

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

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

Plaintiffs,

vs.

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

CASE NO. 2022L010905

Defendants

## **1st AMENDED COMPLAINT AT LAW**

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 AMENDED COMPLAINT AT LAW against Defendants ADR Systems states as follows:

(Paragraphs that need to be added to address ADR Systems liability:)

1. What follows is how Dulberg first learned of fraudulent concealment. On 10/25/2019 the Clinton Law office issued a subpoena to Olsen<sup>2</sup>

2. On 12/2/2019 Olsen responded to the Clinton subpoena and emailed documents<sup>3</sup>

3. On 2/10/2020 Clinton sent Dulberg Olsen's response to the subpoena. Dulberg noticed the following emails between Olsen and Randall Baudin:

On October 31, 2016 at 10:41 AM Olsen <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.

On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> responded: "You can good ahead sign it. Thank you so much." (Exhibit 9 to Plaintiff's Complaint)

4. When Dulberg read Baudin tell Olsen to sign the proposed Binding Mediation Agreement, this seemed reasonable to Dulberg since Dulberg was told by the Baudin Defendants that it was the Bankruptcy Judge, who forced Dulberg's personal injury case into the Binding Mediation Agreement and it was Olsen who had standing and was approved to enter into Binding Mediation. Dulberg assumed Olsen signed the Binding Mediation Agreement from the conversation and the resulting Binding Mediation that took place on 12/8/2016 at ADR SYSTEMS OF AMERICA, LLC.

However, this exchange shows something entirely different:

a. Trustee Olsen is asking Baudin if Baudin wants the asset/claim to revert back to the DEBTOR or remain part of the ESTATE by asking "Do you want the debtor to /s/ the form, or me as trustee?".<sup>6,7</sup>

b. Baudin's response is, "You can good ahead sign it."<sup>6,7</sup> meaning the ESTATE.

In fact:

a) The executed Binding Mediation Agreement <sup>5</sup> does not have Trustee Olsen's signature.

b) Trustee Olsen did not act and sign the proposed Binding Mediation Agreement<sup>6</sup> against the

advice of “special counsel”<sup>1</sup>, the Baudin Defendants’.

c) On 10/31/2016, The Baudin Defendants’ were authorized “to pursue”<sup>1</sup> as “special counsel”<sup>1</sup> the personal injury litigation but the Baudin Defendants’ were not authorized to “enter into”<sup>2</sup> the proposed Binding Mediation Agreement<sup>6</sup> and have been pursuing the personal injury litigation since 11/6/2015 and already had an agreement with Defendant Allstate to enter into Binding Mediation by 8/10/2016<sup>8</sup>, in violation of the automatic stay

d) Trustee Olsen did not “enter into”<sup>2</sup> Binding Mediation.

e) Trustee Olsen did not “pursue”<sup>3</sup> and “exercise control”<sup>3</sup> over the claim as the Baudin Defendants assert.

f) The personal injury asset is abandoned by Trustee Olsen.

g) Abandoned assets revert back to the DEBTOR.

h) The DEBTOR was represented by attorney David Stretch<sup>4</sup> and not the Baudin Defendants.

i) The Baudin Defendants were approved and hired as “Special Counsel”<sup>1</sup> for the Estate and in such a capacity had no standing to execute a Binding Mediation Agreement for the DEBTOR.

j) The only party with standing over abandoned assets is now the DEBTOR.

k) The signature page on the executed Binding Mediation Agreement<sup>5</sup> does not belong to the other pages in the executed Binding Mediation Agreement<sup>5</sup> and is an exact match to the signature page in the proposed Binding Mediation Agreement<sup>6</sup>.

l) ADR SYSTEMS OF AMERICA, LLC. facilitated fraud by failing to take the necessary steps to ensure the signers had standing.

m) Trustee Olsen and the Baudins collected the monies paid out by Allstate after ABANDONING the ASSET that reverted back to the DEBTOR.

