

FILED DATE: 4/25/2023 8:44 PM 2022L010905

689.27595 – 35/11

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

FILED
4/25/2023 8:44 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, U
22448854

PAUL R. DULBERG, INDIVIDUALLY AND)	
THE PAUL R. DULBERG REVOCABLE)	
TRUST,)	
)	
Plaintiff,)	Case No.: 2022 L 010905
)	
vs.)	
)	
KELLY N. BAUDIN a/k/a BAUDIN &)	
BAUDIN, et al.)	
)	
Defendants.)	

BAUDIN DEFENDANTS’ SECTION 2-619.1 MOTION TO DISMISS

NOW COME Defendants, KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN, II and KELRAN INC. a/k/a THE BAUDIN LAW GROUP, LTD. a/k/a KELRAN INC. (referred to collectively as the “Baudin Defendants”) by and through their attorneys, Tribler Orpett & Meyer P.C., and, move this Court, pursuant to 5/2-619(a)(5) and (a)(9), 735 ILCS 5/2-615, and 5/2-619.1, to dismiss Plaintiff’s Complaint at Law. In support thereof, the Baudin Defendants state the following:

INTRODUCTION

The Baudin Defendants are two lawyers and a law firm. Plaintiff, Paul R. Dulberg, instituted this action by filing a 107-paragraph Complaint at Law (“Complaint”) arising from the Baudin Defendants’ representation of Plaintiff and then of the trustee of Plaintiff’s Chapter 7 Bankruptcy Estate (the “Bankruptcy Estate”) in an underlying personal injury claim (the “Personal Injury Claim”). (See Complaint, attached hereto as *Exhibit A.*). Through his Complaint, Plaintiff sued the Baudin Defendants for legal malpractice under a breach of

fiduciary duty theory (Count 1) and for legal malpractice under a fraudulent misrepresentation theory (Count 2). Plaintiff also sued multiple others: He sued the bankruptcy trustee for Plaintiff's Chapter 7 Bankruptcy Estate, as well as his law firm and a colleague, for legal malpractice-aiding and abetting a fraud (Count 3). He sued ADR Systems of America for breach of contract in connection with the mediation of the Personal Injury Claim (Count 4). And he sued Allstate Property and Casualty Insurance, which insured one of the individuals against whom Plaintiff directed the Personal Injury Claim, for breach of contract (Count 5).

Plaintiffs' claims against the Baudin Defendants are fatally flawed for multiple reasons. First, Plaintiff cannot prevail on the proximate cause element of his claims. Plaintiff claims that the Baudin Defendants "forced" Plaintiff into mediation at which the Personal Injury Claim was resolved for an amount less than what Plaintiff believes the claim to have been worth, but Plaintiff ignores that the Bankruptcy Estate—not Plaintiff—owned and controlled the Personal Injury Claim, including any decision whether and on what terms to resolve the claim by mediation or otherwise.

Second, Plaintiff's claims are barred by the two-year statute of limitations. Plaintiff complains that the Baudin Defendants caused the Personal Injury Claim to proceed to mediation on terms with which Plaintiff did not agree, but he waited to file suit until six years after the mediation that he attended and until just days short of six years after he acknowledges having learned of the result of the mediation, including the terms of which he now complains.

Third, Plaintiff's claims suffer from general pleading deficiencies, including the fact that although Plaintiff claims to have sued on behalf of the Paul R. Dulberg Revocable Trust, he pleads no allegation as to how he has the power to act for the trust, no allegations of any duty owed to the trust, and no allegations of damages allegedly incurred by the trust.

STATEMENT OF FACTS

This case arises from a personal injury lawsuit that Plaintiff filed against his neighbors in 2012, in a matter captioned *Paul Dulberg v. David Gagnon, et al.*, Case No. 2012 LA 178, in the Twenty-Second Judicial Circuit, McHenry County, Illinois (the “Personal Injury Lawsuit”). (Ex. A, ¶ 19.) There, Plaintiff claimed to have been injured (the “Claimed Injury”) when his arm was struck with a chainsaw operated by the neighbor, David Gagnon.

On November 26, 2014, Plaintiff filed for Chapter 7 bankruptcy protection in the matter of *In re: Paul Dulberg, Debtor*, Case No. 14-bk-83578 in the Northern District of Illinois Bankruptcy Court (the “Bankruptcy Case”). (See Docket Report, No. 14-bk-83578, attached hereto as **Exhibit B**.¹) Dulberg eventually listed on an Amended Schedule B the personal injury suit as an asset in his Chapter 7 bankruptcy, claiming that \$15,000 of the proceeds of the claim would be exempt pursuant to 735 ILCS 5/12-1001(h)(4). (See Plaintiff’s Amended Schedule B, line 21, attached hereto as **Exhibit C**.) Specifically, he identified the following among his personal property:

Pending personal injury claim. Paul Dulberg, Plaintiff, v. David Gagnon, et al., Defendants. McHenry County, Illinois Case No. 12 LA 178 Estimate value of claim, \$55,000.00, subject to medical liens and attorney fee. Contact: Hans Mast, Attorney, Law Offices of Thomas J. Popovich, P. C., 3416 West Elm Street, McHenry, Illinois 60050, Telephone: 815-344-3797.

(Id.)

While the Bankruptcy Case remained pending, Plaintiff’s original attorney in the Personal Injury Lawsuit withdrew. On September 22, 2015, Plaintiff retained the Baudin Defendants to represent him in the Personal Injury Lawsuit. (Ex. A, ¶¶ 15-16; and Contingency Fee Agreement, attached as Ex. 7 to Ex. A.) The Baudin Defendants appeared as Plaintiff’s

¹ The Baudin Defendants ask this Court to take Courts judicial notice of the public bankruptcy records and other court records in accord with *Kopnick v. JL Woode Mgmt. Co., LLC*, 2017 IL App (1st) 152054, ¶ 26.

counsel in early November 2015. (See Appearance, attached hereto as *Exhibit D*.)

In July 2016, the Baudin Defendants recommended to Plaintiff that they should mediate the PI Case subject to a high-low agreement, with a cap of \$300,000. (Ex. A, ¶¶ 24-35.) According to Dulberg, he wanted a higher floor and rejected the mediation proposal. (Ex. A, ¶¶ 42, 46.) Then, in late September 2016, the bankruptcy trustee reached out to the Baudin Defendants, instructing them not to settle the Personal Injury Claim without authorization of the bankruptcy trustee and seeking to retain the Baudin Defendants to prosecute the Personal Injury Claim on behalf of the Estate. (September 27, 2016, letter from Bankruptcy Trustee, attached hereto as *Exhibit E*.)

On October 4, 2016, the bankruptcy trustee filed two motions in the bankruptcy court. Through the first motion, the bankruptcy trustee sought authority to enter into a binding mediation agreement. (Ex. 4 to Ex. A.) Attached to the motion is an unsigned copy of the binding mediation agreement. (Id.) Relative to this motion, the bankruptcy trustee gave notice to creditors and other parties in interest, including Plaintiff at 4606 Hayden Court, McHenry, Illinois 60051.² (Ex. 4 to Ex. A.) Through the second motion, the trustee sought leave to retain the Baudin Defendants to represent Plaintiff's Bankruptcy Estate in pursuing the Personal Injury Claim, (See Ex. 5 to Ex. A.) Again, the bankruptcy trustee gave notice to creditors and other parties in interest, including Plaintiff at his Hayden Court address. (Id.) Neither Plaintiff nor anyone else objected to either motion. (See Ex. B and transcript of bankruptcy hearing, attached as Group Ex. 6A to Ex. A.)

