

Date : 11/26/2022 9:15:49 AM

From : "Paul Dulberg"

To : "Alphonse Talarico"

BCc : "Paul Dulberg"

Subject : BK Trustee owes duty to - Unfinished - points on Baudin and Olsen complaint

Dear Mr Talarico,

I was going to hold off on providing the but because the issue of who the trustee owes a duty to has come up I believe it is best to send this now because we attempt to spell that out in the text below:

BAUDINS AND OLSEN

Dulberg called the office of Baudin & Baudin a few times, but nobody called back.

Dulberg's mother knew that Randall Baudin Sr had represented Scott Dulberg a few years back and she recommended Randall Baudin Sr to Dulberg.

Dulberg along with his mother (Barbara Dulberg) and brother Tom Kost went to meet with Randy Baudin Sr at Baudin & Baudin to discuss possible representation.

Upon entering the office of Baudin & Baudin, Dulberg met with a receptionist who called herself Myrna who introduced Dulberg to Randy Jr and Kelly Baudin attorneys of the firm.

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

A meeting took place.

Dulberg's fee agreement is with Baudin & Baudin (attached - Dulberg 002620) which at the time was located at: 2100 Huntington Dr., Suite C Algonquin IL. 60102

W. Randall Baudin II and Kelly Baudin belong to Baudin Law Group, Ltd. which at the time was located at: 304 McHenry Ave, Crystal Lake, IL 60014

Many Emails with Myrna Thompson aka Myrna Boyce their secretary are from myrna@blgltd.com and myrna@lawbaudin.com with the logo of Baudin Law Group Ltd.

Emails with Randy Baudin Jr are from randybaudin2@gmail.com

Emails with Kelly Baudin are addressed kelly@lawbaudin.com

Other emails used copier@blgltd.com

Dulberg clearly informed W. Randall Baudin Jr and Kelly Baudin at their opening meeting that he intended to take the case to trial and after what happened with Popovich, Mast and Bulke, he did not want an attorney who was not willing to take the case against Gagnon to a jury trial.

W. Randal Baudin II and Kelly Baudin agreed to take the case to trial if necessary.

At their first meeting Dulberg gave W. Randal Baudin II and Kelly Baudin 2 different packets of case files, one in a box from Bulke and the other from the Popovich Law Firm in a brown jacket folder. W. Randal Baudin II and Kelly Baudin did not want the box of files from Bulke and took only the organized brown jacket folder.

On September, 22, 2015 Dulberg hired Baudin & Baudin, W. Randal (Randy) Baudin II and Kelly Baudin to represent him in prosecuting his claims against Gagnon. exhibit - fee agreement

W. Randal Baudin II, Kelly Baudin, and Baudin & Baudin entered into an attorney client relationship with Dulberg.

Based upon the attorney client relationship, W. Randal (Randy) Baudin II, and Kelly Baudin, and Baudin & Baudin owed professional duties to Dulberg, including a duty of care.

Popovich hid key documents that supported the version of events of the day of the chainsaw accident told by Dulberg and contradicted the version of events told by Gagnon, Carolyn McGuire, and Bill McGuire from Dulberg, the opposing counsel, and Dulberg's future attorneys, including the Baudins.

A \$7,500 offer made by Popovich and Mast on October 22, 2013 in Dulberg's name to settle the case with the McGuires was not included in the brown jacket folder (or the box of files) because Popovich and Mast did not include it.

A pharmacy receipt with the time of prescription pick up given to Mast by Dulberg at their first meeting on December 1, 2011, which was a key piece of evidence corroborating Dulbergs version of events on the day of the chainsaw accident and directly contradicting the version of events told by Gagnon, Carolyn McGuire and Bill McGuire, was also not included in the brown jacket folder (or the box of files) because Popovich and Mast did not include it.

Upon reviewing Dulberg's case against Gagnon, W. Randal Baudin II and Kelly Baudin knew or should have known that on February 1, 2013 a counterclaim was filed against Gagnon by the McGuires on February 1, 2013.

W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon has never filed an answer to the McGuires's counterclaim.

W. Randal Baudin II and Kelly Baudin knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting the facts stated in the counterclaim were true. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast. The Baudins never told this to Dulberg.

W. Randal Baudin II and Kelly Baudin never asked Gagnon's counsel for the answers to interrogatories. The Baudins never informed the judge that they never received Gagnons answers to interrogatories.

