

EVIDENCE OF FRAUD ON THE COURT IN 12LA 178 DURING BALKE REPRESENTATION

BRAD BALKE CONTROL OF DULBERG'S PERSONAL INJURY CASE 12LA178

Balke contracted with Dulberg and not with the Bankruptcy Trustee.

Balke told Dulberg (about 11 weeks later) he would withdraw counsel if Dulberg does not settle with Allstate for \$50,000. Dulberg fired Balke.

Relevant Facts:

1. Dulberg filed for bankruptcy in November, 2014.¹
2. Hans Mast and Thomas Popovich repeatedly tried to get Dulberg to settle with Gagnon for \$50,000 or less.²
3. 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, "There's only \$100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only alternative is to take the case to trial and I am not interested in doing that."³
4. On March 19, 2015 Dulberg retained Attorney Brad Balke, who claimed he was willing to take the case against Gagnon to trial.
5. After withdrawal, in exchange for release of his attorney lien⁴ Balke received \$1539.32⁵ for exactly what Balke paid to the Law Offices of Thomas J. Popovich P.C.. Balke then received an overpayment of \$1539.32⁶ from Dulberg's Bankruptcy estate for an attorney lien that was already satisfied. Balke profited an extra \$1539.32 from Dulberg.
6. As stated In re Enyedi, 371 B.R. 327, 334 (N.D. Ill. 2007):

It is well established in case law that acts taken in violation of the automatic stay imposed under section 362(a) of the Bankruptcy Code are deemed void ab initio and lack effect. See Middle Tenn. News Co., Inc. v. Charnel of Cincinnati, Inc., 250 F.3d 1077, 1082 (7th Cir. 2001) ("Actions taken in violation of an automatic stay ordinarily are void."); York Ctr. Park Dist. v. Krilich, 40 F.3d 205, 207 (7th Cir. 1994) (judgment issued against debtors without a modification of the automatic stay must be vacated); Matthews v.

1 [Exhibit 82_Bankruptcy doc 1-0_OCR.pdf](#)

2 [Exhibit 1](#) "Evidence of Fraud on the Court in 12LA178 During Popovich-Mast Representation"

3 [Exhibit 13_DUL001389, 1392, 2732, 2735, 5025, 5028, 6892, 6895, 7285, 7288 and POP000113](#)

4 [Exhibit 245_2015-07-10_Balke Releases all Attorneys liens.pdf](#)

5 [Exhibit 244_2015-07-10_Scan of bank statement showing 1539.32 check Dulberg paid to Balke for costs paid to Popovich.pdf](#)

6 [Group Exhibit 37-bankruptcy_docket_Petition # 14-83578/](#)

Rosene, 739 F.2d 249, 251 (7th Cir. 1984) (orders issued in violation of automatic stay provisions of Bankruptcy Code ordinarily are void); In re Benalcazar, 283 B.R. 514, (Bankr.N.D.Ill. 2002) (same); Garcia v. Phoenix Bond Indem. Co. (In re Garcia), 109 B.R. 335, 340 (N.D.Ill. 1989) (“[T]he fundamental importance of the automatic stay to the purposes sought to be accomplished by the Bankruptcy Code requires that acts in violation of the automatic stay be void, rather than voidable. Concluding that acts in violation of the automatic stay were merely voidable would have the effect of encouraging disrespect for the stay by increasing the possibility that violators of the automatic stay may profit from their disregard of the law, provided it goes undiscovered for a sufficient period of time.”). See also Hood v. Hall, 321 Ill.App.3d 452, 254 Ill. Dec. 470, 747 N.E.2d 510, 512 (2001) (“There is no question that judgments entered in violation of the automatic stay in bankruptcy are void ab initio . . . and that void judgments may be attacked at any time.”); Concrete Prod, Inc. v. Centex Homes, 308 Ill. App.3d 957, 242 Ill.Dec. 523, 721 N.E.2d 802, 804 (1999) (“[A]cts in violation of the section 362(a) automatic stay are void ab initio.”)

7. On April 3, 2015 11:38 AM Dulberg sent an email to Balke stating:¹ “Are we on for the April 9th pretrial in the McHenry County Courthouse?”

