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11/17/2023 3:45 PM  
IRIS Y. MARTINEZ  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

PAUL DULBERG and THE PAUL DULBERG REVOCABLE TRUST,	)	
	)	
Plaintiffs,	)	Case No. 2022 L 010905
v.	)	Honorable Michael F. Otto
KELLY N. BAUDIN a/k/a BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES; WILLIAM RANDAL BAUDIN II a/k/a BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES; KELRAN, INC a/k/a THE BAUDIN LAW GROUP, Ltd.; JOSEPH DAVID OLSEN a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; CRAIG A WILLETTE a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; RAPHAEL E YALDEN II a/k/a YALDEN, OLSEN & WILLETTE LAW OFFICES; ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES; and ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY,	)	
	)	
Defendants.	)	

**ADR SYSTEMS OF AMERICA, LLC'S  
PETITION FOR SANCTIONS UNDER RULE 137**

Defendant ADR Systems of America, LLC ("ADR"), for its Petition pursuant to Illinois Supreme Court 137 against Plaintiffs Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, "Dulberg") and their attorney Alphonse A. Talarico ("Mr. Talarico"), states as follows:

## INTRODUCTION

This Court dismissed *with prejudice* Dulberg's claim against ADR set forth in "Count 4" of his Complaint on **October 31, 2023**.

ADR appreciates the Court's reluctance to issue sanctions. Accusations of frivolous pleading are often levied simply because a defendant obtains the dismissal of a claim. There are, however, those occasions where a party so clearly pursues a claim that is objectively without basis, while ignoring a warning that the party should cease pursuing that frivolous claim, that the Court must take action under Rule 137 as a means to protect the party subjected to that claim and the judicial system whose resources are wasted by having to address that claim.

Here, Dulberg contended that ADR somehow wronged him by having one of its neutrals (the Hon. James Etchingham (ret.)) preside over a binding mediation in December 2016 that not only was approved by the United States Bankruptcy Court, but also resulted in a substantial gain to Dulberg. Dulberg then waited six years before filing this lawsuit against various defendants, including ADR. To this date, Dulberg's claim against ADR remains incomprehensible.

In response to the lawsuit and before filing a responsive pleading, counsel for ADR sent a letter to Dulberg's attorney, Mr. Talarico, setting forth in detail why Dulberg's claim against ADR was without a good faith basis as a matter of fact and as a matter of law. ADR warned Mr. Talarico that ADR would seek sanctions if Dulberg did not dismiss its claim against ADR. Dulberg and Mr. Talarico ignored this warning, forcing ADR to pursue its motion to dismiss to resolution. Recognizing the meritless nature of the claim against ADR, the Court dismissed it but allowed Dulberg an attempt to amend. Ultimately, because Dulberg and Mr. Talarico never sought to file an Amended Complaint, ADR had to incur additional fees to request the Court dismiss that claim with prejudice, which the Court did on October 31, 2023.

Dulberg and Mr. Talarico had no factual or legal basis for seeking relief against ADR and knew the risk they were taking when they moved forward. The situation in which Dulberg and Mr. Talarico find themselves is one of their own making that could and should have been avoided.

The Court should enter an Order finding that Dulberg and Mr. Talarico violated Rule 137. Upon that finding, ADR will submit an appropriate declaration in support of its request for the reimbursement of fees and costs ADR incurred defending this action, including fees it has incurred in seeking sanctions by this motion.

### **FACTS SUPPORTING THE ISSUANCE OF SANCTIONS**

#### **A. ADR Presides Over a Binding Mediation Approved by the United States Bankruptcy Court and Dulberg Accepts the Benefits of that Mediation**

1. ADR, based in Chicago, provides alternative dispute resolution services, which include arbitrations and mediations.

2. The gist of Dulberg's Complaint arose from his personal bankruptcy filed in the United States Bankruptcy Court for the Northern District of Illinois (Case No. 14-83578). It appears that Dulberg is unhappy that Defendant Joseph Olsen (the "Trustee"), who served as the bankruptcy trustee overseeing Dulberg's personal bankruptcy, agreed to the recommendation of the Bankruptcy Court-approved special counsel, the Baudin Law Group, to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*) ("Dulberg's Injury Claim"). (See Dulberg Comp., **Exhibit A** hereto, at Exhibit 7.)

3. In an October 31, 2016 hearing, the Bankruptcy Court approved (i) the proposal to hold a binding mediation of Dulberg's Injury Claim, (ii) that this mediation would be subject to a \$50,000-\$300,000 (reflecting the applicable insurance policy limit) high/low agreement, and (iii) that the mediator who would preside over the binding mediation would *not* be made aware of

that high/low agreement. (Dulberg Compl. at Exhibit 6A (October 31, 2016 Transcript of Proceedings), pp. 2-5.)

4. The Bankruptcy Court approved the submission of the claim to binding mediation before ADR. ADR played no role in the bankruptcy proceedings. (*Id.* at Exhibit 8 (“Joseph D. Olsen, Trustee herein, is authorized to enter into a ‘Binding Mediation Agreement’ as described in the Trustee’s Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.”).)

5. On December 8, 2016, the parties, *including Dulberg*, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.). (*Id.* ¶ 57.)

6. Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement. (*Id.* at Exhibit 11.) That agreement reflects the “high/low” agreement that the Bankruptcy Court approved.

7. On December 12, 2016, Judge Etchingham rendered an award in Dulberg’s favor of \$561,000. The issuance of the award terminated ADR’s involvement in the proceeding. (*Id.* ¶ 64 and Exhibit 10.)

8. In or about April 2017, the Trustee sought approval for the distribution to various attorneys and creditors from the proceeds received as a result of the binding mediation. The Trustee’s request also included a distribution to Dulberg of more than \$117,000. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his \$117,000 without objection to the Bankruptcy Court. (*See* ADR Motion to Dismiss, **Exhibit B** hereto, p. 4.)

9. Six years later, Dulberg instituted this lawsuit, complaining that his lawyers forced him into binding mediation against his will.

10. Without commenting on the validity of the claims against the other parties, which the Court dismissed with prejudice, Dulberg’s claim against ADR set forth in “Count 4” is (and has always been) unfounded in fact or law.

11. Dulberg admitted in his Complaint that “there was a valid and enforceable contract” between Dulberg, Allstate, and ADR. (Dulberg Compl. ¶ 94.)

12. Apparently, there was an unsigned and undated draft of a Binding Mediation Agreement that the Trustee submitted to the Bankruptcy Court as part of his motion seeking approval to submit the matter to binding mediation. (*Id.* ¶ 95.) Dulberg did not allege that this draft constituted a “valid and enforceable contract.”

13. According to Dulberg, “Major terms within the two agreements were changed.” (*Id.* ¶ 96.) Dulberg never offered an explanation as to the alleged relevance of the cited terms. (*See, e.g.,* notifications, “Language under Parties B; “who is liable to plaintiff”; ADR’s fee schedule, ADR’s “Fee Schedule boxed information”; “page 6 section v number 5”.)

14. Dulberg then alleged that ADR breached the Binding Mediation Agreement by not following the terms regarding amending the contract. However, Dulberg, by his own allegations, admitted that the only enforceable contract to which ADR was a party is the one the parties signed. (Dulberg Compl. at Exhibit 11.)

15. Dulberg then asserted in perplexing fashion that “Plaintiff suffered pecuniary injury in an amount in excess of \$261,000 because the contract under the changed terms should not be allowed to regulate the procedure.” (*Id.* ¶ 100.)

16. Dulberg’s Complaint admitted (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint; (ii) a binding mediation dispute was presented to ADR for resolution; (iii) Dulberg attended the binding

mediation; and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which the parties accepted.

17. ADR was not a party to the draft agreement that the Trustee attached to his motion, and the Complaint lacked any allegation that ADR engaged in any material breach of the executed Binding Mediation Agreement.

**B. ADR Notifies Dulberg and its Counsel, Mr. Talarico, that Count 4 Violates Rule 137 because it Has No Basis in Fact or Law**

19. On January 31, 2023, ADR, through its counsel, sent a two-page letter to Mr. Talarico stating the many reasons why Count 4 was neither well-grounded in fact nor warranted by existing law and, as such, why it served no legitimate purpose. (*See Exhibit C.*)

20. ADR demanded that Dulberg immediately withdraw the Complaint against ADR. ADR further warned Dulberg and its counsel that if they did not do so, ADR would seek Rule 137 sanctions.

**C. The Court Dismisses Count 4 *without Prejudice*, and Dulberg Does Not Attempt to File an Amended Complaint**

21. Dulberg and its counsel ignored this warning and their obligations under Rule 137.

22. As such, on February 24, 2023, ADR was forced to file a Section 2-615 Motion to Dismiss. (*See Exhibit B* (without exhibits).)

23. Beyond the fact that Count 4 made no sense, Count 4 failed as to ADR because a valid breach of contract claim must identify the specific contractual provision at issue and the conduct constituting a breach thereof. *See Babbitt Muns., Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 15 (affirming dismissal of breach of contract claim).

24. On April 25, 2023, on Dulberg's behalf, Mr. Talarico filed a four-page Response, which made no serious attempt to address the gross factual and legal deficiencies in Count 4. (*See Exhibit D.*)

25. On May 9, 2023, ADR filed its Reply in support of its Motion to Dismiss, which reviewed why Dulberg's Response was inadequate or simply made no sense. (**Exhibit E.**)

26. The Court held a hearing on ADR's Motion to Dismiss on May 25, 2023, and dismissed Count 4 without prejudice. (*See Exhibit F.*)

27. Thereafter, Dulberg did not seek to file an Amended Complaint.

28. On October 11, 2023, in light of Dulberg's failure to file an Amended Complaint, ADR filed a Motion for Status Conference, which was heard on October 31, 2023. Mr. Talarico did not attend that hearing. The Court entered an Order dismissing Dulberg's claims against ADR with prejudice. (*See Exhibit G.*)

## ARGUMENT

### I. **Rule 137 Sanctions Are Appropriate because Dulberg Did Not Have any Legitimate Basis for Filing Count 4**

Illinois Supreme Court Rule 137 requires the signature of an attorney on “[e]very pleading.” Ill. S. Ct. R. 137(a). The signature constitutes a certificate that, to the best of the signer’s “knowledge, information, and belief formed after reasonable inquiry,” the pleading is “well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.” *Id.* Where that good faith and reasonable basis to support the pleading is lacking, Rule 137 allows a court to impose sanctions on both the attorney and the represented party. *Id.* “The purpose of the rule is to prevent a litigant from abusing the judicial process by penalizing the party who brings a vexatious or harassing action without a sufficient legal or factual foundation.” *Marvel of Ill., Inc. v. Marvel Contaminant Control Indus., Inc.*, 318 Ill. App. 3d 856, 867 (2d Dist. 2001) (internal quotation and citation omitted).

Further, “[a]n attorney has an obligation to promptly dismiss a lawsuit once it becomes evident that it is baseless.” *Baker v. Daniel S. Berger, Ltd.*, 323 Ill. App. 3d 956, 964 (1st Dist. 2001) (internal quotation and citation omitted). Sanctions are warranted under Rule 137 when counsel fails to do so. *See id.* at 962 (holding trial court abused its discretion when it failed to sanction counsel that filed and then failed to dismiss frivolous declaratory judgment complaint).

While one could fairly assert that Dulberg’s entire Complaint violated Rule 137, there can be *no* doubt that Count 4 against ADR is precisely the type of claim Rule 137 is aimed to prevent. Here, Dulberg and its counsel, Mr. Talarico, had no reasonable (or legitimate) basis in law or fact for pursuing Count 4 against ADR. At no time could they come close to satisfying the most basic elements of a contract claim – namely, what provision of the Mediation Agreement ADR breached and why that breach was responsible for any damages to Dulberg.

Sanctions are warranted here, especially in light of the warning that was provided to Dulberg and Mr. Talarico that it should not proceed against ADR and Dulberg and Mr. Talarico’s inability, both in Dulberg’s Response and during the hearing on the Motion to Dismiss, to articulate any logical basis under Illinois law for bringing a claim against ADR.

**II. As an Appropriate Sanction, the Court Should Order Dulberg and Mr. Talarico to Pay ADR the Attorneys’ Fees and Costs it Incurred in Moving to Dismiss Count 4 and in Seeking Rule 137 Sanctions**

Rule 137 allows a party to recover the attorneys’ fees and costs it incurred because of the sanctionable pleading. *Robertson v. Calcagno*, 333 Ill. App. 3d 1022, 1028 (1st Dist. 2002); *see also* Ill. S. Ct. R. 137(a). A party may also recover the attorneys’ fees it incurs in prosecuting a motion for sanctions. *Id.* As an appropriate sanction under Rule 137, the Court should award ADR not only the attorneys’ fees and costs it incurred in obtaining the dismissal of Count 4, but also the additional attorneys’ fees ADR incurs in seeking relief under Rule 137.

