13:7 17:19 17:22 18:1,17 18:21 19:23
plaintiff's 15:6 16:15
plaintiffs 4:4 5:23
played 6:9
please 4:1 10:9
pled 17:18 18:6
plus 8:7
point 14:11 18:9
pointed 14:16
position 5:23 6:2,20 15:3
possible 13:12
possibly 11:24 12:2
potential 18:12
practice 9:8 13:3
presented 12:7 12:16 13:22 18:10
prior 13:12 16:18
procedural 15:8
procedurally 17:1
procedure 16:16,21
proceeding 9:18
proceedings 15:14 21:6
property 4:6
proposition 14:8,13 18:2
prove 6:21
provides 14:12 18:1
provision 16:21
pursuant 1:13 10:12 16:8
put 6:2

q

question 11:6
questionable 8:23
questions 11:1
quote 4:20 16:18 17:20 18:5,15

r

r 1:4,5 2:1 4:20
raphael 4:14
read 5:8,11
ready 5:4
really 8:9 11:11 13:8
reason 10:23
reasoning 7:21
reasons 7:20 19:24
received 7:24 15:2,6 17:4
recent 19:23
recess 20:4
recitation 14:10
record 4:2 5:8 10:8 15:23 16:12 20:1
recorded 21:9
refer 4:13
refuse 12:12
refused 12:11
regarding 9:21 11:21 17:20 18:5
relative 12:20 21:13
release 7:1,3,4 7:12,20,20 8:2 8:4,8,19,22 9:6 9:10 10:5,5 11:9 15:16 17:8,12,12,17
released 9:7 19:15
releases 8:14 8:16
relevance 13:12
rely 17:11
remain 16:20
remaining 19:10,13
remains 6:14
remind 19:9
repeat 16:5,10
repeating 16:3
reply 7:4 9:21 12:4
reported 1:22
reporter 21:4
reporter's 21:1

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

represent 4:4,6
representations 15:12
representative 13:6
representing 4:12
respond 10:22 15:20
response 9:15 10:9 15:7
responsible 18:21
rest 14:15
reverse 7:11
review 10:21
reviewed 5:9
revocable 1:5 4:20
right 4:11 11:4 16:10
role 6:10
ruling 3:9 16:13

s

s 2:1 4:19
saw 12:22 14:9
saying 9:2
says 8:13 10:17 12:19 13:23
schedule 15:5
second 16:12
section 16:15
see 4:17 9:2 11:11 13:7 17:8,9
seeks 17:6
send 8:16 10:9
sense 8:8
sent 7:15 8:14 10:6,20
sentence 16:6
september 1:14 21:18
set 5:21 6:13,20 21:7
settled 9:8
short 19:18
shorthand 21:4 21:12
sick 7:17
sides 5:12 19:22
sign 8:2,22 12:9 12:11,12,23 13:11
signature 21:19
signed 7:14 8:14 12:10 13:16,17,19 17:23 18:22
signing 7:4 8:4
simply 6:2 16:23
single 14:9
skokie 2:6
smith 2:13
sorry 4:10 11:15
specific 15:17
spectrum 9:4
spelled 9:21
staff 10:10
start 7:11
stated 20:1
statement 8:13
statements 21:8
statute 10:15 16:23
stay 13:4,13 14:18
stenographic... 21:9
straight 5:22
street 2:14
stricken 15:4
submit 13:24
subparagraph 16:17
subsection 10:13,17
sufficient 13:20
suggest 17:11
suggested 10:23
suggestion 18:24,24
suite 2:6,10,14
summary 3:3 4:23 5:22 7:2 9:2 10:14 17:4 17:14,17 18:7 19:4,7,21,24
supplied 9:5
support 10:10 14:8,13 17:13 18:2
suppose 16:11
sure 9:23 11:9

t

t 4:19
take 8:15
taken 1:13 5:24 21:6,12
talarico 2:5,5 3:6,7 4:3,4 5:2 5:3 7:8,10 9:12 10:3 11:4,14 11:18 13:15 14:6,15,20 15:20,22 16:2 16:6 18:18 19:12,14 20:6
talarico's 18:9
talk 8:10
talking 14:18
telling 8:1
terms 6:6 7:2 8:4,5 11:21 13:15,17,19,21 17:20 18:5,20
thank 4:8,17 5:16 7:7 9:11 14:19,20 16:9 20:3,5,6
theoretically 18:11

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

things 8:9 9:3 12:14 13:2
think 7:11,24 8:9,22 9:5 10:13,19 13:2 13:5 14:1
thomas 4:18
threatened 8:6
thursday 1:14
time 7:19 10:18 10:21,22 13:5 15:7 16:5,12 16:18 21:7,8
tinajero 2:9 3:6 3:7 4:5,6 5:4,5 5:14,16,20 7:7 9:20 12:2 14:21,23 15:24 19:18 20:5
today 4:22 7:16 9:10,13 10:11 11:10 17:10
today's 19:16
told 12:23
transcribed 21:10
transcript 21:12
transcripts 7:24
trial 12:16
tried 10:20
true 21:11,17
trust 1:5 4:20
trustee 4:20 12:9,10,23 13:11
truth 13:8
trying 8:21
typographical 18:20

u

unconstitutio... 16:22
unconvinced 16:20
undated 6:1
under 6:21 8:5 13:13 19:2 21:16,16
understand 16:24 18:9
undisputed 6:6
unquote 4:21 16:19 18:5,15
unsigned 5:23 6:1,3,7,15,22 9:22 12:4,8,22 14:7,13,17 15:11,18 17:23 18:2,9,22

v

valid 6:5 12:18
version 17:23 17:24 18:10,10 19:3
video 1:11 2:2
violated 10:19
violation 13:4
violations 13:12
vs 1:7

w

w 2:14
want 9:13,19 9:20,23 10:21 10:21 11:9 16:7
wanted 16:11
wants 10:24
we've 13:8
weeks 14:1
willette 2:12 4:14
willing 11:1
window 4:19
wisdom 16:20
wish 10:1 14:21 15:23
word 5:7,15 15:24
work 17:7
world 16:24
written 19:19

x

x 3:1

y

yalden 2:12 4:14
yesterday 7:17 7:19 9:16 10:5 10:11

z

zoom 1:11 2:2 4:19

Exhibit AR
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-09-25_MyVeritext Batch Download - 6099461 - Monday, September 25, 2023 12_20 PM/6099461-1 (1)_PDFTran.pdf

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Date : 10/11/2023 10:33:57 AM
From : "Paul Dulberg"
To : "Law Office Of Alphonse Talarico"
Cc : "Tom Kost"
BCc : "Paul Dulberg"
Subject : Re: Are these 4 Illinois Circuit Court Orders Appealable ? Does the Judge's incorrect conclusion on the record have any affect?

Dear Mr Talarico,

What party the “potential conflict” with?

Paul

> On Oct 11, 2023, at 10:30 AM, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:
>
> Gentlemen,
>
> This is the email I had referenced this morning.
>
> Sincerely,
>
> Alphonse A. Talarico
> 3128081410
> 3126081410
>
> **From:** Timothy J. Storm <tjs@law-storm.com>
> **Sent:** Tuesday, October 10, 2023 8:29 AM
> **To:** Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
> **Subject:** Re: Are these 4 Illinois Circuit Court Orders Appealable ? Does the Judge's incorrect conclusion on the record have any affect?
>
> Mr. Talarico:
>
> Because of a potential conflict situation, I would not be in a position to offer any opinion with respect to the referenced matter.
>
> TJS
>
> **Timothy J. Storm**
> **Law Office of Timothy J. Storm**
> **Suite 200**
> **777 Lake Zurich Road**
> **Barrington, Illinois 60010**
> **847-526-6300**
>
> **www.stormappellatelaw.com**
>
> Author of

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Illinois Civil Litigation Guide
Courtroom Handbook on Illinois Evidence

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On Mon, Oct 9, 2023 at 10:29 AM Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:

Re: 2022 L 10905 Dulberg V Baudin et al

Dear Attorney Strom,

I am in the middle of watching your ISBA Civil Appeal Basics "When is an Illinois Circuit Court Order Appealable?" but
I cannot determine which of the 3 of 4 attached orders are appealable

The first order entered on May 25, 2023 is clearly appealable and I have appealed 1-23—1142 but my Appellants' Brief is due on October 12, 2023.

The second order of May 25, 2023 is in question the Complaint was dismissed without prejudice.

The third order dated August 29, 2023 is in question because the Attorney for these Defendants said he did not want final and appealable language until the Allstate Defendants Motion was ruled upon .

The fourth order dated September 21, 2023 is in question based on the language of the order missing "and there is no just reason or cause to delay the enforcement of this order."

Add to the above the statements made as stated on the Report of Proceedings for September 21, 2023 page 1ine 9 to 17 where, when I was asked what i remember about the other parties and I responded incorrectly because I had forgotten about Defendant ADR Systems and the Judge said on the record that "Okay. So then today's order will be final and appealable"

Please help!

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Your anticipated cooperation is greatly appreciated,

Alphonse A. Talarico
3128081410
3126081410

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gmail

T Kost <tkost999@gmail.com>

Retainer - Multiple cases

1 message

Paul Dulberg <Paul_Dulberg@comcast.net> Tue, Sep 26, 2023 at 8:08 AM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Cc: Tom Kost <tkost999@gmail.com>

Dear Mr Talarico,

Today I have mailed you a check in the amount of $10,000.00 as a retainer for the multiple upcoming cases we are to file.

The cases are based on but not limited to the following subjects:
Fraud on the court
Civil rights violations
Reopening the bankruptcy
Etc…

This in no way stops your continued representation in any of the other cases (and their various appeals) that you were previously retained for but rather is an addition of new cases that will be filed and added to the current cases you currently are retained for..

Thank you,
Paul

Hearing Date: 10/31/2023 9:45 AM - 9:50 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, U

FILED
10/11/2023 10:14 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
24734151

FILED DATE: 10/11/2023 10:14 AM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG, THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY, Defendants.	)	Case No. 2022 L 010905

DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S
REQUEST FOR STATUS

On May 25, 2023, the Court granted Defendant ADR Systems of America, L.L.C.'s Section 2-615 Motion to Dismiss. However, the Court's dismissal was *without* prejudice. *See* May 25, 2023 Order, attached as **Exhibit A**. Since that time, the Court has granted the remaining Defendants' various motions to dismiss or for summary judgment with prejudice. ADR requests

FILED DATE: 2/24/2023 10:30 AM 2022L010905

that the Court conduct a status conference for the purpose of determining whether Plaintiffs intend to file an Amended Complaint as to ADR (noting that it remains ADR's position that no set of facts exist by which Plaintiffs could state a viable claim against ADR). If Plaintiffs intend to file an Amended Complaint, ADR asks the Court to schedule a brief period of time for them to do so. If Plaintiffs do not intend to file an Amended Complaint, ADR asks the Court enter an Order dismissing the claim against ADR with prejudice.

Respectfully submitted:

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman
One of Its Attorneys

Robert A. Chapman
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Firm I.D. No. 29411

Exhibit AU
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-10-11_231011 Motion for Status Conference.pdf

FILED DATE: 2/24/2023 10:30 AM 2022L010905

EXHIBIT A

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FILED DATE: 2/24/2023 10:30 AM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	Case No. 2022 L 010905
v.	)	
KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices, et al.	)	
Defendants.	)	

ORDER

This matter coming before the Court for hearing on Defendant ADR Systems of America, L.L.C.'s Section 2-615 Motion to Dismiss, the parties being present, and the Court being duly advised in the premises.

IT IS HEREBY ORDERED:

1. For the reasons stated on the record, Defendant ADR Systems' Motion to Dismiss is granted and Plaintiffs' Complaint is dismissed without prejudice;

2. This matter as to ADR is continued for status to July 31, 2023 at 9:45 a.m.

By: _____
Hon. Michael Otto

Judge Michael F. Otto

MAY 25 2023

Circuit Court – 2065

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Firm I.D. No. 29411
Counsel for Defendant ADR Systems of America, L.L.C.

FILED DATE: 10/12/2023 10:30 AM 2022L010905

CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on October 11, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

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/s/ Robert A. Chapman

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

Date : 10/31/2023 12:40:32 PM
From : "Paul Dulberg"
To : "Alphonse Talarico"
Cc : "Tom Kost"
BCc : "Paul Dulberg"
Subject : Kangaroo court order issued today in Baudin, Olsen, ADR, Allstate case

Dear Mr Talarico,

If I understand you correctly from our phone conversation;
1. Judge Otto and the cook county circuit court lost jurisdiction to have any more hearing in the case because we had already filled for appeal.
2. We filed for the appeal after ADR filed this motion to clarify but before the motion to clarify was heard.
3. Motions to clarify orders do not stay the date to file the appeal.
4. Only motions challenging court orders stay appeal proceedings.

If I got anything wrong in what I understood from our phone conversation or if I missed anything please let me know.

Please send me a copy of the Kangaroo court order issued today by Mr Otto who just played Judge in a kangaroo court because he has no jurisdiction.

A more detailed explanation of what happened and what we can or need to do would be appreciated as well.

Thanks,
Paul

Hearing Date: 12/12/2023 9:45 AM - 9:50 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, U

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11/17/2023 3:45 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN a/k/a BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES; WILLIAM RANDAL BAUDIN II a/k/a BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES; KELRAN, INC a/k/a THE BAUDIN LAW GROUP, Ltd.; JOSEPH DAVID OLSEN a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; CRAIG A WILLETTE a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; RAPHAEL E YALDEN II a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES; and ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, Defendants.	Case No. 2022 L 010905 Honorable Michael F. Otto Calendar U

ADR SYSTEMS OF AMERICA, LLC'S
PETITION FOR SANCTIONS UNDER RULE 137

Defendant ADR Systems of America, LLC ("ADR"), for its Petition pursuant to Illinois Supreme Court 137 against Plaintiffs Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, "Dulberg") and their attorney Alphonse A. Talarico ("Mr. Talarico"), states as follows:

FILED DATE: 12/27/2023 3:46 PM 2022L010905

INTRODUCTION

This Court dismissed *with prejudice* Dulberg's claim against ADR set forth in "Count 4" of his Complaint on **October 31, 2023**.

ADR appreciates the Court's reluctance to issue sanctions. Accusations of frivolous pleading are often levied simply because a defendant obtains the dismissal of a claim. There are, however, those occasions where a party so clearly pursues a claim that is objectively without basis, while ignoring a warning that the party should cease pursuing that frivolous claim, that the Court must take action under Rule 137 as a means to protect the party subjected to that claim and the judicial system whose resources are wasted by having to address that claim.

Here, Dulberg contended that ADR somehow wronged him by having one of its neutrals (the Hon. James Etchingham (ret.)) preside over a binding mediation in December 2016 that not only was approved by the United States Bankruptcy Court, but also resulted in a substantial gain to Dulberg. Dulberg then waited six years before filing this lawsuit against various defendants, including ADR. To this date, Dulberg's claim against ADR remains incomprehensible.

In response to the lawsuit and before filing a responsive pleading, counsel for ADR sent a letter to Dulberg's attorney, Mr. Talarico, setting forth in detail why Dulberg's claim against ADR was without a good faith basis as a matter of fact and as a matter of law. ADR warned Mr. Talarico that ADR would seek sanctions if Dulberg did not dismiss its claim against ADR. Dulberg and Mr. Talarico ignored this warning, forcing ADR to pursue its motion to dismiss to resolution. Recognizing the meritless nature of the claim against ADR, the Court dismissed it but allowed Dulberg an attempt to amend. Ultimately, because Dulberg and Mr. Talarico never sought to file an Amended Complaint, ADR had to incur additional fees to request the Court dismiss that claim with prejudice, which the Court did on October 31, 2023.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:46 PM 2022L010905

Dulberg and Mr. Talarico had no factual or legal basis for seeking relief against ADR and knew the risk they were taking when they moved forward. The situation in which Dulberg and Mr. Talarico find themselves is one of their own making that could and should have been avoided.

The Court should enter an Order finding that Dulberg and Mr. Talarico violated Rule 137. Upon that finding, ADR will submit an appropriate declaration in support of its request for the reimbursement of fees and costs ADR incurred defending this action, including fees it has incurred in seeking sanctions by this motion.

FACTS SUPPORTING THE ISSUANCE OF SANCTIONS

A. ADR Presides Over a Binding Mediation Approved by the United States Bankruptcy Court and Dulberg Accepts the Benefits of that Mediation

1. ADR, based in Chicago, provides alternative dispute resolution services, which include arbitrations and mediations.

2. The gist of Dulberg's Complaint arose from his personal bankruptcy filed in the United States Bankruptcy Court for the Northern District of Illinois (Case No. 14-83578). It appears that Dulberg is unhappy that Defendant Joseph Olsen (the "Trustee"), who served as the bankruptcy trustee overseeing Dulberg's personal bankruptcy, agreed to the recommendation of the Bankruptcy Court-approved special counsel, the Baudin Law Group, to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*) ("Dulberg's Injury Claim"). (*See* Dulberg Comp., **Exhibit A** hereto, at Exhibit 7.)

3. In an October 31, 2016 hearing, the Bankruptcy Court approved (i) the proposal to hold a binding mediation of Dulberg's Injury Claim, (ii) that this mediation would be subject to a $50,000-$300,000 (reflecting the applicable insurance policy limit) high/low agreement, and (iii) that the mediator who would preside over the binding mediation would *not* be made aware of

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

that high/low agreement. (Dulberg Compl. at Exhibit 6A (October 31, 2016 Transcript of Proceedings), pp. 2-5.)

4. The Bankruptcy Court approved the submission of the claim to binding mediation before ADR. ADR played no role in the bankruptcy proceedings. (*Id.* at Exhibit 8 ("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.").)

5. On December 8, 2016, the parties, *including Dulberg*, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.). (*Id.* ¶ 57.)

6. Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement. (*Id.* at Exhibit 11.) That agreement reflects the "high/low" agreement that the Bankruptcy Court approved.

7. On December 12, 2016, Judge Etchingham rendered an award in Dulberg's favor of $561,000. The issuance of the award terminated ADR's involvement in the proceeding. (*Id.* ¶ 64 and Exhibit 10.)

8. In or about April 2017, the Trustee sought approval for the distribution to various attorneys and creditors from the proceeds received as a result of the binding mediation. The Trustee's request also included a distribution to Dulberg of more than $117,000. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his $117,000 without objection to the Bankruptcy Court. (*See* ADR Motion to Dismiss, **Exhibit B** hereto, p. 4.)

9. Six years later, Dulberg instituted this lawsuit, complaining that his lawyers forced him into binding mediation against his will.

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

10. Without commenting on the validity of the claims against the other parties, which the Court dismissed with prejudice, Dulberg's claim against ADR set forth in "Count 4" is (and has always been) unfounded in fact or law.

11. Dulberg admitted in his Complaint that "there was a valid and enforceable contract" between Dulberg, Allstate, and ADR. (Dulberg Compl. ¶ 94.)

12. Apparently, there was an unsigned and undated draft of a Binding Mediation Agreement that the Trustee submitted to the Bankruptcy Court as part of his motion seeking approval to submit the matter to binding mediation. (*Id.* ¶ 95.) Dulberg did not allege that this draft constituted a "valid and enforceable contract."

13. According to Dulberg, "Major terms within the two agreements were changed." (*Id.* ¶ 96.) Dulberg never offered an explanation as to the alleged relevance of the cited terms. (*See, e.g.*, notifications, "Language under Parties B; "who is liable to plaintiff"; ADR's fee schedule, ADR's "Fee Schedule boxed information"; "page 6 section v number 5".)

14. Dulberg then alleged that ADR breached the Binding Mediation Agreement by not following the terms regarding amending the contract. However, Dulberg, by his own allegations, admitted that the only enforceable contract to which ADR was a party is the one the parties signed. (Dulberg Compl. at Exhibit 11.)

15. Dulberg then asserted in perplexing fashion that "Plaintiff suffered pecuniary injury in an amount in excess of $261,000 because the contract under the changed terms should not be allowed to regulate the procedure." (*Id.* ¶ 100.)

16. Dulberg's Complaint admitted (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint; (ii) a binding mediation dispute was presented to ADR for resolution; (iii) Dulberg attended the binding

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

mediation; and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which the parties accepted.

17. ADR was not a party to the draft agreement that the Trustee attached to his motion, and the Complaint lacked any allegation that ADR engaged in any material breach of the executed Binding Mediation Agreement.

B. ADR Notifies Dulberg and its Counsel, Mr. Talarico, that Count 4 Violates Rule 137 because it Has No Basis in Fact or Law

19. On January 31, 2023, ADR, through its counsel, sent a two-page letter to Mr. Talarico stating the many reasons why Count 4 was neither well-grounded in fact nor warranted by existing law and, as such, why it served no legitimate purpose. (*See* **Exhibit C**.)

20. ADR demanded that Dulberg immediately withdraw the Complaint against ADR. ADR further warned Dulberg and its counsel that if they did not do so, ADR would seek Rule 137 sanctions.

C. The Court Dismisses Count 4 *without Prejudice*, and Dulberg Does Not Attempt to File an Amended Complaint

21. Dulberg and its counsel ignored this warning and their obligations under Rule 137.

22. As such, on February 24, 2023, ADR was forced to file a Section 2-615 Motion to Dismiss. (*See* **Exhibit B** (without exhibits).)

23. Beyond the fact that Count 4 made no sense, Count 4 failed as to ADR because a valid breach of contract claim must identify the specific contractual provision at issue and the conduct constituting a breach thereof. *See Babbitt Muns., Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 15 (affirming dismissal of breach of contract claim).

24. On April 25, 2023, on Dulberg's behalf, Mr. Talarico filed a four-page Response, which made no serious attempt to address the gross factual and legal deficiencies in Count 4. (*See* **Exhibit D**.)

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

25. On May 9, 2023, ADR filed its Reply in support of its Motion to Dismiss, which reviewed why Dulberg's Response was inadequate or simply made no sense. (**Exhibit E.**)

26. The Court held a hearing on ADR's Motion to Dismiss on May 25, 2023, and dismissed Count 4 without prejudice. (*See* **Exhibit F.**)

27. Thereafter, Dulberg did not seek to file an Amended Complaint.

28. On October 11, 2023, in light of Dulberg's failure to file an Amended Complaint, ADR filed a Motion for Status Conference, which was heard on October 31, 2023. Mr. Talarico did not attend that hearing. The Court entered an Order dismissing Dulberg's claims against ADR with prejudice. (*See* **Exhibit G.**)

ARGUMENT

I. Rule 137 Sanctions Are Appropriate because Dulberg Did Not Have any Legitimate Basis for Filing Count 4

Illinois Supreme Court Rule 137 requires the signature of an attorney on "[e]very pleading." Ill. S. Ct. R. 137(a). The signature constitutes a certificate that, to the best of the signer's "knowledge, information, and belief formed after reasonable inquiry," the pleading is "well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation." *Id.* Where that good faith and reasonable basis to support the pleading is lacking, Rule 137 allows a court to impose sanctions on both the attorney and the represented party. *Id.* "The purpose of the rule is to prevent a litigant from abusing the judicial process by penalizing the party who brings a vexatious or harassing action without a sufficient legal or factual foundation." *Marvel of Ill., Inc. v. Marvel Contaminant Control Indus., Inc.*, 318 Ill. App. 3d 856, 867 (2d Dist. 2001) (internal quotation and citation omitted).

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Further, "[a]n attorney has an obligation to promptly dismiss a lawsuit once it becomes evident that it is baseless." *Baker v. Daniel S. Berger, Ltd.*, 323 Ill. App. 3d 956, 964 (1st Dist. 2001) (internal quotation and citation omitted). Sanctions are warranted under Rule 137 when counsel fails to do so. *See id.* at 962 (holding trial court abused its discretion when it failed to sanction counsel that filed and then failed to dismiss frivolous declaratory judgment complaint).

While one could fairly assert that Dulberg's entire Complaint violated Rule 137, there can be *no* doubt that Count 4 against ADR is precisely the type of claim Rule 137 is aimed to prevent. Here, Dulberg and its counsel, Mr. Talarico, had no reasonable (or legitimate) basis in law or fact for pursuing Count4 against ADR. At no time could they come close to satisfying the most basic elements of a contract claim – namely, what provision of the Mediation Agreement ADR breached and why that breach was responsible for any damages to Dulberg.

Sanctions are warranted here, especially in light of the warning that was provided to Dulberg and Mr. Talarico that it should not proceed against ADR and Dulberg and Mr. Talarico's inability, both in Dulberg's Response and during the hearing on the Motion to Dismiss, to articulate any logical basis under Illinois law for bringing a claim against ADR.

II. As an Appropriate Sanction, the Court Should Order Dulberg and Mr. Talarico to Pay ADR the Attorneys' Fees and Costs it Incurred in Moving to Dismiss Count 4 and in Seeking Rule 137 Sanctions

Rule 137 allows a party to recover the attorneys' fees and costs it incurred because of the sanctionable pleading. *Robertson v. Calcagno*, 333 Ill. App. 3d 1022, 1028 (1st Dist. 2002); *see also* Ill. S. Ct. R. 137(a). A party may also recover the attorneys' fees it incurs in prosecuting a motion for sanctions. *Id.* As an appropriate sanction under Rule 137, the Court should award ADR not only the attorneys' fees and costs it incurred in obtaining the dismissal of Count 4, but also the additional attorneys' fees ADR incurs in seeking relief under Rule 137.

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

WHEREFORE, ADR Systems respectfully requests that the Court grant this Petition, find that Plaintiffs and their counsel, Mr. Talarico, violated Illinois Supreme Court Rule 137, and find that ADR is entitled to an award of the attorneys' fees and costs it incurred in dismissing Count 4 of the Complaint and in seeking sanctions under Rule 137 and grant such other and further relief as the Court deems appropriate. Upon the entry of such an Order, ADR will submit an appropriate declaration setting forth its fees and costs.

Dated: November 17, 2023

Respectfully submitted,

ADR SYSTEMS OF AMERICA, LLC

By: /s/ Robert A. Chapman
One of its Attorneys

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Firm ID No. 29411

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

VERIFICATION

I, Robert A. Chapman, an attorney for Defendant ADR Systems of America, LLC, depose and aver, pursuant to 735 ILCS 5/1-109, that I have read ADR's Petition for Sanctions under Rule 137 and that the statements contained therein are true and correct to the best of my knowledge.

/s/ Robert A. Chapman

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

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All Law Division initial Case Management Dates will be heard via ZOOM.
For more information and Zoom Meeting IDs go to https://www.cookcountycourt.org/HOME/Zoom-Links/Agg4906_SelectTab/12
Remote Court date: 2/8/2023 9:30 AM

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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,	)	CASE NO. 2022L010905
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.		

PLAINTIFFS' COMPLAINT AT LAW

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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).**

Exhibit AW
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FILED DATE: 12/8/2023 3:56 PM 2022L010905

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.**

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

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FILED DATE: 12/8/2022 3:56 PM 2022L010905

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 addres s of 20 North Clark

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

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 to735 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);

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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 Baundin 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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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

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www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2022 3:56 PM 2022L010905

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."

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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"

41. 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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

won't. This will give you the best possible outcome."

42. 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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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"

43. 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."

44. 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."

45. On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "Yes binding mediation?"

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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."

47. 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"

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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".

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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."

(Please see Exhibit 2 and exhibit 3 attached).

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

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing 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 informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

51. 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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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"

52. 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:

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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 t 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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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."
(Please see Group Exhibit 6A and B attached)

53. On October 31, 2016 both orders were issued by bankruptcy judge.
(Please see Exhibit 7 and Exhibit 8 attached)

54. 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."
(Please see Exhibit 9 p2 attached)

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."
(Please see Exhibit 9 P3 attached)

56. On or about November15, 2016 W. Randal Baudin II 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.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother,

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2023 3:56 PM 2022L010905

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.

58. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee 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.

59. 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.

60. 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).

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

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

because she was informed they had a deal with prior counsel and the case would be settled for $50,000.

63. 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 ******** lied.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of $660,000.00. (Please see Exhibit 10 attached)

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

66. 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.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

68. 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

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

69. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

70. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

71. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

72. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

b) These Defendants knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting that the facts stated in the counterclaim were true.

c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.

d) These Defendants knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.

e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.

g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.

h) These Defendants 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.

i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.

j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

k) Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

m) These Defendants 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.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R. Dulberg all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement. (Please see Plaintiff's Exhibit 11 attached)

73. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a $300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

74. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of $261,00.00

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

75. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

76. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

77. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

78. These Defendants knew that the representation was false.

79. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

80. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

81. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of $300,000.00 against a gross award by the Mediator of $660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD 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

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

83. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

84. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETTE LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

85. Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

86. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

mediation agreement because plaintiff was not a good witness.

87. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of $261,000.00.

88. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

89. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

90. The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

91. Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

92. 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

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and 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 and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 4

BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

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FILED DATE: 12/8/2023 3:50 PM 2022L010905

96. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 4 of the

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

Complaint in their favor and against DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 5

BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

104. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

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FILED DATE: 12/8/2023 3:56 PM 2022L010905

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

94. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

105. Plaintiff did all that was required of him under the terms of the contract.

106. Defendant breached the contract by not following the terms regarding amending the contract.

107. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

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FILED DATE: 12/8/2022 3:56 PM 2022L010905

JURY DEMAND-12 PERSONS

Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST demand a trial by jury on all issues triable by a jury.

Dated: December 8, 2022

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

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

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FILED DATE: 12/24/2025 3:59 PM 2022L010905

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 verily believes the same to be true.

Paul R. Dulberg

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)

I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

1. I have brought suit 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., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

2. The total of money damages I seeks does exceed $50,000;

3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

Paul R. Dulberg

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FILED DATE: 12/7/2022 3:50 PM 2022L010805

FEE AGREEMENT

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

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

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

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

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

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

Signed this 2nd day of September, 2015, and copy received by claimant(s) or claimant(s)'s representative.

Claimant

Claimant

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

Revised 9/2015

EXHIBIT 1

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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin 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.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. 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 Debtors pre-petition with respect to the subject personal injury claim.

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. I understand and agree that:

A. 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.

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. 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 in interest.

E. 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.

F. 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.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

FILED DATE: 12/8/2022 3:50 PM 2022L010905

information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before
me this 27 day of September, 2016

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/19

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FILED DATE: 12/8/2022 3:50 PM 20221210905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin 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.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. 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 Debtors pre-petition with respect to the subject personal injury claim.

EXHIBIT
3

FILED DATE: 2/23/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. I understand and agree that:

A. 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.

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. 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 in interest.

E. 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.

F. 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.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before me this 27 day of September, 20 16

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/17/19

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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
PAUL DULBERG	)	Case Number: 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his Motion for Authority to **Enter into a "Binding Mediation Agreement" in accordance with the "Binding Mediation Agreement" which is attached hereto and made a part hereof as Exhibit A.**

A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church St., Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

EXHIBIT 4

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	Case Number: 14-83578
PAUL DULBERG	)	
Debtor.	)	JUDGE: THOMAS M. LYNCH

MOTION FOR AUTHORITY TO ENTER INTO A "BINDING MEDIATION AGREEMENT".

NOW COMES the Trustee, Joseph D. Olsen, by his attorneys, Yalden, Olsen & Willette, pursuant to Bankruptcy Rule 9019, and for his Motion for Authority to Enter into a "Binding Mediation Agreement", states as follows:

1. That the Debtor, Paul Dulberg, filed his Voluntary Petition for Relief pursuant to Chapter 7 of Title 11 on November 26, 2014;

2. That Joseph D. Olsen is the duly appointed and qualified acting case Trustee of the above captioned Estate;

3. That on the date of the petition the Debtor, Paul Dulberg, had a certain claim against David Gagnon, et al for certain personal injuries suffered in a chainsaw injury. This certain personal injury case is pending in the circuit court of the 22nd Judicial Circuit, McHenry County, Illinois in cause number 12LA178.

4. Heretofore the Trustee has hired as his Special Counsel, the Baudin Law Group, Ltd. to prosecute the Bankruptcy Estate's claim in this matter. After discussions with Randy Baudin, the lead attorney on the file, Mr. Baudin has recommended participation in the "Binding Mediation Agreement", a copy of which agreement is attached hereto and made a part hereof as Exhibit A. There can be no guarantee of the amount of the award that is eventually provided under the "Binding Mediation Agreement" but it has a floor of no less than $50,000.00 and a ceiling of no greater than $300,000.00.

The Trustee, in consultation with his special counsel, believes the "Binding Mediation Agreement" would be in the best interest of the Estate.

Exhibit AW
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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

WHEREFORE, the Trustee requests authority to enter into the afore-described "Binding Mediation Agreement" and to execute any document necessary or appropriate to process the Debtor's claims through that binding mediation process.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Prepared by:
Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815) 965-8635

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FILED DATE: 12/8/2022 3:50 PM 2022L010905

Alexian Brothers Medical Group
PO Box 5500
Belfast, ME 04915-5500

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

Cabelas Visa Center
World's Foremost Bank
PO Box 82609
Lincoln, NE 68501-2609

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Bisiora
515 N. Algonquin Road
Arlington Heights, IL 60005-4405

Kenosha Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759

Northwest Suburban Anesthesiologis
6163 Solutions Center
Chicago, IL 60677-8001

Oak Trust Credit Union
444 N Main Rd, Suite 101
Aurora, IL 60502-9620

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4361

David L. Stretch
Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7418

Bank of America
PO Box 851001
Dallas, TX 75285-1001

Capital One Bank
Attn: General Correspondence
PO Box 30285
Salt Lake City, UT 84130-0285

Dr. Frank W. Sak
4606 W. Elm Street
McHenry, IL 60050-4015

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051-0220

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8499

Oak Trust Credit Union
1 South 450 Summit Avenue
Oakbrook Terrace, IL 60181

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katonah, NY 10536-0502

Walmart Pharmacy
3801 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Paul B. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Capital One Bank (USA), N.A.
PO Box 6492
Carol Stream, IL 60197-6492

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1908

Midamerica Hand to Shoulder Clinic
Dr. Talarico
75 Remittance Drive, Suite 6035
Chicago, IL 60675-6035

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673-1257

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9109

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Worlds Foremost Bank NA
4000 NW 1st Street
Suite 300
Lincoln, NE 68521-4463

Attorney N. Randal Randin, II
Randin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

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FILED DATE: 2/23/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 333918MAG

Revised for Special Billing

I. **Parties**

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. **Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. **Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. **Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT "A"

Exhibit AW
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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:

   a. Medical records and medical bills for medical services;

   b. Bills for drugs and medical appliances (for example, prostheses);

   c. Property repair bills or estimates;

   d. Reports of lost time from employment, and / or lost compensation or wages;

   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;

   f. Photographs;

   g. Police reports;

   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and

   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.

2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

   The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. **Effect of this Agreement**

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 333918MAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his **Motion to Employ Special Counsel, Baudin Law Group, Ltd, as attorneys for the Trustee to pursue a personal injury cause of action.** A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church Street, Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

EXHIBIT 5

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE:	)	CHAPTER 7
	)	
PAUL DULBERG,	)	CASE NO. 14-83578
	)	
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

MOTION TO EMPLOY SPECIAL COUNSEL

NOW COMES Joseph D. Olsen, Trustee, by his attorneys, Yalden, Olsen & Willette, and for his Motion to Employ Special Counsel, hereby states as follows:

1. JOSEPH D. OLSEN is the duly qualified, appointed, and acting Trustee in the above-captioned case.

2. To perform his duties as Trustee, your movant requires the services of an attorney for the following purposes:

A. To appear for and prosecute the Estate's interest regarding a personal injury cause of action;

B. To assist in the preparation of such pleadings, motions, notices, and orders which are required;

3. For the foregoing and all other necessary and proper purposes, movant desires to retain the law office of Baudin Law Group, Ltd., as counsel for the Trustee.

4. Movant feels that the law office is well qualified to render the foregoing services.

5. The law office of Baudin Law Group, Ltd. has no connections with the Debtor(s), creditors, or any party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee as defined in 11 U.S.C. Section 101(14), except as follows:

Post petition the Debtor entered into a contingent fee agreement with Baudin & Baudin (the predecessor law group to the Baudin Law Group, Ltd.) whereby the Debtor paid $3,333.33 as a nonrefundable retainer (to the offset against any future recovery) and agreed to pay Baudin & Baudin 331/3% as a contingency fee if the matter settled prior to trial and 40% if the matter proceeds to trial.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. The attorneys requests that they be compensated in accordance with Baudin Law Group, Ltd. fee agreement which is attached hereto and made a part hereof as "Exhibit A."

WHEREFORE, JOSEPH D. OLSEN, Trustee, prays that he be authorized to employ the law office of Baudin Law Group, Ltd., as his attorneys to render services in the areas described above and compensation be paid as an administrative expense and in such amounts as this Court may hereinafter determine and allow.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his Attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen
YALDEN, OLSEN & WILLETTE
1318 East State Street
Rockford, IL 61104
(815) 965-8635
Fax (815) 965-4573

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Alarion Brothers Medical Group
PO Box 5508
Belfast, ME 04915-5508

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

Bank of America
PO Box 851001
Dallas, TX 75285-1001

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Cabelas Visa Center
World's Foremost Bank
PO Box 82609
Lincoln, NE 68501-2609

Capital One Bank
Attn: General Correspondence
PO Box 30285
Salt Lake City, UT 84130-0285

Capital One Bank (USA), N.A.
PO Box 6492
Carol Stream, IL 60197-6492

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Dr. Frank W. Sek
4605 W. Elm Street
McHenry, IL 60050-4015

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1988

Hand Surgery Associates, SC
Dr. Bagerman / Dr. Alafora
515 N. Algonquin Road
Arlington Heights, IL 60005-4465

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051-0220

Midamerica Hand to Shoulder Clinic
Dr. Talarico
75 Remittance Drive, Suite 6035
Chicago, IL 60675-6035

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-3499

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673-1257

Northwest Suburban Anesthesiologis
8163 Solutions Center
Chicago, IL 60677-8001

Oak Trust Credit Union
1 South 450 Summit Avenue
Oakbrook Terrace, IL 60181

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9189

Oak Trust Credit Union
444 E Main Rd, Suite 101
Aurora, IL 60502-9620

Open Advanced MRI of Round Lake
Radcher
PO Box 502
Katonah, NY 10536-0502

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4361

Walmart Pharmacy
1301 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Worlds Foremost Bank NA
4800 NW 1st Street
Suite 300
Lincoln, NE 68521-4463

David L. Stretch
Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7410

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

Attorney W. Randal Randin, II
Randin Law Group, Ltd.
1100 N. Huntington Dr Suite C
Algonquin, IL 60102

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

FEE AGREEMENT

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

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

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

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

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

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

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

Claimant

Paul Dulberg
Claimant

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

Revised 9/2015

EXHIBIT "A"

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

PAUL R. DULBERG,	)	No. 14 B 83578
	)	Rockford, Illinois
	)	9:30 a.m.
Debtor.)		October 31, 2016

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE THOMAS M. LYNCH

APPEARANCES:

U.S. Trustee: Mr. Joesph D. Olsen.

Group
EXHIBIT
6A

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

THE CLERK: Paul Dulberg, 14 83578.

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

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

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

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.

(End of audio to be transcribed.)

FILED DATE: 2/27/2023 7:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

CERTIFICATE

I, JERRI ESTELLE, CSR, do hereby certify that the foregoing is a true and accurate transcription of proceedings electronically recorded in the matter of PAUL R. DULBERG, 14 B 83578 on October 31, 2016, which was submitted to D&E Reporting for transcription; it contains all the content in said recording; and it has been transcribed to the best of my ability.

Jerri Estelle, CSR /S/
License Number: 084-003284

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT 6B

EXHIBIT "A"

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/27/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

ADR

Exhibit AW
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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Exhibit AW
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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

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FILED DATE: 12/8/2022 3:50 PM 20221010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

Exhibit AW
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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

FILED DATE: 12/8/2022 3:50 PM 2022L010905

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

ORDER TO EMPLOY SPECIAL COUNSEL

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion to employ the law office of Baudin Law Group, Ltd. as attorneys for the estate, 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 employ the Baudin Law Group, Ltd. to represent the estate in regards to the Debtor's personal injury claim, more fully described in the Trustee's Motion, and that the Trustee is allowed to adopt the contingency contract between Debtor, Paul Dulberg and Baudin Law Group, Ltd. as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

EXHIBIT 7

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

FILED DATE: 12/8/2022 3:50 PM 2022L010905

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

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.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

EXHIBIT
8

FILED DATE: 12/8/2022 3:50 PM 2022L010905
FILED DATE: 12/4/2023 3:49 PM 2022L010905

From: Joe Olsen jolsenlaw@comcast.net
Subject: Fwd: Re: Paul Dulberg 14-83578 & 12LA178
Date: December 2, 2019 at 2:05 PM
To: juliawilliams@clintonlaw.net

Joseph D. Olsen - Yalden, Olsen & Willette
838 North Main Street, Rockford, IL 61103-6906
(815) 965-8635 | Fax (815) 965-4573 | jolsenlaw@comcast.net

We have moved! Our new address is noted above. Our phone, fax, and email addresses will remain the same. Thank you.

---------- Original Message ----------
From: Joe Olsen <jolsenlaw@comcast.net>
To: Randy Baudin II <randybaudin2@gmail.com>
Cc: jolsenlaw <jolsenlaw@comcast.net>
Date: December 13, 2016 at 2:33 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Randy-

Just a follow up to our conf. this afternoon, where you advised the results of the binding mediation;

First off, thank you.

Difficult having a Ch. 7 Trustee hovering around your file. I appreciate your professionalism and cooperation;

Secondly, Re medical liens, I reviewed what I had. I came across 1 lien claim, that from U.S. Physical Therapy, Inc., it looks pretty defective. Did you or one of the prior attys. on file ever get notice from them? From any other lien claimant? If you have any such information, could you send me a complete copy of whatever it is you have?

Third, Re your compensation (most important), do we have to worry about any of the debtor's previous atty's possible claim for lien?

If so, can you give me whatever you have re same? The quickest way to get you paid, is if you can provide me w/ the equivalent of a settlement statement which would show how much is owed under the contingent fee contract, plus any costs/expenses claimed by you.

If there is any other claim by any other party to the settlement proceeds, please let me know;

As soon as I get the "settlement statement" I'll file w/ court to get it approved. It's a 21 day notice.

Can you let me know when you expect to receive the settlement funds? Again, you must turn over the gross proceeds to me.

Thanks again.

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815)965-8635
Fax (815)965-4573

On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> wrote:

You can good ahead sign it. Thank you so much.

EXHIBIT 9

FILED DATE: 12/8/2022 3:50 PM 2022L010905
FILED DATE: 1/27/2023 7:40 PM

On Mon, Oct 31, 2016 at 10:41 AM, < jolsenlaw@comcast.net> wrote:

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.

From: "Randy Baudin II" < randybaudin2@gmail.com>
To: "jolsenlaw" < jolsenlaw@comcast.net>
Sent: Monday, September 26, 2016 2:09:00 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Any luck on appointing us as attorneys on this case yet?

Thanks,
Randy

On Fri, Sep 16, 2016 at 11:24 AM, < jolsenlaw@comcast.net> wrote:

Randy-
Nice talking w/ you today, below is contact info.
Thanks.

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815)965-8635
Fax (815)965-4573

--

Click to get my LinkedIn Profile

W. Randal Baudin II's Linkedin Profile
Cell 815.814.2193

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

On December 8, 2016, the matter was called for binding mediation before the Honorable James P. Etchingham, (Ret.), in Chicago, IL. According to the agreement entered into by the parties, if a voluntary settlement through negotiation could not be reached the mediator would render a settlement award which would be binding to the parties. Pursuant to that agreement the mediator finds as follows:

Finding in favor of: Paul Dulberg

Gross Award: $660,000.

Comparative fault: 15 % (if applicable)

Net Award: $561,000

Comments/Explanation	
medical	$ 60,000.
future medical	$ 200,000.
Lost wage	$ 250,000.
P.S	75,000.
L N L	75,000.

The Honorable James P. Etchingham, (Ret.)

EXHIBIT 10

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. **Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

EXHIBIT 11

Exhibit AW
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FILED DATE: 2/24/2023 3:50 PM 2022L010905
FILED DATE: 12/8/2022 3:50 PM 2022L010905

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.
   a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

ADR

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www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/8/2022 3:50 PM 2022L010905
FILED DATE: 2/27/2023 7:50 PM 2022L010905

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

   Shoshan Reddington, Esq. (Defense Attorney)
   LAW OFFICES OF STEVEN LIHOSIT
   200 N. La Salle Street
   Suite 2550
   Chicago, IL 60601

ADR

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FILED DATE: 12/8/2022 3:50 PM 2022L010905
FILED DATE: 2/27/2023 7:50 PM 2022L010905

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Dulberg shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

Exhibit AW
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FILED DATE: 12/8/2022 3:50 PM 2022L010905
FILED DATE: 2/24/2023 3:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $1,295.00 per Party and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$195.00 per Party (Non-refundable)
Mediator's Review Time	$450.00 per hour, split equally between Parties
Session Time	$450.00 per hour, split equally between Parties
Mediator's Decision Writing Time	$450.00 per hour, split equally between Parties
Mediator's Travel Time (if any)	$75.00 per hour, split equally between Parties

B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs,

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FILED DATE: 2/27/2023 3:50 PM 20221010905
FILED DATE: 12/8/2022 3:50 PM 20221010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. **"Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

14 By: Paul Dulberg
Paul Dulberg / Plaintiff — Date

14 By:
Kelly N. Baudin / Attorney for the Plaintiff — 12/8/16 Date

14 By:
Randall Baudin, II / Attorney for the Plaintiff — 12/8/16 Date

14 By: Walter Norman
Shoshan Reddington / Attorney for the Defendant — 12/8/16 Date

ADR Systems File # 333918MAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

ADR

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT B

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Hearing Date: 3/28/2023 9:45 AM - 9:50 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, U

FILED
2/24/2023 1:23 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
21615792

FILED DATE: 2/24/2023 1:23 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG, THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY, Defendants.	)	Case No. 2022 L 010905

DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S
SECTION 2-615 MOTION TO DISMISS

Defendant ADR Systems of America, L.L.C., ("ADR"), pursuant to Section 2-615 of the Illinois Code of Civil Procedure (735 ILCS 5/2-615) respectfully moves the Court to dismiss Plaintiffs' Complaint with prejudice for failure to state a cause of action as to ADR. In support of its Motion, ADR states as follows:

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:18 PM 2022L010905

1. Plaintiffs Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, "Dulberg") have brought a 107 paragraph, 34-page rambling Complaint. (*See* Complaint, attached hereto as **Exhibit A**.) Among Dulberg's various claims is "**Count 4**", which attempts to allege a claim against ADR for breach of contract. Dulberg's claim against ADR comes nowhere close to stating a valid cause of action and should be dismissed with prejudice.

STANDARD OF REVIEW

2. A Section 2-615 motion tests whether the complaint contains sufficient facts "which, if proved, would entitle the plaintiff to relief." *Evers v. Edward Hosp. Ass'n*, 247 Ill. App. 3d 717, 724 (2d Dist. 1993). "Illinois is a fact-pleading state, and conclusions of law and conclusory factual allegations unsupported by specific facts are not deemed admitted." *Alpha Sch. Bus Co., Inc. v. Wagner*, 391 Ill. App. 3d 722, 735 (1st Dist. 2009).

3. Courts may take judicial notice of public documents and records in ruling on motions to dismiss pursuant to Section 2-615 and Section 2-619. *Kopnick v. JL Woode Mgmt. Co., LLC*, 2017 IL App (1st) 152054, ¶ 26.

ARGUMENT

4. ADR, based in Chicago, provides alternative dispute resolution services, which include arbitrations and mediations.

5. The gist of Dulberg's Complaint arises from his personal bankruptcy filed in the United States Bankruptcy Court for the Northern District of Illinois (Case No. 14-83578). It appears that Dulberg is unhappy that Defendant Joseph Olsen (the "Trustee"), who served as the bankruptcy trustee overseeing Dulberg's personal bankruptcy (Case No. 14-83578), agreed to the recommendation of the Bankruptcy Court-approved special counsel, the Baudin Law Group, to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance

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FILED DATE: 12/27/2023 3:18 PM 2022L010905

concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*) ("Dulberg's Injury Claim"). (*See* Complaint, Ex. 7).

6. In an October 31, 2016 hearing, the Bankruptcy Court approved (i) the proposal to hold a binding mediation of Dulberg's Injury Claim, (ii) that this mediation would be subject to a $50,000-$300,000 (reflecting the applicable insurance policy limit) high/low agreement, and (iii) that the mediator who would preside over the binding mediation would *not* be made aware of that high/low agreement. (Complaint, Ex. 6A (October 31, 2016 Transcript of Proceedings) at 2-5).

7. The Bankruptcy Court approved the submission of the claim to binding mediation before ADR. ADR played no role in the bankruptcy proceedings. ((Complaint, Ex. 8 ("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.").)

8. On December 8, 2016, the parties, *including Dulberg*, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.). (Complaint, ¶ 57).

9. Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement (Complaint, Ex. 11). That agreement reflects the "high/low" agreement that the Bankruptcy Court approved.[1]

10. On December 12, 2016, Judge Etchingham rendered an award in Dulberg's favor of $561,000. The issuance of the award terminated ADR's involvement in the proceeding. (Complaint, ¶ 64 and Ex. 10 thereto).

[1] According to the Complaint, Dulberg's attorneys "*may* have forged Dulberg's signature of the Binding Mediation Agreement." (Complaint, ¶ 72 (p).) This equivocating allegation is noteworthy because Dulberg admits he *attended* the binding mediation. In any event, the Complaint is clear that the binding mediation occurred at ADR and ADR performed the services required of under the Binding Mediation Agreement.

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FILED DATE:12/27/2023 3:18 PM 2022L010905

11. In or about April 2017, the Trustee sought approval for the distribution of assets from the proceeds received as a result of the binding mediation to various attorneys and creditors. The Trustee's request also included a distribution to Dulberg of more than $117,000. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his $117,000 without objection to the Bankruptcy Court. *See* Chapter 7 Trustee's Final Account", of which the Court may take judicial notice, attached hereto as **Exhibit B**.

12. Now, six years later, Dulberg complains that his lawyers forced him into binding mediation against his will.

13. Without commenting on the validity of the claims against the other parties, Dulberg's claim against ADR is unfounded in fact or law.

14. Dulberg admits that "there was a valid and enforceable contract" between Dulberg, Allstate and ADR. (Complaint, ¶ 94).

15. Apparently, there was an unsigned and undated draft of a Binding Mediation Agreement that the Trustee submitted to the Bankruptcy Court as part of his motion seeking approval to submit the matter to binding mediation. (Complaint, ¶ 95.) Dulberg does not allege that this draft constituted a "valid and enforceable contract."

16. According to Dulberg, "Major terms within the two agreements were changed." (Complaint, ¶ 96.) Dulberg offers no explanation as to the alleged relevance of the cited terms. (*See, e.g.*, notifications, "Language under Parties B; "who is liable to plaintiff"; ADR's fee schedule, ADR's "Fee Schedule boxed information"; "page 6 section v number 5".).

17. Dulberg then alleges that ADR breached the Binding Mediation Agreement by not following the terms regarding amending the contract. However, Dulberg, by his own allegations,

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FILED DATE: 12/27/2023 3:18 PM 2022L010905

admits that the only enforceable contract to which ADR was a party is the one the parties signed. (Complaint, Ex. 11).

18. Dulberg then asserts in perplexing fashion that "Plaintiff suffered pecuniary injury in an amount in excess of $261,000 because the contract under the changed terms should not be allowed to regulate the procedure." (Complaint, ¶ 100).

19. Beyond the fact that Count 4 makes little sense, Count 4 fails as to ADR because a valid breach of contract claim must identify the specific contractual provision at issue and the conduct constituting a breach thereof. *See Babbitt Municipalities, Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 15 (affirming dismissal of breach of contract claim).

20. Plaintiff's Complaint admits (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint; (ii) a binding mediation dispute was presented to ADR for resolution; (iii) Dulberg attended the binding mediation; and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which the parties accepted.

21. ADR was not a party to the draft agreement that the Trustee attached to his motion, and the Complaint lacks any allegation that ADR engaged in any material breach of the executed Binding Mediation Agreement.

22. Dulberg's attempt, six years later, to hold ADR liable for anything relating to this matter should be rejected. Count 4 should be dismissed for failure to state a valid cause of action.

23. As no basis exists by which Dulberg can remedy the defects in Count 4, the dismissal of the Complaint as to ADR should be *with prejudice*.

WHEREFORE, Defendant ADR SYSTEMS OF AMERICA, L.L.C. respectfully prays that this Court enter an order dismissing Plaintiffs' Complaint against ADR with prejudice.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:18 PM 2022L010905

Respectfully submitted:

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman
One of Its Attorneys

Robert A. Chapman
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Firm I.D. No. 29411

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:18 PM 2022L010905

VERIFICATION

I, Robert A. Chapman, pursuant to section 1-109 of the Illinois Code of Civil Procedure, state that the statements set forth in the above motion are true and correct to the best of my knowledge.

By: /s/ Robert A. Chapman

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/24/2023 3:18 PM 2022L010905

CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on February 24, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

Alphonse A. Talarico Law Offices of Alphonse Talarico 707 Skokie Blvd., Suite 600 Northbrook, IL 60084 *contact@lawofficeofalphonsetalarico.com*	George J. Manos Jason W. Jochum **LEWIS BRISBOIS BISGAARD & SMITH, LLP** 550 W. Adams Street, Suite 300 Chicago, Illinois 60661 George.Manos@lewisbrisbois.com Jason.Jochum@lewisbrisbois.com
Jeremy N. Boeder **TRIBLER ORPETT & MEYER, P.C.** 225 W. Washington Street, Suite 2550 Chicago, Illinois 60606 (312) 201-6400 docket@tribler.com	

/s/ Robert A. Chapman

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT C

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905
FILED DATE: 11/17/2023 3:45 PM 2022L010905

chapman|spingola
ATTORNEYS AT LAW

Robert A. Chapman
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January 31, 2023

VIA PDF/EMAIL
Alphonse A. Talarico, Esq.
LAW OFFICES OF ALPHONSE TALARICO
120 West 22nd Street, Suite 100
Oak Brook, Illinois 60523
contact@lawofficeofalphonsetalarico.com

Re: *Dulberg, et al v. ADR Systems of America, et al.* Case No. 2022 L 010905

Dear Alphonse:

As you know, we are counsel for ADR Systems of America, LLC ("ADR").

We write pursuant to Illinois Supreme Court Rule 137 to put you on notice that if the Complaint that you filed on behalf of Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, "Dulberg") is not withdrawn as to ADR, ADR will seek sanctions from the Court equal to the attorneys' fees and any other costs it expends in responding to the meritless claim against ADR.

While the Complaint you filed is incomprehensible in large part, it appears that the foundation of Dulberg's claim is that he is unhappy that Joseph Olsen, the bankruptcy trustee overseeing his bankruptcy (Case No. 14-83578), agreed to the recommendation of the Bankruptcy Court-approved special counsel (the Baudin Law Group) to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*).

Our review of the bankruptcy court file indicates that the Bankruptcy Court approved the submission of the claim to binding mediation before ADR, and Dulberg received notice of the trustee's request for approval and failed to object. ADR played no role in the bankruptcy proceedings. The pleadings and transcript of proceedings further indicate that the Bankruptcy Court and the parties (including Dulberg) (i) received notice of the proposed binding mediation and (ii) were made aware that the mediation would be subject to a $50,000-$300,000 (policy limit) high/low agreement.

On December 8, 2016, the parties, including Dulberg, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.).

Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement (Complaint, Exhibit 11). That agreement reflects the "high/low" agreement that the Bankruptcy Court approved.

On or about December 12, 2016, Judge Etchingham rendered an award in Dulberg's favor of $561,000. The issuance of the award terminated ADR's involvement in the proceeding.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

chapman|spingola
ATTORNEYS AT LAW

FILED DATE: 12/27/2023 3:45 PM 2022L010905

In or about April 2017, the trustee sought approval for the distribution of assets from the award to various attorneys and creditors. The trustee's request also included a distribution to Dulberg of more than $117,000. Dulberg received notice of the request and made no objection on the record. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his $117,000 without objection to the Bankruptcy Court. Now, six years later, Dulberg complains that his lawyers forced him into the binding mediation against his will.[1]

Without commenting on the validity of the claims against the other parties, Dulberg's claim against ADR is not well-grounded in fact nor warranted by existing law. It appears you are asserting that ADR engaged in a breach of the Binding Mediation Agreement because the signed Binding Mediation Agreement has some minor differences from the unsigned agreement that was attached to the trustee's motion before the Bankruptcy Court. Needless to say, it is undisputed that (i) a binding mediation dispute was presented to ADR for resolution; (ii) Judge Etchingham rendered an award, which the parties accepted, based on the evidence presented; (iii) the binding mediation high/low agreement was enforced; and (iv) Dulberg received more than $117,000 from that award in 2017 without objection. ADR did not engage in any material breach of the executed Binding Mediation Agreement, and your attempt to hold ADR liable for anything relating to this matter is beyond frivolous.

