

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

FILED *APE*

MAR 19 2015

KATHLEEN M. RADY
McHENRY CTY. CLERK

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL.

APPEARANCE

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG
(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- | | |
|---|--|
| <input type="checkbox"/> REGULAR COUNSEL | <input type="checkbox"/> TRIAL COUNSEL |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input checked="" type="checkbox"/> SUBSTITUTE COUNSEL |
| <input type="checkbox"/> PRO-SE | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL | <input type="checkbox"/> APPELLATE COUNSEL |
| <input type="checkbox"/> GUARDIAN AD LITEM | <input type="checkbox"/> COURT APPOINTED COUNSEL |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED



(Signature of Attorney filing appearance)

Name BRAD J. BALKE, P.C.

BRAD J. BALKE
Printed Name

ARDC Number 6273304

Attorney for PLAINTIFF

Address 542 S. DEARBORN ST., STE. 310

City, State Zip CHICAGO, IL 60603

Phone 312-986-8063

CC-APPL (Revised 12/01/00)

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Missing memo for pretrial settlement**
Date: December 27, 2016 4:23:35 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 8, 2015 at 2:21:51 PM CDT
To: "<brad@balkelaw.com>" <brad@balkelaw.com>
Subject: **Re: Missing memo for pretrial settlement**

Yes
I will see you in the morning

Paul Dulberg
847-497-4250
Sent from my iPad

On May 8, 2015, at 2:08 PM, Brad Balke <brad@balkelaw.com> wrote:

I will be at Donahue and Walsh (4310 Crystal Lake Drive office) from 9am to 11am tomorrow-can you drop it off?

-----Original Message-----

From: Paul Dulberg [mailto:pdulberg@comcast.net]
Sent: Friday, May 08, 2015 12:34 PM
To: <brad@balkelaw.com>
Subject: Missing memo for pretrial settlement

Hi Brad,

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.

Thank you,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad



The Baudin Law Group
PO BOX 1678
CRYSTAL LAKE IL 600391678

December 14, 2016

INSURED: DAVID GAGNON
DATE OF LOSS: June 28, 2011
CLAIM NUMBER: 0245281968 SKO

PHONE NUMBER: 888-237-4154
FAX NUMBER: 866-655-9671
OFFICE HOURS: Mon - Fri 8:00 am - 6:30 pm,
Sat 8:00 am - 4:30 pm

YOUR CLIENT: PAUL DULBERG

Dear The Baudin Law Group,

I am pleased that we have been able to settle this claim in an amicable manner. You will find enclosed the release agreement for your client's signature.

Please return a signed original of the enclosed release to my attention.

If a lawsuit had been filed, please forward a properly executed request for dismissal with prejudice directly to the attorney representing our insured.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

KAREN O NEIL

KAREN O NEIL
888-237-4154 Ext. 9726754
Allstate Property and Casualty Insurance Company

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near ~~39010 90TH PLACE, GENOA CITY, WI~~, 1016 W. Elder in McHenry, IL. _____

INITIAL HERE

INITIAL HERE

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS _____ **DAY OF** _____, _____

Signature (Seal)

Name printed (Seal)

Witnessed by:

STATE OF }
COUNTY OF }

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that they _____ executed the same as their _____ free act and deed.

My commission expires _____

Notary Public



FAX

CONFIDENTIAL FACSIMILE TRANSMITTAL SHEET

NOTE TO ALL RECIPIENTS:

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. If you have received this message by error, please immediately notify us by telephone, and shred these documents immediately.