On July 15, 2016 at 2:22 PM Defendant W. Randall 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"

On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

On July 15, 2016 at 2:29 PM Defendant W. Randall 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."

On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Still on for tonight?"

On July 18, 2016 at 4:26 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes sir."

On July 18, 2016 W. Randal Baudin II and Kelly Baudin invited Dulberg and his mother, Barbara Dulberg, to dinner at Jamison Charhouse

At the dinner...

On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

On July 18, 2016 at 8:56 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "No we have the dr reports. You can tell the judge about it in mediation as well. More informal and you can get more info in without being restricted by rules of evidence. And I can't promise in a trial they won't bring the felony drug charges up. Believe me the binding mediation is the best route. We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

On July 18, 2016 at 9:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "We are in the best spot now with the momentum on our side and being able to present your case in mediation without any new testimony from defendant"

On July 18, 2016 at 10:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If we went to trial I'm not worried about those drug charges. I've had to explain myself about that for decades. It's pretty simple, I screwed up at a young age, was honest about it, admitted my wrong and took my punishment. Then I moved on with life, worked hard for 17 years for many employers in this county who all have nothing but good things to say about my time with them while at the same time I created a legitimate business that lasted 12 years till this incident. I believe my past felony will be a non issue because it actually shows a lot about my character, being honest when I'm in the wrong is something most people won't do even if being honest cost me a few years. If Allstate does bring it up, their own client did the same thing only worse, he and his whole family was caught dealing drugs only to underage kids and he was the ringleader. They were just lucky that when they got caught it was before mandatory sentences for those offenses were in place. but it doesn't change what they did, exploiting underage children with drugs for money is far worse than my simple possession charge. I have the actual police reports if we need them. If this does go to trial, Allstate lawyers had better read the depositions of their client and his family. if they do I don't believe their going to put their client or anyone from his family on the stand just to purger themselves over and over again in front of a jury unless the want to lose. All they have is possibly some dr who isn't impartial questioning the results of the dr's I was sent to see. In the end after the Dr's have it out on the stand all that remains is me who nearly died, had 40% of my arm severed and the edges turned to hamburger by a chainsaw then just stitched back together with a few threads with hope that I might get some use yet. Well I do have limited use but it's not enough to do the daily functions we all need to do in order to take care of ourselves and it doesn't take a Ph.D. to see or understand that a chainsaw does that. Ok, I realize I just ranted a lot but its all good. I'll let you know in the morning"

On July 18, 2016 at 10:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "You will have an answer tomorrow"

On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II 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?"

On July 19, 2016 at 3:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Both Handled the same as trail."

On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant W. Randall 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?"

On July 19, 2016 at 7:06 AM Defendant W. Randall 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 On

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"

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."

On July 19, 2016 at 8:10 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I just read the statute on arbitration and it seems to me that your fees and all the costs can be agreed to in advance with the exception of fees for the arbitration itself. I need to feel that there is something covered. Particularly the monies we already laid out otherwise just the momentum in our favor isn't enough because the momentum has always been in our favor. It doesn't hurt to ask Allstate if they would agree to pay these separate from the award"

On July 19, 2016 at 8:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "In essence Allstate is already setting terms on us not to go after their clients personal assets. Irregardless if their are any assets. So I think it's only fair that they cover fees and costs in advance"

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?"

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"

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."

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"

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."

On July 20, 2016 at 8:43 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, I have to ask about rules of evidence in a trial vs. arbitration I know that you said it gives me the personal ability to talk with the arbiter about things that would not be allowed at a trial. My question is, is that a two way street, can the defense pull crap that would never be allowed at trial?"

On July 20, 2016 at 10:00 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "They have no ammo. We have dr opinion unscathed and tree expert unscathed bad guy won't be there you will. So we have advantage"

On July 20, 2016 at 10:21 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Will there be some sort of gag order on me? In other wards does this stop me from talking about it in the future?"

On July 20, 2016 at 10:56 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Yes, no?"

On July 20, 2016 at 11:03 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I doubt there will be any type of confidentiality clause as a part of the settlement"

On July 20, 2016 at 11:05 AM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Can depositions be used?"

On July 20, 2016 at 11:06 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes"

On July 20, 2016 at 11:07 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Can phone, text, emails, videos or audio recordings be used?"

