

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 REPLY TO “ALPHONSE A. TALARICO’S RESPONSE TO PLAINTIFF
DULBERG AND KOST’S MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER
BASED ON MISTAKES IN LAW”**

A. TALARICO’S AUGUST 20, 2025 STATEMENTS ARE CONTRARY TO EVIDENCE AND COMMUNICATIONS RECORDS

1. Talarico stated:

“Regarding Movants’ mistaken interpretation of the facts and their repeated and continued claim of Alphonse A. Talarico lying to this Honorable Court and the Attorney Registration and Disciplinary Commission Talarico unequivocally denies the false allegation and demands Movants’ strict proof thereof.”

In our February 24, 2025 submission and March 17, 2025 submission^a and May 20, 2025 submission to the court we provided evidence for the many acts of willful and wanton prima facie professional misconduct committed by Talarico against Dulberg in case 22L010905. These acts took place over 3 successive time periods over about 30 months and included at least 5 separate, unique and identifiable stages of intentional lying by our retained attorney Talarico.¹

We did not make any claims concerning Talarico that were not supported by evidence. This document does the same. Talarico did not respond to and completely ignored the specific claims made and the supporting evidence provided and states he “**demands Movants’ strict proof thereof**” (while systematically ignoring the evidence and claims we provided to the court).

2. Talarico stated:

“Finally, after working with, representing and defending against allegations of the Movants herein, I have come to the conclusion, as an attorney, not as a medical diagnosis, that the Movants’ are not lying but see the Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions.”

Talarico is claiming that our claims are not evidence-based but rather based on ‘persecutory delusions’ (for example, that we avoid evidence and instead make sweeping emotive generalizations laced with inventions). We state (and demonstrate) that our claims are strictly evidence based. Talarico provides 2 examples of Dulberg and Kost seeing “the Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions”. Talarico states the first example below:

“Example1. Dulberg is NOT a “Disabled Individual under Federal or Illinois law.

Dulberg’s repeated and continual claims of “Disability” are viewed by Respondent not as a lie or a subliminal request for special treatment but as a clear showing of Persecutory Delusion as Dulberg’s Disability legal determination, after much litigation and appeal ended on April 23, 2013. Respondent raises this issue and those that

¹ Described in detail in MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER BASED ON MISTAKES IN LAW paragraphs 1 to 19

follow to spotlight Dulberg's credibility. (Please see Exhibit R1 which is redacted page 9 of an 814 page report, the full report can be submitted to the Honorable Court in camera if requested to do so."

Talarico is intentionally lying to the presiding judge by using a document dated May 19, 2014 as evidence. Talarico knows the decision in the document he presents as evidence was corrected on April 20, 2017 (**Exhibit CM**). Talarico offered the sealed medical records (**Exhibit BO**)¹ collected by DDS (Illinois Disability Determination Service) to Judge Otto at an August 29, 2023 hearing, so it is not possible that Talarico does not know the decision Talarico uses as evidence had been overruled on appeal and that the judge ruled Dulberg to be permanently disabled on April 20, 2017. . Once again we offer the judge the sealed Appellate Court documents (**Exhibit BO**) for an in camera review as evidence that Dulberg is permanently disabled and as evidence that Talarico is deliberately lying to the court.

3. Talarico states the second example of Dulberg and Kost seeing "the Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions" as the following:

"Example2. Every lawyer, judge, court administrator, court employee, reporter etc. is conspiring to harm Dulberg and Kost. The following are ten (10) redacted examples of Complaints that Movants have filed against attorneys:

No. 2023JN02517 (submitted on July 27, 2023)

No.2023IN02518 (submitted on July 27, 2023)

No. 2023IN03135 (submitted on September 15, 2023)

No. 2023IN03136 (submitted on September 15, 2023)

No. 20231N03894-R (submitted on November 8, 2023)

No. 20231N0389&R (submitted on November 8, 2023)

No. 2023IN03897-R (submitted on November 8, 2023)

No.2023IN03895-R (submitted on November 8, 2023)

No. 2023IN03896-R (submitted on November 8, 2023)

Alphonse A Talarico No.2024 IN 00264 (submitted on March 15, 2024 and concluded on January 14, 2025 please see Exhibit R2 and R3 attached)(Please see Exhibit R4 an email from Dulberg and Kost to the ARDC substantiating the above 10 Complaints filed by the movants herein)"

4. On January 6, 2024 Talarico sent us an email which informed us to place a "preamble" (contrary to Illinois law) in the Supreme Court Petition related to case 17LA377 (which was due by January 8, 2024). The email (**Exhibit BJ**)² is reproduced below:

Date : 1/6/2024 11:52:32 AM

From : "Alphonse Talarico"

To : "Paul Dulberg" , "Paul Dulberg" , "T Kost"

Subject : Preamble

Gentlemen,

Please use the word "Preamble".

PREAMBLE: Much of the matter that follows can be characterized as fraud by officers of the court. Currently there are nine (9) related ARDC investigations pending (#2023INO2517, #2023INO2518, #2023INO3135, #2023INO3136, #2023INO3894-R, #2023INO, 2023INO3898-R, #2023INO3897-R, 2023INO3895-R, #2023 INO3896-R), two (2) submitted Judicial Inquiry Board "Complaints against a Judge," and one (1) Judiciary Inquiry Board "Complaint against a Judge" that was unable to be processed

1 See Exhibit BO in COURT APPROVED SUPPLEMENT TO DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

2 See Exhibit BJ in COURT APPROVED SUPPLEMENT TO DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

because the individual named is no longer an active Illinois state court judge.

The quote above is Talarico instructing us, in his own words, how to begin the Supreme Court Petition (by using a ‘preamble’) and what the first paragraph in the “preamble” should be. Talarico wrote the same list of ARDC complaints and Judicial complaints in the email that Talarico (less than 5 months later) presented to the ARDC (and by extension the Illinois Supreme Court) as evidence of Dulberg trying to “bring down the Illinois Judicial system”. Talarico now uses the same list about 19 months later in this court as evidence of Dulberg and Kost seeing “the Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions” to the presiding judge. In the 2 examples Talarico chose to use as evidence of Dulberg’s and Kost’s delusional behavior, Talarico chose to deliberately lie to the presiding judge in both cases.

5. Talarico listed Dulberg as a Self Represented Litigant in the 17LA377 appeal without Dulberg knowing it. (**Exhibit CN**) Talarico represented himself to Dulberg as if Talarico was Dulberg’s acting attorney during the 17LA377 appeal process (**Exhibit CO**)(**Exhibit CP**) and Talarico continued to charge Dulberg fees the entire time. After Talarico failed to file an Appellate Court Brief the case was dismissed by the Appellate Court (for failure to file a brief).

6. On January 8, 2024 (the day the Supreme Court Petition related to case 17LA377 was due) Talarico informed us that the Supreme Court clerk told Talarico we can place hyperlinks in the Supreme Court Petition (contrary to Illinois law). Talarico also informed us hours before the Supreme Court Petition was due that Talarico “didn’t know how” to write an index for a Supreme Court Petition and we would have to figure that out ourselves.

7. In addition, Talarico was provided with evidence as early as November 11, 2022 of a sophisticated system of document and information suppression and suppression of key evidence which Clinton and Williams (Dulberg’s retained attorneys in 17LA377 before Talarico) used against Dulberg in 17LA377 while collaborating with opposing counsel Flynn (**Exhibit CR**). Dulberg and Kost wrote and filed a 143 page ARDC Complaint against Clinton and Williams with all claims supported with over 34 gigabytes of evidence¹ on a thumb-drive given to the ARDC on July 28, 2023. We wanted to file the complaint ourselves directly with the ARDC but Talarico insisted that we file the complaint with the ARDC through him, so we did. The same information appeared on the public website www.fraudonthecourt.net as of October 13, 2023 and Talarico accepted a \$10,000 retainer on September 26, 2023² to pursue the same issues.

8. In the attorney-client email communication³ Talarico never referred to the information he was provided on November 11, 2022 or the 143 page ARDC Complaint against Clinton and Williams (written entirely by Kost and Dulberg and filed by Talarico with the ARDC on July 28, 2023) in a negative way⁴. Talarico was unquestionably aware that Clinton and Williams intentionally suppressed key evidence (Tilschner v Spangler) in 17LA377 because Talarico issued 2 subpoenas to Clinton and Williams which specifically concerned Tilschner v Spangler (the buried key evidence) in September and October, 2022. Talarico then personally interviewed Williams on November 4, 2022 on the 17LA377 court record specifically about key evidence Tilschner v Spangler. So it is impossible that Talarico did not know about the active and ongoing burial of key evidence Tilschner v Spangler in case 17LA377 by Clinton and Williams. The exchange between Williams and Talarico is reproduced in (**Exhibit 264**), beginning on page 20. For the very first time in any communications record⁵ (on May 29, 2024 in Talarico’s Response to the ARDC

1 Available at www.fraudonthecourt.net/exhibits

2 See Exhibit CI in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL...

3 Group Exhibit 50 All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

4 Group Exhibit 50 All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

5 Group Exhibit 50 All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

complaint against him) Talarico makes the first statement (in any record) which refers to the many claims we made about Clinton and Williams (which are documented in the 143 page ARDC complaint against them) negatively as a “conspiracy theory”.

- This is more than 17 months after Talarico was first provided with the evidence and Talarico directly asked Williams about the missing key evidence Tilschner v Spangler during a hearing in case 17LA377.
 - This is about 10 months after Talarico insisted we file a 143 page complaint with the ARDC (that Kost and Dulberg wrote describing the claims in detail through Talarico.
 - This is more than 8 months after Talarico accepted a \$10,000 retainer to pursue the same claims against Clinton and Williams, among other claims.¹
 - This is more than 4 months after Talarico told Dulberg to inform the Illinois Supreme Court of the same claims against Clinton and Williams in a “preamble” to our 17LA377 Supreme Court Petition and abruptly resigned as counsel 8 days later (6 days after the Supreme Court Petition was rejected by the clerk due to issues with format).
9. On August 19, 2025 (for the second time in any communications record) Talarico refers to the claims against Clinton and Williams as evidence of Dulberg’s and Kost’s ‘persecutory delusional’ behavior to the presiding judge in 22L010905. On May 29, 2024 Talarico made his very first negative comment about the website www.fraudonthecourt.net in any communications record (in his response to the ARDC complaint we filed against him) when Talarico wrote:

“Mr. Dulberg has created a web site with his half-brother Thomas Kost to “reveal to the world” all the injuries that the now ten named attorneys and judge and court clerks and certified court reporters have intentionally caused his family and himself.” (Talarico’s ARDC Response, p3)

- The website www.fraudonthecourt.net was created around October 13, 2023.²
- Talarico was given access to the website on October 14, 2023.³
- Talarico accepted \$10,000 dollars retainer around September 26, 2023 to pursue “Fraud on the court, Civil rights violations, Reopening the bankruptcy, ect.”⁴
- The contents of the website are identical with the contents of the ARDC Complaints we filed and they share a common +34 Gigabyte exhibits folder.
- Talarico told Dulberg to place a “preamble” in the 17LA377 Supreme Court Petition which informs the Illinois Supreme Court of the claims against Popovich, Mast, Balke, the Baudins, Gooch and Clinton and Williams made in our ARDC Complaints against them on January 6, 2024.
- In the attorney-client email communication Talarico never referred to the website in a negative way.⁵

For the first time in any record of communications (on May 29, 2024, in Talarico’s Response to the ARDC complaint) Talarico makes the first statement (in any record) which refers to the website contents negatively as a “conspiracy theory”. For the second time in any communications record (On August 19, 2025) Talarico refers to the contents of the website www.fraudonthecourt.net as evidence of Dulberg’s and Kost’s ‘persecutory delusional’ behavior to the presiding judge in 22L010905

10. On August 21, 2025, in response to being informed that the ARDC is initiating an investigation of Thomas Gooch (Dulberg’s first retained attorney in 17LA377, Talarico being the third

1 See Exhibit CI in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL...

2 See Exhibit CG in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL...

3 See Exhibit CH in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL

4 See Exhibit CI in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL...

5 Group Exhibit 50 All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

retained attorney in 17LA377) in response to the ARDC complaint we filed against him, we submitted a document called “A FURTHER RECORD OF HOW GOOCH (TOGETHER WITH CLINTON AND WILLIAMS AND TALARICO) INTENTIONALLY DESTROYED DULBERG’S CLAIMS IN 17LA377 AGAINST ACTUAL AND POTENTIAL DEFENDANTS”. (**Exhibit 264**)¹

11. The key secondary legal source “Trial Handbook for Illinois Lawyers” Chapter 22 Section 29 is reproduced as **Exhibit 253**, but we have added red, blue, purple and green underlines to highlight certain key statements. The statements underlined in red go to the heart of the requirements for legal sufficiency for a legal malpractice claim in Illinois. The statements underlined in blue go to the heart of how to calculate the Statute of Limitations in a legal malpractice case in Illinois. The key secondary legal source “Trial Handbook for Illinois Lawyers” (8th edition), has been available since 1964 and is currently available through Westlaw. The section on attorney professional misconduct (Chapter 29, Section 22) is only 3 pages long. It is not credible that Gooch and Clinton and Williams and Talarico were not aware of the contents of “Trial Handbook for Illinois Lawyers” since this key secondary legal source has been available to them probably during their entire careers as Illinois lawyers.

12. The underlined statements in **Exhibit 253** help us clearly see how Gooch (and Clinton and Williams) intentionally targeted Dulberg. The process of destroying Dulberg’s claims in 17LA377 (as described in “A FURTHER RECORD...”) (**Exhibit 264**) began with Gooch, who intentionally misrepresented the statements in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 (**Exhibit 253**) underlined in red (about legal sufficiency) and underlined in blue (about calculating Statute of Limitations) to Dulberg. This is how Gooch intentionally guaranteed that the 17LA377 Complaint and First Amended Complaint would both be rejected by the court for being legally insufficient. Gooch never filed (intentionally refused to file) a legally sufficient complaint on behalf of Dulberg.

13. The process continued through Clinton and Williams, who intentionally continued and extended Gooch’s original intentional misrepresentation of the statements in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 (**Exhibit 253**) underlined in blue (about calculating Statute of Limitations) when filing the Second Amended Complaint.² The statements underlined in red and blue in **Exhibit 253** unmistakably reveal acts of systematic and coordinated willful and wanton prima facie professional misconduct by both Gooch and Clinton and Williams in the actions concerning case 17LA377. It is not possible that they were not aware of the statements underlined in red and the statements underlined in blue in **Exhibit 253**

14. Talarico intentionally destroyed the 17LA377 appeal process and Talarico intentionally acted to create a Supreme Court petition of the wrong format, and then to blame Dulberg and Kost for the wrong format, which allowed the case to be dismissed with finality based on a Statute of Limitations legal theory which was intentionally distorted by Gooch and Clinton and Williams and which is contrary to Illinois law. Just as Gooch was the first of 3 law firms to intentionally destroy any claims Dulberg had against actual and potential defendants in 17LA377, so Talarico was the law firm to intentionally destroy any claims Dulberg had against actual and potential defendants in 22L010905.

15. Talarico stated:

“Appellate Court Judge Susan F. Hutchinson with the Judiciary Inquiry Board. (Please see Exhibit RS attached) Retired Judge Thomas A. Meyer, now an independent contractor for Alternative Dispute Resolution, a party herein (Please see Movants’ Motion To Reconsider)”

¹ Version with working links at: https://www.fraudonthecourt.net/ardc/2025-08-22_GOOCH_ARDC-2023IN03895_DULBERG's-response-to-investigation-request.pdf

² The Second Amended Complaint was accepted by the court because Clinton and Williams addressed the statements underlined in red (concerning legal sufficiency) but the Second Amended Complaint was intentionally crafted by Clinton and Williams with the same misrepresentation of the statements underlined in blue (of how to calculate statute of limitations) that Gooch placed in the original Complaint and the First Amended Complaint.

Talarico sent Dulberg an email¹ (on February 17, 2022) with an attachment of a prior recusal of Judge Meyer from case 12LA126, the reason given was that Thomas Meyer is personal friends with Thomas Popovich, a key defendant in 17LA377. Further research into court records reveals a number of instances where Judge Meyer ruled favorably toward Popovich even though Judge Meyer already self-recused from cases and declared the reason for the recusal is a personal friendship with Popovich. (Exhibit BI-1) (Exhibit BI-2) (Exhibit BI-3) (Exhibit BI-4) (Exhibit BI-5) (Exhibit BI-6) (Exhibit BI-7)²

16. Talarico stated

“Thomas Long, Respondent’s former attorney herein based upon Long’s employment with a Law Firm that represented a client who was married to an attorney Dulberg filed an ARDC Complaint against and based upon that alone the Movants’ now alleged Tom Long to be in a conspiracy with all of the above to harm Dulberg and Kost. (Please see Movants’ Motion To Reconsider and Exhibit R6 attached.)”

This is not what we claimed. Our statements concerning Tom Long are directly in the record.³ Tom Long was involved in case 12LA326 so Tom Long must be aware of the recusal of Judge Meyer from that case and the reason Judge Meyer gave for his recusal.

17. Talarico states:

“Movants claim that Alphonse A. Talarico drafted the portion of the Complaint against Alternative Dispute Resolution without their input or knowledge, and therefore they should be exonerated from any blame and liability.”

This is not what we claimed. Our claims are stated clearly in court documents. The body⁴ of the complaint was written completely by Thomas Kost. Talarico deleted over 80% of what Thomas Kost wrote and added only a single sentence to the body of the complaint that Thomas Kost wrote.

18. Talarico stated:

“Summary: Respondent attorney Alphonse was under a compulsion to file and thereafter litigate this matter regarding the constraints and instructions of Movants based upon the immediate (within 24-48 hours) expiration of a statute of limitation expiring”

Concerning Statute of Limitations, Talarico informed Dulberg that the complaint needed to be filed by December 8, 2022 to be within the 6 year limit from when the binding mediation award was decided (which was on December 8, 2016). We later learned that it is when 12LA178 was finally dismissed (on December 12, 2016) (Exhibit CQ) that begins a 6 year limit, meaning the case needed to be filed by December 12, 2022. In the above quote Talarico continues to intentionally mis-state that the 6 year limit for filing fell on December 8, 2022, this time to the presiding judge..

19. The entire editing process of the Complaint can be known with extreme accuracy (meaning to the single letter or punctuation mark) simply by tracking successive drafts of the complaint and placing them in order. We use a simple and transparent method to document exactly what Talarico added to the body of the complaint and what Talarico deleted from the body of the complaint. Each successive draft is placed in a simple text file format (.txt) and side-by-side, line-by-line analysis is done. A simple ‘method of subtraction’ can be done with successive drafts to reveal exactly what was deleted (and what was added), draft by draft.

20. Because Talarico deleted so much (over 80%) of the body of the complaint and added so little (a single sentence) to the body of the complaint written by Thomas Kost, and because

1 See Exhibit CL in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL..

2 See exhibits in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

3 See paragraph 55 in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

4 By ‘body’ we mean all relevant case history and all relevant facts

Talarico did not change a single sentence or a single punctuation mark in the less than 20% of the body of the complaint Talarico did not delete, locating the portions of the complaint that Talarico deleted is a simple process that yields precise result that opposing parties and parties of interest can easily check and, if incorrect, refute. Using this approach we compiled the following text files:

November 12, 2022: 2022-11-12_2_baudin_olsen_complaint.txt (Exhibit AC)¹

Body of baudin_olsen_complaint of 2022-11-12.txt (Exhibit CS)

December 6, 2022: Body of baudin_olsen_complaint of 2022-12-06.txt (Exhibit CT)

December 8, 2022: 2022-12-08_filed complaint body as text file.txt (Exhibit CU)

21. Between December 6, 2022 and December 8, 2022 all the information in the following text file was deleted from the body of the complaint by Talarico:

Sections removed from body of complaint from 2022-12-06 to 2022-12-08.txt (Exhibit CV)

22. Only a single sentence was added between December 6, 2022 and December 8, 2022 to the body of the complaint by Talarico, which is:

“On October 4, 2016 Bankruptcy trustee Olsen filed 2 motions with the bankruptcy court (Please see exhibit 4 and 5 attached)”

23. Using these text files as tools, the previous quote (reproduced below) can be seen more clearly: As to Talarico’s preparation of the body of the complaint “within 24 to 48 hours”, it can be known with precision that Talarico took the body of a complaint written entirely by somebody else (Thomas Kost), sat on the complaint given to him on December 1, 2022² for 6 days, doing nothing at all, and then for “24 to 48 hours” added a single sentence (requiring 1 to 2 minutes) and spent the rest of the time highlighting text and hitting the delete button. Talarico has never explained why he deleted this massive amount of ‘relevant facts’ in **Exhibit CV** written by Thomas Kost.

24. Talarico told Dulberg that Talarico’s internet was out on December 7 and December 8, 2022. Dulberg sent Talarico an email on December 7, 2022 stating::

“Dear Mr Talarico, Pre our phone conversation today Since your internet went down today and we have a filing deadline of tomorrow, You have license to remove anything and everything below: • On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Net Award of \$561,000 That you don’t deem necessary to this complaint and sign the complaint on my behalf.

This will be an uncertified complaint since we hit a log jam with your internet being down. We can Modify the complaint after its filed and certify the amended complaint.

You also have license to modify any part of the complaint to meet the requirements necessary so we meet the filing deadline of tomorrow.

I am available all night and anytime tomorrow should your internet issue be corrected. Thank You, Paul”

Dulberg informed Talarico “this will be an uncertified complaint because we hit a log jam with your internet being down. We can Modify the complaint after its filed and certify the amended complaint” due to Talarico’s ‘internet outage’.

25. On December 8, 2022 at 9:14AM Talarico sent his third edit (a 3 count complaint) to Dulberg. (Exhibit AG)³, 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 and Talarico added 2 new defendants (Allstate

1 See Exhibit AC in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

2 See Exhibit AD in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

3 See Exhibit AG in DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

and ADR Systems) between 9:14AM and 12:56PM on December 8, 2022.. (Exhibit AH)¹

26. 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)², 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)³ Dulberg was in possession of the final complaint less than 10 minutes before sending the signed pages to Talarico.

27. Talarico states 4 points he claims "will prove that these allegations are false" (the 'allegations' being that "Alphonse A. Talarico drafted the portion of the Complaint against Alternative Dispute Resolution without their input or knowledge", a claim we never made) which he calls 3a, 3b, 3c and 3d. Talarico states point 3a:

"3a. Respondent's Exhibit R7 (attached) is an email from Movants to Alphonse A. Talarico titled A smoking gun that Dulberg never signed the agreement and who may have stating that the signed ADR agreement was not signed by Dulberg."

Yes, Dulberg also stated multiple times in 22L010905 court records that Dulberg never signed the binding mediation agreement. Thomas Kost wrote this in the original body of the complaint. Talarico deleted the information from the complaint. But this has nothing to do with the claim "breach of contract" at the center of the sanctions award. How did the forged binding mediation agreement get changed into "breach of contract"?

28. Talarico states point 3b:

"3b. Respondent's Exhibit R8 (attached) is an email from Movant Dulberg to respondent Talarico showing differences in the terms of the Bankruptcy Judge's approved agreement and the one that was used at the binding mediation that Movant Dulberg claims he did not sign."

Yes. Dulberg has always stated that Dulberg did not agree to enter into binding mediation and did not sign the binding mediation agreement. There are clearly differences between the two documents. But this has nothing to do with "breach of contract" at the center of the sanctions award. Why was the forgery information deleted from the complaint by Talarico? How were forgeries changed to a "breach of contract" argument by Talarico?

29. Talarico states point 3d:

"3d. Respondent's Exhibit R10 (attached) is the verification and Rule 222(b) affidavit signed by Movant Dulberg. Under Illinois Supreme Court Rule 137, it is not a valid defense to sanctions that a plaintiff signed a complaint without reading it. Rule 137 explicitly requires that the signature of an attorney or party on a pleading, motion, or other document certifies that the signer has read the document, conducted a reasonable inquiry into its basis, and believes it is well-grounded in fact, warranted by existing law, or supported by a good-faith argument for the extension, modification, or reversal of existing law."

"The rule further mandates that the document must not be filed for any improper purpose, such as harassment or causing unnecessary delay or expense Medical Alliances, LLC v. Health Care Serv. Corp., 371 Ill. App. 3d 755, Ill. Sun. Ct., R 137."

Talarico knew that Dulberg was in possession of the complaint for less than 10 minutes before signing. Talarico intentionally put Dulberg in this position (even though there were no Statute of Limitations concerns connected with December 8, 2022) by lying to Dulberg about the Statute of Limitations dates and by using the excuse of an "internet outage".

¹ See Exhibit AH in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

² See Exhibit AH in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

³ See Exhibit AI in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

30. Talarico stated, “the implied threats of ARDC reporting by Movants of the violated statute of limitations and other personal reasons.” Talarico intentionally misadvised Dulberg on how to calculate the Statute of Limitations deadline as December 8, 2022 when it appears to be December 12, 2022 instead. As for “implied threats of ARDC reporting by Movants”, there is no evidence in any communications record¹ of any actual or implied threats toward Talarico.

B. TALARICO’S ONLY EXPLANATION AND JUSTIFICATION FOR HIS ACTIONS IN 22L010905 ARE IN HIS AUGUST 19, 2025 SUBMISSION AND IN TALARICO’S RESPONSE TO THE ARDC COMPLAINT AGAINST HIM

31. In our February 24, 2025 submission and March 17, 2025 submission and May 20, 2025 submission to the court we provided evidence for the many acts of willful and wanton prima facie professional misconduct committed by Talarico against Dulberg in case 22L010905. These acts took place over 3 successive time periods over about 30 months and included at least 5 separate, unique and identifiable stages of intentional lying by our retained attorney Talarico.² 5 separate and distinct acts of sabotage were necessary for Talarico to secure a sanctions punishment against his permanently disabled client. Talarico had to: (1) Establish “breach of contract” claims, (2) refuse to file the Amended Complaint written by his clients and given to him, (3) establish a sanctions claim, (4) secure the sanctions claim and (5) destroy any appeal attempt. (A 6th and final stage in the process is to transfer the penalty and cost to Dulberg alone, which Talarico is now attempting to do.)