On or about October 9, 2016, the Baudin Defendants spoke with Plaintiff and informed him that the binding mediation would proceed with or without Plaintiff's consent as "the

² In Paragraph 5 of his Complaint, Plaintiff alleges that he lives at 4606 Hayden Court, McHenry, Illinois, 60051.

bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without [Plaintiff's] consent.” (Ex. A, ¶ 50.)

On October 31, 2016, the Bankruptcy Court heard the BK Trustee's motions and entered an order authorizing the Bankruptcy Trustee to retain the Baudin Defendants to represent Plaintiff's bankruptcy estate in pursuing the Personal Injury Claim and for giving the bankruptcy trustee the power to execute any documents necessary to enter into a binding mediation agreement relative to the Personal Injury Claim. (Ex. 7 to Ex. A.) In its order, the Bankruptcy Court authorized the bankruptcy trustee to adopt the contingency contract previously entered into between Plaintiff and the Baudin Defendants. (Id.) The Bankruptcy Court also authorized the trustee to “execute such documents as are necessary to accomplish the matters set forth herein.” (Id.) As for the latter set of relief, the bankruptcy court stated: “I will approve – authorize, if you will, for you [the BK Trustee] to enter into the binding mediation agreement, see where it takes you.” (Transcript of BK hearing, pp. 2, 5, attached as Group Ex. 6A to Ex. A.)

The mediation went forward on December 8, 2016. (Ex. A, ¶ 57.) Plaintiff attended with his mother. (Id.) The Baudin Defendants and the defense attorney executed the binding mediation agreement that day. (Ex. 11 to Ex. A, at p. 6.) The agreement also appears to bear Plaintiff's own signature. (Id.) Pursuant to the binding mediation agreement, the minimum recovery would be \$50,000 with a cap of \$300,000. (Ex. 11 to Ex. A, at p. 4.)

On December 12, 2016, the mediator, who was not aware of the high-low agreement, assessed Plaintiff's damages at \$660,000 and reduced that sum by 15% for Plaintiff's own comparative fault, resulting in a net award in Plaintiff's favor of \$561,000. (See Ex. 10 to Ex. A.) That day, the Baudin Defendants called Plaintiff to inform him of the award. (Ex. A, ¶ 65.) Plaintiff responded: “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.” (Ex. A, ¶ 67.)

Plaintiff was informed that the bankruptcy trustee would receive the entirety of the award, which would be reduced to \$300,000 pursuant to the binding mediation agreement, and that the funds would be delivered to the bankruptcy trustee to pay Plaintiff's creditors. (Ex. 11 to Ex. A, at p. 6.) On January 26, 2017, the bankruptcy court entered an Order Approving Payments of the Personal Injury Proceeds, providing for payment of the Baudin Defendants' contingency fees and costs, as well as distributions to medical lienholders, payments to the mediator, and a distribution to Plaintiff of the full \$15,000 personal injury exception previously claimed by Plaintiff. (See Order of January 26, 2017, attached hereto as *Exhibit F*.) The bankruptcy estate closed in June of 2017. (See Ex. B.)

Plaintiff filed the instant lawsuit on December 8, 2022 – exactly six years after the mediation was held in the Personal Injury Lawsuit. (See Ex. A.)

In Count 1 of his Complaint, for “Legal Malpractice-Breach of Fiduciary Duty,” Plaintiff alleges that he was damaged by the Baudin Defendants having breached their fiduciary in allegedly forcing Dulberg to proceed to mediation with a \$300,000 cap against his will. (Ex. A, ¶ 73.) Plaintiff alleges that he was damaged “in an amount in excess of \$261,000,” which equals the sum awarded by the mediator less the \$300,000 paid by the defendants to the Bankruptcy Estate. (Ex. A, ¶ 74.)

In Count 2 of his Complaint, entitled “Legal Malpractice-Fraudulent Misrepresentation,” Plaintiff alleges that the Baudin Defendants misrepresented to him “that that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation,” and that Plaintiff relied on the alleged misrepresentation in

proceeding to the binding mediation subject to a \$300,000 cap. (Ex. A, ¶¶ 76, 80.)

In both counts against the Baudin Defendants, Plaintiff seeks not only compensatory damages and costs, but relief in the form of interest and attorneys' fees. (See Ex. A, Counts 1 and 2.)

LEGAL STANDARDS

A motion to dismiss pursuant to challenges the legal sufficiency of a complaint. 735 ILCS 5/2-615. A complaint is properly dismissed when it fails to allege facts sufficient to state a cause of action upon which relief can be granted. *Marshall v. Burger King Corp.*, 222 Ill.2d 422, 429 (2006). Failure to allege sufficient facts is a deficiency that may not be cured by liberal construction of the pleadings or argument. *Estate of Johnson v. Condell Memorial Hosp.*, 119 Ill.2d 496, 510 (1998).

A motion to dismiss pursuant to 735 ILCS 5/2-619(a)(9) attacks the legal sufficiency of the complaint by raising affirmative matter which defeats the claim. *Illinois Graphics v. Nickum*, 159 Ill. 2d 469, 485 (1994). An "affirmative matter" is a defense that negates the cause of action completely or refutes crucial conclusions of law or conclusions of material fact contained in or inferred from the complaint. *John v. Tribune Co.*, 24 Ill. 2d 437 (1962).

A motion to dismiss under 735 ILCS 5/2-619 admits well-pleaded facts in the complaint and reasonable inferences therefrom. *Snyder v. Heidelberger*, 2011 IL 111052, ¶ 8. Section 2-619(a)(5) provides that a defendant may move for dismissal on the grounds that the action was not commenced within the time permitted by law. 735 ILCS 5/2-619(a)(5).

ARGUMENT

I. PLAINTIFF’S CLAIMS AGAINST THE BAUDIN DEFENDANTS SHOULD BE DISMISSED PURSUANT TO 735 ILCS 5/2-619(A)(9) BECAUSE THE PLAINTIFF COULD NOT HAVE SUSTAINED A DAMAGE AS A PROXIMATE RESULT OF THE HANDLING OF THE PERSONAL INJURY CLAIM WHERE THE PERSONAL INJURY CLAIM WAS OWNED AND CONTROLLED BY THE BANKRUPTCY ESTATE, NOT PLAINTIFF.

In both Counts 1 and 2, Plaintiff claims to have been damaged as a result of the Baudin Defendants’ prosecution of the Personal Injury Claim, including in presenting the claim for binding mediation and thereby allegedly limiting Plaintiff’s recovery for his Personal Injury Claim. But Plaintiff had no ability to recover anything from his Personal Injury Claim because he did not own it – the Bankruptcy Estate did.