**WHEREFORE**, ADR Systems respectfully requests that the Court grant this Petition, find that Plaintiffs and their counsel, Mr. Talarico, violated Illinois Supreme Court Rule 137, and find that ADR is entitled to an award of the attorneys' fees and costs it incurred in dismissing Count 4 of the Complaint and in seeking sanctions under Rule 137 and grant such other and further relief as the Court deems appropriate. Upon the entry of such an Order, ADR will submit an appropriate declaration setting forth its fees and costs.

Dated: November 17, 2023

Respectfully submitted,

**ADR SYSTEMS OF AMERICA, LLC**

By: /s/ Robert A. Chapman

One of its Attorneys

Robert A. Chapman  
Shannon T. Knight  
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Firm ID No. 29411

**VERIFICATION**

I, Robert A. Chapman, an attorney for Defendant ADR Systems of America, LLC, depose and aver, pursuant to 735 ILCS 5/1-109, that I have read ADR's Petition for Sanctions under Rule 137 and that the statements contained therein are true and correct to the best of my knowledge.

/s/ Robert A. Chapman

# EXHIBIT A

FILED  
12/8/2022 3:50 PM  
IRIS Y. MARTINEZ  
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COOK COUNTY, IL  
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND )  
THE PAUL R. DULBERG REVOCABLE )  
TRUST )  
Plaintiffs, ) CASE NO. 2022L010905  
vs. )  
KELLY N. BAUDIN A/K/A BAUDIN & )  
BAUDIN, BAUDIN & BAUDIN AN )  
ASSOCIATION OF ATTORNEYS, LAW )  
OFFICES OF BAUDIN & BAUDIN, )  
BAUDIN & BAUDIN LAW OFFICES, )  
WILLIAM RANDAL BAUDIN II A/K/A )  
BAUDIN & BAUDIN, BAUDIN & BAUDIN )  
AN ASSOCIATION OF ATTORNEYS, LAW )  
OFFICES OF BAUDIN & BAUDIN, )  
BAUDIN & BAUDIN LAW OFFICES, )  
KELRAN, INC A/K/A THE BAUDIN LAW )  
GROUP, Ltd., JOSEPH DAVID OLSEN, )  
A/K/A YALDEN, OLSEN & WILLETTTE )  
LAW OFFICES, CRAIG A WILLETTTE, )  
A/K/A YALDEN, OLSEN & WILLETTTE )  
LAW OFFICES, RAPHAEL E YALDEN II, )  
A/K/A YALDEN, OLSEN & WILLETTTE )  
LAW OFFICES, ADR SYSTEMS OF )  
AMERICA, LLC., ASSUMED NAME ADR )  
COMMERCIAL SERVICES, ALLSTATE )  
PROPERTY AND CASULTY INSURANCE )  
COMPANY )

Defendants.

**PLAINTIFFS' COMPLAINT AT LAW**

Plaintiffs, PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, by and through their attorney, Alphonse A. Talarico, for their Complaint against Defendants, KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ADR COMMERCIAL SERVICES, ALLSTATE INSURANCE COMPANY, states as follows:

#### NATURE OF THE CASE

1. This is an action against Defendants KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

2. This is an action against Defendants JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION)**.

3. This is an action against Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES for **BREACH OF A WRITTEN CONTRACT**.

4. This is an action against Defendant ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY for **BREACH OF A WRITTEN CONTRACT**.

## PARTIES

5. Plaintiffs are PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST. Paul R. Dulberg is an Illinois resident whose address is 4606 Hayden Court, McHenry Illinois 60051. The Paul R. Revocable Trust of which Paul R. Dulberg and Thomas W. Kost are Co-Trustees is an Illinois Revocable Thrust whose address is 4606 Hayden Court, McHenry Illinois 60051.

6. Defendants are:

A) KELLY N. BAUDIN is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. She is also the President and Agent for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry

Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

B) WILLIAM RANDAL BAUDIN II is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. He is also the Secretary for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

C) KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., is an Illinois Domestic Company with an assumed name of THE BAUDIN LAW GROUP, LTD. With an address of 304 South McHenry Avenue, Crystal Lake, Illinois 60014, and Registered Agent Kelly N. Baudin 304 South McHenry Avenue, Crystal Lake, Illinois 60014.

D) JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2021 with a registered address of 1837 National Avenue, Rockford, Illinois 61103.

F) RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2013 with a registered address of 1505 National Avenue, Rockford, Illinois 61103.

G) ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, is an Illinois Domestic LLC with a principal office address of 20 North Clark

Street 29<sup>th</sup> Floor, Chicago, Illinois 60602. The registered agent is Marc J. Becker 20 North Clark Street, Suite 2900, Chicago, Illinois 60602.

H) ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY is an Illinois Domestic Dividing Stock Insurance Company pursuant to the Illinois Insurance Code 215 ILCS 5/35B-20 Type P&C Domestic Stock. Its address is 3100 Sanders Road, Suite 2100, Northbrook, Illinois 60062. Its Parent Company is THE ALLSTATE CORPORATION. Its registered agent is CT CORPORATION SYSTEM, 208 SOUTH LASALLE STREET SUITE 814, CHICAGO, ILLINOIS 60604.

### **JURISDICTION AND VENUE**

7. This Court has personal jurisdiction for each Defendant as follows:

7a. KELLY N. BAUDIN pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7b. WILLIAM RANDAL BAUDIN II pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7c. KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., pursuant to 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7d. JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7e. CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7f. RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7g. ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(a)(7), 735 ILCS 5/2-209(b)(3);

7h. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(b)(4).

8. This Court has subject matter jurisdiction pursuant to The Constitution of the State of Illinois, Article VI The Judiciary, Section 9. Circuit Courts-Jurisdiction because legal malpractice, fraud and breach of contract matters committed within the State of Illinois.

9. Venue is proper pursuant to 735 ILCS 5/2-101(1) because Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES is a “resident” of Cook County, Illinois and 735 ILCS 5/2-101(2) because the fraudulent Binding Mediation Agreement was created and the Binding Mediation Hearing was conducted in Cook County, Illinois.

#### **STATEMENT OF FACTS**

10. On or about October 2, 2014 PLAINTIFF Paul R Dulberg began calling the office of

Randy Baudin Sr. multiple times, but nobody called back until December of 2014.

11. On or about September 22, 2015 Plaintiff Paul R Dulberg along with his mother Barbara Dulberg and brother Tom Kost went to meet with Randy Baudin Sr., and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at the office of Randal

Baudin Sr. to discuss possible representation.

12. Upon entering the office of Randy Baudin Sr. Dulberg on September 22, 2015 Plaintiff met with a receptionist who called herself Myrna and she introduced Dulberg to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin, attorneys of the firm.

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

14. A meeting took place on September 22, 2015 between Plaintiff Dulberg, Barbara Dulberg, Tom Kost and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin & Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin

belonged to Defendant KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., located at 304 McHenry Ave., Crystal Lake, Illinois 60014.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their opening meeting that he intended/required that they were willing to take the case to trial.

18. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin agreed to take the case to trial if necessary.

19. Plaintiff Dulberg hired Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin to represent him in prosecuting his claims in the pending case designated as 12 LA 178 and that the case was an asset of the Bankruptcy Estate Bk No.:14-83578.

20. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) cross-claim that would have determined liability for the remaining defendant.

21. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never

answered) Interrogatories that may have determined liability for the remaining defendant.

22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.:14-83578.

23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

24. On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Kelly and I would like speak with you and your mom Monday night at 630"

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."

27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"
28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."
29. On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.
30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"
31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"
32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow"

33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh

Please answer this in the morning How are costs and attorney fees handled in binding

arbitration? Do they come out of the award or are they in addition to the award like a

trial?"

34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text

message to Plaintiff Dulberg stating "Both Handled the same as trail."

35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are

awarded separate from the award or do they still come out of the 300k cap?"

36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text

message to Plaintiff Dulberg stating If at trial and win 300 max Costs not above that.

Same as mediation. We can ask for judge to award costs in both. Up to judge to

award. Also costs mean filing fee service fee. Not the costs like experts bills.

37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"

38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."

39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

41. On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers say that it is the best that you do the binding mediation. We are deciding this based on facts and odds as to give you the best outcome. It appears to me that you are still looking for some justification or rationalization to carry on as if it will make it better. It

won't. This will give you the best possible outcome."

42. On July 19, 2016 at 1:46 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, Yes arbitration is appealing because it saves a few thousand dollars and maybe a few years but I don't like the idea of being blindly boxed in on their terms alone without any assurances as to your fees, medical expenses or even what we spent out of pocket in costs to get here. I want some assurances/concessions on their part prior to walking in or it's no deal. Going in blind with no assurances, I can't help but to feel like a cow being herded thinking its dinner time but it's really slaughter time. They need to give somewhere prior to arbitration or it's a good indication as to how they will negotiate once we start. In other wards, if they won't concede anything prior to arbitration then they won't negotiate or concede anything once the arbitration starts and if that's the case, what's the point. We need something to show they are sincere in trying to resolve this. Up the lower limits from 50k to 150k, concede on the medical portion, out of pocket expenses, attorneys fees or how about just resolving their portion and leave their chainsaw wielding idiot open to defend himself in this lawsuit. Perhaps they can give on something I haven't thought of

yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter and I'll agree To do it"

43. On July 19, 2016 at 4:28 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "So sorry your texts come in out of order. Binding mediation or no."

44. On July 20, 2016 at 11:44 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "All right, Kelly called and we have Cole show Sean in the next hour or so. Kelly had promised her we were calling yesterday, they have to know what's going on and make arrangements regarding additional counsel. Again, as your attorneys we are strongly urging you to participate in the binding mediation. It is your best opportunity for the greatest possible recovery and the guarantee that you would at least walk away with something if you got 0. Again, this gives us the most control of the situation."

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

46. On July 20, 2016 at 1:24 PM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "Randy, I truly appreciate yours and Kelly's honest advice and I hope I continue to receive it in the future. Please don't take this personal because it's not. I value everything you have to offer more than you know. I will be moving forward with litigation at this time. However, should Allstate consider a full settlement with no strings attached in the future so they can save the cost of litigation or a humiliating defeat I'm not opposed to entertaining it and most likely will accept it. This is too important to me and my family. I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly in the hopes of saving a few thousand dollars and time. Thank you both for your honest advice now let's move forward together and enjoy winning this case together."

47. On August 16, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I have to ask again, why is it wise to agree to mediate before permanent disability is determined by social security since the permanent disability rating would be a large factor in determining what the insurance adjuster is willing to give? Both mom and myself need a real answer to this question"

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF

W.RANDALL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) and 5002 TO  
EMPLOYEE BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE  
TRUSTEE".

Section 1 states:

"I am a member of the law firm of Boudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd. with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

Section 5 of the affidavit states:

"To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14) and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtor's pre-petition with respect to the subject personal injury claim."

Section 6, part A states:

"My firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment."

Section 6, part D states:

"No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties of interest."

Section 6, part E states:

"All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to

be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues.

Instead, the Firm will undertake to obtain the best possible result on the claim and will leave to others any advice or representation as to such issues."

Section 6, part F states:

"The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted."

(Please see Exhibit 2 and exhibit 3 attached).

49. On October 4, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court.

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from

W. Randal Baudin II informing Dulberg that the binding mediation process will take

place even though Dulberg does not approve of the process and refused to sign the

arbitration agreement. W. Randal Baudin II informed Dulberg that the bankruptcy

trustee and judge had the authority to order the process into a binding mediation

agreement without Dulberg's consent.

51. On October 18, 2016 at 10:50 AM Plaintiff Dulberg sent a text message to

Defendant W. Randall Baudin II stating "Hi Randy, since we haven't received the IME

report in 10 days as the Dr stated we would, I'd like to move back the date of the

mediation thingy I'm being forced into so we have more than only a few weeks to deal with whatever the report may show. At least 2-3 months should do it considering the defense has already had the treating Dr's reports and depositions for months and years already. Let me know"

52. On October 31, 2016 Trustee Olsen appeared before the Honorable Thomas M. Lynch in the Northern District of Illinois, Western Division, US Bankruptcy Court and the following occurred:

MR. OLSEN: Good morning, Your Honor. Joseph Olsen, trustee. This comes before the Court on two motions. One is to authorize the engagement of special counsel to pursue a personal injury litigation, I think it's in Lake County, involving a chainsaw accident of some sort. And then, presumably, if the Court grants that, the second one is to authorize the estate to enter into -- I'm not sure what you call it, but binding mediation.