CONFIDENTIALITY NOTICE: If Confidential Health Information also known as Protected Health Information (PHI) is contained in this fax, it is personal and sensitive information related to a person's health care. It is being faxed to you after appropriate authorization from the patient or under circumstances that do not require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without additional patient consent or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

TO:

Name of Recipient:

Randy Baudin Law Group

Telephone #:

Recipient FAX #:

312-800-7494

FROM:

AMITA Health Medical Group Neurosciences Institute
800 Biesterfield Road, Eberle Building, Suite 610 | Elk Grove Village, IL
60007

Sender:

K. Kujawa

Telephone #: 847.981.3630

Fax #: 847.981.3633

Urgent | For Review | Please Comment | Please Reply | Please Recycle

Message:

Re: Paul Dulberg

Date:

11/22/16

Number of pages including this page:

2

ALEXIAN BROTHERS MEDICAL GROUP • 800 BIESTERFIELD RD, ELK GROVE VILLAGE IL 60007-3361

DULBERG, PAUL (id #315684, dob: 03/19/1970)

Date: 11/22/2016

RE. Patient: Dulberg, Paul
DOB: 03/19/1970
Address: 4606 Hayden Court
McHenry, IL 60051

Patient ID: 315684

To Whom It May Concern:

I am writing at the request of my patient, Mr. Paul Dulberg, after our most recent clinic visit on 11/11/16. During that visit, we discussed at length the IME from Dr. Craig Phillips at the Illinois Bone & Joint Institute completed on 10/4/16. Dr. Phillips wrote a very detailed, elegant and comprehensive review of Mr. Dulberg's orthopedic injury that occurred on June 2011. However, I was rather surprised and shocked at the paucity of neurologic input into Mr. Dulberg's evaluation.

A Movement Disorders neurologist, like myself, practices in a highly subspecialized field that includes Tourettes syndrome, Parkinsons disease, Essential tremor, and Mr. Dulberg's condition of dystonia. I completed an additional 2-year fellowship program at Rush Medical Center in Chicago, after my 4-year neurologic resident training period, and have been practicing exclusively in this field for the past 17 years. I do not know Dr. (?Karen) Levin, from the Associates of Neurology, but I can assume this physician is a general neurologist.

Dystonia is a rare neurological disorder, and can be easily missed by any physician who does not have the specific training or experience to recognize its symptoms. Therefore I ask that this information be considered in Mr. Dulberg's case.

Sincerely,

Electronically Signed by: KATHY KUJAWA, MD

A handwritten signature in black ink that reads "Kathy Kujawa". The signature is written in a cursive, flowing style.

KATHY KUJAWA, MD
ALEXIAN BROTHERS MEDICAL GROUP

ALEXIAN BROTHERS MEDICAL GROUP

Dulberg, Paul (ID: 315684), DOB: 03/19/1970

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

FILED *APE*

MAR 19 2015

KATHLEEN M. RADY
McHENRY CTY. CLERK

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL.

APPEARANCE

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG
(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- | | |
|---|--|
| <input type="checkbox"/> REGULAR COUNSEL | <input type="checkbox"/> TRIAL COUNSEL |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input checked="" type="checkbox"/> SUBSTITUTE COUNSEL |
| <input type="checkbox"/> PRO-SE | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL | <input type="checkbox"/> APPELLATE COUNSEL |
| <input type="checkbox"/> GUARDIAN AD LITEM | <input type="checkbox"/> COURT APPOINTED COUNSEL |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED



(Signature of Attorney filing appearance)

Name BRAD J. BALKE, P.C.

BRAD J. BALKE
Printed Name

ARDC Number 6273304

Attorney for PLAINTIFF

Address 542 S. DEARBORN ST., STE. 310

City, State Zip CHICAGO, IL 60603

Phone 312-986-8063

CC-APPL (Revised 12/01/00)

Document Page 1 of 10
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
ROCKFORD DIVISION

In re: GALLAGHER, PATRICIA ANN

§ Case No. 14-82297

§

§

§

Debtor(s) _____

TRUSTEE'S FINAL REPORT (TFR)

The undersigned trustee hereby makes this Final Report and states as follows:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed on July 25, 2014. The undersigned trustee was appointed on August 29, 2014.
2. The trustee faithfully and properly fulfilled the duties enumerated in 11 U.S.C. §704.
3. All scheduled and known assets of the estate have been reduced to cash, released to the debtor as exempt property pursuant to 11 U.S.C. § 522, or have been or will be abandoned pursuant to 11 U.S.C. § 554. An individual estate property record and report showing the disposition of all property of the estate is attached as **Exhibit A**.
4. The trustee realized the gross receipts of \$ 13,676.02

Funds were disbursed in the following amounts:

Payments made under an interim distribution	0.00
Administrative expenses	0.00
Bank service fees	37.99
Other payments to creditors	0.00
Non-estate funds paid to 3rd Parties	0.00
Exemptions paid to the debtor	0.00
Other payments to the debtor	0.00
Leaving a balance on hand of ¹	\$ 13,638.03

The remaining funds are available for distribution.