Once Plaintiff filed for bankruptcy protection, he lost standing to pursue any personal injury claims because, upon filing for bankruptcy, any such claims became part of the bankruptcy estate. When he exchanged his prospective right to pursue the Personal Injury Claim for bankruptcy protection, Plaintiff lost the ability to control the prosecution of the Personal Injury claim, either individually or through counsel. The bankruptcy trustee had the sole power to pursue and control the claim, which he exercised. As such, Plaintiff possessed no claim to have been damaged as a proximate result of any actions taken while the bankruptcy estate, rather than Plaintiff himself, owned and controlled the Personal Injury Claim.

To prove legal malpractice, the plaintiff-client must plead and prove that the defendant-attorney owed the client a duty of due care arising from the attorney-client relationship, that the defendant breached that duty, and that as a proximate result, the client suffered an injury. *Northern Illinois Emergency Physicians v. Landau, Omahana & Kopka, Ltd.*, 216 Ill. 2d 294, 306 (2005) (citing *Sexton v. Smith*, 112 Ill. 2d 187, 193 (1986)). “Even if negligence on the part of the attorney is established, no action will be against the attorney unless that negligence proximately caused damage to the client.” *Northern Illinois Emergency Physicians*, 216 Ill. 2d at

306-07.

When Plaintiff filed for Chapter 7 bankruptcy protection, all of Plaintiff's legal property interests—including his interest in the Personal Injury Claim—became property of the bankruptcy estate and the bankruptcy trustee succeeded to Plaintiff's rights in the same. 11 U.S.C. § 541(a); *Wright v. Abbott Capital Corp.*, 79 Ill.App.3d 986, 990 (1st Dist. 1979). The act of filing a petition for relief under the Bankruptcy Code commences a bankruptcy case and creates an estate in bankruptcy. See 11 U.S.C. §§ 301, 541. Upon commencement of the case, a debtor's interests in property vest in the bankruptcy estate, and the debtor surrenders the right to control estate property because property of the estate falls under the exclusive jurisdiction of the bankruptcy court. See 28 U.S.C. § 1334(e). Because property of the estate *in custodia legis* by virtue of the bankruptcy filing, it is administered exclusively by a specifically designated fiduciary, a trustee. See, e.g., 11 U.S.C. §§ 323(a), 363, and 704.

The foregoing principles relating to property of the debtor apply to pre-bankruptcy claims. Pre-bankruptcy claims are part of the debtors' estates and thus belong to the bankruptcy trustees, for the benefit of the debtors' creditors. *Biesek v. Soo Line R.R. Co.*, 440 F.3d 410, 413 (7th Cir. 2006). A debtor's bankruptcy estate includes claims and causes of action that belonged to the debtor on the petition date. *Cannon-Stokes v. Potter*, 453 F.3d 446, 448 (7th Cir. 2006); *Cable v. Ivy Tech State College*, 200 F.3d 467, 472-73 (7th Cir. 1999). Thus, a legal claim arising out of events occurring before a debtor's bankruptcy filings belongs to the debtor's estate. *In re Polis*, 217 F.3d 899, 901–02 (7th Cir. 2000).

Once a debtor files for bankruptcy, any unliquidated lawsuits become part of the bankruptcy estate; regardless of whether such claims are scheduled, a debtor is divested of standing to pursue them upon filing his petition. See *Wright*, 79 Ill.App.3d at 990; *Board of*

Managers of 1120 Club Condominium Association v. 1120 Club, LLC, 2016 IL App (1st) 143849, ¶ 41 (“once a bankruptcy action is initiated, all unliquidated lawsuits [in which the debtor has a potential claim] become part of the bankruptcy estate,” thus, “if a party to a lawsuit files for bankruptcy, that party is divested of standing to pursue the claim” and only the bankruptcy trustee then has standing to pursue the suit.)

Because a pre-bankruptcy claim does not belong to the debtor, the debtor “cannot pursue it in litigation.” *Biesek*, 440 F.3d at 414. A trustee’s statutory right to exclusivity ceases only if the property—in this case, a cause of action—has been abandoned. See *Cannon–Stokes v. Potter*, 453 F.3d 446, 448 (7th Cir. 2006) (if estate, through trustee, abandons a cause of action, then creditors no longer have an interest, and claim reverts to debtor’s hands); 11 U.S.C. § 554. Absent abandonment by the trustee, a debtor cannot pursue a cause of action for his or her own benefit. *In re Enyedi*, 371 B.R. 327, 333 (N.D. Ill. 2007).

By filing for Chapter 7 bankruptcy, Plaintiff relinquished ownership over the Personal Injury Claim and thereby lacked standing to pursue the claim, including in mediation. Although Plaintiff need not have identified the Personal Injury Claim as among his personal property for the claim to have become part of the bankruptcy estate, he did in fact identify the claim on an Amended Schedule B. (See Ex. C.) The Bankruptcy Estate owned the Personal Injury Claim and the Bankruptcy trustee had exclusive power to pursue and control the Personal Injury Claim, including litigation of the Personal Injury Lawsuit. The Estate and Bankruptcy trustee never relinquished that ownership or power, but instead assumed control over the Personal Injury Lawsuit, including the decision whether to mediate and on what terms.

Because Plaintiff lacked ownership of the Personal Injury Claim and standing to pursue the Personal Injury Lawsuit, he possesses no cognizable claim to have been damaged as a

proximate result of any mal- or misfeasance in connection with the prosecution of the same.

II. PLAINTIFF'S CLAIMS AGAINST THE BAUDIN DEFENDANTS SHOULD BE DISMISSED PURSUANT TO 735 ILCS 5/2-619(A)(5) BECAUSE THEY ARE BARRED BY THE STATUTE OF LIMITATIONS IN 735 ILCS 5/13-214.3

The statute of limitations applicable to suits against attorneys arising out of attorneys' performance of legal services is found in 735 ILCS 5/13-214.3(b) (Section 214.3(b)"). Section 13-214.3(b) provides that such suits must be brought within two years from the time that the plaintiff knew or should have known of an injury due to the alleged action or inaction of the attorney. Section 13-214(b) states, in pertinent part, as follows:

An action for damages based on tort, contract, or otherwise (i) against an attorney arising out of an act or omission in the performance of professional services ... must be commenced within 2 years from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought.

735 ILCS 5/13-214.3(b).

The statute of limitations set forth in this Section 214.3(b) incorporates the "discovery rule," "which serves to toll the limitations period to the time when a person knows or reasonably should know of his or her injury." *Blue Water Partners, Inc., v. Edwin D. Mason, Foley & Lardner*, 2012 IL App (1st) 102165, ¶ 48 (quoting *Hester v. Diaz*, 346 Ill.App.3d 550, 553 (5th Dist. 2004)). The two-year period begins when the legal malpractice plaintiff knows or should know facts that would cause him to believe that he was injured and that the injury was wrongfully caused. *Racquet v. Grant*, 318 Ill.App.3d 831, 836 (2d Dist. 2000); *Butler v. Mayer, Brown and Platt*, 301 Ill.App.3d 919, 922 (1st Dist. 1998). Although that time is normally a question of fact, a court may decide the issue as a matter of law where the facts are undisputed and only one conclusion may be drawn from them. *Jackson Jordan, Inc. v. Leydig, Voit & Mayer*, 158 Ill. 2d 240, 250 (1994).