Under these overwhelming circumstances, you have an affirmative duty to voluntarily dismiss the Complaint against ADR immediately. *See Baker v. Daniel S. Berger, Ltd.*, 323 Ill. App. 3d 956, 964 (1st Dist. 2001) (reversing denial of motion for Rule 137 sanctions where attorney did not dismiss factually and legally unsupported and frivolous claim).

We request that you and Dulberg withdraw the Complaint against ADR now. Otherwise, you and Dulberg are on notice that ADR intends to seek reimbursement from you and your client for ADR's fees and costs in defending against this claim under Supreme Court Rule 137.

Very truly yours,

Robert A. Chapman (electronic signature)

Robert A. Chapman

[1] Following the December 2016 mediation, ADR had no contact with Dulberg until you contacted ADR in or about October 2022 when you requested a copy of the Binding Mediation Agreement (which ADR provided).

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT D

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, U

FILED
4/25/2023 3:51 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
22445446

FILED DATE: 4/25/2023 3:51 PM 2022L010905

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/KIA* 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 *AIK/A* THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, *AIKJA* YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, *A/KIA* YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, *AIK/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. 2022L010905

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 11/27/2023 3:55 PM 2022L010905

PLAINTIFFS' RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S SECTION 2-615 MOTION TO DISMISS

NOW COMES the Plaintiffs PAUL R. DULBERG AND THE PAUL R. DULBERG REVOCABLE TRUST by and through their attorney, Alphonse A. Talarico and for their **RESPONSE TO DEFANDANT ADR SYSTEMS OF AMERICA, LLC'S SECTION 2-615 MOTION TO DISMIS** states as follows:

1.) Defendant ADR misstates and misinterprets the clear meaning of the allegation contained in Plaintiffs' Complaint At Law and as such Plaintiffs' Count 4 should not be stricken pursuant to 735 ILCS 5/2-615.

2.) The ADR contract that the Bankruptcy Court approved was presented to the Court informing the Court that Paul R. Dulberg knew that he was a poor witness, that he did not want to go to trial on this matter and that he wanted to enter into the ADR Binding Mediation Agreement.

3.) Nothing could be further from the truth as is clearly stated in Plaintiffs Complaint at Law and incorporated into Plaintiffs Count 4. Paragraph 93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this complaint, as if fully restated herein.

4.) Plaintiff complains that the fully enforceable contract was legally so because the terms of the ADR contract empowers agents of the parties to sign, and although Plaintiff states that he did not sign the contract nor participate in the hearing, he states under oath that he sat with his Mother in the waiting room and never attended the hearing in the hearing room assigned.

5.) Plaintiff satisfied the requirements necessary to avoid dismissal pursuant to 735 ILCS 5/2-615 by alleging with specificity :

COUNT 4

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FILED DATE: 11/27/2023 3:55 PM 2022L010905

BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen (Please see Group Exhibit 6B attached)

96. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because

Exhibit AW
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the contract under the changed terms should not be allowed to regulate the procedure.

FILED DATE: 4/25/2023 3:55 PM 2022L010905

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST that this Honorable Court Deny The OLSEN DEFENDANTS 735 ILCS 5/2-61 Motion in its entirety or either to permit or require pleading over or amending pursuant to 735 ILCS 5/2-615(d).

Dated: April 25, 2023,

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

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FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT E

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, U

FILED
5/9/2023 12:30 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
22640537

FILED DATE: 5/9/2023 12:30 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, v. KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices; WILLIAM RANDAL BAUDIN II a/k/a Baudin & Baudin, Baudin & Baudin an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices; KELRAN, INC. a/k/a The Baudin Law Group, Ltd.; JOSEPH DAVID OLSEN a/k/a Yalden, Olsen & Willette Law Offices; CRAIG A WILLETTE a/k/a Yalden, Olsen & Willette Law Offices; RAPHAEL E YALDEN II a/k/a Yalden, Olsen & Willette Law Offices; ADR SYSTEMS OF AMERICA, LLC, assumed name ADR Commercial Services; ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, Defendants.	)	Case No. 2022 L 010905

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

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

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

Exhibit AW
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FILED DATE: 11/9/2023 2:56 PM 2022L010905

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

2. In Paragraphs 2 and 3 of the Response, Plaintiffs claim, in substance, that the Trustee[1] who controlled Dulberg's Injury Claim was not truthful when he informed the Bankruptcy Count that Dulberg was a poor witness, that Dulberg did not want to go to trial on his Injury Claim, and that Dulberg wanted to enter into the ADR Binding Mediation Agreement. Whether the Trustee was truthful with the Bankruptcy Court, which approved the Trustee's entering into a Binding Mediation Agreement with ADR, is irrelevant to the issue of whether ADR breached that Binding Mediation Agreement (which the Trustee's special counsel signed).

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

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

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

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 11/9/2023 2:56 PM 2022L010905

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

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

Respectfully submitted,

ADR SYSTEMS OF AMERICA, L.L.C.

By: /s/ Robert A. Chapman
One of Its Attorneys

Robert A. Chapman
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wdickmann@chapmanspingola.com
Firm I.D. No. 29411

Counsel for Defendant ADR Systems of America, L.L.C.

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 5/9/2023 2:56 PM 2022L010905

CERTIFICATE OF FILING AND SERVICE

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

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Attorney for Defendant Allstate Property and Casualty

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Attorneys for Defendants Kelly N. Baudin, William Randal Baudin II, and Kelran Inc.

/s/ Robert A. Chapman

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT F

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:49 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	Case No. 2022 L 010905
v.	)	
KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices, et al.	)	
Defendants.	)	

ORDER

This matter coming before the Court for hearing on Defendant ADR Systems of America, L.L.C.'s Section 2-615 Motion to Dismiss, the parties being present, and the Court being duly advised in the premises,

IT IS HEREBY ORDERED:

1. For the reasons stated on the record, Defendant ADR Systems' Motion to Dismiss is granted and Plaintiffs' Complaint is dismissed without prejudice:

2. This matter as to ADR is continued for status to July 31, 2023 at 9:45 a.m.

By: _____
Hon. Michael Otto

Robert A. Chapman
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(312) 606-8752
rchapman@chapmanspingola.com
wdickmann@chapmanspingola.com
Firm I.D. No. 29411
Counsel for Defendant ADR Systems of America, L.L.C.

Judge Michael F. Otto

MAY 25 2023

Circuit Court – 2065

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:46 PM 2022L010905

EXHIBIT G

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 12/27/2023 3:49 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	Case No. 2022 L 010905
v.	)	
KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices, et al.	)	
Defendants.	)	

ORDER

This matter coming before the Court for hearing on Defendant ADR Systems of America, L.L.C.'s Request for Status, due notice having been given, counsel for the Baudin defendants being present, counsel for Plaintiffs not being present,

IT IS HEREBY ORDERED:

1. As Plaintiffs have not filed an Amended Complaint against ADR Systems since the May 25, 2023 Order granting Defendant ADR Systems' Motion to Dismiss without prejudice, the Court dismisses Plaintiffs' claims against ADR Systems of America, L.L.C. with prejudice.

2. This Order is final and appealable.

By: _____
Hon. Michael Otto

Robert A. Chapman
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(312) 606-8752
rchapman@chapmanspingola.com
wdickmann@chapmanspingola.com
Firm I.D. No. 29411
Counsel for Defendant ADR Systems of America, L.L.C.

Judge Michael F. Otto
OCT 3 1 2023
Circuit Court – 2065

Exhibit AW
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FILED DATE: 12/27/2023 3:46 PM 2022L010905

CERTIFICATE OF FILING AND SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on November 17, 2023, I caused the foregoing to be (i) filed electronically using the Odyssey eFileIL system and (ii) to be served on known counsel for Defendants by PDF/email at the following addresses:

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Jeremy N. Boeder
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docket@tribler.com

/s/ Robert A. Chapman

Exhibit AW
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2023-11-17_ADR Motion for Rule 137 Sanctions.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG AND THE PAUL R. DULBERG REVOCABLE TRUST,

Plaintiffs,

vs.) No. 2022 L 010905

KELLY N. BAUDIN, et al.,

Defendants.

Report of Proceedings had in the hearing of the above-entitled matter before the Honorable Judge Michael F. Otto, Judge of said Court, Courtroom 2065, at the Chicago Daley Center, Chicago, Illinois, on the 11th day of January , 2024, at the hour of 9:45 a.m.

All participants appeared remotely.

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

APPEARANCES:
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707 Skokie Boulevard, Suite 600
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(847) 808-1410
contact@lawofficeofalphonsetalarico.com
BY: Mr. Alphonse A. Talarico,

appeared on behalf of Kelly N. Baudin;

TRIBLER ORPETT & MEYER, P.C.
225 West Washington Street, Suite 2550
Chicago, Illinois
(312) 201-6400
mspanel@tribler.com
BY: Mr. Michael Spanel,

appeared on behalf of Defendants Kelly N. Baudin, et al;

CHAPMAN SPINGOLA, LLP
190 South LaSalle Street, Suite 3850
Chicago, Illinois 60603
(312) 606-8752
rchapman@chapmansiingola.com
BY: Mr. Robert A. Chapman,

appeared on behalf of Defendant ADR Systems of America, LLC;

ALSO PRESENT:
Mr. Thomas Kost,
appearing as Trustee for Paul R. Dulberg

Mr. Paul R. Dulberg

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: 2022 L 010905. Dulberg versus Baudin. Anyone?

MR. CHAPMAN: Good morning, Your Honor. Robert Chapman on behalf of ADR Systems.

THE COURT: Good morning.

MR. SPANEL: Good morning, Judge. Michael Spanel for the Baudin Law Group defendants.

MR. TALARICO: Good morning, Your Honor. Alphonse Talarico for Mr. Baudin.

THE COURT: Good morning. Up for presentment, Mr. Chapman, your 137 petition, correct?

MR. CHAPMAN: Yes, Your Honor.

THE COURT: Mr. Spanel, I'm not aware of anything that's up today involving your client.

MR. SPANEL: That's correct. We're just monitoring the outcome to see what happens.

THE COURT: That's fine. Mr. Talarico, you're obviously aware of the filing. Are you looking for an opportunity to respond in writing?

MR. TALARICO: Yes, Your Honor.

THE COURT: Do you need more than 21 days?

MR. TALARICO: I would like 28 if I could have it, just because of my schedule.

THE COURT: 28, okay. That gives you until

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

February 8th to file response for opposition.

Mr. Chapman, do you want time for a reply?

MR. CHAPMAN: Yes, Your Honor. If I could have 14 days.

THE COURT: Fine. February 22nd then for the reply. Courtesy copies to me by the following Monday, which is February 26th. Mr. Chapman, I ask for one set of electronic copies and one set of hard copies, please. We'll find a hearing date. I'll be looking in March.

(Brief pause on the record.)

THE COURT: Thursday, March 7th at 10:30. Does that work for you both?

MR. CHAPMAN: Yes.

MR. TALARICO: Works for me, Your Honor.

THE COURT: Mr. Spanel, if you're looking to monitor any reason you would prefer a different date?

MR. SPANEL: No objection. Thank you, Judge.

MR. CHAPMAN: Your Honor. I apologize I did not write down the first date for Mr. Talarico's response.

THE COURT: 28th from today, whatever that ends up being. It looks like the 8th of February.

Exhibit AX

www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

MR. CHAPMAN: Thank you very much. I'll prepare the order.

THE COURT: All right. Thank you all. See you in a few weeks.

(Hearing concluded 9:55 a.m.)

Exhibit AX

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, ANNAMARIE BLOCK, CSR, in and for the County of Cook, State of Illinois, do hereby certify that subject to the usual terms and conditions of Veritext Chicago Reporting Company; that the above hearing was recorded stenographically by me and reduced to typewriting by me; that the hearing is a true, correct and complete transcript of the entire testimony given.

I further certify that I am not counsel for, nor in any way interested in the outcome thereof.

In witness whereof, I have hereunto set my hand and affixed my notarial seal this 19th day of July, A.D. 2024.

ANNAMARIE BLOCK, CSR

My commission expires: 5/31/2025

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Paulico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

&

& 2:6

0

010905 1:7 3:1

1

10:30 4:13
11th 1:16
137 3:11
14 4:5
190 2:12
1903 6:16
19th 6:14

2

201-6400 2:8
2022 1:7 3:1
2024 1:16 6:15
2065 1:14
21 3:21
225 2:7
22nd 4:6
2550 2:7
26th 4:8
28 3:22,24
28th 4:23

3

312 2:8,13
3850 2:12

5

5/31/2025 6:19

6

600 2:2
60062 2:3
606-8752 2:13
60603 2:12

7

707 2:2
7th 4:13

8

808-1410 2:3
847 2:3
8th 4:1,24

9

9:45 1:16
9:55 5:5

a

a.d. 6:14
a.m. 1:16 5:5
above 1:13 6:7
adr 2:15 3:4
affixed 6:14
al 1:8 2:10
alphonse 2:2,4 3:9
america 2:15
annamarie 6:4 6:17
apologize 4:20
appearances 2:1
appeared 1:17 2:5,10,15
appearing 2:18
aware 3:13,18

b

baudin 1:8 2:5 2:10 3:2,7,9
behalf 2:5,10 2:15 3:4
block 6:4,17
boulevard 2:2
brief 4:12

c

c 1:2 6:2
center 1:15
certify 6:5,11
chapman 2:11 2:14 3:3,4,11 3:12 4:2,4,8,15 4:20 5:1
chapmansiin... 2:13
chicago 1:15,15 2:7,12 6:6
circuit 1:3
client 3:14
commission 6:19
company 6:7
complete 6:9
concluded 5:5
conditions 6:6
contact 2:4
cook 1:3 6:5
copies 4:7,9,9
correct 3:11,15 6:9
counsel 6:11
county 1:2,3,3 6:2,4
court 1:3,14 3:1,5,10,13,17 3:21,24 4:6,13 4:17,23 5:3
courtesy 4:7
courtroom 1:14
csr 6:4,17

d

daley 1:15
date 4:10,18,21
day 1:16 6:14
days 3:21 4:5
defendant 2:15
defendants 1:9 2:10 3:7
department 1:3
different 4:18
division 1:3
dulberg 1:5,5 2:18,19 3:1

e

electronic 4:9
ends 4:24
entire 6:10
entitled 1:13
et 1:8 2:10
expires 6:19

f

f 1:14
february 4:1,6 4:8,24

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

file 4:1
filing 3:18
find 4:10
fine 3:17 4:6
first 4:21
following 4:7
further 6:11

g

given 6:10
gives 3:24
good 3:3,5,6,8 3:10
group 3:7

h

hand 6:13
happens 3:16
hard 4:9
hearing 1:12 4:10 5:5 6:7,9
hereunto 6:13
honor 3:3,8,12 3:20 4:4,16,20
honorable 1:13
hour 1:16

i

illinois 1:1,3,15 2:3,7,12 6:1,5
interested 6:12
involving 3:14

j

january 1:16
judge 1:13,14 3:6 4:19
july 6:14

k

k 1:2 6:2
kelly 1:8 2:5,10
kost 2:18

l

l 1:7 3:1
lasalle 2:12
law 1:3 2:2 3:7
lawofficeofal... 2:4
llc 2:15
llp 2:11
looking 3:18 4:10,17
looks 4:24

m

march 4:11,13
matter 1:13
meyer 2:6
michael 1:14 2:9 3:6
monday 4:7
monitor 4:18
monitoring 3:16
morning 3:3,5 3:6,8,10
mspanel 2:8

n

n 1:8 2:5,10
need 3:21
northbrook 2:3
notarial 6:14

o

o 1:2,2 6:2,2
objection 4:19
obviously 3:18
offices 2:2
okay 3:24
opportunity 3:19
opposition 4:1
order 5:2
orpett 2:6
otto 1:14
outcome 3:16 6:12

p

p.c. 2:6
participants 1:17
paul 1:5,5 2:18 2:19
pause 4:12
petition 3:11
plaintiffs 1:6
please 4:10
prefer 4:18
prepare 5:2
present 2:17
presentment 3:11
proceedings 1:12

r

r 1:5,5 2:18,19
rchapman 2:13
reason 4:18
record 4:12
recorded 6:7
reduced 6:8
remotely 1:17
reply 4:3,7
report 1:12
reporting 6:7
respond 3:19
response 4:1,22
revocable 1:5
right 5:3
robert 2:14 3:4

s

schedule 3:23
seal 6:14
see 3:16 5:3
set 4:8,9 6:13
signature 6:16
skokie 2:2
south 2:12
spanel 2:9 3:6,7 3:13,15 4:17 4:19
spingola 2:11
ss 1:1 6:1
state 1:1 6:1,5
stenographic... 6:8
street 2:7,12
subject 6:5

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

suite 2:2,7,12
systems 2:15 3:4

t

talarico 2:2,4 3:8,9,17,20,22 4:16
talarico's 4:21
terms 6:6
testimony 6:10
thank 4:19 5:1 5:3
thereof 6:12
thomas 2:18
thursday 4:13
time 4:2
today 3:14 4:23
transcript 6:10
tribler 2:6
tribler.com 2:8
true 6:9
trust 1:5
trustee 2:18
typewriting 6:8

u

usual 6:6

v

veritext 6:6
versus 3:1
vs 1:7

w

want 4:2
washington 2:7
way 6:12
weeks 5:4
west 2:7
whereof 6:13
witness 6:13
work 4:14
works 4:16
write 4:21
writing 3:19

Exhibit AX
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-01-11_January 11, 2024 Transcript Dulberg v Baudins/Hearing_PDFTran.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Gmail

T Kost <tkost999@gmail.com>

In the spirit of openness and honesty

7 messages

T Kost <tkost999@gmail.com> Sun, Jan 14, 2024 at 9:34 AM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

Mr Talerico, On January 5th, 2023 we sent the following document to the ARDC:

http://www.fraudonthecourt.net/ardc/2024-01-05_Supplemental%20to%209%20ARDC%20complaints_Dulberg's%20efforts%20to%20raise%20issue%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court%20to%20presiding%20judge.pdf

I tried to bring all this to your attention on January 2nd as the timeline shows but you seemed to be too busy at the time to discuss it. We wanted to discuss this with you first so you know we are not accusing you of anything, but we needed to be perfectly clear on the issue of first discovery and that is why the document was written.

We also wrote this because Paul kept telling me about a "bad feeling" he had at the time. He felt that you were going to "stonewall" or "drag your feet" during the entire process of preparing the Supreme Court Petition. He had this "bad feeling" well before the Supreme Court Petition was due on January 8th.

Paul would use terms like "foot-drag" and "stone-wall" and "go limp". He couldn't explain why. He just kept calling it a "bad feeling".

The Supreme Court Petition was due on January 8th and it is now January 14th. This is yet another reason why it is in both your interest and our interest to be completely open and transparent about the portion of the timeline marked in blue in this link:

http://www.fraudonthecourt.net/exhibits/Visual%20Aid%2024%20-%20Timeline%20of%20discovery%20and%20raising%20issue%20of%20fraud%20during%20litigation.png

I am sure you have been dealing with my family honestly and professionally. But it is pretty strange how Paul kept having "bad feelings" about your willingness to file the Supreme Court Petition long before you acted in ways that a reasonable person can interpret as confirming his worst fears. This is why complete openness and honesty is so important between us right now. Being an honest man with integrity, it is in your interest as well as ours to show that you are doing absolutely nothing to sabotage Dulberg's Supreme Court Petition at this critical moment.

Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> Sun, Jan 14, 2024 at 12:54 PM
To: T Kost <tkost999@gmail.com>

How refreshing!

Gentlemen,

Let this response email notify you officially that I am withdrawing from all your representations, you do not have any authority to sign my name to any motions , pleadings or PTAs, etc., whatsoever.

I will report your actions to my malpractice Insurance carrier as is required .

Have a nice day!

Exhibit AY

Sincerely,
Alphonse A. Talarico, Esq.
3126081410

FILED DATE: 2/24/2025 7:50 PM 2022L010905

From: T Kost <tkost999@gmail.com>
Sent: Sunday, January 14, 2024 9:34 AM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: In the spirit of openness and honesty

[Quoted text hidden]

T Kost <tkost999@gmail.com> Sun, Jan 14, 2024 at 2:38 PM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

That is your choice, but my choice is to always deal with you openly and honestly. There is very important information that you need to know. If you violated the Himmel Rule, this means we are logically forced to ask and answer the following questions:

a) Did Alphonse Talerico violate the Himmel Rule?
b) Did Alphonse Talerico violate the Himmel Rule to benefit his own client?
c) Did Alphonse Talerico violate the Himmel Rule to benefit opposing parties?
d) Did Mr Talerico violate the Himmel Rule knowingly?
e) Did Mr Talerico violate the Himmel Rule accidentally?

The problem I keep coming up with is that even though I truly believe in you and trust you, the main beneficiaries of Alphonse Talerico violating the Himmel Rule are:

Hans Mast
Thomas J. Popovich
Kelly N. Baudin
Wm Randall Baudin II
Thomas W. Gooch
Sabina Walczyk
Edward X. Clinton
Julia C. Williams

I will always welcome your input, but the unfortunate truth is that the people listed above truly seem to be the main beneficiaries of your actions. It is strange that you make no effort to show that you are not acting in the interest of these people.

I'd love for you to continue to represent us because I believe you are a man of honesty and integrity. But you clearly need to be able to address the issues that I have raised. It seems absurd that you have no legally coherent answer to any points I am raising.

Thanks for all the help you have given to my family and maybe, after you review the information I have provided, you will realize that it is in your best interest to be open and honest with us, too. You are a man of his word and I respect that. Just be open and forthcoming about the issues I have raised, and maybe you will change your mind.

With respect, Thomas Kost
[Quoted text hidden]

FILED DATE: 2/24/2025 7:50 PM 2022L010905

T Kost <tkost999@gmail.com> Sun, Jan 14, 2024 at 4:03 PM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

I'd like to note that there is nothing in the emails I sent to you which is negative toward you. I believe the record shows you were simply asked certain questions and asked to share certain documents and information with us. I believe the questions are reasonable and raise valid concerns. I believe the timeline linked earlier shows that I have been trying to ask the same types of questions for about 15 months.

I was never rude to you. I simply asked you questions and raised issues that you would always place on a "back burner" and never address.

There is no logical reason for you to avoid these valid issues other than you personally do not want to discuss any of it. That is your choice. I welcome you to state fact-based and valid reasons for never addressing the issues I have raised once again.

I'd also like to note that you are withdrawing directly during the filing of what you know is a critical document for us in front of the Illinois Supreme Court. Once again, this obviously is a great gift to the following people:

Hans Mast
Thomas J. Popovich
Kelly N. Baudin
Wm Randall Baudin II
Thomas W. Gooch
Sabina Walczyk
Edward X. Clinton
Julia C. Williams

It is also extremely damaging to your own permanently disabled client.

I respect you, Alphonse, but for God's sake, what is the average person supposed to believe when you give so many gifts to the defendants and throw your own permanently disabled client under the bus based on these emails that are currently being placed online?

I'll give you every opportunity to explain your legal theories and strategies.
[Quoted text hidden]

Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> Wed, Jan 17, 2024 at 10:23 AM
To: T Kost <tkost999@gmail.com>

I have complied with the Himmel rules, after consultation with an advisory ARDC staff attorney starting in October 2023.

Your non- confirmation when asked in writing by email 2 x that your family will pay me the agreed monthly fee due on or before January 15, 2024 is an anticipatory breach of the oral attorney- client amended agreement. Said anticipatory repudiation became actionable under Illinois Law as of January 16, 2024 at12.01 a.m.

I will happily continue working on all Dulberg/Kost matters upon payment, as both families agreed.

Ps I am the only person to file against a Judge in this matter.

Sincerely,

Alphonse A. Talarico, Esq.

From: T Kost <tkost999@gmail.com>
Sent: Sunday, January 14, 2024 2:38 PM

Exhibit AY

FILED DATE: 2/24/2025 7:50 PM 2022L010905

To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: Re: In the spirit of openness and honesty

[Quoted text hidden]

T Kost <tkost999@gmail.com> Wed, Jan 17, 2024 at 7:54 PM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>

You resigned on January 14, 2024. Don't you remember?

Thanks for letting me know when you complied with the Himmel Rule.

But could you please explain why you believe you are in compliance with the Himmel Rule by first reporting in October, 2023? The timeline I gave you a link to earlier shows you were given detailed information as early as October, 2022 and you were sent a folder called _document_suppression_smoking_gun on November 9, 2022.

The timeline our our communication on this subject is linked here:

http://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2049_Dulberg's%20discovery%20and%20efforts%20to%20notify%20Judges%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court/

The folder I sent you on November 9, 2022 called _document_suppression_smoking_gun is linked here: :

http://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2049_Dulberg's%20discovery%20and%20efforts%20to%20notify%20Judges%20of%20Clinton-Gooch-Popovich%20fraud%20on%20court/2022-11-09_document_suppression_smoking_gun/

In your legal opinion, don't you see the information given to you since October, 2022 as subject to Himmel Rule reporting requirements? If it is, then how can you claim you were not acting in violation of the Himmel Rule?
[Quoted text hidden]

Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> Wed, Jan 17, 2024 at 9:02 PM
To: T Kost <tkost999@gmail.com>

I complied and I am under no obligation to give you personal information.

I said I withdraw but I would still be working until I am released by all judges.

You and your entire family are in breach of contract which makes you liable for not only the attorney fees and cost but consequential damages.

Do not write me again because I will report you as illegally harassing me.

Time you realize I owe you nothing about what I filed with the ARDC.

You have anticipatorily repudiated the Attorney-Client Agreement and I will not take any action on any case I am involved in.

You , in your wisdom, have ended the attorney-client relationship after you begged me to continue after I indicated my intention to withdraw based upon your improper demands and insults made against me.

I hope you take a close look at all the emails you have sent.

It appears that you fell into your own trap set to harm me but now you are realizing that you fell into it.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

You have fired me for all cases by your anticipatory repudiation of our oral amended contract, and released me from continuing to work on your cases as I explained in writing, until released by the judges or courts in question.

Have a wonderful night!

I hope your family gets everything it deserves and the Court System strengthen your belief in the United States of America way of life.

Good luck in the future.

Sincerely,

Alphonse A. Talarico, Esquire

From: T Kost <tkost999@gmail.com>
Sent: Wednesday, January 17, 2024 7:54 PM
[Quoted text hidden]

[Quoted text hidden]

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ENGAGEMENT AGREEMENT: SECURITY RETAINER

Thank you for allowing attorney Alphonse A. Talarico, whose office address is 707 Skokie Boulevard, Suite 600, Northbrook, Illinois 600062 to assist you, **PAUL DULBERG, individually and as Co-Trustee of the Paul R. Dulberg Revocable Trust** whose residence is 4606 Hayden Court, McHenry Illinois 60051 and whose Social Security Number is *** ** 4001 and **THOMAS W. KOST as Co-Trustee of the Paul R. Dulberg Revocable Trust** whose residence is 423 Dempster Street, Mt. Prospect Illinois 60056 in the matter known as s PAUL DULBERG & THE PAUL R. DULBERG REVOCABLE TRUST, VS. The Baudin Law Group, Ltd., Law Offices of Baudin & Baudin, Kelly Nicole Baudin, William Randal Baudin II, Baudin & Baudin Law Offices, Joseph David Olsen, Yalden, Olsen & Willette Law Office, ADR SYSTEMS OF AMERICA, LLC., A/K/A ADR COMMERCIAL SERVICES, Allstate Insurance Company, and any other potential defendants discovered, named, and added to this suite. The following engagement agreement sets forth the terms and conditions of our attorney-client relationship. Further, the agreement contains a statement of your rights and responsibilities pursuant to Illinois law. Your signature on this document will reflect your consent to be bound by the terms and conditions contained herein. Please read and consider all provisions before signing. Once again, thank you for allowing me to be of assistance.

Alphonse A. Talarico's billing is $275.00 per hour for office time and $325.00 per hour for court time. The hourly rate is directly related to the complexity of the issue, the skill necessary for the task, and the experience of the attorney performing the work. Due to the unpredictable length of time of any case, hourly rates are subject to change by some modest amount upon 30 days written notice. Paralegal services, if reasonably required, will be billed at a rate of $100.00 per hour.