5. Attached as **Exhibit B** is a cash receipts and disbursements record for each estate bank account.

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of the disbursement of the additional interest.


6. The deadline for filing governmental claims in this case was 04/14/2015 and the deadline for filing governmental claims was 04/14/2015. All claims of each class which will receive a distribution have been examined and any objections to the allowance of claims have been resolved. If applicable, a claims analysis, explaining why payment on any claim is not being made, is attached as **Exhibit C**.

7. The Trustee's proposed distribution is attached as **Exhibit D**.

8. Pursuant to 11 U.S.C. § 326(a), the maximum compensation allowable to the trustee is \$2,025.21. To the extent that additional interest is earned before case closing, the maximum compensation may increase.

The trustee has received \$0.00 as interim compensation and now requests the sum of \$2,025.21, for a total compensation of \$2,025.21.² In addition, the trustee received reimbursement for reasonable and necessary expenses in the amount of \$0.00 and now requests reimbursement for expenses of \$16.84, for total expenses of \$16.84.²

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Date: 08/26/2015 By: /s/MEGAN G. HEEG 
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

² If the estate is administratively insolvent, the dollar amounts reflected in this paragraph may be higher than the amounts listed in the Trustee's Proposed Distribution (Exhibit D)

Form 1

Individual Estate Property Record and Report

Asset Cases

Case Number: 14-82297

Case Name: GALLAGHER, PATRICIA ANN

Period Ending: 08/26/15

Trustee: (330490) MEGAN G. HEEG

Filed (f) or Converted (c): 07/25/14 (f)

§341(a) Meeting Date: 08/28/14

Claims Bar Date: 04/14/15

1 Ref. #	Asset Description (Scheduled And Unscheduled (u) Property)	2 Petition/ Unscheduled Values	3 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	4 Property <u>Abandoned</u> OA=\$554(a)	5 Sale/Funds Received by the Estate	6 Asset Fully Administered (FA)/ Gross Value of Remaining Assets
1	checking account with - Blackhawk Bank, Rockford Imported from original petition Doc# 1	92.00	0.00		0.00	FA
2	checking account with - First National Bank, Roc Imported from original petition Doc# 1	126.00	0.00		0.00	FA
3	Security Deposit with Corn Ed Imported from original petition Doc# 1	0.00	0.00		0.00	FA
4	Security Deposit with Nicor Imported from original petition Doc# 1	0.00	0.00		0.00	FA
5	Security Deposit with current landlord Imported from original petition Doc# 1	807.00	0.00		0.00	FA
6	Household Goods; tv, vcr, stereo, couch, utensil Imported from original petition Doc# 1	700.00	0.00		0.00	FA
7	Books, CD's, DVD's, Tapes/Records, Family Pictur Imported from original petition Doc# 1	100.00	0.00		0.00	FA
8	Necessary wearing apparel. Imported from original petition Doc# 1	100.00	0.00		0.00	FA
9	Earrings, watch, costume jewelry Imported from original petition Doc# 1	50.00	0.00		0.00	FA
10	Potential Claim against Son (several of Debtors Imported from original petition Doc# 1	0.00	0.00		0.00	FA
11	First National BANK AN - 2002 Oldsmobile Bravada Imported from original petition Doc# 1	4,650.00	2,024.00		0.00	FA
12	OTHER CONTINGENT AND UNLIQUIDATED CLAIMS (u) Potential claim from wrongful death suit (Debtor's deceased brother's estate is pursuing, represented by Jo ellen Vork, Case No. CV 201400148, Cila County Superior Court, Payson, Arizona) First disclosed in Amended Schedule B	Unknown	18,676.02		13,676.02	FA
12	Assets Totals (Excluding unknown values)	\$6,625.00	\$20,700.02		\$13,676.02	\$0.00