"The legal malpractice statute of limitations begins to run when the purportedly injured

party ‘has a reasonable belief that the injury was caused by wrongful conduct, thereby creating an obligation to inquire further on that issue.’ ” *Blue Water Partners*, 2012 IL App (1st) 102165, ¶ 52 (quoting *SK Partners I, LP v. Metro Consultants, Inc.*, 408 Ill.App.3d 127, 130 (1st Dist. 2011)). Because the intent of the discovery rule is merely to delay the running of the statute of limitations until the plaintiff has reason to inquire further, the statute of limitations begins to run when plaintiff had a reasonable belief that his injury was caused by wrongful conduct, not when he definitively knew he had an actionable legal malpractice claim. *Butler II v. Mayer, Brown and Platt*, 301 Ill.App.3d 919, 923 (1st Dist. 1998). Although the discovery rule has been held to require that the client know or should know that he was injured and that it was wrongfully caused (see, e.g., *Romano v. Morrisroe*, 326 Ill.App.3d 26 at 28 (2d Dist. 2001)), “actual knowledge of the alleged legal malpractice ... is not a necessary condition to trigger the running of the statute of limitations.” *Blue Water Partners*, 2012 IL App (1st) 102165, ¶ 51.

Stated another way, “ ‘the phrase “wrongfully caused” does not mean knowledge of a specific defendant’s negligent conduct or knowledge of the existence of a cause of action.’ Rather, the term refers to when an injured party ‘becomes possessed of sufficient information concerning his injury and its cause to put a reasonable person on inquiry to determine whether actionable conduct is involved.’ ” *Castello v. Kalis*, 352 Ill.App.3d 736, 744-45 (1st Dist. 2004) (internal citations and emphases omitted).

In this case, Plaintiff knew—even if he did not, he certainly should have known—of his alleged damages well over two years before he filed suit on December 8, 2022. Plaintiff claims that he did not want to proceed to mediation under the proposed terms of the binding mediation agreement and that he was damaged as a proximate result of the Baudin Defendants having caused the entry of a binding mediation agreement “with a \$300,000 cap against [Plaintiff’s]

stated desire and instructions for an uncapped jury trial. (Ex. A, ¶¶ 46, 50, 51, 73.)

The mediation took place exactly six years before Plaintiff filed suit, on December 8, 2016. (Ex. A, ¶ 57.) Plaintiff attended the mediation in person. (Id.) He acknowledges that the Baudin Defendants informed him of the mediation award four days later, on December 12, 2016. (Ex. A, ¶ 67.) On that date, he told the Baudin Defendants that the arbitration award, reduced to \$300,000 was “a gift of \$261,000 given to those responsible for my injuries.” (Ex. A, ¶ 67.)

Plaintiff knew or should have known well over two years before filing suit not only of the result of the mediation, but that the mediation award was reduced to the \$300,000 cap by virtue of the binding mediation agreement. As such, the two-year statute of limitations expired long before Plaintiff filed her Complaint and dismissal is appropriate pursuant to 735 ILCS 5/13-214.3(b).

III. PLAINTIFF’S CLAIMS AGAINST THE BAUDIN DEFENDANTS SHOULD BE DISMISSED PURSUANT TO 735 ILCS 5/2-615 BECAUSE PLAINTIFF FAILS TO STATE A CLAIM UPON WHICH RELIEF MAY BE GRANTED FOR MULTIPLE REASONS.

Plaintiff purports to have sued not only in his individual capacity, but on behalf of the Paul R. Dulberg Revocable Trust (the “Trust”). (See Ex. A.) Throughout his lengthy complaint, Plaintiff makes no allegation as to how he has the power to act for the Trust, as to how the Baudin Defendants owed or breached any duty to the Trust, or as to any damages sustained by the Trust. Absent all of the foregoing, Plaintiff has failed to state a claim on behalf of the Trust.

This Court should also dismiss the claims against the Baudin Defendants, or at least strike certain elements of Plaintiff’s claimed damages, because Plaintiff improperly prays for relief in the form of, among other items, prejudgment interest and attorney’s fees. (See Ex. A, Counts 1 and 2.)³ Illinois adheres to the “American Rule” whereby a successful party generally is responsible for his or her own attorney fees in the absence of a statute or contractual agreement

³ Although Plaintiff’s prayers for relief seek “interest” without specifying that Plaintiff is seeking *prejudgment* interest, it is clear that Plaintiff is seeking prejudgment interest, as post-judgment could not be awarded as part of a judgment – post-judgment interest does not accrue until thereafter.

allowing the recovery of fees. *Duignan v. Lincoln Towers Insurance Agency, Inc.*, 282 Ill.App.3d 262, 268 (1st Dist. 1996). No statute or contract allows the recovery of attorney fees in an action such as this, so Plaintiff's request for attorney's fees is improper and should be dismissed.

Plaintiff's request for prejudgment interest likewise has no basis in Illinois law. In Illinois, "[i]t is well settled that interest is not recoverable absent a statute or agreement providing for it." *City of Springfield v. Allphin*, 82 Ill.2d 571, 576 (1980). See also *Blakeslee's Storage Warehouses, Inc. v. City of Chicago*, 369 Ill.480, 482-83 (1938) (holding that interest may only be recovered when contracted for or when specifically authorized by statute). Section 2-1303 of the Code authorizes the recovery of post-judgment interest in some cases. See 735 ILCS 5/2-1303. However, there exists no corresponding statutory provision authorizing pre-judgment interest. As such, Plaintiff's request for prejudgment interest is improper and should be dismissed.

CONCLUSION

WHEREFORE, Defendants, KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN, II and KELRAN INC. a/k/a THE BAUDIN LAW GROUP, LTD. a/k/a KELRAN INC., respectfully request that this Honorable Court enter an order dismissing with prejudice all claims against such Defendants, including those contained within Counts 1 and 2 of Plaintiff's Complaint at Law and for any other relief that is fair and just.

Respectfully submitted,

TRIBLER ORPETT & MEYER, P.C.

By: /s/Jeremy N. Boeder

One of the Attorneys for Defendants, KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN, II and KELRAN INC. a/k/a THE BAUDIN LAW GROUP, LTD. a/k/a KELRAN INC.

Michael J. Meyer (mjmeyer@tribler.com)
Jeremy N. Boeder (jnboeder@tribler.com)
TRIBLER ORPETT & MEYER, P.C.
225 West Washington, Suite 2550
Chicago, Illinois 60606
Telephone: (312) 201-6400
docket@tribler.com

SERVICE VIA E-MAIL WILL BE ACCEPTED AT DOCKET@TRIBLER.COM

EXHIBIT

A

FILED
12/8/2022 3:50 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, R
20609010

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

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

Plaintiffs,)

vs.)

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

Defendants.

