

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

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

Plaintiffs,)

vs.)

KELLY N. BAUDIN A/K/A BAUDIN)
& BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS,)
LAW OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, RAPHAEL E YALDEN II,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, ADR SYSTEMS OF)
AMERICA, LLC., ASSUMED NAME)
ADR COMMERCIAL SERVICES,)
ALLSTATE PROPERTY AND CASUALTY)
INSURANCE COMPANY)

Defendants,)

CASE NO. 2022L010905

**AFFIDAVIT OF PAUL R. DULBERG PURSUANT TO ILLINOIS SUPREME COURT
RULE 191(a), 735 ILCS 5/2-1005(c) AND IN SUPPORT OF PLAINTIFFS' COUNTER-
AFFIDAVIT TO THE ALLSTATE DEFENDANTS' 735 ILCS 5/2-1005 MOTION FOR
SUMMARY JUDGEMENT**

NOW COMES Plaintiff Paul R. Dulberg under oath, and states that if called as a witness in this matter he could competently testify to the following, and hereby depose and say that:

I, PAUL R. DULBERG, under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certify 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 I certify as aforesaid that I verily believe the same to be true.

1. I am over 21 years of age and under no disability that would preclude me from testifying competently if called as a witness at the hearing or trial of this matter and this declaration is based on my personal knowledge.

2. I am one of the Plaintiffs in the above titled case.

3. In ¶4 of the AFFIDAVIT OF KAREN O'NEIL it states:

“Following the December 8, 2016 Binding Mediation and Allstate's payments to Dulberg, Dulberg executed a Release of All Claims (“Release”)”

On information and belief this statement is factually untrue in that Allstate's payments to Dulberg did not come before the signing and changes to the Release of All Claims.

4. Attached to the AFFIDAVIT OF KAREN O'NEIL is EXHIBIT D-1.

5. KAREN O'NEIL's EXHIBIT D-1 (Release of All Claims) contains 2 signature pages.

6. The Release of All Claims (before modifications were made to the body copy) only had 1 signature page. see EXHIBIT A attached.

7. The Release of All Claims signed by Trustee Olsen on December 21, 2016 **did not** have my December 22, 2016 initials next to the changes in the body copy of the release that I caused to be made.

8. 2016-12-22 - Dulberg text to Baudin:

“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.”

(847) 497-4250 7:17 AM December 22, 2016.

9. A complete copy of the text messages on 12/21/2016 and 12/22/2016 between Dulberg and Baudin are as follows:

2016-12-21 - Dulberg text to Baudin:

Myrna says I’m to meet you in McHenry, when and where?

(847) 497-4250 11:14 AM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

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

(815) 814-2193 11:16 AM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

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

(815) 814-2193 11:16 AM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

Ok

(847) 497-4250 11:18 AM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

Will be there in approx 15 min

(847) 497-4250 11:20 AM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

You he Really?

(847) 497-4250 11:39 AM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

You here?

(847) 497-4250 11:39 AM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

Here

(815) 814-2193 11:41 AM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

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?

(847) 497-4250 1:02 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

Or I mean release?

(847) 497-4250 1:02 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

The arbitrator did not set these terms. Why are they modifying our original agreement

(847) 497-4250 1:04 PM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

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

(815) 814-2193 1:04 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

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.

(847) 497-4250 1:06 PM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

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 w

(815) 814-2193 1:08 PM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

hile wait to hear what he says

(815) 814-2193 1:08 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

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

(847) 497-4250 1:10 PM December 21, 2016

2016-12-21 - Baudin text to Dulberg:

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

(815) 814-2193 1:12 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

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

(847) 497-4250 1:14 PM December 21, 2016

2016-12-21 - Dulberg text to Baudin:

If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation

(847) 497-4250 1:15 PM December 21, 2016

2016-12-22 - Dulberg text to Baudin:

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.

(847) 497-4250 7:17 AM December 22, 2016

2016-12-22 - Baudin text to Dulberg:

I will be stuck in court Myrna has a release

(815) 814-2193 8:57 AM December 22, 2016

10. The copy of the release I initialed at the Baudins' office only had 1 signature page and did not have Trustee Olsens' signature at the time I was initialing the changes made to the body copy in the release.