Major Activities Affecting Case Closing:

Form 1
Individual Estate Property Record and Report
Asset Cases

Case Number: 14-82297

Case Name: GALLAGHER, PATRICIA ANN

Period Ending: 08/26/15

Trustee: (330490) MEGAN G. HEEG

Filed (f) or Converted (c): 07/25/14 (f)

§341(a) Meeting Date: 08/28/14

Claims Bar Date: 04/14/15

1	2	3	4	5	6
Asset Description (Scheduled And Unscheduled (u) Property) Ref. #	Petition/ Unscheduled Values	Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	Property <u>Abandoned</u> OA=§554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets

Initial Projected Date Of Final Report (TFR): December 31, 2015

Current Projected Date Of Final Report (TFR): August 26, 2015 (Actual)

Form 2

Cash Receipts And Disbursements Record

Case Number: 14-82297
Case Name: GALLAGHER, PATRICIA ANN

Trustee: MEGAN G. HEEG (330490)
Bank Name: Rabobank, N.A.
Account: *****1966 - Checking Account
Blanket Bond: \$1,500,000.00 (per case limit)
Separate Bond: N/A

Taxpayer ID #: **-***5859
Period Ending: 08/26/15

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
06/02/15	{12}	Law Offices of Jo Ellen Vork	wrongful death suit proceeds due Debtor	1210-000	13,676.02		13,676.02
06/30/15		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		17.70	13,658.32
07/31/15		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		20.29	13,638.03

ACCOUNT TOTALS	13,676.02	37.99	\$13,638.03
Less: Bank Transfers	0.00	0.00	
Subtotal	13,676.02	37.99	
Less: Payments to Debtors		0.00	
NET Receipts / Disbursements	\$13,676.02	\$37.99	

	Net Receipts	Net Disbursements	Account Balances
TOTAL - ALL ACCOUNTS			
Checking # *****1966	13,676.02	37.99	13,638.03
	\$13,676.02	\$37.99	\$13,638.03

Exhibit C CLAIMS PROPOSED DISTRIBUTION**Case: 14-82297 GALLAGHER, PATRICIA ANN****Case Balance: \$13,638.03 Total Proposed Payment: \$13,638.03 Remaining Balance: \$0.00**

Claim #	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
NOTFILE D	1 First National BANK AN	Secured	0.00	0.00	0.00	0.00	0.00	13,638.03
	MEGAN G. HEEG	Admin Ch. 7	16.84	16.84	0.00	16.84	16.84	13,621.19
	<2200-00 Trustee Expenses>							
	MEGAN G. HEEG	Admin Ch. 7	2,025.21	2,025.21	0.00	2,025.21	2,025.21	11,595.98
	<2100-00 Trustee Compensation>							
	Claim Memo: [Updated by Surplus to Debtor Report based on Net Estate Value: 12752.11]							
5P	IRS Priority Debt	Priority	2,312.48	2,312.48	0.00	2,312.48	2,312.48	9,283.50
1	Quantum3 Group LLC as agent for	Unsecured	709.59	709.59	0.00	709.59	709.59	8,573.91
2	Capital One Bank (USA), N.A.	Unsecured	648.46	648.46	0.00	648.46	648.46	7,925.45
3	Capital One Bank (USA), N.A.	Unsecured	2,822.50	2,822.50	0.00	2,822.50	2,822.50	5,102.95
4	Capital One, N.A.	Unsecured	2,149.64	2,149.64	0.00	2,149.64	2,149.64	2,953.31
5U	IRS Priority Debt	Unsecured	24.99	24.99	0.00	24.99	24.99	2,928.32
6	Capital One, N.A.	Unsecured	451.32	451.32	0.00	451.32	451.32	2,477.00
7	Capital Recovery V, LLC	Unsecured	538.55	538.55	0.00	538.55	538.55	1,938.45
8	Capital Recovery V, LLC	Unsecured	1,001.78	1,001.78	0.00	1,001.78	1,001.78	936.67
1I	Quantum3 Group LLC as agent for	Unsecured	0.85	0.85	0.00	0.85	0.85	935.82
2I	Capital One Bank (USA), N.A.	Unsecured	0.78	0.78	0.00	0.78	0.78	935.04
3I	Capital One Bank (USA), N.A.	Unsecured	3.38	3.38	0.00	3.38	3.38	931.66
4I	Capital One, N.A.	Unsecured	2.57	2.57	0.00	2.57	2.57	929.09
6I	Capital One, N.A.	Unsecured	0.54	0.54	0.00	0.54	0.54	928.55
7I	Capital Recovery V, LLC	Unsecured	0.64	0.64	0.00	0.64	0.64	927.91
8I	Capital Recovery V, LLC	Unsecured	1.20	1.20	0.00	1.20	1.20	926.71
5PI	IRS Priority Debt	Unsecured	2.77	2.77	0.00	2.77	2.77	923.94
5UI	IRS Priority Debt	Unsecured	0.03	0.03	0.00	0.03	0.03	923.91
SURPLUS	GALLAGHER, PATRICIA ANN	Unsecured	923.91	923.91	0.00	923.91	923.91	0.00