CASE NO. 2022L010905

PLAINTIFFS' COMPLAINT AT LAW

FILED DATE: 4/28/2023 8:50 PM 2022L010905

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 & 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., 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 & 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, 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 & WILLETTE LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE 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 & WILLETTE 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 29th 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 & WILLETTE 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 WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE 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 & WILLETTE 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 t 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 Gagnon's 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 \$261,000.00

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 & 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**

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 & WILLETTE 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 & 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 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 CASULTY 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 CASULTY 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

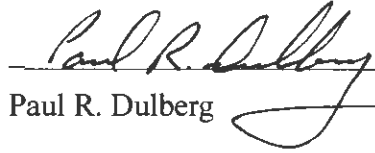
contact@lawofficeofalphonsetalarico.com

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)

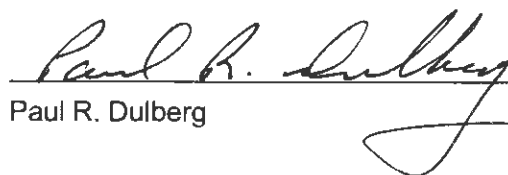
I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

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 28th 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 22nd 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

1

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

IN RE:) CHAPTER 7
)
DULBERG, PAUL) CASE NO. 14-83578
)
Debtors.) 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)
) ss
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 prepetition 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

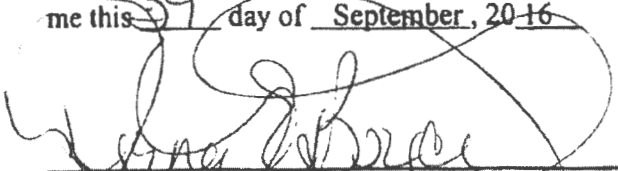
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- 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.

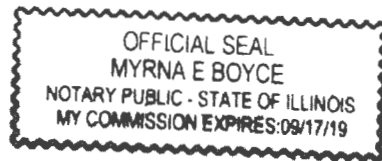


W. Randal Baudin, II, Affiant

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:) CHAPTER 7
)
DULBERG, PAUL) CASE NO. 14-83578
)
Debtors.) 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)
) ss
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.

EXHIBIT

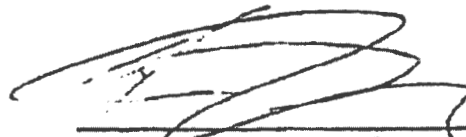
3

6. I understand and agree that:

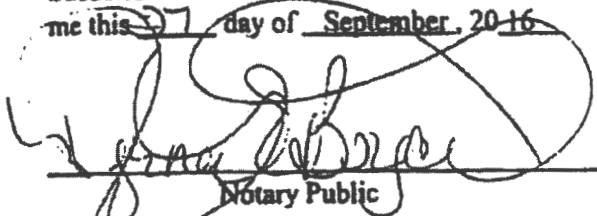
- A. My Firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy Estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment.
- B. All proceeds of any settlement or recovery 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

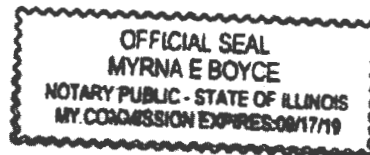
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- 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:) CHAPTER 7
PAUL DULBERG) 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 31st 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 & WILLETTE, 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
) Case Number: 14-83578
PAUL DULBERG)
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 22nd 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 & WILLETTE, 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

FILED DATE: 4/26/2023 8:50 PM 2022L010905

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 71043
Charlotte, NC 28272-1043

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Biafora
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 N. Bala Rd, Suite 101
Aurora, IL 60502-9620

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4161

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

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

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

Dr. Frank W. Sak
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
Madchex
PO Box 502
Katonah, NY 10516-0502

Wal-Mart 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
Fox Lake, IL 60020-1908

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
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 59
PLAINFIELD IL 60545-9189

WORLD'S FOREMOST BANK
CABELA'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 Baudin, II
Baudin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

FILED DATE: 4/28/2023 8:50 PM 2022L010905



**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.

- 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, 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.

- 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.

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 31st 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 & WILLETTE, 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 NO. 14-83578
)
)
Debtors.) 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 & WILLETTE, his Attorneys

By: s/s Joseph D. Olsen

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

FILED DATE: 4/28/2023 8:50 PM 2022L010905

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

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5269

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

Capital One Bank (USA), N.A.
PO Box 71003
Charlotte, NC 28272-1003

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Blafora
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 60677-8001

Oak Trust Credit Union
444 N. Nola 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 851001
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
Medchex
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 60051-7910

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
Fox Lake, IL 60020-1908

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
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 59
PLAINFIELD IL 60505-9109

WORLD'S FOREMOST BANK
CAMELA'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 Baudin, II
Baudin Law Group, Ltd.
2100 W. Huntington Dr Suite C
Algonquin, IL 60102

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 28th 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 22nd 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

EXHIBIT "A"

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.

GROUP
EXHIBIT
6A

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.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE

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

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



**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.



- 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, 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.

- 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.

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



In Re:
PAUL DULBERG

BK No.: 14-83578

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)



From: Joe Olsen jolsenlaw@comcast.net
Subject: Fwd: Re: Paul Dulberg 14-83578 & 12LA178
Date: December 2, 2019 at 2:05 PM
To: juliawilliams@clintonlaw.net

JO

Joseph D. Olsen - Yalden, Olsen & Willette
838 North Main Street, Rockford, IL 61103-6906
(815) 965-8635 | Fax (815) 965-4573 | 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>
To: Randy Baudin II <randybaudin2@gmail.com>
Cc: jolsenlaw <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> wrote:

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



On Mon, Oct 31, 2016 at 10:41 AM, <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>

To: "jolsenlaw" <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> 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

Medical\$ 60,000.Future medical\$ 200,000.Lost wage\$ 250,000.P & S75,000.L & L75,000.

 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, 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 _____ Date _____
 Paul Dulberg / Plaintiff

4 By: Kelly N. Baudin _____ Date 12/8/14
 Kelly N. Baudin / Attorney for the Plaintiff

4 By: Randall Baudin, II _____ Date 12/8/14
 Randall Baudin, II / Attorney for the Plaintiff

14 By: Shoshan Reddington _____ Date 12/8/14
 Shoshan Reddington / Attorney for the Defendant

Walter Norman

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

EXHIBIT

B

MEANSNO, CLOSED

**U.S. Bankruptcy Court
Northern District of Illinois (Western Division)
Bankruptcy Petition #: 14-83578**

Assigned to: Honorable Judge Thomas M. Lynch
Chapter 7
Voluntary
Asset

Date filed: 11/26/2014
Date terminated: 06/30/2017
Debtor discharged: 03/03/2015
341 meeting: 12/30/2014
Deadline for objecting to discharge: 03/02/2015

Debtor disposition: Standard Discharge

Debtor 1

Paul R Dulberg
4606 Hayden Court
McHenry, IL 60051-7918
MCHENRY-IL
SSN / ITIN: xxx-xx-4001

represented by **David L. Stretch**

Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7410
815-578-0055
Fax : 815-425-6000
Email: stretchlaw@gmail.com