But there's a floor of \$50,000, and there's a ceiling of \$300,000 And I guess I've talked with his attorney. He seems very enthusiastic about it. There may be some issues about the debtor being a good witness or not, I guess. It had to do with a neighbor who asked him to help him out with a chainsaw, and then I guess the neighbor kind of cut off his arm, or almost cut off his arm right after that. There's some

bitterness involved, understandably, I guess.

But I don't do personal injury work at all, so I'm not sure how that all flows through to a jury, but he didn't seem to want to go through a jury process. He liked this process, so...

THE COURT: Very well. Mr. Olsen, first of all, with regard to the application to employ the Baudin law firm, it certainly appears to be in order and supported by affidavit. Their proposed fees are more consistent with at least what generally is the market than some of the fees you and I have seen in some other matters. One question for you: Have you seen the actual engagement agreement?

MR. OLSEN: I thought it was attached to my motion.

THE COURT: Okay.

MR. OLSEN: If it's not, it should have been. It's kind of an interesting -- actually, this is kind of a unique one. The debtor actually paid them money in advance, and then he's going to get a credit if they actually win, which I guess enures, now, to my benefit, but that's okay. And there's a proviso for one-third, except if we go to trial, then it's 40 percent. So these are getting more creative by the PI bar as we plod along here, I guess, but...

THE COURT: It's a bar that's generally pretty creative. And my apologies. I saw the

affidavit, but you did have the agreement attached, and one was in front of the other.

And the agreement is just as you describe it. It appears to be reasonable, and so I'll approve the application. Tell me about this binding mediation. It's almost an oxymoron, isn't it?

MR. OLSEN: Well, I guess the mediators don't know there's a floor and a ceiling. I'm not sure where that comes from, but that's -- yeah. And whatever number they come back at is the number we're able to settle at, except if it's a not guilty or a zero recovery, we get 50,000, but to come back at 3 million, we're capped at 300,000.

THE COURT: Interesting.

MR. OLSEN: A copy of the mediation agreement should also be attached to that motion.

THE COURT: And I do see that. That appears to be in order. It's one of those you wish them luck

MR. OLSEN: I don't want to micromanage his case.

THE COURT: But that, too, sounds reasonable. There's been no objection?

MR. OLSEN: Correct.

THE COURT: Very well. I will approve -- authorize, if you will, for you to enter into the binding mediation agreement, see where it takes you.

MR. OLSEN: Thanks, Your Honor."

(Please see Group Exhibit 6A and B attached)

53. On October 31, 2016 both orders were issued by bankruptcy judge.

(Please see Exhibit 7 and Exhibit 8 attached)

54. On October 31, 2016 at 10:41AM trustee Olsen sent an email to Randall Baudin II

stating: "Randy- The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement"; Do you want the debtor to /s/ the form, or me

as trustee? Let me know, thanks."

(Please see Exhibit 9 p2 attached)

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen

stating: "You can good ahead sign it."

(Please see Exhibit 9 P3 attached)

56. On or about November15, 2016 W. Randal Baudin II told Dulberg that even though

he does not want the binding mediation to take place, he should attend the hearing

anyway because the judge will look down on a person that doesn't attend as if they are

uninterested in their own case.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother,

Barbara Dulberg, even though he did not agree to the process, did not want it to

happen, and refused to sign any agreement or consent to the process.

58. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee and Dulberg believed the bankruptcy judge had the legal authority to make that decision without anyone else's consent. Dulberg believed this because W. Randall Baudin II told him it was true.

59. Towards the end of the Binding Mediation, the Mediator was informing Dulberg that he was finding in Dulberg's favor but wasn't going to make the award so high that a neighborhood war would break out and Dulberg would have to wait to find out the award amount.

60. At that point some yelling started outside the room, to Dulberg and Barbara Dulberg it sounded like Kelly Baudin and Shoshan Reddington, Esq. (Allstate Defense Attorney).

61. Dulberg continued to talk with the Mediator and W. Randall Baudin II quickly excused himself to deal with the yelling.

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry

because she was informed they had a deal with prior counsel and the case would be settled for \$50,000.

63. When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires – were also somewhat responsible ...".

Dulberg asked, Is that true?

W. Randall Baudin II looked and replied, That's what it says

Dulberg replied, Mast \*\*\*\*\* lied.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of \$660,000.00. (Please see Exhibit 10 attached)

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

66. W. Randall Baudin II spoke of the \$561,000 net award informing Dulberg that both he and Kelly thought they did good and unfortunately the cap of \$300,000 was in place but we think we did good.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you

sincerely. I just can't help it, what I see here is a gift of \$261,000 given to those responsible for my injuries.

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

**COUNT 1**

**LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS  
KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE  
BAUDIN LAW GROUP, Ltd.,**

69. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

70. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

71. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

72. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

- b) These Defendants knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting that the facts stated in the counterclaim were true.
- c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.
- d) These Defendants knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.
- e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.
- f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.
- g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.
- h) These Defendants knew or should have known that an audio recording of a telephone conversation that Mast claimed to have with Gagnon on April 11, 2012 was missing from the case file.
- i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.
- j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.
- k) Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.
- l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

m) These Defendants and Trustee Olsen, together, decided that any arbitration award was to be capped at \$300,000 and forced the upper cap on Dulberg without his consent and while ignoring his strong objection.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R. Dulberg all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement.  
(Please see Plaintiff's Exhibit 11 attached)

73. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a \$300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

74. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of \$261,00.00

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

**COUNT 2**

**LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST  
DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN,  
INC A/K/A THE BAUDIN LAW GROUP, Ltd.,**

75. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

76. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

77. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

78. These Defendants knew that the representation was false.

79. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

80. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

81. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of \$300,000.00 against a gross award by the Mediator of \$660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

**COUNT 3**

**LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD AGAINST  
DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT  
LAW OFFICES, CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW  
OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW  
OFFICES**

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

83. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

84. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETT LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

85. Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

86. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

mediation agreement because plaintiff was not a good witness.

87. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of \$261,000.00.

88. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

89. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

90. The Baudins and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

91. Trustee Olsen told the bankruptcy judge that the parties agreed and Dulberg did not want a jury trial because he wouldn't be a good witness.

92. The Baudins and Trustee Olsen, together, decided that any arbitration award was to be capped at \$300,000 and forced the upper cap on Dulberg without his consent and while ignoring his strong objection

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and against DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, CRAIG A WILLETT, A/K/A YALDEN, OLSEN & WILLETT LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETT LAW and each of them, in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

**COUNT 4**

**BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA,  
LLC., ASSUMED NAME ADR COMMERCIAL SERVICES**

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and

Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

96. Major terms within the two agreements were changed including but not limited to:

- a. Notifications under the title on page one;
- b. Language under Parties B;
- c. page 4 F1.b. regarding who is liable to Plaintiff;
- d. page 5 V.A.1. ADR Systems Fee Schedule;
- e. page 5 V ADR Systems Fee Schedule boxed information;
- f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of \$261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 4 of the

Complaint in their favor and against DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

**COUNT 5**

**BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY**

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.
102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)
103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)
104. Major terms within the two agreements were changed including but not limited to:
  - a. Notifications under the title on page one;
  - b. Language under Parties B;

- c. page 4 F1.b. regarding who is liable to Plaintiff;
- d. page 5 V.A.1. ADR Systems Fee Schedule;
- e. page 5 V ADR Systems Fee Schedule boxed information;
- f. page 6 section v number 5.

94. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

105. Plaintiff did all that was required of him under the terms of the contract.

106. Defendant breached the contract by not following the terms regarding amending the contract.

107. Plaintiff suffered pecuniary injury in an amount in excess of \$261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

**JURY DEMAND-12 PERSONS**

Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG

REVOCABLE TRUST demand a trial by jury on all issues triable by a jury.

Dated: December 8, 2022

Respectfully submitted,

By: /s/ Alphonse A. Talarico

ARDC 6184530

CC 53293

707 Skokie Boulevard suite 600

Northbrook, Illinois 60062

(312) 808-1410

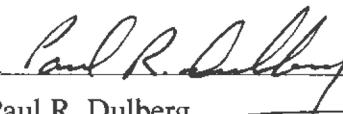
[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)

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

**VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 1-109**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil  
Procedure, the undersigned certifies that the statements set forth in this instrument are true and

correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

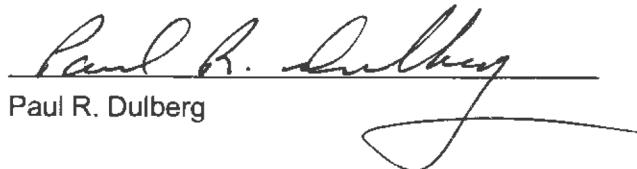
  
Paul R. Dulberg

**AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)**

I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

1. I have brought suit against Defendants KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY
  
2. The total of money damages I seeks does exceed \$50,000;
  
3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

  
Paul R. Dulberg

**FEE AGREEMENT**

I, Paul Dulberg, hereby agree to retain and employ BAUDIN & BAUDIN, an association of attorneys, to prosecute and/or settle all suits and claims for damages, which may include personal injuries and property damage, against responsible parties, including their insurance companies and my insurance companies, or any other responsible insurance companies, arising out of events which occurred on or about the 28<sup>th</sup> day of June, 2011, at or near 1016 W. Elder Avenue, McHenry, Illinois.

I agree to pay BAUDIN & BAUDIN as compensation for services (1) a non-refundable retainer fee of \$3,333.33; AND (2) a sum of money equal to one-third (1/3) of the gross amount realized from this claim by settlement prior to trial of this matter, OR, if this matter proceeds to trial, which is defined as any time after the final pre-trial conference with the Court has concluded, I agree to pay BAUDIN & BAUDIN as compensation for its services a sum of money equal to forty percent (40%) of the gross amount realized from such action. Should this matter conclude by way of settlement, negotiations, trial, arbitration or judgment in my favor, BAUDIN & BAUDIN agrees to reduce its percentage fee by an amount of \$3,333.33 as an offset for the non-refundable retainer fee; however, in no event will the \$3,333.33 be refunded to me once this agreement has been executed.

I realize, understand and agree that all expenses and costs related to my claim, such as medical expenses for my/our care and treatment and related costs such as costs for obtaining medical records and bills, as well as court costs, including filing fees, costs of depositions, costs of experts, etc. are my obligation and responsibility and shall be paid as those bills become due from time to time.

It is further agreed and understood that there will be no further charges for legal services over and above the \$3,333.33 non-refundable retainer fee by BAUDIN & BAUDIN (with the exception of the aforesaid expenses and costs referred to in paragraph 3) unless recovery is made in this claim, and that no settlement will be made without the consent of the claimant(s).

I hereby authorize and direct that BAUDIN & BAUDIN is authorized to endorse and deposit any proceeds received in regard to the aforesaid claim herein, and to disburse those funds for purposes of client payments, resolution of liens, reimbursement of costs advanced, and attorney's fees.

This cause was not solicited either directly or indirectly from me/us by anyone. This agreement is being executed with duplicate originals.

Signed this 22<sup>nd</sup> day of September, 2015, and copy received by  
claimant(s) or claimant(s)'s representative.

\_\_\_\_\_  
Claimant

\_\_\_\_\_  
Claimant

BAUDIN & BAUDIN  
2100 N. Huntington Drive, Suite C  
Algonquin, IL 60102  
847.658.5295 FAX: 847.658.5015

Revised 9/2015

EXHIBIT

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

IN RE: ) CHAPTER 7  
DULBERG, PAUL )  
Debtors. ) CASE NO. 14-83578  
              ) JUDGE: THOMAS M. LYNCH

**AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a),  
2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD.  
AS SPECIAL COUNSEL FOR THE TRUSTEE**

STATE OF ILLINOIS      )  
                          )  
COUNTY OF McHENRY    )

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd., with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.
2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.
3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..
4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.
5. To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14), and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtors pre-petition with respect to the subject personal injury claim.