You will be billed for all time spent handling your case, including, but not limited to, the following: Court (including travel and waiting time appurtenant thereto) or by Zoom/Court Call; negotiations; consultations and meetings; telephone, e-mail, and written correspondence; legal research; document preparation; discovery and evidence depositions; and any time spent in preparation of/for the above. A minimum time charge of one-fourth hour will be billed for reviewing all correspondence and one-tenth hour for telephone calls. In addition to the hourly billing, you may be assessed certain necessary costs. Those costs may include, but are not limited to, the following: Zoom/Court Call appearances; filing fees; process server fees; court reporter fees; photocopy costs; facsimile charges; subpoena costs; postage and witnesses' fees. It may also be necessary to retain certain experts relative to various issues in the case. I will apprise you of the need for any such experts and the costs thereof. You will be responsible for contracting and paying said experts unless otherwise required of the expert.. As with the above-mentioned items, you will be billed for any such costs You will be responsible for all related fees and costs incurred by Alphonse A. Talarico. Anticipated major expenses, such as overnight travel may be billed and due in advance in enough time to pay before incurred. Nonpayment of advance or incurred costs or reimbursement of client trust funds can be basis for attorney withdrawal.

Illinois law, as well as the Rules of Professional Conduct, provides that attorneys' fees are not based solely on hours spent. In determining the reasonableness of the fees, the following are taken into consideration: the skill and standing of the attorneys employed; the nature of the controversy; the

FILED DATE: 2/24/2025 7:50 PM 2022L010905

novelty and difficulty of the issues involved; the amount and importance of the subject matter; the degree of responsibility involved in the management of the case; the time and labor required; the usual and customary charge in the community; and the resulting benefit to you.

Alphonse A. Talarico requires an initial retainer fee. The required retainer in this matter is $10,000.00. The retainer will be deposited into a trust account and credited against the legal fees and costs incurred. All money deposited into a client trust account earns interest but neither you nor I own said interest by Illinois Supreme Court Rule. By entering into this agreement, you are authorizing the firm to withdraw from the account all fees earned, and costs incurred. You are required to reimburse the fees earned and costs incurred so that the balance for your account is at $10,000.00 within 14 days of sending your invoice by email or as agreed. You may be charged interest at the highest rate an attorney can charge in the State of Illinois if payment is not received in a timely manner. Payment may be made in cash, check or LawPay transfer only (if you use LawPay you are responsible for the additional fees incurred for the use of your credit card). Any unused portion of your retainer will be returned 60 days after: a final order is entered in this matter; a Court order is entered allowing withdraw of my representation; a Court order is entered allowing a substitution of attorneys; you terminate my services; my services are ended by accomplishing THE OBJECTIVES OF THE REPRESENTATION. Payment or installment plans will be allowed only with the express written consent of Alphonse A. Talarico. Notice of the fees incurred will come in the form of a detailed statement time permitting. After reviewing the most current statement, you may contact my office regarding any questions or problems you may have. I require that you do so in writing within 14 days of receipt.

I am a sole practitioner and I expect to do each Court appearance on your matter but if the unforeseen happens and I am ill or injured you acknowledge that I can send a substitute to appear that day whose fees will be at the same rate as mine.

I appreciate the opportunity to assist you in this matter. I will use every effort to handle your case promptly, efficiently, and in accordance with the highest legal and ethical standards. However, I cannot and do not make any representations or guarantees regarding the outcome of this matter.

The clients herein are **PAUL DULBERG and THE PAUL R. DULBERG REVOCABLE TRUST.**

You have the right to review this agreement with an independent attorney if you so desire. Prior to signing, please contact me with any questions or problems regarding this agreement.

Attached and incorporated into this agreement is a Statement of Client's Rights and Responsibilities. The Statement is offered as a further explanation of the attorney-client relationship into which you are entering. Please review it carefully and sign and date where designated to indicate that you have read and understand the contents.

DATE: November 29, 2022

FILED DATE: 2/24/2025 7:50 PM 2022L010905

PAUL DULBERG
Client and Co-Trustees' Signature

THOMAS W. KOST
Co-Trustee

ALPHONSE A. TALARICO
Attorney's Signature

STATEMENT OF CLIENTS' RIGHTS AND RESPONSIBILITIES

(1) WRITTEN ENGAGEMENT AGREEMENT. The written engagement agreement, prepared by counsel, shall clearly address the objectives of the representation, and detail the fee arrangement, including all material terms. If fees are to be based on criteria apart from, or in addition to, hourly rates, such criteria (e.g., unique time demands and/or utilization of unique expertise) shall be delineated. The client shall receive a copy of the written engagement agreement and any additional clarification requested and is advised not to sign any such agreement which the client finds to be unsatisfactory or does not understand.

(2) REPRESENTATION. Representation has commenced work on this matter but the execution of this ENGAGEMENT AGREEMENT: SECURITY AGREEMENT is a further requirement. Counsel will provide competent representation, which requires legal knowledge, skill, thoroughness, and preparation to handle those matters set forth in this written engagement agreement. Once retained counsel will act with reasonable diligence and promptness, as well as use his best efforts on behalf of the client, but he cannot guarantee results. Counsel will abide by the client's decision concerning the objectives of representation, including (if relevant) whether to accept an offer of settlement, and will endeavor to explain any matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation. During representation and afterwards, counsel may not use or reveal a client's confidence or secrets, except as required or permitted by law.

(3) COMMUNICATION. Counsel will keep the client reasonably informed about the status of representation and will promptly respond to reasonable requests for information, including any reasonable request for an estimate respecting future costs of the representation or an appropriate portion of it. The client shall be truthful in all discussions with counsel and provide all information or documentation required to enable counsel to provide competent representation. The Client will be forthcoming with all information relevant or possibly relevant to the matter herein. During representation, the client is entitled to receive all pleadings and substantive documents prepared on behalf of the client and every document received from any other counsel of record. At the end of the representation and upon written request from the client and payment of the above specified costs, counsel will return to the client all original documents and exhibits. If counsel withdraws from representation or is discharged by the client, counsel will turn over to the substituting counsel (or, if no substitutions, to the client) all original documents and exhibits

FILED DATE: 2/24/2025 7:50 PM 2022L010905

together with complete copies of all pleadings and discovery within thirty (30) days of counsel's withdrawal or discharge.

IF THE CLIENT FAILS TO PAY ALL FEES AND COST DUE TO THE ATTORNEY THE CLIENT ACKNOWLEDGES AND AGREES THAT THE ATTORNEY MAY INVOKE THE ILLINOIS ATTORNEY'S RETAINING LIEN (COMMON LAW) AND/OR THE ILLINOIS ATTORNEY'S LIEN ACT 770 ILCS 5/0.01 (STATUTORY). ADDITIONALLY, CLIENT WILL BE RESPOSIBLE FOR ATTORNEY'S FEES AND COST TO COLLECT SAID AMOUNTS DUE AND OWED.

(4) ETHICAL CONDUCT. Counsel cannot be required to engage in conduct that is illegal, unethical, fraudulent or any ex-parte communication. Counsel who cannot ethically abide by his client's directions shall be allowed to withdraw from representation.

(5) FEES. Counsel may not require a nonrefundable retainer fee but must remit back any overpayment at the end of the representation Counsel may enter a consensual security arrangement with the client whereby assets of the client are pledged to secure payment of legal fees or costs, but only if counsel first obtains approval of the Court. Counsel will prepare and provide the client with an itemized billing statement detailing hourly rates (and/or other criteria), time spent, tasks performed, and costs incurred as time permits. The client should review each billing statement promptly and address any objection or error in a timely manner. The client will not be billed for time spent to explain or correct a billing statement. If an appropriately detailed written estimate is submitted to the client as to future costs for counsel's representation or a portion of the contemplated services (i.e., relative to specific steps recommended by counsel in the estimate) and, without objection from the client, counsel then performs the contemplated services, all such services are presumptively reasonable and necessary, as well as to be deemed pursuant to the client's direction. In an appropriate case, the client may pursue contribution to his fees and costs from another party, but such action does not relieve the client of his duty to timely pay all fees and costs to this attorney.

(6) DISPUTES. The attorney-client relationship is regulated by the Illinois Rules of Professional Conduct (Article VIII of the Illinois Supreme Court Rules), and any dispute shall be reviewed under the terms of such Rules.

(7) DISMISSAL. The client may dismiss the attorney without cause, but you must still pay all fees and costs invoiced and incurred on your behalf.

(8) WITHDRAWAL OF REPRESENTATION. I may withdraw my appearance on your behalf if you violate any term of this agreement or if you fail to reimburse the retainer amount of $10,000.00 within 14 calendar days of an invoice being sent.

(9) INVOICES, STATEMENTS, BILLS. All Invoices, statements, bills…will be sent to you by email unless otherwise agreed.

(10) COPIES OF YOUR FILE. After the matter is closed or the attorney-client relationship is ended by any means you may obtain copies of your file by paying my standard photocopying charge and a minimum fee to compensate me for staff time to duplicate the file. Due to storage constraints

FILED DATE: 2/24/2025 7:50 PM 2022L010905

your file will be destroyed after ten (10) years.

The parties acknowledge that this agreement contains 5 typed pages.

I have read and understand my rights and responsibilities as set forth in this ENGAGEMENT AGREEMENT: SECURITY RETAINER.

DATE: November 29, 2022

PAUL DULBERG
Client and Co-Trustees' Signature

THOMAS W. KOST
Co-Trustee

FILED DATE: 2/24/2025 7:50 PM 2022L010905

INFORMED CONSENT DOCUMENT

I am the Plaintiff in the case of Paul Dulberg vs Baudin et. al., Case Number 2022 L 010905, in the Law Division of the Circuit Court of Cook County, Illinois.

1. I have engaged Alan Kravets as my Expert Witness.
2. I may arrange for the payment of his services to be made by a Third Party.
3. I understand and agree that the Third Party cannot interfere with the professional judgment or with the client-lawyer, as an Expert Witness, relationship with Mr. Kravets.
4. I understand and agree that the Third Party has no right to receive any information whatsoever about this case from Mr. Kravets.
5. I understand that the $5,400 paid by any Third Party as a retainer to be used to fund the initial work of Mr. Kravets' services at $450 per hour and any unused funds will be returned to me – not the Third Party.
6. Whether it is myself or a Third Party paying the retainer and subsequent attorney's fees, I understand and agree that Mr. Kravets can hold the funds in his business account that is not segregated or identified as my funds but will provide periodic statements showing the amounts billed and taken from the $5,400 initial balance as shown in the first invoice dated April 12, 2023.

Signing this document means I understand the above statements and that I voluntarily agree to the terms.

Approved:

_____

Paul Dulberg
Date signed: May ____, 2023

www.fraudonthecourt.net/exhibits/Group Exhibit 71_Retained expert witness Alan Kravets/2023-05-23_email attachment-Alan Kravets contract term for Dulberg to execute.pdf

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Alan R. Kravets, Esq.
Attorney at Law
1340 N. Astor Street, Suite 2803
Chicago IL 60610
(312) 320-3264

April 12, 2023

Alphonse Talarico, Esq.
707 Skokie Boulevard #600
Northbrook IL 60062

Re: Paul Dulberg v. Baudin
Case No. 2002 L 010905
Cook County, Illinois

FOR PROFESSIONAL SERVICES RENDERED FROM FEBRUARY 1, 2022

DATE	DESCRIPTION	HOURS. MINUTES	AMOUNT
4/12/23	Initial Retainer	N/A	$5,400.00

SUMMARY:

Retainer Billed **$5,400.00**

All work performed by Alan Kravets, Attorney at Law.

Please make payable and remit to: Alan Kravets, Esq.
1340 N. Astor St., Suite 2803
Chicago IL 60610

Paid 4-14-2023

FILED DATE: 2/24/2025 7:50 PM 2022L010905

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, vs. KELLY N. BAUDIN a/k/a BAUDIN & BAUDIN, et al., Defendants.	No. 2022 L 010905

REPORT OF PROCEEDINGS via Zoom videoconference of the above-entitled cause before the Honorable Anthony Swanagan, Judge of said court on July 16, 2024, at the hour of 11:15 a.m.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

APPEARANCES:

MR. PAUL DULBERG
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trustee of the Paul Dulberg Revocable Trust;

KONICEK & DILLON, P.C.
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appeared on behalf of Alphonse Talarico;

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

APPEARANCES CONTINUED:

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appeared on behalf of W. Randal Baudin, Kelly Baudin and the Baudin Law Group.

Reported by: Hailey M. Schoot, CSR, RPR

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: Good morning. Today is July 16th, this is Calendar U and it's 11:15.

The one case I have on my calendar at 11:15 is Case Number 22 L 010905, Dulberg and the Dulberg Trust versus multiple defendants, but I believe we are here today for a motion by one of the defendants, ADR Systems against the plaintiffs and the plaintiff's attorney.

And I see we have two court reporters here, so I always like to make sure court reporters can hear me, No. 1, even though I'm not the important person talking and, if you can, then I'll ask everybody else here to introduce themselves for the sake of the transcript.

MR. CHAPMAN: Good morning, Your Honor.

THE COURT: Who wants to jump in?

MR. CHAPMAN: I'll start. Thank you, Your Honor.

Good morning. Robert Chapman on behalf of the petitioner, ADR Systems.

THE COURT: Mm-hmm.

MR. LONG: Good morning, Your Honor. Thomas Long on behalf of respondent, Alphonse Talarico.

THE COURT: Good morning.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

MR. BOEDER: Good morning, Your Honor. Jeremy Boeder -- excuse me -- on behalf of defendants W. Randal Baudin, Kelly Baudin and the Baudin Law Group.

THE COURT: Good morning.

MR. DULBERG: Paul Dulberg.

THE COURT: Good morning.

And, let's see -- okay. Let me start by saying that, Mr. Dulberg, I see that you filed a motion yesterday that asks for various things, and I don't know if the other parties have seen it, but it's a relatively lengthy motion and it's not noticed for a hearing and so I'm going to discuss a couple of things about it and then anybody who wants to have a response right now, you can, but I think the important thing is this hearing has been pending for a while and so I'm not going to continue the hearing today.

I think -- I don't remember why, it is probably our fault, but I don't remember why we continued it so far from its originally scheduled date, but, as far as I'm concerned, that continuance time was time for everybody to have their say on the docket, and so while I will

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

consider what's there, what's in the motion, I'm not going to stop proceedings today, I'm not going to stop argument today, as I believe the motion requests.

And, another thing I'm not going to do, because I don't think I have the authority to do it, I don't think I get to make the court reporters who are assigned to our other courtrooms by higher authorities than me, I don't think I have the authority to make them come here. So there are two private court reporters here. This is an argument, so I don't know that this is evidence. I don't really see the prejudice in -- even though, clearly, the litigants want to have an accurate transcript, which is why we have court reporters here, I don't necessarily see the prejudice in you, Mr. Dulberg, not having your own court reporter provided for free, and so I don't think that's a reason for not going forward.

Even if I could make one of our assigned court reporters come here, and I just -- I have to admit, I don't know whether I can or can't, but I presume that if I haven't been told that I do have jurisdiction over folks like that, that I

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

don't, so I'm not going to go farther down that road.

The other things you raised, Mr. Dulberg, as I said, this is -- this hearing has been postponed for I think time enough for everybody to have their say, and I think it is mostly about actions, Mr. Dulberg, that you should have some awareness of already.

So you have made a request for discovery, you have asked that Mr. Talarico be ordered to give records to you, and I'll consider that, but I don't think me considering those requests are reasons for me to not let the parties who have had their say supplement their written say with an argument today.

So that's my general reaction on the motion filed yesterday, but if anybody else has something they want to say in response to that, I am all eyes and ears.

MR. LONG: Judge, the only thing I would add is I'm troubled by the intent to inject any ARDC proceedings or statements that were contained in ARDC complaints into this proceeding. As Your Honor knows, they're all confidential. They have

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

no place here.

THE COURT: Mm-hmm. Fair enough. Anyone else?

MR. CHAPMAN: Your Honor, I think your comments from ADR's perspective were -- you know, we're in concurrence with your comments.

THE COURT: Okay. Then if there is nothing else, I'll tell you what then, Mr. Chapman, you're the movant, and so you'll get to go first and last, and Mr. Long and Mr. Dulberg, I'll let you respond after his opening and before his closing. Okay? Okay.

MR. CHAPMAN: Thanks, Your Honor.

THE COURT: The virtual floor is yours, Mr. Chapman. You can --

MR. CHAPMAN: Thank you very much.

THE COURT: -- go whenever you're ready.

MR. CHAPMAN: Thank you, Your Honor.

I am going to just ask the Court -- and I'll skip over it if you are familiar with who ADR Systems or what ADR Systems is. If you are familiar --

THE COURT: I am.

MR. CHAPMAN: Okay. So, Your Honor, in my

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

view, as I said at the beginning of our petition, Mr. Long and I have both been at this a while and as have you, and, you know, when I have won or lost on motions to dismiss -- let's just focus of what I have won. I'm always hesitant and have -- you know, for many years, I don't file motions for sanctions as, you know, A., because I won the motion to dismiss, therefore I should file a motion for sanctions. I'm about to celebrate my 38th anniversary at this and I have done it less than probably -- definitely less than five times in my career, so I think it's important for the Court to be aware that, you know, it's -- we take it seriously. We don't do it just as a knee jerk response to what happened here.

I -- I think if you -- and I'm assuming you have had a chance to read our brief, but the fundamental problem with the case that was brought on Mr. Talarico -- on Mr. Dulberg and his Trust's behalf was that it was -- it literally made no sense. And not only does it make no sense, but it's done in a vexatious manner in which Mr. Dulberg had filed a bankruptcy, his personal injury claim belonged to the trustee, the trustee

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

retained counsel to pursue the claim, the trustee sought the bankruptcy court's approval to engage in a binding mediation before ADR pursuant to a 50,000, 300,000 high-low agreement, which was the limits of the applicable policy. A signed agreement was presented to ADR Systems by Mr. Dulberg and his counsel. Mr. Dulberg admits that he was present and at ADR's facilities for the mediation, the mediation occurred before Judge Etchingham retired and Judge Etchingham found in favor of Mr. Dulberg, he awarded him $561,000 not as per practice, Judge Etchingham was not made aware of the high-low agreement. The award was issued and then pursuant to the parties' agreement, the -- Allstate paid the money on the high-low, the 300,000, the money was deposited into the bankruptcy court and Mr. Dulberg took $117,000 of the proceeds after his creditors were paid without objection and silence and we were done when we -- ADR were done when we issued our award. That was it for us and then six years later we get this bizarre incomprehensible complaint that Mr. Talarico filed on behalf of Mr. Dulberg and his trust against ADR System and a host of other

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

defendants, law firms, trustee, et cetera, and I -- to kind of cut it off, so to speak, I at least took the time -- you know, Illinois is different than federal court, Your Honor, in that there's not a safe harbor rule like there is under Rule 11 of the Federal Rules of Civil Procedure, but as -- I think it's a smart curtesy and I don't -- again, I do it rarely with opposing counsel. I'm plaintiff enough, I don't like to get the letters, but I took the time to write to Mr. Talarico and say, look, your claim violates Rule 137 as a matter of fact and as a matter of law, and the response to that was silence and forging ahead, which was the theme of this whole litigation, which, in some ways, continues today, a forging ahead by Mr. Dulberg, his Trust, and Mr. Talarico.

And so we went to the -- we prepared a motion to dismiss, pointed out the fundamental flaw that Mr. Talarico had admitted in his complaint that the only binding and enforceable agreement was the one between ADR, Allstate and the -- and Mr. Dulberg, that was the enforceable agreement. So when the motion -- the response to the motion that was filed made no sense, and then

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

when -- after we then have to file a reply and then we have to appear before Judge Otto for oral argument, he, you know, threw it out -- you know, I don't want to characterize it, he heard argument and he threw it out, but, over my concern, he -- objection, he agreed to let Mr. Talarico file an amended complaint and Mr. Talarico then, again, remained silent for months as the other parties, Mr. Boeder's client -- Jeremy's client and other clients went through their motions for summary judgment over a course of many months, we were then to the sidelines, those were all resolved and I came back and said, hey, you know, what about this amended -- is he going to amend or not. He didn't show up at the hearing to amend, and Judge Otto granted my request to dismiss the complaint with prejudice, within 30 days we filed the motion -- petition.

Now -- and I probably covered most of what I would say in my description of what took place, but this is a situation of their own making. There never was, never could be a valid claim against ADR Systems in this case, and the Court is well aware of the standard under Rule 137, it's an

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

objective standard. We're not claiming it was -- we're certainly claiming it was vexatious. We're not saying he did it to harass us. I have been in other cases where litigation is used for an improper purpose, but here it was clearly done in a vexatious way, in a way that wasted both ADR's resources and the Court's time. And the point I think that we raised in our reply was a couple of points.

One is, maybe Mr. Talarico didn't get it, but when I gave him the letter explaining it to him, then to, you know, just run -- you know, run roughshod over that and to continue and just to continually hear from the judge that this is not working and to keep going forward, this is a situation of their own making that we're here today.

And the point that I tried to raise in the reply, which is just for your consideration, why am I here, why am I the guy here, right? We got four or five other parties covered by insurance -- my client is not -- that are not here, why, because it's -- you know, ADR takes very seriously the idea that it performs a valuable

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

service. I'm not going to say it's not done -- you know, it's for a profit, I don't want to overshoot it, but it performs a -- I'm sure you have had cases in front of you over the years where parties lighten your case load and many other judges for many years now and it performs that important function for our system to take these cases out, and I can tell you, if a mediator or one of the retired judges is asked to testify or do anything to get brought into court, we take it very -- "we," ADR, I have been working with them for almost 24 years now, that, you know, we take it very seriously because it undermines that purpose that when that role that we play, if people can simply bring our mediators into court, sue us for no reason and increase the cost to ADR, increase the cost to the clients who participate and the members of the public who participate there.

So it's not -- our petition is not done willy-nilly, it's done -- we take it very, very seriously, and that's why I tried to get Mr. Talarico to stop.

And that we would ask, Your Honor, that you enter an award of sanctions -- I'll just

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

underscore this point -- jointly and separately against Mr. Talarico, Mr. Dulberg, and Mr. Dulberg's Trust, and that if, to the extent the Court does agree with us and grants that motion, I would then submit an appropriate fee petition to you.

THE COURT: Okay. Thank you very much.

Between Mr. Dulberg and Mr. Long, who wants to go next?

Mr. Long?

MR. LONG: Yes, Judge.

THE COURT: First hand up so, Mr. Long, go ahead.

MR. LONG: Judge, I respect Mr. Chapman, I have known him for years, but I disagree that this is vexatious litigation. It may be an inartfully pled claim against ADR, it has to be looked at in the context of what had happened.

There was a bankruptcy and a bankruptcy trustee was involved as was counsel hired by the trustee to represent Mr. Dulberg involved in the setting up of the ADR proceeding. And, during the bankruptcy, there was the Court's approval of terms for the mediation, which, based

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

on Mr. Dulberg's representations to Mr. Talarico, weren't fulfilled when the mediation went forward.

Again, there's context. Mr. Dulberg insists he wasn't there, his signature was forged, all this information is being brought to Mr. Talarico, so he has to take a hard look at what happened. He takes his client's word and investigates. His investigation revealed the basis for a breach of contract claim. Specifically when you kind of cut through some of Mr. Talarico's verbiage -- you know, I hate to say that about my own client, but verbiage in here -- there was a contract that is affined to what the bankruptcy court could approve, but what was actually implemented was a situation which he put in some breaches of that contract by ADR, one of which, from my perspective, is significant in that the allocation of costs changed from the time the bankruptcy court approved the agreement to the time that mediation went forward. I think it's in Section III -- Roman Numeral III(b) of both agreements. It went from being the -- all of Mr. Gagnon, Allstate's responsibility to being split equally.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

So that's that kernel of change that puts an attorney, such as Mr. Talarico, on alert to look and see what happened here, and he's being provided information by his client, who is clearly not happy. I'm sure you'll hear from Mr. Dulberg soon.

So Mr. Talarico files a complaint for breach of contract saying ADR, who was a party, in the sense of they're agreeing to charge and accept fees, so they're a party, breached that by changing the terms of the agreement or being part of the change in the sense of the fees. And I think the contract also provides that -- or the agreement, I should say, mediation agreement, provides that no changes are to be made without agreement of the parties, and, from Mr. Talarico's perspective, based on what Mr. Dulberg said, he never agreed to a change in cost or anything else.

So, in simple terms, we have a contract, we have a breach, i.e. the change in terms and damages, Mr. Dulberg being responsible for some of the costs. We have that. That's a seminal breach of contract claim. Where it goes, who knows. We have all been in cases over our

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

years here, a lot of experience on the screen, where he files a complaint with a legal basis and Mr. Chapman, being the good attorney that he is, files a motion to dismiss. Okay. We have all been there. And I think it's important to know what happens next.

Well, let me step back. Mr. Chapman seems to place emphasis on Mr. Talarico filing the action after he sends the letter. Well, I think -- I know I have sent countless letters like that over my career, and I can count on one hand how many times the plaintiff said, oh, you're right, Tom, I'm not filing suit. You go ahead, it gets filed, you do the motion and everybody goes about their business, if it's granted. So then we move on to the motion part.

Mr. Chapman files a motion, Judge Otto grants it. Okay. It's without prejudice. This is not a claim that is so patently ridiculous that Judge Otto -- I wasn't there, so I'm just kind of reading into it, Mr. Chapman, correct? Whoever was there can correct me if I'm wrong, but --

MR. CHAPMAN: You're wrong.

MR. LONG: I figured as much.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

But he dismisses it without prejudice, meaning, to me, there is a grain of something there, and Mr. Talarico and Mr. Dulberg are given the opportunity to elaborate, reconfigure it to move forward.

Mr. Talarico decides okay, I'll turn my focus on to the other defendants, Mr. Boeder's defendants and leave ADR alone. That is not vexatious. That is someone asserting a claim and leaving that claim behind when a judge says it's dismissed, and that's where it went. He didn't try to file it again. He didn't drag ADR in on three amended complaints. And, again, we have all seen that. That's not this.

So when you look at it in the context of what happened and what was pled and how Mr. Talarico responded when Judge Otto said it's dismissed, but maybe you can file something, chose not to. If he had gone ahead, that's vexatious. That's sanctionable. Here, it's not. It's a complaint that was dismissed and that should be the end of it.

And, for those reasons, Judge, I would respectfully request you deny the motion for

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

sanctions.

THE COURT: Okay. Thank you.

Mr. Dulberg.

MR. DULBERG: Hi, Your Honor. I'm not sure -- I have never done this. Forgive me if I'm a little nervous, but in that motion that I filed yesterday there were exhibits at the bottom that are applicable, and one of them is video 27, and it is a response.

I can't articulate this. Can I -- is it possible for me to have my guardian and trustee speak for me?

THE COURT: Pardon me?

MR. DULBERG: Is it allowed for me to have my guardian and trustee speak for me on these matters or...

THE COURT: Mr. Kost, you mean?

MR. DULBERG: Yes.

THE COURT: Mr. Kost, is that -- is that something you would like to take on?

MR. DULBERG: Absolutely. Absolutely.

THE COURT: Wait. Who just said "absolutely?"

MR. DULBERG: Yes. He is here with me because we --

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE COURT: Oh, he's with you. Okay. I'm looking at his Zoom screen and I'm seeing that it's --

MR. KOST: No, I couldn't get in. Couldn't -- could you see me? Can you see me?

THE COURT: No, I couldn't see you. I can see your name, though, I see "Thomas Kost," but I never heard you speak up, so...

MR. KOST: Things appear to be frozen.

MR. LONG: And, Judge, if I may, I don't want to make this more complicated, but I'm not quite sure Mr. Kost's status. Is he a trustee of the Trust or is he a guardian? I heard guardian.

MR. DULBERG: He is a --

MR. LONG: Just so the record is clear as to who he is and what authority he has to speak for Mr. Dulberg.

THE COURT: Yeah. Mr. Kost, go ahead, tell us your status as far as --

MR. KOST: I'm the full trustee of the Paul Dulberg Revocable Trust, but I have also been helping Paul Dulberg for approximately 13 years on these cases.

Paul Dulberg has been attacked

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

brutally and I created a series of -- eight series of videos, over 70 videos, which are available to the public, sent to the ARDC, all recorded, approximately 14 ARDC complaints all --

MR. LONG: Judge, ARDC is not relevant here.

THE COURT: Well --

MR. KOST: But I sent this yesterday --

THE COURT: Both of you stop for the moment. Okay? One at a time. Court reporters can only record one speaker at a time.

Judges make rulings on the admissibility and relevance of evidence and argument all the time. It doesn't mean I can't hear it, so I am presumed to disregard what is inappropriate, and I understand that's my task. So I'm not going to stop Mr. Kost from talking. To the extent that I conclude that I don't need to consider anything he is saying, I won't consider it. So, go ahead, Mr. Kost.