8. On April 3, 2015 at 11:59 AM Brad J Balke responded:² “Unbeknowst to me, the Judge cancelled the settlement conference. I am going in front of the Judge on 4/10 to get the settlement conference re-scheduled.”

9. On April 3, 2015 at 3:22:58 PM CDT Dulberg sent an email to Balke with Subject: Re: April 9 th, stating:³ “Should I be there?”

10. On April 10, 2015 the following exchange took place in 22nd Judicial Circuit Court:⁴

THE COURT: Dulberg vs. Gagnon. Mr. Balke. Is this one yours?

MR. BALKE: Which one is this?

THE COURT: Dulberg vs. Gagnon.

MR. BALKE: Yeah. We’re waiting for Acardo on that one, too.

THE COURT: All right.

(Whereupon, other matters were heard and the afore-captioned cause was recalled.)

THE COURT: You’re the only ones here, so...

MR. BALKE: Yeah. We’re waiting for Mr. Acardo, both of us. On my case, which is Dulberg, I think we had a pretrial conference set for today.

1 [Exhibit 13](#) DUL002829, 2830, 2831, 4955, 4956, 4957, 6822, 6823, 6824, 7215, 7216, 7217

2 [Exhibit 13](#) DUL006822, 6823, 7215, 7216

3 [Exhibit 13](#) DUL002829, 2830, 4955, 4956, 6822, 6823, 7215, 7216

4 [Exhibit 231_2015-04-10_ROP 12LA178.pdf](#)

THE COURT: On Dulberg?

MR. BALKE: Yeah.

THE COURT: I don't have it on my schedule.

MR. BALKE: Well, I don't think you did anymore because irreconcilable differences between the plaintiff who was being difficult is now more in line.

THE COURT: Okay.

MR. BALKE: And so I want to get it re-set. I think that's what Accardo wants, too, but I haven't had a chance to talk to him.

THE COURT: I could do --

MR. BALKE: Can you do, like, May 13th? Would that work?

THE COURT: Yes.

MR. BALKE: Yes?

THE COURT: We can do it at 11:00 o'clock on May 13th. If I get a -- if I have a trial going, which seems very doubtful at this point, you guys would end up getting kicked; but I would let you know the day before.

MR. BALKE: Sure. So 5-13 at 11:00 a.m. And I'll just set that, and --

THE COURT: Yeah. And if for some reason you can't do the pretrial, show up on that day at 9:00 a.m. for status.

MR. BALKE: Well, like I said, I think they may have some authority, and I want to get the plaintiff in here to --

A VOICE: Judge, I have written down on that day on my order, too (indiscernible) also put on for the same -

THE COURT: Okay. Which one? What number was yours?

A VOICE: Page 4, No. 12 on Judge Caldwell's call. (Indiscernible).

MR. BALKE: That's fortuitous, isn't it?

A VOICE: Yeah. Sometimes it just works that way.

THE COURT: All right.

11. On Apr 29, 2015, at 9:52 AM Brad Balke sent an email to Dulberg stating:¹ "As discussed, Mast gave me a check for \$3,333.33 along with the file. See PDF attached. I need to deposit this in my IOLTA before the check expires. To that end, Send me a one--line e--mail stating that I have Power of Attorney to endorse the draft on your behalf. The funds will just sit there until we resolve the rest of the case. I'm going to call Perry Accardo again on the settlement conference. He has to call me back." Attached: <check \$5k from McGuire DULBERG.pdf>

¹ [Exhibit 13](#) DUL006821, 7214

12. On April 29, 2015 at 10:12:44 AM CDT Dulberg sent an email to Balke stating:¹ “You have power of attorney to endorse the draft on my behalf. Paul
Ps. Wish I could make Hans choke on this check for his lies/incompetence that lead to such a small amount!”

13. On May 8, 2015 at 12:34:25 PM CDT Dulberg sent an email to Balke stating:² “Yesterday Saul Ferris office called and said they just received back the packet they mistakenly sent to Hans Mast at Popovich law firm. In it is the pretrial settlement memo you wanted to see. There is also the printed depositions of both the homeowners, the defendant and myself. I picked these up this morning. Let me know how to get these to you.”

14. On May 13, 2015 the following exchange took place in 22nd Judicial Circuit Court:³

NO APPEARANCES GIVEN

THE COURT: Counsel, your turn.

