



T Kost &lt;tkost999@gmail.com&gt;

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**Additions to Baudin Answer**

4 messages

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**T Kost** <tkost999@gmail.com>

Thu, Jun 8, 2023 at 10:56 PM

To: Paul Dulberg &lt;Paul\_Dulberg@comcast.net&gt;

I want what follows added just after the 'Re Enyeti' paragraph:

When on December 8, 2016 Dulberg told the Baudins, "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. ", he clearly did not know about the fraudulent acts the Baudins were committing toward him. Dulberg clearly did not know:

- (a) his signature was fraudulently placed on the ADR contract
- (b) the trustee misrepresented Dulberg's consent to the Bankruptcy judge on October 31, 2016
- (c) Allstate, the Baudins and Olsen knew Dulberg had no standing to pursue the case while he was being represented in District Court.
- (d) Allstate, the Baudins and Olsen knew the case was under automatic stay
- (e) the Baudins misrepresented Dulberg as agreeing to binding mediation in District Court on August 10, 2016 and asked Judge Meyer to delay the next status hearing until after the binding mediation date.
- (f) the binding mediation date had already been set on December 8, 2016 as early as August 10, 2016 by the Baudins and Allstate.

Dulberg did not know any of this took place when he was awarded \$560,000 in binding mediation but Olsen and the Baudins must have known. At that time Dulberg believed that the Bankruptcy judge forced the case into binding mediation without Dulberg's consent because that is what the Baudins told Dulberg. Dulberg stating "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. " just after learning of the binding mediation award cannot be interpreted as Dulberg knowing about the fraudulent concealment listed as (a), (b), (c), (d), (e), (f) at that time. He was not happy about not being able to collect all that he was awarded, but that does not mean he knew or could have known about the fraudulent concealment listed as (a), (b), (c), (d), (e), (f).

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**Paul Dulberg** <Paul\_Dulberg@comcast.net>

Fri, Jun 9, 2023 at 3:20 AM

To: Tom Kost &lt;tkost999@gmail.com&gt;

I changed December 8 to December 12 - If I am wrong on the date please show me before I send to alphonse.

[Quoted text hidden]

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**Paul Dulberg** <Paul\_Dulberg@comcast.net>

Fri, Jun 9, 2023 at 3:49 AM

To: Tom Kost &lt;tkost999@gmail.com&gt;

Should this fall between R1 and R2 or R4 and R5?

[Quoted text hidden]

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**Paul Dulberg** <Paul\_Dulberg@comcast.net>

Fri, Jun 9, 2023 at 5:00 AM

To: Tom Kost &lt;tkost999@gmail.com&gt;

Still not sure which of the 'Re Enyeti' paragraphs this should follow. Reworded below:

When on December 12, 2016 Dulberg told the Baudins, "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. ", he clearly did not know about the fraudulent acts the Baudins were committing toward him. Dulberg clearly did not know the following:

(a) That Dulberg's signature was fraudulently placed on the ADR agreement/contract executed on December 8, 2016.

(b) That Olsen, the trustee, misrepresented Dulberg's consent to the Bankruptcy Judge on October 31, 2016. See EXHIBIT ??

(Add the Bankruptcy Courts 10/31/2016 report of proceeding as this exhibit)

(c) That Allstate, the Baudins and Olsen knew Dulberg had no standing to pursue the case while he was being represented in The 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division.

(d) That Allstate, the Baudins and Olsen all knew the case was under the automatic stay.

(e) That the Baudins, in violation of the automatic stay, misrepresented Dulberg as agreeing to binding mediation in The 22nd Judicial Circuit Court on August 10, 2016 and asked Judge Meyer to delay the next status hearing to December 12, 2016 after the binding mediation was to take place on December 8, 2016. See EXHIBITS ?? & ??  
(Add the 8/10/2016 court order and Report of proceeding as exhibits from 12LA178)

(f) That in violation of the automatic stay and without the bankruptcy court's approval and before the Baudins were approved to be hired as special counsel, the binding mediation date had already been set for December 8, 2016 as early as August 10, 2016 by the Baudins and Allstate. This happened before Trustee Olsen was even appointed to the position as trustee on August 31, 2016 and before Trustee Olsen hired the Baudins as special counsel on 10/31/2016. See EXHIBITS ??, ??, ?? & ??

(Add both the 8/10/2016 circuit court order and Report of proceeding as exhibits from 12LA178 as well as 25-0.pdf 37-0.pdf 38-0.pdf from the bankruptcy clerks file for case 14-83578)

Dulberg clearly did not know any of this fraud took place when he was awarded \$560,000 in the capped (\$300,000) binding mediation but Allstate, Olsen and the Baudins must have known. At that time Dulberg believed that the Bankruptcy Judge forced the case into a capped binding mediation without Dulberg's consent because that is what the Baudins told Dulberg. Dulberg stating "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. " just after learning of the capped binding mediation award and that cannot be interpreted as Dulberg knowing about the fraudulent concealment listed as (a), (b), (c), (d), (e), (f) at that time. He was not happy about not being able to collect all that he was awarded, but that does not mean he knew or could have known about the fraudulent concealment listed as (a), (b), (c), (d), (e), (f).

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