5. On 9/26/2022 Dulberg received the 10/31/2016 Bankruptcy Courts Report of Proceeding<sup>9</sup>. Dulberg forwarded the report of proceeding<sup>1</sup> to his attorney Alphonse Talarico stating, “Let’s talk after you digest what happened in this one.” Dulberg discovered that Trustee Olsen misled the Honorable Judge Thomas M. Lynch in the transcript.<sup>4,5,6</sup>

6. On 10/28/2022 Dulberg received a copy of the executed Binding Mediation Agreement<sup>2</sup> on file with ADR SYSTEMS OF AMERICA, LLC. expecting to see the Trustee Olsens’ signature. Instead Dulberg saw his own signature on the executed Binding Mediation Agreement<sup>2</sup> and he knew he never signed the Binding Mediation Agreement. This is when Dulberg first knew:

a) Dulberg’s signature is on the executed Binding Mediation Agreement<sup>2</sup> on file with ADR SYSTEMS OF AMERICA, LLC. and Dulberg knew he refused to sign the contract and did not sign the contract. (Discovered on 10/28/2022)

b) Trustee Olsen misled the bankruptcy Judge, “There may be some issues about the debtor being a good witness or not”<sup>1</sup>, “he didn’t seem to want to go through a jury process”<sup>1</sup>, “he liked this process”<sup>1</sup> basically that Dulberg was in agreement with the proposed Binding Mediation Agreement 3 (Discovered on 9/26/2022)

7. On 10/28/2022 Dulberg launched a full scale investigation into the signature’s found in the executed Binding Mediation Agreement<sup>2</sup> and quickly found that the signature page does not belong to the rest of the body of the executed Binding Mediation Agreement<sup>2</sup> but is an exact match to the proposed Binding Mediation Agreement<sup>3</sup> approved by the Bankruptcy court.

8. Dulberg believes this satisfies the Discovery Rule and this discovery on 10/28/2022 is when the statute of limitations should be tolled. Dulberg first learned that (a) his signature was fraudulently placed on the executed Binding Mediation Agreement 2 (discovered on 10/28/2022) and (b) the Bankruptcy Trustee misrepresented Dulberg’s consent to the Bankruptcy Judge<sup>1</sup> (discovered on 9/26/2022) and Dulberg believes the discovery of his signature on the executed Binding Mediation Agreement<sup>2</sup> is when the statute of limitations should be tolled.

9. In order to understand the context of Dulberg’s 12/12/2016 statement “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.” it is important to know the history behind it.

a. On 1/22/2014 When Dulberg was represented by Hans Mast and the Law Offices of Thomas J. Popovich P.C., the co-defendants (McGuire’s) in 12LA178 were inexplicably dismissed with prejudice even though the McGuire’s clearly employed their son/step-son Gagnon and were vicariously liable for anything Gagnon could not pay.

b. On 12/12/2016 When Dulberg learned of the Binding Mediation Award and how much he could not collect, his mind instantly went back to the dismissed defendants (McGuire’s) that would have been vicariously liable for any monies Gagnon could not pay if they were still in the case. Dulberg realized the pecuniary injury the Popovich law firm caused. Dulberg talked with Randall Baudin II about the issue of the McGuire’s release and Randall Baudin told Dulberg to call his office in the morning and his secretary Myrna would provide Dulberg with the contact of a Legal Malpractice Attorney the Baudins have used in the past and Dulberg could go see.

c. On 12/16/2016 Dulberg met with Thomas Gooch, the Legal Malpractice Attorney the Baudins recommended Dulberg see.

d. On 11/28/2017 Thomas Gooch filed suit (17LA377) against Hans Mast and the Law Offices of Thomas J. Popovich P.C for Legal Malpractice in 12LA178, specifically for the release of the McGuire defendants, that case is currently on appeal in the 2nd District Case No 2230072. Dulberg was clearly affixing the pecuniary injury of \$261,000.00 to the previous firm and the release of the McGuire defendants in his statement when making the 12/12/2016 statement.<sup>2,3</sup>