UNIDENTIFIED VOICE: I’m going to bring back Mr. Dulberg, too.

THE COURT: Okay. That’s fine.

UNIDENTIFIED VOICE: Thanks, Judge. Or you wanted to me see me first and then --

THE COURT: No, you both can come back.

UNIDENTIFIED VOICE: All right.

(Whereupon, a break in the in-courtroom proceedings was had.)

THE COURT: Counsel.

UNIDENTIFIED VOICE: Just me, Judge?

THE COURT: Yeah, just you.

UNIDENTIFIED VOICE: All right. I’ll be right back. It probably won’t be long.

UNIDENTIFIED VOICE: Okay.

(Whereupon, a break in the in-courtroom proceedings was had.)

UNIDENTIFIED VOICE: Sorry. The judge wants to bring me and the plaintiff back one more time. This should go quick.

(Whereupon, a break in the in-courtroom proceedings was had.)

THE COURT: (Indiscernible). We need a new date. What do you want to do?

UNIDENTIFIED VOICE: Give me at least 30 days probably.

1 [Exhibit 13](#) DUL002846, 4954, 6821, 7214

2 [Exhibit 13](#) DUL002639, 2651, 2675, 2847, 2849, 2850, 2851, 4950, 4951, 4952, 4953, 6817, 6818, 6819, 6820, 7210, 7211, 7212, 7213

3 [Exhibit 232](#) 2015-06-12_ROP 12LA178.pdf

THE COURT: Okay. If we come back for status on June 12th, I can do that. That's exactly 30 days.

UNIDENTIFIED VOICE: Let me check my calendar, Judge. I'm sorry.

THE COURT: Otherwise we're talking the end of the month.

UNIDENTIFIED VOICE: I actually have pretrials in Lake County that morning.

THE COURT: All right. You might not have to be here.

UNIDENTIFIED VOICE: Okay.

THE COURT: So I'm --

UNIDENTIFIED VOICE: Okay. Yeah. If we don't necessarily have to be here, then --

THE COURT: Yeah. It doesn't make any difference to me.

UNIDENTIFIED VOICE: Okay.

THE COURT: Because I'm -- My understanding is that they have got to go talk to some people.

UNIDENTIFIED VOICE: Okay.

THE COURT: Is that a fair statement, counsel?

UNIDENTIFIED VOICE: Yes.

UNIDENTIFIED VOICE: Okay. Understood.

UNIDENTIFIED VOICE: June 12th, you want to do this, Judge?

THE COURT: Yes. But Mr. Accardo can't be here, so.

UNIDENTIFIED VOICE: Oh, okay.

THE COURT: I mean if you were expecting him to show. That just is the one date I'm here.

UNIDENTIFIED VOICE: Yeah. Let's -- Let's get it set for that day --

UNIDENTIFIED VOICE: Okay.

UNIDENTIFIED VOICE: -- and I'll just cover it and --

THE COURT: All right.

UNIDENTIFIED VOICE: (Indiscernible).

THE COURT: If in the interim you guys just talk further and end up settling the matter, just send a dismissal order and I'll enter it at that time.

UNIDENTIFIED VOICE: All right.

UNIDENTIFIED VOICE: Okay.

UNIDENTIFIED VOICE: Should I get the case number, Your Honor, or --

UNIDENTIFIED VOICE: Just (indiscernible)

UNIDENTIFIED VOICE: Is that going to work?

UNIDENTIFIED VOICE: Yeah.

UNIDENTIFIED VOICE: Do you need the case info?

(Whereupon, a discussion took place off the record.)

UNIDENTIFIED VOICE: Thanks for working through lunch, Judge.

UNIDENTIFIED VOICE: Thank you, Judge.

THE COURT: Have a good day.

UNIDENTIFIED VOICE: Don't starve.

15. On May 14, 2015 at 7:16:30 AM CDT Dulberg sent an email to Bulke stating:¹ "Thank you for yesterday. Please find Below is Atty. David Stretch's contact information. He is the Attorney I have to represent myself in the Bankruptcy. If you are not able to read the attachment I can send it in text form.