32. The entirety of Talarico’s explanations for his actions during each of the 5 stages are given in only two sources: Talarico’s Response to an ARDC complaint filed against him (on May 29, 2024)³ and Talarico’s submission of August 19, 2025. How does Talarico explain his actions during each of these 5 stages?

C. TALARICO’S EXPLANATION AND JUSTIFICATION FOR HIS ACTIONS IN 22L010905

33. Talarico’s explanation for filing on December 8, 2022 the way he did (**stage 1:** establish “breach of contract” claims) was explained in paragraphs 17 to 25. Talarico never explains why his actions match the Res Judicata Game Plan.⁴ Talarico never explains the massive deletion editing process. How were each of the sentences and sections in the **Exhibit CV** text file chosen for deletion? Why were these specific sentences or sections chosen? What is the logic and reasoning behind editorial strategy? Using what criteria? Talarico never explains how he determined that June 8, 2022 was the last day Dulberg could file a complaint against defendants Baudins and Olsen. Talarico never explained his “internet outages” over December 7 and December 8, 2022. Talarico knew Dulberg was in possession of the “fourth edit” for less than 10 minutes before signing the last page. Talarico knew Dulberg informed Talarico “this will be an uncertified complaint because we hit a log jam with your internet being down. We can Modify the complaint after its filed and certify the amended complaint”.

34. Talarico’s explanation for failing to file an Amended Complaint (**stage 2:** refuse to file the Amended Complaint written by his clients and given to him) is as follows:

“Furthermore Respondent’s failure to amend the Complaint regarding the section against the Alternative Dispute Resolution was caused by the former Judge Otto stating that he thought that he had released the Alternative Dispute Resolution and since there was no representative for Alternative Dispute Resolution in court nor did anyone correct the record when the order was circulated, Respondent approached this issue as one that had to be Appealed”

This is not what Talarico told Dulberg about why Dulberg should not appear in court for a status hearing called by ADR Systems on October 31, 2023. Dulberg sent this email to Talarico Just

1 Group Exhibit 50 All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

2 Described in detail in Paragraphs 1 to 19 of MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER BASED ON MISTAKES IN LAW

3 See Exhibit BY in DULBERG’S RESPONSE TO MOTION TO UNSEAL...

4 See paragraph 19 in COURT APPROVED SUPPLEMENT TO DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

after the hearing: (Exhibit AV)¹

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 filed 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

Talarico encouraged Dulberg to believe the October 31, 2023 hearing was called in an invalid court with no jurisdiction. Talarico encouraged Dulberg to see the hearing as a "kangaroo court".

Talarico told Dulberg that if Talarico or Dulberg attended the hearing they would be legitimizing an invalid court.

35. Talarico's explanation for why he did not attend (and instructed Dulberg to not attend) the October 31, 2023 status hearing (concerning an Amended Complaint) called by ADR Systems (stage 3: establish a sanctions claim) is not given anywhere. Talarico walks around and ignored the issue. The evidence for the actual instructions that Talarico gave Dulberg concerning the October 31, 2023 status hearing and the true reason Dulberg did not attend are given in the email reproduced in the previous paragraph.

36. Talarico has never explained why he submitted the document "DULBERG'S RESPONSE TO SANCTIONS" on our behalf (stage 4: secure the sanctions claim) after Talarico resigned under conditions described in this document without informing us and without letting us see it, review it or comment on it. The issue is simply *assumed as valid* with no explanation given and ignored. Given that opportunity, Talarico predictably knowingly and systematically lied to the presiding judge while writing the document for Dulberg on Dulberg's behalf.

37. Talarico has never given any explanation for receiving payment to represent Dulberg during the appellate process, treating Dulberg as if Talarico is Dulberg's retained attorney during the appellate process, yet filing Dulberg's Notice of Appeal in a way that places Dulberg as a Self Representing Litigant (SLR) or Pro-se in 3 consecutive Appellate Court Notices of Appeal (stage 5: destroy any appeal attempt). The issue is just walked around and ignored by Talarico.

D. TALARICO'S EXPLANATION AND JUSTIFICATION FOR HIS ACTIONS IN BOTH 17LA377 AND 22L010905.

38. A list of key actions by Talarico in cases 17LA377 and 22L010905 together with Talarico's entire explanation and justification for Talarico's actions are as follows:

1 See Exhibit AV in MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER BASED ON MISTAKES IN LAW

- **Talarico sends Judge Meyer recusal to Dulberg:** (February 17, 2022) Talarico never explained why he sent this to Dulberg, then never presented it in court or used it in any way, and then over 2 years later Talarico claimed Dulberg sees Meyer “through the filter of Persecutory Delusions” for seeing the Meyer recusal (and others like it) as evidence of a conflict of interest.
- **Talarico subpoenaed court reporter signatures and signature authentication exposed at least 5 forged signatures of court reporters on depositions in underlying case 12LA178:** (May 24, 2022) Talarico never explains how reports by Omni of the court reporters signatures compared with signatures on 5 of the 10 depositions taken in underlying case 12LA178 found the signatures to be forgeries. Talarico also never explains how we then told him we want the court reporters signatures on the other 5 depositions to be checked for forgery but Talarico didn't pursue the issue. Thomas Kost included this information in the complaint Thomas Kost wrote but Talarico deleted the information before filing the complaint on December 8, 2022.
- **Talarico attempted to file Third Amended Complaint in 17LA377 with no reference to newly found forgeries:** Talarico never explained why about 2 weeks after Omni issued their reports on the forged signatures Talarico tried to get Dulberg to agree to sign a “Third Amended Complaint” (which Talarico had already completely prepared and ready to be signed by Dulberg) that did not include any information on the newly discovered forged signatures. Dulberg refused to sign the complaint and the complaint was never filed..
- **Knowledge of Gagnon admission of negligence for Dulberg's injury:** (July, 2022) Talarico first explained to Dulberg in July, 2022 that, because Gagnon never filed an answer to a cross-claim for contributions filed against Gagnon on February 1, 2013, Gagnon effectively admitted to the accusations against him in the cross-claim for contributions. This means that Gagnon effectively admitted negligence for injuring Dulberg with a chainsaw as of March, 2013. Thomas Kost included this information in the complaint Thomas Kost wrote but Talarico deleted this information before filing the complaint on December 8, 2022. Talarico has never explained why Talarico deleted this key evidence from the 222L010905 complaint he filed and why Talarico never raised this key evidence as an issue in 17LA377.
- **Talarico allowed F1 discovery to close and case 17LA377 to be dismissed without raising the issue of forged signatures and without asking to subpoena any more court reporter signatures:** (July 11, 2022) Talarico has never explained why Talarico allowed Judge Meyer to close F1 discovery on July 11, 2022 without Talarico raising the issue of the forged court reporter signatures on at least 5 of the 10 depositions taken in 12LA178 and without requesting to investigate the signatures on the remaining 5 depositions. Talarico never explained why Talarico never raised the issue of Judge Meyer being friends with Popovich by admission and Judge Meyer's prior recusal in case 12LA326 due to his friendship with Popovich.
- **Talarico filed Dulberg Notice of Appeal in 17LA377 placing Dulberg as pro se (SLR):** Talarico has never explained why Talarico filed 3 different Notices of Appeal on Dulberg's behalf in a way that lists Dulberg as a Self Representing Litigant (SLR) or Pro se while Talarico acted as Dulberg's attorney for the appeal process and while Talarico charged Dulberg fees for representing Dulberg during the appeal process.
- **Talarico destroyed Dulberg's 17LA377 appeal and Supreme Court Petition:** (March 2023 to January, 2024) Talarico never explained why he didn't know about format requirements of a Supreme Court Petition. Talarico never explained why Talarico informed his client to begin a Supreme Court Petition with a “preamble” and why Talarico told Dulberg that the Supreme Court clerk told Talarico that hyperlinks can appear in the Supreme Court Petition. Talarico did state to the ARDC (and by extension the Illinois Supreme Court) that Dulberg and Kost insisted on including hyperlinks in the Supreme Court Petition:

“Additionally, based upon information and belief and the attorney judgmental rule, and necessitated by the clients' demand to file with said Petition hundreds of pages of information they had prepared for their multiple ARDC Requests for Investigation and their self-created web site, it was decided to file the Petition for Leave to Appeal to the Illinois Supreme Court with hyperlinks to their established sites and Complaints.

The Assistant-Clerk of the Illinois Supreme Court, in contact with Mr. Talarico, indicated that the petition with hyperlinks could not be accepted. The Assistant-Clerk of the Illinois Supreme Court, as a courtesy, gave instructions about how to correct and refile the Petition for Leave to Appeal and said instructions were forwarded to the Complaints herein because Mr. Talarico had already indicated that he was withdrawing from all representations of the Claimants.

This matter was ended as to Mr. Talarico when he was informed by the assistant Clerk of the Illinois Supreme Court that he did not have to withdraw his appearance from the Petition for Leave to Appeal because as of on or about January 8, 2024, no Petition had been filed /accepted.”

Note how Talarico acts (to the Illinois Supreme Court) as if Talarico was competently representing Dulberg during the appeal process without informing the Illinois Supreme court that Talarico listed Dulberg as Pro se in the Notice of Appeal

- **Talarico deleted over 80% of complaint and intentionally filed frivolous lawsuit claims based on “breach of contract”:** (December 7 and December 8, 2022) The entirety of Talarico’s explanation for these acts has already been presented.
- **Talarico failed to file Amended Complaint:** (June to October, 2023) The entirety of Talarico’s explanation for these acts has already been presented.
- **Talarico told Dulberg to not appear at status hearing:** (October 31, 2023) The entirety of Talarico’s explanation for these acts has already been presented.
- **Talarico filed Notice of Appeal as if Dulberg is Pro se (SLR) in 22L010905:** Talarico has never explained why Talarico did this. Talarico just ignores the subject and makes no comment on it.
- **Talarico intentionally misinformed ARDC of number of cases retained for and of representing Dulberg during the appeal processes:** (for which Dulberg was unknowingly listed as Pro se) (May 29, 2024) Talarico has never explained why he has never mentioned being retained by us on September 26, 2023 for at least 3 new cases for “Fraud on the court, Civil rights violations, Reopening the bankruptcy, Etc.” Even though we have raised the issue a few times in the record, Talarico has never responded to it and simply ignored the event ever since.
- **Talarico accused Dulberg of “avowing” to “bring down the Illinois Justice System” 3 times and deliberately and systematically lied to the ARDC (and by extension to the Illinois Supreme Court):** (May 29, 2024) Talarico has explained this by how Dulberg and Kost “see the Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions”. We asked the presiding judge and the ARDC to subpoena the recorded telephone conversations for the purpose of proving that Talarico is deliberately lying but we were refused. So there is absolutely no evidence supporting the claim or any explanation of evidence by Talarico of Dulberg’s “avowing” to “bring down the Illinois justice system”, there is just Talarico’s diagnosis of our mental states that serves as Talarico’s only explanation on the record.
- **Talarico intentionally misinformed ARDC of Dulberg’s disability status:** accusing Dulberg of lying about his disability status (May 29, 2024) Talarico stated: “Note: some Judges deny that Dulberg qualifies as a permanently disabled person in their rulings but Mr. Dulberg categorizes himself in all cases” (**Exhibit BY,p4**)¹ but offered no evidence to support the claim. No evidence was given with the claim.
- **Talarico intentionally misinformed presiding judge of Dulberg’s disability status:** accusing Dulberg of lying about his disability status (August 20, 2025) (already described in paragraph 2).

E. WHAT WE ARE ASKING THE COURT TO DO

¹ See Exhibit BY page 4 in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL....

39. Our MOTION TO RECONSIDER consists of Sections A through J. Each section gives reasons for why we are asking Judge Swanagan to reconsider his final orders of December 17, 2024 and April 22, 2025.

40. In **Section A** we note “Decision does not account for acts of fraud against Dulberg by his own attorney Talarico raised by plaintiffs”. Talarico’s actions throughout 22L010905 go to the heart of what actually happened in 22L010905. Collected quotes by Swanagan does not address or mention any of Talarico’s actions. (**Exhibit BR**)¹ Neither the ARDC nor the presiding judge addresses or mentions any of Talarico’s actions. Talarico’s actions are simply bypassed and ignored. This is what allows the fraud to proceed to completion. Talarico can then transfer all financial responsibility to Dulberg using *Skolnick and Metzger v Brotman*

41. Talarico’s actions in 22L010905 are the “elephant in the room” and Talarico is caught “red handed” Securing sanctions against Dulberg was not possible simply by getting Dulberg to sign on December 8, 2022. Much more was needed (5 stages total). Talarico intentionally acted through 5 recognizable stages over more than 2 years to secure sanctions against his permanently disabled client. Securing sanctions against Dulberg was not possible simply by getting Dulberg to sign on December 8, 2022. Much more was needed (5 stages in total). Talarico intentionally acted through 5 recognizable stages over more than 2 years to secure sanctions against his permanently disabled client.

42. We are asking Judge Swanagan to not allow the punishment of sanctions to be applied to Dulberg under the conditions we have documented and presented to the court since first discovering them (after Talarico abruptly resigned). If sanctions are allowed, we ask the court to proportion the punishment for sanctions (award amount) according to responsibility for actions taken by Dulberg and by Talarico. We ask the court to explicitly and unambiguously assign penalty to Talarico for his actions (and, if necessary, to Dulberg for his actions) based on what Talarico actually did and what Talarico should be held responsible for. The current April 22, 2025 court order holding both Talarico and Dulberg responsible “jointly and severally” is an invitation to allow Talarico to escape all responsibility for his actions simply by citing *Skolnick and Metzger v Brotman* (plan A) or by blaming his client for suffering from delusions of persecution (plan B). This is foreseeable.

43. In **Section B** we note “Decision gives attorneys green light to commit fraud on client for profit following a simple template that can be repeated and perfected”. We used a table we called “Res Judicata game plan” to show how Talarico intentionally “switched out” Dulberg’s evidence with a decoy argument crafted to trigger a ‘frivolous lawsuit’ sanction using 5 simple steps. Following this 5 step ‘Res Judicata game plan’ by using the 5 stages of lying over the 3 time periods² allows any attorney to have a template for successful corruption to be repeated and perfected. These 5 steps can destroy anyone’s claims and can successfully violate anyone’s civil right to use a courtroom. If Talarico is allowed to get away with the acts we have documented in the court record, what is to stop other attorney networks from acting the same way? Nothing. This is dangerous to the general public.

44. In **Section C** we note “Decision provides strong economic motivations to attorneys to commit fraud against their own client and fraud on the court without risk”. As mentioned, it is much easier to highlight text and hit the delete button than it is to compose a consistent set of claims supported by evidence. The Fees and Costs Table (**Exhibit BN-7**)³ documents how much Talarico stole while committing the acts documented in our submissions to the court.. Talarico also received a \$10,000 retainer (which he later denied receiving) to pursue fraud on the court claims (among other claims). Talarico also claimed to pay an Expert witness and consulting attorney Allan Kravets \$14,500. If Talarico is allowed to get away with these actions, then what is to stop other

1 See Exhibit BR in DULBERG’S RESPONSE TO TALARICO’S MOTION TO UNSEAL.

2 Described in detail in MOTION TO RECONSIDER APRIL 22, 2025 FINAL ORDER BASED ON MISTAKES IN LAW paragraphs 1 to 19

3 See Exhibit BN-7 in COURT APPROVED SUPPLEMENT TO DULBERG’S RESPONSE TO ADR’S PETITION FOR AN AWARD OF ATTORNEY’S FEES AND COSTS

attorneys from following Talarico's model as their business model? This is dangerous to the general public.

45. In **Section D** we note "Decision does not account for existence of forgeries in 22L010905 and in underlying cases 12LA178 and BK 14-83578 raised by plaintiffs". 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. (Exhibit AJ1) (Exhibit AJ2) (Exhibit AJ3) (Exhibit AJ4) (Exhibit AJ5) (Exhibit AJ6) (Exhibit AJ7) (Exhibit AJ8) (Exhibit AJ9) (Exhibit AJ10) (Exhibit AJ11) (Exhibit AJ12) (Exhibit AJ13) (Exhibit AJ15) (Exhibit AJ16)¹

46. In **Section E** we note "Decision does not account for fact that defendant in underlying case admitted negligence in March, 2013 raised by plaintiffs". This was written in the complaint but Talarico deleted it before filing the complaint. Because defendant Gagnon admitted negligence for Dulberg's injury as of March, 2013, there was no reason why Dulberg was ever placed in binding mediation in October, 2016. Dulberg was placed in binding mediation by the Baudins and Allstate alone acting without informing the bankruptcy trustee Heeg. This happened before Joseph Olsen was appointed bankruptcy trustee. There was no reason for any of this to happen. At this time ADR System, with whom Dulberg never had a reason to encounter, is awarded sanctions (with the extreme assistance of Talarico) for a staged claim of "breach of contract" that was never in the complaint written entirely by Thomas Kost after Talarico deleted more than 80% of the 'relevant facts. Because Gagnon admitted negligence for Dulberg's injury as of March, 2013, Dulberg still does not know why the Baudins ever engaged Dulberg's case with ADR systems in the first place.

47. In **Section F** we note "Decision does not account for acts of fraud on the court raised by plaintiffs". The responses of all attorney officers of the court involved in 22L010905 has effectively been to not respond at all. The issue was just ignored and bypassed in court records to date. Did the Judge Swanagan rule on Dulberg's fraud on the court claims that were raised on February 24, 2025? If the judge did not rule on the claim of fraud on the court raised by us, we are asking the court to do so explicitly. This is because if 'fraud on the court' is found to occur, then (due to the serious nature of the claim) such a ruling would have serious implications for all orders issued in 22L010905 (which could then be challenged as being potentially invalid and therefore void). We ask Judge Swanagan to be more explicit on this subject because if the same issue of 'fraud on the court' is raised before some other court in the future we need to protect ourselves from an opposing argument which claims that the issue of 'fraud on the court' was "already adjudicated" by Judge Swanagan and therefore can no longer be raised again at a future time (which is likely to happen if the order is not clear on this subject).

48. In **Section G** we note "Decision does not account for involvement of second retained attorney and their liability raised by plaintiffs". Just the actions of Talarico are not mentioned or reflected in the final order of April 22, 2025, our second retained attorney for 22L010905, Alan Kravets, is not found liable for anything and is not mentioned at all. We ask the court to reconsider why neither retained attorney is held personally responsible for the abuse of their permanently disabled client we have documented in court records.

49. In **Section I** we note "The Illinois general public is in danger of being targeted by this scheme or similar schemes at any time" which is why final orders that do not account for Talarico's actions allows all these acts we are documenting to be used on anyone else without limits.

50. In **Section J** we note "Dulberg was not allowed to conduct any discovery on a number of 'red flag' issues". The vital importance of the telephone records and recordings of telephone conversations is at the heart of every one of Talarico's actions documented here. This is where Dulberg "avowed" to "bring down the Illinois justice system" and where Dulberg and Kost saw "the

¹ See Exhibits AJ1 to AJ16 in DULBERG'S RESPONSE TO ADR'S PETITION FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

Law, Lawyers, Judges, Court Personnel through the filter of Persecutory Delusions”. The inaccessible recordings of telephone conversations is the only ‘fig leaf’ or hiding place that Talarico has left. We asked both the presiding judge and the ARDC to subpoena the recorded telephone conversations in order to expose these lies once and for all. We were refused. We are asking for this to be reconsidered in light of how important the recording of telephone conversations would be to most all issues raised in this motion. Also, The court offered us no avenue through which we could obtain our case files from Talarico. When we asked for our case files from the court Judge Swanagan stated, “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.”. If the presiding judge does not facilitate the transaction, we still don’t know what these methods are.

51. Sections A to J in MOTION TO RECONSIDER are all points we are asking Judge Swanagan to modify in his final orders of December 17, 2025 and April 22, 2025. In the case that Judge Swanagan rules against this motion, we welcome this opportunity for Judge Swanagan to explain further any and all of the points A through J that we are raising in this MOTION TO RECONSIDER so that have as clear a record as possible on each of the issues raised here and we can respectfully perfect our right to appeal his decisions.

WHEREFORE, the Plaintiffs, PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, pray that the Court enter an Order GRANTING this MOTION TO RECONSIDER APRIL 22, 2005 FINAL ORDER BASED ON MISTAKES IN LAW, STRIKE OR MODIFY the courts APRIL 22, 2005 FINAL ORDER BASED ON MISTAKES IN LAW and grant any other relief the court deems appropriate.

Respectfully submitted, this 25th day of August 2025

By: /s/ Paul R. Dulberg
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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

1 Trial Handbook for Illinois Lawyers - Civil § 22:29 (8th ed.)

Trial Handbook for Illinois Lawyers - Civil | September 2023 Update
Robert S. Hunter^a, Hon. Mark A. Schuering (Ret.)^a, Julie Schuering Schuetz^{a2}

Chapter 22. The Burden of Proof and of Proving Specific Causes and Facts in Certain Cases

§ 22:29. Legal malpractice

Trial Strategy

Actions Against Attorneys for Professional Negligence, 14 Am. Jur. Trials 265

In any legal malpractice action, a plaintiff must plead the existence of a valid underlying cause of action. Four elements must be alleged and proven: (1) the existence of an attorney-client relationship that establishes a duty on the part of the attorney, (2) a negligent act or omission that breached that duty, (3) proximate cause that establishes that but for the attorney's negligence plaintiff would not have suffered an injury, and (4) damages. Because a plaintiff must establish that but for the attorney's negligence he would have been successful in the underlying action, he is required to prove a case within a case, that is, establish a prima facie case in the underlying action, and then prove it, in order to prove the legal malpractice case. This is required because of the damages element of the action. No malpractice exists unless counsel's negligence has resulted in the loss of an underlying action. *Sheppard v. Krol*, 218 Ill. App. 3d 254, 161 Ill. Dec. 85, 578 N.E.2d 212 (1st Dist. 1991).

When an attorney's negligence is alleged to have occurred during the representation of a client in the underlying action, and the underlying action never reached trial because of that negligence, the plaintiff is required to prove counsel's negligence was the proximate cause that resulted in the loss of the underlying action. If the underlying action remained actionable following the discharge of the former attorney, then the plaintiff can prove no set of facts that connect the defendant's conduct with damages sustained as a result of the defendant's negligence. *Cedeno v. Gumbiner*, 347 Ill. App. 3d 169, 282 Ill. Dec. 600, 806 N.E.2d 1188 (1st Dist. 2004).

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 the means of ordinary research techniques. Where there are successive negligent actors, the negligence of the second actor, under certain circumstances, may be deemed a superseding cause, relieving the original negligent actor of liability, as a matter of law. A former client's consultation with a new attorney, regarding possible representation in a wrongful death suit, did not constitute a superseding cause that relieved the former law firm of liability in legal malpractice action for providing client with wrong information concerning the statute of limitations when the firm terminated its representation, where the new attorney did not undertake any representation of the client and had no duty to inform client of the exact amount of time remaining on the limitations period. *Lopez v. Clifford Law Offices, P.C.*, 362 Ill. App. 3d 969, 299 Ill. Dec. 53, 841 N.E.2d 465 (1st Dist. 2005).

The injury in a legal malpractice action is not a personal injury, nor is it the attorney's negligent act itself. Rather, it is a pecuniary injury to an intangible property interest caused by the lawyer's negligent act or omission. The fact that an attorney may have breached his duty of care is not, in itself, sufficient to sustain the client's legal malpractice cause of action. Even if negligence on the part of the attorney is established, no action will lie against the attorney unless that negligence proximately caused damage to the client. The existence of actual damages is therefore essential to a viable cause of action for legal malpractice. Where the alleged legal malpractice involves litigation, no actionable claim exists unless the attorney's

negligence resulted in the loss of an underlying cause of action. If an underlying action never reached trial because of the attorney's negligence, the plaintiff in a legal malpractice action is required to prove that, but for the attorney's negligence, the plaintiff would have been successful in that underlying action. *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218, 305 Ill. Dec. 584, 856 N.E.2d 389 (2006).

In a legal malpractice action by a former wife against attorneys who represented her in a divorce action, the evidence was insufficient to establish that the former wife was damaged as a result of the attorneys' alleged failure to conduct proper discovery and to obtain an expert witness to value the former husband's interest in his law firm, where the attorney expert testifying for the attorneys stated that they did not breach their standard of care in not hiring such an expert, the former wife's expert admitted he had not reviewed the record of the divorce action, and the former wife failed to present any concrete evidence that she would have received more than the \$2.07 million in assets and the \$1,033,747 in a nonmodifiable maintenance that she agreed to accept in settlement of divorce action, after she terminated the attorneys and obtained substitute counsel, had she not settled out of court. *Weisman v. Schiller, Ducanto and Fleck, Ltd.*, 368 Ill. App. 3d 41, 306 Ill. Dec. 29, 856 N.E.2d 1124 (1st Dist. 2006).

A legal malpractice action filed before one plaintiff turned 18 and within six years of the date on which a second plaintiff reached the age of majority was timely filed as to those two plaintiffs but, unless some other tolling provision or exception applied, was untimely as to the remaining two plaintiffs, both of whom turned 18 more than six years before the action was filed. Fraudulent concealment is ground for tolling statutes of repose, including the statute of repose for legal malpractice. A fiduciary who is silent, and thus fails to fulfill his duty to disclose material facts concerning the existence of a cause of action, has fraudulently concealed that action, as would toll the statutes of limitations and repose, even without affirmative acts or representations. 735 ILCS 5/13-215; *DeLuna v. Burciaga*, 223 Ill. 2d 49, 306 Ill. Dec. 136, 857 N.E.2d 229 (2006).

Damages are not presumed in a legal malpractice case. The plaintiff bears the burden of proving that she suffered damages as a result of the attorney's negligence. In a legal malpractice action against the attorney who represented a minor's guardianship estate in the underlying medical malpractice action relating to injuries that the minor suffered at birth, which action alleged the attorney's failure to communicate to the guardian a \$1 million pretrial settlement offer by the defense in the underlying case, the estate was required to prove, for purposes of the proximate cause element of the legal malpractice claim, that in the underlying action the trial court would have approved the settlement on the minor's behalf. The failure of the attorney who represented the minor's guardianship estate in the underlying medical malpractice action relating to minor's injuries at birth, to inform the guardian of the \$1 million pretrial settlement offer before the attorney rejected the offer, was the proximate cause of the injury to the estate, as an element of the legal malpractice, because in the underlying action, the trial court would have approved of the pretrial settlement on the minor's behalf, where the settlement amount was adequate, in the light of weaknesses in the medical malpractice case, the adverse evidentiary rulings, the risk that the jury would find no medical malpractice, and the motivation of the minor's mother, which was "[n]ot the money" but rather to "go after the doctor so he couldn't do it to another baby." 755 ILCS 5/19-8. *First Nat. Bank of LaGrange v. Lowrey*, 375 Ill. App. 3d 181, 313 Ill. Dec. 464, 872 N.E.2d 447 (1st Dist. 2007).