11. On information and belief I believe the signature page was duplicated and recombined after the changes were made to the body copy of the release and now appear in KAREN O'NEIL's EXHIBIT D-1 as if they were originally part of the same document.

12. From my understanding, the signed release predated the payments.

13. I witnessed the Baudins' in 2015 claim they could represent me (personally) as counsel in

12LA178 even though I had filed for Bankruptcy in November 2014.

14. At no time before or after being approved to be hired as special counsel to the Bankruptcy estate on October 31, 2016 did the Baudins' inform me they were moving forward in circuit court with Allstate without leave of the bankruptcy court.

15. The Baudins' claimed to be representing me in 12LA178 for approximately 13-14 months without leave from the bankruptcy court.

16. During the time the Baudins were operating without leave of the bankruptcy court they ignored my decision to continue litigating 12LA178 to trial in the Circuit Court and the Baudins' (acting alone and with no authority of then acting Trustee Heeg, myself and without authority from the Bankruptcy Court) reached an agreement with Allstate before August 10, 2016 to enter into a unsigned capped Binding Mediation Agreement, capping the value of an asset in a Federal Bankruptcy Estate. The unsigned Binding Mediation Agreement that Allstate entered into is confirmed in the Circuit Court's Report of Proceeding for August 10, 2016. See Exhibit 11 in Dulberg's RESPONSE TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT

17. On October 31, 2016 the Bankruptcy Court was given by the trustee two different forms without informing the Judge that the forms were created without leave from the bankruptcy court.

1. The Baudins' fee agreement with Dulberg.
2. The unsigned Binding Mediation Agreement that the Baudins' and Allstate agreed to enter into and informed the Circuit Court of on August 10, 2016.

Trustee Olsen further informed the Bankruptcy Court in the following ways:

1. Trustee Olsen claimed that I (Dulberg) wanted to enter into the unsigned Binding Mediation Agreement contrary to my desire and my text messages to the Baudins'.
2. Trustee Olsen's omission that Allstate and the Baudins' had already agreed to enter into the unsigned Binding Mediation Agreement on August 10, 2016 before receiving permission from the bankruptcy court on October 31, 2016. Allstate reported their agreement to enter into the unsigned Binding Mediation Agreement to the Circuit Court on August 10, 2016.

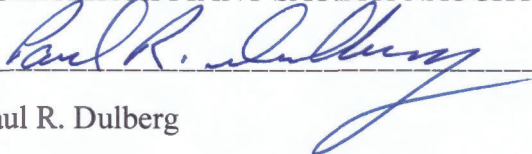
18. After the Binding Mediation was concluded, the Baudins', (whom I didn't know technically

only represented Trustee Olsen, administrator of the Bankruptcy Estate and not me), sent me a "Release of All Claims" and when I questioned Baudins' about the need for me to sign the "Release of All Claims" I was informed over the telephone by the Baudins that if I didn't sign the release then Allstate, Trustee Olsen and the Baudins' would go to the Judge and have me personally held in contempt and possibly jailed for not signing it. The Baudins' claimed to me that any delay in ALLSTATE releasing the money due to an unsigned release equated to an injury inflicted by me on all the Baudins' and the trustee because they couldn't be paid with the money to be released by ALLSTATE until I signed the release. Because of the language in the "Release of All Claims" I did the only thing I thought I could do and that was have Attorney Gooch (who was going to file complaint 17LA377 in a separate but related matter) look at the release and make some adjustments to it so that it did not interfere with the matter he was retained to represent me in.

19. Attorney Gooch never told me that I didn't need to sign the release, he simply put in provisions to preserve what eventually became known as case 17LA377 against a different defendant.

20. I did not know and was not aware that I had no standing as Plaintiff in 12LA178 to sign ALLSTATE DEFENDANTS' "Release of All Claims" and I was informed by the Baudins' (who claimed to represent me) that I would be held in contempt and possibly jailed if I failed to sign the release.

FURTHER AFFIANT SAYETH NAUGHT.


Paul R. Dulberg