Also, Today I am going to dig out the paperwork I received from the Bankruptcy trustee relieving me from all debtors other than the medical bills and get it over to Donahue's office as soon as I can." David Stretch.vcf (0.4 KB)

16. On May 15, 2015 2:17 PM Dulberg sent an email to Balke stating:^{2 3} "I sent you a photo of the discharge order from the bankruptcy yesterday. Is the photo sufficient or do I still need to go to Donahue's office and get you a copy? Also, reading the discharge order it seems to me that the bankruptcy is over and I've been discharged from all debt. If that is so, doesn't that mean there is no 15k limit anymore? Below I have attached another photo of the discharge order."

17. On May 15, 2015 at 3:58 PM Brad J Balke sent an email to Dulberg stating:⁴ "The photo is sufficient. Awaiting a call from the trustee. No, the 15k limit is still in force since the case is a recognized asset of yours. Think of it like having real estate, but not selling until after the BK. The asset would still be yours, albeit in a different form."

18. On May 15, 2015 at 6:48:07 PM CDT Dulberg sent an email to Bulke stating:⁵ "I don't understand because I do still have real estate after the bankruptcy and I was told I'm now free to refinance it, sell it or keep it so I'm not sure I get the point but ok I guess"

19. On May 18, 2015 at 8:28 AM Brad J Balke sent an email to Dulberg stating:⁶ "To use a

¹ [Exhibit 13 DUL002857, 4948, 6815, 7208](#)

² [Exhibit 13 DUL002858, 2860, 4944, 4946, 6811, 6813, 7204, 7206](#)

³ [Exhibit 167_Dulberg BK Files Bates 2599 .pdf \(page 1\)](#)

⁴ [Exhibit 13 DUL006811, 7204, 7206](#)

⁵ [Exhibit 13 DUL002858, 7204, 7206](#)

⁶ [Exhibit 13 DUL006811, 7204](#)

different example, let's say you had a non-liquid asset like a rare piece of art. When you file your BK, the trustee doesn't just let you walk away with it, but rather retains an interest in it, until you can take it to an auction. (The case is the same, you still have to pay back the trustee to the extent you can once proceeds from the "sale" are realized.)"

20. On May 18, 2015 at 8:41:02 AM CDT Dulberg sent an email to Balke with Subject: Re: Bankruptcy notice, stating:¹ "Have you talked with the trustee? My understanding was its over and that if I felt strongly about paying those I owed I still could but wasn't required to anymore. If it turns out the suit is still in play for the bankruptcy I wonder why the order from the court I sent you doesn't list the suit as an exemption from the order. On the back of the order it details what the exemptions listed on the front mean and my order didn't have any exemptions listed. Either way it doesn't matter. My thoughts are, if we get enough to pay the debts all the better. Perhaps we can get enough to undo the bankruptcy altogether. Would be nice not having a bankruptcy on the record. Thanks again, Paul"

21. On May 27, 2015 at 11:23:10 AM CDT Dulberg sent an email to Balke with Subject: Settlement vs. trial, stating:² "Talked with my mom and it seems to us that if all I'm going to get is 15k even if we max out the defendants policy limit then I should seriously look at taking this to trial and leaving it up to a jury to decide an appropriate amount. 15k might as well be 0 because it doesn't even begin to pay for the damages I've suffered. I know the risks and that it would cost me almost 20k more in expenses and that the defendant can run off and pay nothing beyond his insurance limits. Assuming that Allstate may claim the act was criminal and that their not responsible has to be overcome. I'm not a mind reader and can't make any claim as to their clients intentions and their client isn't going to self incriminate himself so I don't see how their claim of something criminal can hold water. Especially since their client hasn't been charged with any crimes associated with his actions on that day. At the last court date, The judge asked if I was doing this for principles. I answered no. However, after thinking it through... Seeing as how I'm getting virtually nothing out of this and will eventually lose my home, that I was working most of my life to keep, because SSDI can't cover living here or almost anywhere that I can consider worthy, my principles are evolving and I'm not opposed to going the distance and taking this to trial. I'm willing to make a principled point that people should not get off 'scot free' other than having to find a new insurance company after using a chainsaw on another person causing real life threatening harm with permanent damages. I'm more than positive that a jury will award more than the insurance limits and that we will not recover anything more than those limits, but one thing is almost for sure, the defendant will most likely have to file bankruptcy to protect his assets and the next person he hurts over the next 7-10 years will have full access to his assets because he won't be able to file bankruptcy again for that period. Either way, I get virtually nothing so principles are all I have. On the positive side, If the jury does award an amount more than the insurance limits we get to see if the defendant has any assets that can't be protected and if he does I stand to get the costs of a trial covered a perhaps a smidgen more than 15k, if not, well then I'm in the same boat I am already and nothing changes."