To establish proximate cause in a legal malpractice action the plaintiff must essentially prove a case within a case, which means that but for the attorney's negligence, the plaintiff would have prevailed in the underlying action. Sufficient evidence in a client's legal malpractice action against her attorneys and the law firm that represented her, in a slip-and-fall lawsuit against her landlord, supported the conclusion that the client would not have prevailed in the slip-and-fall lawsuit, so as to support the jury's verdict in favor of the attorneys and the law firm, where the client did not know whether the gutters on her apartment building were leaking at the spot where she slipped on ice, either before or on the day of the accident, and such ice could have formed as a result of natural accumulation. *Orzel v. Szewczyk*, 391 Ill. App. 3d 283, 330 Ill. Dec. 381, 908 N.E.2d 569 (1st Dist. 2009).

To prove the proximate cause element in a legal malpractice action, the client must demonstrate that but for the attorney's negligence, it would have succeeded in the underlying lawsuit, which requires that the client litigate a case within a case. *Magnetek, Inc. v. Kirkland and Ellis, LLP*, 2011 IL App (1st) 101067, 352 Ill. Dec. 720, 954 N.E.2d 803 (App. Ct. 1st Dist. 2011).

In a legal malpractice action, a client is not considered "injured," as would trigger an accrual of a claim, unless and until he has suffered a loss for which monetary damages may be sought. Where an attorney's negligence allegedly occurred during

the attorney's representation of a client in an underlying litigation, the injury does not accrue and the statute of limitations does not begin to run on a claim for legal malpractice until the judgment or settlement or dismissal of the underlying action. Merely hiring new counsel to defend against the lawsuit challenging the attorney's legal advice and incurring fees does not, standing alone, trigger a cause of action for malpractice and an accrual of the limitations period for an action. A client's payment of attorney fees to new counsel in an underlying action in which a vendor to the clients' business sued clients for a breach of fiduciary duty did not constitute an "injury" that would trigger the accrual of the clients' action against the prior attorney and law firm for legal malpractice. Even though, at same time the trial court voiced its opinion that the prior attorney's representation constituted malpractice. At the time of payment of fees to new counsel, an underlying action had not yet ended adversely to the clients. [735 ILCS 5/13-214.3\(b\)](#). [Suburban Real Estate Services, Inc. v. Carlson](#), 2022 IL 126935, 456 Ill. Dec. 779, 193 N.E.3d 1187 (Ill. 2022).

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Footnotes

^{a0} *Formerly Circuit Judge of the Eighth Judicial Circuit of Illinois.*

^{a1} Member of the Illinois Bar. *Eighth Judicial Circuit of Illinois.*

^{a2} Member of the Illinois Bar.

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From: Paul Dulberg at Paul_Dulberg@comcast.net
Thomas Kost at tkost999@gmail.com

To: Scott Renfroe at srenfroe@iardc.org

Re: Thomas William Gooch, III in relation to Paul Dulberg No. 2023IN03895

August 22, 2025

Dulberg's reply to: "LTR - IBC Dulberg - Gooch 4919-1540-2334 v.1.pdf" dated August 12, 2025

Mr. Scott Renfroe, We would like this document submitted to those reviewing Gooch's actions.

A FURTHER RECORD OF HOW GOOCH (TOGETHER WITH CLINTON AND WILLIAMS AND TALARICO) INTENTIONALLY DESTROYED DULBERG'S CLAIMS IN 17LA377 AGAINST ACTUAL AND POTENTIAL DEFENDANTS

Thomas Gooch is the first of 3 law firms that represented Dulberg in case 17LA377. After Dulberg fired Gooch Dulberg retained the Clinton law firm. After the Clinton law firm resigned as counsel Dulberg retained Alphonse Talarico. The ARDC complaint filed against Gooch is available online at this link:

[2023-10-31_ARDC Complaint_THOMAS W GOOCH-SABINA WALCZYK.pdf](#)^a

In an attempt to rectify what Gooch and the Clinton Law Firm did to Dulberg, Dulberg filed case 22L010905.

We recently sent a reply email to ARDC Administrator Lea Gutierrez (attached to this letter as "Attachment 1"). The email contained a list of 4 documents filed in case 22L010905 which describe in detail what Talarico intentionally did to Dulberg during 22L010905, and which are reproduced here:

[2025-02-24_2022L010905_Dulberg Response to ADR Petition for fees with Exhibits-File Stamped.pdf](#)^b

[2025-03-17_COURT APPROVED SUPPLEMENT TO DULBERGS RESPONSE TO ADRS PETITION FOR AN AWARD OF ATTORNEYS FEES AND COSTS with Exhibits_File Stamped.pdf](#)^c

[2025-05-20_MOTION TO RECONSIDER APRIL 22 2025 FINAL ORDER BASED ON MISTAKES IN LAW_Exhibits-Filestamped.pdf](#)^d

[2025-07-11_DULBERGS RESPONSE TO TALARICOS MOTION TO UNSEAL with exhibits-FS 2025-07-14.pdf](#)^e

Around one year before submitting these documents we provided the ARDC with the same information that is in the court documents linked above (which describes what Talarico did to Dulberg in 22L010905) in the form of a video series sent to the ARDC and made available to the general public:^f

[The revenge of the network 1- Simplest frivolous lawsuit template.mp4](#)

[The revenge of the network 2- Setting the target up for sanctions and loss of home using frivolous lawsuit templates.mp4](#)

[The revenge of the network 3- Trapping target in single issue frivolous lawsuit dead end pathways as they desparately struggle to escape.mp4](#)

[The revenge of the network 4- Stripping claims against Baudins and Olsen using No Past No Future and Burial of troublesome issues.mp4](#)

[The revenge of the network 5- Why reverse engineering to pathway point of origin is essential.mp4](#)

[The revenge of the network 6- Talaricos Grand finale of sabotages.mp4](#)

[The revenge of the network 7- Discovery of forgeries and Judge-defendant friendship.mp4](#)

[The revenge of the network 8- Upstream, downstream and parallel sabotages.mp4](#)

[The revenge of the network 9- Downstream ambush and sabotage on ADR Systems pathway.mp4](#)

[The revenge of the network 10- The many ways we tried to raise issues of forgery and fraud on all pathways.mp4](#)

[The revenge of the network 11- Multi-sabotage of all appeal pathways.mp4](#)

Concerning the actions of Gooch in case 17LA377, the actions of all 3 law firms (Gooch, Clinton and Williams and Talarico) retained by Dulberg in 17LA377 are described in detail and were provided to the ARDC and to the general public in this video series: ^f

[Being targeted by an attorney network 1- Targeted by ones own retained attorneys.mp4](#)

[Being targeted by an attorney network 2- The network and the system.mp4](#)

[Being targeted by an attorney network 3- Legal malpractice system of protection.mp4](#)

[Being targeted by an attorney network 4- Simplest way to sabotage targets legal malpractice complaints.mp4](#)

[Being targeted by an attorney network 5- Networks of collaborating attorneys can be mapped.mp4](#)

[Being targeted by an attorney network 6- The escape hatch and cover stories.mp4](#)

[Being targeted by an attorney network 7- A system of suppression.mp4](#)

[Being targeted by an attorney network 8- Targeting emails.mp4](#)

[Being targeted by an attorney network 9- Burial of key evidence.mp4](#)

[Being targeted by an attorney network 10- Reverse engineering the system of suppression.mp4](#)

[Being targeted by an attorney network 11- How the target receives Bates numbered documents.mp4](#)

[Being targeted by an attorney network 12- Decoys to lock out key evidence and finish the victim off.mp4](#)

[Being targeted by an attorney network 13- Hoarding and sitting on key evidence and evidence of fraud.mp4](#)

[Being targeted by an attorney network 14- The legal malpractice team targeting a client.mp4](#)

Additionally, the ways by which Talarico intentionally destroyed Dulberg's attempts to appeal both 17LA377 and 22L010905 decisions was provided to the ARDC and to the general public in this video series: ^f

[The steering of any appeal into a ditch 1- Using unequal knowledge to quickly finish off permanently disabled target.mp4](#)

[The steering of any appeal into a ditch 2- Setting up target to loose race against time.mp4](#)

[The steering of any appeal into a ditch 3- Talarico becomes the new decoy to distract from the network and system.mp4](#)

[The steering of any appeal into a ditch 4- Talarico Higher Court sabotage maps.mp4](#)

Even though all this information was provided to the ARDC, on January 14, 2025 the ARDC wrote a [2 page final decision](#)^g which claimed that Talarico did nothing wrong in cases 17LA377 and 22L010905 and which basically walked around and ignored our evidence which document Talarico's actions.

Talarico was Dulberg's only retained attorney for 22L010905 and Talarico was Dulberg's third and final retained attorney for 17LA377. Yet Talarico was found to do nothing wrong by the ARDC in both cases.

A SIMPLE WAY TO SEE HOW GOOCH (AND CLINTON AND WILLIAMS AND TALARICO) TARGETED DULBERG IN CASE 17LA377

Beginning on the next page of this pdf and extending 3 pages (on pages 4, 5 and 6) a key secondary legal source “Trial Handbook for Illinois Lawyers” Chapter 22 Section 29 is reproduced, but we have added red, blue, purple and green underlines to highlight certain key statements. “Trial Handbook for Illinois Lawyers” (8th edition), has been available since 1964 and is a key secondary source which is available through Westlaw. The section on attorney professional misconduct is only 3 pages long. It is not credible that Gooch and Clinton and Williams and Talarico were not aware of the contents of “Trial Handbook for Illinois Lawyers” since it has been available to them probably during their entire careers as Illinois lawyers.

The underlined statements on pages 4, 5 and 6 help us clearly see how Gooch (and Clinton and Williams) intentionally targeted Dulberg.

The statements underlined in **red** go to the heart of the requirements for legal sufficiency for a legal malpractice claim in Illinois.

The statements underlined in **blue** go to the heart of how to calculate the Statute of Limitations in a legal malpractice case in Illinois.

The statement underlined in **green** describes actions which are considered to be prima facie professional misconduct by an attorney in Illinois.

The statements underlined in **purple** describe conditions under which an attorney may not liable for negligent actions they commit toward their client in Illinois.

Gooch targeted his client Dulberg by intentionally filing complaints in case 17LA377 that were not legally sufficient according to the minimum standards described in the statements underlined in **red**. Gooch also intentionally misadvised his client Dulberg how to calculate the Statute of Limitations by deliberately misinterpreting the statements underlined in **blue**.

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1 Trial Handbook for Illinois Lawyers - Civil § 22:29 (8th ed.)

Trial Handbook for Illinois Lawyers - Civil | September 2023 Update
Robert S. Hunter^a, Hon. Mark A. Schuering (Ret.)^a, Julie Schuering Schuetz^a

Chapter 22. The Burden of Proof and of Proving Specific Causes and Facts in Certain Cases

§ 22:29. Legal malpractice

Trial Strategy

Actions Against Attorneys for Professional Negligence, 14 Am. Jur. Trials 265

In any legal malpractice action, a plaintiff must plead the existence of a valid underlying cause of action. Four elements must be alleged and proven: (1) the existence of an attorney-client relationship that establishes a duty on the part of the attorney, (2) a negligent act or omission that breached that duty, (3) proximate cause that establishes that but for the attorney's negligence plaintiff would not have suffered an injury, and (4) damages. Because a plaintiff must establish that but for the attorney's negligence he would have been successful in the underlying action, he is required to prove a case within a case, that is, establish a prima facie case in the underlying action, and then prove it, in order to prove the legal malpractice case. This is required because of the damages element of the action. No malpractice exists unless counsel's negligence has resulted in the loss of an underlying action. *Sheppard v. Krol*, 218 Ill. App. 3d 254, 161 Ill. Dec. 85, 578 N.E.2d 212 (1st Dist. 1991).

When an attorney's negligence is alleged to have occurred during the representation of a client in the underlying action, and the underlying action never reached trial because of that negligence, the plaintiff is required to prove counsel's negligence was the proximate cause that resulted in the loss of the underlying action. If the underlying action remained actionable following the discharge of the former attorney, then the plaintiff can prove no set of facts that connect the defendant's conduct with damages sustained as a result of the defendant's negligence. *Cedeno v. Gumbiner*, 347 Ill. App. 3d 169, 282 Ill. Dec. 600, 806 N.E.2d 1188 (1st Dist. 2004).

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 the means of ordinary research techniques. Where there are successive negligent actors, the negligence of the second actor, under certain circumstances, may be deemed a superseding cause, relieving the original negligent actor of liability, as a matter of law. A former client's consultation with a new attorney, regarding possible representation in a wrongful death suit, did not constitute a superseding cause that relieved the former law firm of liability in legal malpractice action for providing client with wrong information concerning the statute of limitations when the firm terminated its representation, where the new attorney did not undertake any representation of the client and had no duty to inform client of the exact amount of time remaining on the limitations period. *Lopez v. Clifford Law Offices, P.C.*, 362 Ill. App. 3d 969, 299 Ill. Dec. 53, 841 N.E.2d 465 (1st Dist. 2005).

The injury in a legal malpractice action is not a personal injury, nor is it the attorney's negligent act itself. Rather, it is a pecuniary injury to an intangible property interest caused by the lawyer's negligent act or omission. The fact that an attorney may have breached his duty of care is not, in itself, sufficient to sustain the client's legal malpractice cause of action. Even if negligence on the part of the attorney is established, no action will lie against the attorney unless that negligence proximately caused damage to the client. The existence of actual damages is therefore essential to a viable cause of action for legal malpractice. Where the alleged legal malpractice involves litigation, no actionable claim exists unless the attorney's

negligence resulted in the loss of an underlying cause of action. If an underlying action never reached trial because of the attorney's negligence, the plaintiff in a legal malpractice action is required to prove that, but for the attorney's negligence, the plaintiff would have been successful in that underlying action. *Tri-G, Inc. v. Burke, Bosselman & Weaver*, 222 Ill. 2d 218, 305 Ill. Dec. 584, 856 N.E.2d 389 (2006).

In a legal malpractice action by a former wife against attorneys who represented her in a divorce action, the evidence was insufficient to establish that the former wife was damaged as a result of the attorneys' alleged failure to conduct proper discovery and to obtain an expert witness to value the former husband's interest in his law firm, where the attorney expert testifying for the attorneys stated that they did not breach their standard of care in not hiring such an expert, the former wife's expert admitted he had not reviewed the record of the divorce action, and the former wife failed to present any concrete evidence that she would have received more than the \$2.07 million in assets and the \$1,033,747 in a nonmodifiable maintenance that she agreed to accept in settlement of divorce action, after she terminated the attorneys and obtained substitute counsel, had she not settled out of court. *Weisman v. Schiller, Ducanto and Fleck, Ltd.*, 368 Ill. App. 3d 41, 306 Ill. Dec. 29, 856 N.E.2d 1124 (1st Dist. 2006).

A legal malpractice action filed before one plaintiff turned 18 and within six years of the date on which a second plaintiff reached the age of majority was timely filed as to those two plaintiffs but, unless some other tolling provision or exception applied, was untimely as to the remaining two plaintiffs, both of whom turned 18 more than six years before the action was filed. Fraudulent concealment is ground for tolling statutes of repose, including the statute of repose for legal malpractice. A fiduciary who is silent, and thus fails to fulfill his duty to disclose material facts concerning the existence of a cause of action, has fraudulently concealed that action, as would toll the statutes of limitations and repose, even without affirmative acts or representations. 735 ILCS 5/13-215; *DeLuna v. Burciaga*, 223 Ill. 2d 49, 306 Ill. Dec. 136, 857 N.E.2d 229 (2006).

Damages are not presumed in a legal malpractice case. The plaintiff bears the burden of proving that she suffered damages as a result of the attorney's negligence. In a legal malpractice action against the attorney who represented a minor's guardianship estate in the underlying medical malpractice action relating to injuries that the minor suffered at birth, which action alleged the attorney's failure to communicate to the guardian a \$1 million pretrial settlement offer by the defense in the underlying case, the estate was required to prove, for purposes of the proximate cause element of the legal malpractice claim, that in the underlying action the trial court would have approved the settlement on the minor's behalf. The failure of the attorney who represented the minor's guardianship estate in the underlying medical malpractice action relating to minor's injuries at birth, to inform the guardian of the \$1 million pretrial settlement offer before the attorney rejected the offer, was the proximate cause of the injury to the estate, as an element of the legal malpractice, because in the underlying action, the trial court would have approved of the pretrial settlement on the minor's behalf, where the settlement amount was adequate, in the light of weaknesses in the medical malpractice case, the adverse evidentiary rulings, the risk that the jury would find no medical malpractice, and the motivation of the minor's mother, which was "[n]ot the money" but rather to "go after the doctor so he couldn't do it to another baby." 755 ILCS 5/19-8. *First Nat. Bank of LaGrange v. Lowrey*, 375 Ill. App. 3d 181, 313 Ill. Dec. 464, 872 N.E.2d 447 (1st Dist. 2007).

To establish proximate cause in a legal malpractice action the plaintiff must essentially prove a case within a case, which means that but for the attorney's negligence, the plaintiff would have prevailed in the underlying action. Sufficient evidence in a client's legal malpractice action against her attorneys and the law firm that represented her, in a slip-and-fall lawsuit against her landlord, supported the conclusion that the client would not have prevailed in the slip-and-fall lawsuit, so as to support the jury's verdict in favor of the attorneys and the law firm, where the client did not know whether the gutters on her apartment building were leaking at the spot where she slipped on ice, either before or on the day of the accident, and such ice could have formed as a result of natural accumulation. *Orzel v. Szewczyk*, 391 Ill. App. 3d 283, 330 Ill. Dec. 381, 908 N.E.2d 569 (1st Dist. 2009).

To prove the proximate cause element in a legal malpractice action, the client must demonstrate that but for the attorney's negligence, it would have succeeded in the underlying lawsuit, which requires that the client litigate a case within a case. *Magnetek, Inc. v. Kirkland and Ellis, LLP*, 2011 IL App (1st) 101067, 352 Ill. Dec. 720, 954 N.E.2d 803 (App. Ct. 1st Dist. 2011).

In a legal malpractice action, a client is not considered "injured," as would trigger an accrual of a claim, unless and until he has suffered a loss for which monetary damages may be sought. Where an attorney's negligence allegedly occurred during

the attorney's representation of a client in an underlying litigation, the injury does not accrue and the statute of limitations does not begin to run on a claim for legal malpractice until the judgment or settlement or dismissal of the underlying action. Merely hiring new counsel to defend against the lawsuit challenging the attorney's legal advice and incurring fees does not, standing alone, trigger a cause of action for malpractice and an accrual of the limitations period for an action. A client's payment of attorney fees to new counsel in an underlying action in which a vendor to the clients' business sued clients for a breach of fiduciary duty did not constitute an "injury" that would trigger the accrual of the clients' action against the prior attorney and law firm for legal malpractice. Even though, at same time the trial court voiced its opinion that the prior attorney's representation constituted malpractice. At the time of payment of fees to new counsel, an underlying action had not yet ended adversely to the clients. [735 ILCS 5/13-214.3\(b\)](#). [Suburban Real Estate Services, Inc. v. Carlson](#), 2022 IL 126935, 456 Ill. Dec. 779, 193 N.E.3d 1187 (Ill. 2022).

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Footnotes

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^{a1} Member of the Illinois Bar. *Eighth Judicial Circuit of Illinois.*

^{a2} Member of the Illinois Bar.

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Gooch knowingly and intentionally wrote the 17LA377 Complaint and Amended Complaint to fail the minimum standard for legal sufficiency described in the statements underlined in **red**. Gooch knowingly and intentionally refused to write a complaint on Dulberg's behalf that would be legally sufficient and could therefore be accepted by the court.

Gooch also knowingly and intentionally misinformed Dulberg how to calculate the Statute of Limitations by deliberately misrepresenting statements underlined in **blue** to his client. In fact, case 17LA377 was ultimately dismissed on a Motion for Summary Judgement using the same intentionally misrepresented calculation of the Statute of Limitations that both Gooch and Clinton and Williams intentionally placed in Dulberg's filed complaints.

The statement underlined in **green** gives a clear and concise description of what Gooch did to Dulberg and is reproduced below:

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 the means of ordinary research techniques.

When Gooch knowingly and intentionally filed both the Complaint and Amended Complaint that was legally insufficient while insisting to Dulberg that the complaints were legally sufficient, Gooch committed willful and wanton prima facie professional misconduct because Gooch intentionally misadvised Dulberg, his client, on a settled point of law that could be looked up by the means of ordinary research techniques.

And when Gooch knowingly and intentionally misinformed Dulberg how to calculate the Statute of Limitations, Gooch once again committed willful and wanton prima facie professional misconduct because Gooch was intentionally misadvising Dulberg, his client, on a settled point of law that could be looked up by the means of ordinary research techniques.

When Clinton and Williams also knowingly and intentionally misinformed Dulberg how to calculate the Statute of Limitations, Clinton and Williams also committed willful and wanton prima facie professional misconduct because Clinton and Williams were intentionally misadvising Dulberg, their client, on a settled point of law that could be looked up by the means of ordinary research techniques.

On the next page a Table named "LOCKED-IN HIDDEN STRATEGY IN 17LA377" is placed in order to help show the reader the underlying hidden strategy that Gooch, and then Clinton and Williams, and then Talarico followed in succession to intentionally destroy Dulbergs claims against actual and potential defendants in 17LA377.

LOCKED-IN HIDDEN STRATEGY IN 17LA377

	GOOCH-WALCZYK	CLINTON-WILLIAMS	TALARICO
1) Mess up red (in this source)	X		
2) Mess up blue (in this source)	X	X	
3) Avoid green (bankruptcy)	X	X	X
4) Avoid defendant Gagnon's admission of negligence for Dulberg's injury	X	X	X
5) Single issue, single defendant claim (McGuire settlement, Mast)	X	X	X
6) Bury key evidence around single issue (Tilschner v Spangler here and here and here)	X	X	X
7) Plant statements on record purportedly made by Dulberg (here and here and here)	X	X	X

In reaction to Dulberg informing Clinton-Williams of “overwhelming” and “smoking gun” evidence of intentional tort on July 8, 2019:

	CLINTON-WILLIAMS	TALARICO
8) Bury evidence of intentional tort around single issue (here)	X	X

In reaction to Talarico informing Dulberg that presiding Judge Meyer (who was also presiding Judge in underlying case 12LA178) was personal friends with defendant Popovich:

	TALARICO
9) Bury evidence of friendship between presiding Judge and defendant Popovich	X

In reaction to discovering forged signatures:

	TALARICO
10) Bury evidence of forgeries and evidence that at least 9 out of 10 depositions have no valid certification pages	X

In reaction to being informed of the sophisticated system of document and information suppression used by Clinton-Williams to target Dulberg and collaboration with opposing counsel:

	TALARICO
11) Bury evidence of a sophisticated system of document and information suppression used by Clinton-Williams against Dulberg and collaboration with opposing counsel Flynn	X

The pattern of “X” marks in the Table “LOCKED-IN HIDDEN STRATEGY IN 17LA377” reveals a planned strategy through 3 successive law firms retained by Dulberg to systematically and deliberately destroy Dulberg’s claims against all actual and potential defendants in 17LA377 while the law firms conceal their actions and shield themselves from liability for deliberately targeting their client Dulberg.

When Dulberg attempted to raise issues concerning underlying cases 12LA178 and BK 14-83578 by filing case 22L010905, Talarico systematically and methodically destroyed all claims against actual and potential defendants in case 22L010905 as is described in court documents listed and linked earlier (on page 1).

The process of destroying Dulberg’s claims in 17LA377 began with Gooch, who intentionally misrepresented the statements in “Trial Handbook for Illinois Lawyers” chapter 29, section 22 underlined in **red** (about legal sufficiency) and underlined in **blue** (about calculating Statute of Limitations) to Dulberg. This is how Gooch intentionally guaranteed that the 17LA377 Complaint and First Amended Complaint would both be rejected by the court for being legally insufficient. Gooch never filed (intentionally refused to file) a legally sufficient complaint on behalf of Dulberg.

The process continued through Clinton and Williams, who intentionally continued and extended Gooch’s original intentional misrepresentation of the statements in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 underlined in **blue** (about calculating Statute of Limitations) when filing the Second Amended Complaint. The Second Amended Complaint was accepted by the court because Clinton and Williams addressed the statements underlined in **red** (concerning legal sufficiency) but the Second Amended Complaint was intentionally crafted by Clinton and Williams with the same misrepresentation of the statements underlined in **blue** (of how to calculate statute of limitations) that Gooch placed in the original Complaint and the First Amended Complaint.

The ARDC was provided with [Table 4a and Table 4b^h](#) in our ARDC complaint against Gooch (linkable from page 1 of the ARDC complaint), which contains all statements by both Gooch and Clinton and Williams in the Complaint, First Amended Complaint and Second Amended Complaint on how Gooch, Clinton and Williams determined the calculation of Statute of Limitations in 17LA377.

In fact, case 17LA377 was ultimately dismissed on a Motion for Summary Judgement using the same intentionally misrepresented calculation of the Statute of Limitations that both Gooch and Clinton and Williams intentionally placed in Dulberg’s filed complaints. The ARDC was provided with [Table 7ⁱ](#) in our ARDC complaint against Gooch (linkable from page 1 of the ARDC complaint), which contains all statements by the presiding Judge Thomas Meyer (who presided over both 17LA377 and underlying case 12LA178), Judge Joel Berg (who presided in case 17LA377 for only 1 day to issue the final order granting the Summary Judgment and dismissing the case) and opposing counsel Flynn on how to calculate the Statute of Limitations in case 17LA377.

And on November 1, 2023 (in their [response to the ARDC complaint against them^j](#)) Clinton and Williams again cited the same intentionally deceptive and incorrect legal theory about calculating the Statute of Limitations in 17LA377, this time to the ARDC and the Illinois Supreme Court.