10. On 6/13/2016, in violation of the automatic stay, in the Circuit Court Allstate attorney Reddington stated that she and the Baudins are considering this case as a possible ADR

candidate without Dulberg's knowledge or permission<sup>1</sup>. The Baudins were representing Dulberg in the Circuit Court without Dulberg having standing as plaintiff and the case under an automatic stay. Allstate attorney Reddington stated in the Circuit Court, "I have four motions up this morning. Plaintiff's attorney and I are working on the case to see if it's a possible ADR candidate. He asked that we get our motions entered and continued. They're for an IME." Allstate attorney Reddington also said, "And honestly, if I get a decision sooner, that -- well, I don't know if this is a case we -- we probably wouldn't be able to enter a dismissal order if we went to ADR until after the ADR was done." (Exhibit X8 Page 2 Lines 7-11 & Page 3 Lines 12-16)

11. On 7/20/2016 Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating, "...I will be moving forward with litigation at this time...I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly..."

12. On 7/21/2016, in violation of the automatic stay, the Baudins and Allstate attorney Reddington claimed in the 22<sup>nd</sup> Judicial Circuit Court that they had come to a "semi-agreement" on binding mediation.

13. On 8/10/2016, in violation of the automatic stay, the Baudins and Reddington moved to enter into Binding Mediation on 8/10/2016. The date of the Binding Mediation hearing was already set for 12/8/2016 by the time the following exchange took place on 8/10/2016 in the Circuit Court:

"MS. REDDINGTON: Number one, Dulberg vs. Gagnon. Shoshan Reddington for the defendant.

We have (indiscernible) scheduled for 12-8.

THE COURT: Okay.

MS. REDDINGTON: We'd like to have a status date after that date.

THE COURT: What date works for you? You said December 8?

MS. REDDINGTON: December 8." (Exhibit X10 Page 2 Lines 2-10)

14. On 8/10/2016, in violation of the automatic stay, Judge Meyer of the 22<sup>nd</sup> Circuit Court entered an 'Agreed Order' that stated "This case is continued on Motion of 'by agreement' to 12/12, 2016 at 9:00am for Status on binding Mediation.". The order also stated "Defendants appear by attorney Reddington". Reddington represented Allstate. The Baudins were not present. (Exhibit X9)

15. Allstate and the Baudins misrepresented Dulberg's wishes to the Circuit Court and claimed they had an agreement to enter into binding mediation on 8/10/2016. Judge Meyer entered the order and pushed the next status date to 12/12/2016, which is 4 days after the scheduled binding mediation date of 12/8/2016. All this was done in violation of the automatic stay.

16. When on 12/12/2016 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 Executed Binding Mediation Agreement executed 4 days earlier on 12/8/2016.
- (b) That Trustee Olsen misrepresented Dulberg's consent to the Bankruptcy Judge on 10/31/2016.
- (c) That Allstate, the Baudins and Trustee Olsen knew Dulberg had no standing to pursue the case 12LA178 while the case was under an automatic stay.
- (d) That Allstate, the Baudins and Trustee Olsen all knew the case 12LA178 proceeded in the Circuit Court in violation of the automatic stay.
- (e) That the Baudins by agreement with Allstate, in violation of the automatic stay, before the Baudins were approved to be hired as special counsel under Trustee Olsen, misrepresented Dulberg as agreeing to Binding Mediation in Circuit Court on 8/10/2016 and asked Associate Judge Meyer to delay the next status hearing to 12/12/2016 after the Binding Mediation was to take place on 12/8/2016.
- (f) That the Baudins' and Allstate's acts in violation of the automatic stay, started laying the groundwork as early as 6/13/2016 and finally set the Binding Mediation date for 12/8/2016 on 8/10/2016 in the Circuit Court. This happened before Trustee Olsen was even appointed to the position on 8/31/2016 and before Trustee Olsen received permission from the Honorable Judge Thomas M. Lynch, to hire the Baudins' as special counsel and permission to enter into the proposed capped Binding Mediation Agreement on 10/31/2016.
- (g) That the Baudins filed their APPEARANCE as REGULAR COUNSEL in 12LA178 on 11/6/2015 in violation of the automatic stay.
- (h) That there is no APPEARANCE filed by the Baudin Defendants that is not VOID in case 12LA178.
- (i) That the Baudin Defendants' failed to file an APPEARANCE to represent the bankruptcy estate in case 12LA178 after being hired as special counsel by Trustee Olsen.
- (j) That Trustee Olsen received permission from the Bankruptcy court to enter into the proposed Binding Mediation Agreement and later made a choice and Trustee Olsen did not act and sign on the advice of his special counsel the Baudins.
- (k) That Trustee Olsen did not "pursue" and "exercise control" over the claim/asset and in doing so Abandoned the asset and it reverted back to the DEBTOR.
- (l) The Baudin Defendants were approved and hired as Special Counsel for the Estate and in such a capacity had no standing to execute a Binding Mediation Agreement for the DEBTOR.
- (m) The only party with standing over abandoned assets is the DEBTOR.