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Page: 2

Exhibit C CLAIMS PROPOSED DISTRIBUTION

Case: 14-82297 GALLAGHER, PATRICIA ANN

Case Balance: \$13,638.03 **Total Proposed Payment:** \$13,638.03 **Remaining Balance:** \$0.00

Claim #	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
Total for Case 14-82297 :			\$13,638.03	\$13,638.03	\$0.00	\$13,638.03	\$13,638.03	

CASE SUMMARY

	Amount Filed	Amount Allowed	Paid to Date	Proposed Payment	% paid
Total Administrative Claims :	\$2,042.05	\$2,042.05	\$0.00	\$2,042.05	100.000000%
Total Priority Claims :	\$2,312.48	\$2,312.48	\$0.00	\$2,312.48	100.000000%
Total Secured Claims :	\$0.00	\$0.00	\$0.00	\$0.00	0.000000%
Total Unsecured Claims :	\$9,283.50	\$9,283.50	\$0.00	\$9,283.50	100.000000%

TRUSTEE'S PROPOSED DISTRIBUTION

Exhibit D

Case No.: 14-82297

Case Name: GALLAGHER, PATRICIA ANN

Trustee Name: MEGAN G. HEEG

Balance on hand: \$ 13,638.03

Claims of secured creditors will be paid as follows:

Claim No.	Claimant	Claim Asserted	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
None					

Total to be paid to secured creditors: \$ 0.00

Remaining balance: \$ 13,638.03

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
Trustee, Fees - MEGAN G. HEEG	2,025.21	0.00	2,025.21
Trustee, Expenses - MEGAN G. HEEG	16.84	0.00	16.84

Total to be paid for chapter 7 administration expenses: \$ 2,042.05

Remaining balance: \$ 11,595.98

Applications for prior chapter fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
None			

Total to be paid for prior chapter administrative expenses: \$ 0.00

Remaining balance: \$ 11,595.98

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling \$2,312.48 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
5P	IRS Priority Debt	2,312.48	0.00	2,312.48

Total to be paid for priority claims: \$ 2,312.48

Remaining balance: \$ 9,283.50

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling \$ 8,346.83 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 100.0 percent, plus interest (if applicable).