¹ [Exhibit 13 DUL002858, 4944, 6811, 7204](#)

² [Exhibit 13 DUL002868, 4943, 6810, 7203](#)

22. On May 27, 2015 at 1:40 PM Brad J Balke sent an email to Dulberg stating:¹ “Paul, these kind of thoughts are going to get you a \$0 for sure. Call me at my downtown office 3129868063.”

23. On May 27, 2015 at 7:19:56 PM CDT Dulberg sent an email to Balke stating:² “Hi Brad, Just got this message and its late. Not sure what kind of thoughts are the right kind of thoughts in this type of situation. Will call tomorrow Paul”

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

25. On Jun 9, 2015 at 12:24 PM Brad Balke sent an email to Dulberg stating:³ “Paul, Please sign on the line near the red “X”. If you need a notary, you can go to Donahue’s office and sign there.”

26. On June 9, 2015 1:39 PM Dulberg sent an email to Balke stating:⁴ “Who wrote this, you or Allstate?”

27. On Jun 9, 2015 at 1:40 PM Brad J Balke sent an email to Dulberg stating:⁵ “Allstate. It isn’t written particularly for your case. They use the same release for everyone.”

28. On June 9, 2015 at 4:52:13 PM CDT Dulberg sent an email to Balke stating:⁶ “You could have just stopped with this is the best deal you could get but you didn’t. You pulled a Hans and assaulted me when you threatened to remove yourself from this case if I didn’t sign this release before you see the judge. That’s an ultimatum and it’s not something I’m going to react to positively. The way I see it, there is more than just the 2 options in your ultimatum... A.) I can take this deal, shut up, go away and keep suffering and praying for SSDI B.) I can refuse to take this deal, lose you as an attorney and have to find new council or simply represent myself and start over with the same 15k on the table and possibly an extra 15k in bankruptcy surplus while still suffering and preying for SSDI. C.) I can stop this suit all together and lose 15k, in which no one gets anything while I suffer and prey for SSDI Any which way I go, I’m the one who’s getting thrown under the buss and I’m tired of being a victim of others threats.

As of now I’m leaning towards option “C”. As you said, the medical providers have already written off my accounts as loses and that leaves Option “C”, me losing 15k, well, it is kind of a cheap way of saying how I feel about the state of my legal representation and their efforts because their afraid they can’t prove the defendant put a chainsaw into my arm and that the defendants mother is an elderly woman with whom the jury may sympathize yet didn’t see the actual incident, refused to call 911 for help, but did call her insurance followed by a call to the hospital and lied to the staff claiming to be my mother only to disrupt the emergency room treatment not to ask how I was doing but to tell me she was insured. Good for granny, she is

1 [Exhibit 13](#) DUL006808, 7201

2 [Exhibit 13](#) DUL002866, 4941, 6808, 7201

3 [Exhibit 13](#) DUL006803, 6804, 6806, 6807, 7197, 7198, 7199, 7200

4 [Exhibit 13](#) DUL002879, 4936, 4937, 4938, 4939, 6803, 6804, 6805, 6806, 7198, 7197, 7198, 7199

5 [Exhibit 13](#) DUL006803, 6804, 6805, 7196, 7197, 7198

6 [Exhibit 13](#) DUL002878, 4935, 6802, 7195

insured. Where was her slick phone skills when I needed an ambulance and for god sakes why lie to the hospital staff and call me in the emergency room to tell me the most important thing on her mind... The fact that she was insured. Big deal what did it do to help me?