(n) That there can be no agreement between Allstate and the Baudin Defendants acting as counsel for the bankruptcy estate to have the case dismissed with prejudice in the circuit court on 12/12/2016 since the Baudins failed to file any appearance anywhere that is not VOID and had no standing since they did not represent the DEBTOR.

(o) Trustee Olsen and the Baudins collected the monies paid out by Allstate after BANDONING the ASSET that then reverted back to the DEBTOR.

17. Dulberg clearly did not know any of this fraud took place when awarded \$660,000 in the capped Binding Mediation but Allstate, Trustee 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), (g), (h), (i), (j), (k), (l), (m), (n), (o) 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) through (o) (from paragraph 26).

18. The Olsen Defendants, the Baudin Defendants, and Allstate Defendants have been alleged to have committed fraudulent actions and the limitations periods do not begin until the fraud is discovered pursuant to the discovery rule [emphasis added] said fraudulent activities were discovered on 10/28/2022 when Defendant ADR SYSTEMS OF AMERICA, LLC. submitted its file copy of the Binding Mediation Agreement allegedly executed on 12/8/2016 and Plaintiff Dulberg found his signature on a document he never signed. Dulberg had no standing authority to sign as the only person given authority to enter into the capped Binding Mediation Agreement by order of the Honorable Thomas M. Lynch was Bankruptcy Trustee Olsen on 10/31/2016.

19. The Statute of Limitations for fraud is 5 years as follows: (Exhibit X11)

20. ADR SYSTEMS OF AMERICA, LLC. was originally approached by Allstate and/or the Baudins. Both the Baudins and Allstate knew that Dulberg had no standing to pursue the case after he initially filed for bankruptcy. Both the Baudins and Allstate knew that the case was under the automatic stay and could not move forward without permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division.

21. When the Baudins approached ADR Systems of America, the Baudins were not retained as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg. ADR SYSTEMS OF AMERICA, LLC., by acting and inputting effort to craft the capped (\$300,000) proposal and by producing the capped (\$300,000) proposal in the form of a Binding Mediation Agreement, were also acting in violation of the automatic stay. All three parties (the Baudins, Allstate and ADR SYSTEMS OF AMERICA, LLC.), working in violation of the automatic stay, were creating the groundwork for changing and limiting/capping the value of an asset in a Federal Bankruptcy Estate. These three parties, The Baudins, Allstate and ADR SYSTEMS OF AMERICA, LLC. should not be allowed to profit from their acts in violation of the automatic

stay.