MR. KOST: Okay. Over a period of time I have produced a series -- eight series of videos, over 70 videos all available online to the public and they have all been sent to the ARDC in various ARDC complaints and they are highly relevant in this

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

case because, in this particular case, in the case 22 L 010905, Paul Dulberg was completely set up from the beginning and the evidence -- direct evidence, clear and convincing evidence is contained in the videos that I have provided to the ARDC and that I attempted -- we attempted to provide to the Court yesterday.

And, furthermore, Talarico didn't even represent us when he filed his response in this motion. He resigned on the 14th of January, I provided evidence to the Court yesterday -- or attempted to -- so he never represented us when he filed his answer. He's hostile. He's extremely hostile to our cause and I have documented it, again, in eight series of videos, and so I stand by the statements in the videos. That's my best answer to this.

THE COURT: Okay. I appreciate that. Thank you.

MR. LONG: Judge, may I say something?

THE COURT: You may.

MR. LONG: I just want to clarify one thing before Bob goes back.

Just so the record is clear, the

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

response filed by Mr. Talarico was submitted to the Court on February 8th. Mr. Talarico was not granted leave to withdraw until February 29th, there's an order. So I wanted that cleared up before creating a record for this.

Sorry, Bob.

THE COURT: Okay. All right. Mr. Chapman, last words go to you.

MR. CHAPMAN: Thank you, Your Honor.

Just a couple of points that I'll raise, which is, Mr. Talarico -- in the complaint itself, Mr. Talarico alleged that Mr. Dulberg was present at ADR's facilities on the day of the mediation. Forget that. You know, that's just a point of correction, but then the point was -- that Judge Otto highlighted was the statement in paragraph 94 of the complaint, which was there was a valid and enforceable contract between plaintiff Paul Dulberg and defendant ADR Systems and Allstate Property and Casualty Company dated December 8th, 2016, "please see Exhibit 11 attached."

That's the signed document that ADR performed the mediation pursuant to. We were not a

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

party to the bankruptcy, we were not a witness, we were not asked to sign anything or appear before the bankruptcy court, whatever draft of something that was presented to the bankruptcy court, we, ADR, weren't a party to. And, as Mr. Talarico alleged, and as Judge Otto noted, the only valid agreement was the one that was signed and then pursuant to which the mediation occurred.

The -- I'll give Mr. Long credit for coming up with something here, which is, well, the costs. Well, you know, Judge, we have paid -- Mr. Dulberg received $300,000, his trust -- the bankruptcy trustee on his behalf received 300,000. What would the cost be of a binding mediation? A couple thousand dollars? Was there ever a protest to ADR Systems these costs should not have been allocated to me? Was there a protest in the bankruptcy court? Judge, I can't take the 117,000 because I'm really entitled to 120,000 because costs were allocated improperly? Of course not. Mr. Dulberg took the money.

And so I appreciate that Mr. Dulberg or Mr. Kost might feel there was something done improper, I don't know what the evidence is to

Exhibit BB
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-07-16_July 16, 2024 Transcript Dulberg v Baudins/PAUL DULBERG, et al. v. KELLY N. BAUDIN, et al.Full.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

support it, but if they feel like it, it wasn't ADR Systems who did anything improper and I don't -- I don't represent the attorneys involved, I don't represent the trustee involved, and, you know, whether Judge -- you know, as someone who was there at the time, Judge Otto allowed Mr. -- made it without prejudice so that the other motions could be heard, some were on summary judgment, and that then Mr. Talarico could decide what to do. That was the reason why he did it. If you read the transcript of that hearing, I did not get any sense that Judge Otto perceived a kernel of truth or a kernel of something to which could be added on to, and it doesn't matter anyway, it's an objective standard for you to apply, Your Honor, in this situation, which is, was the complaint, as a matter of fact, did it have a reasonable basis in fact and law to be filed? The answer is unequivocally it did not. Based on that answer, you should grant our request for an award of sanctions.

THE COURT: Okay. Did I leave anybody out?

All right. What I'm going to do is I'll take the motion and the briefs under advisement. I'm going to continue the case to

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

August 28th at 9:00 for a ruling. It may be that I'll issue a written ruling before then and strike the date, but, you know, that's lay plans, but, anyway, if somebody can just send us an order to that affect. Yeah, Mr. --

MR. CHAPMAN: Your Honor, on the order what -- should the order reference the motion that was filed today?

THE COURT: Today's order doesn't have to say that. My order will address it to the extent I need -- I think it needs addressing.

MR. CHAPMAN: Understood.

THE COURT: Okay. Okay.

MR. CHAPMAN: Okay. I will prepare the order and I will circulate it.

THE COURT: Okay. All right. Thank you, all.

Thank you to both court reporters, Mr. Dulberg, everyone.

Everybody have a good day. Okay.

MR. LONG: Thanks, Judge, you, too.

MR. BOEDER: Thank you, Your Honor.

THE COURT: All right. Thanks a lot.

MR. CHAPMAN: Your Honor, if for some reason you need a copy of today's transcript, please let

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

us know and we'll obtain it.

MR. DULBERG: I would like one.

THE COURT: Okay. Thank you for that.

MR. CHAPMAN: And I'll send the court reporter information to Mr. Dulberg if he would like to order a transcript from the court reporter, but with the knowledge that he would have to pay for it.

THE COURT: Fair enough.

MR. CHAPMAN: Okay. Thank you very much, Your Honor. I'll get that taken care of.

THE COURT: Okay. Thanks, everybody.

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

STATE OF ILLINOIS)
) Ss:
COUNTY OF C O O K)

I, Hailey M. Schoot, CSR, RPR, a Certified Shorthand Reporter of said state, do hereby certify that I reported in shorthand the proceedings had at the taking of said hearing and that the foregoing transcript is a true record of my shorthand notes so taken as aforesaid, and contains all the requested proceedings at said hearing.

In witness whereof, I have hereunto set my hand this 23 day of July, 2024.

(Electronically Signed)

_____

Hailey M. Schoot, CSR, RPR
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

A

a.m 1:15
a/k/a 1:8
above-entitled 1:13
absolutely 20:21,21,22
accept 17:9
accurate 6:14
action 18:9
actions 7:7
add 7:20
added 26:13
address 27:10
addressing 27:11
admissibility 22:12
admit 6:22
admits 10:7
admitted 11:19
ADR 2:10 4:7,20 8:21 8:21 10:3,6,20 10:24 11:21 12:23 13:23 14:11,16 15:17 15:22 16:16 17:8 19:8,12 24:19,23 25:5 25:16 26:1
ADR's 8:5 10:8 13:6 24:13
advisement 26:24
affect 27:5
affined 16:13
aforesaid 29:8
agree 15:4
agreed 12:6 17:17
agreeing 17:9
agreement 10:4,6,13,14 11:21,23 16:19 17:11,13,14,15 25:7
agreements 16:22
ahead 11:13,15 15:13 18:13 19:19 21:18 22:19
al 1:9
alert 17:2
alleged 24:12 25:6
allocated 25:17,20
allocation 16:18
allowed 20:14 26:6
Allstate 10:15 11:21 24:19
Allstate's 16:23
Alphonse 2:20 4:23
amend 12:14,15
amended 12:7,14 19:13
anniversary 9:10
answer 23:13,17 26:18 26:19
Anthony 1:14
anybody 5:14 7:17 26:21
anyway 26:14 27:4
appear 12:2 21:9 25:2
APPEARANCES 2:1 3:1
appeared 2:5,10,20 3:6
applicable 10:5 20:8
apply 26:15
appreciate 23:18 25:22
appropriate 15:5
approval 10:2 15:24
approve 16:14
approved 16:19
approximately 21:22 22:4
ARDC 7:21,23 22:3,4,5 22:23,23 23:6
argument 6:3,12 7:15 12:3 12:4 22:13
articulate 20:10
asked 7:10 14:9 25:2
asks 5:10
asserting 19:9
assigned 6:8,21
assuming 9:17
attached 24:22
attacked 21:24
attempted 23:6,6,12
attorney 4:8 17:2 18:3
attorneys 26:3
August 27:1
authorities 6:9
authority 6:6,10 21:16
available 22:2,22
award 10:13,20 14:24 26:20
awarded 10:11
aware 9:13 10:13 12:24
awareness 7:8

B

back 12:13 18:7 23:23
bankruptcy 9:23 10:2,17 15:19,20,23 16:13,19 25:1 25:3,4,13,18
based 15:24 17:17 26:19
basis 16:8 18:2 26:17
Baudin 1:8,8,9 3:6,7,7 5:3,3,3
beginning 9:1 23:3
behalf 2:10,20 3:6 4:20 4:23 5:2 9:20 10:23 25:13
believe 4:6 6:3
belonged 9:24
best 23:16
binding 10:3 11:20 25:14
bizarre 10:22
Bob 23:23 24:6
Boeder 3:3 5:1,2 27:21
Boeder's 12:9 19:7
bottom 20:7
breach 16:9 17:8,20,23
breached 17:10
breaches 16:16
brief 9:17
briefs 26:23

Exhibit BB
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-07-16_July 16, 2024 Transcript Dulberg v Baudins/PAUL DULBERG, et al. v. KELLY N. BAUDIN, et al.Full.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

bring 14:15
brought 9:19 14:10 16:5
brutally 22:1
business 18:15

C

C 29:2
C.S.R 29:16
calendar 4:2,3
care 28:11
career 9:12 18:11
case 4:3,4 9:18 12:23 14:5 23:1,1,1 26:24
cases 13:4 14:4,7 17:24 21:23
Casualty 24:20
cause 1:13 23:14
celebrate 9:9
certainly 13:2
Certified 29:4
certify 29:5
cetera 11:1
chance 9:17
change 17:1,12,18,20
changed 16:18
changes 17:15
changing 17:10
Chapman 2:7,7 4:15,17,19 8:4,8,13,15,16 8:18,24 15:14 18:3,7,17,21 18:23 24:7,9 27:6,12,14,23 28:4,10
characterize 12:4
charge 17:9
Chicago 2:8 3:4
chose 19:18
CIRCUIT 1:3
circulate 27:15
Civil 11:6
claim 9:24 10:1 11:11 12:22 15:17 16:9 17:23 18:19 19:9,10
claiming 13:1,2
clarify 23:22
clear 21:15 23:4,24
cleared 24:4
clearly 6:14 13:5 17:4
client 12:9,9 13:22 16:12 17:4
client's 16:7
clients 12:10 14:17
closing 8:11
come 6:10,21
coming 25:10
comments 8:5,6
Company 24:20
complaint 10:22 11:20 12:7,16 17:7 18:2 19:21 24:11,17 26:16
complaints 7:23 19:13 22:4 22:24
completely 23:2
complicated 21:11
concern 12:5
concerned 5:22
conclude 22:17
concurrence 8:6
confidential 7:24
consider 6:1 7:11 22:18 22:18
consideration 13:19
considering 7:12
contained 7:22 23:5
contains 29:8
context 15:18 16:3 19:15
continually 13:14
continuance 5:23
continue 5:18 13:13 26:24
continued 3:1 5:21
continues 11:15
contract 16:9,13,16 17:8 17:13,20,23 24:18
convincing 23:4
COOK 1:2,3
copy 27:24
correct 18:21,22
correction 24:15
cost 14:16,17 17:18 25:14
costs 16:18 17:22 25:11,16,20
counsel 10:1,7 11:8 15:20
count 18:11
countless 18:10
COUNTY 1:2,3,4 29:2
couple 5:14 13:8 24:10 25:15
course 12:11 25:20
court 1:3,14 2:3 4:1,9 4:10,16,21,24 5:5,7 6:7,11,15 6:17,21 8:2,7 8:14,17,19,23 9:12 10:17 11:4 12:23 14:10,15 15:4 15:7,12 16:14 16:19 20:2,13 20:17,19,22 21:1,6,18 22:6 22:8,9 23:7,11 23:18,21 24:2 24:7 25:3,4,18 26:21 27:9,13 27:16,17,22 28:3,4,6,9,12
court's 10:2 13:7 15:23
courtrooms 6:8
covered 12:19 13:21
created 22:1
creating 24:5
credit 25:9
creditors 10:18
CSR 3:24 29:3,16
curtesy 11:7
cut 11:2 16:10

D

Exhibit BB
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-07-16_July 16, 2024 Transcript Dulberg v Baudins/PAUL DULBERG, et al. v. KELLY N. BAUDIN, et al.Full.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

damages 17:21
date 5:22 27:3
dated 24:20
day 24:13 27:19 29:11
days 12:17
December 24:21
decide 26:9
decides 19:6
defendant 24:19
defendants 1:10 4:5,7 5:2 11:1 19:7,8
definitely 9:11
Dempster 2:12
deny 19:24
DEPARTMENT 1:4
deposited 10:16
description 12:20
different 11:3
DILLON 2:16
direct 23:3
disagree 15:15
discovery 7:10
discuss 5:13
dismiss 9:4,8 11:18 12:16 18:4
dismissed 19:11,18,21
dismisses 19:1
disregard 22:14
DIVISION 1:4
docket 5:24
document 24:23
documented 23:14
dollars 25:15
draft 25:3
drag 19:12
Dulberg 1:5,5 2:2,2,15 4:4,5 5:6,6,9 6:17 7:4,7 8:10 9:19,23 10:7,7 10:11,17,23 11:15,22 15:2 15:8,21 16:3 17:5,17,21 19:3 20:3,4,14 20:18,21,23 21:14,17,21,22 21:24 23:2 24:12,19 25:12 25:21,22 27:18 28:2,5
Dulberg's 15:3 16:1

E

ears 7:19
eight 22:1,21 23:15
elaborate 19:4
Electronically 29:14
emphasis 18:8
enforceable 11:20,22 24:18
engage 10:2
enter 14:24
entitled 25:19
equally 16:24
et 1:9 11:1
Etchingham 10:10,10,12
everybody 4:13 5:23 7:6 18:14 27:19 28:12
evidence 6:12 22:12 23:3 23:4,4,11 25:24
excuse 5:2
Exhibit 24:21
exhibits 20:7
experience 18:1
explaining 13:11
extent 15:3 22:17 27:10
extremely 23:13
eyes 7:19

F

facilities 10:8 24:13
fact 11:11 26:17,17
Fair 8:2 28:9
familiar 8:20,22
far 5:21,22 21:19
farther 7:1
fault 5:20
favor 10:11
February 24:2,3
federal 11:4,6
fee 15:5
feel 25:23 26:1
fees 17:10,12
figured 18:24
file 9:6,8 12:1,6 19:12,18
filed 5:9 7:17 9:23 10:23 11:24 12:17 18:13 20:6 23:9,13 24:1 26:18 27:8
files 17:7 18:2,4,17
filing 18:8,13
firms 11:1
first 8:9 15:12
five 9:11 13:21
flaw 11:19
floor 8:14
focus 9:4 19:7
folks 6:24
foregoing 29:7
forged 16:4
Forget 24:14
forging 11:13,15
Forgive 20:5
forward 6:19 13:15 16:2 16:20 19:5
found 10:10
four 13:21
free 6:18
front 14:4
frozen 21:9
fulfilled 16:2
full 21:20
function 14:7
fundamental 9:18 11:18

Exhibit BB
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

furthermore 23:8

G

Gagnon 16:23
general 7:16
Geneva 2:18
give 7:11 25:9
given 19:4
go 7:1 8:9,17 15:9 15:12 18:13 21:18 22:19 24:8
goes 17:23 18:14 23:23
going 5:13,17 6:2,2,5 6:19 7:1 8:19 12:14 13:15 14:1 22:16 26:22,24
good 4:1,15,19,22,24 5:1,5,7 18:3 27:19
grain 19:2
grant 26:19
granted 12:16 18:15 24:3
grants 15:4 18:18
Group 3:7 5:4
guardian 20:11,15 21:13 21:13
guy 13:20

H

Hailey 3:24 29:3,16
hand 15:12 18:11 29:11
happened 9:15 15:18 16:7 17:3 19:16
happens 18:6
happy 17:5
harass 13:3
harbor 11:5
hard 16:6
hate 16:11
Hayden 2:3
hear 4:11 13:14 17:5 22:14
heard 12:4 21:8,13 26:8
hearing 5:13,16,18 7:4 12:15 26:11 29:6,9
helping 21:22
hereunto 29:10
hesitant 9:5
hey 12:13
Hi 20:4
high-low 10:4,13,15
higher 6:9
highlighted 24:16
highly 22:24
hired 15:21
Honor 4:15,18,22 5:1 7:24 8:4,13,18 8:24 11:4 14:23 20:4 24:9 26:15 27:6,21,23 28:11
Honorable 1:14
host 10:24
hostile 23:13,14
hour 1:15

I

i.e 17:20
idea 13:24
III 16:21
III(b) 16:21
Illinois 1:1,3 2:3,8,13 2:18 3:4 11:3 29:1
implemented 16:15
important 4:12 5:16 9:12 14:6 18:5
improper 13:5 25:24 26:2
improperly 25:20
inappropriate 22:15
inartfully 15:16
incomprehen... 10:22
increase 14:16,16
information 16:5 17:4 28:5
inject 7:21
injury 9:24
insists 16:4
insurance 13:22
intent 7:21
introduce 4:13
investigates 16:8
investigation 16:8
involved 15:20,22 26:3,4
issue 27:2
issued 10:14,20

J

J 2:17
January 23:10
Jeremy 3:3 5:1
Jeremy's 12:9
jerk 9:14
jnboeder@tri... 3:5
jointly 15:1
judge 1:14 7:20 10:9 10:10,12 12:2 12:15 13:14 15:11,14 18:17 18:20 19:10,17 19:23 21:10 22:5 23:20 24:16 25:6,11 25:18 26:5,6 26:12 27:20
judges 14:5,9 22:11
judgment 12:11 26:8
July 1:15 4:1 29:11
jump 4:16
jurisdiction 6:24

K

K 29:2
keep 13:15
Kelly 1:8 3:7 5:3
kernel 17:1 26:12,13
kind 11:2 16:10 18:20
knee 9:14
know 5:11 6:12,22 8:5 9:3,6,7,13 11:3 12:3,3,13 13:12,12,23

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

14:2,12 16:11 18:5,10 24:14 25:11,24 26:4 26:5 27:3 28:1
knowledge 28:7
known 15:15
knows 7:24 17:24
KONICEK 2:16
Kost 2:11,12 20:17 20:19 21:4,7,9 21:18,20 22:7 22:16,19,20 25:23
Kost's 21:12

L

L 1:7 4:4 23:2
LaSalle 2:8
law 1:4 3:7 5:3 11:1 11:12 26:18
lay 27:3
leave 19:8 24:3 26:21
leaving 19:10
legal 18:2
lengthy 5:12
let's 5:8 9:4
letter 13:11 18:9
letters 11:9 18:10
License 29:16
lighten 14:5
limits 10:5
literally 9:20
litigants 6:14
litigation 11:14 13:4 15:16
little 20:5
LLP 2:7
load 14:5
Long 2:17 4:22,23 7:20 8:10 9:2 15:8,10,11,12 15:14 18:24 21:10,15 22:5 23:20,22 25:9 27:20
look 11:10 16:6 17:3 19:15
looked 15:17
looking 21:2
lost 9:3
lot 18:1 27:22

M

M 3:24 29:3,16
making 12:21 13:16
manner 9:22
matter 11:11,12 26:14 26:16
matters 20:15
McHenry 2:3
mean 20:17 22:13
meaning 19:2
mediation 10:3,9,9 15:24 16:2,20 17:14 24:14,24 25:8 25:14
mediator 14:8
mediators 14:15
members 14:17
MEYER 3:3
Mm-hmm 4:21 8:2
moment 22:8
money 10:15,16 25:21
months 12:8,11
morning 4:1,15,19,22,24 5:1,5,7
motion 4:6 5:10,12 6:1 6:3 7:17 9:8,8 11:18,23,24 12:17 15:4 18:4,14,16,17 19:24 20:6 23:10 26:23 27:7
motions 9:4,6 12:10 26:7
movant 8:9
move 18:15 19:5
Mt 2:13
multiple 4:5

N

N 1:8 3:3
name 21:7
necessarily 6:16
need 22:17 27:11,24
needs 27:11
nervous 20:6
never 12:22,22 17:17 20:5 21:7 23:12
noted 25:6
notes 29:8
noticed 5:13
Number 4:4
Numeral 16:21

O

O 29:2,2
objection 10:19 12:6
objective 13:1 26:14
obtain 28:1
occurred 10:9 25:8
oh 18:12 21:1
okay 5:8 8:7,11,12,24 15:7 18:4,18 19:6 20:2 21:1 22:9,20 23:18 24:7 26:21 27:13,13,14,16 27:19 28:3,10 28:12
online 22:22
opening 8:11
opportunity 19:4
opposing 11:8
oral 12:2
order 24:4 27:4,6,7,9 27:10,14 28:6
ordered 7:11
originally 5:21
ORPETT 3:3
Otto 12:2,15 18:18 18:20 19:17 24:16 25:6 26:6,12
overshoot 14:2

P

P.C 2:16 3:3
paid 10:15,18 25:11
paragraph

Exhibit BB
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

24:17
Pardon
20:13
part
17:11 18:16
participate
14:17,18
particular
23:1
parties
5:11 7:13 12:8 13:21 14:4 17:16
parties'
10:14
party
17:8,10 25:1,5
patently
18:19
Paul
1:5,5 2:2,2,15 5:6 21:20,22 21:24 23:2 24:19
Paul_dulberg...
2:4
pay
28:7
pending
5:17
people
14:14
perceived
26:12
performed
24:24
performs
13:24 14:3,6
period
22:20
person
4:12
personal
9:23
perspective
8:5 16:17 17:16
petition
9:1 12:18 14:19 15:5
petitioner
4:20
place
8:1 12:21 18:8
plaintiff
2:5 11:8 18:12 24:18
plaintiff's
4:8
plaintiffs
1:6 4:7
plans
27:3
play
14:14
please
24:21 27:24
pled
15:17 19:16
point
13:7,18 15:1 24:15,15
pointed
11:18
points
13:9 24:10
policy
10:5
possible
20:11
postponed
7:5
practice
10:12
prejudice
6:13,16 12:17 18:18 19:2 26:7
prepare
27:14
prepared
11:17
present
10:8 24:13
presented
10:6 25:4
presume
6:23
presumed
22:14
private
6:11
Pro
2:5
probably
5:20 9:11 12:19
problem
9:18
Procedure
11:6
proceeding
7:23 15:22
proceedings
1:12 6:2 7:22 29:5,9
proceeds
10:18
produced
22:21
profit
14:2
Property
24:20
Prospect
2:13
protest
25:15,17
provide
23:7
provided
6:18 17:4 23:5 23:11
provides
17:13,14
public
14:18 22:3,22
purpose
13:5 14:13
pursuant
10:3,14 24:24 25:8
pursue
10:1
put
16:15
puts
17:2

Q

quite
21:11

R

raise
13:18 24:11
raised
7:3 13:8
Randal
3:6 5:3
rarely
11:8
Rchapman@c...
2:9
reaction
7:16
read
9:17 26:10
reading
18:21
ready
8:17
really
6:13 25:19
reason
6:19 14:16 26:10 27:23
reasonable
26:17
reasons
7:13 19:23
received
25:12,13
reconfigure
19:4
record
21:15 22:10 23:24 24:5 29:7
recorded
22:3
records
7:11
reference
27:7
relatively
5:12
relevance
22:12
relevant
22:5,24
remained
12:8
remember
5:19,20
reply
12:1 13:8,19
REPORT
1:12
reported
3:24 29:5
reporter
6:17 28:4,6 29:4
reporters
4:9,10 6:8,11,15 6:21 22:9 27:17
represent
15:21 23:9 26:3 26:4
representations
16:1
represented
23:12
request
7:9 12:16 19:24 26:20
requested

Exhibit BB
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-07-16_July 16, 2024 Transcript Dulberg v Baudins/PAUL DULBERG, et al. v. KELLY N. BAUDIN, et al.Full.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

29:9
requests
6:4 7:13
resigned
23:10
resolved
12:12
resources
13:7
respect
15:14
respectfully
19:24
respond
8:10
responded
19:17
respondent
4:23
response
5:15 7:18 9:15 11:12,23 20:9 23:9 24:1
responsibility
16:23
responsible
17:21
retained
10:1
retired
10:10 14:9
revealed
16:8
Revocable
1:5 2:15 21:21
ridiculous
18:19
right
5:15 13:20 18:12 24:7 26:22 27:16,22
road
7:2
Robert
2:7 4:19
role
14:14
Roman
16:21
roughshod
13:13
RPR
3:24 29:3,16
rule
11:5,5,11 12:24
Rules
11:6
ruling
27:1,2
rulings
22:11
run
13:12,12

S

safe
11:5
sake
4:14
sanctionable
19:20
sanctions
9:7,9 14:24 20:1 26:20
saying
5:9 13:3 17:8 22:18
says
19:10
scheduled
5:21
Schoot
3:24 29:3,16
screen
18:1 21:2
Se
2:5
Section
16:21
see
4:9 5:8,9 6:13 6:16 17:3 21:5 21:5,6,6,7 24:21
seeing
21:2
seen
5:11 19:13
seminal
17:23
send
27:4 28:4
sends
18:9
sense
9:21,21 11:24 17:9,12 26:11
sent
18:10 22:3,7,23
separately
15:1
series
22:1,1,21,21 23:15
seriously
9:14 13:24 14:13,21
service
14:1
set
23:2 29:10
setting
15:22
shorthand
29:4,5,7
show
12:15
sidelines
12:12
sign
25:2
signature
16:4
signed
10:5 24:23 25:7 29:14
significant
16:17
silence
10:19 11:13
silent
12:8
simple
17:19
simply
14:14
situation
12:21 13:16 16:15 26:16
six
10:21
skip
8:20
smart
11:7
somebody
27:4
soon
17:6
Sorry
24:6
sought
10:2
South
2:8
speak
11:2 20:12,15 21:8,16
speaker
22:10
Specifically
16:9
SPINGOLA
2:7
split
16:24
Ss
1:1 29:1
stand
23:15
standard
12:24 13:1 26:15
start
4:17 5:8
state
1:1 2:17 29:1,4
statement
24:16
statements
7:22 23:16
status
21:12,19
step
18:7
stop
6:2,3 14:22 22:8 22:16
Street
2:8,12,17 3:4
strike
27:2
submit
15:5
submitted
24:1
sue
14:15
suit
18:13
Suite
2:8 3:4
summary
12:10 26:8
supplement
7:14
support
26:1
sure
4:10 14:3 17:5 20:4 21:12
Swanagan
1:14
system
10:24 14:7
Systems

Exhibit BB
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-07-16_July 16, 2024 Transcript Dulberg v Baudins/PAUL DULBERG, et al. v. KELLY N. BAUDIN, et al.Full.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

2:10 4:7,20 8:21,21 10:6 12:23 24:19 25:16 26:2

T

take 9:13 14:7,10,12 14:20 16:6 20:20 25:18 26:23
taken 28:11 29:8
takes 13:23 16:7
Talarico 2:20 4:23 7:10 9:19 10:23 11:10,16,19 12:6,7 13:10 14:22 15:2 16:1,6 17:2,7 18:8 19:3,6,17 23:8 24:1,2,11 24:12 25:5 26:9
Talarico's 16:10 17:16
talking 4:12 22:16
task 22:15
tell 8:8 14:8 21:18
terms 15:24 17:11,19 17:21
testify 14:9
Thank 4:17 8:16,18 15:7 20:2 23:18 24:9 27:16,17,21 28:3,10
Thanks 8:13 27:20,22 28:12
theme 11:13
thing 5:16 6:5 7:20 23:22
things 5:10,14 7:3 21:9
think 5:16,19 6:6,7,9 6:18 7:5,6,12 8:4 9:12,16 11:6 13:8 16:20 17:12 18:5,9 27:11
Thomas 2:11,12,17 4:22 21:7
thousand 25:15
three 19:12
threw 12:3,5
time 5:23,23 7:5 11:3 11:10 13:7 16:18,19 22:9 22:10,13,20 26:6
times 9:11 18:12
tkost999@gm... 2:14
tlong@konice... 2:19
today 4:1,6 5:18 6:2,3 7:15 11:15 13:17 27:8
today's 27:9,24
told 6:23
Tom 18:12
transcript 4:14 6:15 26:11 27:24 28:6 29:7
TRIBLER 3:3
tried 13:18 14:21
troubled 7:21
true 29:7
trust 1:5 2:15 4:5 10:24 11:16 15:3 21:13,21 25:12
Trust's 9:20
trustee 2:15 9:24,24 10:1 11:1 15:20,21 20:11 20:15 21:12,20 25:13 26:4
truth 26:12
try 19:11
turn 19:6
two 4:9 6:11

U

U 4:2
undermines 14:13
underscore 15:1
understand 22:15
Understood 27:12
unequivocally 26:18

V

valid 12:22 24:18 25:6
valuable 13:24
various 5:10 22:23
verbiage 16:11,12
versus 4:5
vexatious 9:22 13:2,6 15:16 19:9,19
video 20:8
videoconfere... 1:13
videos 22:2,2,21,22 23:5,15,16
view 9:1
violates 11:11
virtual 8:14
vs 1:7

W

W 2:12 3:6 5:2
Wait 20:22
want 6:14 7:18 12:4 14:2 21:10 23:22
wanted 24:4
wants 4:16 5:15 15:9
Washington 3:4
wasn't 16:4 18:20 26:1
wasted 13:6
way 13:6,6
ways 11:14
we'll 28:1
we're 8:6 13:1,2,2,16
went 11:17 12:10 16:2,20,22 19:11
weren't 16:2 25:5
West 2:17 3:4
whereof 29:10
willy-nilly 14:20
withdraw 24:3
witness 25:1 29:10
won 9:3,5,7
word 16:7
words 24:8
working 13:15 14:11
write 11:10
written 7:14 27:2
wrong

Exhibit BB
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

18:22,23

X

Y

Yeah
21:18 27:5
years
9:6 10:21 14:4,6
14:12 15:15
18:1 21:22
yesterday
5:10 7:17 20:6
22:7 23:7,11

Z

Zoom
1:12 21:2

0

010905
1:7 4:4 23:2
084-004897
29:16

1

1
4:11
11
11:5 24:21
11:15
1:15 4:2,4
117,000
10:17 25:18
120,000
25:19
13
21:22
137
11:11 12:24
14
22:4
14th
23:10
16
1:15
16th
4:1
190
2:8

2

2016
24:21
2022
1:7
2024
1:15 29:11
21
2:17
22
4:4 23:2
225
3:4
23
29:11
24
14:12
2550
3:4
27
20:8
28th
27:1
29th
24:3

3

30
12:17
300,000
10:4,16 25:12
25:13
312.201.6400
3:5
312.630.9202
2:9
3850
2:8
38th
9:9

4

423
2:12
4606
2:3

5

50,000
10:4
561,000
10:11

6

60051
2:3
60056
2:13
60134
2:18
60603
2:8
60606
3:4
630.262.9655
2:18

7

70
22:2,22

8

847.439.2198
2:13
847.497.4250
2:4
8th
24:2,21

9

9:00
27:1
94
24:17

Exhibit BB
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Location: <<CourtRoomNumber>>
Judge: Calendar, U

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST, Plaintiffs, vs. KELLY N. BAUDIN a/k/a Baudin & Baudin, Baudin & Baudin, an Association of Attorneys, Law Offices of Baudin & Baudin, Baudin & Baudin Law Offices, et al. Defendants.	)	Case No. 2022 L 010905

REMOTE VIDEOCONFERENCE REPORT OF PROCEEDINGS had at the hearing of the above-entitled cause before the HONORABLE ANTHONY SWANAGAN, Judge of said Court, proceedings being held via videoconference on December 17, 2024, commencing at the hour of 1:30 p.m.