Trustee

Megan G Heeg
Ehrmann Gehlbach Badger Lee & Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
TERMINATED: 08/31/2016

represented by **Megan G Heeg**

Ehrmann Gehlbach Badger Lee
& Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
Fax : 815-288-3068
Email: heeg@egblc.com
TERMINATED: 11/02/2016

Megan G Heeg

Ehrmann Gehlbach Badger Lee
& Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
Email: heeg@egblc.com
TERMINATED: 11/02/2016

Trustee

Joseph D Olsen
Joseph D. Olsen, Chapter 7 Trustee
Attorney at Law
5702 Elaine Drive, Suite 104
Rockford, IL 61108-2458
815-708-0234

represented by **Joseph D Olsen**

Attorney at Law
5702 Elaine Drive, Suite 104
Rockford, IL 61108-2458
815-708-0234
Email: jolsenlaw@comcast.net

Joseph D Olsen

FILED DATE: 4/25/2023 8:44 PM 2022L010905

Joseph D. Olsen, Chapter 7
Trustee
Attorney at Law
5702 Elaine Drive, Suite 104
Rockford, IL 61108-2458
815-708-0234
Email: Jolsenlaw@comcast.net

Craig A Willette
Yalden Olsen & Willette
1318 E State Street
Rockford, IL 61104
815-965-8635
Fax : 815 965-4573
Email: craigwillette@comcast.net

U.S. Trustee**Patrick S Layng**

Office of the U.S. Trustee, Region 11
780 Regent St.
Suite 304
Madison, WI 53715
608-264-5522

Filing Date	#	Docket Text
11/26/2014	<u>1</u> (50 pgs; 2 docs)	Chapter 7 Voluntary Petition Fee Amount \$335, Filed by David L. Stretch on behalf of Paul R Dulberg (Attachments: # <u>1</u> Signature Pages) (Stretch, David) (Entered: 11/26/2014)
11/26/2014	<u>2</u> (8 pgs)	Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A. Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	3	Incomplete PDF, Filer Refiled Statement of Social Security Number(s) Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) Modified on 12/1/2014 (Gossett, Valerie). (Entered: 11/26/2014)
11/26/2014	<u>4</u> (1 pg)	Certificate of Credit Counseling Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	5	Statement of Social Security Number(s) Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	<u>6</u> (2 pgs)	Attachment(s) Fee Agreement Filed by David L. Stretch on behalf of Paul R Dulberg (RE: <u>1</u> Voluntary Petition (Chapter 7)). (Stretch, David) (Entered: 11/26/2014)
11/26/2014	7	Receipt of Voluntary Petition (Chapter 7)(14-83578) [misc,volp7a] (335.00) Filing Fee. Receipt number 27986848. Fee Amount \$ 335.00

		(re:Doc# 1) (U.S. Treasury) (Entered: 11/26/2014)
11/26/2014	8	Meeting of Creditors with 341(a) meeting to be held on 12/30/2014 at 10:00 AM at Stewart Square, 308 West State Street, Rm. 40, Rockford, Illinois 61101. Objections for Discharge due by 03/02/2015. (admin,) (Entered: 11/26/2014)
12/01/2014	9 (2 pgs)	Chapter 7 341 Meeting of Creditors . (Gossett, Valerie) (Entered: 12/01/2014)
12/01/2014	10	CORRECTIVE ENTRY Incomplete PDF, Filer Refiled (RE: 3 Statement of Social Security Number(s)). (Gossett, Valerie) (Entered: 12/01/2014)
12/01/2014	11 (3 pgs)	BNC Certificate of Notice - Meeting of Creditors. (RE: 9 Chapter 7 341 Meeting of Creditors). No. of Notices: 16. Notice Date 12/03/2014. (Admin.) (Entered: 12/03/2014)
01/08/2015	12 (2 pgs)	Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
01/08/2015	13 (4 pgs)	Amended Schedule(s) : B,. Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
01/08/2015	14 (8 pgs)	Amended Statement of Financial Affairs Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
03/03/2015	15 (2 pgs)	Discharge Order Chapter 7 No Asset - Auto (Admin.) (Entered: 03/03/2015)
03/03/2015	16 (3 pgs)	BNC Certificate of Notice - Order of Discharge. (RE: 15 Discharge Order Chapter 7 No Asset - Auto). No. of Notices: 16. Notice Date 03/05/2015. (Admin.) (Entered: 03/05/2015)
05/20/2015	17 (7 pgs; 3 docs)	Notice of Motion and Application to Employ Megan Heeg and Ehrmann Gehlbach Badger Lee & Considine, LLC as Attorneys for Trustee Filed by Megan G Heeg Hearing scheduled for 5/27/2015 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Affidavit # 2 Proposed Order) (Heeg, Megan) (Entered: 05/20/2015)
05/22/2015	18	Initial Report of Assets - Trustee has found assets in this estate to be administered for the benefit of creditors, or believes there is a likelihood that such assets will be recovered within a reasonable period of time. The Trustee requests that notice be sent to creditors fixing time for filing claims. (Heeg, Megan) (Entered: 05/22/2015)
05/26/2015	19 (1 pg)	Notice Fixing Time For Filing . Proofs of Claims due by 8/26/2015. Government Proof of Claim due by 8/26/2015. (Gossett, Valerie) (Entered: 05/26/2015)

05/26/2015	21 (2 pgs)	BNC Certificate of Notice - Notice Fixing Time for Filing Claims (RE: 19 Notice Fixing Time For Filing). No. of Notices: 16. Notice Date 05/28/2015. (Admin.) (Entered: 05/28/2015)
05/27/2015	20 (1 pg)	Order Granting Application to Employ Megan G Heeg for Megan G Heeg (Related Doc # 17). Signed on 5/27/2015. (Gossett, Valerie) (Entered: 05/27/2015)
08/31/2016	22 (2 pgs)	Incorrect Event, Filer Notified to Refile Letter of Resignation and Appointment. Megan G Heeg resigned from the case and Trustee Joseph D Olsen appointed to the case. Filed by U.S. Trustee Patrick S Layng. (Jensen, Mary) Modified on 8/31/2016 (Weatherford, Mary). (Entered: 08/31/2016)
08/31/2016	23	CORRECTIVE ENTRY Incorrect Event, Filer Notified to Refile (RE: 22 Resignation and Appointment of Trustee). (Weatherford, Mary) (Entered: 08/31/2016)
08/31/2016	24 (1 pg)	Letter of Resignation. Megan G Heeg resigned from the case. Filed by U.S. Trustee Patrick S Layng. (Jensen, Mary) (Entered: 08/31/2016)
08/31/2016	25 (1 pg)	Letter of Appointment. Trustee Joseph D Olsen appointed to the case. Filed by U.S. Trustee Patrick S Layng. (Jensen, Mary) (Entered: 08/31/2016)
09/06/2016	26 (9 pgs; 2 docs)	Notice of Motion and Motion to Approve Attorneys Fees and Costs as an Administrative Claim Filed by Megan G Heeg Hearing scheduled for 9/28/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Heeg, Megan) (Entered: 09/06/2016)
09/07/2016	27 (4 pgs)	Amended Notice of Motion Filed by Trustee Megan G Heeg (RE: 26 Motion to Approve). Hearing scheduled for 9/28/2016 at 01:30 PM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Heeg, Megan) (Entered: 09/07/2016)
09/16/2016	28 (4 pgs)	Amended Schedules A / B, Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 09/16/2016)
09/16/2016	29 (1 pg)	Amended Schedules C, Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 09/16/2016)
09/26/2016	30 (5 pgs; 2 docs)	Notice of Motion and Application to Employ Yalden, Olsen & Willette as attorneys for the Trustee Filed by Joseph D Olsen Hearing scheduled for 10/3/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Rule 2014 Statement) (Olsen, Joseph) (Entered: 09/26/2016)
09/27/2016	31 (1 pg)	Proposed Order - To Employ Attorneys Filed by Trustee Joseph D Olsen (RE: 30 Application to Employ). (Olsen, Joseph) (Entered: 09/27/2016)