On July 20, 2016 at 11:09 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "There aren't any restrictions on what we say or do with the judge when we are with him in private. He will give it as much weight or credibility as he sees fit, but we can do or say whatever we want to him when we meet. Unlike a trial"

On July 20, 2016 at 11:11 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Can video or phone calls be used by us or the defense to reach outside the proceeding to clarify or substantiate any claims made by us or them"

On July 20, 2016 at 11:20 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Correction; can video or phone calls be made during the proceedings that can Clarify, substantiate or rebuke any claims made? You know what I mean Like you want to call somebody during the preceding"

On July 20, 2016 at 11:22 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "will be of greatest importance is the nature extent and permanence of your injury"

On July 20, 2016 at 11:23 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "And just so you understand, as far as the judges concerned I feel that he is going to attribute very little if any negligence to you the matter that he"

On July 20, 2016 at 11:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "From my understanding, they can have an army of professional witnesses ready at the touch of a button ready to tell the judge anything they wish? Is this a possibility?"

On July 20, 2016 at 11:31 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If we go to trial they sure will. They have no IME they have no rebut to tree expert. Again we are in the best position now to get the maximum recovery"

On July 20, 2016 at 11:34 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Yes but they can call anyone or produce in writing anything they wish with no restrictions at the arbitration correct"

On July 20, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "They could. But we will be there to refute anything. Again, the actual person, you. Not a document."

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."

On July 20, 2016 at 11:45 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "So they can bring the defendants in via phone, video, text etc... Even if they are not in the physical location nor listed as anyone attending?"

On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Show Sean will be there in an adjuster will be there either by telephone or in person. She will present a submission to the judge laying out there view of the case. Then she will speak their behalf and argue from the depositions that have already been presented. There's not going to be any testimony given"

On July 20, 2016 at 11:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Also, if they're in a separate room and we are not privy to anyone their conversation how can we refute what's going on?"

On July 20, 2016 at 11:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "during this proceeding. We can talk to him in private but there's no questioning no answers no cross-exam. You're really overthinking this. Just stop and listen to your lawyers' advice that's why you hire us."

On July 20, 2016 at 11:48 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "The judge will tell us what their arguments are and he will tell them what our arguments are. Did we tell the judge why we think that's not true, and conversely they do the same"

On July 20, 2016 at 11:51 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm going into a meeting. I will have about five minutes coming up in an hour, during that time I have to have an answer. I ask that you believe in us and what we've done for you so far, we haven't misled or put you down the wrong path, just have faith."

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

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."

On July 20, 2016 at 1:49 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Was that response garbled broken up text or did it go through ok?"

On July 20, 2016 at 3:59 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "You available to talk with your mother as well on the phone in a half hour or so"

On July 20, 2016 at 3:59 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Tomorrow morning, 9am, judge Meyers?"

On July 20, 2016 at 4:00 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Yes but on the phone in a half hour"

On July 20, 2016 at 4:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Yes on the phone in a half hour is ok but mom is off with grandkids"

On July 21, 2016 at 12:41 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Think you two can get me that copy of the policy soon?"

On July 21, 2016 at 6:28 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Randy, please read page 1 coverage cushion of the gagnon policy. It extends coverage to 120% That's 60k more"

On July 21, 2016 at 6:37 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Page 2 guest medical may be an extra 1k"

On July 21, 2016 at 7:00 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Please let Kelly know that I want the high end of the Adr policy limit increased by 20% along with adding 20% to and judgement below the high end limit"

On July 21, 2016 at 7:09 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Oh yeah, your thoughts of him being dropped is a joke. His Gold coverage says he cannot be dropped no matter how many claims are made. Just thought you'd like to know that. You really should read the policy"

On July 27, 2016 at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Just so you know, just received a letter from the Social Security Administration and its a Notice of Affirmation and order of Appeals Council Remanding Case back to the Administrative Law Judge"

On July 27, 2016 at 11:14 AM
Great

On July 27, 2016 at 11:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Thank goodness that I kept the right to review by an appeal"

On July 28, 2016 at 6:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, If there was some sort of business contract between Gagnon and his Parents why couldn't any of them even come close as to what the terms were? Secondly, where are the cashed checks or contract? I was there the day this happened. I didn't hear anything that sounded like it was more than a son doing work for his parents as a favor. Nothing more. This seems to me to be yet anything that sounded like it was more than a son doing work for his parents as a favor. Nothing more. This seems to me to be yet another ploy to negate their financial responsibility and was conceived of after the fact."

On July 28, 2016 at 6:24 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If I remember correctly, David said in his dep that he was elected to do the work. Why say elected if he was contracted?"