STENOGRAPHICALLY REPORTED BY:
ROBIN M. CHIMNIAK, CSR, RMR
State of Illinois CSR License No. 084-001999

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FILED DATE: 1/28/2025 5:30 PM 2022L010905

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FILED DATE: 1/28/2025 5:30 PM 2022L010905

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* * * * *

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FILED DATE: 1/28/2025 5:30 PM 2022L010905

(Whereupon the following proceedings commenced at 1:30 p.m.)

THE COURT: I have a 1:30 case, that is Dulberg versus multiple defendants, Case No. 2022 L 010905.

I thought I would see a bunch of folks here. Since we have a court reporter here, why don't you folks that are here identify yourselves for the sake of the transcript.

MR. McGOURTY: Good morning, your Honor. Zach McGourty on behalf of the Olsen, Willette, and the Yalden defendants.

THE COURT: Good afternoon.

MR. BOEDER: Good afternoon, your Honor. Jeremy Boeder on behalf of the Baudin set of defendants.

THE COURT: Good afternoon.

MR. LONG: Thomas Long on behalf of respondent Alphonse Talarico.

I just spoke with Bob Chapman, who represents ADR. He was at his car hustling home to get on.

THE COURT: Okay.

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FILED DATE: 1/28/2025 5:30 PM 2022L010905

MR. LONG: So he may be a few minutes late.

THE COURT: Okay. Well, I suppose we can wait, unless there's something that the parties tell me we can do now, while his trustee for Mr. Dulberg's trust -- and usually Mr. Dulberg joins us as well.

Why don't I twiddle my thumbs for a few minutes just to see who all will be here.

I guess I'll go silent, maybe until -- I'll say 1:37, just to pick an odd time. So we'll see who we have by then. Okay?

MR. LONG: Okay. Thanks, Judge.

MR. BOEDER: Thank you.

(Brief pause.)

THE COURT: Okay. We're going to recall Case No. 22 L 010905, Dulberg versus multiple defendants. We've taken a brief recess because when we first began talking, I didn't see everybody who I thought I would see. I was informed that a couple of people were on the way. Hopefully folks are here now.

We do have a court reporter here now, so I'll ask everyone who was here previously

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

and folks who had just joined us to identify yourselves for the sake of the transcript.

So I'll let it be free-for-all. You can decide amongst yourselves who wants to shout out first.

MR. CHAPMAN: Good afternoon, your Honor. I apologize for being late. I also apologize that I don't have my tie on.

Robert Chapman for the petitioner, ADR Systems.

THE COURT: Good afternoon.

MR. LONG: Good afternoon, your Honor. Thomas Long for respondent, Alphonse Talarico.

THE COURT: Good afternoon.

MR. McGOURTY: Good afternoon, your Honor. Zach McGourty on behalf of the Olsen, Willette, and the Yalden defendants.

THE COURT: Good afternoon.

MR. BOEDER: Good afternoon, again, your Honor. Jeremy Boeder on behalf of the Baudin set of defendants.

MR. KOST: And this is Thomas Kost, but my video does not seem to work.

And Paul Dulberg is right here on

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

the same microphone. He can identify himself.

MR. DULBERG: I'm Paul Dulberg.

THE COURT: Good afternoon. Your camera was working before. So while we were in silent mode, we could hear and see you. So I do know that you're there. So thank you for joining us.

Who wants to tell me what we're doing today? I'm aware of one motion notice for today by the Olsen, Willette, and Yalden defendants, but I'm not sure what else we're doing. So who wants to tell me where we are?

MR. McGOURTY: Well, we can get the Olsen motion out of the way. It's pretty much a housekeeping motion.

We were dismissed back in May of 2023. A notice of appeal was filed that's since been dismissed for want of prosecution, so we're just looking for an order formally to dismiss us from the case.

THE COURT: Is there any objection to that? I'll note the basis for that, but anybody want to object?

Mr. Dulberg, did you have

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

something to say? I'm sorry.

MR. DULBERG: I don't know enough about it to object or not object.

THE COURT: I'm comfortable that I do, and so I'm going to grant the motion, because the appeal was dismissed. That is on the docket, so I am going to grant the motion to dismiss those defendants with prejudice.

What else are we doing today?

MR. KOST: Well --

MR. CHAPMAN: I --

MR. KOST: Go ahead.

MR. CHAPMAN: No.

MR. KOST: Somebody else want to lead? I'm sorry.

MR. BOEDER: I will speak.

I don't think there is anything else to be done. I think all defendants have been dismissed. The motion for sanctions has now been ruled upon. I can speak for myself, but I imagine it's the case for at least one other here who have been sort of hanging on at this point, only because there was a motion for sanctions pending and the case, for that reason, remained

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

open. That certainly is why I'm here.

But I don't believe there is anything further to address here. I know that in your Honor's order relative to the motion for sanctions you invited a further pleading on that matter, and I will allow those who are participating there to speak to that, if they have any need to, but I don't think there is any other reason to have anything further addressed here today or on further dates set.

MR. LONG: Judge, I agree with Jeremy, with the exception of Mr. Chapman, who obviously was invited to spindle a motion to present his fees and what he's seeking in sanctions.

But other than that, I think the case is over.

THE COURT: Okay. I thought so. But there is such a complex bunch of pleadings here and there, I wanted to make sure.

Who was about to speak? Was that you, Mr. Dulberg?

MR. DULBERG: Yes. We, on July 15th, 2023, we submitted a document, which were basically seven different motions, and two of

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

them don't seem to be relevant much more, but we were asking for a motion to strike from the record Talarico's response, Plaintiff's response to Defendant ADR Systems of America LLC's Rule 137 motion for sanctions filed on February 8th, 2024, because Talarico is extremely, extremely hostile to our interests and basically in multiple ways has been sabotaging our case --

MR. LONG: Judge, I don't want to hear anything about my client.

MR. DULBERG: May I continue to speak? May I continue to speak?

THE COURT: Stop. Stop, Mr. Long. Let's let Mr. Dulberg go ahead, and I'll let you have something to say. I'm going to have something to say, too, but I'll let you have something to say, Mr. Long.

But go ahead, Mr. Dulberg. Go ahead.

MR. DULBERG: Yes. So we were asking for a motion to strike from the record Talarico's response of February 8th, 2024, and a motion to resubmit our own response because Talarico simply

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

does not represent us; far from it. He is extremely, extremely hostile to the interests of my entire family and has done incredibly cruel things to us.

We also asked for a motion to compel Talarico to provide us with our case files. We never received any case files from Talarico, and per contract, as I have at www.fraudonthecourt.net in group exhibits -- slash exhibits, in Group Exhibit 46, I have all the contracts between us and Talarico, and it's all by the hour, and he's required to give us our case files. He didn't follow any of his contractual obligations regarding case files.

We also asked for the unredacted and complete record of reported telephone conversations between us, because it would go right to the heart of the issue of who is actually responsible for the resulting 137 sanctions.

I don't want to go too fast. I have a couple other things, and I have a list here. I could just submit the list, possibly, to the court reporter, if it's okay with you, so we

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

can put a complete --

MR. LONG: It's not okay with me.

MR. DULBERG: Okay. Fair enough. Then I'll --

THE COURT: Mr. Long. Mr. Long, hold up. I can just say what's okay about what gets said here, okay? So I understand you might have something to say in response or that you'd rather certain things not go uncontradicted on the record, so I'm going to let you have your say, but I get to decide who has their say.

And so you hold your horses for the time being.

Mr. Dulberg, your motion and the list of things that you wanted, they're all on the docket. So tell you what, I'm going to ask you, Mr. Long, to be the person who reflects -- sends us an order that reflects what I'm about to say:

A couple of things, Mr. Dulberg. Even if you didn't think that Mr. Talarico was appropriately representing your interests as far as the motion for sanctions was concerned, his interests were at stake as well. And so he had

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

absolute right to put forth whatever he thought was in his best interest to defeat the motion for sanctions. And you may have the opinion that you had different interests as far as that motion was concerned. I did not see that. And your interests are basically intertwined, in that he's responsible for what he wrote, and you're responsible for what he wrote. And that would be vice versa as well: You're jointly responsible. Lawyer and client are responsible for pleadings made by a lawyer.

Now, you were free to present things independently, if you so chose, but the punch line, as far as I was concerned, is that I looked at the petition for sanctions on its merit, and I looked at what was the conduct for which ADR sought to sanction you and your attorney, and I did not see -- I think -- you know, the order mentioned -- I couldn't imagine -- I'm paraphrasing, but I couldn't imagine a basis on which there was reasonable grounds for the breach of contract complaint against ADR.

And so as far as any pleadings on

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

the motions for sanctions are concerned, I guess I'll just say that your request for any further right to file other pleadings is denied, except to the extent that you may want to file something in response to Mr. Chapman's petition for fees. Because that's the one thing that I anticipate is still on the way. So that's number one.

And I guess secondly, I'm going to deny your request for any relief against Mr. Talarico as far as your files, because that's not in front of me. You know, those sorts of disputes between lawyers and their clients are sometimes the result -- they are sometimes disputes that produce other litigation, but I don't have any basis for reviewing your request for files. There are ways in which clients are supposed to address those requests. I don't know whether you have, but those requests aren't supposed to be handled here. So I'm going to deny your request for anything to do regarding a dispute over files between you and Mr. Talarico.

Now, I'll also say I am not expressing any opinion, nor am I in a position to express an opinion or make any ruling on anything

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

that you're suggesting that Mr. Talarico did that was adverse to the interests of you or your family. Again, I only decide what's in front of me and what's in front of me based on what this case has been about.

So that's all I'm going to say about those motions. I don't think you need to list them for the sake of the court reporter, because they are all already on the docket.

So, Mr. Long, I'm going to ask you to just send us an order reflecting that I'm denying those motions that were already on the docket.

Now, Mr. Long, do you want to -- have something to say on behalf of your client, go right ahead.

MR. LONG: Yes. I'll just kind of work from the back.

Judge, what I was going to do is put together an order indicating that all pending motions filed by Mr. Dulberg are denied -- just so we're all clear -- and any requests by Mr. Dulberg relative to Mr. Talarico's file as to -- that's the language I'm going to use, if

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

that's acceptable to your Honor.

THE COURT: That's acceptable. Yes.

MR. LONG: And as to the others, Zach and Jeremy, I don't know if they want to add anything, or if they want to do their own orders?

MR. McGOURTY: I can go ahead and submit an order for our motion.

THE COURT: Yes. I anticipated that. So I'll be looking for that, too.

MR. LONG: And then -- sorry, Judge.

THE COURT: Go ahead.

MR. LONG: And then I apologize for my abruptness earlier. It's just been kind of a series of statements and pleadings impugning my client's integrity. With the court reporter, I just couldn't let it go, where we're getting into a soliloquy about Mr. Talarico, and that's not even an issue here. I apologize to your Honor.

THE COURT: That's okay. You get to defend your client's integrity. Just don't interrupt when you do it. I'm going to always give folks to have a chance to have a say when they think they need to.

MR. LONG: It's part of our DNA as

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

lawyers.

MR. KOST: May I respond, sir?

THE COURT: What do you want to respond?

MR. KOST: It's Thomas Kost. To what you said. If I may place a comment on the record?

THE COURT: Go right ahead.

MR. KOST: Thank you, sir.

Referring to what happens between ourselves and Mr. Talarico, we consider it central to the case, because it's a form of sabotage which benefits opposing counsel. It goes directly to the heart of benefiting opposing counsel, and I've described that in over 900 videos, which is available on a public website. So that was the main point.

It's not simply between us and Talarico. It's what Talarico does. And not only Talarico, they do it for the benefit of opposing counsel, and this we see as a fundamental sabotage of the entire case.

In fact, we state that it is July 11th, 2022, where he was basically horse-trading Dulberg's interests from that point, and

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

that was about five months before we ever filed the case.

In addition, I never signed the original complaint. He only got Dulberg to sign on December 8th, 2022, because he really couldn't do that trick that I described in the videos on me, and I never signed. So there is a number of issues.

I also have other issues I'd like to bring up. I don't want to tax your patience, sir. May I continue?

THE COURT: No. I rarely say no to people having their say, but I know what I read, and I know how narrow were the issues that I was deciding here.

And so the substance of the case, for the most part, was decided quite a while ago, and it went through an appeal. There's all sorts of things that -- for which I think the horses are long gone, the barn door closed and locked quite a while ago. And so this isn't -- this is not, as far as I'm concerned, the time to try to rehash alleged sabotage going back to the beginning of the case.

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

So that's why, unlike my usual practice of letting people have their full say, I'm going to say this is late in the game for further say, I think.

And so forgive my abruptness, but, no, I don't think I need to hear any more. Okay?

MR. KOST: Thank you, sir.

THE COURT: Thank you.

MR. CHAPMAN: Your Honor --

THE COURT: And I --

MR. CHAPMAN: I didn't mean to interrupt you, if you weren't through.

THE COURT: Go ahead.

MR. CHAPMAN: Thank you, your Honor.

I saw at the end of the order you suggested I spindle up a motion. I didn't know if it might make sense, just for us, since we're all here now -- for example, if we said I had 21 days to file a fee petition, X number days for a response and a reply, that might save us some time down the road. If that's something that you would consider?

THE COURT: Well, the reason I wasn't going to suggest that is because, you know, we've

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

got holiday schedules coming up, and -- oh, the other reason I didn't want to do that is because I generally am not allowed to do things on the calendar. That's why they give me a coordinator, to help make sure we have control over our calendar.

But our coordinator is out. So you'll notice usually she is here and I count on her to give me dates and help me with scheduling. But since she is not here, I would be giving you some date that would be subject to being rescinded once she says, You've got a trial. You can't do that, or something similar, so --

MR. CHAPMAN: I just -- my only fear was -- and I don't know enough of this particular call. I know on some calls if I spindle up a motion, I don't know if it's -- if I would get a date. If you're saying if you spindle up your fee petition, it will be a date, like, two weeks from filing, that's fine.

I just didn't want to end up where we -- we can't present something to you for three months or -- I'm exaggerating, but that's the only thing that was on my mind. I appreciate

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

that your coordinator is not here. I'll just follow your direction.

THE COURT: Yes. Because here is the scoop. Our status calendar shows up way in advance, but our motion calendar does not.

I will tell you, I'm going to be out two weeks in January, so the week of the 13th and the week of the 20th, but I would imagine, given today's date, you could spindle a motion on our regular motion call on a Tuesday or a Thursday at 9:45 before that -- and let me just, before I rest on that presumption, I'm going to take a look on our calendar right now. And one thing I can do is I can project whether we are full already certain days out. And so let's see.

Actually, I do not think we are full -- this is interesting. I'm working Christmas Eve. I guess most of the world is not, but I see Tuesday, the 24th, we have plenty of room on the motion calendar at 9:45. Same is true on Thursday the 26th. Same is true on New Year's Eve, December 31st. And looks like we have at least one spot on January 2nd, a few spots on January 7th, a couple of spots on

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

January 9th.

MR. CHAPMAN: Thank you.

THE COURT: So I'm saying all of that to say, rather than me giving you a date that will be undone by the higher authority of the coordinator, yes, just spindle a motion.

MR. CHAPMAN: I will. Thank you, your Honor.

THE COURT: Okay.

MR. CHAPMAN: Sounds fine. Thank you.

THE COURT: Then I guess the other thing I'll say is, if you'd like, when you spindle the motion, what you can do is reach out to the other side, and if you can agree on a briefing schedule for the motion, you can submit that in the agreed order, and then you won't even have to come in.

MR. CHAPMAN: That sounds like a good idea, your Honor. Thank you.

THE COURT: All right. Anything else for today?

MR. BOEDER: Nothing.

MR. CHAPMAN: Not for the petitioner.

THE COURT: Well, thanks, everybody,

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

for your time and your patience. You have a good holiday season, and I will see at least some of you in 2025, presumably, or maybe even before that, given that we have some free space on the motion call before then.

So thanks, everybody. Thank you, Madam Court Reporter.

MR. LONG: Thanks, Judge.

MR. McGOURTY: Thank you, your Honor.

MR. BOEDER: Happy Holidays.

MR. KOST: Thank you, sir.

THE COURT: Same to all of you, bye-bye.

THE COURT REPORTER: Thank you, your Honor.

(Whereupon the proceedings concluded at 1:58 p.m.)

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

CERTIFIED SHORTHAND REPORTER

CERTIFICATE

I, ROBIN M. CHIMNIAK, a Certified Shorthand Reporter of the State of Illinois, do hereby certify that I reported in shorthand the remotely held proceedings had at the hearing aforesaid and that the foregoing is a true, complete, and correct transcript of the proceedings of said hearing as appears from my stenographic notes so taken and transcribed by me.

IN WITNESS WHEREOF, I do hereunto set my hand at Chicago, Illinois, on this 10th day of January, 2025.

Robin M. Chimniak
Certified Shorthand Reporter
State of Illinois
CSR License No. 084-001999

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/23/2025 3:30 PM 2022L010905

A
a/k/a 1:6 3:8
above-entitled 1:14
abruptness 16:13 19:5
absolute 13:1
acceptable 16:1,2
Adams 2:17
add 16:4
addition 18:3
address 9:3 14:17
addressed 9:9
ADR 2:14 4:22 6:10 10:4 13:17,23
advance 21:5
adverse 15:2
aforesaid 24:7
afternoon 4:14,15,18 6:6 6:11,12,14,15 6:18,19 7:3
ago 18:17,21
agree 9:11 22:14
agreed 22:16
ahead 8:12 10:15,19 10:20 15:16 16:6,11 17:7 19:13
al 1:8
alleged 18:23
allow 9:6
allowed 20:3
Alphonse 3:13 4:20 6:13
America 2:14 10:4
ANTHONY 1:14
anticipate 14:6
anticipated 16:8
anybody 7:22
apologize 6:7,8 16:12,18
appeal 7:17 8:6 18:18
Appeared 2:4,9,14,20 3:6 3:13
appears 24:9
appreciate 20:24
appropriately 12:22
asked 11:5,15
asking 10:2,21
Association 1:7
attorney 13:18
Attorneys 1:7
authority 22:5
available 17:15
aware 7:9

B
back 7:16 15:18 18:23
barn 18:20
based 15:4
basically 9:24 10:8 13:6 17:23
basis 7:22 13:21 14:15
Baudin 1:6,6,6,6,6,7,7,8 1:8 3:7,8,8 4:16 6:21
began 5:19
beginning 18:24
behalf 2:14,20 3:7,13 4:12,16,19 6:16,20 15:15
believe 9:2
benefit 17:19
benefiting 17:13
benefits 17:12
best 13:2
BISGAARD 2:16
Bob 4:21
Boeder 3:3 4:15,16 5:14 6:19,20 8:16 22:22 23:10
breach 13:22
brief 5:15,18
briefing 22:15
bring 18:10
BRISBOIS 2:16
bunch 4:7 9:18
bye-bye 23:13

C
calendar 20:4,6 21:4,5,13 21:20
call 20:16 21:10 23:5
calls 20:16
camera 7:4
car 4:22
case 1:5 4:4,5 5:17 7:20 8:21,24 9:16 10:9 11:6 11:7,13,14 15:5 17:11,21 18:2,16,24
cause 1:14
central 17:11
certain 12:9 21:15
certainly 9:1
CERTIFICATE 24:2
Certified 24:1,3,18
certify 24:5
chance 16:22
Chapman 2:10,10 4:21 6:6 6:9 8:11,13 9:12 19:9,11 19:14 20:14 22:2,7,10,18 22:23
Chapman's 14:5
Chicago 2:12,18 3:4 24:13
Chimniak 1:23 24:3,17
chose 13:13
Christmas 21:18
CIRCUIT 1:1
clear 15:22
client 10:11 13:10 15:15
client's 16:15,20
clients 14:12,16
closed 18:20
come 22:17
comfortable 8:4
coming 20:1

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/23/2025 5:36 PM 2022L010905

commenced 4:2
commencing 1:17
comment 17:6
compel 11:6
complaint 13:22 18:4
complete 11:16 12:1 24:8
complex 9:18
concerned 12:23 13:5,14 14:1 18:22
concluded 23:17
conduct 13:16
conference 2:5
consider 17:10 19:22
continue 10:12,13 18:11
Continued 3:1
contract 11:8 13:22
contracts 11:11
contractual 11:14
control 20:5
conversations 11:17
COOK 1:1
coordinator 20:4,7 21:1 22:6
correct 24:8
counsel 17:12,14,20
count 20:8
COUNTY 1:1,1
couple 5:21 11:22 12:20 21:24
court 1:1,15 2:2 4:4,8 4:14,18,24 5:3 5:16,23 6:11 6:14,18 7:3,21 8:4 9:17 10:14 11:24 12:5 15:8 16:2,8,11 16:15,19 17:3 17:7 18:12 19:8,10,13,23 21:3 22:3,9,11 22:20,24 23:7 23:12,14
Craig 2:20
cruel 11:3
CSR 1:23,24 24:19

D

date 20:11,18,19 21:9 22:4
dates 9:10 20:9
David 2:20
day 24:13
days 19:19,19 21:15
December 1:16 18:5 21:22
decide 6:4 12:11 15:3
decided 18:17
deciding 18:15
defeat 13:2
defend 16:20
Defendant 10:4
defendants 1:9 3:7 4:5,13 4:17 5:18 6:17 6:21 7:11 8:8 8:18
Dempster 2:6
denied 14:3 15:21
deny 14:9,20
denying 15:12
DEPARTMENT 1:1
described 17:14 18:6
different 9:24 13:4
DILLON 3:9
direction 21:2
directly 17:13
dismiss 7:19 8:7
dismissed 7:16,18 8:6,19
dispute 14:21
disputes 14:12,14
DIVISION 1:1
DNA 16:24
docket 8:6 12:16 15:9 15:13
document 9:23
doing 7:9,12 8:9
door 18:20
Dulberg 1:2,3 2:2 4:5 5:7 5:17 6:24 7:2,2 7:24 8:2 9:21 9:22 10:12,15 10:19,21 12:3 12:14,20 15:21 15:23 18:4
Dulberg's 5:6 17:24

E

E 2:21
earlier 16:13
entire 11:3 17:21
ESQ 2:10,16 3:3,10
et 1:8
Eve 21:18,22
everybody 5:20 22:24 23:6
exaggerating 20:23
example 19:18
exception 9:12
Exhibit 11:10
exhibits 11:9,10
express 14:24
expressing 14:23
extent 14:4
extremely 10:7,7 11:2,2

F

fact 17:22
Fair 12:3
family 11:3 15:3
far 11:1 12:22 13:4 13:14,24 14:10 18:22
fast 11:21
fear 20:14
February 10:6,23
fee 19:19 20:19
fees 9:14 14:5
file 14:3,4 15:23 19:19
filed 7:17 10:5 15:21 18:1
files 11:7,7,13,14 14:10,16,21
filing 20:20
fine 20:20 22:10
first 5:19 6:5

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

five 18:1
folks 4:8,9 5:22 6:1 16:22
follow 11:13 21:2
following 4:1
foregoing 24:7
forgive 19:5
form 17:11
formally 7:19
forth 13:1
free 13:12 23:4
free-for-all 6:3
front 14:11 15:3,4
full 19:2 21:15,17
fundamental 17:20
further 9:3,5,9,10 14:2 19:4

G

game 19:3
generally 20:3
Geneva 3:11
getting 16:16
give 11:12 16:22 20:4,9
given 21:9 23:4
giving 20:10 22:4
go 5:10 8:12 10:15 10:19,19 11:17 11:21 12:9 15:16 16:6,11 16:16 17:7 19:13
goes 17:13
going 5:16 8:5,7 10:16 12:10,16 14:8 14:19 15:6,10 15:19,24 16:21 18:23 19:3,24 21:6,12
good 4:11,14,15,18 6:6,11,12,14 6:15,18,19 7:3 22:18 23:1
grant 8:5,7
grounds 13:22
group 3:8 11:9,10
guess 5:10 14:1,8 21:18 22:11

H

hand 24:13
handled 14:19
hanging 8:22
happens 17:9
Happy 23:10
Hayden 2:2
hear 7:5 10:10 19:6
hearing 1:13 24:7,9
heart 11:18 17:13
held 1:16 24:6
help 20:5,9
hereunto 24:12
higher 22:5
hold 12:5,12
holiday 20:1 23:2
Holidays 23:10
home 4:22
Honor 4:12,16 6:7,12 6:16,20 16:1 16:18 19:9,14 22:8,19 23:9 23:15
Honor's 9:4
HONORABLE 1:14
Hopefully 5:22
horse- 17:23
horses 12:12 18:19
hostile 10:7 11:2
hour 1:17 11:12
housekeeping 7:15
hustling 4:22

I

idea 22:19
identify 4:9 6:1 7:1
II 2:21 3:8
Illinois 1:1,24 2:3,7,12 2:18 3:4,11 24:4,13,18
imagine 8:21 13:20,21 21:8
impugning 16:14
incredibly 11:3
independently 13:13
indicating 15:20
informed 5:21
integrity 16:15,20
interest 13:2
interesting 21:17
interests 10:7 11:2 12:22 12:24 13:4,6 15:2 17:24
interrupt 16:21 19:12
intertwined 13:6
invited 9:5,13
issue 11:18 16:18
issues 18:8,9,14