09/28/2016	32 (1 pg)	Order Granting Motion to Approve (Related Doc # 26). Signed on 9/28/2016. (Gossett, Valerie) (Entered: 09/29/2016)
10/03/2016	33 (1 pg)	Order Granting Application to Employ Joseph D Olsen for Joseph D Olsen, Craig A Willette for Joseph D Olsen (Related Doc # 30). Signed on 10/3/2016. (Gossett, Valerie) (Entered: 10/03/2016)
10/04/2016	34 (11 pgs; 3 docs)	Notice of Motion and Motion to Authorize the Trustee to Enter into a Binding Mediation Agreement Filed by Joseph D Olsen Hearing scheduled for 10/31/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A) (Olsen, Joseph) (Entered: 10/04/2016)
10/04/2016	35 (9 pgs; 4 docs)	Notice of Motion and Application to Employ Baudin Law Group Ltd as Special Counsel Filed by Joseph D Olsen Hearing scheduled for 10/31/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A # 3 Affidavit) (Olsen, Joseph) (Entered: 10/04/2016)
10/06/2016	36 (7 pgs; 2 docs)	Notice of Motion and Motion to Approve Withdrawal of Counsel Filed by Megan G Heeg Hearing scheduled for 11/2/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Heeg, Megan) (Entered: 10/06/2016)
10/31/2016	37 (1 pg)	Order Granting Application to Employ Baudin Law Group, Ltd. (Related Doc # 35). Signed on 10/31/2016. (Gossett, Valerie) (Entered: 10/31/2016)
10/31/2016	38 (1 pg)	Order Granting Motion to Authorize (Related Doc # 34). Signed on 10/31/2016. (Gossett, Valerie) (Entered: 10/31/2016)
11/02/2016	39 (1 pg)	Order Granting Motion to Approve (Related Doc # 36). Signed on 11/2/2016. (Gossett, Valerie) (Entered: 11/03/2016)
01/03/2017	40 (8 pgs; 3 docs)	Notice of Motion and Motion to Authorize Trustee to compensate the Estate's Personal Injury Attorneys for attorney's fees and advanced costs; to pay certain medical and attorneys liens as well as the Debtor's Personal Injury Exemption and Notice of Binding Mediation Award Filed by Joseph D Olsen Hearing scheduled for 1/25/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A) (Olsen, Joseph) (Entered: 01/03/2017)
01/19/2017	41 (1 pg)	Proposed Order - Approving Payments of the Personal Injury Proceeds Filed by Trustee Joseph D Olsen (RE: 40 Motion to Authorize). (Olsen, Joseph) (Entered: 01/19/2017)
01/25/2017	42 (1 pg)	Order Granting Motion to Authorize (Related Doc # 40). Signed on 1/25/2017. (Gossett, Valerie) (Entered: 01/26/2017)

04/18/2017	43 (8 pgs)	Final Report Filed by U.S. Trustee Patrick S Layng. (Layng, Patrick) (Entered: 04/18/2017)
04/19/2017	44 (9 pgs; 2 docs)	Notice of Motion and Application for Compensation for Joseph D Olsen, Trustee Chapter 7, Fee: \$12428.68, Expenses: \$83.33. Filed by Trustee Joseph D Olsen Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Olsen, Joseph) (Entered: 04/19/2017)
04/19/2017	45 (11 pgs; 2 docs)	Notice of Motion and Application for Compensation for Joseph D Olsen, Trustee's Attorney, Fee: \$2226.00, Expenses: \$0.00. Filed by Trustee Joseph D Olsen Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Olsen, Joseph) (Entered: 04/19/2017)
04/19/2017	46 (5 pgs)	Notice of Trustee's Final Report and Applications for Compensation. Trustee will send notice Filed by Trustee Joseph D Olsen (RE: 43 Final Report - Asset, 44 Application for Compensation, 45 Application for Compensation). Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Olsen, Joseph) (Entered: 04/19/2017)
04/19/2017	47 (2 pgs)	Certificate of Service Filed by Trustee Joseph D Olsen (RE: 43 Final Report - Asset). (Olsen, Joseph) (Entered: 04/19/2017)
05/15/2017	48 (1 pg)	Order Granting Application For Compensation (Related Doc # 44). Joseph D Olsen, fees awarded: \$12428.68, expenses awarded: \$83.33, Granting Application For Compensation (Related Doc # 45). Joseph D Olsen, fees awarded: \$2226.00, expenses awarded: \$0.00. Signed on 5/15/2017. (Gossett, Valerie) (Entered: 05/15/2017)
06/29/2017	49 (8 pgs)	Final Account and Application to Close Case and Discharge Trustee Filed by U.S. Trustee Patrick S Layng. (Layng, Patrick) (Entered: 06/29/2017)
06/30/2017	50	Bankruptcy Case Closed and Trustee Discharged . (Gossett, Valerie) (Entered: 06/30/2017)

PACER Service Center**Transaction Receipt**

02/06/2023 10:15:54

**PACER
Login:**

tribleradmin

**Client
Code:**

689.27595

Description:	Docket Report	Search Criteria:	14-83578 Fil or Ent: filed From: 2/4/2000 To: 2/6/2023 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	4	Cost:	0.40

FILED DATE: 4/25/2023 8:44 PM 2022L010905

EXHIBIT

C

In re **Paul R Dulberg**Case No. **14-83578**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	30.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		McHenry Bank & Trust checking account xxxx-5528	-	300.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	1,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	350.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

Sub-Total > **1,680.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Paul R Dulberg**

Case No. **14-83578**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet **1** of **3** continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Paul R Dulberg**Case No. **14-83578**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Pending personal injury claim. Paul Dulberg, Plaintiff, v. David Gagnon, et al., Defendants. McHenry County, Illinois Case No. 12 LA 178 Estimate value of claim, \$55,000.00, subject to medical liens and attorney fee. Contact: Hans Mast, Attorney, Law Offices of Thomas J. Popovich, P. C., 3416 West Elm Street, McHenry, Illinois 60050, Telephone: 815-344-3797.	-	Unknown
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet **2** of **3** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg Case No. 14-83578

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

FILED DATE: 4/25/2023 8:44 PM 2022L010905

EXHIBIT

D

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

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL

APPEARANCE

I HEREBY ENTER THE APPEARANCE OF
PAUL DULBERG

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

AND MY OWN AS

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

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

SIGNED

(Signature of Attorney filing appearance)

Name W. RANDAL BAUDIN II

W. RANDAL BAUDIN II

Printed Name

ARDC Number 6238991

Attorney for PAUL DULBERG

Address P.O. BOX 1678

City, State Zip CRYSTAL LAKE, IL 60039-1678

Phone (815) 814-2193

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

IN THE CIRCUIT COURT OF THE 22nd JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG,
Plaintiff,

vs.

