

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.)

CASE NO 2022L010905

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

Defendants

FILED DATE: 4/25/2023 3:51 PM 2022L010905

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

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

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

COUNT 4

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

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

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND 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. Nofications under the title on page one;
- b. Language under Parties B;
- c. page 4 F1.b. regarding who is liable to Plaintiff;
- d. page 5 V.A.1. ADR Systems Fee Schedule;
- e. page 5 V ADR Systems Fee Schedule boxed information;
- f. page 6 section v number 5.

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

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

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

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

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

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

Dated: April 25, 2023,

Respectfully submitted,

By: /s/ Alphonse A. Talarico

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