J

J 3:10
January 21:7,23,24 22:1 24:14
Jeremy 3:3 4:16 6:20 9:11 16:4
Jnboeder@tri... 3:5
joined 6:1
joining 7:6
joins 5:7
jointly 13:9
Joseph 2:20
Judge 1:15 5:13 9:11 10:10 15:19 16:10 23:8
July 9:22 17:23

K

Kelly 1:6 3:7
Kelran 3:8
kind 15:17 16:13
know 7:6 8:2 9:3 13:19 14:11,17 16:4 18:13,14 19:16,24 20:15 20:16,17
KONICEK 3:9
Kost

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/23/2025 3:30 PM 2022L010905

2:6 6:22,22 8:10,12,14 17:2,5,5,8 19:7 23:11

L

L 1:6 4:6 5:17
language 15:24
LaSalle 2:11
late 5:2 6:7 19:3
Law 1:1,7,8 3:8
lawyer 13:10,11
lawyers 14:12 17:1
lead 8:14
let's 10:15 21:15
letting 19:2
LEWIS 2:16
License 1:24 24:19
line 13:14
list 11:22,23 12:15 15:8
litigation 14:14
LLC 2:15
LLC's 10:4
LLP 2:10,16
locked 18:20
long 3:10 4:19,19 5:1 5:13 6:12,13 9:11 10:10,14 10:18 12:2,5,5 12:17 15:10,14 15:17 16:3,10 16:12,24 18:20 23:8
look 21:13
looked 13:15,16
looking 7:19 16:9
looks 21:22

M

M 1:23 24:3,17
Madam 23:7
main 17:16
matter 9:6
McGOURTY 2:16 4:11,12 6:15,16 7:13 16:6 23:9
McHenry 2:3
mean 19:11
mentioned 13:19
merit 13:16
MEYER 3:2
microphone 7:1
mind 20:24
minutes 5:1,9
mode 7:5
months 18:1 20:23
morning 4:11
motion 7:9,14,15 8:5,7 8:19,23 9:4,13 10:2,5,22,23 11:5 12:14,23 13:2,4 16:7 19:16 20:17 21:5,9,10,20 22:6,13,15 23:5
motions 9:24 14:1 15:7 15:12,21
Mount 2:7
multiple 4:5 5:18 10:8

N

N 1:6 3:3,7
narrow 18:14
need 9:8 15:7 16:23 19:6
never 11:7 18:3,7
New 21:21
note 7:22
notes 24:10
notice 7:9,17 20:8
number 14:7 18:7 19:19

O

object 7:23 8:3,3
objection 7:21
obligations 11:14
obviously 9:12
odd 5:11
Offices 1:7,8
oh 20:1
okay 4:24 5:3,12,13 5:16 9:17 11:24 12:2,3,6 12:7 16:19 19:6 22:9
Olsen 2:20 4:12 6:16 7:10,14
once 20:12
open 9:1
opinion 13:3 14:23,24
opposing 17:12,13,19
order 7:19 9:4 12:18 13:19 15:11,20 16:7 19:15 22:16
orders 16:5
original 18:4
ORPETT 3:2

P

P.C 3:2
p.m 1:17 4:3 23:17
paraphrasing 13:20
part 16:24 18:17
participating 9:7
particular 20:15
parties 5:5
patience 18:10 23:1
Paul 1:2,2 2:2 6:24 7:2
paul_dulberg... 2:3
pause 5:15
pending 8:24 15:20
people 5:21 18:13 19:2
person 12:17
petition 13:15 14:5 19:19 20:19
petitioner 6:9 22:23
pick 5:11
place 17:6
Plaintiff's 10:3
Plaintiffs 1:4
pleading 9:5
pleadings 9:18 13:10,24 14:3 16:14

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/23/2025 5:30 PM 2022L010905

plenty 21:19
point 8:22 17:16,24
position 14:23
possibly 11:23
practice 19:2
prejudice 8:8
present 2:1 3:1 9:13 13:12 20:22
presumably 23:3
presumption 21:12
pretty 7:14
previously 5:24
pro 2:4
proceedings 1:13,15 4:2 23:16 24:6,9
produce 14:14
project 21:14
prosecution 7:18
Prospect 2:7
provide 11:6
public 17:15
punch 13:14
put 12:1 13:1 15:20

Q

quite 18:17,21

R

Randal 3:7
Raphael 2:21
rarely 18:12
rchapman@c... 2:13
reach 22:13
read 18:13
really 18:5
reason 8:24 9:9 19:23 20:2
reasonable 13:21
recall 5:17
received 11:7
recess 5:18
record 10:3,22 11:16 12:10 17:6
Referring 17:9
reflecting 15:11
reflects 12:17,18
regarding 11:14 14:20
regular 21:10
rehash 18:23
relative 9:4 15:23
relevant 10:1
relief 14:9
remained 8:24
REMOTE 1:12
remotely 24:6
reply 19:20
REPORT 1:12
reported 1:23 11:16 24:5
reporter 4:8 5:23 11:24 15:8 16:15 23:7,14 24:1,4 24:18
represent 11:1
representing 12:22
represents 4:22
request 14:2,9,15,20
requests 14:17,18 15:22
required 11:12
rescinded 20:12
respond 17:2,4
respondent 3:13 4:20 6:13
response 10:3,3,23,24 12:8 14:5 19:20
responsible 11:19 13:7,8,9 13:10
rest 21:12
resubmit 10:24
result 14:13
resulting 11:19
reviewing 14:15
REVOCABLE 1:3
right 6:24 11:18 13:1 14:3 15:16 17:7 21:13 22:20
RMR 1:23
road 19:21
Robert 2:10 6:9
Robin 1:23 24:3,17
room 21:20
Rule 10:5
ruled 8:20
ruling 14:24

S

sabotage 17:12,21 18:23
sabotaging 10:8
sake 4:10 6:2 15:8
sanction 13:17
sanctions 8:19,23 9:5,14 10:5 11:20 12:23 13:3,15 14:1
save 19:20
saw 19:15
saying 20:18 22:3
says 20:12
schedule 22:15
schedules 20:1
scheduling 20:9
scoop 21:4
se 2:4
season 23:2
secondly 14:8
see 4:7 5:9,12,19,20 7:5 13:5,18 17:20 21:15,19 23:2
seeking 9:14
send 15:11
sends 12:18
sense 19:17
series 16:14
set 4:16 6:21 9:10 24:12
seven 9:24

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/28/2025 5:30 PM 2022L010905

shorthand 24:1,4,5,18
shout 6:5
shows 21:4
side 22:14
sign 18:4
signed 18:3,7
silent 5:10 7:5
similar 20:13
simply 10:24 17:17
sir 17:2,8 18:11 19:7 23:11
slash 11:10
SMITH 2:16
soliloquy 16:17
Somebody 8:14
sorry 8:1,15 16:10
sort 8:22
sorts 14:11 18:18
sought 13:17
sounds 22:10,18
South 2:11
space 23:4
speak 8:16,20 9:7,20 10:12,13
spindle 9:13 19:16 20:16,18 21:9 22:6,13
SPINGOLA 2:10
spoke 4:21
spot 21:23
spots 21:24,24
St999@gmail.... 2:7
stake 12:24
state 1:24 3:10 17:22 24:4,18
statements 16:14
status 21:4
stenographic 24:10
STENOGRAP... 1:23
Stop 10:14,14
Street 2:6,11,17 3:3,10
strike 10:2,22
subject 20:11
submit 11:23 16:7 22:15
submitted 9:23
substance 18:16
suggest 19:24
suggested 19:16
suggesting 15:1
Suite 2:11,17 3:4
suppose 5:3
supposed 14:17,19
sure 7:11 9:19 20:5
SWANAGAN 1:15
Systems 2:14 6:10 10:4

T

take 21:13
taken 5:18 24:10
Talarico 3:14 4:20 6:13 10:6,24 11:6,8 11:11 12:21 14:10,21 15:1 16:17 17:10,18 17:18,19
Talarico's 10:3,22 15:23
talking 5:19
tax 18:10
telephone 11:16
tell 5:5 7:8,12 12:16 21:6
thank 5:14 7:6 17:8 19:7,8,14 22:2 22:7,10,19 23:6,9,11,14
thanks 5:13 22:24 23:6 23:8
thing 14:6 20:24 21:14 22:12
things 11:4,22 12:9,15 12:20 13:13 18:19 20:3
think 8:17,18 9:8,15 12:21 13:18 15:7 16:23 18:19 19:4,6 21:16
Thomas 2:6 3:10 4:19 6:13,22 17:5
thought 4:7 5:20 9:17 13:1
three 20:22
thumbs 5:8
Thursday 21:11,21
tie 6:8
time 5:11 12:13 18:22 19:21 23:1
tlong@konice... 3:12
today 7:9,10 8:9 9:10 22:21
today's 21:9
trading 17:24
transcribed 24:10
transcript 4:10 6:2 24:8
trial 20:12
TRIBLER 3:2
trick 18:6
true 21:21,21 24:8
trust 1:3 5:6
trustee 5:5
try 18:22
Tuesday 21:10,19
twiddle 5:8
two 9:24 20:19 21:7

U

uncontradicted 12:9
understand 12:7
undone 22:5
unredacted 11:15
use 15:24
usual 19:1
usually 5:6 20:8

V

versa 13:9
versus 4:5 5:17
vice 13:9
video

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 1/23/2025 5:30 PM 2022L010905

2:4 6:23
videoconfere...
1:12,16 2:9,14 2:20 3:6,13
videos
17:15 18:6
vs
1:5

W

W
3:10
wait
5:4
want
7:18,23 8:14 10:10 11:21 14:4 15:14 16:4,5 17:3 18:10 20:2,21
wanted
9:19 12:15
wants
6:4 7:8,12
Washington
3:3
wasn't
19:23
way
5:21 7:14 14:7 21:4
ways
10:8 14:16
we'll
5:12
we're
5:16 7:8,11,18 15:22 16:16 19:17
we've
5:18 19:24
website
17:15
week
21:7,8
weeks
20:19 21:7
went
18:18
weren't
19:12
West
2:17 3:3
WHEREOF
24:12
Willette
2:21 4:13 6:17 7:10
William
3:7
WITNESS
24:12
work
6:23 15:17
working
7:4 21:17
world
21:18
wrote
13:7,8
www.fraudont...
11:9

X

X
19:19

Y

Yalden
2:21 4:13 6:17 7:10
Year's
21:22

Z

Zach
4:12 6:16 16:3
ZACHARY
2:16
zachary.mcgo...
2:19

0

010905
1:6 4:6 5:17
084-001999
1:24 24:19

1

1:30
1:17 4:3,4
1:37
5:11
1:58
23:17
10th
24:13
11th
17:23
137
10:5 11:19
13th
21:7
15th
9:22
17
1:16
190
2:11

2

2022
1:6 4:5 17:23 18:5
2023
7:17 9:23
2024
1:16 10:6,23
2025
23:3 24:14
20th
21:8
21
3:10 19:19
22
5:17
225
3:3
24th
21:19
2550
3:4
26th
21:21
2nd
21:23

3

300
2:17
312.201.6411
3:5
312.463.3481
2:18
312.606.8752
2:12
31st
21:22
3850
2:11

4

423
2:6
46
11:10
4606
2:2

5

550
2:17

6

60051
2:3
60056
2:7
60134
3:11
60603
2:12
60606-3408
3:4
60661
2:18
630.262.9655
3:11

7

7th
21:24

8

847.553.4404
2:7
8th
10:6,23 18:5

9

9:45
21:11,20
900
17:14
9th
22:1

Exhibit BC
www.fraudonthecourt.net/exhibits/Group Exhibit 56_Complete legal argument between Talarico and ADR Systems/2024-12-17_Transcript_121724 Dulberg hearing.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Date : 10/28/2022 7:52:21 AM
From : "Robert Chapman"
To : "Paul Dulberg"
Cc : "Alphonse Talarico"
Subject : RE: 2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf
Attachment : 2022_10_25_10_34_55.pdf; image001.jpg;

Alphonse:

I've attached the agreement you requested.

Please let me know if you have any further questions.

Bob

Robert A. Chapman
Partner
190 South LaSalle Street, Suite 3850
Chicago, IL 60603
Phone | 312 606-8752
Mobile | 312 231-0766
Fax | 312 630-9233

chapman|spingola

Bio | vCard | Website | LinkedIn

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please resend this communication to the sender and delete the original message or any copy of it from your computer system. Thank you.

From: Paul Dulberg <Paul_Dulberg@comcast.net>
Sent: Wednesday, October 26, 2022 10:16 AM
To: Robert Chapman <rchapman@chapmanspingola.com>
Cc: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: 2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf

Dear Mr Chapman,

Please find the attached file named:
2022-10-26_Scan of Signed Authority to Release ADR System File #33391BMAG.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

If you run into any issues with the attached file please let me know so that I may correct the problem and resend.

Thank you in advance for your help with this matter.

Sincerely,
Paul

PAUL DULBERG
4606 Hayden Ct. McHenry, IL. 60051
847-497-4250
Paul_Dulberg@comcast.net

FILED DATE: 2/24/2025 7:50 PM 2022L010905

INFORMED CONSENT DOCUMENT

I am the Plaintiff in the case of Paul Dulberg vs The Law Offices of Thomas J. Popovich, PC and Hans Mast, Case Number 17LA377, in the Circuit Court of the Twenty-Second Judicial Circuit, McHenry County, Illinois.

1. I have engaged Alan Kravets as my Expert Witness.
2. I have arranged for the payment of his services to be made Richard Kost, Mount Prospect, Illinois.
3. I understand and agree that Mr. Kost cannot interfere with the professional judgment or with the client-lawyer, as an Expert Witness, relationship with Mr. Kravets.
4. I understand and agree that Mr. Kost has no right to receive any information whatsoever about this case from Mr. Kravets.
5. I understand that the $7,200 paid by Mr. Kost is a retainer to be used to fund the initial work of Mr. Kravets' services at $450 per hour. Any unused funds will be returned to me – not to Mr. Kost.
6. I understand and agree that Mr. Kravets can hold the funds in his business account that is not segregated or identified as my funds but will provide monthly statements showing the amounts billed and taken from the $7,200 initial balance as shown in the first invoice dated February 1, 2022.

Signing this document means I understand the above statements and that I voluntarily agree to the terms.

Option 1

Approved:

Paul Dulberg

Date signed: February 21, 2022

Option 2

I do NOT approve and request the return of the $7,200.

_____

Paul Dulberg

Date signed: February ____, 2022

Please select one option, sign and insert the date signed where indicated. Please also confirm by email and then mail the signed copy to Alan Kravets at the address below-

Alan Kravets, 1340 N Astor St , Suite 2803,Chicago, Illinois 60610

Alan@kravets.net

FILED DATE: 2/24/2025 7:50 PM 2022L010905

From: **Paul Dulberg** pdulberg@icloud.com
Subject: Fwd: REQUEST FOR TRANSCRIPT/REPORT OF PROCEEDING BK No.: 14-83578
Date: September 26, 2022 at 4:33 PM
To: Alphonse Talarico contact@lawofficeofalphonsetalarico.com
Bcc: Paul Dulberg pdulberg@icloud.com, Tom Kost tkost999@gmail.com

Dear Mr Talarico,

Lets talk after you digest what happened in this one.

And yes, I ordered a copy as well. It's cheap

Paul

Begin forwarded message:

From: New computer <dandereporting@gmail.com>
Subject: **RE: REQUEST FOR TRANSCRIPT/REPORT OF PROCEEDING BK No.: 14-83578**
Date: September 26, 2022 at 4:21:29 PM CDT
To: Paul Dulberg <pdulberg@icloud.com>

Paul,

I've attached both the invoice and transcript you requested.

Please click on the link at the bottom of the invoice to **remit credit card payment only.**

Lisa Bresnahan
Office Manager

Sent from Mail for Windows

From: Paul Dulberg
Sent: Friday, September 23, 2022 2:10 PM
To: Amy Doolin - Jerri Estelle
Subject: Re: REQUEST FOR TRANSCRIPT/REPORT OF PROCEEDING BK No.: 14-83578

Lisa,

I understand.

I am still willing to pay the expedited fee to get it as soon as I can after the audio has been acquired.

Please keep me informed.

Thank you,
Paul

On Sep 23, 2022, at 1:05 PM, Amy Doolin - Jerri Estelle <D.and.E.Reporting@gmail.com> wrote:

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Paul,

We have to order the audio from Judge Lynch's Clerk and then see how long it is first. I cannot promise we can get this to you in seven business days.

Lisa Bresnahan
Office Manager.
630.917.2668 direct line

On Fri, Sep 23, 2022 at 11:06 AM Paul Dulberg <pdulberg@icloud.com> wrote:

> DEAR D&E REPORTING,
>
> I am requesting and would like to purchase a PDF of a Expedited Certified Transcript/Report of Proceeding (7 day) for the case number and date listed below:
>
> Case: BK No.: 14-83578
>
> Date: October 31, 2016
>
> I will be paying by either credit card or debit card.
>
> Please provide an estimate of the cost and a link for prepayment.
>
> Thank you in advance for your help with this matter.
>
> Sincerely,
> Paul
>
> Paul Dulberg
> pdulberg@icloud.com
> 847-497-4250
> 4606 Hayden Ct.
> McHenry, IL. 60051

DULBERG
10-31-16.pdf
139 KB

D&E Reporting, Inc.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

U.S. Courthouse
219 South Dearborn Street
Room 661
Chicago, Illinois 60604
(312) 986-1920

INVOICE

FILED DATE: 2/24/2025 7:50 PM 2022L010905

D&E Reporting, Inc.
U.S. Courthouse
219 South Dearborn Street
Room 661
Chicago, Illinois 60604
(312) 986-1920

INVOICE

Date	Invoice #
9/26/2022	1793

Bill To

Paul Dulberg

Terms
Due on receipt

Description	Amount
In re: Paul Dulberg, 14-83578	
Transcript of Proceedings on 10/31/22 before Judge Lynch	7.00

PAY ONLINE
HTTPS://dandereporting.com

EIN # 81-5396423

Total $7.00

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

PAUL R. DULBERG,	)	No. 14 B 83578
	)	Rockford, Illinois
	)	9:30 a.m.
Debtor.)		October 31, 2016

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE THOMAS M. LYNCH

APPEARANCES:

U.S. Trustee: Mr. Joesph D. Olsen.

Exhibit BF
www.fraudonthecourt.net/exhibits/Group Exhibit 54_Timeline of writing Baudin Olsen complaint/2022-09-26_Fwd REQUEST FOR TRANSCRIPTREPORT OF PROCEEDING BK No 1483578.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

THE CLERK: Paul Dulberg, 14 83578.

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

Exhibit BF
www.fraudonthecourt.net/exhibits/Group Exhibit 54_Timeline of writing Baudin Olsen complaint/2022-09-26_Fwd REQUEST FOR TRANSCRIPTREPORT OF PROCEEDING BK No 1483578.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

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

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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

Exhibit BF
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FILED DATE: 2/24/2025 7:50 PM 2022L010905

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.

(End of audio to be transcribed.)

FILED DATE: 2/24/2025 7:50 PM 2022L010905

CERTIFICATE

I, JERRI ESTELLE, CSR, do hereby certify that the foregoing is a true and accurate transcription of proceedings electronically recorded in the matter of PAUL R. DULBERG, 14 B 83578 on October 31, 2016, which was submitted to D&E Reporting for transcription; it contains all the content in said recording; and it has been transcribed to the best of my ability.

Jerri Estelle, CSR /S/
License Number: 084-003284

Exhibit BF
www.fraudonthecourt.net/exhibits/Group Exhibit 54_Timeline of writing Baudin Olsen complaint/2022-09-26_Fwd REQUEST FOR TRANSCRIPTREPORT OF PROCEEDING BK No 1483578.pdf

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

FILED DATE: 2/24/2025 7:50 PM 2022L010905

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

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.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

Exhibit BG
www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-31_38-0_Order to allow entry into binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless eny of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT "A"

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Pre-Hearing Submission

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. Evidentiary Rules

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: Thursday, December 8, 2016

Exhibit BH
http://www.fraudonthecourt.net/exhibits/Group Exhibit 37-bankruptcy_docket_Petition %23 14-83578/2016-10-04_34-2_ADR Systems binding mediation agreement_OCR.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN TH. .RCUIT COURT OF THE 22ND JU .IAL CIRCUIT
McHENRY COUNTY, ILLINOIS

or rea / 2

IRMO Popovich) Case No. 11 DV 324

FILED
McHenry County, Illinois
JUL 22 2011
KATHERINE M. KEEFE
Clerk of the Circuit Court

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): acquaintance with parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 7-18-11

Michael J. Clement
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the Family Division, Courtroom 301

(Judge Lopp currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: July 22, 2011

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Irma Popovich) Case No. 11 DV 324

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
JUL 22 2011
KATHERINE M. KELLY
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Acquaintance with party litigant

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 7-18-11

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 350

(Judge COWLIN currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: July 22, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE RCUIT COURT OF THE 22ND JU CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
JUL 27 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Represented parties when 2 was in practice.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

James S Cowlin
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the JUVENILE Division, Courtroom 202
(Judge MCINTYRE currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: JULY 27, 2011

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE RCUIT COURT OF THE 22ND JU CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
JUL 27 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: July 27, 2011

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 201

(Judge MEYER currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: JULY 27, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE RCUIT COURT OF THE 22ND JI CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
JUL 28 2011
KATHERINE M. KEEFE
CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Friends with both Parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 204

(Judge CALDWELL currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: JULY 29, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE RCUIT COURT OF THE 22ND JU CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich) Case No. 11DV324

FILED
JUL 28 2011
KATHERINE M. KELLY
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: July 28, 2011

Michael J. Sullivan
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable JUDGE MICHAEL FEETTERER

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: JULY 28, 2011

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE 'RCUIT COURT OF THE 22ND JU 'CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
JUL 28 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Friends & Partners.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 7/28/11

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for Status on August 11, 2011 at 9:30 a.m.

☒ Assigned to the Civil Division, Courtroom 350

(Judge Mangiamele currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: July 28, 2011

Michael J. Sullivan, Chief Judge

SCOTT HIERA
3421 W ELM ST
MCHENRY IL 60050

THOMAS POPOVICH
3416 W ELM ST
MCHENRY IL 60050

RICHARD FLOOD
50 VIRGINIA ST
CRYSTAL LAKE IL 60014

PROOF OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause by depositing a copy thereof in the U.S. Mail, postage prepaid, in envelopes addressed to each of the attorneys of record herein at their respective addresses disclosed on the pleadings, on JULY 28 2011

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

UNDKT

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Kerri Popovich
V.
Thomas Popovich

Case No. 11DV324

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

FILED
AUG 12 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

☒ Motion for Substitution of Judge: ☒ by Right ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): _____

☐ Contested Mortgage Foreclosure Case (Administrative Order 2008-06)

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 8/11/11

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 357

(Judge Bolger currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: August 12, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-11-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ORDRE4

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
AUG 12 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): friend of Respondent

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Judge Gordon Graham, CL303

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: August 12, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ORDREA

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
AUG 16 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Known Parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Judge Charles P. Weech, CR301

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: August 15, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

Exhibit BI-1

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

ORDREA

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
AUG 17 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: August 16, 2011

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Judge Beaderstadt

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: August 17, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

FILED DATE: 2/24/2025 7:50 PM 2022L010905

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ORDREN

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
AUG 18 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 08/17/2011

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for Status August 29, 2011 at 1:30 pm

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Judge Wilbrandt, CR102

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: August 18, 2011

Michael J. Sullivan, Chief Judge

PROOF OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause by depositing a copy thereof in the U.S. Mail, postage prepaid, in envelopes addressed to each of the attorneys of record herein at their respective addresses disclosed on the pleadings, on August 23, 2011

RICHARD FLOOD
50 VIRGINIA ST
CRYSTAL LAKE IL 60014

BENEDICT SCHWARZ
303 W MAIN ST
WEST DUNDEE IL 60118

THOMAS POPOVICH
3416 W ELM ST
MCHENRY IL 60050

SCOTT HIERA
3421 W ELM ST
MCHENRY IL 60050

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT ORDREA
McHENRY COUNTY, ILLINOIS

IN RE MARRIAGE OF
KIM POPOVICH
AND
THOMAS J. POPOVICH
THOMAS J. POPOVICH, PC

Case No. 11DV-324

FILED
OCT - 9 2012
KATHERINE
McHENRY CT

~~ORDER FOR RECUSAL OR~~ ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☒ Motion for Substitution of Judge: ☒ by Right ☐ for Cause (BY CORPORATION, THOMAS J. POPOVICH, PC)

☐ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 10/4/2012

Robert A. Wilbrandt
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on October 17, 2012 at 9:00 a.m.

☑ Assigned to the _____ Division, Courtroom 359

(Judge _____ currently assigned to that division/courtroom)

☑ Assigned to the Honorable Mark R. Gerhardt

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10/9/12

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

See attached.

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10/9/12
Marisela Dotz

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IRMO POPOVICH
CASE NUMBER 11DV324

SERVICE LIST

Jennifer J. Gibson
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, IL 60014

Benedict Schwarz
Julia Pucci
Schwarz & Pucci, LLC
303 W. Main Street
West Dundee, IL 60118

Thomas Popovich
The Law Office of Thomas J. Popovich P.C.
3416 W. Elm Street
McHenry, IL 60050

Bryan D. Sullivan
3421 W. Elm Street
McHenry, IL 60050

Michael C. Poper P.C.
130 Cass Street
Woodstock, IL 60098

Mary H. Nader
Attorney at Law
5116 W. Elm Street
McHenry, IL 60050

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Kim Popovich
v.
Thomas Popovich

Case No. 11 DV 324

FILED
NOV 10 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Was GAL in Case

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: 11-10-15

Mary K. Nader
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Presiding Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Presiding Judge this cause is reassigned for

Status, December 2, 2015 at 9:00AM

☒ Assigned to the Family Division, Courtroom 360
(Judge Christopher M. Harmon currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 11-10-15

Michael Sullivan
Presiding Judge

– PLEASE SEE ATTACHED –

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 11-8-15
Brianna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

DISTRIBUTION LIST

1.) MARK VOGG
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

2.) BENEDICT SCHWARZ
303 WEST MAIN STREET
WEST DUNDEE, ILLINOIS 60118

3.) THOMAS POPOVICH
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

4.) RANDY K. JOHNSON
LAW OFFICE OF RANDY JOHNSON
303 WEST MAIN STREET
WEST DUNDEE, ILLINOIS 60118

5.) MICHAEL C. POPER
ATTORNEY AT LAW
103 CASS STREET
WOODSTOCK, ILLINOIS 60098

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
DEC 07 2016
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Kim Popovich
v
Thomas Popovich

Case No. 11 DV 334

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): prior business relationship with parties' lawfirm

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: 12/7/16

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Presiding Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Presiding Judge this cause is reassigned for

Status on the petition for Rule to Show Cause on December 12, 2016 at 1:30PM

☒ Assigned to the Family Division, Courtroom 101

(Judge Christopher M. Harmon currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 12-7-2016

Michael J. Sullivan, Chief Judge

– please see attached

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 12-8-16
Bryanna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

DISTRIBUTION LIST

DENIS GRAVEL
DENIS M. GRAVEL AND ASSOC., P.C.
1790 NATIONS DRIVE
SUITE 121
GURNEE, ILLINOIS 60031

THOMAS J. POPOVICH
LAW OFFICES OF THOMAS J. POPOVICH
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

MARK VOGG
LAW OFFICES OF THOMAS J. POPOVICH
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

RANDY K. JOHNSON
LAW OFFICES OF RANDY K. JOHNSON
303 WEST MAIN STREET
WEST DUNDEE, ILLINOIS 60118

MICHAEL POPER
LAW OFFICES OF MICHAEL POPER
663 EAST CALHOUN STREET
WOODSTOCK, ILLINOIS 60098

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED
McHenry County, Illinois
DEC 13 2016
KATHERINE M. KEEFE
Clerk of the Circuit Court

CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

KIM POPOVICH	)	
Plaintiff	)	
vs.	)	**Case No. 11DV000324**
THOMAS POPOVICH	)	
Defendant	)	

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

IT IS HEREBY ORDERED that pursuant to assignment by the office of the Chief Judge this cause is reassigned for:

☐ Assigned to the _____ Division, Courtroom _____
(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the **Honorable Christopher M. Harmon.**

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Date: December 13, 2016

Michael J. Sullivan, Chief Judge

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

1 RMO

KIM POPOVICH
vs
THOMAS POPOVICH

Case No. 11DV324

FILED
JUL 17 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☑ Motion for Substitution of Judge: ☑ by Right ☐ for Cause

☐ ~~Recusal/Judicial Conflict~~ (Reason): Motion for Substitution as a matter of right filed by Petitioner.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: July 17, 2017

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for status, August 3, 2017 at 9:00AM

☒ Assigned to the Family Division, Courtroom 361

(Judge Kevin G. Costello currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 7.17.17

Michael J. Sullivan, Chief Judge

– See attached distribution listing

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:
Brianna Blackford

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

DISTRIBUTION LIST

1.) DENIS M. GRAVEL
DENIS M. GRAVEL AND ASSOC PC
1790 NATIONS DRIVE
SUITE#: 121
GURNEE, ILLINOIS 60031

2.) MARK VOGG
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

3.) THOMAS J. POPOVICH
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

4.) SCOTT A. HIERA
3421 WEST ELM STREET
MCHENRY, ILLINOIS 60050

5.) RANDY K. JOHNSON
LAW OFFICE OF RANDY K. JOHNSON
303 WEST MAIN STREET
WEST DUNDEE, ILLINOIS 60118

6.) MICHAEL C. POPER
663 EAST CALHOUN STREET
WOODSTOCK, ILLINOIS 60098

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
AUG - 3 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Kim Popovich
v.
Thomas Popovich

Case No. 11DV-324

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Judge's conflict

☐ Contested Mortgage Foreclosure Case (Administrative Order 2008-06)

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 8/3/17

Kim M. Creelman
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for Status, August 21, 2017 at 9:00 a.m.