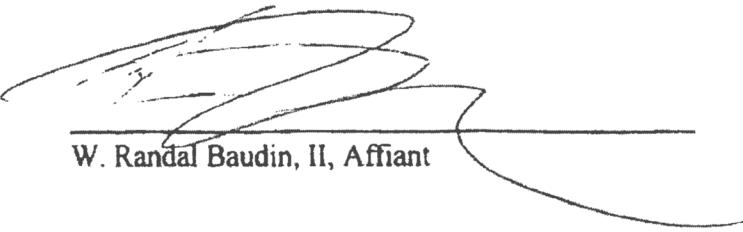


6. I understand and agree that:

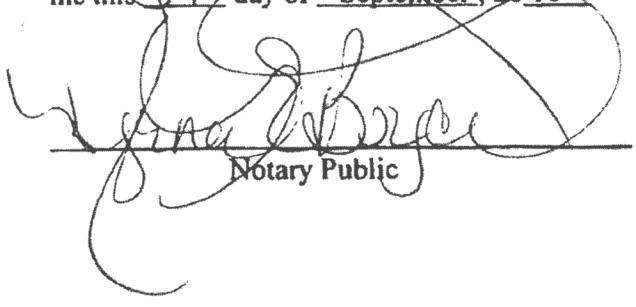
- A. My Firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy Estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment.
- B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.
- C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.
- D. No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties in interest.
- E. All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues.
- F. The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted.
- G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:
  - i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and
  - ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

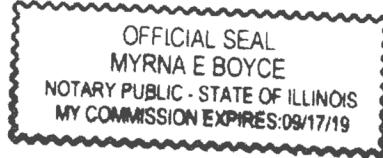
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.
- iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

  
W. Randal Baudin, II, Affiant

Subscribed and sworn to before  
me this 17 day of September, 2016

  
Myrna E. Boyce  
Notary Public



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

IN RE: ) CHAPTER 7  
DULBERG, PAUL )  
Debtors. ) CASE NO. 14-83578  
              ) JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a),  
2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD.  
AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS      )  
                          )  
COUNTY OF McHENRY    )

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd., with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.
2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.
3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..
4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.
5. To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14), and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtors pre-petition with respect to the subject personal injury claim.

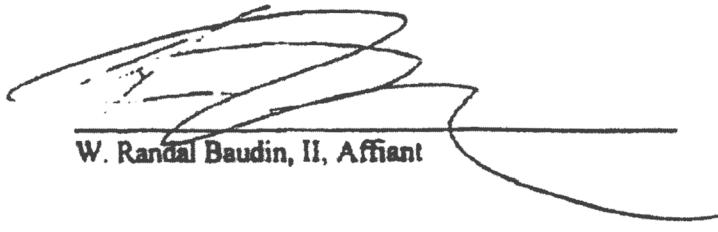


6. I understand and agree that:

- A. My Firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy Estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment.
- B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.
- C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.
- D. No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties in interest.
- E. All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues.
- F. The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted.
- G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:
  - i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and
  - ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

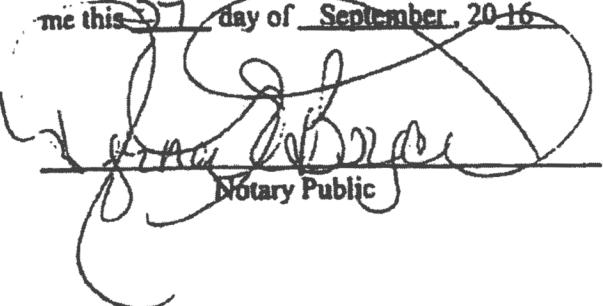
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.
- iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

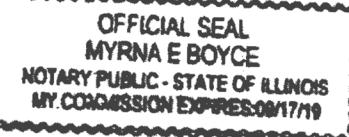


W. Randal Baudin, II, Affiant

Subscribed and sworn to before  
me this 27 day of September, 2016



Notary Public



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

IN RE:  
PAUL DULBERG ) CHAPTER 7  
                  ) Case Number: 14-83578  
                  )  
Debtor.          ) JUDGE THOMAS M. LYNCH

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his Motion for Authority to Enter into a "Binding Mediation Agreement" in accordance with the "Binding Mediation Agreement" which is attached hereto and made a part hereof as Exhibit A.

A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31<sup>st</sup> day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church St., Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETT, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich



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

IN RE: ) CHAPTER 7  
PAUL DULBERG ) Case Number: 14-83578  
                ) Debtor.      ) JUDGE: THOMAS M. LYNCH

**MOTION FOR AUTHORITY TO ENTER INTO A  
“BINDING MEDIATION AGREEMENT”.**

NOW COMES the Trustee, Joseph D. Olsen, by his attorneys, Yalden, Olsen & Willette, pursuant to Bankruptcy Rule 9019, and for his Motion for Authority to Enter into a “Binding Mediation Agreement”, states as follows:

1. That the Debtor, Paul Dulberg, filed his Voluntary Petition for Relief pursuant to Chapter 7 of Title 11 on November 26, 2014;
2. That Joseph D. Olsen is the duly appointed and qualified acting case Trustee of the above captioned Estate;
3. That on the date of the petition the Debtor, Paul Dulberg, had a certain claim against David Gagnon, et al for certain personal injuries suffered in a chainsaw injury. This certain personal injury case is pending in the circuit court of the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois in cause number 12LA178.
4. Heretofore the Trustee has hired as his Special Counsel, the Baudin Law Group, Ltd. to prosecute the Bankruptcy Estate's claim in this matter. After discussions with Randy Baudin, the lead attorney on the file, Mr. Baudin has recommended participation in the “Binding Mediation Agreement”, a copy of which agreement is attached hereto and made a part hereof as Exhibit A. There can be no guarantee of the amount of the award that is eventually provided under the “Binding Mediation Agreement” but it has a floor of no less than \$50,000.00 and a ceiling of no greater than \$300,000.00.

The Trustee, in consultation with his special counsel, believes the “Binding Mediation Agreement” would be in the best interest of the Estate.

- 2 -

**WHEREFORE, the Trustee requests authority to enter into the afore-described "Binding Mediation Agreement" and to execute any document necessary or appropriate to process the Debtor's claims through that binding mediation process.**

**JOSEPH D. OLSEN, Trustee**

**By: YALDEN, OLSEN & WILLETTTE, his attorneys**

**By: s/s Joseph D. Olsen**

**Prepared by:**  
**Joseph D. Olsen**  
**Yalden, Olsen & Willette**  
**1318 East State Street**  
**Rockford, IL 61104**  
**(815) 965-8635**

Alexian Brothers Medical Group  
PO Box 5588  
Belfast, ME 04915-5588

Associated Neurology SC  
1900 Hollistar Drive  
Suite 250  
Libertyville, IL 60040-5249

Bank of America  
PO Box 851001  
Dallas, TX 75285-1001

BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

Cabelas Visa Center  
World's Foremost Bank  
PO Box 82609  
Lincoln, NE 68501-2609

Capital One Bank  
Attn: General Correspondence  
PO Box 30205  
Salt Lake City, UT 84130-0205

Capital One Bank (USA), N.A.  
PO Box 6492  
Carol Stream, IL 60197-6492

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

Dr. Frank W. Sek  
4606 W. Elm Street  
McHenry, IL 60050-4015

Dynamic Hand Therapy & Rehab  
498 S. US Highway 12  
Suite C  
Fox Lake, IL 60020-1900

Hand Surgery Associates, SC  
Dr. Sagman / Dr. Bischoff  
515 W. Algonquin Road  
Arlington Heights, IL 60005-4405

McHenry Radiologists & Imaging  
PO Box 220  
McHenry, IL 60051-0220

MidAmerica Hand to Shoulder Clinic  
Dr. Talarico  
75 Remittance Drive, Suite 6035  
Chicago, IL 60675-6035

Moraine Emergency Physicians  
PO Box 8759  
Philadelphia, PA 19101-8759

Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050-8499

Northwest Community Hospital  
25709 Network Place  
Chicago, IL 60673-1251

Northwest Suburban Anesthesiologists  
8163 Solutions Center  
Chicago, IL 60677-8801

Oak Trust Credit Union  
1 South 450 Summit Avenue  
Oakbrook Terrace, IL 60181

(p) OAK TRUST CREDIT UNION  
12251 S ROUTE 59  
PLAINFIELD IL 60585-9189

Oak Trust Credit Union  
444 N Bola Rd, Suite 101  
Aurora, IL 60502-9620

Open Advanced MRI of Round Lake  
Medchex  
PO Box 502  
Katonah, NY 10536-0502

WORLD'S FOREMOST BANK  
CARINA'S CLUB VISA  
PO BOX 82609  
LINCOLN, NE 68501-2609

Walgreens  
3925 W. Elm Street  
McHenry, IL 60050-4361

Walmart Pharmacy  
3801 Running Brook Farms Boulevard  
Johnsburg, IL 60051-5425

Worlds Foremost Bank WA  
4800 NW 1st Street  
Suite 300  
Lincoln, NE 68521-4463

David L. Stretch  
Law Office of David L. Stretch  
5447 West Bull Valley Road  
McHenry, IL 60050-7410

Paul R. Dulberg  
1606 Haydan Court  
McHenry, IL 60051-7918

Attorney W. Randal Baudin, II  
Baudin Law Group, Ltd.  
2100 N. Huntington Dr Suite C  
Algonquin, IL 60102



**Binding Mediation Agreement  
ADR Systems File # 33391BMAG**

**Revised for Special Billing**

**I. Parties**

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshan Reddington

**SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

**II. Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016  
Time: 1:30 P.M.  
Location: ADR Systems of America, LLC  
20 North Clark Street  
Floor 29  
Chicago, IL 60602  
Contact: Alex Goodrich  
312-960-2267

**III. Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

**A. Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

**B. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, If the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

**C. Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

**D. Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least 17 (seventeen) days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical appliances (for example, prostheses);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

- FILED DATE: 11/17/2023 3:45 PM 2022L010905  
FILED DATE: 12/8/2022 3:50 PM 2022L010905
- a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
  - b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.
3. The Parties agree If a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.
4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than Monday, November 21, 2016.
5. The items are considered delivered as of the date that one of the following events occur:
- a. If mailed, by the date of the postmark;
  - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
  - c. The date transmitted by facsimile or email.
6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

If emailing Submissions, please send to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.

The Honorable James P. Etchingham, (Ret.) (Mediator)  
C/O ADR SYSTEMS  
20 North Clark Street  
Floor 29  
Chicago, IL 60602

Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)  
BAUDIN LAW GROUP  
304 McHenry Avenue  
Crystal Lake, IL 60039



Shoshan Reddington, Esq. (Defense Attorney)  
LAW OFFICES OF STEVEN LIHOSIT  
200 N. La Salle Street  
Suite 2550  
Chicago, IL 60601

**E. Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

**F. Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
  - a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
  - b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

The Parties agree that for this Mediation the minimum award to Paul Dulberg will be \$50,000.00. Also, the maximum award to Paul Dulberg will be \$300,000.00. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

**IV. Effect of this Agreement**

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.



- FILED DATE: 11/17/2023 3:45 PM  
2022L010905  
FILED DATE: 12/8/2022 3:50 PM  
2022L010905
- B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. The required deposit amount is \$2,590.00 from Party B and is due by November 21, 2016. Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. ADR Systems must be notified of special fee arrangements.
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires 14-day notice in writing or via electronic transmission of cancellation or continuance. For Binding-Mediations cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred ("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	\$390.00 (Non-refundable)
Mediator's Review Time	\$450.00 per hour
Session Time	\$450.00 per hour
Mediator's Decision Writing Time	\$450.00 per hour
Mediator's Travel Time (if any)	\$75.00 per hour

B. Responsibility for Payment

\*\*Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.



- FILED DATE: 11/17/2023 3:45 PM 2022L010905  
FILED DATE: 12/8/2022 3:50 PM 2022L010905
- 3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
  - 4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
  - 5. \*\*Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.

**VI. Acknowledgment of Agreement**

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: \_\_\_\_\_  
Paul Dulberg / Plaintiff Date

By: \_\_\_\_\_  
Kelly N. Baudin / Attorney for the Plaintiff Date

By: \_\_\_\_\_  
Randall Baudin, II / Attorney for the Plaintiff Date

By: \_\_\_\_\_  
Shoshan Reddington / Attorney for the Defendant Date

ADR Systems File # 33391BMAG  
ADR Systems Tax I.D. # 36-3977108  
Date of Hearing: Thursday, December 8, 2016



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

IN RE: ) CHAPTER 7  
 )  
DULBERG, PAUL ) CASE NO. 14-83578  
 )  
Debtor. ) JUDGE THOMAS M. LYNCH

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his Motion to Employ Special Counsel, Baudin Law Group, Ltd, as attorneys for the Trustee to pursue a personal injury cause of action. A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31<sup>st</sup> day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church Street, Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETT, his attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

EXHIBIT

5

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

IN RE:  
PAUL DULBERG,  
Debtors.

) CHAPTER 7  
)  
) CASE NO. 14-83578  
)  
) JUDGE: THOMAS M. LYNCH

**MOTION TO EMPLOY SPECIAL COUNSEL**

NOW COMES Joseph D. Olsen, Trustee, by his attorneys, Yalden, Olsen & Willette, and for his Motion to Employ Special Counsel, hereby states as follows:

1. JOSEPH D. OLSEN is the duly qualified, appointed, and acting Trustee in the above-captioned case.

2. To perform his duties as Trustee, your movant requires the services of an attorney for the following purposes:

A. To appear for and prosecute the Estate's interest regarding a personal injury cause of action;

B. To assist in the preparation of such pleadings, motions, notices, and orders which are required;

3. For the foregoing and all other necessary and proper purposes, movant desires to retain the law office of Baudin Law Group, Ltd., as counsel for the Trustee.