These people had no concern for anyone's well being other than their own. They are the type that deserve to get sued. Granny or not. This may all make a great documentary one day about the state of legal representation and their ethical commitment to following through once they commit themselves to a client. A series false dichotomies of sorts. It is just a leaning towards option "C" not an actual commitment yet. I need to sleep on the options for a couple nights I'll get back to you with my answer just before court starts later this week. Please remind me, what is the time and date the judge set? Thanks for everything, Paul"

29. On June 11, 2015 10:08 AM Dulberg sent an email to Balke with Subject: Release v trial, stating:¹ "Before I decide to sign this release I'd like to know exactly why it is you don't think this case is easily winnable? And please don't spout that it's his word vs mine. That is obvious and is the situation in most cases. And don't give me the old your only getting 15k no matter what excuse because that's not about this case being winnable or not. I want some honesty I deserve that much

Please feel free to call me with the answer"

30. On Jun 11, 2015 at 12:24 PM Brad Balke sent an email to Dulberg stating:² "It isn't that it's not winnable....A trial would be very unlikely to improve your bottom line. After all, you'd have to win more than the offer, plus expenses, plus the claims on bankruptcy case. In other words, even if you "win" your trial, you might end up with less in your pocket."

31. On June 11, 2015 at 1:19:58 PM CDT Dulberg sent an email to Balke stating:³ "at this point, the very least of a judgement on the defendants record is priceless And that increases my bottom line in more than just a monetary way"

32. On June 12, 2015 the following exchange took place in 22nd Judicial Circuit Court:⁴

THE COURT : Yes .

A VOICE: Hey, Judge, stepping up on Number 9 .

THE COURT : I already gave a - - no , I don't. Okay. Dulberg vs. Gagnon.

A VOICE : That's Number 8, yeah, we are going to get resolved, Judge.

THE COURT: Okay.

A VOICE : That's the Tony Rogers' case. This is Paul Dulberg. That's Mr. Dulberg.

THE COURT: Morning.

A VOICE: As you might recall, we had a pretrial conference in front of you about a

¹ [Exhibit 13](#) DUL004931, 4932, 4933, 6798, 6799, 6800, 7191, 7192, 7193

² [Exhibit 13](#) DUL004931, 4932, 6798, 6799, 7191, 7192

³ [Exhibit 13](#) DUL004931, 4932, 6798, 6799, 7191, 7192

⁴ [Exhibit 232](#) 2015-06-12_ROP 12LA178.pdf

month ago, exactly a month ago, and Paul and I have a difference on how we see the settlement offer, My perspective, it's a max- -

THE COURT: We are on the record.

A VOICE: Yeah, I know.

THE COURT: What - - so what are you asking me for and then we'll work backwards?

A VOICE: Well, we've had an irretrievable break down of the attorney - client relationship .

THE COURT: Okay.

A VOICE: I'd like to withdraw. I'd like to get an order that says that I can withdraw.

THE COURT: Do you understand what he's saying?

A VOICE: I understand what he's asking. I'm asking you not to give it to him.

THE COURT: Okay. I can't make someone be your attorney if - -

A VOICE: I know, but he did take it on knowing that it could go further than this.

THE COURT: And, I mean, there are certain circumstances under which I can deny the motion and that involves situations, for instance, when it's on the eve of trial, but we don't have a trial date. I recognize it's a hardship.

A VOICE: We are at the precipice, though.

THE COURT: I'm sorry?

A VOICE: We are at the precipice if the agreement breaks down.

THE COURT: Well, we haven't - - I haven't set it for trial, so I don't have any critical matters coming upon this case that I think would justify denying his motion. I recognize it's not something you want, but I wouldn't - - I wouldn't force you to stay his client. I wouldn't force h i m to stay your attorney. That's a harm on all of you.

A VOICE: I don't know how it all works, but I do understand he has a lien. He's only been on this for a little bit. And I am asking - - maybe you have the power. I have asked him and he refuses to give up his part of the lien so I can go get somebody else. That would be - - it's a better incentive for the - -

THE COURT: Certainly. But I don't know, and I'm not asking you tell me, I don't know the extent of his lien. I don't know to what extent you feel that his services are justified by that lien. And that's a different kind of a hearing. And I wouldn't ask you to say anything, again, on the record because that's -

A VOICE: Do we need to have that hearing?