DAVID GAGNON, ET AL
Defendants.

No. 12 LA 178

FILED
NOV 03 2015
KATHERINE M. KEEFE
MCHENRY CTY. CIR. CLK.

NOTICE OF FILING

TO: Mr. Perry A. Accardo
Law Office of Steven A. Lihosit
200 North LaSalle Street, Suite 2550
Chicago, IL 60601-1014
Facsimile: 877-715-9317

PLEASE TAKE NOTICE that on the **November 3rd, 2015** we filed with the Clerk of the Twenty-Second Judicial Circuit, McHenry County, Illinois, our **APPEARANCE** in regard to the above entitled cause, copies of which are hereby served upon you.

Respectfully submitted,



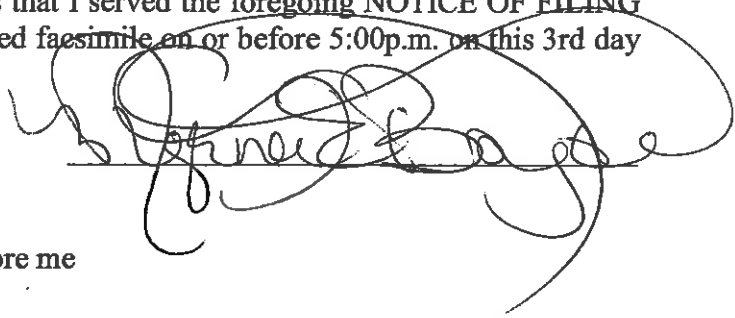
W. RANDAL BAUDIN II
Attorney for Plaintiff

W. RANDAL BAUDIN II
BAUDIN & BAUDIN
Attorney No. 6238991
2100 N. Huntington Drive, Suite C
Algonquin, IL 60102
847.658.5295
FAX: 847.658.5015

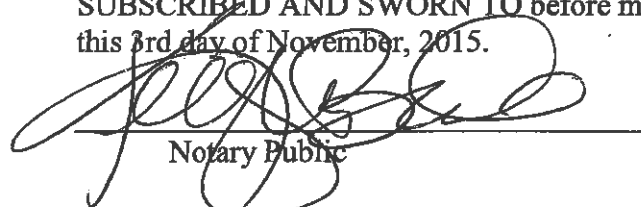
STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

PROOF OF SERVICE BY FACSIMILE

The undersigned, on oath states that I served the foregoing NOTICE OF FILING by facsimile the same to the above stated facsimile on or before 5:00p.m. on this 3rd day of November, 2015.

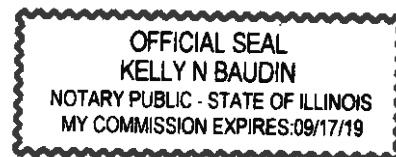


SUBSCRIBED AND SWORN TO before me
this 3rd day of November, 2015.



Notary Public

W. Randal Baudin II
Attorney No. 6238991
BAUDIN & BAUDIN
2100 N. Huntington Drive, Suite C
Algonquin, IL 60102
(847) 658-5295
FAX: (847) 658-5015



EXHIBIT

E

YALDEN, OLSEN & WILLETTE

**1318 EAST STATE STREET
ROCKFORD, ILLINOIS 61104-2228**

RAPHAEL E. YALDEN (1907-1986)
RAPHAEL E. YALDEN II
JOSEPH D. OLSEN
CRAIG A. WILLETTE

TELEPHONE
(815) 965 - 8635
FACSIMILE
(815) 965 - 4573

September 27, 2016

Attorney W. Randal Baudin, II
304 South McHenry Avenue
Crystal Lake, IL 60014

Re: Paul Dulberg - Bankruptcy Case #14-83578

Dear Mr. Baudin:

As you know the undersigned represents Joseph D. Olsen, the duly appointed, qualified and acting Trustee of the above referenced Debtor's estate.

You are instructed not to settle the Debtor's cause of action without first obtaining authorization from the Trustee. Because of your experience with the case the Trustee desires to employ you and your firm as attorneys for the estate to prosecute this cause of action.

Could you please provide the undersigned with your contingent fee contract with the Debtor (which the Trustee will seek to adopt in the Bankruptcy Court).

Enclosed please find a copy of a statement of disinterest pursuant to Bankruptcy Rule 2014 which we will need to present to the court at the hearing of the Motion to employ your firm. Please execute same, have your signature notarized and return it to me with the information requested above. Can you please provide a copy of the State Court Complaint and Answer filed by the defendant.

Should you have any questions on this feel free to contact me.

Very truly yours,

Joseph D. Olsen
for
YALDEN OLSEN & WILLETTE

JDO/mjm
Enc.

FILED DATE: 4/25/2023 8:44 PM 2022L010905

EXHIBIT

F

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

In Re:
PAUL DULBERG

BK No.: 14-83578

Chapter: 7

Honorable Thomas M. Lynch

SELECT IF OUTLYING AREA

Debtor(s)

ORDER APPROVING PAYMENTS OF THE PERSONAL INJURY PROCEEDS

THIS CAUSE coming to be heard on this 25th day of January, 2017, on the Trustee's Motion to Compensate the Estate's Personal Injury Attorneys for attorney's fees of \$117,000.00 and Advanced Costs of \$84.63 and for Authority to Pay Certain Medical and Attorneys Liens on the Proceeds as well as the Debtor's Personal Injury Exemption of \$15,000.00 the Court after considering the Motion, the statements of counsel, the pleadings on file and being fully advised in the premises:

IT IS HEREBY ORDERED:

1. That the Trustee be and same is authorized to distribute the payments to the Trustee's special counsel, Baudin Law Group, Ltd, the sum of \$117,084.63 as in for the contingency fees and advanced costs;

2. That the Trustee be and same is authorized to distribute the payments of the other lien claimants of the personal injury proceeds as follows:

a). MedChex/Open Advanced MRI \$1,700.00
b). Dr. Karen Levin ~~to be determined~~ \$1,200.00
c). Hand Surgery Associates S.C. \$4,600.00
d). Northwest Community Hospital \$0.00
e). Power St Moon/N.IL. Medical Center \$0.00

3. That the Trustee is authorized to pay 1/2 the mediation invoice, \$1,938.00 to the ADR Systems;

4. That the Trustee be and same is authorized to distribute the payment of \$15,000.00 to the Debtor as in for his personal injury exemption;

5. That the Trustee is hereby authorized to execute any documents necessary to effectuate the aforescribed transactions.

2.5) LAW OFFICE OF THOMAS POPOVICH, P.C. \$1539.32
Enter: \$1539.32
g) BRAD BALKE, P.C.

Dated:

JAN 25 2017

United States Bankruptcy Judge

Prepared by:

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