4. Movant feels that the law office is well qualified to render the foregoing services.

5. The law office of Baudin Law Group, Ltd. has no connections with the Debtor(s), creditors, or any party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee as defined in 11 U.S.C. Section 101(14), except as follows:

Post petition the Debtor entered into a contingent fee agreement with Baudin & Baudin (the predecessor law group to the Baudin Law Group, Ltd.) whereby the Debtor paid \$3,333.33 as a nonrefundable retainer (to the offset against any future recovery) and agreed to pay Baudin & Baudin 33 1/3% as a contingency fee if the matter settled prior to trial and 40% if the matter proceeds to trial.

- 2 -

6. The attorneys requests that they be compensated in accordance with Baudin Law Group, Ltd. fee agreement which is attached hereto and made a part hereof as "Exhibit A."

WHEREFORE, JOSEPH D. OLSEN, Trustee, prays that he be authorized to employ the law office of Baudin Law Group, Ltd., as his attorneys to render services in the areas described above and compensation be paid as an administrative expense and in such amounts as this Court may hereinafter determine and allow.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETT, his Attorneys

By: s/s Joseph D. Olsen

Joseph D. Olsen  
YALDEN, OLSEN & WILLETT  
1318 East State Street  
Rockford, IL 61104  
(815) 965-8635  
Fax (815) 965-4573

Alexian Brothers Medical Group  
PO Box 5500  
Belfast, ME 04915-5500

Associated Neurology SC  
1900 Hollister Drive  
Suite 250  
Libertyville, IL 60048-5249

Cabelas Visa Center  
World's Foremost Bank  
PO Box 82609  
Lincoln, NE 68501-2609

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

Hand Surgery Associates, SC  
Dr. Saperman / Dr. Biafore  
515 W. Algonquin Road  
Arlington Heights, IL 60005-4405

Moraine Emergency Physicians  
PO Box 8759  
Philadelphia, PA 19101-8759

Northwest Suburban Anesthesiologists  
8163 Solutions Center  
Chicago, IL 60677-8801

Oak Trust Credit Union  
444 W Bola Rd, Suite 101  
Aurora, IL 60502-9620

Walgreens  
3925 W. Elm Street  
McHenry, IL 60050-4361

David L. Stretch  
Law Office of David L. Stretch  
5447 West Bull Valley Road  
McHenry, IL 60050-7410

Bank of America  
PO Box 651001  
Dallas, TX 75285-1001

Capital One Bank  
Attn: General Correspondence  
PO Box 30285  
Salt Lake City, UT 84130-0285

Dr. Frank W. Sek  
4606 W. Elm Street  
McHenry, IL 60050-4015

McHenry Radiologists & Imaging  
PO Box 220  
McHenry, IL 60051-0220

Northern Illinois Medical Center  
4201 Medical Center Drive  
McHenry, IL 60050-8499

Oak Trust Credit Union  
1 South 450 Summit Avenue  
Oakbrook Terrace, IL 60181

Open Advanced MRI of Round Lake  
Medchar  
PO Box 502  
Katonah, NY 10536-0502

Walmart Pharmacy  
3801 Running Brook Farms Boulevard  
Johnsburg, IL 60051-5425

Paul R. Dulberg  
4606 Hayden Court  
McHenry, IL 60051-7918

BANK OF AMERICA  
PO BOX 982238  
EL PASO TX 79998-2238

Capital One Bank (USA), N.A.  
PO Box 6492  
Carol Stream, IL 60197-6492

Dynamic Hand Therapy & Rehab  
498 S. US Highway 12  
Suite C  
Pax Lake, IL 60020-1988

MidAmerica Hand to Shoulder Clinic  
Dr. Talarico  
75 Remittance Drive, Suite 6035  
Chicago, IL 60675-6035

Northwest Community Hospital  
25709 Network Place  
Chicago, IL 60673-1257

(p) OAK TRUST CREDIT UNION  
12251 S ROUTE 53  
PLAINFIELD IL 60585-9189

WORLD'S FOREMOST BANK  
CARILLA'S CLUB VISA  
PO BOX 82609  
LINCOLN, NE 68501-2609

Worlds Foremost Bank NA  
4800 NW 1st Street  
Suite 300  
Lincoln, NE 68521-4463

Attorney W. Randal Daudin, II  
Daudin Law Group, Ltd.  
2100 N. Huntington Dr Suite C  
Algonquin, IL 60102

FEES AGREEMENT

I, Paul Dulberg, hereby agree to retain and employ BAUDIN & BAUDIN, an association of attorneys, to prosecute and/or settle all suits and claims for damages, which may include personal injuries and property damage, against responsible parties, including their insurance companies and my insurance companies, or any other responsible insurance companies, arising out of events which occurred on or about the 28<sup>th</sup> day of June, 2011, at or near 1016 W. Elder Avenue, McHenry, Illinois.

I agree to pay BAUDIN & BAUDIN as compensation for services (1) a non-refundable retainer fee of \$3,333.33; AND (2) a sum of money equal to one-third (1/3) of the gross amount realized from this claim by settlement prior to trial of this matter, OR, if this matter proceeds to trial, which is defined as any time after the final pre-trial conference with the Court has concluded, I agree to pay BAUDIN & BAUDIN as compensation for its services a sum of money equal to forty percent (40%) of the gross amount realized from such action. Should this matter conclude by way of settlement, negotiations, trial, arbitration or judgment in my favor, BAUDIN & BAUDIN agrees to reduce its percentage fee by an amount of \$3,333.33 as an offset for the non-refundable retainer fee; however, in no event will the \$3,333.33 be refunded to me once this agreement has been executed.

I realize, understand and agree that all expenses and costs related to my claim, such as medical expenses for my/our care and treatment and related costs such as costs for obtaining medical records and bills, as well as court costs, including filing fees, costs of depositions, costs of experts, etc. are my obligation and responsibility and shall be paid as those bills become due from time to time.

It is further agreed and understood that there will be no further charges for legal services over and above the \$3,333.33 non-refundable retainer fee by BAUDIN & BAUDIN (with the exception of the aforesaid expenses and costs referred to in paragraph 3) unless recovery is made in this claim, and that no settlement will be made without the consent of the claimant(s).

I hereby authorize and direct that BAUDIN & BAUDIN is authorized to endorse and deposit any proceeds received in regard to the aforesaid claim herein, and to disburse those funds for purposes of client payments, resolution of liens, reimbursement of costs advanced, and attorney's fees.

This cause was not solicited either directly or indirectly from me/us by anyone. This agreement is being executed with duplicate originals.

Signed this 22 day of September, 2015, and copy received by claimant(s) or claimant(s)'s representative.

Claimant

Paul Dulberg  
Claimant

BAUDIN & BAUDIN

2100 N. Huntington Drive, Suite C  
Algonquin, IL 60102

847.658.5295 FAX: 847.658.5015

Revised 9/2015

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

PAUL R. DULBERG, ) No. 14 B 83578  
 ) Rockford, Illinois  
 ) 9:30 a.m.  
Debtor.) October 31, 2016

TRANSCRIPT OF PROCEEDINGS BEFORE THE  
HONORABLE THOMAS M. LYNCH

APPEARANCES:

U.S. Trustee: Mr. Joesph D. Olsen.



1 THE CLERK: Paul Dulberg, 14 83578.

2 MR. OLSEN: Good morning, Your Honor.

3 Joseph Olsen, trustee.

4 This comes before the Court on two  
5 motions. One is to authorize the engagement of  
6 special counsel to pursue a personal injury  
7 litigation, I think it's in Lake County, involving a  
8 chainsaw accident of some sort.

9 And then, presumably, if the Court  
10 grants that, the second one is to authorize the  
11 estate to enter into -- I'm not sure what you call  
12 it, but binding mediation. But there's a floor of  
13 \$50,000, and there's a ceiling of \$300,000.

14 And I guess I've talked with his  
15 attorney. He seems very enthusiastic about it.  
16 There may be some issues about the debtor being a  
17 good witness or not, I guess.

18 It had to do with a neighbor who asked  
19 him to help him out with a chainsaw, and then I guess  
20 the neighbor kind of cut off his arm, or almost cut  
21 off his arm right after that. There's some  
22 bitterness involved, understandably, I guess.

23 But I don't do personal injury work at  
24 all, so I'm not sure how that all flows through to a  
25 jury, but he didn't seem to want to go through a jury

1 process. He liked this process, so...

2 THE COURT: Very well.

3 Mr. Olsen, first of all, with regard  
4 to the application to employ the Baudin law firm, it  
5 certainly appears to be in order and supported by  
6 affidavit.

7 Their proposed fees are more  
8 consistent with at least what generally is the market  
9 than some of the fees you and I have seen in some  
10 other matters.

11 One question for you: Have you seen  
12 the actual engagement agreement?

13 MR. OLSEN: I thought it was attached  
14 to my motion.

15 THE COURT: Okay.

16 MR. OLSEN: If it's not, it should  
17 have been.

18 It's kind of an interesting --  
19 actually, this is kind of a unique one. The debtor  
20 actually paid them money in advance, and then he's  
21 going to get a credit if they actually win, which I  
22 guess enures, now, to my benefit, but that's okay.

23 And there's a proviso for one-third,  
24 except if we go to trial, then it's 40 percent. So  
25 these are getting more creative by the PI bar as we

1 plod along here, I guess, but...

2 THE COURT: It's a bar that's  
3 generally pretty creative.

4 And my apologies. I saw the  
5 affidavit, but you did have the agreement attached,  
6 and one was in front of the other.

7 And the agreement is just as you  
8 describe it. It appears to be reasonable, and so  
9 I'll approve the application.

10 Tell me about this binding mediation.  
11 It's almost an oxymoron, isn't it?

12 MR. OLSEN: Well, I guess the  
13 mediators don't know there's a floor and a ceiling.  
14 I'm not sure where that comes from, but that's --  
15 yeah.

16 And whatever number they come back at  
17 is the number we're able to settle at, except if it's  
18 a not guilty or a zero recovery, we get 50,000, but  
19 to come back at 3 million, we're capped at 300,000.

20 THE COURT: Interesting.

21 MR. OLSEN: A copy of the mediation  
22 agreement should also be attached to that motion.

23 THE COURT: And I do see that. That  
24 appears to be in order. It's one of those you wish  
25 them luck.

1 MR. OLSEN: I don't want to  
2 micromanage his case.

3 THE COURT: But that, too, sounds  
4 reasonable. There's been no objection?

5 MR. OLSEN: Correct.

6 THE COURT: Very well. I will approve  
7 -- authorize, if you will, for you to enter into the  
8 binding mediation agreement, see where it takes you.

9 MR. OLSEN: Thanks, Your Honor.

10 (End of audio to be transcribed.)

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1 CERTIFICATE  
2  
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5 I, JERRI ESTELLE, CSR, do hereby  
6 certify that the foregoing is a true and accurate  
7 transcription of proceedings electronically recorded  
8 in the matter of PAUL R. DULBERG, 14 B 83578 on  
9 October 31, 2016, which was submitted to D&E  
10 Reporting for transcription; it contains all the  
11 content in said recording; and it has been  
12 transcribed to the best of my ability.

13  
14 Jerri Estelle, CSR /S/  
15 License Number: 084-003284

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**Binding Mediation Agreement  
ADR Systems File # 33391BMAG**

**Revised for Special Billing**

**I. Parties**

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshan Reddington

**SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

**II. Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016  
Time: 1:30 P.M.  
Location: ADR Systems of America, LLC  
20 North Clark Street  
Floor 29  
Chicago, IL 60602  
Contact: Alex Goodrich  
312-960-2267

**III. Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

**A. Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.



**B. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

**C. Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

**D. Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical appliances (for example, prostheses);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

- FILED DATE: 11/17/2023 3:45 PM 2022L010905  
FILED DATE: 12/8/2022 3:50 PM 2022L010905
- a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and
  - b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.
3. The Parties agree If a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.
4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016**.
5. The Items are considered delivered as of the date that one of the following events occur:
- a. If mailed, by the date of the postmark;
  - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
  - c. The date transmitted by facsimile or email.
6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:
- If emailing Submissions, please send to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.
- The Honorable James P. Etchingham, (Ret.) (Mediator)  
C/O ADR SYSTEMS  
20 North Clark Street  
Floor 29  
Chicago, IL 60602
- Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)  
BAUDIN LAW GROUP  
304 McHenry Avenue  
Crystal Lake, IL 60039



Shoshan Reddington, Esq. (Defense Attorney)  
LAW OFFICES OF STEVEN LIHOSIT  
200 N. La Salle Street  
Suite 2550  
Chicago, IL 60601

**E. Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
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3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

**F. Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
  - a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
  - b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

The Parties agree that for this Mediation the minimum award to Paul Dulberg will be \$50,000.00. Also, the maximum award to Paul Dulberg will be \$300,000.00. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

**IV. Effect of this Agreement**

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.