22. As stated in *Re Enyeti*:

It is well established in case law that acts taken in violation of the automatic stay imposed under section 362(a) of the Bankruptcy Code are deemed void ab initio and lack effect. See *Middle Tenn. News Co., Inc. v. Charnel of Cincinnati, Inc.*, 250 F.3d 1077, 1082 (7th Cir. 2001) ("Actions taken in violation of an automatic stay ordinarily are void."); *York Ctr. Park Dist. v. Krilich*, 40 F.3d 205, 207 (7th Cir. 1994) (judgment issued against debtors without a modification of the automatic stay must be vacated); *Matthews v. Rosene*, 739 F.2d 249, 251 (7th Cir. 1984) (orders issued in violation of automatic stay provisions of Bankruptcy Code ordinarily are void); *In re Benalcazar*, 283 B.R. 514, (Bankr.N.D.Ill. 2002) (same); *Garcia v. Phoenix Bond Indem. Co. (In re Garcia)*, 109 B.R. 335, 340 (N.D.Ill. 1989) ("[T]he fundamental importance of the automatic stay to the purposes sought to be accomplished by the Bankruptcy Code requires that acts in violation of the automatic stay be void, rather than voidable. Concluding that acts in violation of the automatic stay were merely voidable would have the effect of encouraging disrespect for the stay by increasing the possibility that violators of the automatic stay may profit from their disregard of the law, provided it goes undiscovered for a sufficient period of time."). See also *Hood v. Hall*, 321 Ill.App.3d 452, 254 Ill.Dec. 470, 747 N.E.2d 510, 512 (2001) ("There is no question that judgments entered in violation of the automatic stay in bankruptcy are void ab initio . . . and that void judgments may be attacked at any time."); *Concrete Prod, Inc. v. Centex Homes*, 308 Ill.App.3d 957, 242 Ill.Dec. 523, 721 N.E.2d 802, 804 (1999) ("[A]cts in violation of the section 362(a) automatic stay are void ab initio.")

23. From August 31, 2016 Bankruptcy Trustee Joseph Olsen was the sole party with standing as plaintiff in the PI (Personal Injury) 12LA178 case. Some time before October 4, 2016 Bankruptcy Trustee Olsen came to have a complete legal theory on the PI (Personal Injury) 12LA178 case and a decided plan of action. It appears Bankruptcy Trustee Joseph Olsen's legal theory came from the Baudins. It is the same ADR SYSTEMS OF AMERICA, LLC.'s proposal of the capped Binding Mediation Agreement the Baudins were trying to get Dulberg to accept since July 18, 2016 in violation of the automatic stay, without permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division and without being hired as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg. Bankruptcy Trustee Joseph Olsen did not hire the Baudins as special counsel until October 31, 2016. Bankruptcy Trustee Joseph Olsen should not be allowed to profit from nor use void acts done in violation of the automatic stay.

Pages of the same ADR SYSTEMS OF AMERICA, LLC.'s proposed capped (\$300,000) Binding Mediation Agreement appeared on 12/08/2016 in altered form and with Dulberg's signature placed on the document without Dulberg's permission. This latter document is what ADR SYSTEMS OF AMERICA, LLC. enforced as a contract and what they released to Dulberg on October 28, 2022.



24. On December 12, 2016 the following exchange took place in the Illinois 22nd Judicial Circuit Court between Allstate attorney Shoshan Reddington and Associate Judge Thomas A. Meyer (The Baudins were not present):

UNIDENTIFIED VOICE: Number five, Dulberg. I talked to Baudin & Baudin this morning -- or Baudin Law Group, and Randy Baudin indicated to me he's going to be in another county and his wife's out of state, but they're agreeable with me getting a dismissal with prejudice based on the fact that we've had a binding mediation on Thursday and we're expecting an award.

THE COURT: Wonderful. All right.

UNIDENTIFIED VOICE: Thank you.