Timely allowed general (unsecured) claims are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
1	Quantum3 Group LLC as agent for	709.59	0.00	709.59
2	Capital One Bank (USA), N.A.	648.46	0.00	648.46
3	Capital One Bank (USA), N.A.	2,822.50	0.00	2,822.50
4	Capital One, N.A.	2,149.64	0.00	2,149.64
5U	IRS Priority Debt	24.99	0.00	24.99
6	Capital One, N.A.	451.32	0.00	451.32
7	Capital Recovery V, LLC	538.55	0.00	538.55
8	Capital Recovery V, LLC	1,001.78	0.00	1,001.78

Total to be paid for timely general unsecured claims: \$ 8,346.83

Remaining balance: \$ 936.67

Tardily filed claims of general (unsecured) creditors totaling \$ 0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 0.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
None				

Total to be paid for tardy general unsecured claims: \$ 0.00

Remaining balance: \$ 936.67

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$ 0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
None				

Total to be paid for subordinated claims: \$ 0.00

Remaining balance: \$ 936.67

To the extent funds remain after payment in full of all allowed claims, interest will be paid at the legal rate of 0.1% pursuant to 11 U.S.C. § 726(a)(5). Funds available for interest are \$12.76. The amounts proposed for payment to each claimant, listed above, shall be increased to include the applicable interest.

The amount of surplus returned to the debtor after payment of all claims and interest is \$923.91.

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

In re

PAUL R. DULBERG,

Debtor.

)
)
)
)
)

Case No. 14-83578

TRUSTEE'S NOTICE OF RESIGNATION

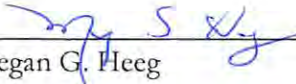
I, Megan G. Heeg, hereby resign as trustee in the above entitled case subject to the approval of the U.S. Trustee, and respectfully report the following:

1. Within fifteen (15) days hereof I will file with the court pursuant to 11 U.S.C. §§ 326 and 330(a) and Fed.R.Bankr.P.2016, if applicable, an application for compensation and/or reimbursement of expenses incurred in connection with my receipt and/or administration of property of the estate.

2. Within five (5) days of being notified of the appointment of a successor trustee, I will turn over the balance of any funds on hand and all financial records for this estate to such successor trustee.

I request this notice be approved and that I be discharged as trustee in this case.

DATED: September 1, 2016



Megan G. Heeg

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

In re:)
)
PAUL R. DULBERG,) Case No. 14-83578
)
Debtor.)

NOTIFICATION OF APPOINTMENT OF TRUSTEE

PLEASE TAKE NOTICE that the United States Trustee, Patrick S. Layng, hereby appoints **JOSEPH D. OLSEN** to serve as trustee in the above entitled case.

Dated this 31st day of August, 2016.

PATRICK S. LAYNG
United States Trustee

BY: /s/ Mary R. Jensen
MARY R. JENSEN
Assistant United States Trustee

Office of the U.S. Trustee
780 Regent St.
Suite 304
Madison, WI 53715
(608) 264-5522, ext. 13



Allstate

You're in good hands.

Chicago South
P.O. BOX 5720
* WOODRIDGE IL 605170720



The Baudin Law Group
PO BOX 1678
CRYSTAL LAKE IL 600391678

December 14, 2016

INSURED: DAVID GAGNON
DATE OF LOSS: June 28, 2011
CLAIM NUMBER: 0245281968 SKO

YOUR CLIENT: PAUL DULBERG

PHONE NUMBER: 888-237-4154
FAX NUMBER: 866-655-9671
OFFICE HOURS: Mon - Fri 8:00 am - 6:30 pm,
Sat 8:00 am - 4:30 pm

Dear The Baudin Law Group,

I am pleased that we have been able to settle this claim in an amicable manner. You will find enclosed the release agreement for your client's signature.

Please return a signed original of the enclosed release to my attention.

If a lawsuit had been filed, please forward a properly executed request for dismissal with prejudice directly to the attorney representing our insured.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

KAREN O NEIL

KAREN O NEIL
888-237-4154 Ext. 9726754
Allstate Property and Casualty Insurance Company

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near ~~39010 90TH PLACE, GENOA CITY, WI~~, 1016 W. Elder in McHenry, IL. _____

INITIAL HERE

INITIAL HERE

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS _____ **DAY OF** _____, _____

Signature (Seal)

Name printed (Seal)

Witnessed by:

STATE OF }
COUNTY OF }

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that they _____ executed the same as their _____ free act and deed.