B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. **Mediation Costs**

A. **ADR Systems Fee Schedule**

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. The required deposit amount is \$2,590.00 from Party B and is due by November 21, 2016. Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. ADR Systems must be notified of special fee arrangements.
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires 14-day notice in writing or via electronic transmission of cancellation or continuance. For Binding-Mediations cancelled or continued within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred ("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	\$390.00 (Non-refundable)
Mediator's Review Time	\$450.00 per hour
Session Time	\$450.00 per hour
Mediator's Decision Writing Time	\$450.00 per hour
Mediator's Travel Time (if any)	\$75.00 per hour

B. **Responsibility for Payment**

**\*\*Special Billing**

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.



- FILED DATE: 12/17/2013 3:45 PM 20222L010905
- 3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
  - 4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
  - 5. **Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

**VI. Acknowledgment of Agreement**

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: \_\_\_\_\_  
Paul Dulberg / Plaintiff Date \_\_\_\_\_

By: \_\_\_\_\_  
Kelly N. Baudin / Attorney for the Plaintiff Date \_\_\_\_\_

By: \_\_\_\_\_  
Randall Baudin, II / Attorney for the Plaintiff Date \_\_\_\_\_

By: \_\_\_\_\_  
Shoshan Reddington / Attorney for the Defendant Date \_\_\_\_\_

ADR Systems File # 33391BMAG  
ADR Systems Tax I.D. # 36-3977108  
Date of Hearing: Thursday, December 8, 2016



## UNITED STATES BANKRUPTCY COURT

## NORTHERN DISTRICT OF ILLINOIS

Western Division

In Re: ) BK No.: 14-83578  
PAUL DULBERG )  
 )  
 ) Chapter: 7  
 ) Honorable Thomas M. Lynch  
 )  
Debtor(s) )

**ORDER TO EMPLOY SPECIAL COUNSEL**

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion to employ the law office of Baudin Law Group, Ltd. as attorneys for the estate, the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises:

IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to employ the Baudin Law Group, Ltd. to represent the estate in regards to the Debtor's personal injury claim, more fully described in the Trustee's Motion, and that the Trustee is allowed to adopt the contingency contract between Debtor, Paul Dulberg and Baudin Law Group, Ltd. as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:



Honorable Thomas M. Lynch  
United States Bankruptcy Judge

Dated: October 31, 2016

**Prepared by:**

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104  
815-965-8635 (phone)  
815-965-4573 (fax)

EXHIBIT

7

## UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF ILLINOIS

Western Division

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
Debtor(s)	)	

**ORDER**

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion for Authority to Enter into a "Binding Mediation Agreement", the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises:

IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to enter into a "Binding Mediation Agreement" as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:

Honorable Thomas M. Lynch  
United States Bankruptcy Judge

Dated: October 31, 2016

**Prepared by:**

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104  
815-965-8635 (phone)  
815-965-4573 (fax)

EXHIBIT

From: Joe Olsen [jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)  
Subject: Fwd: Re: Paul Dulberg 14-83578 & 12LA178  
Date: December 2, 2019 at 2:05 PM  
To: julia.williams@clintonlaw.net

Joseph D. Olsen - Yalden, Olsen & Willette  
838 North Main Street, Rockford, IL 61103-6906  
(815) 965-8635 | Fax (815) 965-4573 | [jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)

We have moved! Our new address is noted above. Our phone, fax, and email addresses will remain the same.  
Thank you.

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

From: Joe Olsen <[jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)>  
To: Randy Baudin II <[randybaudin2@gmail.com](mailto:randybaudin2@gmail.com)>  
Cc: jolsenlaw <[jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)>  
Date: December 13, 2016 at 2:33 PM  
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Randy-

Just a follow up to our conf. this afternoon, where you advised the results of the binding mediation;

First off, thank you.

Difficult having a Ch. 7 Trustee hovering around your file. I appreciate your professionalism and cooperation;

Secondly, Re medical liens, I reviewed what I had. I came across 1 lien claim, that from U.S. Physical Therapy, Inc., it looks pretty defective. Did you or one of the prior attys. on file ever get notice from them? From any other lien claimant? If you have any such information, could you send me a complete copy of whatever it is you have?

Third, Re your compensation (most important), do we have to worry about any of the debtor's previous atty's possible claim for lien?

If so, can you give me whatever you have re same? The quickest way to get you paid, is if you can provide me w/ the equivalent of a settlement statement which would show how much is owed under the contingent fee contract, plus any costs/expenses claimed by you.

If there is any other claim by any other party to the settlement proceeds, please let me know;

As soon as I get the "settlement statement" I'll file w/ court to get it approved. It's a 21 day notice.

Can you let me know when you expect to receive the settlement funds? Again, you must turn over the gross proceeds to me.

Thanks again.

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104  
(815)965-8635  
Fax (815)965-4573

On October 31, 2016 at 10:50 AM Randy Baudin II <[randybaudin2@gmail.com](mailto:randybaudin2@gmail.com)> wrote:

You can good ahead sign it. Thank you so much.

EXHIBIT

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On Mon, Oct 31, 2016 at 10:41 AM, <[jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)> wrote:

Randy-

The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement";

Do you want the debtor to /s/ the form, or me as trustee?

Let me know, thanks.

---

**From:** "Randy Baudin II" <[randybaudin2@gmail.com](mailto:randybaudin2@gmail.com)>

**To:** "jolsenlaw" <[jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)>

**Sent:** Monday, September 26, 2016 2:09:00 PM

**Subject:** Re: Paul Dulberg 14-83578 & 12LA178

Any luck on appointing us as attorneys on this case yet?

Thanks,

Randy

On Fri, Sep 16, 2016 at 11:24 AM, <[jolsenlaw@comcast.net](mailto:jolsenlaw@comcast.net)> wrote:

Randy-

Nice talking w/ you today, below is contact info.

Thanks.

Joseph D. Olsen  
Yalden, Olsen & Willette  
1318 East State Street  
Rockford, IL 61104  
(815)965-8635  
Fax (815)965-4573



[W. Randal Baudin II's LinkedIn Profile](#)

Cell 815.814.2193



## Binding Mediation Award

Paul Dulberg )  
 )  
 )  
 )  
 )  
 V. ) ADR Systems File # 33391BMAG  
 )  
 )  
 )  
 David Gagnon )

On December 8, 2016, the matter was called for binding mediation before the Honorable James P. Etchingham, (Ret.), in Chicago, IL. According to the agreement entered into by the parties, if a voluntary settlement through negotiation could not be reached the mediator would render a settlement award which would be binding to the parties. Pursuant to that agreement the mediator finds as follows:

Finding in favor of: Paul Dulberg

Gross Award: \$ 660,000.

Comparative fault: 15 % (if applicable)

Net Award: \$ 561,000

Comments/Explanation	<u>Medical</u>	<u>\$ 60,000.</u>
	<u>future medical</u>	<u>\$ 200,000.</u>
	<u>Lost wage</u>	<u>\$ 250,000.</u>
	<u>P+S</u>	<u>75,000.</u>
	<u>LNL</u>	<u>75,000.</u>

The Honorable James P. Etchingham, (Ret.)

EXHIBIT  
**10**



**Binding Mediation Agreement  
ADR Systems File # 33391BMAG**

**I. Parties**

- A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
- B. David Gagnon, by attorney, Shoshan Reddington

**II. Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016  
Time: 1:30 P.M.  
Location: ADR Systems of America, LLC  
20 North Clark Street  
Floor 29  
Chicago, IL 60602  
Contact: Alex Goodrich  
312-960-2267

**III. Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

**A. Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

**B. Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

**C. Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

**D. Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
  - a. Medical records and medical bills for medical services;
  - b. Bills for drugs and medical appliances (for example, prostheses);
  - c. Property repair bills or estimates;
  - d. Reports of lost time from employment, and / or lost compensation or wages;
  - e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
  - f. Photographs;
  - g. Police reports;
  - h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
  - i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.
  - a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and



- b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.
3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**
4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016**.
5. The items are considered delivered as of the date that one of the following events occur:
  - a. If mailed, by the date of the postmark;
  - b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
  - c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

If emailing Submissions, please send to [submissions@adrsystems.com](mailto:submissions@adrsystems.com), however, please do not send anything over 50 pages, including exhibits.

The Honorable James P. Etchingham, (Ret.) (Mediator)  
C/O ADR SYSTEMS  
20 North Clark Street  
Floor 29  
Chicago, IL 60602

Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)  
BAUDIN LAW GROUP  
304 McHenry Avenue  
Crystal Lake, IL 60039

Shoshan Reddington, Esq. (Defense Attorney)  
LAW OFFICES OF STEVEN LIHOSIT  
200 N. La Salle Street  
Suite 2550  
Chicago, IL 60601



**E. Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

**F. Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").
  - a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.
  - b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **\$50,000.00**. Also, the maximum award to Paul Dulberg will be **\$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Dulberg shall be liable to pay to Paul Dulberg.

**IV. Effect of this Agreement**

- A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.



- B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

## V. Mediation Costs

### A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is \$1,295.00 per Party and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred ("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	\$195.00 per Party (Non-refundable)
Mediator's Review Time	\$450.00 per hour, split equally between Parties
Session Time	\$450.00 per hour, split equally between Parties
Mediator's Decision Writing Time	\$450.00 per hour, split equally between Parties
Mediator's Travel Time (if any)	\$75.00 per hour, split equally between Parties

### B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs,



3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. **\*\*Defendant agrees to pay up to \$3,500.00 of Plaintiff's Binding Mediation Costs.**

#### VI. Acknowledgment of Agreement

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

4 By: Paul Dulberg

Paul Dulberg / Plaintiff

Date

4 By: Kelly N. Baudin

Kelly N. Baudin / Attorney for the Plaintiff

12/8/14

Date

4 By: Randall Baudin, II

Randall Baudin, II / Attorney for the Plaintiff

12/8/14

Date

4 By: Shoshan Reddington

Shoshan Reddington / Attorney for the Defendant

12/8/14

Date

Walter Norman

ADR Systems File # 33391BMAG  
ADR Systems Tax I.D. # 36-3977108  
Date of Hearing: Thursday, December 8, 2016

# **EXHIBIT B**

FILED  
2/24/2023 1:23 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2022L010905  
Calendar, U  
21615792

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

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

**DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S  
SECTION 2-615 MOTION TO DISMISS**

Defendant ADR Systems of America, L.L.C., ("ADR"), pursuant to Section 2-615 of the Illinois Code of Civil Procedure (735 ILCS 5/2-615) respectfully moves the Court to dismiss Plaintiffs' Complaint with prejudice for failure to state a cause of action as to ADR. In support of its Motion, ADR states as follows:

1. Plaintiffs Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, “Dulberg”) have brought a 107 paragraph, 34-page rambling Complaint. (See Complaint, attached hereto as **Exhibit A.**) Among Dulberg’s various claims is “**Count 4**”, which attempts to allege a claim against ADR for breach of contract. Dulberg’s claim against ADR comes nowhere close to stating a valid cause of action and should be dismissed with prejudice.

### **STANDARD OF REVIEW**

2. A Section 2-615 motion tests whether the complaint contains sufficient facts “which, if proved, would entitle the plaintiff to relief.” *Evers v. Edward Hosp. Ass’n*, 247 Ill. App. 3d 717, 724 (2d Dist. 1993). “Illinois is a fact-pleading state, and conclusions of law and conclusory factual allegations unsupported by specific facts are not deemed admitted.” *Alpha Sch. Bus Co., Inc. v. Wagner*, 391 Ill. App. 3d 722, 735 (1st Dist. 2009).

3. Courts may take judicial notice of public documents and records in ruling on motions to dismiss pursuant to Section 2-615 and Section 2-619. *Kopnick v. JL Woode Mgmt. Co., LLC*, 2017 IL App (1st) 152054, ¶ 26.

### **ARGUMENT**

4. ADR, based in Chicago, provides alternative dispute resolution services, which include arbitrations and mediations.

5. The gist of Dulberg’s Complaint arises from his personal bankruptcy filed in the United States Bankruptcy Court for the Northern District of Illinois (Case No. 14-83578). It appears that Dulberg is unhappy that Defendant Joseph Olsen (the “Trustee”), who served as the bankruptcy trustee overseeing Dulberg’s personal bankruptcy (Case No. 14-83578), agreed to the recommendation of the Bankruptcy Court-approved special counsel, the Baudin Law Group, to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance

concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*) (“Dulberg’s Injury Claim”). (See Complaint, Ex. 7).