And amazingly, the ARDC investigator who made the final decision concerning the ARDC complaint we filed against Clinton and Williams simply repeated the same legal theory of how to calculate the Statute of Limitations in 17LA377 that Gooch and Clinton and Williams intentionally placed in the 17LA377 court record for the purpose of destroying any claims Dulberg had against any actual or potential defendants.

After we submitted an [ARDC Complaint against Clinton and Williams^k](#) as a 143 page set of claims backed by over 34 Gigabytes of exhibits and supporting evidence (via a thumbdrive and direct links online), we received a [final response from the ARDC concerning Clinton and Williams^l](#) that walked around and ignored most every claim we made to the ARDC (which are clearly visible on page 1 of the complaint). Of the single issue the final decision addressed (which is section 2A of the complaint on bankruptcy), the letter misstated the following 7

facts about Dulberg's bankruptcy:

- 1) Moved bankruptcy filing date up about 22 months
- 2) 'Deleted' bankruptcy trustee Heeg and invented the term "the trustee" to refer only to trustee Joseph Olsen.
- 3) Claimed Dulberg gave consent to binding mediation
- 4) Ignored fact that defendant Gagnon admitting negligence for Dulberg's injury as early as March, 2013
- 5) Ignored Dulberg's status as sole residual beneficiary of the bankruptcy estate since all creditors were paid in full
- 6) All inherited actions (at least 9 out of 10 depositions in underlying case 12LA178 have no valid certification page or forgeries of court reporter signatures attached, burial of key evidence, ect)
- 7) Ignored reason Dulberg declared bankruptcy

The ARDC investigator cited a provably incorrect legal theory (concerning the statements underlined in [blue](#) on pages 4, 5 and 6) when making a final decision concerning any claim against the actions of Clinton and Williams carrying the authority of the Illinois Supreme Court. They also walked around and ignored most every issue we raised in our ARDC Complaint while only focusing on section 2A (concerning bankruptcy) of our claims, and then they misrepresented the listed 7 features of bankruptcy and used a provably incorrect Statue of Limitations legal theory (when compared to the statements underlined in [blue](#) on pages 4, 5 and 6). Using this reasoning, the ARDC decided Clinton and Williams did nothing wrong in 17LA377.

Concerning items 3, 4, and 5 listed in the Table "LOCKED-IN HIDDEN STRATEGY IN 17LA377", the very purpose of filing 22L010905 was to raise these issues (concernng the forced Gagnon settlement, the \$300,000 "upper cap" placed on the settlement and what happened in bankruptcy) that were being ignored in 17LA377.

We provided evidence for the many acts of willful and wanton prima facie professional misconduct committed by Talarico against Dulberg in 22L010905 in our [February 24, 2025 submission^b](#) and [March 17, 2025 submission^c](#) and [May 20, 2025 submission^d](#) to the court in case 22L010905. These acts took place over 3 successive time periods over about 30 months and included at least 5 separate, unique and identifiable stages of intentional lying by our retained attorney Talarico.

5 separate and distinct acts of sabotage were necessary for Talarico to secure a sanctions punishment against his permanently disabled client in 22L010905. Talarico had to: (1) Establish "breach of contract" claims, (2) refuse to file the Amended Complaint written by his clients and given to him, (3) establish a sanctions claim, (4) secure the sanctions claim and (5) destroy any appeal attempt.

That is what Talarico intentionally did to Dulberg when he tried to raise any claim about what happened to him during bankruptcy and the forced Gagnon settlement in 12LA178 and BK 14-83578.

Just as Gooch was the first of 3 law firms to intentionally destroy any claims Dulberg had against actual and potential defendants in 17LA377, so Talarico was the law firm to intentionally destroy any claims Dulberg had against actual and potential defendants in 22L010905.

Item 6 in the Table "LOCKED-IN HIDDEN STRATEGY IN 17LA377", the burial of key evidence, is examined later in this document (on page 19).

Item 7 in the Table "LOCKED-IN HIDDEN STRATEGY IN 17LA377" is "place statements on the record purportedly made by Dulberg" and linked examples are given. The ARDC was provided with [Table 3^m](#) in our ARDC complaint against Gooch (linkable from page 1 of the ARDC complaint), which contains 5 factually untrue statements of how a \$300,000 "upper cap" came to be placed on Dulberg's claims against Gagnon from June 13, 2016 to August 11, 2016 (Gagnon already admitted negligence for Dulberg's chainsaw injury as early as March, 2013).

All 5 statements in [Table 3^m](#) were made by Gooch and Clinton and Williams (on Dulberg's behalf) and placed in the 17LA377 common law record to be deliberately contrary to fact. Gooch and Clinton and Williams must have known that the \$300, 000 "upper cap" was placed on Dulberg's claim against Gagnon from June 13, 2016 to August 11, 2016 by Allstate and the Baudins in front of Judge Meyer in 12LA178 because the placement is

clearly described in 12LA178 court transcripts and because Dulberg informed Gooch and Clinton and Williams repeatedly that Dulberg never signed the binding mediation agreement and refused to ever agree to participate in any binding mediation process. The ARDC was also provided with the June 13, 2016 to August 11, 2016 transcript quotes and transcripts (as exhibits) in our [ARDC Complaint against Gooch](#) and our [ARDC Complaint against the Baudins](#) and our [ARDC Complaint against Clinton and Williams](#).

HOW GOOCH AND CLINTON AND WILLIAMS AND TALARICO CAN GET AWAY WITH INTENTIONALLY DESTROYING DULBERG’S CLAIMS IN CASES 17LA377 AND 22L010905

The statements in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 underlined in **purple** are reproduced below:

“If the underlying action remained actionable following the discharge of the former attorney, then the plaintiff can prove no set of facts that connect the defendant’s conduct with damages sustained as a result of the defendant’s negligence”.

and:

“When there are successive negligent actors, the negligence of the second actor, under certain circumstances, may be deemed a superseding cause, relieving the original negligent actor of liability, as a matter of law.”

Those who intentionally planned the strategy shown by the pattern of “x” marks in the Table “LOCKED-IN HIDDEN STRATEGY IN 17LA377” (on page 8) most probably knowingly planned to use the statements in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 underlined in **purple** (in the above quotes) and related case laws to evade any legal consequences for what they did to Dulberg. They could claim:

“Dulberg had separate legal counsel who represented him after we withdrew.”

“If there had been legal malpractice, then Dulberg had counsel who could have advised him of his rights, with the applicable statute of limitations.”

Talarico is currently preparing to use the same ARDC [2 page final decision](#) concerning Talarico’s actions in cases 17LA377 and 22L010905 to claim Talarico has no responsibility for the sanctioned acts that he deliberately caused in 22L010905. Talarico will probably use case law reproduced below to claim Talarico bears no responsibility for the sanctions in case 22L010905 that he deliberately caused:

1. *Metzger v. Brotman, 2021 IL App (1st) 201218* states:

“...it is undisputed that in Illinois, our supreme court has the inherent power to discipline attorneys who have been admitted to practice before it. Skolnick, 191 Ill. 2d at 229. Illinois treats attorney discipline as an exclusively judicial function under the Illinois Constitution’s separation of powers clause. In re Day, 181 Ill. 73, 96 (1899). The court, in turn, has delegated the authority to investigate and prosecute claims of attorney misconduct to the ARDC. Skolnick, 191 Ill. 2d at 229. The ARDC’s duties, structure, and authority derive exclusively from rules of the Illinois Supreme Court, and the ARDC is not a state agency. Chicago Bar Ass’n v. Cronson, 183 Ill. App. 3d 710, 720 (1989). Moreover, the ARDC and its various officers serve only as agents of the supreme court in administering the disciplinary functions that have been delegated to them. In re Mitani, 75 Ill. 2d 118, 123-24 (1979). Attorney disciplinary proceedings are conducted by the ARDC completely separate and apart from judicial proceedings in which the alleged attorney misconduct occurred (Reed Yates Farms, Inc. v. Yates, 172 Ill. App. 3d 519, 530 (1988)), and any sanctions based on alleged professional misconduct must be addressed by the ARDC and not by the trial court (Schnack v. Crumley, 103 Ill. App. 3d 1000, 1007 (1982)). Additionally, recommendations made by the ARDC’s hearing board are merely advisory, and the supreme court retains the ultimate responsibility for imposing discipline on attorneys. In re Mulroe, 2011 IL 111378, ¶ 25. Courts other than the supreme court may adjudicate matters touching on attorney discipline only when acting as agents of the supreme court upon direct order of that court. Lustig v. Horn, 315 Ill. App. 3d 319, 328 (2000) (citing Ettinger v. Rolewick, 140 Ill. App. 3d 295 (1986)).”

Exactly like Talarico is currently claiming in 22L010905 (concerning a frivolous lawsuit sanction that has been ordered against Talarico and Dulberg on December 17, 2024 and April 22, 2025), that Talarico is not responsible for any harm done because Talarico was dismissed from an ARDC complaint against him in a 2 page letter from the ARDC, so both Clinton and Williams (and later Gooch) could also claim that they, too, have no liability for anything they did to Dulberg if Dulberg attempts to file an Illinois state or federal claim against them.

Clinton and Williams (who were both dismissed from the ARDC complaints against them already) can also use the letters they now have from ARDC investigators (which act as final decisions carrying the authority of the

Illinois Supreme Court) to claim they have no responsibility for anything they did to Dulberg because they were “already investigated” concerning the same charges and were found by the ARDC (and therefore the Illinois Supreme Court) to have done nothing wrong.

ALL OF OUR STATED CLAIMS AGAINST GOOCH, CLINTON AND WILLIAMS AND TALARICO ARE SUPPORTED BY EVIDENCE

To be as clear in our stated position as we possibly can be, we provided the ARDC and the general public with explanations backed by evidence as to why the ARDC final decisions regarding Popovich and Mast (of the underlying case) and Clinton and Williams contained multiple errors and omissions in the following video series: ^f

[Illinois response to being informed of attorney network 1- Rebuttal of ARDC decision regarding Popovich and Mast.mp4](#)

[Illinois response to being informed of attorney network 2- Rebuttal of ARDC decision regarding Clinton-Williams.mp4](#)

[Illinois response to being informed of attorney network 3- Rebuttal of ARDC decision regarding Flynn et al complaints Part 1.mp4](#)

[Illinois response to being informed of attorney network 4- Rebuttal of ARDC decision regarding Flynn et al complaints Part 2.mp4](#)

[Illinois response to being informed of attorney network 5- No fraud or collaboration of opposing counsels is acknowledged to exist by ARDC.mp4](#)

[Illinois response to being informed of attorney network 6- Another way to interpret entirety of ARDC logic.mp4](#)

[Illinois response to being informed of attorney network 7- Legal malpractice system of protection possibly under ARDC stand down protection.mp4](#)

[Illinois response to being informed of attorney network 8- Attorneys pile on while ARDC stands down a win-win for all but the victim.mp4](#)

[Illinois response to being informed of attorney network 9- Lady Justice blind to Magicians of ignorance bleeding out a victim.mp4](#)

[Illinois response to being informed of attorney network 10- Walking around the chronological record and word replacement.mp4](#)

[Illinois response to being informed of attorney network 11- Why we began to make video records of events.mp4](#)

[Illinois response to being informed of attorney network 12- Valid questions of accident or intentionality.mp4](#)

[Illinois response to being informed of attorney network 13- The chronological record is a life raft.mp4](#)

To be as clear in our stated position as we can possibly be on the many ways which Talarico intentionally lied to the ARDC (and by extension the Illinois Supreme Court) in Talarico’s Response to the ARDC complaint we filed against him, we sent the following video explanations supported by exhibits to the ARDC and made the same available to the general public: ^f

[Illinois response to being informed of attorney network 14- Overview of Talarico response.mp4](#)

[Illinois response to being informed of attorney network 15- The 2 theories and writing your own passport.mp4](#)

[Illinois response to being informed of attorney network 16- Using timelines and communications records to spot logical poverty.mp4](#)

[Illinois response to being informed of attorney network 17- Theory 2 word replacement and passports and a new emerging reality consensus.mp4](#)

[Illinois response to being informed of attorney network 18- Using timelines and communications records to spot](#)

[more logical poverty and the sadness of the system.mp4](#)

[Illinois response to being informed of attorney network 19- Using timelines and communications records to spot more logical poverty.mp4](#)

[Illinois response to being informed of attorney network 20- Its all in Dulbergs mind.mp4](#)

[Illinois response to being informed of attorney network 21- Fact-find then flip into opposite then run.mp4](#)

[Illinois response to being informed of attorney network 22- Talarico fees compared to Talarico work product.mp4](#)

[Illinois response to being informed of attorney network 23- A clear explanation that anyone can understand.mp4](#)

There is no doubt that we explained to the ARDC in the videos linked above that the Baudins intentionally lied in their ARDC Response systematically and methodically. We also document much of the same deliberate lying to the ARDC (and by extension the Illinois Supreme Court) by Talarico in Sections A and B of this submission filed in 22L010905:

[2025-07-11_DULBERGS RESPONSE TO TALARICOS MOTION TO UNSEAL with exhibits-FS 2025-07-14.pdf^e](#)

To be as clear in our stated position concerning how the Baudins intentionally lied to the ARDC (and by extension the Illinois Supreme Court) in their Response to the ARDC complaint we filed against them as we can possibly be, we sent the following video explanations supported by exhibits to the ARDC and made the same available to the general public: ^f

[Illinois response to being informed of attorney network 24- Baudin ARDC response is intentionally engineered to deceive the reader.mp4](#)

[Illinois response to being informed of attorney network 25- Baudins intentionally delete trustee Heeg and invent sole trustee Olsen.mp4](#)

[Illinois response to being informed of attorney network 26- 7 intentional deceptions the Baudins make to the Illinois Supreme Court.mp4](#)

[Illinois response to being informed of attorney network 27-Evidence of collaboration between Talarico and Baudins to sabotage Dulbergs complaint filed on 12-8-2022.mp4](#)

[Illinois response to being informed of attorney network 28- Evidence Talarico allowed opposing parties to edit complaint before filing complaint on 12-8-2022.mp4](#)

There is no doubt that we explained to the ARDC in the videos linked above that the Baudins intentionally lied in their ARDC Response systematically and methodically.

We later realized that the [ARDC final decision concerning Clinton and Williams](#) that contained the 7 mistakes concerning bankruptcy was issued on February 27, 2024, which is **over 3 months before** the Baudins wrote their response to the ARDC (on June 7, 2024) in which the Baudins intentionally lied to the ARDC about the exact same 7 features. ARDC then based their final decision dismissing all claims against Clinton and Williams on the 7 bankruptcy misstatements and by walking around and ignoring all the other issues we raised in our complaint against Clinton and Williams (which are very visible on page 1 of the complaint).

To be as clear in our stated position concerning Gooch's Response to the ARDC complaint against him as we possibly can be, we sent the following video Reply (supported by exhibits) to Gooch's Response to the ARDC and made the same information available to the general public: ^f

[Illinois response to being informed of attorney network 29- Looking at all attorney ARDC responses together.mp4](#)

[Illinois response to being informed of attorney network 30- Discovering larger patterns in all attorney ARDC responses taken together.mp4](#)

[Illinois response to being informed of attorney network 31- Everyone messing up statements underlined in blue together.mp4](#)

[Illinois response to being informed of attorney network 32- How everyone interprets bankruptcy issues seen as a whole.mp4](#)

[Illinois response to being informed of attorney network 33- 7 important features moving through the whole system of information.mp4](#)

[Illinois response to being informed of attorney network 34- Locked-in hidden strategies of the network and the system.mp4](#)

[Illinois response to being informed of attorney network 35- How Gooch locks in the hidden strategy and isolates the permanently disabled target.mp4](#)

[Illinois response to being informed of attorney network 36- How Gooch locks in the hidden strategy and isolates the permanently disabled target continued.mp4](#)

And to be as clear in our stated position as we possibly can be about the many errors and omissions and the patterns of omissions in each and every ARDC final conclusion related to each and every ARDC complaint we have filed to date, we sent the following video explanations supported by exhibits to the ARDC and made the same available to the general public: ^f

[Illinois response to being informed of attorney network 37- Table of all attorney and ARDC responses.mp4](#)

[Illinois response to being informed of attorney network 38- Extreme features of the Table of all attorney and ARDC responses.mp4](#)

[Illinois response to being informed of attorney network 39- A system of walking around and bypassing information.mp4](#)

[Illinois response to being informed of attorney network 40- How an alternative reality is established to defend the attorney network.mp4](#)

[Illinois response to being informed of attorney network 41- Underlying patterns in all attorney and ARDC responses to date.mp4](#)

[Illinois response to being informed of attorney network 42- Straw Man argument format of all ARDC final decisions.mp4](#)

[Illinois response to being informed of attorney network 43- Overlays as toolsets to track attorney deception.mp4](#)

[Illinois response to being informed of attorney network 44- Twenty overlays show how attorney networks manipulate the chronological record together.mp4](#)

[Illinois response to being informed of attorney network 45- Mapping coordinated webs of lies and omissions by networks of attorneys.mp4](#)

[Illinois response to being informed of attorney network 46- Rules of the Legal Mouse Trap.mp4](#)

[Illinois response to being informed of attorney network 47- At least Dred Scott was given a reason why.mp4](#)

We have made available to the ARDC and to the general public around 100 videos which explain how a network of Illinois attorneys targeted Dulberg in underlying cases 12LA178 and BK 14-83578 and in cases 17LA377 and 22L010905 at this link: www.fraudonthecourt.net/video

We support all claims we make with over 34 Gygabytes of exhibits which we have made available to the ARDC (as a thumbdrive and online) and to the general public at this link: www.fraudonthecourt.net/exhibits

We did not make any accusation in our [ARDC Complaint against Thomas Gooch](#) or in our [ARDC Complaint against Edward Clinton and Julia Williams](#) or against Alphonse Talarico or in any of our close to 100 videos available online or in any of our filed court documents that is not supported by evidence.

IN CONTRAST, GOOCH AND TALARICO (AND CLINTON AND WILLIAMS) CAN MAKE ANY OUTRAGEOUS CLAIM ABOUT DULBERG AND KOST WHILE PROVIDING NO EVIDENCE (AND THEY CAN GET AWAY WITH IT)

For example, there is no evidence in the attorney-client email record between Dulberg and Talarico^o of any statements of an extreme and outrageous nature like the following:

“He often remarked to Mr. Talarico while litigating his numerous cases, that he will bring down the entire justice system in Illinois and that he and Mr. Talarico will make much money for the movie rights.” (Talarico’s ARDC Reponse, p4)

and again that:

Dulberg “avowed to bring down” the “Illinois Justice system”. (Talarico’s ARDC Reponse, p4)

Talarico stated a third time in the same document:

“He is blameless and the Illinois Justice system, which he avows to bring down” (Talarico’s ARDC Reponse, p4).

Talarico made these statements to the ARDC in his Response to our ARDC Complaint against him in which he repeated 3 times that Dulberg “avowed” to “bring down the Illinois Justice system”. There is no evidence of any statements of this nature in the entire attorney-client email communications (close to 2600 emails)¹ available to the public for any claim as crazy as the ones Talarico makes here. These are shockingly provocative statements for *any attorney* to make about their client with *no evidence* (since, apparently, Dulberg “avowed to bring down” the “Illinois Justice system” only over the phone to Talarico).

We asked the ARDC to subpoena the phone records and recorded telephone conversations between Talarico and Dulberg so we can prove that Talarico’s claims are crazy and that Talarico is lying but we were refused. We asked the presiding Judge in 22L010905 to allow us to subpoena the telephone conversations and phone records between Talarico and Dulberg to prove that Talarico is lying but we were refused.

Gooch invented an artificial, after-the-fact crisis over events of which there is no evidence in the communications records as we documented in detail in our [ARDC Complaint against Gooch](#), beginning on page 13, paragraph 93 and reproduce below:

1. On 10/2/2018 1:06 PM Thomas Gooch replied to Dulberg by email stating:²

“>

> Mr. Duhlberg;

>

> I have your attachment and am deeply offended by it.

>

> I more upset over being ordered to call you today. I am preparing for trial and frankly don’t have time to read or comment on your attempts to educate me on what legal malpractice is all about, I particularly don’t have time to read outdated cases on the elements of a legal malpractice case, nor do I have any intention of quoting the law you sent to me.

>

> You understand full well I’m sure that I have been doing this for a very long time, if I need help on understanding the law I will get from someone who knows how to do legal research, you and your

1 [Group Exhibit 50](#) All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:

[https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/)

2 [Exhibit 122_2018-08-31_Dulberg vs Law Offices of Thomas J Popovich PC et a.pdf](#)

brother don't.

>

> If I have anymore of this authoritative comments or instructions I will have to give particular thought to withdrawing my appearance and letting you represent your self or find someone else, understand this is not an empty threat, I will tolerate any more of this. If I need a factual question answered and I'm sure I will in the course of this litigation then I will ask you but kindly stop with rudimentary research. The Google searches of you and your brother are not replacements for my law license.

>

> I generally don't have a problem with relatives helping out and being involved just so long as the client understands that the relatives involvement may waive the attorney client privilege. However at this point your brother has become more the problem then helpful. While I can not prevent him from injecting himself into your case through you, I am no longer willing to have him present at conferences or communicate directly with me.

>

> At this point with everything I have going and the attitude you are displaying I have serious doubts as continuing to represent you. Kindly do not communicate with my staff on the telephone in the manner you chose today

>

> Sincerely

>

> Thomas W Gooch"

2. Dulberg responded by email stating³,

"Hello Tom and Sabina, I didn't understand the last email I received so I need some clarification. I was never rude or not courteous to you staff and your staff was always courteous to me. Yesterday I talked with Nikki briefly just to confirm that the office received the email. She was friendly and courteous. I said nothing rude or offensive.

I never ordered you or anyone to call me yesterday. I honestly don't know why you believe I did. I was not aware there was anything offensive in the attachment I sent. As I read it again I still can't see anything offensive in it.

As you know I have a permanent disability. You may not know I am on medication to control pain and spasms and this medication does not allow me to focus on complex subjects to a prolonged time. Since I do not understand your last email and I don't have much time before appearing in court I need to know where I stand.

Are you thinking of not continuing to represent me in this case?

Are you going to submit a second amended complaint on October 10 and appear in court?

Will I be given enough time to review the complaint before it is submitted?

May I comment on it or request changes to it or ask questions about it?

I do not want to offend anyone, so I need to know what I can comment on or ask questions about.

I have no memory of any inappropriate behavior when talking to Nikki yesterday. Please let me know

3 [Exhibit 122_2018-08-31_Dulberg vs Law Offices of Thomas J Popovich PC et a.pdf](#)

how I can communicate with your staff or what I can include in an email in the future so you are not offended again.

Sorry if I did anything wrong. Sincerely, Paul Dulberg ”

3. On October 3, 2018 Gooch replied to Dulberg’s email point by point. Gooch responses are in red font. The email⁴ is reproduced:

“From: Thomas W. Gooch III goocho@goochfirm.com

Subject: RE: from tom

Date: October 3, 2018 at 12:56 PM

To: Paul Dulberg pdulberg@comcast.net

As you know I have a permanent disability. You may not know I am on medication to control pain and spasms and this medication does not allow me to focus on complex subjects for a prolonged time. Since I do not understand your last email and I don’t have much time before appearing in court I need to know where I stand.

You seem to have been very focused when you delivered to me your research notes on the elements of legal malpractice, not that I need the written lecture on what legal malpractice consists of

Are you thinking of not continuing to represent me in this case?

Yes I am considering withdrawing on your behalf. I need no research from you on legal malpractice answering my questions on facts is helpful when I ask. I want no more involvement from your brother, Obviously he can talk to you all you want, I can’t prevent that but if I perceive further interference from him then I will have to re-evaluate my continued ability to competently represent you. I will not allow him to be here in my office for any purpose. “

Are you going to submit a second amended complaint on October 10 and appear in court?

We may seek an extension, we appear on court dates as a general rule always. You do not and have not had any court dates that require your appearance.

Will I be given enough time to review the complaint before it is submitted?

When I determine the complaint is in my opinion legally sufficient it gets filed, naturally you will get a copy of it for your records.

May I comment on it or request changes to it or ask questions about it?

You, not your brother, can ask all the questions you wish. I generally do not ask a client if a complaint is legally sufficient, nor do I want a client drafting a complaint that I have to sign. Most clients do not know the difference between pleading conclusions of law or fact, pleading evidence or the correct pleading of ultimate material factual allegations. In as much as you have advised you are on pain medicine unable to “focus on complex subjects I question how much you could help in any event. I can get a lot done when I don’t have to answer emails like this one.

I do not want to offend anyone, so I need to know what I can comment on or ask questions about.

Making demands and lecturing me on the law are great ways to be offensive, likewise demanding to know when you will be called and comments about caring about anyone else we represent or other cases is not conducive to not offending us.

gooch”

4 [Exhibit 122_2018-08-31_Dulberg vs Law Offices of Thomas J Popovich PC et al.pdf](#)

Yet when we look at the contents of the [text document](#)⁵ that set Gooch off against Dulberg and Kost, there is nothing in the body of the [text document](#)^p which could possibly justify such a negative reaction by Gooch. Additionally, there is nothing in the communications records that Gooch could cite in support of his negative reaction.

Much more likely than not, Gooch reacted negatively because Gooch was (and is) basically caught “red-handed” or caught “with his pants down” committing willful and wanton prima facie professional misconduct against Dulberg by misadvising Dulberg about a settled point of law that could be looked up by the means of ordinary research techniques. The [red](#) underlined statements in “Trial Handbook for Illinois Lawyers” chapter 29 section 22 on pages 4, 5 and 6 (concerning legal sufficiency) states about the same thing that the [text document](#)^p also states. Gooch reacted so negatively and with so much drama to deflect from the fact that the contents of the [text document](#)^p Gooch was sent describe almost exactly what Gooch was required to do by Illinois law to correctly file a legally sufficient legal malpractice complaint.

All these comments to his client are further examples of Gooch committing willful and wanton prima facie professional misconduct because Gooch continued to misadvise Dulberg on a settled point of law that can be looked up by the means of ordinary research techniques even after he was caught “red handed” doing so.