My commission expires _____

Notary Public



FAX

CONFIDENTIAL FACSIMILE TRANSMITTAL SHEET

NOTE TO ALL RECIPIENTS:

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. If you have received this message by error, please immediately notify us by telephone, and shred these documents immediately.

CONFIDENTIALITY NOTICE: If Confidential Health Information also known as Protected Health Information (PHI) is contained in this fax, it is personal and sensitive information related to a person's health care. It is being faxed to you after appropriate authorization from the patient or under circumstances that do not require patient authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without additional patient consent or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

TO:

Name of Recipient:

Randy Baudin Law Group

Telephone #:

Recipient FAX #:

312-800-7494

FROM:

AMITA Health Medical Group Neurosciences Institute
800 Biesterfield Road, Eberle Building, Suite 610 | Elk Grove Village, IL
60007

Sender:

K. Kujawa

Telephone #: 847.981.3630

Fax #: 847.981.3633

Urgent | For Review | Please Comment | Please Reply | Please Recycle

Message:

Re: Paul Dulberg

Date:

11/22/16

Number of pages including this page:

2

ALEXIAN BROTHERS MEDICAL GROUP • 800 BIESTERFIELD RD, ELK GROVE VILLAGE IL 60007-3361

DULBERG, PAUL (id #315684, dob: 03/19/1970)

Date: 11/22/2016

RE. Patient: Dulberg, Paul
DOB: 03/19/1970
Address: 4606 Hayden Court
McHenry, IL 60051

Patient ID: 315684

To Whom It May Concern:

I am writing at the request of my patient, Mr. Paul Dulberg, after our most recent clinic visit on 11/11/16. During that visit, we discussed at length the IME from Dr. Craig Phillips at the Illinois Bone & Joint Institute completed on 10/4/16. Dr. Phillips wrote a very detailed, elegant and comprehensive review of Mr. Dulberg's orthopedic injury that occurred on June 2011. However, I was rather surprised and shocked at the paucity of neurologic input into Mr. Dulberg's evaluation.

A Movement Disorders neurologist, like myself, practices in a highly subspecialized field that includes Tourettes syndrome, Parkinsons disease, Essential tremor, and Mr. Dulberg's condition of dystonia. I completed an additional 2-year fellowship program at Rush Medical Center in Chicago, after my 4-year neurologic resident training period, and have been practicing exclusively in this field for the past 17 years. I do not know Dr. (?Karen) Levin, from the Associates of Neurology, but I can assume this physician is a general neurologist.

Dystonia is a rare neurological disorder, and can be easily missed by any physician who does not have the specific training or experience to recognize its symptoms. Therefore I ask that this information be considered in Mr. Dulberg's case.

Sincerely,

Electronically Signed by: KATHY KUJAWA, MD

A handwritten signature in black ink that reads "Kathy Kujawa". The signature is written in a cursive, flowing style.

KATHY KUJAWA, MD
ALEXIAN BROTHERS MEDICAL GROUP

ALEXIAN BROTHERS MEDICAL GROUP

Dulberg, Paul (ID: 315684), DOB: 03/19/1970

From: Paul Dulberg <pdulberg@comcast.net>
Subject: **Fwd: Missing memo for pretrial settlement**
Date: December 27, 2016 4:23:35 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: May 8, 2015 at 2:21:51 PM CDT
To: "<brad@balkelaw.com>" <brad@balkelaw.com>
Subject: **Re: Missing memo for pretrial settlement**

Yes
I will see you in the morning

Paul Dulberg
847-497-4250
Sent from my iPad

On May 8, 2015, at 2:08 PM, Brad Balke <brad@balkelaw.com> wrote:

I will be at Donahue and Walsh (4310 Crystal Lake Drive office) from 9am to 11am tomorrow-can you drop it off?

-----Original Message-----

From: Paul Dulberg [mailto:pdulberg@comcast.net]
Sent: Friday, May 08, 2015 12:34 PM
To: <brad@balkelaw.com>
Subject: Missing memo for pretrial settlement

Hi Brad,

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.