On July 28, 2016 at 6:47 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Sorry, I'm driving and it looks garbled again. But it says if there's an agreement or contract so I'm guessing, if he knows what is not going to give you coverage, he will testify that way. But he has already testified that he was receiving \$15 an hour, and that you were going to get the same. What you get is a relevant or what you got, and I know you didn't get paid. It's also irrelevant whether or not he actually got paid, especially in light of how it turned

out, I guess it's just whether or not there was an agreement and it didn't have to be in writing. If at trial, they all say that there was some agreement or in an action to exclude coverage before trial, i'm guessing they're all going to be on the same page. The issue as to whether or not there is coverage, is different from the trial. That's a trial before the trial and that is something that we would have to win."

On July 28, 2016 at 6:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Since they didn't think enough ahead of the dep to get their storylines straight as to the payment/terms for this supposed agreement I believe that is enough to show there was no agreement and this is just another fabrication. Not unlike the other fabrications created throughout their deps. It is an obvious pattern. Expose it and their done even in front of a conservative jury or a trained judge acting as an bait or or mediator"

On July 28, 2016 at 6:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Bait means arbiter"

On July 28, 2016 at 6:56 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "This issue will not come to fruition and biding mediation. The Allstate in-house lawyers have not put two and two together"

On July 28, 2016 at 6:57 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "They have to prove this claim and they can't."

On July 28, 2016 at 7:00 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Am I allowed to make erroneous claims without proof? If not, why would their erroneous claims without proof be allowed?"

On July 28, 2016 at 7:02 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It would be something called dec action which would be brought by ALLSTATE. Yes evidence would be presented but there aren't any guarantees regarding what the judge would decide"

On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I'm sure any experienced judge would see this for what it is. A fraudulent attempt to negate any and all financial responsibility for the wreck less actions committed that day. They have no proof other than the words of those who already lied under oath"

On July 28, 2016 at 7:06 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Dozens of times"

On July 28, 2016 at 7:11 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm sure a rational experience judge would think so, but those are few and far between. That's why the law books are full of appeals. The legal system is not fair, and not rational. Otherwise things could just be input into a computer and the answer would spit out."

On July 28, 2016 at 7:13 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If someone hits you with their car does it matter if they were being paid to drive that car? If not how is this any different?"

On July 28, 2016 at 7:14 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Actually that does, a lot of car policies exclude paid for hire. Also, every type of policy affords different types of coverage and has different exclusions so homeowners policies are different than car policies"

On July 28, 2016 at 7:18 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I have a question that's related but different. Why were the defendants privy to my deposition prior to giving their own? Carol slipped in her dep and said things she couldn't have known unless someone coached her and gave her inside information about my deposition. If this happened, and clearly it is, what's to say they weren't coached to claim this was a contract just so he insurance company had an out?"

On July 28, 2016 at 7:20 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm not sure who would've coached them because if this was an issue that ALLSTATE realized it would've been dealt with a long time ago"

On July 28, 2016 at 7:21 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "When it smells foul, it's foul"

On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Defendants certainly are foul."

On July 28, 2016 at 7:23 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Look, they claim it's a contract but when asked the details non of the parties supposedly involved with the contract can get any of the details even remotely the same. Like I said this is a ploy and nothing more"

On July 28, 2016 at 7:25 AM Yeah I'm not sure I don't know. Could be dabbng if they have a canceled check or something from previous work to say hey look we've paid him for doing stuff around the house before. But even if not you would have testimony that they had an agreement. Whether or not it's true is another story

On July 28, 2016 at 7:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ploy means rouse"

On July 28, 2016 at 7:28 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they had a check it should have been entered into evidence by now. Since they don't too bad for them."

On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That would be a separate action. Nobody has even raised the issue of payment whether he's liable or not is"

On July 28, 2016 at 7:29 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "One issue. Whether or not there is coverage is a separate completely separate action that would be between ALLSTATE and him"

On July 28, 2016 at 7:30 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Since when is it ok to entertain unsubstantiated claims this far along with no evidence any of it it remotely true"

On July 28, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I just had to go back to carols dep. she claimed she gave money to David so he had something to claim on his taxes, not for the work being performed. David claims an hourly wage and the father, Bill claimed Carol gave him a pair ago pants. Probably a gift as a thank you. None of these things are even close to being the same but all are suggestive and not proof of anything because their so vastly different"