Gooch, in his [response to the ARDC complaint we filed](#)^q against him, stated:

The commission needs to realize this complaint was not written by Mr. Dulberg but by his brother who interfered in this matter since “day one”. In support of this allegation, I refer to his email correspondence attached hereto as exhibit “C” where he comments on his disability and cognitive issues. I believe that email was written by his brother.

What Gooch calls “exhibit “C”” is the exact same email exchange we reproduced on the previous pages. The date of the email exchange is October 2, 2018 (days before Dulberg fired Gooch). We first met Gooch on December 16, 2016. This is what Gooch would call “day one”; the day we first met in his office. Gooch calls an email dated October 2, 2018 as “evidence of interference from “day one” (by citing evidence dated around 21 months after “day one”). Gooch is also claiming that Thomas Kost is pretending to be Dulberg in the reproduced email exchange.

Gooch also stated:

In this case from the first meeting his brother attended and with a strong will furnished his knowledge of malpractice and instructions on how I should proceed. The situation became untenable. I attach “Exhibits A to C” which illustrates what to me was the “final straw”. Exhibit “A” is my email to him voicing my frustrations with the email marked as “exhibit “B” with research attached created by his brother explaining to me how to properly file an amended complaint. I thought it typical but a bit too far and decided I was done dealing with his brother as reflected in Exhibit “A”. Thereafter I received “exhibit “C”” purportedly written by the client but actually by his brother and I immediately complied and withdrew furnishing him the withdrawal order.

Here Gooch uses the exact same October 2, 2018 email exchange Gooch just cited as evidence of interference on “day one”, this time as evidence of a “final straw” about 21 months later. And Gooch again stated:

I believe Mr. Clinton was let go and another firm took over until the matter was finally lost I suspect with the continued oversight and interference by the complainants brother.

Dulberg “finally lost” case 17LA377 because of the fake Statute of Limitations argument Gooch deliberately placed in the 17LA377 common law record (in Dulberg’s name) and because Clinton and Williams also deliberately placed in the record in Dulberg’s name as shown in the Table “LOCKED IN HIDDEN STRATEGY IN 17LA377” (on page 8). Gooch knowingly and intentionally wrote the 17LA377 Complaint and Amended

5 [Exhibit 123_2018-10-02_second_amended_complaint_comments.txt](#)

Complaint to fail the minimum standard for legal sufficiency, which is the statements underlined in **red** in “Trial handbook for Illinois Lawyers”, Chapter 29, Section 22 (on pages 4, 5 and 6). Gooch also knowingly and intentionally misinformed Dulberg how to calculate the Statute of Limitations by deliberately misrepresenting statements underlined in **blue** (on pages 4, 5 and 6) to his client. Gooch knows exactly how 17LA377 was “finally lost” because Gooch and Clinton and Williams deliberately set the Statute of Limitations argument up to lose.

There is no evidence for what Gooch claims in any communications records⁶. Thomas Kost never emailed Gooch. Thomas Kost never spoke to Gooch by phone.

Gooch and Clinton and Williams also deliberately suppressed and ‘buried’ key evidence in 17LA377, which was also necessary to destroy Dulberg’s claims. The [text document](#)⁹ that Gooch reacted to also informed Gooch about the key evidence of (a certified slip copy of an appellate court ruling in) the case Tilchner v Spangler. We informed Gooch for a second time of the importance of Tilschner v Spangler as key evidence in case 17LA377. TABLE 10 below lists the number of times that our retained attorneys Gooch and Clinton and Williams were informed in detail of the importance of Tilschner v Spangler as key evidence in case 17LA377. All documented examples are available for viewing through linked provided in the table.

TABLE 10: THE NUMBER OF TIMES DULBERG INFORMED GOOCH, CLINTON AND WILLIAMS ABOUT THE IMPORTANCE OF KEY EVIDENCE TILSCHNER V SPANGLER (with links to evidence)

When Informed		How Informed
2016-12-16	first meeting with Gooch	document handed Gooch
2018-10-01	letter to Gooch (that led to Gooch firing)	email linked (on page 30) attached document: second_amended_complaint_comments.txt
2018-10-10	preparing for first meeting with Clinton-Williams	email linked attached folder: Duberg Complaint document: second_amended_complaint_comments.txt
2018-10-12	first meeting with Clinton-Williams	Text document and problems with Gooch were explained at meeting ⁶
2018-12-04	preparing Second Amended Complaint	email linked attached documents: Working.pdf comment on complaint.txt
2018-12-05	preparing Second Amended Complaint	email linked attached document: comments on Dulberg Second Amended Complaint RED-LINED 2018 Dec .txt
2019-03-18	preparing discovery documents	email linked document: IndependantContractor-CaseLaw1_Mast.pdf
2019-07-08	inspecting defendants documents	email linked attached folder: To Julia documents: questions_for_mast.txt timeline_of_mcguire_settlement.txt
2019-07-22	inspecting defendants documents	email linked attached folder: To Julia documents: questions_for_mast.txt timeline_of_mcguire_settlement.txt
2019-11-19	updating information	email linked attached document: 2109-11-19_updated_timeline_of_mcguire_settlement.txt

⁶ On October 19, 2018 PDF files were created by Clinton or Williams in “Dulberg Master File” concerning the Tilschner case: Shown in [Visual Aid 4 - Tilschner hoax.png](#)

When Informed		How Informed
2020-02-06	preparing for Mast deposition	email linked attached documents: questions_for_mast.txt timeline_of_mcguire_settlement.txt
2020-02-08	preparing for Mast deposition	email linked attached documents: 2109-11-19_updated_timeline_of_mcguire_settlement.txt questions_for_mast.txt
2020-06-18	preparing for Mast deposition	email linked attached document: evidence_list.txt questions_for_mast.txt
2020-06-24	preparing for Mast deposition	email sent at 1:56AM linked attached documents: 2020-06-23_updated_timeline_of_mcguire_settlement.txt email sent at 10:05AM linked attached documents: 2020-06-23_updated_timeline_of_mcguire_settlement.txt
2020-06-24	meeting before Mast deposition	Clinton and Williams were told by Thomas Kost of the importance of Tilschner v Spangler in proving ‘intentional tort’ and ‘fraud’ during the meeting

How Clinton and Williams suppressed Dulberg’s key evidence Tilschner v Spangler is described in detail (step by step) in Section 2C of [‘ARDC Complaint Against Edward X. Clinton and Julia C. Williams’](#)⁷.

How the document Tilschner v Spangler in Mast deposition “exhibit 12” inexplicably went missing during the deposition of Hans Mast is described in detail in Section 2K of [‘ARDC Complaint Against Edward X. Clinton and Julia C. Williams’](#)⁸.

On November 04, 2022⁹ Williams was asked about the missing key evidence Tilschner v Spangler in “exhibit 12” (of the Mast deposition) in court. After 4 different subpoena responses related to exhibit 12 over the previous 3 months, and after being informed by Dulberg at least 6 different times in writing about the importance of Tilschner v Spangler, Williams claimed to not know the contents of exhibit 12. The following exchange took place in court:

“MS. WILLIAMS: ... So sometime after the deposition, we -- we did provide the exhibit that was utilized in the deposition to the court reporter, and at that time they marked it and sent it back to everyone.

THE COURT: Okay. What was Exhibit 12 again?

MS. WILLIAMS: It was a series of cases. I don’t know that -- I just can’t recall what all was asked about it, but I know there were -- it was -- it was --

THE COURT: All right. These would have --

MS. WILLIAMS: -- copies of case law.

THE COURT: All right.

MR. FLYNN: They were photocopies of the old books, Judge, cases that were contained in Mast’s file.

THE COURT: Okay.

MR. FLYNN: And he was -- you know, they have -- they’re, obviously, not complete because they -- placed on a printer, appeared like we used to do in the old days.

MR. TALARICO: Yes. Was the Tilsner case included in -- in the blank Exhibit 12 you sent to U.S. Legal, Barbara Schmidt? And was -- when you discussed with Mr. Flynn the failure of his -- or Mr. Mast’s internet, didn’t he say, I can’t see these, I can only see their first one (indiscernible), which was the Lagano (phonetic) case? And wasn’t there continued discussion by Mr. Flynn that he didn’t -- he didn’t produce all of the

7 Also in Section 2C of [Evidence of Fraud on the Court in 17LA377 During Clinton-Williams Representation](#)

8 Also in Section 2K of [Evidence of Fraud on the Court in 17LA377 During Clinton-Williams Representation](#)

9 Section 2C, paragraph 2C26 of [‘ARDC Complaint Against Edward X. Clinton and Julia C. Williams’](#) describes how Williams inexplicably could not recall anything about Tilschner v Spangler or the contents of ‘Exhibit 12’ weeks after preparing multiple subpoenas on ‘Exhibit 12’ and while appearing in court to address the subpoenas because she claimed the events happened ‘so long ago’.

documents you sent on -- in hardcopy because he wanted to save paper?

MS. WILLIAMS: So that's -- I guess that's a lot of questions. So what --

MR. TALARICO: It is.

MS. WILLIAMS: What -- what -- I cannot recall what cases were included and weren't included at this point. There -- there was an e-mail to Mr. Flynn with the exhibit that is attached that I believe was produced in the subpoena. So whatever that exhibit was is -- is what I would have used. So I know there was, like, a Laravo case or -- I remember the first case was like Laravo or Lavajo, L-A-V-A-J-O, or something like that. But right now, off the top of my head, I don't remember what other cases were included.

MR. TALARICO: I'm talking about -- Judge, if I might, please? Excuse me. I'm sorry, Ms. Williams. There was -- what the reporter had was blank. What Mr. Flynn's client said was, I see the Lagano (phonetic) one. So the Exhibit 12 that was sent, like, a week or two after the deposition had Lagano, Troy, and the same exact Lagano case, and it did not have the Tilsner case involved, and the Tilsner case was very important. So it was an exact duplication of one case and a second case. But this is -- Judge, it's not just the Exhibit 12. The entire deposition --

THE COURT: Well, are you asking a question about Exhibit 12? Because if we're done asking questions, I'm gonna let her go.

MR. TALARICO: Okay. Yep. I'm done."

After we watched our formerly retained attorney in 17LA377 intentionally and methodically lie about suppressing key evidence that they knew about from our first meeting together and were informed of repeatedly, Dulberg raised the issue of Tilschner v Spangler in a court document in November 23, 2022.¹⁰

On November 30, 2022 Flynn filed DEFENDANTS THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. AND HANS MAST'S RESPONSE TO PLAINTIFF'S 2nd AMENDED MOTION TO EXCLUDE THE DEPOSITION OF HANS MAST which contains the following point ¶12:¹¹

"12) Of concern is a statement on page 19 of Dulberg's motion in which he argues that Mast had insisted that the decision in the Tilschner v. Spangler case was the reason Dulberg would not prevail in the underlying case against the McGuire's. The statement is inexplicably made "on information and belief." This is unacceptable. Dulberg has made no such disclosure in fact discovery (now closed) about this very specific discussion between Mast and himself regarding the Tilschner case. If Dulberg believes he has disclosed it, he should be required to identify where in his answers and amended answers to discovery or his deposition he has identified such discussion with this amount of specificity. Defendants submit that no such disclosure exists."

Opposing counsel Flynn and Popovich knew Tilschner v Spangler was never mentioned in the record because they collaborated with Dulberg's legal malpractice attorneys Gooch-Walczyk and Clinton-Williams to successfully '**bury key evidence**' for around 6 years.

It is not credible that Williams made the claim to the court that she cannot recall the contents of "exhibit 12" when she stated, "It was a series of cases. I don't know that -- I just can't recall what all was asked about it, but I know there were -- it was -- it was --" " -- copies of case law." and when asked by Dulberg's current attorney (at the time) she claimed, "What -- what -- I cannot recall what cases were included and weren't included at this point." When Williams states "... at this point" she was implying that her dealings with exhibit 12 were so long ago that "at this point" she can no longer recall what they were. But Williams prepared 4 different responses to a subpoena which centered on exhibit 12 within the previous 3 months and Williams was then appearing in court to address outstanding issues with the subpoena and around exhibit 12, including a motion to compel.

Case 17LA377 was then dismissed on February 1, 2024 on a Motion for Summary Judgment based on the fake

10 [Group Exhibit 41 Appeal Package for 17LA377/CLR Vol 2 of 2 230421 1627 22D90D40.pdf](#) page 1770

11 [Exhibit C21-2022-11-30_Flynn Answer to Motion to Strike Mast Deposition.pdf](#) (¶12 on page 4)

Statute of Limitations argument that Gooch and Clinton and Williams were so instrumental in setting up in the 17LA377 court record (in Dulberg's name).

The fake Statute of Limitations argument set up by Gooch and Clinton and Williams was established as final when Talarico intentionally destroyed the ability to appeal the decision. Talarico intentionally filed a Notice of Appeal to place Dulberg as a Self Representing Litigant without Dulberg's knowledge. Talarico represented himself to Dulberg as if Talarico was Dulberg's acting attorney during the 17LA377 appeal process and continued to charge Dulberg the entire time and act as if Talarico was Dulberg's acting attorney during the 17LA377 appeal process. After Talarico failed to file an appellate court brief the case was dismissed by the appellate court (for failure to file a brief). As we prepared to file a Supreme Court Petition (which was due by January 8, 2024) Talarico sent us an email which informed us to place a "preamble" in the Supreme Court Petition (contrary to Illinois law):^s

Date : 1/6/2024 11:52:32 AM¹²

From : "Alphonse Talarico"

To : "Paul Dulberg" , "Paul Dulberg" , "T Kost"

Subject : Preamble

Gentlemen,

Please use the word "Preamble".

PREAMBLE: Much of the matter that follows can be characterized as fraud by officers of the court. Currently there are nine (9) related ARDC investigations pending (#2023INO2517, #2023INO2518, #2023INO3135, #2023INO3136, #2023INO3894-R, #2023INO, 2023INO3898-R, #2023INO3897-R, 2023INO3895-R, #2023 INO3896-R), two (2) submitted Judicial Inquiry Board "Complaints against a Judge," and one (1) Judiciary Inquiry Board "Complaint against a Judge" that was unable to be processed because the individual named is no longer an active Illinois state court judge.

On January 8, 2024 (the day the Supreme Court Petition was due) Talarico informed us that the Supreme Court clerk told him we can place hyperlinks in the Supreme Court Petition (contrary to Illinois law). Talarico also informed us hours before the Supreme Court Petition was due that Talarico "didn't know how" to write an index for a Supreme Court Petition and we would have to figure that out ourselves. This entire time, Dulberg was listed as a Self Represented Litigant in the 17LA377 appeal without knowing it.

Every one of these acts are examples of Talarico committing willful and wanton prima facie professional misconduct toward his client Dulberg because these are all examples of Dulberg's retained attorney misinforming Dulberg about settled points of law that could be looked up by the means of ordinary research techniques.

On May 29, 2024 Talarico made his very first negative comment about the website www.fraudonthecourt.net in any communications record in his response to the ARDC complaint we filed against him when Talarico wrote:

"Mr. Dulberg has created a web site with his half-brother Thomas Kost to "reveal to the world" all the injuries that the now ten named attorneys and judge and court clerks and certified court reporters have intentionally caused his family and himself." (Talarico's ARDC Response, p3)

- The website www.fraudonthecourt.net was created around October 13, 2023.¹³
- Talarico was given access to the website on October 14, 2023.¹⁴
- Talarico accepted \$10,000 dollars retainer at around September 26, 2023 to pursue "Fraud on the court,

12 [Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/2024-01-06_1152-32__Alphonse Talarico__contact@lawofficeofalphonsetalarico.com__Preamble.pdf](#)

13 [Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/2023-10-13_Gmail - T Kost, thank you for your order..pdf](#)

14 [Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/2023-10-13_Gmail - Online file access.pdf](#)

Civil rights violations, Reopening the bankruptcy, ect”¹⁵

- Talarico told Dulberg to place a “preamble” in the 17LA377 Supreme Court Petition which informs the Illinois Supreme Court of the claims against Popovich, Mast, Balke, the Baudins, Gooch and Clinton and Williams made in our ARDC Complaints against them on January 6, 2024.
- In the attorney-client email communication Talarico never referred to the website in a negative way.¹⁶
- For the first time, on May 29, 2024 in Talarico’s Response to the ARDC complaint, Talarico makes the first statement in any record which refers to the website contents negatively as a “conspiracy theory”.

In addition, Talarico was provided with evidence of a sophisticated system of document and information suppression as early as November 11, 2022¹⁷ which Clinton and Williams used against Dulberg while they collaborated with opposing counsel Flynn. Dulberg and Kost wrote and filed a 143 page [ARDC Complaint against Clinton and Williams](#) with all claims supported with over [34 gigabytes of evidence](#) on a thumbdrive given to the ARDC and also available online on July 28, 2023. We wanted to file it directly with the ARDC but Talarico asked us to file with the ARDC through him, so we did. The same information appeared on the public website www.fraudonthecourt.net as of October 13, 2023 and Talarico accepted \$10,000 retainer on September 26, 2023 to pursue the same issues.

In the attorney-client email communication Talarico never referred to the information he was provided on November 11, 2022 or the 143 page ARDC Complaint written entirely by Kost and Dulberg and filed by Talarico with the ARDC on July 28, 2023 in a negative way (Group Exhibit 50)¹⁸. For the very first time in any communications record, on May 29, 2024, in Talarico’s Response to the ARDC complaint Talarico makes the first statement in any record which refers to the many claims we made about Clinton and Williams (which are documented in the 143 page ARDC complaint against them) negatively as a “conspiracy theory”.

- This is more than 17 months after Talarico was first provided with the evidence.
- This is about 10 months after Talarico filed a 143 page complaint with the ARDC that Kost and Dulberg wrote describing the claims in detail.
- This is more than 8 months after Talarico accepted a \$10,000 retainer to pursue the same claims against Clinton and Williams, among other claims.
- This is more than 4 months after Talarico told Dulberg to inform the Illinois Supreme Court of the same claims against Clinton and Williams in a “preamble” to our 17LA377 Supreme Court Petition and abruptly resigned as counsel 8 days later (6 days after the Supreme Court Petition was rejected by the clerk).

WE WELCOME FURTHER INVESTIGATION OF THE ACTIONS OF GOOCH BY THE ARDC BUT WE HAVE GOOD REASON TO REMAIN SKEPTICAL BECAUSE CLINTON AND WILLIAMS AND TALARICO WERE NOT HELD TO ACCOUNT FOR THEIR ACTIONS

No fact-based investigation and review of Gooch’s actions in 17LA377 can be realized when the 2 law firms that perpetrated that same fraudulent acts *after Gooch was fired* were already found by the ARDC to not be liable for any of their fraudulent actions.

Clinton and Williams and also Talarico were already found by the ARDC to have done nothing wrong in

- 15 [Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/2023-09-26_0808-21__Paul Dulberg__Paul_Dulberg@comcast.net__Retainer - Multiple cases.pdf](#)
- 16 [Group Exhibit 50](#) All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/
- 17 [Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/2022-11-10_1256-36__Alphonse Talarico__contact@lawofficeofalphonsetalarico.com__Re_ Document suppression smoking gun.pdf](#)
- 18 [Group Exhibit 50](#) All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link:
https://www.fraudonthecourt.net/exhibits/Group Exhibit 50_Dulberg-Talarico communication from October, 2020 onward/

17LA377 and Talarico was already found by the ARDC to have done nothing wrong in 22L010905 despite all the evidence and explanations we provided (and continue to provide) to the ARDC. This means the ARDC has already laid the groundwork for Gooch to make the following claim:

“Dulberg had separate legal counsel who represented him after we withdrew.”

“If there had been legal malpractice, then Dulberg had counsel who could have advised him of his rights, with the applicable statute of limitations.”

Gooch can then use the statements underlined in **purple** in “Trial Handbook for Illinois Lawyers” Chapter 22 Section 29 (on pages 4, 5 and 6) and related case laws in his defense since the ARDC already dismissed claims against all subsequent retained attorneys Clinton and Williams and Talarico concerning case 17LA377. There is nothing to stop Gooch from using this defense successfully.

Then, after Gooch is found by the ARDC to have done nothing wrong based on this defense, if Gooch is ever sued for his actions in 17LA377 in the future, Gooch can use the case law Metzger v Brotman and Skolnick and the letter of the final decision by the ARDC which clears him of all wrongdoing to claim the ARDC has already adjudicated this issue in Gooch’s favor and Gooch therefore cannot be held liable in any Illinois court for his actions in 17LA377.

This is foreseeable, because this is exactly what Talarico is now claiming in active case 22L010905. Talarico is currently claiming his actions during 22L010905 (described in detail in 22L010905 court records linked earlier and in multiple video series provided to the ARDC and made available to the general public) were already adjudicated in a [2 page final decision by the ARDC](#) and our claims were found to have no merit. But the [2 page letter final decision by the ARDC](#) concerning Talarico’s actions never addressed any of Talarico’s actions in either 22L010905 and 17LA377. The subjects were just walked around and ignored.

This is also foreseeable concerning Clinton and Williams. They, too, can simply claim that our claims were already adjudicated by the ARDC and were found to have no merit. Clinton and Williams can also use the [final decision by the ARDC concerning them](#) and the case law Metzger v Brotman and Skolnick to claim the ARDC has already adjudicated this issue in their favor and they therefore cannot be held liable in any Illinois court for their actions in 17LA377.

This places the ARDC in the central role of determining whether Gooch and Clinton and Williams and Talarico are allowed to get away with committing systematic willful and wanton prima facie professional misconduct against Dulberg.

The key to understanding what actually happened in case 17LA377 is in seeing the pattern in the Table “LOCKED-IN HIDDEN STRATEGY IN 17LA377” on page 8. The patterns reveal that these 3 law firms worked according to a coordinated, methodical strategy which is visible by watching what happened with items 1 to 10 listed in the table as a newly retained law firm replaces the previous law firm. Law firms change but hidden strategies do not.

The statements underlined in **red** and **blue** on pages 4, 5 and 6 unmistakably reveal acts of systematic and coordinated willful and wanton prima facie professional misconduct by both Gooch and Clinton and Williams.

[Table 4A and 4B](#) contains all statements by both Gooch and Clinton and Williams in the Complaint, First Amended Complaint and Second Amended Complaint on how Gooch, Clinton and Williams determined the calculation of Statute of Limitations in 17LA377. All statements are unmistakably at variance with the explanation of how to calculate the Statute of Limitations for legal malpractice in Illinois given in “Trial Handbook for Illinois Lawyers” in the statements underlined in **blue** on pages 4, 5 and 6.

[Table 7](#) contains all statements by the presiding Judge Thomas Meyer (who presided over both 17LA377 and underlying case 12LA178), Judge Joel Berg (who presided in case 17LA377 for only 1 day to issue the final order granting the Summary Judgment and dismissing the case) and opposing counsel Flynn on how to calculate

the Statute of Limitations in case 17LA377. All statement are unmistakably at variance with the explanation of how to calculate the Statute of Limitations for legal malpractice in Illinois given in “Trial Handbook for Illinois Lawyers” Chapter 29, Section 22 in the statements underlined in blue (on pages 4, 5 and 6).

[Table 10](#) and the court statements by Williams about the contents of Mast deposition exhibit 12 and any memory she may have of Tilschner v Spangler unmistakably demonstrate she intentionally lied to knowingly conceal her active participation in the supression of key evidence in 17LA377.

[Table 3](#) contains statements by Gooch and Clinton and Williams (on Dulberg’s behalf) which are deliberately placed in the 17LA377 common law record to be contrary to fact. Gooch and Clinton and Williams must have known that the \$300, 000 “upper cap” was placed on Dulberg’s claim against Gagnon from June 13, 2016 to August 11, 2016 by Allstate and the Baudins in front of Judge Meyer in 12LA178 because the placement is clearly described in 12LA178 court transcripts and because Dulberg informed Gooch and Clinton and Williams repeatedly that Dulberg never signed the binding mediation agreement and refused to ever agree to participate in any binding mediation process.

Talarico intentionally destroyed the 17LA377 appeal process and Talarico intentionally acted to create a Supreme Court petition of the wrong format, and then to blame Dulberg and Kost for the wrong format.

Since the ARDC has already dismissed all the actions by both Clinton and Williams and Talarico documented in court cases and on our website and in around 100 videos available to the public, we do not understand how the same institution that had found Clinton and Williams and Talarico to have done nothing wrong in case 17LA377 can ever find that Gooch did something wrong in 17LA377.

Under these conditions we do not find the ARDC dismissal of Talarico for doing anything wrong in both 17LA377 and 22L010905 as credible. The final decision is less than 2 pages long and completely walks around and ignores the claims we actually made concerning Talarico’s conduct.

Under these conditions we do not find the ARDC dismissal of Clinton and Williams for doing anything wrong in 17LA377 as credible. The final decision completely walks around and ignores the claims we actually made concerning the actions of Clinton and Williams.

In the interest of the safety of the public it would be better to reopen the ARDC Complaints against Clinton and Williams and Talarico in light of what is currently on the record concerning cases 17LA3777 and 22L010905.

No fact based investigation and review of Gooch’s actions in 17LA377 can be realized without also investigating and reviewing how Clinton and Williams, and then Talarico carried on the actions that Gooch established and actively covered for and destroyed any appeal of the fake Statute of Limitations argument first placed in the record by Gooch. It was this that led to a Summary Judgment of case 17LA377 based on the same fake Statute of Limitations arguments that both Gooch and Clinton worked to establish. Then it is Talarico that locked in the fake argument as final and binding by intentionally destroying the appeal process of 17L010905.

It is simply impossible to competently review Gooch’s actions without taking into account the monumental role that Clinton and Williams and later Talarico played in the final destruction of Dulberg’s 17LA377 and 22L010905 claims.

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

/s/Thomas Kost
Thomas Kost
(847) 553-4404
tkost999@gmail.com
423 Dempster St. Mt. Prospect, IL 60056

From: Alphonse Talarico contact@lawofficeofalphonsetalarico.com 
Subject: Notice of Motion to Unseal Documents in Dulberg v. ADR et al, 2022L010905, Cook County, Illinois, County Department, Law Division
Date: July 23, 2025 at 1:05 PM
To: ARDCClerksDepartment@iadc.Org, LAW CALucc law.calucc@cookcountyil.gov, Jochum, Jason jason.jochum@lewisbrisbois.com, Robert Chapman rchapman@chapmanspingola.com, Suhani Mehrotra smehrotra@chapmanspingola.com, Anto, Christine canto@amundsendavislaw.com, Manos, George george.manos@lewisbrisbois.com, McGourty, Zachary zachary.mcgourty@lewisbrisbois.com, Paul Dulberg paul_dulberg@comcast.net, Tom Kost tkost999@gmail.com, Tinajero, Michelle mtinajero@amundsendavislaw.com, Schuth, Jennifer jschuth@amundsendavislaw.com, Resis, Michael mresis@amundsendavislaw.com



Dear Administrator Gutierrez,

This email serves as notice, pursuant to ARDC and Illinois Supreme Court Rules, of the filing of a motion to unseal certain documents in the trial court case of Dulberg v. ADR et al, 2022L010905, Cook County, Illinois, County Department, Law Division , currently pending in Calendar U Law Division, Circuit Court of Cook County.