THE COURT: I'll be curious what the award was. All right. Thank you.  
(Exhibit #) CC-Civil - 12LA000178 - 3\_2\_2022 - - - REOP - - (3).pdf

25. On December 12, 2016 a court order was entered in the 12LA178 case by Associate Judge Thomas A. Meyer in the Illinois 22nd Judicial Circuit Court which stated, "Case dismissed with prejudice on Plaintiff's and defendants agreed motion".  
(Exhibit #) 12LA000178--2016-12-12--ORD\_0098.pdf

26. Associate Judge Thomas A. Meyer of the Illinois 22nd Judicial Circuit Court had no jurisdictional authority to enter new orders, entertain motions, accept appearances for 3rd parties that had no standing, etc. that advanced the case 12LA178 after 11/26/2014 without approval from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division. The Baudins improperly filed their appearance as REGULAR COUNSEL in 12LA178 on 11/06/2015. The Baudins never filed their appearance after being approved in Bankruptcy court and hired as special counsel by Trustee Joseph Olsen on 10/31/2016. The Baudins void appearance cannot be used to claim they filed their appearance as regular counsel for the bankruptcy estate in 12LA178 because it was void and they never filed an appearance after being hired as special counsel to the estate. The Baudins never filed an appearance thus never represented the estate as special counsel even though they were approved to be hired on 10/31/2016. All of the Baudins actions, agreements and representations in 12LA178 are VOID from their first action on 11/06/2015 till the case closed on 12/12/2016 even if they were approved to be hired as special counsel by the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division because they never actually filed an appearance that isn't VOID in 12LA178. Judge Meyers 12/12/2016 court order to dismiss the 12LA178 case with prejudice by agreement of the parties STANDS IN QUESTION as to who the agreement was between because there is no appearance on file for the estate of the plaintiff.  
(Exhibit #) 12LA000178--2015-11-06--APE\_0083.pdf

27. The ADR SYSTEMS OF AMERICA, LLC.'s Proposed capped (\$300,000) Binding Mediation Agreement first appeared in the record of BK No. 14-83578 in the 7th Circuit United

States Bankruptcy Court for the Northern District of Illinois, Western Division on October 4, 2016 attached to a motion to enter into binding mediation. Bankruptcy Estate Trustee Joseph Olsen did not receive authority to retain the Baudins until October 31, 2016.

28. It is in this context that the Baudins and Allstate approached ADR SYSTEMS OF AMERICA, LLC. It is in this context that ADR SYSTEMS OF AMERICA, LLC. helped craft the proposal and that the Baudins and Allstate could select from clauses to create the conditions of the ADR proposal. ADR SYSTEMS OF AMERICA, LLC. (possibly unknowingly) facilitated a process which was initiated by seemingly adversarial parties that were both knowingly violating an automatic stay to force Dulberg into a capped (\$300,000) Binding Mediation Agreement against his will, without standing or permission from the Honorable Judge Thomas M. Lynch adjudicating BK No. 14-83578 for the 7th Circuit United States Bankruptcy Court for the Northern District of Illinois, Western Division and without Baudins being hired as special counsel by the appointed and then current Bankruptcy Trustee Megan G. Heeg.

29. In a PI (Personal Injury) case the injured party as plaintiff is the one giving up their right to a jury trial by entering into binding mediation. What assurances does ADR SYSTEMS OF AMERICA, LLC. provide to assure they are not being forced or tricked into doing so? What assurances are provided or acts required to assure the litigating attorneys actually do have their client's permission or the court's permission?

30. The litigating parties are allowed to choose their own clauses for certain parts of the proposal. There are other clauses in the crafted proposal were probably chosen by ADR SYSTEMS OF AMERICA, LLC. and which they consider mandatory. For this proposal to be issued by ADR SYSTEMS OF AMERICA, LLC. with an ADR SYSTEMS OF AMERICA, LLC. letterhead what are the conditions that must be met? Which clauses were chosen by the litigants themselves?

31. In a PI (Personal Injury) litigation case between an injured party and an insurance company the only assurance that the injured party is not being forced into binding arbitration against their will is that their name and signature appears on the signature page or a party with standing to sign for them.

32. In this instant case it appears that ADR SYSTEMS OF AMERICA, LLC. facilitates a process in which an injured party is forced into a capped (\$300,000) Binding Mediation Agreement against their will and that was accomplished with a single forged signature of the injured person, who didn't even have legal standing to sign the agreement, which was easily done. No affidavit to certify that the injured party is in agreement or even had standing to sign nor any other extra verification step was necessary. There was no requirement that any signer initial each page or oath that they had standing to be the signer. Under these conditions is is not difficult for someone to switch out a signature page on the contract and make it appear that a signer is agreeing to all clauses in a contract when the signer didn't even see the contract to be executed and did not know their signature was attached to the executed contract.