6. In an October 31, 2016 hearing, the Bankruptcy Court approved (i) the proposal to hold a binding mediation of Dulberg’s Injury Claim, (ii) that this mediation would be subject to a \$50,000-\$300,000 (reflecting the applicable insurance policy limit) high/low agreement, and (iii) that the mediator who would preside over the binding mediation would *not* be made aware of that high/low agreement. (Complaint, Ex. 6A (October 31, 2016 Transcript of Proceedings) at 2-5).

7. The Bankruptcy Court approved the submission of the claim to binding mediation before ADR. ADR played no role in the bankruptcy proceedings. ((Complaint, Ex. 8 (“Joseph D. Olsen, Trustee herein, is authorized to enter into a ‘Binding Mediation Agreement’ as described in the Trustee’s Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.”).)

8. On December 8, 2016, the parties, *including Dulberg*, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.). (Complaint, ¶ 57).

9. Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement (Complaint, Ex. 11). That agreement reflects the “high/low” agreement that the Bankruptcy Court approved.<sup>1</sup>

10. On December 12, 2016, Judge Etchingham rendered an award in Dulberg’s favor of \$561,000. The issuance of the award terminated ADR’s involvement in the proceeding. (Complaint, ¶ 64 and Ex. 10 thereto).

---

<sup>1</sup> According to the Complaint, Dulberg’s attorneys “*may* have forged Dulberg’s signature of the Binding Mediation Agreement.” (Complaint, ¶ 72 (p).) This equivocating allegation is noteworthy because Dulberg admits he *attended* the binding mediation. In any event, the Complaint is clear that the binding mediation occurred at ADR and ADR performed the services required of under the Binding Mediation Agreement.

11. In or about April 2017, the Trustee sought approval for the distribution of assets from the proceeds received as a result of the binding mediation to various attorneys and creditors. The Trustee's request also included a distribution to Dulberg of more than \$117,000. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his \$117,000 without objection to the Bankruptcy Court. *See Chapter 7 Trustee's Final Account*", of which the Court may take judicial notice, attached hereto as **Exhibit B**.

12. Now, six years later, Dulberg complains that his lawyers forced him into binding mediation against his will.

13. Without commenting on the validity of the claims against the other parties, Dulberg's claim against ADR is unfounded in fact or law.

14. Dulberg admits that "there was a valid and enforceable contract" between Dulberg, Allstate and ADR. (Complaint, ¶ 94).

15. Apparently, there was an unsigned and undated draft of a Binding Mediation Agreement that the Trustee submitted to the Bankruptcy Court as part of his motion seeking approval to submit the matter to binding mediation. (Complaint, ¶ 95.) Dulberg does not allege that this draft constituted a "valid and enforceable contract."

16. According to Dulberg, "Major terms within the two agreements were changed." (Complaint, ¶ 96.) Dulberg offers no explanation as to the alleged relevance of the cited terms. (See, e.g., notifications, "Language under Parties B; "who is liable to plaintiff"; ADR's fee schedule, ADR's "Fee Schedule boxed information"; "page 6 section v number 5").

17. Dulberg then alleges that ADR breached the Binding Mediation Agreement by not following the terms regarding amending the contract. However, Dulberg, by his own allegations,

admits that the only enforceable contract to which ADR was a party is the one the parties signed. (Complaint, Ex. 11).

18. Dulberg then asserts in perplexing fashion that “Plaintiff suffered pecuniary injury in an amount in excess of \$261,000 because the contract under the changed terms should not be allowed to regulate the procedure.” (Complaint, ¶ 100).

19. Beyond the fact that Count 4 makes little sense, Count 4 fails as to ADR because a valid breach of contract claim must identify the specific contractual provision at issue and the conduct constituting a breach thereof. *See Babbitt Municipalities, Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 15 (affirming dismissal of breach of contract claim).

20. Plaintiff’s Complaint admits (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint; (ii) a binding mediation dispute was presented to ADR for resolution; (iii) Dulberg attended the binding mediation; and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which the parties accepted.

21. ADR was not a party to the draft agreement that the Trustee attached to his motion, and the Complaint lacks any allegation that ADR engaged in any material breach of the executed Binding Mediation Agreement.

22. Dulberg’s attempt, six years later, to hold ADR liable for anything relating to this matter should be rejected. Count 4 should be dismissed for failure to state a valid cause of action.

23. As no basis exists by which Dulberg can remedy the defects in Count 4, the dismissal of the Complaint as to ADR should be *with prejudice*.

WHEREFORE, Defendant ADR SYSTEMS OF AMERICA, L.L.C. respectfully prays that this Court enter an order dismissing Plaintiffs’ Complaint against ADR with prejudice.

Respectfully submitted:

**ADR SYSTEMS OF AMERICA, L.L.C.**

By: /s/ Robert A. Chapman  
One of Its Attorneys

Robert A. Chapman  
**CHAPMAN SPINGOLA, LLP**  
190 South LaSalle Street, Suite 3850  
Chicago, Illinois 60603  
(312) 606-8752  
[rchapman@chapmanspingola.com](mailto:rchapman@chapmanspingola.com)  
[wdickmann@chapmanspingola.com](mailto:wdickmann@chapmanspingola.com)  
Firm I.D. No. 29411

## **VERIFICATION**

I, Robert A. Chapman, pursuant to section 1-109 of the Illinois Code of Civil Procedure, state that the statements set forth in the above motion are true and correct to the best of my knowledge.

By: /s/ Robert A. Chapman

**CERTIFICATE OF FILING AND SERVICE**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on February 24, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

Alphonse A. Talarico Law Offices of Alphonse Talarico 707 Skokie Blvd., Suite 600 Northbrook, IL 60084 <i>contact@lawofficeofalphonsetalarico.com</i>	George J. Manos Jason W. Jochum <b>LEWIS BRISBOIS BISGAARD &amp; SMITH, LLP</b> 550 W. Adams Street, Suite 300 Chicago, Illinois 60661 George.Manos@lewisbrisbois.com Jason.Jochum@lewisbrisbois.com
Jeremy N. Boeder <b>TRIBLER ORPETT &amp; MEYER, P.C.</b> 225 W. Washington Street, Suite 2550 Chicago, Illinois 60606 (312) 201-6400 <i>docket@tribler.com</i>	

/s/ Robert A. Chapman

# **EXHIBIT C**

**chapman | spingola**  
ATTORNEYS AT LAW

Robert A. Chapman  
Phone | (312) 606-8752  
E-mail | [rchapman@chapmanspingola.com](mailto:rchapman@chapmanspingola.com)

January 31, 2023

**VIA PDF/EMAIL**

Alphonse A. Talarico, Esq.  
**LAW OFFICES OF ALPHONSE TALARICO**  
120 West 22nd Street, Suite 100  
Oak Brook, Illinois 60523  
[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)

Re: Dulberg, et al v. ADR Systems of America, et al. Case No. 2022 L 010905

Dear Alphonse:

As you know, we are counsel for ADR Systems of America, LLC (“ADR”).

We write pursuant to Illinois Supreme Court Rule 137 to put you on notice that if the Complaint that you filed on behalf of Paul Dulberg and the Paul Dulberg Revocable Trust (collectively, “Dulberg”) is not withdrawn as to ADR, ADR will seek sanctions from the Court equal to the attorneys’ fees and any other costs it expends in responding to the meritless claim against ADR.

While the Complaint you filed is incomprehensible in large part, it appears that the foundation of Dulberg’s claim is that he is unhappy that Joseph Olsen, the bankruptcy trustee overseeing his bankruptcy (Case No. 14-83578), agreed to the recommendation of the Bankruptcy Court-approved special counsel (the Baudin Law Group) to participate in a binding mediation held at ADR in December 2016 with Allstate Insurance concerning a personal injury claim the trustee controlled (*Dulberg v. Gagnon*).

Our review of the bankruptcy court file indicates that the Bankruptcy Court approved the submission of the claim to binding mediation before ADR, and Dulberg received notice of the trustee’s request for approval and failed to object. ADR played no role in the bankruptcy proceedings. The pleadings and transcript of proceedings further indicate that the Bankruptcy Court and the parties (including Dulberg) (i) received notice of the proposed binding mediation and (ii) were made aware that the mediation would be subject to a \$50,000-\$300,000 (policy limit) high/low agreement.

On December 8, 2016, the parties, including Dulberg, participated in the binding mediation at ADR before the Honorable James Etchingham (ret.).

Prior to that binding mediation, the attorneys for the parties and Dulberg executed a Binding Mediation Agreement (Complaint, Exhibit 11). That agreement reflects the “high/low” agreement that the Bankruptcy Court approved.

On or about December 12, 2016, Judge Etchingham rendered an award in Dulberg’s favor of \$561,000. The issuance of the award terminated ADR’s involvement in the proceeding.

In or about April 2017, the trustee sought approval for the distribution of assets from the award to various attorneys and creditors. The trustee's request also included a distribution to Dulberg of more than \$117,000. Dulberg received notice of the request and made no objection on the record. The Bankruptcy Court approved the distribution, and it appears Dulberg accepted his \$117,000 without objection to the Bankruptcy Court. Now, six years later, Dulberg complains that his lawyers forced him into the binding mediation against his will.<sup>1</sup>

Without commenting on the validity of the claims against the other parties, Dulberg's claim against ADR is not well-grounded in fact nor warranted by existing law. It appears you are asserting that ADR engaged in a breach of the Binding Mediation Agreement because the signed Binding Mediation Agreement has some minor differences from the unsigned agreement that was attached to the trustee's motion before the Bankruptcy Court. Needless to say, it is undisputed that (i) a binding mediation dispute was presented to ADR for resolution; (ii) Judge Etchingham rendered an award, which the parties accepted, based on the evidence presented; (iii) the binding mediation high/low agreement was enforced; and (iv) Dulberg received more than \$117,000 from that award in 2017 without objection. ADR did not engage in any material breach of the executed Binding Mediation Agreement, and your attempt to hold ADR liable for anything relating to this matter is beyond frivolous.

Under these overwhelming circumstances, you have an affirmative duty to voluntarily dismiss the Complaint against ADR immediately. *See Baker v. Daniel S. Berger, Ltd.*, 323 Ill. App. 3d 956, 964 (1st Dist. 2001) (reversing denial of motion for Rule 137 sanctions where attorney did not dismiss factually and legally unsupported and frivolous claim).

We request that you and Dulberg withdraw the Complaint against ADR now. Otherwise, you and Dulberg are on notice that ADR intends to seek reimbursement from you and your client for ADR's fees and costs in defending against this claim under Supreme Court Rule 137.

Very truly yours,

*Robert A. Chapman* (electronic signature)

Robert A. Chapman

---

<sup>1</sup> Following the December 2016 mediation, ADR had no contact with Dulberg until you contacted ADR in or about October 2022 when you requested a copy of the Binding Mediation Agreement (which ADR provided).