The motion was filed on June 24, 2025, in the above said Circuit Court of Cook County, Illinois and seeks to unseal the entire file No. 2024IN00264.

The basis for the motion to unseal is that Dulberg and Kost in their post-trial motion to reconsider, and in their response to the above reference motion to unseal (BEFORE IT HAS BEEN PRESENTED) and in other public forums make the same allegations they presented before the ARDC in the above reference closed ARDC investigation and additionally accuse attorney Alphonse A. Talarico of lying to the ARDC.

Please note that this is an amendment to the attached previously filed notice of filing, and the ARDC will be provided with any court orders or decisions related to the motion to unseal as they become available.

Please see the attached Notice of Motion and Motion to Unseal.

Sincerely,

AAT

Alphonse A. Talarico/Law Office of Alphonse A. Talarico

707 Skokie Blvd., Suite 600

Northbrook, Illinois 60062

ARDC #6184530

(312) 808-1410

(312) 608-1410

**Filed and set Motion to Unseal for
July 29 2025 06242025 MOT (1...**
2.2 MB



**Notice of Motion July 29 2025
Motion to Unsdeal ARDC...**
2.1 MB



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

FILED
6/24/2025 8:21 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
33290700

PAUL R. DULBERG, INDIVIDUALLY AND)
THE PAUL R. DULBERG REVOCABLE)
TRUST)

Plaintiffs,)

Vs.)

KELLY N. BAUDIN A/K/A BAUDIN &)
BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFI ALPHONSE A. TALARICO IN)
RELATION TO THOMAS KOST No.)
2024IN00264CES, 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.

2022L010905
CASE NO. _____

**MOTION TO UNSEAL ATTORNEY REGISTRATION AND DISCIPLINARY COMMISSION
DOCUMENTS AND FINDINGS IN Re: ALPHONSE A. TALARICO IN RELATION TO THOMAS
KOST No. 2024IN00264 AND TO ALLOW THE FILING OF ALPHONSE A. TALARICO'S RESPONSE
TO DULBER and KOST'S POST-JUDGEMENT MOTION TO RECONSIDER WITHIN 14 DAYS
AFTER A RULING ON THE MOTION TO UNSEAL IS MADE**

NOW COMES, Alphonse A. Talarico, an attorney licensed to appear before this Honorable Court
and an interested person, pursuant to Illinois Supreme Court Rule 766, and hereby respectfully moves

this Court to unseal and make public certain Attorney Registration and Disciplinary Commission (ARDC) documents and findings related to the investigation of Alphonse A. Talarico's actions and non-actions and secret conspiracies with other attorneys alleged to hinder and damage and continuing to hinder and damage the Plaintiffs herein. In support of this Motion, the moving Attorney Alphonse A. Talarico states as follows:

1. The ARDC has conducted an investigation concerning ALPHONSE A. TALARICO IN RELATION TO THOMAS KOST No. 2024IN00264 which was concluded on January 14, 2025.
2. The Complainant in the ARDC matter is now making the same allegations against ALPHONSE A. TALARICO in a pending matter before this Court, case number 2022 L 010905.
3. The ARDC documents and findings contain information directly relevant to the allegations currently being litigated in this Court.
4. Illinois Supreme Court Rule 766(a) designates certain ARDC proceedings as "private and confidential," including investigations conducted by the Administrator and proceedings before the Inquiry Board. Ill. Sup. Ct., R 766.
5. However, Rule 766(a) also establishes that proceedings under Rules 751 through 780 "shall be public" with specific enumerated exceptions. Ill. Sup. Ct., R 766.
6. The Illinois Supreme Court has administrative supervision over all attorney disciplinary proceedings through the ARDC pursuant to Rule 751. Ill. Sup. Ct., R 751.
7. The ARDC proceedings regarding ALPHONSE A. TALARICO IN RELATION TO THOMAS KOST No. 2024IN00264 have concluded, and the information contained therein is directly relevant to the pending litigation in this Court.
8. Illinois law recognizes that court records are generally public records, and "all persons shall have free access

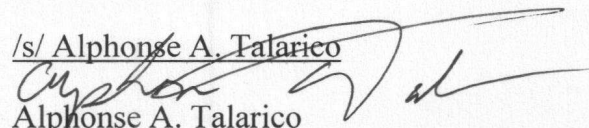
9. The interests of justice and judicial economy would be served by unsealing the ARDC documents and findings, as they contain information directly relevant to the claims currently being litigated before this Court.
10. Unsealing these documents would prevent duplicative proceedings and ensure that this Court has access to all relevant information necessary to make a fully informed decision in case number 2022 L 010905.
11. The confidentiality provisions of Rule 766 should not be used to shield relevant information from this Court when the same allegations that were investigated by the ARDC are now being litigated in this Court.
- Skolnick V. Alzheimer & Gray, 191 Ill. 2d 214 (P15 L24-P21L5)*

WHEREFORE, Alphonse A. Talarico respectfully requests that this Honorable Court enter an Order:

1. Unsealing the ARDC documents and findings related to the investigation of ALPHONSE A. TALARICO IN RELATION TO THOMAS KOST No. 2024IN00264;
2. Making such documents and findings available for use in case number 2022 L 010905;
3. Extending the time for Alphonse A. Talarico to file and serve his Response to Dulberg's Post-Judgment Motion to Reconsider to 14 days after a ruling on this Motion to Unseal;
4. Granting such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Alphonse A. Talarico


Alphonse A. Talarico
6184530 & CC53293
707 Skokie Boulevard Suite #600
(312) 808-1410
contact@lawofficeofalphonsetalarico.com



IN THE STATE OF ILLINOIS, CIRCUIT COURT

Enter the case information as it appears on your other court documents.

DEFENDANTS/RESPONDENTS: Alternative Dispute Resolution
Who the case was filed against.

First, Middle, and Last Name, or Business Name

FILED
6/24/2025 8:21 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
33290700

2022 L 010905

Case Number



*Explain in a few words what you are asking the judge to do. This should match the title you write in **1** on the Motion.*

Motion to: to unseal ARDC documents and conclusions

Information about getting a court date and how to attend is available from the Circuit Clerk. You can find their contact information at ilcourts.info/CircuitClerks. If you are e-filing in Cook County, you may get the court date when you e-file.

a. The court date for the *Motion* I filed is scheduled on:

_____ at _____ ☐ a.m. ☐ p.m. in 1907 _____.

Month, Day, Year *Time* *Courtroom Number*

Court dates may be scheduled in-person, remotely or a combination of in-person and remotely. Find out how your court date will be scheduled and provide that information here. Add the Clerk's phone number and website.

b. Attend court in any of the ways checked:

☒ **In person at:** Richard J Daley Center, 50 W. Washington St., Chicago, Courtroom 1907

<i>Courtroom Address</i>	<i>Courtroom Number</i>
--------------------------	-------------------------

☒ **Remotely** (video or telephone option)

By video conference at: www.zoom.com
Video Conference Website

Log-in information: Zoom Meeting ID: 768 225 2047, Zoom Passcode: 902018
Video Conference Log-in Information, Meeting ID, Password, etc.

By telephone at: (312) 626-6799
Call-in Number for Telephone Remote Appearance

Exhibit 263

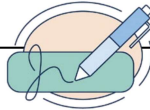
To find out more about remote court options:

Phone: (312) 603-5030

Circuit Clerk's Phone Number

or Website: cookcountyclerkofcourt.org

Website URL

**SIGN**Under [Illinois Supreme Court Rule 137](#), your signature means that you:

1) read the document, 2) believe it is true and correct, and 3) are not filing it to cause delay or for another bad reason.

If you are filling out this form online, sign your name by typing it. If you are filling out this form by hand, sign and print your name.

Your Signature /s/ Alphonse A. Talarico Print Your Name _____Your Address 707 Skokie Boulevard
Street, Apt. # City State Zip CodeYour Phone Number (312) 808-1410 Attorney Number (if any) 6184530Your Email (if you have one) contact@lawofficeof alphonsetalarico.comBe sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.**3. PROOF OF DELIVERY**Fill out the information below to show how you are sending this document to the other people in the case. If a person in the case has a lawyer, **you must send this document to their lawyer.****a. I am sending this document to:**Name: See Service List Attached
First Middle Last NameAddress: _____
Street, Apt. # City State Zip Code

Email Address: _____

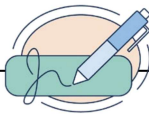
By: ☒ Electronically to the email address in **3a**:☐ By email (not through an EFSP).☒ Using an approved electronic filing service provider (EFSP).☐ I or the person I am sending the document to do not have an email address. I am sending the document by:☐ Mail or third-party carrier to the address in **3a**, with postage or delivery charge prepaid.Location of mailbox or third-party carrier: _____
City State☐ Personal hand delivery at this address:

NOTE: You can only deliver to the party, party's family member over 13 at party's residence, party's lawyer, or party's lawyer's office

Address _____
Street, Apt. #, City, State, and Zip Code☐ Mail to the address in **3a**, from a prison or jail: _____
Name of Prison or JailThis document will be sent on: Date: 06/24/2025 Time: 9:30pm
Month, Day, Year Include AM or PM**Exhibit 263**

b. ☐ I am not sending these documents to additional people.**- OR -**☐ I am sending these documents to an additional person not listed in **3a**:Name: _____
*First Middle Last Name*Address: _____
Street, Apt. # City State Zip Code

Email Address: _____

By: ☐ Electronically to the email address in **3b**:☐ By email (*not through an EFSP*).☐ Using an approved electronic filing service provider (EFSP).☐ I or the person I am sending the document to do not have an email address. I am sending the document by:☐ Mail or third-party carrier to the address in **3b**, with postage or delivery charge prepaid.Location of mailbox or third-party carrier: _____
City State☐ Personal hand delivery at this address:*NOTE: You can only deliver to the party, party's family member over 13 at party's residence, party's lawyer, or party's lawyer's office*Address _____
Street, Apt. #, City, State, and Zip Code☐ Mail to the address in **3b**, from a prison or jail: _____
*Name of Prison or Jail***This document will be sent on:** Date: _____ Time: _____
Month, Day, Year Include AM or PM☐ I am sending the document to more than 2 people and have completed an *Additional Proof of Delivery* form.**SIGN**Under [735 ILCS 5/1-109](#), your signature means that you:

1) certify that everything in this document is true and correct, and 2) understand that making a false statement on this form is perjury and has penalties provided by law.

If you are filling out this form online, sign your name by typing it. If you are filling out this form by hand, sign and print your name.

Your Signature /s/ _____ Print Your Name _____Your Address _____
Street, Apt. # City State Zip Code

Your Phone Number _____ Attorney Number (if any) _____

Your Email (if you have one) _____

Be sure to **check your email every day** so you do not miss important information, court dates, or documents from other parties.



WHAT'S NEXT

NEXT STEP FOR PERSON FILLING OUT THIS FORM:

After you fill out your *Motion* and *Notice of Court Date for Motion*, file them with the Circuit Clerk's office in the county where your case is taking place. Then, send your forms to the other people in the case. Find your Circuit Clerk here: ilcourts.info/CircuitClerks.



Learn more about each step in the process and how to file in our Instructions:

ilcourts.info/motion-instructions.

NEXT STEP FOR PERSON RECEIVING THIS DOCUMENT:

For more information about responding to a case and going to court, call or text **Illinois Court Help** at 833-411-1121 or go to ilcourthelp.gov.

If there are any words or terms used in these instructions that you do not understand, please **visit Illinois Legal Aid Online** at ilao.info/glossary. You may also find more information, resources, and the location of your local legal self-help center at: ilao.info/lshc-directory.

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From: Paul Dulberg Paul_Dulberg@comcast.net
Subject: Re: Notice of Motion to Unseal Documents in Dulberg v. ADR et al, 2022L010905, Cook County, Illinois, County Department, Law Division
Date: July 26, 2025 at 5:01 PM
To: ARDCClerksDepartment@iardc.Org
Cc: Alphonse Talarico contact@lawofficeofalphonsetalarico.com, LAW CALucc law.calucc@cookcountyil.gov, Jochum, Jason jason.jochum@lewisbrisbois.com, Robert Chapman rchapman@chapmanspingola.com, Suhani Mehrotra smehrotra@chapmanspingola.com, Anto, Christine canto@amundsendavislaw.com, Manos, George george.manos@lewisbrisbois.com, McGourty, Zachary zachary.mcgourty@lewisbrisbois.com, Tom Kost tkost999@gmail.com, Tinajero, Michelle mtinajero@amundsendavislaw.com, Schuth, Jennifer jschuth@amundsendavislaw.com, Resis, Michael mresis@amundsendavislaw.com

PD

Dear Administrator Gutierrez,

Mr Talarico wrote, "The basis for the motion to unseal is that Dulberg and Kost in their post-trial motion to reconsider, and in their response to the above reference motion to unseal (BEFORE IT HAS BEEN PRESENTED) and in other public forums make the same allegations they presented before the ARDC in the above reference closed ARDC investigation and additionally accuse attorney Alphonse A. Talarico of lying to the ARDC."

Concerning any allegations mentioned by Mr Talarico, we provided a detailed explanation to the ARDC (supported by evidence) of how Mr Talarico intentionally lied systematically throughout his Response to the ARDC complaint against him in these videos (which are on a public website):

[Illinois response to being informed of attorney network 14- Overview of Talarico response.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2014-%20Overview%20of%20Talarico%20response.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2014-%20Overview%20of%20Talarico%20response.mp4>

[Illinois response to being informed of attorney network 15- The 2 theories and writing your own passport.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2015-%20The%202%20theories%20and%20writing%20your%20own%20passport.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2015-%20The%202%20theories%20and%20writing%20your%20own%20passport.mp4>

[Illinois response to being informed of attorney network 16- Using timelines and communications records to spot logical poverty.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2016-%20Using%20timelines%20and%20communications%20records%20to%20spot%20logical%20poverty.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2016-%20Using%20timelines%20and%20communications%20records%20to%20spot%20logical%20poverty.mp4>

[Illinois response to being informed of attorney network 17- Theory 2 word replacement and passports and a new emerging reality consensus.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2017-%20Theory%202%20word%20replacement%20and%20passports%20and%20a%20new%20emerging%20reality%20consensus.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2017-%20Theory%202%20word%20replacement%20and%20passports%20and%20a%20new%20emerging%20reality%20consensus.mp4>

[Illinois response to being informed of attorney network 18- Using timelines and communications records to spot more logical poverty and the sadness of the system.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2018-%20Using%20timelines%20and%20communications%20records%20to%20spot%20more%20logical%20poverty%20and%20the%20sadness%20of%20the%20system.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2018-%20Using%20timelines%20and%20communications%20records%20to%20spot%20more%20logical%20poverty%20and%20the%20sadness%20of%20the%20system.mp4>

[Illinois response to being informed of attorney network 19- Using timelines and communications records to spot more logical poverty.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2019-%20Using%20timelines%20and%20communications%20records%20to%20spot%20more%20logical%20poverty.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2019-%20Using%20timelines%20and%20communications%20records%20to%20spot%20more%20logical%20poverty.mp4>

[Illinois response to being informed of attorney network 20- Its all in Dulbergs mind.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2020-%20Its%20all%20in%20Dulbergs%20mind.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2020-%20Its%20all%20in%20Dulbergs%20mind.mp4>

[Illinois response to being informed of attorney network 21- Fact-find then flip into opposite then run.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2021-%20Fact-find%20then%20flip%20into%20opposite%20then%20run.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2021-%20Fact-find%20then%20flip%20into%20opposite%20then%20run.mp4>

[Illinois response to being informed of attorney network 22- Talarico fees compared to Talarico work product.mp4](https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2022-%20Talarico%20fees%20compared%20to%20Talarico%20work%20product.mp4)

<https://www.fraudonthecourt.net/video/Illinois%20response%20to%20being%20informed%20of%20attorney%20network%2022-%20Talarico%20fees%20compared%20to%20Talarico%20work%20product.mp4>

We also provided a detailed explanation to the ARDC (supported by evidence) of how Mr Talarico sabotaged (intentionally destroyed) the claims of his own clients in case 22L010905 in the following video series (which are on a public website):

[The revenge of the network 1- Simplest frivolous lawsuit template.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%201-%20Simplest%20frivolous%20lawsuit%20template.mp4)

<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%201-%20Simplest%20frivolous%20lawsuit%20template.mp4>

[The revenge of the network 2- Setting the target up for sanctions and loss of home using frivolous lawsuit templates.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%202-%20Setting%20the%20target%20up%20for%20sanctions%20and%20loss%20of%20home%20using%20frivolous%20lawsuit%20templates.mp4)

<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%202-%20Setting%20the%20target%20up%20for%20sanctions%20and%20loss%20of%20home%20using%20frivolous%20lawsuit%20templates.mp4>

[The revenge of the network 3- Trapping target in single issue frivolous lawsuit dead end pathways as they desperately struggle to escape.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%203-%20Trapping%20target%20in%20single%20issue%20frivolous%20lawsuit%20dead%20end%20pathways%20as%20they%20desperately%20struggle%20to%20escape.mp4)

<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%203-%20Trapping%20target%20in%20single%20issue%20frivolous%20lawsuit%20dead%20end%20pathways%20as%20they%20desperately%20struggle%20to%20escape.mp4>

The revenge of the network 4- Stripping claims against Bordin and Olsen using Mr. Best Mr. Future and Burial of troubles

Exhibit 263

[https://www.fraudonthecourt.net/exhibits/Exhibit 263_Email Communications with ARDC Administrator Gutierrez.pdf](https://www.fraudonthecourt.net/exhibits/Exhibit%263_Email%20Communications%20with%20ARDC%20Administrator%20Gutierrez.pdf)

Note: Due to the removal of all Active Hyperlinks (Underlined Text in Blue) when filed with the Circuit Court, the only way to view this exhibit as it was originally provided to the ARDC is to copy and paste the link at the bottom of this page in a web browser.

[The revenge of the network 4- Stripping claims against Baudins and Olsen using No Past No Future and Burial of troublesome issues.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%204-%20Stripping%20claims%20against%20Baudins%20and%20Olsen%20using%20No%20Past%20No%20Future%20and%20Burial%20of%20troublesome%20issues.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%204-%20Stripping%20claims%20against%20Baudins%20and%20Olsen%20using%20No%20Past%20No%20Future%20and%20Burial%20of%20troublesome%20issues.mp4>

[The revenge of the network 5- Why reverse engineering to pathway point of origin is essential.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%205-%20Why%20reverse%20engineering%20to%20pathway%20point%20of%20origin%20is%20essential.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%205-%20Why%20reverse%20engineering%20to%20pathway%20point%20of%20origin%20is%20essential.mp4>

[The revenge of the network 6- Talaricos Grand finale of sabotages.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%206-%20Talaricos%20Grand%20finale%20of%20sabotages.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%206-%20Talaricos%20Grand%20finale%20of%20sabotages.mp4>

[The revenge of the network 7- Discovery of forgeries and Judge-defendant friendship.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%207-%20Discovery%20of%20forgeries%20and%20Judge-defendant%20friendship.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%207-%20Discovery%20of%20forgeries%20and%20Judge-defendant%20friendship.mp4>

[The revenge of the network 8- Upstream, downstream and parallel sabotages.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%208-%20Upstream,%20downstream%20and%20parallel%20sabotages.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%208-%20Upstream,%20downstream%20and%20parallel%20sabotages.mp4>

[The revenge of the network 9- Downstream ambush and sabotage on ADR Systems pathway.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%209-%20Downstream%20ambush%20and%20sabotage%20on%20ADR%20Systems%20pathway.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%209-%20Downstream%20ambush%20and%20sabotage%20on%20ADR%20Systems%20pathway.mp4>

[The revenge of the network 10- The many ways we tried to raise issues of forgery and fraud on all pathways.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%2010-%20The%20many%20ways%20we%20tried%20to%20raise%20issues%20of%20forgery%20and%20fraud%20on%20all%20pathways.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%2010-%20The%20many%20ways%20we%20tried%20to%20raise%20issues%20of%20forgery%20and%20fraud%20on%20all%20pathways.mp4>

[The revenge of the network 11- Multi-sabotage of all appeal pathways.mp4](https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%2011-%20Multi-sabotage%20of%20all%20appeal%20pathways.mp4)
<https://www.fraudonthecourt.net/video/The%20revenge%20of%20the%20network%2011-%20Multi-sabotage%20of%20all%20appeal%20pathways.mp4>

We describe the same activities of Mr Talarico in the following court documents filed in case 22L010905:

[2025-02-24_2022L010905_Dulberg Response to ADR Petition for fees with Exhibits-File Stamped.pdf](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-02-24_2022L010905_Dulberg%20Response%20to%20ADR%20Petition%20for%20fees%20with%20Exhibits-File%20Stamped.pdf)
https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-02-24_2022L010905_Dulberg%20Response%20to%20ADR%20Petition%20for%20fees%20with%20Exhibits-File%20Stamped.pdf

[2025-03-14 COURT APPROVED SUPPLEMENT TO DULBERG&€™S RESPONSE TO ADR&€™S PETITION FOR AN AWARD OF ATTORNEYS FEES AND COSTS with Exhibits.pdf](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-03-17_COURT%20APPROVED%20SUPPLEMENT%20TO%20DULBERGS%20RESPONSE%20TO%20ADRS%20PETITION%20FOR%20AN%20AWARD%20OF%20ATTORNEYS%20FEES%20AND%20COSTS%20with%20Exhibits_File%20Stamped.pdf)
https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-03-17_COURT%20APPROVED%20SUPPLEMENT%20TO%20DULBERGS%20RESPONSE%20TO%20ADRS%20PETITION%20FOR%20AN%20AWARD%20OF%20ATTORNEYS%20FEES%20AND%20COSTS%20with%20Exhibits_File%20Stamped.pdf

[2025-05-20 MOTION TO RECONSIDER APRIL 22 2025 FINAL ORDER BASED ON MISTAKES IN LAW Exhibits-FileStamped.pdf](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-05-20_MOTION%20TO%20RECONSIDER%20APRIL%2022%202025%20FINAL%20ORDER%20BASED%20ON%20MISTAKES%20IN%20LAW_Exhibits-FileStamped.pdf)
https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-05-20_MOTION%20TO%20RECONSIDER%20APRIL%2022%202025%20FINAL%20ORDER%20BASED%20ON%20MISTAKES%20IN%20LAW_Exhibits-FileStamped.pdf

[2025-07-11 DULBERGS RESPONSE TO TALARICOS MOTION TO UNSEAL with exhibits-FS 2025-07-14.pdf](https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-07-11_DULBERGS%20RESPONSE%20TO%20TALARICOS%20MOTION%20TO%20UNSEAL%20with%20exhibits-FS%202025-07-14.pdf)
https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-07-11_DULBERGS%20RESPONSE%20TO%20TALARICOS%20MOTION%20TO%20UNSEAL%20with%20exhibits-FS%202025-07-14.pdf

In addition, we also provided a detailed explanation to the ARDC (supported by evidence) of how Mr Talarico intentionally destroyed the claims of his own clients in case 17LA377 in the following video series (which are on a public website):

[Being targeted by an attorney network 1- Targeted by ones own retained attorneys.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%201-%20Targeted%20by%20ones%20own%20retained%20attorneys.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%201-%20Targeted%20by%20ones%20own%20retained%20attorneys.mp4>

[Being targeted by an attorney network 2- The network and the system.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%202-%20The%20network%20and%20the%20system.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%202-%20The%20network%20and%20the%20system.mp4>

[Being targeted by an attorney network 3- Legal malpractice system of protection.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%203-%20Legal%20malpractice%20system%20of%20protection.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%203-%20Legal%20malpractice%20system%20of%20protection.mp4>

[Being targeted by an attorney network 4- Simplest way to sabotage targets legal malpractice complaints.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%204-%20Simplest%20way%20to%20sabotage%20targets%20legal%20malpractice%20complaints.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%204-%20Simplest%20way%20to%20sabotage%20targets%20legal%20malpractice%20complaints.mp4>

[Being targeted by an attorney network 5- Networks of collaborating attorneys can be mapped.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%205-%20Networks%20of%20collaborating%20attorneys%20can%20be%20mapped.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%205-%20Networks%20of%20collaborating%20attorneys%20can%20be%20mapped.mp4>

Note: Due to the removal of all Active Hyperlinks (Underlined Text in Blue) when filed with the Circuit Court, the only way to view this exhibit as it was originally provided to the ARDC is to copy and paste the link at the bottom of this page in a web browser.