**DULBERG IS DISABLED**

33. The Honorable Judge MICHAEL F. OTTO stated, "The brief itself notes that Section 1.06 of

the statute on statutes defines a person under legal disability is a person who -- well, I don't need to read the whole thing, but essentially it refers to individuals who because of mental deterioration or physical incapacity, mental illness, are unable or at least not fully able to manage their person or estates. There is no suggestion whatsoever in the complaint or any of the exhibits to it or the exhibits to the response that that applies to Mr. Dulberg"

34. Dulberg is permanently and fully disabled as of 6/28/2011 as a result of the accident as Administrative Law Judge Lovert F. Bassett of the SSA Office of Disability Adjudication and Review in Evanston, Illinois stated, "I found you disabled as of June 28, 2011 because your impairment or combination of impairments is so severe that you cannot perform any work existing in significant numbers in the national economy." Dulberg received a life threatening injury on 6/28/2011 by being struck by a chainsaw on his dominant right arm. It was in seeking recovery for this injury that the Baudins were originally retained by Dulberg. The Judge erred in dismissing with prejudice when he could have asked for more proof.

35. On 4/4/2016 Dr Kujawa authored a letter addressed to Kelly Baudin in part stating: "As a result of the accident Mr. Dulberg sustained on June 28, 2011, he has lost all fine and gross motor skills in his right hand. Indeed, it is still my opinion that due to the severing of muscles and nerves in this limb, he continues to be left with pain and involuntary muscle spasms", "I have not changed my opinion from the original deposition in 2014 that Mr. Dulberg will continue to need medications to treat his neuropathic pain indefinitely. He will also continue to need periodic physical therapy sessions and we may also revisit both Botox injections in the future. Essentially, there has been no change in his examination due to the trauma in his right and. There has been some improvement in his pain syndrome with gabapentin; however, his pain is by no means resolved with this agent", "Since Mr. Dulberg's injury is indeed permanent with almost a complete loss of gross and fine motor control of his right hand, his injuries will not allow any employment for the rest of his life", "Your inquiry concerning increased risks or long-term affects of his condition is unclear. ... the psychologic and social impact of his inability to work certainly will permanently effect the quality for the rest of his life.", "Concerning my prognosis with respect to his injuries, it is very poor. His motor function in the right hand will not improve and he will be left with permanent pain in his right lower arm. Unfortunately, Mr. Dulberg is permanently disabled from any meaningful employment due to this tragic accident on June 28, 2011." (Exhibit X13)

36. Plaintiff Paul R. Dulberg is also classified by the Illinois Secretary of State to have a class 2A disability as a result of the injuries that occurred on 6/28/2011. A class 2A disability is defined as follows: (Exhibit X14)

37. Acts of fraud or financial exploitation of a person with a disability is further covered under 720 ILCS 5/Art. 17, Subdiv. 35 as 'Miscellaneous Special Fraud' which is defined as follows:

#### SUBDIVISION 35. MISCELLANEOUS SPECIAL FRAUD

(Source: P.A. 96-1551, eff. 7-1-11.)

(720 ILCS 5/17-56) (was 720 ILCS 5/16-1.3)

Sec. 17-56. Financial exploitation of an elderly person or a person with a disability.

(a) A person commits financial exploitation of an elderly person or a person with a disability when he or she stands in a position of trust or confidence with the elderly person or a person with a disability and he or she knowingly:

(1) by deception or intimidation obtains control over the property of an elderly person or a person with a disability; or

(2) illegally uses the assets or resources of an elderly person or a person with a disability.