Thank you,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad



The Baudin Law Group
PO BOX 1678
CRYSTAL LAKE IL 600391678

December 14, 2016

INSURED: DAVID GAGNON
DATE OF LOSS: June 28, 2011
CLAIM NUMBER: 0245281968 SKO

PHONE NUMBER: 888-237-4154
FAX NUMBER: 866-655-9671
OFFICE HOURS: Mon - Fri 8:00 am - 6:30 pm,
Sat 8:00 am - 4:30 pm

YOUR CLIENT: PAUL DULBERG

Dear The Baudin Law Group,

I am pleased that we have been able to settle this claim in an amicable manner. You will find enclosed the release agreement for your client's signature.

Please return a signed original of the enclosed release to my attention.

If a lawsuit had been filed, please forward a properly executed request for dismissal with prejudice directly to the attorney representing our insured.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

KAREN O NEIL

KAREN O NEIL
888-237-4154 Ext. 9726754
Allstate Property and Casualty Insurance Company

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near ~~39010 90TH PLACE, GENOA CITY, WI~~, 1016 W. Elder in McHenry, IL. _____

INITIAL HERE

INITIAL HERE

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

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(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS _____ DAY OF _____, _____

Signature (Seal)

Name printed (Seal)

Witnessed by:

STATE OF }
COUNTY OF }

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that they _____ executed the same as their _____ free act and deed.

My commission expires _____

Notary Public



FAX

CONFIDENTIAL FACSIMILE TRANSMITTAL SHEET

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TO:

Name of Recipient:

Randy Baudin Law Group

Telephone #:

Recipient FAX #:

312-800-7494

FROM:

AMITA Health Medical Group Neurosciences Institute
800 Biesterfield Road, Eberle Building, Suite 610 | Elk Grove Village, IL
60007

Sender:

K. Kujawa

Telephone #: 847.981.3630

Fax #: 847.981.3633

Urgent | For Review | Please Comment | Please Reply | Please Recycle

Message:

Re: Paul Dulberg

Date:

11/22/16

Number of pages including this page:

2

ALEXIAN BROTHERS MEDICAL GROUP • 800 BIESTERFIELD RD, ELK GROVE VILLAGE IL 60007-3361

DULBERG, PAUL (id #315684, dob: 03/19/1970)

Date: 11/22/2016

RE. Patient: Dulberg, Paul
DOB: 03/19/1970
Address: 4606 Hayden Court
McHenry, IL 60051

Patient ID: 315684

To Whom It May Concern:

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Dystonia is a rare neurological disorder, and can be easily missed by any physician who does not have the specific training or experience to recognize its symptoms. Therefore I ask that this information be considered in Mr. Dulberg's case.

Sincerely,

Electronically Signed by: KATHY KUJAWA, MD

A handwritten signature in black ink that reads "Kathy Kujawa". The signature is written in a cursive, flowing style.

KATHY KUJAWA, MD
ALEXIAN BROTHERS MEDICAL GROUP

ALEXIAN BROTHERS MEDICAL GROUP

Dulberg, Paul (ID: 315684), DOB: 03/19/1970

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
McHENRY COUNTY

FILED *APE*

MAR 19 2015

KATHLEEN M. RADY
McHENRY CTY. CLERK

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL.

APPEARANCE

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG
(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- | | |
|---|--|
| <input type="checkbox"/> REGULAR COUNSEL | <input type="checkbox"/> TRIAL COUNSEL |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input checked="" type="checkbox"/> SUBSTITUTE COUNSEL |
| <input type="checkbox"/> PRO-SE | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL | <input type="checkbox"/> APPELLATE COUNSEL |
| <input type="checkbox"/> GUARDIAN AD LITEM | <input type="checkbox"/> COURT APPOINTED COUNSEL |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED



(Signature of Attorney filing appearance)

Name BRAD J. BALKE, P.C.

BRAD J. BALKE
Printed Name

ARDC Number 6273304

Attorney for PLAINTIFF

Address 542 S. DEARBORN ST., STE. 310

City, State Zip CHICAGO, IL 60603

Phone 312-986-8063

CC-APPL (Revised 12/01/00)