Exhibit 263

[https://www.fraudonthecourt.net/exhibits/Exhibit 263_Email Communications with ARDC Administrator Gutierrez.pdf](https://www.fraudonthecourt.net/exhibits/Exhibit%20263_Email%20Communications%20with%20ARDC%20Administrator%20Gutierrez.pdf)

[Being targeted by an attorney network 6- The escape hatch and cover stories.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20The%20escape%20hatch%20and%20cover%20stories.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20The%20escape%20hatch%20and%20cover%20stories.mp4>

[Being targeted by an attorney network 7- A system of suppression.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20A%20system%20of%20suppression.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20A%20system%20of%20suppression.mp4>

[Being targeted by an attorney network 8- Targeting emails.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Targeting%20emails.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Targeting%20emails.mp4>

[Being targeted by an attorney network 9- Burial of key evidence.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Burial%20of%20key%20evidence.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Burial%20of%20key%20evidence.mp4>

[Being targeted by an attorney network 10- Reverse engineering the system of suppression.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Reverse%20engineering%20the%20system%20of%20suppression.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Reverse%20engineering%20the%20system%20of%20suppression.mp4>

[Being targeted by an attorney network 11- How the target receives Bates numbered documents.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20How%20the%20target%20receives%20Bates%20numbered%20documents.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20How%20the%20target%20receives%20Bates%20numbered%20documents.mp4>

[Being targeted by an attorney network 12- Decoys to lock out key evidence and finish the victim off.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Decoys%20to%20lock%20out%20key%20evidence%20and%20finish%20the%20victim%20off.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Decoys%20to%20lock%20out%20key%20evidence%20and%20finish%20the%20victim%20off.mp4>

[Being targeted by an attorney network 13- Hoarding and sitting on key evidence and evidence of fraud.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Hoarding%20and%20sitting%20on%20key%20evidence%20and%20evidence%20of%20fraud.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20Hoarding%20and%20sitting%20on%20key%20evidence%20and%20evidence%20of%20fraud.mp4>

[Being targeted by an attorney network 14- The legal malpractice team targeting a client.mp4](https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20The%20legal%20malpractice%20team%20targeting%20a%20client.mp4)
<https://www.fraudonthecourt.net/video/Being%20targeted%20by%20an%20attorney%20network%20-%20The%20legal%20malpractice%20team%20targeting%20a%20client.mp4>

We also provided a detailed explanation to the ARDC (supported by evidence) of how Mr Talarico intentionally destroyed the appeal processes of his own clients in case 17LA377 and in case 22L010905 in the following video series:

[The steering of any appeal into a ditch 1- Using unequal knowledge to quickly finish off permanently disabled target.mp4](https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%201-%20Using%20unequal%20knowledge%20to%20quickly%20finish%20off%20permanently%20disabled%20target.mp4)
<https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%201-%20Using%20unequal%20knowledge%20to%20quickly%20finish%20off%20permanently%20disabled%20target.mp4>

[The steering of any appeal into a ditch 2- Setting up target to loose race against time.mp4](https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%202-%20Setting%20up%20target%20to%20lose%20race%20against%20time.mp4)
<https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%202-%20Setting%20up%20target%20to%20lose%20race%20against%20time.mp4>

[The steering of any appeal into a ditch 3- Talarico becomes the new decoy to distract from the network and system.mp4](https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%203-%20Talarico%20becomes%20the%20new%20decoy%20to%20distract%20from%20the%20network%20and%20system.mp4)
<https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%203-%20Talarico%20becomes%20the%20new%20decoy%20to%20distract%20from%20the%20network%20and%20system.mp4>

[The steering of any appeal into a ditch 4- Talarico Higher Court sabotage maps.mp4](https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%204-%20Talarico%20Higher%20Court%20sabotage%20maps.mp4)
<https://www.fraudonthecourt.net/video/The%20steering%20of%20any%20appeal%20into%20a%20ditch%204-%20Talarico%20Higher%20Court%20sabotage%20maps.mp4>

Everything we state in the videos and in court documents is supported by evidence. We did not make any accusation against Mr Talarico that is not supported by evidence.

Paul Dulberg
(847) 497-4250
4606 Hayden Ct.
McHenry, IL. 60051

On Jul 23, 2025, at 1:05 PM, Alphonse Talarico <contact@lawofficeofalphonsetalarico.com> wrote:

Dear Administrator Gutierrez,

This email serves as notice, pursuant to ARDC and Illinois Supreme Court Rules, of the filing of a motion to unseal certain documents in the trial court case of Dulberg v. ADR et al, 2022L010905, Cook County, Illinois, County Department, Law Division , currently pending in Calendar U Law Division, Circuit Court of Cook County.

The motion was filed on June 24, 2025, in the above said Circuit Court of Cook County, Illinois and seeks to unseal the entire file No. 2024IN00264.

The basis for the motion to unseal is that Dulberg and Kost in their post-trial motion to reconsider, and in their response to the above reference motion to unseal (BEFORE IT HAS BEEN PRESENTED) and in other public forums make the same allegations they presented before the ARDC in the above reference closed ARDC investigation and additionally accuse attorney Alphonse A. Talarico of lying to the ARDC.

Please note that this is an amendment to the attached previously filed notice of filing, and the ARDC will be provided with any court orders or decisions related to the motion to unseal as they become available.

Please see the attached Notice of Motion and Motion to Unseal.

Sincerely,

AAT

Alphonse A. Talarico/Law Office of Alphonse A. Talarico

707 Skokie Blvd., Suite 600

Northbrook, Illinois 60062

ARDC #6184530

(312) 808-1410

(312) 608-1410

Filed and set Motion to Unseal for
July 29 2025 06242025 MOT (1...



Notice of Motion July 29 2025
Motion to Unsdeal ARDC ...
2.1 MB



Endnotes

- a https://www.fraudonthecourt.net/ardc/2023-10-31_ARDC%20Complaint_THOMAS%20W%20GOOCH-SABINA%20WALCZYK.pdf
- b https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-02-24_2022L010905_Dulberg%20Response%20to%20ADR%20Petition%20for%20fees%20with%20Exhibits-File%20Stamped.pdf
- c https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-03-17_COURT%20APPROVED%20SUPPLEMENT%20TO%20DULBERGS%20RESPONSE%20TO%20ADRS%20PETITION%20FOR%20AN%20AWARD%20OF%20ATTORNEYS%20FEES%20AND%20COSTS%20with%20Exhibits_File%20Stamped.pdf
- d https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-05-20_MOTION%20TO%20RECONSIDER%20APRIL%202022%202025%20FINAL%20ORDER%20BASED%20ON%20MISTAKES%20IN%20LAW_Exhibits-Filestamped.pdf
- e https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2056_Complete%20legal%20argument%20between%20Talarico%20and%20ADR%20Systems/2025-07-11_DULBERGS%20RESPONSE%20TO%20TALARICOS%20MOTION%20TO%20UNSEAL%20with%20exhibits-FS%202025-07-14.pdf
- f series also available at www.fraudonthecourt.net/video
- g https://www.fraudonthecourt.net/ardc/2025-01-14_IARDC%20Letter_2024IN00264_Talarico_OCR.pdf
- h https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2066_Tables/Table%204.pdf
- i https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2066_Tables/Table%207.pdf
- j https://www.fraudonthecourt.net/ardc/2023-11-01_R_in_ltr_c_r_jt_response_-_Clinton_et_al_.PDF
- k https://www.fraudonthecourt.net/ardc/2023-07-24_ARDC%20Complaint%20Clinton-Williams.pdf
- l https://www.fraudonthecourt.net/ardc/2024-02-27_MAINLIB-%231715962-v1-LTR_-_Closure_Ltr_to_CW_-_Clinton.pdf
- m https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2066_Tables/Table%203.pdf
- n https://www.fraudonthecourt.net/ardc/2023-10-31_ARDC%20Complaint_KELLY%20N%20BAUDIN-WILLIAM%20RANDAL%20BAUDIN%20II.pdf
- o All attorney-client email communication between Dulberg and Talarico and Kost and Talarico (about 2600 email files) are available online at this link: https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/
- p https://www.fraudonthecourt.net/exhibits/Exhibit%20123_2018-10-02_second_amended_complaint_comments.txt
- q https://www.fraudonthecourt.net/ardc/2024-07-02_Gooch%20response%20to%20ARDC%20complaint_OCR.pdf
- r All attorney-client email communication between Dulberg and Gooch are available online at this link: <https://www.fraudonthecourt.net/exhibits/Key%20Clinton%20Folder%2015-Gooch%20communications%20sent%20to%20Williams/>
- s https://www.fraudonthecourt.net/exhibits/Group%20Exhibit%2050_Dulberg-Talarico%20communication%20from%20October,%202020%20onward/2024-01-06_1152-32_Alphonse%20Talarico_%20contact@lawofficeofalphonsetalarico.com_Preamble.pdf



Office of Disability Adjudication and Review
Ste 200
1033 University PL
Evanston, IL 60201

Date: April 20, 2017

Paul R Dulberg
4606 Hayden Ct
Mchenry, IL 60051

Notice of Decision –Fully Favorable

I carefully reviewed the facts of your case and made a fully favorable decision on your application(s) for a period of disability, disability insurance benefits, and Supplemental Security Income filed on March 30, 2012 and March 30, 2012. I stated the basis for my decision at your hearing held on April 20, 2017. I adopt the findings of fact and reasons that I gave at the hearing. Please read this notice of decision.

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.

If you would like more information about my decision, I can provide you with a record of my oral decision. You must ask for this record in writing. You may mail or bring your request to any Social Security or hearing office. Please put the Social Security number shown above on your request.

Another office will process my decision and decide if you meet the non-disability requirements for Supplemental Security Income payments. That office may ask you for more information. If you do not hear anything within 60 days of the date of this notice, please contact your local office. The contact information for your local office is at the end of this notice.

If You Disagree With My Decision

If you disagree with my decision, you may file an appeal with the Appeals Council.

How To File An Appeal

To file an appeal you or your representative must ask in writing that the Appeals Council review my decision. You may use our Request for Review form (HA-520) or write a letter. The form is available at www.socialsecurity.gov. Please put the Social Security number shown above on any

Form HA-82 (07-2011)

Suspect Social Security Fraud?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline
at 1-800-269-0271 (TTY 1-866-501-2101).

See Next Page



appeal you file. If you need help, you may file in person at any Social Security or hearing office.

Please send your request to:

**Appeals Council
Office of Disability Adjudication and Review
5107 Leesburg Pike
Falls Church, VA 22041-3255**

Time Limit To File An Appeal

You must file your written appeal **within 60 days** of the date you get this notice. The Appeals Council assumes you got this notice 5 days after the date of the notice unless you show you did not get it within the 5-day period.

The Appeals Council will dismiss a late request unless you show you had a good reason for not filing it on time.

What Else You May Send Us

You or your representative may send us a written statement about your case. You may also send us new evidence. You should send your written statement and any new evidence **with your appeal**. Sending your written statement and any new evidence with your appeal may help us review your case sooner.

How An Appeal Works

The Appeals Council will consider your entire case. It will consider all of my decision, even the parts with which you agree. Review can make any part of my decision more or less favorable or unfavorable to you. The rules the Appeals Council uses are in the Code of Federal Regulations, Title 20, Chapter III, Part 404 (Subpart J) and Part 416 (Subpart N).

The Appeals Council may:

- Deny your appeal,
- Return your case to me or another administrative law judge for a new decision,
- Issue its own decision, or
- Dismiss your case.

The Appeals Council will send you a notice telling you what it decides to do. If the Appeals Council denies your appeal, my decision will become the final decision.

The Appeals Council May Review My Decision On Its Own

The Appeals Council may review my decision even if you do not appeal. They may decide to review my decision within 60 days after the date of the decision. The Appeals Council will mail you a notice of review if they decide to review my decision.

When There Is No Appeals Council Review

If you do not appeal and the Appeals Council does not review my decision on its own, my decision will become final. A final decision can be changed only under special circumstances. You will not have the right to Federal court review.

If You Have Any Questions

We invite you to visit our website located at www.socialsecurity.gov to find answers to general questions about social security. You may also call (800) 772-1213 with questions. If you are deaf or hard of hearing, please use our TTY number (800) 325-0778.

If you have any other questions, please call, write, or visit any Social Security office. Please have this notice and decision with you. The telephone number of the local office that serves your area is (877)405-7828. Its address is:

Social Security
2450 Lake Shore Dr
Woodstock, IL 60098-6911

/s/ Lovert F. Bassett

Lovert F. Bassett
Administrative Law Judge

April 20, 2017

Date

Enclosures:

Form HA-L15 (Fee Agreement Approval)

cc: Frederick J. Daley, Jr
Daley Disability Law
601 W Randolph St
Ste 300
Chicago, IL 60661

SOCIAL SECURITY ADMINISTRATION
Office of Disability Adjudication and Review

ORDER OF ADMINISTRATIVE LAW JUDGE

IN THE CASE OF

Paul R Dulberg
(Claimant)

(Wage Earner)

CLAIM FOR

Period of Disability, Disability Insurance
Benefits, and Supplemental Security Income

(Social Security Number)

I approve the fee agreement between the claimant and his representative subject to the condition that the claim results in past-due benefits. My determination is limited to whether the fee agreement meets the statutory conditions for approval and is not otherwise excepted. I neither approve nor disapprove any other aspect of the agreement.

YOU MAY REQUEST A REVIEW OF THIS ORDER AS INDICATED BELOW

Fee Agreement Approval: You may ask us to review the approval of the fee agreement. If so, write us within 15 days from the day you get this order. Tell us that you disagree with the approval of the agreement and give your reasons. Your representative also has 15 days to write us if he or she does not agree with the approval of the fee agreement. Send your request to this address:

Sherry D. Thompson
Regional Chief Administrative Law Judge
SSA ODAR Regional Ofc
Ste 2901
200 W Adams St
Chicago, IL 60606-5234

Fee Agreement Amount: You may also ask for a review of the amount of the fee due to the representative under this approved fee agreement. If so, please write directly to me as the deciding Administrative Law Judge within 15 days of the day you are notified of the amount of the fee due to the representative. Your representative also has 15 days to write me if he/she does not agree with the fee amount under the approved agreement.

You should include the social security number(s) shown on this order on any papers that you send us.

/s/ *Lovert F. Bassett*

Lovert F. Bassett
Administrative Law Judge

April 20, 2017

Date

cc: Frederick J. Daley, Jr
Daley Disability Law [REDACTED]
601 W Randolph St
Ste 300
Chicago, IL 60661

Paul R Dulberg
(Claimant)

(Wage Earner)

Shirley D. Thompson
Regional Chief Administrative Law Judge
224 OSCAR Regional Office
Ste 2001
200 W Adams St
Chicago, IL 60606-5224

SSA ODAR
Ste 200
1033 University PL
Evanston, IL 60201

000005510 I=000000 0420 IP CIT



5506 1 MB 0.420



Paul R Dulberg
4606 Hayden CT
Mchenry, IL 60051

0.999 oz 109132-001-0/3180449 0005510 0032369 I=00000



From: Alphonse Talarico contact@lawofficeofalphonsetalarico.com  
Subject: Additional Courtesy Copy filed Notice of Appeal
Date: March 3, 2023 at 1:13 PM
To: George Flynn gflynn@karballaw.com



Dear Mr. Flynn,

Please see the attached.

Sincerely,

Alphonse A. Talarico
312-808-1410

CC to George K. Flynn.pdf
4.5 MB



Instructions ▼ Check the box to the right if your case involves parental responsibility or parenting time (custody/visitation rights) or relocation of a child. Just below "Appeal to the Appellate Court of Illinois," enter the number of the appellate district that will hear the appeal and the county of the trial court. If the case name in the trial court began with "In re" (for example, "In re Marriage of Jones"), enter that name. Below that, enter the names of the parties in the trial court, and check the correct boxes to show which party is filing the appeal ("appellant") and which party is responding to the appeal ("appellee"). To the far right, enter the trial court case number, the trial judge's name, and the Supreme Court Rule that allows the appellate court to hear the appeal.	☐ THIS APPEAL INVOLVES A MATTER SUBJECT TO EXPEDITED DISPOSITION UNDER RULE 311(a). APPEAL TO THE APPELLATE COURT OF ILLINOIS <u>SECOND</u> District from the Circuit Court of <u>McHenry</u> County In re _____ <u>Paul R. Dulberg</u> Plaintiffs/Petitioners (<i>First, middle, last names</i>) ☒ Appellants ☐ Appellees v. <u>Hans Mast and The Law Offices of Thomas J. Popovich, P.C.</u> Defendants/Respondents (<i>First, middle, last names</i>) ☐ Appellants ☒ Appellees	Trial Court Case No.: <u>17LA000377</u> Honorable <u>Joel D. Berg for S.J. only</u> Judge, Presiding Supreme Court Rule: <u>303</u>
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NOTICE OF APPEAL (CIVIL)

In 1, check the type of appeal.

For more information on choosing a type of appeal, see *How to File a Notice of Appeal*.

1. Type of Appeal:

- ☒ Appeal
- ☐ Interlocutory Appeal
- ☐ Joining Prior Appeal
- ☐ Separate Appeal
- ☐ Cross Appeal

In 2, list the name of each person filing the appeal and check the proper box for each person.

2. Name of Each Person Appealing:

Name: Paul R. Dulberg

First Middle Last

- ☒ Plaintiff-Appellant ☐ Petitioner-Appellant
- ☐ Defendant-Appellant ☐ Respondent-Appellant

Name:

First

Middle

Last

☐ Plaintiff-Appellant

☐ Petitioner-Appellant

OR

☐ Defendant-Appellant

☐ Respondent-Appellant

In 3, identify every order or judgment you want to appeal by listing the date the trial court entered it.

3. List the date of every order or judgment you want to appeal:

05/10/2018

Date

09/07/2021

Date

11/13/2018

Date

01/04/2022

Date

02/25/2019

Date

05/02/2022

Date

05/30/2019

Date

06/10/2022

Date

09/05/2019

Date

07/11/2022

Date

11/04/2019

Date

11/09/2022 (08:20 AM)

Date

02/03/2020

Date

11/09/2022 (08:27 AM)

Date

11/24/2020

Date

12/06/2022

Date

01/06/2021

Date

12/21/2022

Date

02/11/2021

Date

02/01/2023

Date

03/16/2021

Date

04/06/2021

Date

06/14/2021

Date

4. State your relief:

In 4, state what you want the appellate court to do. You may check as many boxes as apply.

- ☒ reverse the trial court's judgment (*change the judgment in favor of the other party into a judgment in your favor*) and ☒ send the case back to the trial court for any hearings that are still required;
- ☐ vacate the trial court's judgment (*erase the judgment in favor of the other party*) and ☐ send the case back to the trial court for a new hearing and a new judgment;
- ☒ change the trial court's judgment to say: Defendants' Motion for Summary Judgment is Denied
- ☒ Order the trial court to: transfer this case to the first district (Cook County Law Division) for reassignment; order Defendants to answer the Discovery filed and served by Plaintiff's attorney Thomas W. Gooch;
- ☒ other: Judge Thomas Meyer should have self-recused because he knows the parties, was the Judge in the underlying matter 12 LA 178 and is friends with one of the Defendants. Therefore all orders should be reviewed; have Case Management Conferences and Case Management Orders; reopen F(1) discovery; Plaintiff's privileged discussions with his attorney Thomas W. Gooch after retention regarding when he knew that Defendants actions were malpractice should be removed from the record; find that Plaintiff's objections of "undue burden" to Defendants' Supplemental Requests should be ruled/treated the same as Defendants' discovery objections of undue burden; determine whether a hearing on Plaintiff's objections made at Plaintiff's deposition were valid; have all Court orders redesignated to match the enter date to the file date and to the hearing date; strike all motions instigated by the Court; all stipulations must be signed by the party making the stipulation; proposed order not agreed to by the Plaintiff should not have been sent to this Honorable Court and should not have been entered; Plaintiff, a Party with a Pro Se appearance previously filed, should have been allowed to hear and speak at the Zoom proceedings when his attorney was hospitalized; oral motions not filed or noticed should not be allowed; the Judge should not be allowed to make an oral motion and grant his own oral motion; depositions that violate (multiple) Supreme Court rules should be stricken; Zoom depositions with missing exhibits should be stricken, Zoom depositions where the officer authorized to administer oaths was never given all exhibits used should be stricken; Defendants' ex parte communication on November 9, 2022 between non-attorney Ms. Wang and Plaintiff's former attorney Julie C. Williams (formerly Julia C. Floyd) and any other ex parte communication between: this Honorable Court; Plaintiff's former attorneys and Defendants' former offices should be revealed; the Order entered on December 6, 2022 should be stricken and a corrected Order should replace it because: there was no order entered on November 11, 2022 (VETERANS DAY); allow the contemporaneous audio recording of Defendant Hans Mast deposition made by the officer authorized to administered oaths be entered in to the record as evidence for the purpose of proof that the Deposition Of Defendant Hans Mast contained numerous major violation of Supreme Court Rules ;strike the Zoom Deposition of Defendant Hans Mast completed in violation of numerous Supreme Court Rules without the waiver of said violation by the Parties; grant Plaintiff's motion to Depose Defendant Hans Mast; deny Defendants' Motion for Summary Judgment based upon the Zoom deposition of Defendant Hans Mast and disregarding the Law of the State of Illinois regarding the Statute of Limitation for Legal Malpractice and the requirement of pecuniary loss as determined by the Illinois Supreme Court in 2022 IL 126935 SUBURBAN REAL ESTATE SERVICES, INC., et al., Appellees, v. WILLIAM ROGER CARLSON JR. et al., Appellants; upon remand to consider Plaintiff's additional vicarious pecuniary losses stemming from Defendants erroneous settlement advice in the underlying case to release the homeowners for \$5,000.00 (the McGuires in the underlying

and grant any other relief that the court finds appropriate.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name. Fill in your address, telephone number, and email address, if you have one.

All appellants must sign this form. Have each additional appellant sign the form here and enter their complete name, address, telephone number, and email address, if they have one.

/s/ Paul R Dulberg

Your Signature

Paul R Dulberg

Your Name

pdulberg@icloud.com

Email

4606 Hayden Ct.

Street Address

McHenry, Illinois, 60051

City, State, ZIP

(847) 497-4250

Telephone

Attorney # (if any)

Additional Appellant Signature

/s/

Signature

Street Address

Name

City, State, ZIP

Email

Telephone

Attorney # (if any)

GETTING COURT DOCUMENTS BY EMAIL: You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

PROOF OF SERVICE (You must serve the other party and complete this section)

In 1a, enter the name, mailing address, and email address of the party or lawyer to whom you sent the document.

In 1b, check the box to show how you sent the document, and fill in any other information required on the blank lines.

In 1b, check the box to show how you are sending the document.
CAUTION: If you and the person you are sending the document to have an email address, you **must** use one of the first two options. Otherwise, you may use one of the other options.

In c, fill in the date and time that you sent the document.

In 2, if you sent the document to more than 1 party or lawyer, fill in a, b, and c. Otherwise leave 2 blank.

1. I sent this document:

a. To:

Name: George K. Flynn
First Middle Last
Address: 200 S. Wacker Drive #2550, Chicago, Illinois, 60606
Street, Apt # City State ZIP
Email address: gflynn@karballaw.com

b. By:

☒ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☐ Mail or third-party carrier

c. On: March 3, 2023

Date

At: 3:30 ☐ a.m. ☒ p.m.

Time

2. I sent this document:

a. To:

Name: _____
First Middle Last
Address: _____
Street, Apt # City State ZIP
Email address: _____

b. By:

☐ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☐ Mail or third-party carrier

c. On: _____

Date

At: _____ ☐ a.m. ☐ p.m.

Time

In 3, if you sent the document to more than 1 party or lawyer, fill in a, b, and c. Otherwise leave 2 blank.

3. I sent this document:

a. To:

Name:

First

Middle

Last

Address:

Street, Apt #

City

State

ZIP

Email address:

b. By:

☐ An approved electronic filing service provider (EFSP)

☐ Email (not through an EFSP)

Only use one of the methods below if you do not have an email address, or the person you are sending the document to does not have an email address.

☐ Personal hand delivery to:

☐ The party

☐ The party's family member who is 13 or older, at the party's residence

☐ The party's lawyer

☐ The party's lawyer's office

☐ Mail or third-party carrier

c. On:

Date

At:

Time

☐

a.m.

☐

p.m.

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

If you are completing this form on a computer, sign your name by typing it. If you are completing it by hand, sign by hand and print your name.

I certify that everything in the Proof of Service is true and correct. I understand that making a false statement on this form is perjury and has penalties provided by law under 735 ILCS 5/1-109.

/s/ Alphonse A. Talarico

Your Signature

Alphonse A. Talarico

Print Your Name

6184530

Attorney # (if any)

Print Form

Save Form

Reset Form

From: Alphonse Talarico contact@lawofficeofalphonsetalarico.com  
Subject: Duplicate Clerk's fee required.
Date: March 7, 2023 at 2:55 PM
To: Paul Dulberg pdulberg@icloud.com, Paul Dulberg Paul_Dulberg@comcast.net



Dear Mr. Dulberg,

Please see the attached.

I believe my fee to file with the Appellate Court is an additional \$50.00.

Thank you,
Alphonse A. Talarico

Clerks fee for Record on Appeal
CC-Civil - 2017LA000377 -...



KATHERINE M. KEEFE

Civil Division
815 224 1210



KATHERINE M. KEEFE
Clerk of the Circuit Court
22nd JUDICIAL CIRCUIT McHENRY COUNTY
2200 N. Seminary Avenue
Woodstock, IL 60098
www.mchenrycircuitclerk.org

Civil Division
815.334.4310
Criminal/Traffic Division
815.334.4190
Felony/Juvenile Division
815.334.4313
Fax
815.338.8583

March 7, 2023

ALPHONSE A TALARICO
707 SKOKIE BLVD, STE 600
NORTHBROOK, IL 60062

** FILED ** Env: 21759412
McHenry County, Illinois
2017LA000377
Date: 3/7/2023 1:53 PM
Katherine M. Keefe
Clerk of the Circuit Court

Title: DULBERG, PAUL VS MAST, HANS, ET AL
Case Number: 2017LA000377
Appellate Court Case Number: 2-23-0072

Please be advised that the electronic record is due at the Appellate Court on or before **May 5, 2023**.

- The Clerk's Statutory fee for this record is **\$707.75** and shall be paid before the record can be electronically transmitted to the Appellate Court. ***If mailing payment, please contact the Appeals Division at (815) 334-4058 by April 21, 2023, to confirm that your payment has been received or pay on-line www.mchenrycircuitclerk.org click make payment then the 3rd green box.***
- The Clerk's Statutory fee for this record has been paid or waived by court order. The record was electronically transmitted to the Appellate Court on.
- This record contains Trial Court Exhibits:
 - You are responsible for picking up the exhibits and delivering them to the Appellate Court.
 - The exhibits will be mailed to the State Appellate Defender's Office.
 - The exhibits will be filed electronically with the Appellate Court.

To view or request a copy of the Record on Appeal, please contact the Appellate Court at (847) 695-3750.

Sincerely,

Clerk of the Circuit Court McHenry County



KATHERINE M. KEEFE
Clerk of the Circuit Court
22nd JUDICIAL CIRCUIT McHENRY COUNTY
2200 N. Seminary Avenue
Woodstock, IL 60098
www.mchenrycircuitclerk.org

Civil Division
815.334.4310
Criminal/Traffic Division
815.334.4190
Felony/Juvenile Division
815.334.4313
Fax
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March 7, 2023

ALPHONSE A TALARICO
707 SKOKIE BLVD, STE 600
NORTHBROOK, IL 60062

** FILED ** Env: 21759412
McHenry County, Illinois
2017LA000377
Date: 3/7/2023 1:53 PM
Katherine M. Keefe
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To view or request a copy of the Record on Appeal, please contact the Appellate Court at (847) 695-3750.