THE COURT: If there were a motion filed, yes, we would - - I would entertain that argument, but to be honest, the only time I would really entertain that argument is if you had achieved settlement with the other side because you can't determine - - it's all

speculative for me to determine the value of his work if I don't know what the value of the settlement is I mean, if you settle for ten - - and I don't - - I'm picking numbers out of thin air - - if you settle for \$10,000, that's one thing. But if you end up settling for a hundred thousand dollars, then there is something else altogether involved, so - -

A VOICE: Well, I think obviously at this point any improvement isn't going to be his doing.

THE COURT: And I would generally agree, but I don't know the basis under which - - I mean, you could present a valid argument that the improvement is based on work he's already performed. I don't know. Everything I'm saying right now is entirely speculative. The end result is that even though you are objecting, I'm going to allow him to withdraw. I will give you time to file your own appearance and/or get an attorney, but I can't in good conscience force him to stay in the case given the status of this matter, and so I would let him withdraw. Do you have any questions about that procedure? I'm assuming you have no other objections other than you don't want him to withdraw.

A VOICE: How long do I've got to find a lawyer?

THE COURT: You'll have 21 days, and I'm - - if you file your own appearance, he's already paid the fee or you've already paid the fee technically. All you've got to do is file an additional appearance, but you have to file an appearance. If you file your own appearance, then the case will remain pending. In fact, Counsel, I'm going to - - I'll let you withdraw. I'm going to explain this, but I'll let you start on the order. I'm going to continue this until July 10th, and I will grant you leave until July 10th in which to file an appearance or have an attorney file an appearance. If you file an appearance, that's all you've got to do, and it shouldn't cost you any money because the fee has already been paid by somebody else. If you do nothing, though, I have no alternative but to dismiss the case for want of prosecution.

A VOICE: Right

THE COURT: If - - if you are still talking to another attorney, you can file your appearance and that will kind of serve as a place holder and nothing bad will happen. And a new attorney can appear at any point later on in the litigation so that you don't prejudice yourself by filing your own appearance, but you've got to file an appearance and you've got to send a copy to the other side so they know you did. Do you have any questions?

A VOICE: Actually I do, Judge, there is another issue. Mr. Dulberg settled out the claim with a prior defendant, and I'm holding a small amount of funds for him from that defendant. And what I'd like to do is disburse those funds to him subject to all the liens, and that way - - and put that in the order so that we have a very clear understanding of what I'm going to do.

THE COURT: Okay. Do you have any questions about this proposal because I don't know the details and I'm not asking?

A VOICE: The way that it happened last time is the new, whoever I get, would take that from him and put it towards whatever because this is - - this is all tied up to be settled somewhere else

THE COURT: But he's already settled, as I understand, with one of the parties so that you have a finite amount of money.

A VOICE: He didn't actually settle. Somebody else did. He's just holding the funds.

THE COURT: Allright. So do you have any problem with him disbursing the funds under those circumstances? Do you know the exact numbers?

A VOICE: Yes.

A VOICE: I believe that they have to be turned over to a bankruptcy court. That's about it.

THE COURT: Okay

A VOICE: I don't - -

THE COURT: Allright.

A VOICE: Well, he has an exemption up to \$15,000 at least, so this is well below that.

THE COURT: Allright. So what's the language you are proposing for that order?

A VOICE: Just that I disburse the funds to him and that's it, subject to whatever liens might exist.

THE COURT: Okay.

A VOICE: I mean, I could hold them - - I could hold them for him if he wants me to, but I'd rather not.

A VOICE: I don't want to (indiscernible) the money, so - -

THE COURT: I'm sorry?

A VOICE: I don't want to lose the money, so wherever it's got to go, it's got to go.

THE COURT: Allright. Well, and he's got to pay the liens anyway, so I have no problem with the entry of that order unless there is something I'm not anticipating that you can advise me of.

A VOICE: I don't know of anything else.

THE COURT: So I will grant that request. He'll put it in the order. I'm putting the case over to July 10. By July 10 th, you've got to file an appearance.

A VOICE: Yes.

THE COURT: If you file an appearance and don't show up, I have to dismiss the case

A VOICE: Yes, sir

THE COURT: So once you file the appearance , you're acting as the attorney and you've got to be here, so - - and if you intend to litigate the case on your own, I can give you a little bit of leeway because you are not an attorney, but I can't ignore the rules. So it is very difficult for somebody who doesn't know the rules to practice law, so I - -

A VOICE: I will be seeking an attorney.