# **EXHIBIT D**

FILED  
4/25/2023 3:51 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2022L010905  
Calendar, U  
22445446

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

PAUL R. DULBERG, INDIVIDUALLY )  
AND THE PAUL R. DULBERG )  
REVOCABLE TRUST )  
Plaintiffs, ) CASE NO 2022L010905  
vs. )  
KELLY N. BAUDIN *A/K/A* BAUDIN & )  
BAUDIN, BAUDIN & BAUDIN AN )  
ASSOCIATION OF ATTORNEYS, LAW )  
OFFICES OF BAUDIN & BAUDIN, )  
BAUDIN & BAUDIN LAW OFFICES, )  
WILLIAM RANDAL BAUDIN II *A/K/A* )  
BAUDIN & BAUDIN, BAUDIN & )  
BAUDIN AN ASSOCIATION OF )  
ATTORNEYS, LAW OFFICES OF )  
BAUDIN & BAUDIN, BAUDIN & )  
BAUDIN LAW OFFICES, KELRAN, INC )  
*AIK/A* THE BAUDIN LAW GROUP, Ltd., )  
JOSEPH DAVID OLSEN, *AIKJA* )  
YALDEN, OLSEN & WILLETT LAW )  
OFFICES, CRAIG A WILLETT, *A/K/A* )  
YALDEN, OLSEN & WILLETT LAW )  
OFFICES, RAPHAEL E YALDEN II, )  
*AIK/A* YALDEN, OLSEN & WILLETT )  
LAW OFFICES, ADR SYSTEMS OF )  
AMERICA, LLC., ASSUMED NAME ADR )  
COMMERCIAL SERVICES, ALLSTATE )  
PROPERTY AND CASUALTY )  
INSURANCE COMPANY )

Defendants

**PLAINTIFFS' RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S  
SECTION 2-615 MOTION TO DISMISS**

NOW COMES the Plaintiffs PAUL R. DULBERG AND THE PAUL R. DULBERG REVOCABLE TRUST by and through their attorney, Alphonse A. Talarico and for their **RESPONSE TO DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S SECTION 2-615 MOTION TO DISMISS** states as follows:

- 1.) Defendant ADR misstates and misinterprets the clear meaning of the allegation contained in Plaintiffs' Complaint At Law and as such Plaintiffs' Count 4 should not be stricken pursuant to 735 ILCS 5/2-615.
- 2.) The ADR contract that the Bankruptcy Court approved was presented to the Court informing the Court that Paul R. Dulberg knew that he was a poor witness, that he did not want to go to trial on this matter and that he wanted to enter into the ADR Binding Mediation Agreement.
- 3.) Nothing could be further from the truth as is clearly stated in Plaintiffs Complaint at Law and incorporated into Plaintiffs Count 4. Paragraph 93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this complaint, as if fully restated herein.
- 4.) Plaintiff complains that the fully enforceable contract was legally so because the terms of the ADR contract empowers agents of the parties to sign, and although Plaintiff states that he did not sign the contract nor participate in the hearing, he states under oath that he sat with his Mother in the waiting room and never attended the hearing in the hearing room assigned.
- 5.) Plaintiff satisfied the requirements necessary to avoid dismissal pursuant to 735 ILCS 5/2-615 by alleging with specificity :

**COUNT 4**

**BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA,  
LLC., ASSUMED NAME ADR COMMERCIAL SERVICES**

93. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 89, inclusive, of this Complaint, as if fully restated herein.

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen (Please see Group Exhibit 6B attached)

96. Major terms within the two agreements were changed including but not limited to:

- a. Notifications under the title on page one;
- b. Language under Parties B;
- c. page 4 F1.b. regarding who is liable to Plaintiff;
- d. page 5 V.A.1. ADR Systems Fee Schedule;
- e. page 5 V ADR Systems Fee Schedule boxed information;
- f. page 6 section v number 5.

97. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

98. Plaintiff did all that was required of him under the terms of the contract.

99. Defendant breached the contract by not following the terms regarding amending the contract.

100. Plaintiff suffered pecuniary injury in an amount in excess of \$261,000.00 because

the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST that this Honorable Court Deny The OLSEN DEFENDANTS 735 ILCS 5/2-61 Motion in its entirety or either to permit or require pleading over or amending pursuant to 735 ILCS 5/2-615(d).

Dated: April 25, 2023,

Respectfully submitted,

By: /s/ Alphonse A. Talarico  
ARDC 6184530  
CC 53293  
707 Skokie Boulevard suite 600  
Northbrook, Illinois 60062  
(312) 808-1410  
contact@lawofficeofalphonsetalarico.com

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

# **EXHIBIT E**

FILED  
5/9/2023 12:30 PM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2022L010905  
Calendar, U  
22640537

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

PAUL DULBERG and THE PAUL DULBERG )  
REVOCABLE TRUST, )  
Plaintiffs, ) Case No. 2022 L 010905  
v. )  
KELLY N. BAUDIN a/k/a Baudin & Baudin, )  
Baudin & Baudin, an Association of Attorneys, )  
Law Offices of Baudin & Baudin, Baudin & )  
Baudin Law Offices; 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. )

**DEFENDANT ADR SYSTEMS OF AMERICA, LLC'S  
REPLY IN SUPPORT OF ITS SECTION 2-615 MOTION TO DISMISS**

Defendant ADR Systems of America, L.L.C. ("ADR"), for its Reply in support of its Section 2-615 Motion to Dismiss, makes the following brief comments concerning Plaintiffs' Response:

1. In their Response, Plaintiffs first assert without explanation that "ADR misstates and misinterprets the clear meaning of the allegations contained in Plaintiffs' Complaint," then offer three paragraphs summarizing their breach of contract claim, and close by repeating verbatim "Count 4" of their Complaint. Simply stated, Plaintiffs fail to offer any legal or factual basis why

the Court should not grant ADR's Motion and dismiss Count 4 with prejudice for failure to state a claim.

2. In Paragraphs 2 and 3 of the Response, Plaintiffs claim, in substance, that the Trustee<sup>1</sup> who controlled Dulberg's Injury Claim was not truthful when he informed the Bankruptcy Court that Dulberg was a poor witness, that Dulberg did not want to go to trial on his Injury Claim, and that Dulberg wanted to enter into the ADR Binding Mediation Agreement. Whether the Trustee was truthful with the Bankruptcy Court, which approved the Trustee's entering into a Binding Mediation Agreement with ADR, is irrelevant to the issue of whether ADR breached that Binding Mediation Agreement (which the Trustee's special counsel signed).

3. Likewise, whether the signature on the Binding Mediation Agreement is actually Dulberg's or whether Dulberg sat in ADR's waiting room during the mediation (*see* Response, Paragraph 4) are of no moment. Judge Etchingham (ret.) heard the evidence and entered an award of \$561,000 in Dulberg's favor. The parties' application of the \$50,000-\$300,000 high/low agreement to that award was consistent with the Binding Mediation Agreement and the Bankruptcy Court's order.

4. In sum, the Complaint admits (i) the enforceable contract to which ADR is a party is the Binding Mediation Agreement embodied in Exhibit 11 to the Complaint (Complaint ¶ 94), (ii) a binding mediation dispute was presented to ADR for resolution, (iii) Dulberg was present at ADR when the binding mediation occurred, and (iv) Judge Etchingham rendered an award consistent with the terms of the Binding Mediation Agreement, which award the parties accepted.

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<sup>1</sup> Defined terms set forth in this Reply have the same meaning as the defined terms in ADR's motion.

5. Plaintiffs' Response confirms the obvious – the Complaint lacks any legitimate allegation to support a claim that ADR materially breached the Binding Mediation Agreement, and Count 4 should, therefore, be dismissed for failure to state a valid cause of action.

6. ADR emphasizes that the dismissal of the Complaint as to ADR should be **with prejudice** because no basis exists by which Dulberg can remedy the defects in Count 4.

Respectfully submitted,

**ADR SYSTEMS OF AMERICA, L.L.C.**

By: /s/ Robert A. Chapman

One of Its Attorneys

Robert A. Chapman  
**CHAPMAN SPINGOLA, LLP**  
190 South LaSalle Street, Suite 3850  
Chicago, Illinois 60603  
(312) 606-8752  
[rchapman@chapmanspingola.com](mailto:rchapman@chapmanspingola.com)  
[wdickmann@chapmanspingola.com](mailto:wdickmann@chapmanspingola.com)  
Firm I.D. No. 29411

*Counsel for Defendant ADR Systems of America, L.L.C.*

**CERTIFICATE OF FILING AND SERVICE**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on May 9, 2023, I caused the foregoing (i) to be filed electronically using the Odyssey eFileIL system and (ii) to be served on counsel of record through the Odyssey eFileIL system, if registered, and by PDF/email at the following addresses:

Alphonse A. Talarico  
**LAW OFFICES OF ALPHONSE TALARICO**  
707 Skokie Blvd., Suite 600  
Northbrook, Illinois 60084  
contact@lawofficeofalphonsetalarico.com

*Attorney for Plaintiffs*

George J. Manos  
Jason W. Jochum  
**LEWIS BRISBOIS BISGAARD & SMITH, LLP**  
550 W. Adams Street, Suite 300  
Chicago, Illinois 60661  
George.Manos@lewisbrisbois.com  
Jason.Jochum@lewisbrisbois.com

*Attorneys for Defendants Joseph David Olsen,  
Craig A. Willette, and Raphael E. Yalden II*

Christine V. Anto  
**AMUNDSEN DAVIS, LLC**  
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Chicago, Illinois 60601  
canto@amundsendavislaw.com

*Attorney for Defendant Allstate Property  
and Casualty*

Jeremy N. Boeder  
Michael Meyer  
**TRIBLER ORPETT & MEYER, P.C.**  
225 W. Washington Street, Suite 2550  
Chicago, Illinois 60606  
docket@tribler.com  
jnboeder@tribler.com  
mjmeyer@tribler.com

*Attorneys for Defendants Kelly N. Baudin,  
William Randal Baudin II, and Kelran Inc.*

/s/ Robert A. Chapman

# **EXHIBIT F**

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

PAUL DULBERG and THE PAUL DULBERG )  
REVOCABLE TRUST, )  
 )  
Plaintiffs, ) Case No. 2022 L 010905  
 )  
v. )  
 )  
KELLY N. BAUDIN a/k/a Baudin & Baudin, )  
Baudin & Baudin, an Association of Attorneys, )  
Law Offices of Baudin & Baudin, Baudin & )  
Baudin Law Offices, et al. )  
 )  
Defendants. )

**ORDER**

This matter coming before the Court for hearing on Defendant ADR Systems of America, L.L.C.'s Section 2-615 Motion to Dismiss, the parties being present, and the Court being duly advised in the premises,

IT IS HEREBY ORDERED:

1. For the reasons stated on the record, Defendant ADR Systems' Motion to Dismiss is granted and Plaintiffs' Complaint is dismissed without prejudice;
2. This matter as to ADR is continued for status to July 31, 2023 at 9:45 a.m.

By: \_\_\_\_\_  
Hon. Michael Otto

Robert A. Chapman  
**CHAPMAN SPINGOLA, LLP**  
190 South LaSalle Street, Suite 3850  
Chicago, Illinois 60603  
(312) 606-8752  
[rchapman@chapmanspingola.com](mailto:rchapman@chapmanspingola.com)  
[wdickmann@chapmanspingola.com](mailto:wdickmann@chapmanspingola.com)  
Firm I.D. No. 29411  
*Counsel for Defendant ADR Systems of America, L.L.C.*

Judge Michael F. Otto  
**MAY 25 2023**  
**Circuit Court – 2065**

# **EXHIBIT G**

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

PAUL DULBERG and THE PAUL DULBERG )  
REVOCABLE TRUST, )  
 )  
 v. Plaintiffs, ) Case No. 2022 L 010905  
 )  
 )  
 KELLY N. BAUDIN a/k/a Baudin & Baudin, )  
 Baudin & Baudin, an Association of Attorneys, )  
 Law Offices of Baudin & Baudin, Baudin & )  
 Baudin Law Offices, et al. )  
 )  
 Defendants. )

**ORDER**

This matter coming before the Court for hearing on Defendant ADR Systems of America, L.L.C.'s Request for Status, due notice having been given, counsel for the Baudin defendants being present, counsel for Plaintiffs not being present,

IT IS HEREBY ORDERED:

1. As Plaintiffs have not filed an Amended Complaint against ADR Systems since the May 25, 2023 Order granting Defendant ADR Systems' Motion to Dismiss without prejudice, the Court dismisses Plaintiffs' claims against ADR Systems of America, L.L.C. with prejudice.
2. This Order is final and appealable.

By: \_\_\_\_\_

Hon. Michael Otto

Robert A. Chapman  
**CHAPMAN SPINGOLA, LLP**  
190 South LaSalle Street, Suite 3850  
Chicago, Illinois 60603  
(312) 606-8752  
rchapman@chapmanspingola.com  
wdickmann@chapmanspingola.com  
Firm I.D. No. 29411

*Counsel for Defendant ADR Systems of America, L.L.C.*

Judge Michael F. Otto  
OCT 3 1 2023  
Circuit Court – 2065

**CERTIFICATE OF FILING AND SERVICE**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Robert A. Chapman, an attorney, hereby certify that on November 17, 2023, I caused the foregoing to be (i) filed electronically using the Odyssey eFileIL system and (ii) to be served on known counsel for Defendants by PDF/email at the following addresses:

Alphonse A. Talarico  
**LAW OFFICES OF ALPHONSE TALARICO**  
707 Skokie Blvd., Suite 600  
Northbrook, IL 60084  
[contact@lawofficeofalphonsetalarico.com](mailto:contact@lawofficeofalphonsetalarico.com)

George J. Manos  
Jason W. Jochum  
**LEWIS BRISBOIS BISGAARD & SMITH, LLP**  
550 W. Adams Street, Suite 300  
Chicago, Illinois 60661  
[George.Manos@lewisbrisbois.com](mailto:George.Manos@lewisbrisbois.com)  
[Jason.Jochum@lewisbrisbois.com](mailto:Jason.Jochum@lewisbrisbois.com)

Christine V. Anto  
Michelle E. Tinajero  
**AMUNDSEN DAVIS, LLC**  
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