Sincerely,

Clerk of the Circuit Court McHenry County

my extremely stressful personal problem that added to the normal high stress of practicing law. I asked to be notified if either had an objection and that I would wait a reasonable amount of time to include any objection they might have . (Ill. S. Ct. 361(a) and Local Rule Article 1 General Rules 102(b).

2. On July 24, 2023 I received a telephone message from Defendants' attorneys stating Defendants have no objections. .
3. The number of days previously requested is 60, the number of days previously granted is 60, and the total number of days is 60.(Local rule 104 (a)(1))
4. The total number of days requested, and the total number of days granted to other parties are (0) none. (Local Rule 104(a)(2))
5. The number of days that will have elapsed from the date of filing of the Notice of Appeal to the date that the case will be ready for disposition is two hundred fifty-nine days. (Local Rule 104(a)(3), Local Rule 106(b) and Local Rule 108(a) & (b))
6. Appellant filed his Notice of Appeal on March 3, 2023.
7. The Record on Appeal was filed on April 24, 2023 and made available for download on April 25, 2023.
8. Appellant's Brief due date was first extended sixty days by this Honorable Court to July 31, 2023.
9. Sixty days is insufficient to prepare and file Appellant's Brief for the following reasons:
 - 9(a) The record on appeal consists of three volumes totaling 2,660 pages;
 - 9(b) Appellant requested the entire record be prepared, but Appellant's attorney has discovered missing report of proceedings, mismatched sections, documents with only one of the Defendants' names where it should be all,

Memorandums of Law where the body of the motions should be, violations of the Supreme Court of Illinois Standards and Requirements for Electronic Filing the Record on Appeal (Revised- Effective March 1, 2022) regarding §1. Definitions (i) Hyperlink-... and so on. (Investigation Continues.)

10. Appellant's attorney has made extensive efforts to have Appellant's Brief ready for filing by the July, 31, 2023 considering the above listed problems and his Court hearing/filing schedule on April 25, 2023 case # 2021P008775 Public Administrator's motion, May 4, 2023 case # 2022L010905 where he argued a "Motion for a Special Order" and additionally he had to brief two separate 735 ILCS 5/2-619.1 motions and a separate 735 ILCS 5/2-615 motion for hearings on May 25, 2023 and July 31, 2023, resolve a dispute regarding an order to be entered on May 4, 2023 where the Honorable Judge declined to choose between proposed orders and there wasn't a Court Reporter, drafting and filing/serving case # 2023CH04351 on May 2, 2023 a Complaint for Declaratory Judgment with an expiring Statute of Limitations against a municipal corporation and twenty-one additional defendants and two emergency personal problems as previously stated in support of Appellant's first Motion for Extension of Time.

Subsequent to the filing of Appellant's initial Motion for Extension of Time the following court schedule required Appellant's Attorney's preparation and appearances: May 31, 2023 The Estate of Hutchinson, Deceased 19PR000098 continuing after remand from the Illinois Appellate Court, 2nd District for further proceedings; Dulberg v. Baudins et al 2022L010905 drafting and filing Response to Defendants' 735 ILCS 2-619.1 Motions to Dismiss; Dulberg v. Olsen Notice of Supreme Court rule 304(a) Appeal First District 1-23-1142 on June 26, 2023; (on June 28, 2023 a traumatic

personal event that was experienced by Appellant Paul R. Dulberg” attorney that continues to the filing of this Second Motion for Extension of Time and onward (Please see below); preparation for a sur-response in Dulberg v. Baudins et al; preparation for an Amended Complaint and Response for a Motion for Summary Judgment due with an appearance July 31, 2023 in 2022L010905, Court Appearance on July 20, 2023 two separate Defendants’ 735 ILCS 5/2-615 Motions to Dismiss Case 2023CH 04351, First District, Kost v. Village of Mt. Prospect et al;

Appellant’s Attorney traumatic ongoing event began on June 28, 2023 and continues.

On June 28, 2023 Appellant’s Attorney’s Fiancée entered the airport in Manila, Philippines to take a flight to the U.S. to meet with future family, current friends, and Appellant’s Attorney. The scheduled flight was to stop in Tokyo, Japan for a short lay over then on to O’Hare International Airport (ORD) Illinois.

June 28, 2023 in the Manila, Philippines was the last time anyone has seen or heard from her.

She did not arrive at O’Hare and a cooperative customs agent told Appellants’ Attorney that she was not being detained by customs and upon further investigation stated she was not on the passenger manifest of the connecting flight in Tokyo, Japan. Subsequently, the embassies in both countries were contacted, an international investigation firm was hired and local government personnel began an independent investigation.

No trace of Appellant’s Attorney’s Fiancée has been found.

The stress of an active practice coupled with the terrible stress of a missing loved one for over 27 days has affected Appellant’s Attorney in many negative ways.

11. Appellant is a sole practitioner and has no full-time staff to help in the preparation of Appellant's Brief.

Wherefore, Plaintiff-Appellant prays that this Honorable Court recognize Plaintiff-Appellant's Attorney good faith and extensive efforts to comply with the initial and extended briefing schedule, the problems caused by the Report on Appeal based on its page size and the errors by the Clerk of the Circuit Court in preparation of the Record on Appeal (and as additional relief consider ordering the Clerk to prepare an Amended Record on Appeal) and grant Appellant a minimum of 60 additional days up to and including September 29, 2023 to file his Appellant's Brief and any and all additional relief this Honorable Court deems equitable and just.

Dated: July 24, 2023

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

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/ Alphonse A. Talarico

2-23-0072

E-FILED
Transaction ID: 2-23-0072
File Date: 7/24/2023 4:27 PM

Jeffrey H. Kaplan, Clerk of the Court
APPELLATE COURT 2ND DISTRICT

PROOF OF DELIVERY

SC

I am sending this Motion for Extension of Time to File Appellant's Brief , Proposed Order and

Notice of Filing to George K. Flynn and Michelle M. Blum , Karbal Cohen

Economou Silk Dunne, LLC., 200 S Wacker Drive, Suite 2550, Chicago, Illinois 60606, Tel:

(312) 431-3700, Fax: (312) 431-3670, gflynn@karballaw.com, mblum@karballaw.com by an

approved electronic filing service provider (EFSP) on July 24, 2023 at 4:30 p.m.

I certify that everything in the *Proof of Delivery* is true and correct. I understand that a false statement herein is perjury and has penalties provided by law under 735 ILCS 5/1-109.

Dated: July 24, 2023

/s/ Alphonse A. Talarico

ARDC 6184530

707 Skokie Boulevard suite 600

Northbrook, Illinois 60062

(312) 808-1410

contact@lawofficeofalphonsetalarico.com



SC

No. 2-23-0072

IN THE APPELLATE COURT OF ILLINOIS
SECOND JUDICIAL DISTRICT

PAUL R. DULBERG,

Plaintiff-Appellant

HANS MAST and the LAW OFFICES OF
THOMAS J. POPOVICH, P.C.

Defendants-Appellees

) Appeal from the Circuit Court of the
) 22nd Judicial Circuit, McHenry County,
) Illinois
)
)
)
)
)
)
)
)
)
)Honorable Joel D. Berg, Judge Presiding
)Date of Notice of Appeal March 3, 2023
)Date of Judgment February 1, 2023
)Date of Post judgment Motion Order: None

**NOTICE OF FILING SECOND MOTION FOR EXTENSION OF TIME TO FILE
APPELLANT'S BRIEF**

TO: George K. Flynn and Michelle M. Blum
Karbal Cohen Economou Silk Dunne, LLC
200 S Wacker Drive, Suite 2550
Chicago, Illinois 60606
Tel: (312) 431-3700, Fax: (312) 431-3670
gflyn@karballaw.com
mblum@karballaw.com

PLEASE TAKE NOTICE that on July 24, 2023, the undersigned filed the NOTICE OF FILING SECOND MOTION FOR EXTENSION OF TIME TO FILE APPELLANT'S BRIEF of Plaintiff-Appellant Paul R. Dulberg with the Clerk of the Appellate Court Second District, Illinois, a copy is hereby served upon you.

CERTIFICATE OF SERVICE BY ELETRONIC DELIVERY

I, Alphonse Talarico, an attorney, on oath state that I served the foregoing:

NOTICE OF FILING MOTION FOR
EXTENSION OF TIME TO FILE
APPELLANT'S BRIEF upon
counsel listed above by an approved
electronic filing service provider
(EFSP) on July 24, 2023 at 4:30 p.m.

/s/ Alphonse A. Talarico
ARDC 6184530
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

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/ Alphonse A. Talarico

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

#5

Plaintiff

Dulberg

vs

Defendant

Gagnon

Case Number

12LA 000178

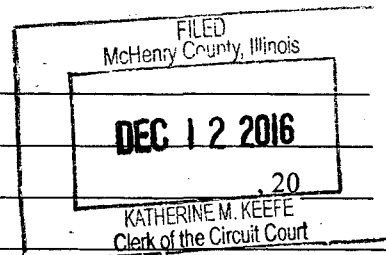
Circuit Clerk Use Only

ORD

ORDJ

ORDDWP

Agreed ORDER



- ☐ Plaintiff(s) appear in person/by attorney _____
- ☐ Defendant(s) appear in person/by attorney _____
- ☐ Summons not served; alias summons to issue; return date _____
- ☐ Summons has been properly served on Defendant(s) _____
- ☐ Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- ☐ Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- ☐ Case set for ☐ trial ☐ arbitration on _____, 20____ at _____ m. in Courtroom _____
- ☐ Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.

- ☐ Defendant(s) shall file an answer or other pleading within _____ days of today's date.
- ☐ This case is continued on Motion of ☐ Plaintiff; ☐ Defendant; ☐ By Agreement; ☐ Court; to _____, 20____ at _____ m. for _____.
- ☐ Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.
- ☒ Case dismissed with/without prejudice on Plaintiff's *and defendant's agreed* motion.
- ☐ After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- ☐ After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).
- ☐ COURT FURTHER ORDERS: _____

Date:

12/12/16

Redding

[Signature]
Judge

Date : 11/10/2022 12:56:36 PM
From : "Alphonse Talarico"
To : "Paul Dulberg"
Subject : Re: Document suppression smoking gun

Yes, thank you

From: Paul Dulberg <pdulberg@icloud.com>
Sent: Thursday, November 10, 2022 12:40 PM
To: Alphonse Talarico <contact@lawofficeofalphonsetalarico.com>
Subject: Document suppression smoking gun

Attachment available until Dec 10, 2022

Let me know if this works

[Click to Download](#)

document_suppression_smoking_gun.zip
87.9 MB

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 should 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.

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 AGAINST 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 Plaintiff's 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 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 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 files) because Popovich and Mast did not include it.

A pharmacy receipt with the time of prescription 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 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 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"

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 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. 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 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 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 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 a 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?"

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, 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 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 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, slill_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?"

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, 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 "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."

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 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 modifying our original agreement"

On December 21, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That's just typically what they do is have the release even though there's an award. I have a call into Gooch he's in depositions"

On December 21, 2016 at 1:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, but don't send in that document till we get this worked out. As of now I'm withdrawing my signature till we have something that works."

On December 21, 2016 at 1:08 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If I get the go ahead from Tom, we should be fine, is the one handling that case. I think it has no effect, but he's the one prosecuting the other case while wait to hear what he says"

On December 21, 2016 at 1:10 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Allstate has no business extending letting their client off to letting everyone off. What if I find out one of the surgeons left something inside me? This should just release the policy they represented at the ADR. Nothing more"

On December 21, 2016 at 1:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's boiler plate, fill in the blank language. They didn't write this specifically for you it's just what they use in all cases"

On December 21, 2016 at 1:14 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Anyone agreeing to their fill in the blank form after the ADR agreement is nuts. I expect them to fulfill their ADR agreement with or without this release"

On December 21, 2016 at 1:15 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation"

On December 22, 2016 at 7:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, I'll be at your office to sign the release sometime between 9–10 am. Wish you could just add the changes Thomas gooch suggested and save the trip but I'll show up just to put my initials on it."

On December 22, 2016 at 8:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I will be stuck in court MyrnA has a release"

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

(quote)

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) sixth, to the debtor.

(end quote)

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

Randall Baudin II and Kelly Baudin and The Baudin Law Group were retained by the trustee to represent the bankruptcy estate and Dulberg was the sole stakeholder of all funds in the estate once the first 5 types of claimants listed in section 726 have been paid in full. Therefore Randall Baudin II, Kelly Baudin and The Baudin Law Group acting as legal counsel for the estate owed a duty of due care to Dulberg when acting in this capacity.

On December ##, 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 Sr. Please call me. Thanks, Paul"

On November 7, 2017 at 5:48 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "What did he want?"

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

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

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

Hi Tom,

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

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

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

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

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

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

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

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

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

RBS. he asked what case he represented my brother in

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

RBS. he said he remembered the name and the case

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

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

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

PD I said yes

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

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

RBS thanked me and my mom for the high praise.

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

PD I said yes

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

PD I said what is all this about?

RBS replied, oh now your asking me the questions now

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

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

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

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

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

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

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

RBS asked if Myrna was at that location

PD I said well yes

RBS asked if my mom was doing well

PD I said yes

RBS asked if i liked village squire

PD I said yes

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

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

RBS asked about the case alot

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

PD I told him a basic version of what I knew. I was asked by David if i could use some wood from a tree he was cutting down at his mothers house. I told Dave i would stop by in the morning and see what he had. the next day I went there. His Mother and I got to talking about the people we used to work with while Dave and Bill worked at the tree. Bill got tired after a while and needed to quit. Dave started saying he needed help because he couldn't do it by himself. His mother looked at me and asked if I could help, Dave said come on man help me your just sitting there and all i need you to do is hold branches so they dont move, its easy. besides I helped clean up at your dads when he redid his roof 20 years ago. I said ok, I guess. I got up and helped. everything was going fine for a while then Dave did something stupid and hit the gas while he swung the chainsaw at me, I

couldn't get out of its way and he cut my arm in half. The Dr in the ER said I would Have died if I didnt get medical treatment. That is one emergency room trip you never want to take.

RBS oh, im so sorry.

Was it your dominate arm, is it ok?

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

RBS how many surgeries

PD 3

RBS who were the doctors?

PD do you mean the emergency room dr's?

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

PD um i remember the name Dr. Ford

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

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

RBS was it at northwestern?

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

RBS Dr. Kujawa where

PD oh she is at alexian brothers

RBS ok. Your ok or are you in pain?

PD I have pains

RBS are you on a drip?

PD no nothing like that

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

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

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

PD no thats ok Im good with who im seeing

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

PD Im good

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

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

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

PD um I dont remember any caps but...

RBS

RBS I'm part native american

pd huh

RBS im just joking about that, i made it up

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

PD Because he had Hans Mast lie to me

RBS oh Hans, I know him, Good Guy

PD Thats debatable

RBS what happened with Hans?

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

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

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

RBS This Gagnon Guy, um

His secretary said, he knew him

RBS you knew this Gagnon Guy

PD Yes

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

PD Thats one of my complaints yes

RBS what else

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

RBS They cant let one party go

PD what is that true

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

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

(end quote)

The original malpractice lawsuit, filed by Thomas Gooch on 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 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.

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 Gagnon's 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.

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 should 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.

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 AGAINST 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 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 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 files) because Popovich and Mast did not include it.

A pharmacy receipt with the time of prescription 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 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 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"

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 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. 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 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 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 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 a 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?"

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, 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 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 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, slill_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?"

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, 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 "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."

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 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 modifying our original agreement"

On December 21, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That's just typically what they do is have the release even though there's an award. I have a call into Gooch he's in depositions"

On December 21, 2016 at 1:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, but don't send in that document till we get this worked out. As of now I'm withdrawing my signature till we have something that works."

On December 21, 2016 at 1:08 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If I get the go ahead from Tom, we should be fine, is the one handling that case. I think it has no effect, but he's the one prosecuting the other case while wait to hear what he says"

On December 21, 2016 at 1:10 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Allstate has no business extending letting their client off to letting everyone off. What if I find out one of the surgeons left something inside me? This should just release the policy they represented at the ADR. Nothing more"

On December 21, 2016 at 1:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's boiler plate, fill in the blank language. They didn't write this specifically for you it's just what they use in all cases"

On December 21, 2016 at 1:14 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Anyone agreeing to their fill in the blank form after the ADR agreement is nuts. I expect them to fulfill their ADR agreement with or without this release"

On December 21, 2016 at 1:15 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation"

On December 22, 2016 at 7:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, I'll be at your office to sign the release sometime between 9–10 am. Wish you could just add the changes Thomas gooch suggested and save the trip but I'll show up just to put my initials on it."

On December 22, 2016 at 8:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I will be stuck in court MyrnA has a release"

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

(quote)

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) sixth, to the debtor.

(end quote)

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

Randall Baudin II and Kelly Baudin and The Baudin Law Group were retained by the trustee to represent the bankruptcy estate and Dulberg was the sole stakeholder of all funds in the estate once the first 5 types of claimants listed in section 726 have been paid in full. Therefore Randall Baudin II, Kelly Baudin and The Baudin Law Group acting as legal counsel for the estate owed a duty of due care to Dulberg when acting in this capacity.

On December ##, 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 Sr. Please call me. Thanks, Paul"

On November 7, 2017 at 5:48 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "What did he want?"

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

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

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

Hi Tom,

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

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

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

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

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

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

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

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

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

RBS. he asked what case he represented my brother in

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

RBS. he said he remembered the name and the case

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

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

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

PD I said yes

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

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

RBS thanked me and my mom for the high praise.

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

PD I said yes

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

PD I said what is all this about?

RBS replied, oh now your asking me the questions now

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

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

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

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

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

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

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

RBS asked if Myrna was at that location

PD I said well yes

RBS asked if my mom was doing well

PD I said yes

RBS asked if i liked village squire

PD I said yes

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

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

RBS asked about the case alot

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

PD I told him a basic version of what I knew. I was asked by David if i could use some wood from a tree he was cutting down at his mothers house. I told Dave i would stop by in the morning and see what he had. the next day I went there. His Mother and I got to talking about the people we used to work with while Dave and Bill worked at the tree. Bill got tired after a while and needed to quit. Dave started saying he needed help because he couldn't do it by himself. His mother looked at me and asked if I could help, Dave said come on man help me your just sitting there and all i need you to do is hold branches so they dont move, its easy. besides I helped clean up at your dads when he redid his roof 20 years ago. I said ok, I guess. I got up and helped. everything was going fine for a while then Dave did something stupid and hit the gas while he swung the chainsaw at me, I

couldn't get out of its way and he cut my arm in half. The Dr in the ER said I would Have died if I didnt get medical treatment. That is one emergency room trip you never want to take.

RBS oh, im so sorry.

Was it your dominate arm, is it ok?

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

RBS how many surgeries

PD 3

RBS who were the doctors?

PD do you mean the emergency room dr's?

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

PD um i remember the name Dr. Ford

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

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

RBS was it at northwestern?

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

RBS Dr. Kujawa where

PD oh she is at alexian brothers

RBS ok. Your ok or are you in pain?

PD I have pains

RBS are you on a drip?

PD no nothing like that

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

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

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

PD no thats ok Im good with who im seeing

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

PD Im good

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

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

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

PD um I dont remember any caps but...

RBS

RBS I'm part native american

pd huh

RBS im just joking about that, i made it up

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

PD Because he had Hans Mast lie to me

RBS oh Hans, I know him, Good Guy

PD Thats debatable

RBS what happened with Hans?

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

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

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

RBS This Gagnon Guy, um

His secretary said, he knew him

RBS you knew this Gagnon Guy

PD Yes

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

PD Thats one of my complaints yes

RBS what else

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

RBS They cant let one party go

PD what is that true

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

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

(end quote)

The original malpractice lawsuit, filed by Thomas Gooch on 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 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.

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 Gagnon's 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.

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

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

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

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

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

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin & Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

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

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

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

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

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

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

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

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

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

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"
26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."
27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"
28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."
29. On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.
30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"
31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"
32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow"
33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh Please answer this in the morning How are costs and attorney fees handled in binding arbitration? Do they come out of the award or are they in addition to the award like a trial?"
34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Both Handled the same as trial."
35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are awarded separate from the award or do they still come out of the 300k cap?"
36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "If at trial and win 300 max Costs not above that. Same as mediation. We can ask for judge to award costs in both. Up to judge to award. Also costs mean filing fee service fee. Not the costs like experts bills."
37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"
38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."
39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

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

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 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 words, if they won't concede anything prior to arbitration then they won't negotiate or concede anything once the arbitration starts and if that's the case, what's the point. We need something to show they are sincere in trying to resolve this. Up the lower limits from 50k to 150k, concede on the medical portion, out of pocket expenses, attorneys fees or how about just resolving their portion and leave their chainsaw wielding idiot open to defend himself in this lawsuit. Perhaps they can give on something I haven't thought of yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter and I'll agree To do it"

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

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

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

THE COURT: Okay.

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

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

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

THE COURT: Interesting.

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

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

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

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

MR. OLSEN: Correct.

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

MR. OLSEN: Thanks, Your Honor." (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, 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 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 â€“ 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 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

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 should 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.

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 AGAINST 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 Plaintiff's 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 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."

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 files) because Popovich and Mast did not include it.

A pharmacy receipt with the time of prescription 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 McGuire'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 Gagnon's answers to interrogatories.

[EVERYTHING ABOVE WAS REMOVED. THE BODY OF THE FILED COMPLAINT STARTS FROM AROUND SEPTEMBER, 2015. ALL SECTIONS BELOW WERE ALSO REMOVED.]

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 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 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 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 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 11:45 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 1:49 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 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 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 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?"

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 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 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, 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. 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 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"

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: "..."

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 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 modifying our original agreement"

On December 21, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That's just typically what they do is have the release even though there's an award. I have a call into Gooch he's in depositions"

On December 21, 2016 at 1:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, but don't send in that document till we get this worked out. As of now I'm withdrawing my signature till we have something that works."

On December 21, 2016 at 1:08 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If I get the go ahead from Tom, we should be fine, is the one handling that case. I think it has no effect, but he's the one prosecuting the other case while wait to hear what he says"

On December 21, 2016 at 1:10 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Allstate has no business extending letting their client off to letting everyone off. What if I find out one of the surgeons left something inside me? This should just release the policy they represented at the ADR. Nothing more"

On December 21, 2016 at 1:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's boiler plate, fill in the blank language. They didn't write this specifically for you it's just what they use in all cases"

On December 21, 2016 at 1:14 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Anyone agreeing to their fill in the blank form after the ADR agreement is nuts. I expect them to fulfill their ADR agreement with or without this release"

On December 21, 2016 at 1:15 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation"

On December 22, 2016 at 7:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, I'll be at your office to sign the release sometime between 9-10 am. Wish you could just add the changes Thomas gooch suggested and save the trip but I'll show up just to put my initials on it."

On December 22, 2016 at 8:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I will be stuck in court MyrnA has a release"

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

(quote)

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) sixth, to the debtor.

(end quote)

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

Randall Baudin II and Kelly Baudin and The Baudin Law Group were retained by the trustee to

represent the bankruptcy estate and Dulberg was the sole stakeholder of all funds in the estate once the first 5 types of claimants listed in section 726 have been paid in full. Therefore Randall Baudin II, Kelly Baudin and The Baudin Law Group acting as legal counsel for the estate owed a duty of due care to Dulberg when acting in this capacity.

On December ##, 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 Sr. Please call me. Thanks, Paul"

On November 7, 2017 at 5:48 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "What did he want?"

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

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

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

Hi Tom,

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

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

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

Popovich and Hans Mast.

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

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

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

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

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

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

RBS. he asked what case he represented my brother in

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

RBS. he said he remembered the name and the case

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

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

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

PD I said yes

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

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

RBS thanked me and my mom for the high praise.

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

PD I said yes

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

PD I said what is all this about?

RBS replied, oh now your asking me the questions now

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

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

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

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

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

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

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

RBS asked if Myrna was at that location

PD I said well yes

RBS asked if my mom was doing well

PD I said yes

RBS asked if i liked village squire

PD I said yes

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

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

RBS asked about the case alot

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

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

RBS oh, im so sorry.

Was it your dominate arm, is it ok?

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

RBS how many surgeries

PD 3

RBS who were the doctors?

PD do you mean the emergency room dr's?

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

PD um i remember the name Dr. Ford

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

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

RBS was it at northwestern?

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

RBS Dr. Kujawa where

PD oh she is at alexian brothers

RBS ok. Your ok or are you in pain?

PD I have pains

RBS are you on a drip?

PD no nothing like that

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

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

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

PD no thats ok Im good with who im seeing

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

PD Im good

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

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

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

PD um I dont remember any caps but...

RBS

RBS I'm part native american

pd huh

RBS im just joking about that, i made it up

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

PD Because he had Hans Mast lie to me

RBS oh Hans, I know him, Good Guy

PD Thats debatable

RBS what happened with Hans?

PD Hans lied to me about many things. To start he lied about the Mothers homeowners insurance Policy. Hans Said they would file a summary judgement the next morning at 9 AM and I would get absolutely nothing but if I signed this he could get me 5k on some part of the policy that pays that amount irregardless of who gets hurt on their property. We argued but He even showed me case

law that he said was the law of the land and if I didnt take it I wouldnt get anything. something about 3rd party persons on the property. He also said if i didnt sign it his firm would drop me in the suit against the son David Gagnon. and later on he said you cant blame me i was just doing what the boss said to do and if I didnt like it i could take it up with big Tom the owner of the firm. well I'd hate to break it to Hans but just doing what the boss told me to do is not a valid excuse and never has been when its unethical.

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

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

RBS This Gagnon Guy, um

His secretary said, he knew him

RBS you knew this Gagnon Guy

PD Yes

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

PD Thats one of my complaints yes

RBS what else

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

RBS They cant let one party go

PD what is that true

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

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

(end quote)

The original malpractice lawsuit, filed by Thomas Gooch on 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 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.

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 Gagnon's 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 Dulberg's 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.