THE COURT: I don't want you to box yourself in to a position by - -

A VOICE: I think that's exactly what we are doing here is I'm trying to unbox that position.

T H E C O U R T : And you are entitled to your opinion. I don't remember the details. I remember the pretrial, but I will put it over to July 10 th. He'll draft the order. If there is - - take a look at the order. If there is a problem, step back up and I'll address it. Okay. Do you have any other questions?

A VOICE: No.

THE COURT: Allright. We'll see you shortly.

A VOICE: Thanks, Judge.

THE COURT: Thank you.

33. On June 12, 2015 1:02 PM Dulberg sent an email to Balke stating:¹ “Please expect a call from Randall Baudin’s office. Please share whatever it is they need concerning this case. I’m not sure yet what to do with the sum from Hans. I hope to know more about what has to be done with it early next week.”

34. On Jun 17, 2015 at 1:35 PM Brad Balke sent an email to Dulberg stating:² “FYI, I haven’t heard from Baudin or anyone else.”

35. On June 17, 2015 2:45 PM Dulberg sent an email to Balke stating:³ “You probably won’t until next week”

36. On Jun 25, 2015 at 8:56 AM Brad Balke sent an email to Dulberg stating:⁴ “Paul, I have yet to hear from anyone. Allstate is hoping this gets dismissed and they don’t have to pay anything to anyone. That is their plan.”

37. On July 6, 2015 at 9:34:47 AM CDT Dulberg sent an email to Balke stating:⁵ “What’s it going to cost to get the file?”

38. On July 6, 2015 at 11:30 AM Brad Balke sent an email to Dulberg stating:⁶ “\$0.”

1 [Exhibit 13](#) DUL004918, 4922, 4924, 4926, 4927, 4928, 4929, 4930, 6785, 6789, 6791, 6793, 6794, 6795, 6796, 6797, 7178, 7182, 7184, 7186, 7187, 7188, 7189, 7190

2 [Exhibit 13](#) DUL006789, 6791, 6793, 6794, 6795, 6796, 7178, 7182, 7184, 7187, 7188, 7189

3 [Exhibit 13](#) DUL004918, 4922, 4924, 4926, 4927, 4928, 4929, 6785, 6789, 6791, 6793, 6794, 6795, 6796, 7178, 7182, 7184, 7186, 7187, 7188, 7189

4 [Exhibit 13](#) DUL006785, 6789, 6790, 6792, 6794, 6795, 7178, 7182, 7183, 7185, 7188

5 [Exhibit 13](#) DUL004917, 4921, 4923, 4925, 4927, 6784, 6788, 6790, 6792, 6794, 7177, 7181, 7183, 7185, 7187

6 [Exhibit 13](#) DUL004917, 4921, 4923, 4925, 4927, 6784, 6788, 6790, 6792, 7181, 7183, 7185

39. On July 7, 2015 at 11:02 AM Paul Dulberg sent an email to Balke stating:¹ “When and where can I get the entire file?”

40. On July 7, 2015 at 11:17 AM Paul Dulberg sent an email to Balke stating:² “I also need to know about a release of lean, what it will cost me if you are willing to release it.”

41. On July 7, 2015 at 11:32:42 AM CDT Dulberg sent an email to Balke stating:³ “How much do you and Hans want to release the lean? I’m offering you both cash”

42. This is an example of a permanently disabled person who is under bankruptcy protection being manipulated by members of the Illinois bar into settling an asset on their own as pro se. Dulberg was to accept a \$50,000 settlement in the 22nd Judicial Circuit Court for a chainsaw injury to his dominant right arm which left him permanently and fully disabled while the case was under automatic stay and both the plaintiff and defense attorneys and Judge knew the 22nd Judicial Circuit Court had no jurisdiction over assets of the Bankruptcy estate. He was to either settle or go without counsel and face a possible dismissal in a court that had no jurisdiction over his case.

¹ [Exhibit 13](#) DUL004917, 4921, 4923, 4925, 6784, 6788, 6790, 6792, 7177, 7181, 7183, 7185

² [Exhibit 13](#) DUL004917, 4921, 4923, 6784, 6788, 6790, 7177, 7181, 7183

³ [Exhibit 13](#) DUL004917, 4921, 6784, 6788, 7177, 7181