☒ Assigned to the Family Division, Courtroom 365
(Judge Mark R. Fabchini currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 8/3/17

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

- Please see the attached distribution listing

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 8-3-17
Bryanna Blackford

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_11DV000324_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

DISTIBUTION LISTING
POPOVICH VS POPOVICH (CASE NO. 11 DV 324)

THOMAS POPOVICH
THE LAW OFFICE OF THOMAS J. POPOVICH, P.C.
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

MICHAEL C. POPER
663 EAST CALHOUN STREET
WOODSTOCK, ILLINOIS 60098

MARK VOGG
3416 WEST ELM STREET
MCHENRY, ILLINOIS 60050

DENIS M. GRAVEL
DENIS M. GRAVEL AND ASSOCIATES PC
1790 NATIONS DRIVE
SUITE#: 121
GURNEE, ILLINOIS 60031

RANDY K. JOHNSON
LAW OFFICE OF RANDY K. JOHNSON
303 WEST MAIN STREET
WEST DUNDEE, ILLINOIS 60118

SCOTT A. HIERA
3421 WEST ELM STREET
MCHENRY, ILLINOIS 60050

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

In re for marriage of Popovich.

vs.

Case No. 2011DV324

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
McHenry County, Illinois
NOV – 7 2023
KATHERINE M. KEEFE
Clerk of the Circuit Court

Reason of Reassignment

☒ Motion for Substitution of Judge: ☒ by Right ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 11/3/23

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for Status, November 7, 2023 @ 9Am.

☒ Assigned to the Family Division, Courtroom 359

(Judge Hansen, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 11.3.2023

MICHAEL J. CHMIEL, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, email, fax or hand delivery on: 11-3-23
Jeanie Arndt

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_HDV000524_KIM POPOVICH vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Mark McDonald, etc., et al)
)
v) Case No. 12LA326
)
Law Offices of Thomas J. Popovich, et al.)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

____Motion for Substitution of Judge: ___ by Right ___ for Cause

_X_ Recusal/Judicial Conflict (Reason) ____ *Defendant Popovich is a personal friend*____

____Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: _____Oct. 17, 2012_____ _____
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

IT IS HEREBY ORDERED that, pursuant to assignment by the office of the Chief Judge, this cause is reassigned for _____

_____

X Assigned to the Civil Division, Courtroom 201 (Judge Thomas H. Meyer currently assigned to that division/courtroom).

____Assigned to the Honorable_____.

____Case transferred to the Chief Judge for reassignment to a judge outside of McHenry County.

Dated: 10-19-12 _____
Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on _____ 20____

_____ _____

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

McDonald
v.
Popovich

Case No. 12CA326

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): friends with Defendant

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on November 7, 2012 at 9:15am

☒ Assigned to the Civil Division, Courtroom 202

(Judge Michael J. Chmiel currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10-19-12

Michael J. Sullivan, Chief Judge

Michael Holden
33 N. LaSalle St. Ste 2000
Chicago, IL 60602

Daniel Konicek
21 W. State St
Geneva, IL 60134

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10-19-2012

Exhibit B1-2

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_12LA000326_MCDONALD vs POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
McHenry County Illinois
FEB 22 2017
KATHERINE M. KEEFE
Clerk of the Circuit Court

STATE OF ILLINOIS)
v.) Case No. 16CV265
THOMAS POPOVICH)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
FEB 24 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☒ Motion for Substitution of Judge: ☒ by Right BY DEFENDANT ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 2/22/17 _____ JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for status, March 15, 2017 at 9:00AM

☒ Assigned to the Criminal Division, Courtroom 301

(Judge James S. Coulin currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 2.22.17 _____
Michael J. Sullivan, Chief Judge

McHenry County
States Attorney

Thomas Popovich
3416 W. Elm Street
McHenry, IL 60050

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 2-24-17
Brynna Blickard

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

People
Thomas Popovich

Case No. 16 CV 265

FILED
McHenry County, Illinois
MAR 10 2017
KATHERINE M. KEEFE
Clerk of the Circuit Court

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): - Race Popovich

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for status, March 29, 2017 at 9:00AM

☒ Assigned to the Criminal Division, Courtroom 303

(Judge Robert A. Wilbrandt currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 3-10-17

Michael J. Sullivan, Chief Judge

McHenry County
States Attorney

Thomas Popovich
3416 W. Elm Street
McHenry, IL 60050

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 3-10-17
Bryanna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_1SCV000265_STATE OF ILLINOIS vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

State
vs
Popovich

Case No. 16CV265

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
MAR 28 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 3/28/17

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the Criminal Division, Courtroom 357

(Judge Joel D. Berg, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 3/28/2017

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_15CV000265_STATE OF ILLINOIS vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

STATE

vs

POPOVICH

Case No. 16CV265

FILED
MAR 28 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 3-28-17

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the Criminal Division, Courtroom 302

(Judge Michael W Feetterer, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 3-28-2017

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related case[illegible]_STATE OF ILLINOIS vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
MAR 28 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

STATE
V.
POPOVITCH

Case No. 16CV 265

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Held Litigant in Contempt Previously in Divorce Case

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: 3/28/17

RITA Wilbrandt
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Presiding Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Presiding Judge this cause is reassigned for

☒ Assigned to the Criminal Division, Courtroom 304
(Judge Sharon R. Prather currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 3/28/17

Michael P. Sullivan
Presiding Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: _____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15CV000265_STATE OF ILLINOIS vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

People
vs
Popovich

Case No. 16 CV 265

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
APR 4 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 4/3/2017

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status, April 18, 2017 at 9:00a.m.

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Thomas A. Meyer, Courtroom 201

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 4/4/17

Michael J. Sullivan

Michael J. Sullivan, Chief Judge

McHenry County
State's Attorney's Office

Thomas J. Popovich
3416 W. Elm Street
McHenry, IL 60050

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 4/5/17

Marisela Foley

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_1SCV000265_STATE OF ILLINOIS vs THOMAS POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Kimberly Popovich
v
Zukowski Rogers Flood & McArdle

Case No. 15LA178

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

FILED
JUL - 2 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

☒ Motion for Substitution of Judge: ☒ by Right ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): by Defendant Attorneys

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on July 20, 2015 at 9am

☒ Assigned to the Civil Division, Courtroom 204

(Judge Michael T Caldwell currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 7/2/15

Michael J. Sullivan, Chief Judge

See Attached
Service List

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 7/2/15
Agnes Pena

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Service List

Matthew R Henderson
Hinshaw & Culbertson LLC
222 N. LaSalle St
Chicago, IL 60601

John Duffy & Zach T. Bowles
Donohue Brown Mathewson & Smyth LLC
140 S Dearborn St Suite 800
Chicago, IL 60603

William B Oberts
Tribler Orpett & Meyer P.C.
225 W Washington Suite 1300
Chicago, IL 60606

Elizabeth Wakeman
Botto Gehris & Lancaster
970 McHenry Ave
Crystal Lake, IL 60014

Daniel F Konicek
Konicek & Dillon
21 W State St
Geneva, IL 60134

Kimberly A. Popovich
PO Box 1264
McHenry, IL 60051

FILED DATE: 2/24/2025 7:50 PM 2022L010905

ORDER

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOI

Kimberly Popovich)
)
v) **Case No. 15LA78**
)
Zukowski, etc., et al.)

FILED
JUL 9 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

____Motion for Substitution of Judge: ____ by Right ____ for Cause

_X__Recusal/Judicial Conflict (Reason) *Personal friends with plaintiff and defendant Clifton.*

____Other: _____

IT IS ORDERED: that the above entitled case is referred to the Chief Judge for reassignment.

Dated: July 9, 2010 Michael A. Chmiel
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

IT IS HEREBY ORDERED that, pursuant to assignment by the Chief Judge, this cause is reassigned for _____

Status on July 27, 2015 at 9:15am

X Assigned to the Civil Division, Courtroom 202 (Judge Michael A Chmiel currently assigned to that division/courtroom).

____Assigned to the Honorable_____.

____Case transferred to the Chief Judge for reassignment to a judge outside of McHenry County.

Dated: 7/9/15 Michael J. Sullivan
Chief Judge

See Attached Service List

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 7/9 20 15
Agnes Kus

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Service List

Matthew R Henderson
Hinshaw & Culbertson LLC
222 N. LaSalle St
Chicago, IL 60601

John Duffy & Zach T. Bowles
Donohue Brown Mathewson & Smyth LLC
140 S Dearborn St Suite 800
Chicago, IL 60603

William B Oberts
Tribler Orpett & Meyer P.C.
225 W Washington Suite 1300
Chicago, IL 60606

Elizabeth Wakeman
Botto Gehris & Lancaster
970 McHenry Ave
Crystal Lake, IL 60014

Daniel F Konicek
Konicek & Dillon
21 W State St
Geneva, IL 60134

Kimberly A. Popovich
PO Box 1264
McHenry, IL 60051

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_ISLA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Popovich
v.
Zukowski, Rogers, Flood + McAndrew, et Al

) Case No. 15 LA 78

ORDER OF RECUSAL ~~OR ORDER FOR SUBSTITUTION OF JUDGE~~

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): acquaintance with parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9-15-15

Michael J. Sullivan
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the Civil Division, Courtroom 358

(Judge Suzanne C. Mangiamele currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Acquaintance with parties.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/15/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable James D. Cowlin

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Acquaintance with parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

James S Cox
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Robert A. Wilbrandt, Jr.

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

Robert A Wilbrandt
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Sharon L. Prather

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD	)	
and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9-15-15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Michael W. Feetterer

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Acquaintance with the parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/15/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable John C. Bolger

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Charles P. Weisz

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Acquaintance of the parties.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/15/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Christopher M. Wilson

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on.

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☑ Recusal/Judicial Conflict (Reason): Granted w/o a purfiew.

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☑ Assigned to the Honorable Kevin T. Costello

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 16 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Judge's former firm is a party

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/16/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Joel D. Berg

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/16/15

Michael J. Sullivan, Chief Judge

Proof of Service
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www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/15/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Mary A. Naden

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

Mary A. Kane
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Maureen P. McIntyre

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH	)	
vs	)	Case No. 15LA78
ZUKOWSKI, ROGERS, FLOOD	)	
and McARDLE, ET AL	)	

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: Sept 15, 2015

Maureen Ann Tully
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Mark R. Gerhardt

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 16 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): RESPONSIVE PRACTICES REGULARLY BEFORE JUDGES

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/16/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☑ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/16/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 17 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: September 17, 2015

Michael J. Sullivan
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☒ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: September 17, 2015

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service:
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED
SEP 28 2015
KATHERINE M. KEEFE
MCHENRY CTY. CIR. CLK.

M.R. 898

IN THE
SUPREME COURT OF ILLINOIS

Assignment of Out-of-Circuit Judge

On the request of Honorable Michael J. Sullivan, Chief Judge of the Twenty-Second Judicial Circuit, that a judge of another judicial circuit be assigned to hear McHenry County case *In the matter of Kimberly Popovich, vs. Zukowski, Rogers, Flood & McArdle, et al., Defendant,* Case No. 15-LA-78 and the Supreme Court having determined that the public necessity so requires:

IT IS ORDERED that the Chief Judge of the Twenty-Third Judicial Circuit shall assign a judge of the Twenty-Third Judicial Circuit to preside over this request; and, further, the Chief Judge of the Twenty-Third Judicial Circuit shall have administrative authority over all matters associated with the request to the same extent as a case of the Twenty-Third Judicial Circuit.

Dated this 28th day of September, 2015

Rita B. Garman
Chief Justice, Supreme Court of Illinois

I, Carolyn Taft Grosboll, Clerk of the Supreme Court of the State of Illinois, and keeper of the records, files and Seal thereof, do hereby certify the foregoing to be a true copy of an Assignment Order filed in this office on the 28th day of September, 2015.

Carolyn Taft Grosboll

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said Court this 28th day of September, 2015.

[SEAL] Supreme Court of Illinois

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_15LA000078_KIM POPOVICH vs THOMAS POPOVICH-et al_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
AUG 31 2016
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Thomas Popovich
Kimberly Popovich

Case No. 16MR400

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): parties are personal friends

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: Aug. 31 2016

Michael A. Caldwell
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; IT IS HEREBY ORDERED that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status, September 16, 2016 at 9:00AM

☒ Assigned to the Civil Division, Courtroom 201
(Judge Thomas A. Meyer currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 8.31.2016

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Thomas J. Popovich
3416 W. Elm street
McHenry, IL 60050

Kimberly Popovich
4702 N. Waltshire
Johnsburg, IL 60051

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 8.31.16
Bryanna Blackard

FILED DATE: 2/24/2025 7:50 PM 2022L010905

16MR400

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Popovich

) Case No. 16MR400
)
)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): knows both parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____ _____
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for status, November 9, 2016 at 9:00AM

☒ Assigned to the Civil Division, Courtroom 202
(Judge Michael J. Chmiel currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10.21.16 _____
Michael J. Sullivan, Chief Judge

Thomas J. Popovich
3416 W. Elm street
McHenry, IL 60050

Kimberly Popovich
4702 N. Waltshire
Johnsburg, IL 60051

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10.21.16
Brynna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_16MR400_THOMAS POPOVICH VS KIMBERLY POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Thomas J. Popovich
vs.
Kimberly Popovich

Case No. 16 MR 400

~~ORDER OF RECUSAL OR~~ ORDER FOR SUBSTITUTION OF JUDGE

FILED
NOV 16 2016
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☒ Motion for Substitution of Judge: ☒ by Right by KP ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 11-16-16

Michael J. Chmiel
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; IT IS HEREBY ORDERED that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

status, December 7, 2016 at 9:00AM

☒ Assigned to the Civil Division, Courtroom: _____

(Judge John D. Bolger currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 11-16-16

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Thomas Popovich
3416 W. Elm Street
McHenry, IL 60050

Kimberly Popovich
4702 N. Waitshire
Johnsburg, IL 60051

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 11-16-16
Bryanna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_16MR400_THOMAS POPOVICH VS KIMBERLY POPOVICH_ORDERS OF RECUSAL.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE RCUIT COURT OF THE 22ND JU CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich) Case No. 11DV324

FILED
JUL 27 2011
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: July 27, 2011

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 201

(Judge MEYER currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: JULY 27, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE 'RCUIT COURT OF THE 22ND JU 'CIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

IRMO Popovich

Case No. 11DV324

FILED
JUL 28 2011
KATHERINE M. KEEFE
CTY. CIR. CLK.

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Friends with both Parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the CIVIL Division, Courtroom 204

(Judge CALDWELL currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: July 28, 2011

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Mark McDonald, etc., et al)
)
v) Case No. 12LA326
)
Law Offices of Thomas J. Popovich, et al.)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

_____Motion for Substitution of Judge: ____ by Right ____ for Cause

_X_ Recusal/Judicial Conflict (Reason) _____ *Defendant Popovich is a personal friend*_____

_____Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: _____Oct. 17, 2012_____ _____
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

IT IS HEREBY ORDERED that, pursuant to assignment by the office of the Chief Judge, this cause is reassigned for _____

_____

_X_ Assigned to the Civil Division, Courtroom 201 (Judge Thomas H. Meyer currently assigned to that division/courtroom).

_____Assigned to the Honorable _____.

_____Case transferred to the Chief Judge for reassignment to a judge outside of McHenry County.

Dated: 10-19-12 _____
Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: _____ _____20____

_____ _____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

McDonald
v.
Pobuick

Case No. 12CA326

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): friends with Defendant

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on November 7, 2012 at 9:15am

☒ Assigned to the Civil Division, Courtroom 202

(Judge Michael J. Chmiel currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10-19-12

Michael J. Sullivan, Chief Judge

Michael Holden
33 N. LaSalle St. Ste 2000
Chicago, IL 60602

Daniel Konicek
21 W. State St
Geneva, IL 60134

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10-19-2012

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_METER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): Judge's former firm is a party

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/16/15

Kim M. Costello
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____ currently assigned to that division/courtroom)

☒ Assigned to the Honorable Joel D. Berg

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/16/15

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 15 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH)
vs)
ZUKOWSKI, ROGERS, FLOOD)
and McARDLE, ET AL)

Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/15/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Mary D. Kasper

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/15/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Kimberly Popovich
v
Zukowski Rogers Flood & McArdle

Case No. 15L178

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

FILED
JUL - 2 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

☒ Motion for Substitution of Judge: ☒ by Right ☐ for Cause

☐ Recusal/Judicial Conflict (Reason): by Defendants Attorneys

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on July 20, 2015 at 9am

☒ Assigned to the Civil Division, Courtroom 204

(Judge Michael T Caldwell currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 7/2/15

Michael J. Sullivan, Chief Judge

See Attached
Service List

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 7/2/15
Agnes Pena

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Service List

Matthew R Henderson
Hinshaw & Culbertson LLC
222 N. LaSalle St
Chicago, IL 60601

John Duffy & Zach T. Bowles
Donohue Brown Mathewson & Smyth LLC
140 S Dearborn St Suite 800
Chicago, IL 60603

William B Oberts
Tribler Orpett & Meyer P.C.
225 W Washington Suite 1300
Chicago, IL 60606

Elizabeth Wakeman
Botto Gehris & Lancaster
970 McHenry Ave
Crystal Lake, IL 60014

Daniel F Konicek
Konicek & Dillon
21 W State St
Geneva, IL 60134

Kimberly A. Popovich
PO Box 1264
McHenry, IL 60051

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 16 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☑ Recusal/Judicial Conflict (Reason): ASSHOLISH PRACTICES REGULARLY BEFORE JUDGE

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 9/16/15

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☑ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 9/16/15

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
SEP 17 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

KIMBERLY POPOVICH vs ZUKOWSKI, ROGERS, FLOOD and McARDLE, ET AL	))))	Case No. 15LA78

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: September 17, 2015

Michael J. Sullivan
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

_____

☐ Assigned to the _____ Division, Courtroom _____

(Judge _____, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☒ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: September 17, 2015

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Proof of Service:
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2025-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED
SEP 28 2015
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

M.R. 898

IN THE SUPREME COURT OF ILLINOIS

Assignment of Out-of-Circuit Judge

On the request of Honorable Michael J. Sullivan, Chief Judge of the Twenty-Second Judicial Circuit, that a judge of another judicial circuit be assigned to hear McHenry County case *In the matter of Kimberly Popovich, vs. Zukowski, Rogers, Flood & McArdle, et al., Defendant,* Case No. 15-LA-78 and the Supreme Court having determined that the public necessity so requires:

IT IS ORDERED that the Chief Judge of the Twenty-Third Judicial Circuit shall assign a judge of the Twenty-Third Judicial Circuit to preside over this request; and, further, the Chief Judge of the Twenty-Third Judicial Circuit shall have administrative authority over all matters associated with the request to the same extent as a case of the Twenty-Third Judicial Circuit.

Dated this 28th day of September, 2015

Rita B. Garman
Chief Justice, Supreme Court of Illinois

I, Carolyn Taft Grosboll, Clerk of the Supreme Court of the State of Illinois, and keeper of the records, files and Seal thereof, do hereby certify the foregoing to be a true copy of an Assignment Order filed in this office on the 28th day of September, 2015.

Carolyn Taft Grosboll
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said Court this 28th day of September, 2015.

[SEAL] Supreme Court of Illinois

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

State
vs
Popovich

Case No. 16CV265

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
MAR 28 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 3/28/17

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

☒ Assigned to the Criminal Division, Courtroom 357

(Judge Joel D. Berg, currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 3/28/2017

Michael J. Sullivan, Chief Judge

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on:

_____

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

People
vs
Popovich

Case No. 16 CV 265

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
APR 4 2017
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): _____

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: 4/3/2017

_____
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status, April 18, 2017 at 9:00a.m.

☐ Assigned to the _____ Division, Courtroom _____.

(Judge _____, currently assigned to that division/courtroom)

☒ Assigned to the Honorable Thomas A. Meyer, Courtroom 201

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 4/4/17

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

McHenry County
States Attorneys Office

Thomas J. Popovich
3416 W. Elm Street
McHenry, IL 60050

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 4/5/17

Manuela Foley

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED ORDER
AUG 31 2016
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Thomas Popovich
Kimberly Popovich

Case No. 16MR400

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): parties are personal friends

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: Aug. 31 2016

Michael J. Sullivan
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; IT IS HEREBY ORDERED that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status, September 16, 2016 at 9:00AM

☒ Assigned to the Civil Division, Courtroom 201

(Judge Thomas A. Meyer currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 8.31.2016

Michael J. Sullivan
Michael J. Sullivan, Chief Judge

Thomas J. Popovich
3416 W. Elm street
McHenry, IL 60050

Kimberly Popovich
4702 N. Waltshire
Johnsburg, IL 60051

Proof of Service
The undersigned certifies that a copy of the foregoing document was served upon all parties of record by way of mail, fax or hand delivery on: 8.31.16
Bryanna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

16MR400

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Popovich

) Case No. 16MR400
)
)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): knows both parties

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for status, November 9, 2016 at 9:00AM

☒ Assigned to the Civil Division, Courtroom 202

(Judge Michael J. Chmiel currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10.21.16

Michael J. Sullivan, Chief Judge

Thomas J. Popovich
3416 W. Elm street
McHenry, IL 60050

Kimberly Popovich
H702 N. Waltshire
Johnsburg, IL 60051

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10.21.16
Brianna Blackard

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/2023-12-29_MEYER BERG RECUSALS COMBINED-reassignment of a judge outside of McHenry County.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

ORD

STATE OF ILLINOIS } SS
COUNTY OF MCHENRY }

GEN. NO. 12 LA 326

☒ Jury ☐ Non-Jury

FILED
McHenry County, Illinois
JUL 20 2015
KATHERINE M. KEEFE
Clerk of the Circuit Court

McDonald vs. Popovich, et al.

Date 7/20/15 Plaintiff's Attorney M. HOLDEN Defendant's Attorney T. LONG

ORDER

This cause coming to be heard on Plaintiff's Motion to Voluntarily Dismiss Case, due notice having been provided & the court fully advised on the premises:

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion to Voluntarily Dismiss Case is granted. This matter is voluntarily dismissed pursuant to 735 ILCS 5/2-1009, with leave to refile w/ in 1 year from entry of this order.
2. By agreement of the parties, cost contemplated under § 2-1009 are to be paid in the event that this matter is refiled.
3. The Status date of 9/10/15 at 9:15am is stricken.

Prepared by: MICHAEL HOLDEN

Attorney for: IT

Attorney Registration No.: 6296752 Judge

www.fraudonthecourt.net/exhibits/Group Exhibit 48-Recusals and related cases/Tom Long-Konicek-Judge Meyer's Recusal friends with Popovich.pdf

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

McDonald
v.
Popovich

Case No. 12LA326

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK

Reason for Reassignment:

☐ Motion for Substitution of Judge: ☐ by Right ☐ for Cause

☒ Recusal/Judicial Conflict (Reason): friends with Defendant

☐ Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Chief Judge for reassignment.

Dated: _____

JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge; **IT IS HEREBY ORDERED** that pursuant to assignment by the office of the Chief Judge this cause is reassigned for

Status on November 7, 2012 at 9:15 am

☒ Assigned to the Civil Division, Courtroom 202

(Judge Michael J. Chmiel currently assigned to that division/courtroom)

☐ Assigned to the Honorable _____

☐ Case transferred to the Chief Judge for reassignment of a judge outside of McHenry County.

Dated: 10-19-12

Michael J. Sullivan, Chief Judge

Michael Holden
33 N. LaSalle St. Ste 2000
Chicago, IL 60602

Daniel Konicek
21 W. State St
Geneva, IL 60134

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: 10-19-2012

FILED DATE: 2/24/2025 7:50 PM 2022L010905

CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT

STATE OF ILLINOIS
COUNTY OF MCHENRY } SS

GEN. NO. 12 LA 326

☒ Jury ☐ Non-Jury

LINE 13 ON CR 204 CALL

FILED
McHenry County, Illinois
OCT 17 2012

McDonald vs. Popovich, et al.

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Date 10-17-12 Plaintiff's Attorney G. DeBoni / Romanucci - Blandin Defendant's Attorney A. Hamilton / Konicek + Dillon

ORDER

This matter coming before the Court for initial status, the Court being fully advised, IT IS HEREBY ORDERED:

1. Plaintiff is granted until November 15, 2012 to file an Amended Complaint; and
2. Defendants shall file a Responsive pleading by December 13, 2012.

Prepared by: A. Hamilton / Konicek + Dillon

Attorney for: Defendants

Attorney Registration No.: 6301098

Judge

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

FILED
OCT 19 2012
KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

Mark McDonald, etc., et al)
)
v) Case No. 12LA326
)
Law Offices of Thomas J. Popovich, et al.)

ORDER OF RECUSAL OR ORDER FOR SUBSTITUTION OF JUDGE

Reason for Reassignment:

____Motion for Substitution of Judge: ____ by Right ____ for Cause

_X_ Recusal/Judicial Conflict (Reason) _____*Defendant Popovich is a personal friend*_____

____Other: _____

IT IS ORDERED: that the above entitled case is referred to the office of the Presiding Judge for reassignment.

Dated: _____Oct. 17, 2012_____ Michael J. Caldwell
JUDGE

ORDER OF REASSIGNMENT

This cause being referred to the office of the Chief Judge for random selection of a judge;

IT IS HEREBY ORDERED that, pursuant to assignment by the office of the Chief Judge, this cause is reassigned for _____

_____

__X__ Assigned to the Civil Division, Courtroom 201 (Judge Thomas A. Meyer currently assigned to that division/courtroom).

____Assigned to the Honorable_____.

____Case transferred to the Chief Judge for reassignment to a judge outside of McHenry County.

Dated: 10-19-12 Michael Sullivan
Chief Judge

Proof of Service
The undersigned certifies that a copy of the forgoing document was served upon all parties of record by way of mail, fax or hand delivery on: _____20____

_____

FILED DATE: 2/24/2025 7:50 PM 2022L010905

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

McDonald, et. al.

v.

Popowich, et. al.

No. 12 L 196

ORDER

This matter coming before the Court for defendants motion to transfer based on forum non convenins, IT IS SO ORDERED:

1. The Court having reid all the submissions and weighted both the public and private interest factors determines that transfer of this matter to McHenry County, Illinois is appropriate
2. This case is dismissed and transferred by the Clerk to McHenry County for further proceedings.
3. The Clerk of the Court, Circuit Court of Cook County is Ordered to Transfer this case to McHenry County

4100, 4011

Atty. No.: 37199

Name: Amer Tahmassebi

Atty. for: Defendants

Address: 21 W. State St.

City/State/Zip: Geneva, IL 60134

Telephone: (630) 262 9655

ENTERED:

Dated:

Judge Associate Judge Rendye A. Kogan

Judge's N

AUG 06 2012

Circuit Court – 1509

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FILED DATE: 2/24/2025 7:50 PM 2022L010905

Cases

2012L000196

MARK MCDONALD,CHLOE MCDONALD,IAN MCDONALD,JULIE MCDONALD,QUINLIN MCDONALD -vs-
THOMAS POPOVICH,JAMES TUTAJ,LAW OFFFICES THOMAS POPOV

File Date	Type	Status
01/06/2012	Legal Malpractice - Jury	Disposed