(b) Sentence. Financial exploitation of an elderly person or a person with a disability is: (1) a Class 4 felony if the value of the property is \$300 or less, (2) a Class 3 felony if the value of the property is more than \$300 but less than \$5,000, (3) a Class 2 felony if the value of the property is \$5,000 or more but less than \$50,000, and (4) a Class 1 felony if the value of the property is \$50,000 or more or if the elderly person is over 70 years of age and the value of the property is \$15,000 or more or if the elderly person is 80 years of age or older and the value of the property is \$5,000 or more.

(c) For purposes of this Section:

(1) "Elderly person" means a person 60 years of age or older.

(2) "Person with a disability" means a person who suffers from a physical or mental impairment resulting from disease, injury, functional disorder or congenital condition that impairs the individual's mental or physical ability to independently manage his or her property or financial resources, or both.

(3) "Intimidation" means the communication to an elderly person or a person with a disability that he or she shall be deprived of food and nutrition, shelter, prescribed medication or medical care and treatment or conduct as provided in Section 12-6 of this Code.

(4) "Deception" means, in addition to its meaning as defined in Section 15-4 of this Code, a misrepresentation or concealment of material fact relating to the terms of a contract or agreement entered into with the elderly person or person with a disability or to the existing or pre-existing condition of any of the property involved in such contract or agreement; or the use or employment of any misrepresentation, false pretense or false promise in order to induce, encourage or solicit the elderly person or person with a disability to enter into a contract or agreement. The illegal use of the assets or resources of an elderly person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of a fiduciary relationship, fraud, deception, extortion, or use of the assets or resources contrary to law.

A person stands in a position of trust and confidence with an elderly person or person with a disability when he (i) is a parent, spouse, adult child or other relative by blood or marriage of the elderly person or person with a disability, (ii) is a joint tenant or tenant in common with the elderly person or person with a disability, (iii) has a legal or fiduciary relationship with the elderly person or person with a disability, (iv) is a financial planning or investment professional, (v) is a paid or unpaid caregiver for the elderly person or person with a disability, or (vi) is a friend or acquaintance in a position of trust.

(d) Limitations. Nothing in this Section shall be construed to limit the remedies available to the victim under the Illinois Domestic Violence Act of 1986.

(e) Good faith efforts. Nothing in this Section shall be construed to impose criminal liability on a person who has made a good faith effort to assist the elderly person or person with a disability in the management of his or her property, but through no fault of his or her own has been unable to provide

such assistance.

(f) Not a defense. It shall not be a defense to financial exploitation of an elderly person or person with a disability that the accused reasonably believed that the victim was not an elderly person or person with a disability. Consent is not a defense to financial exploitation of an elderly person or a person with a disability if the accused knew or had reason to know that the elderly person or a person with a disability lacked capacity to consent.

(g) Civil Liability. A civil cause of action exists for financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this Section. A person against whom a civil judgment has been entered for financial exploitation of an elderly person or person with a disability shall be liable to the victim or to the estate of the victim in damages of treble the amount of the value of the property obtained, plus reasonable attorney fees and court costs. In a civil action under this subsection, the burden of proof that the defendant committed financial exploitation of an elderly person or a person with a disability as described in subsection (a) of this Section shall be by a preponderance of the evidence. This subsection shall be operative whether or not the defendant has been charged or convicted of the criminal offense as described in subsection (a) of this Section. This subsection (g) shall not limit or affect the right of any person to bring any cause of action or seek any remedy available under the common law, or other applicable law, arising out of the financial exploitation of an elderly person or a person with a disability.

(h) If a person is charged with financial exploitation of an elderly person or a person with a disability that involves the taking or loss of property valued at more than \$5,000, a prosecuting attorney may file a petition with the circuit court of the county in which the defendant has been charged to freeze the assets of the defendant in an amount equal to but not

greater than the alleged value of lost or stolen property in the defendant's pending criminal proceeding for purposes of restitution to the victim. The burden of proof required to freeze the defendant's assets shall be by a preponderance of the evidence.

(Source: P.A. 101-394, eff. 1-1-20; 102-244, eff. 1-1-22.)