On July 28, 2016 at 7:53 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I am more curious who Carol hired to remove the tree and would be more interested questioning that company they were hired prior to the day of the incident. This would go a long way to putting David's claim of a contract to rest"

On July 28, 2016 at 7:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's not even a contract it was just an agreement that doesn't have to be something formal written it's like hey I'll pay you some money to take the tree down. Headed into a meeting. I'll keep you up-to-date on any new information"

On July 28, 2016 at 8:25 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If Carol, as she claimed, had previously entered into a contract with a real professional tree removal company why would she also agree to pay her son to remove the same tree? Unless, this is some sort of afterthought in an attempt to find ways of not paying for the damage they caused. They cannot play both sides of the street at the same time. They lied about this just as they lied about other things that happened that day all attempts to lessen the amount of damage done to me and lessen their responsibilities and misdirect blame and responsibility"

On July 28, 2016 at 8:26 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "The

patterns are obvious and easily proven to be lies"

On July 28, 2016 at 9:37 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "From Carol knowing what I said in my Deposition, claiming the hospital and doctors gave her my personal medical information to the claims that she entered into some sort of verbal agreement with her son for business purposes sounds more like insurance company lawyers entering into an verbal agreement with their clients to skew the truth so they have some sort of out in exchange for representation in court."

On July 28, 2016 at 9:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If that's the case almost any claim made against an insurance policy can be thrown out based on verbal agreements with no proof to back up the story or lies being told"

On July 28, 2016 at 9:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I see this a a malicious attempt to get away with little or or no consequences and just makes me want to expose all of this to a jury even more"

On July 29, 2016 at 9:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Any chance Myrna can send me that asset report today? Also, there may be another asset that won't show up on his report. Rumor has it that David Gagnon had an auto accident and had to undergo some sort of surgery on his back and is in the process of suing for his injury."

On August 2, 2016 at 3:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "What is a bad faith letter?"

On August 2, 2016 at 5:30 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Has one been sent to the Allstate adjusters?"

On August 8, 2016 at 8:29 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "What is happening this Wednesday in court now that Allstate is getting their independent medical exam in September or October?"

On August 12, 2016 at 9:22 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, Ok, it's driving me bananas over here, I'd like to know exactly what it is about the medical that's the issue in my case? Please call me with the details soon and let's discuss what's best. Thanks, Paul"

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"

On September 6, 2016, Megan G. Heeg filed a "MOTION TO APPROVE ATTORNEYS FEES AND COSTS AS AN ADMINISTRATIVE CLAIM"

"2. Previously, Megan G. Heed, had been the Chapter 7 case Trustee of the above-referenced case, but this case was recently assigned to a new trustee."

"3. The employment of the law firm Ehrmann Gehlbach Badger Lee & Considine, LLC was approved by the Court on May 27, 2015."

"8. The time period covered by this application is from November 26, 2014 through September 28, 2016."

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". exhibit

The affidavit is an agreement between the bankruptcy trustee and the Baudin Law Group, Ltd. signed by W. Randall

Baudin on behalf of the Baudin Law Group.

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 Applicationb 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 nterest 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."

Setion 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."

On October ##, 2016 W. Randal Baudin II and Kelly Baudin informed 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 and Kelly Baudin informed Dulberg that the bankruptcy judge had the authority to order the process into a mediation agreement without Dulberg's consent, and the judge had already ordered the case into mediation.

On October 4, 2016 Dr Craig Phillips issues report. He wrote: "He states he is not sure of the exact date, but on the date in question he was holding a tree branch at his neighbor's house to help David, his neighbor's son, cut the tree branch with a chainsaw. He stated he was holding a pine tree branch, which was a few inches thick, s!ill_attachedto the tree.and while David was cutting the branch", be inadvertently cut Mr. Dulberg's right forearm."

On page 6 Dr Craig Phillips writes:

"Dr. Talerico:

According to the medical records from MidAmerica Hand to Shoulder, Mr. Dulberg was seen by Dr. Talerico on December 2, 2011. His history is a 41-year-old male, right hand dominant, referred by Dr. t11, Levin, MD, neurologist, for evaluation of an injury sustained to the right medial forearm in June 2011.

,;)-'.1.- was u_sin9a chainsaw when he accidentally struck the volar medial aspect of his right forearm in roughly the mid forearm range with a chain saw. He had a large open wound down to muscle."

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"

On October 21, 2016 at 1:47 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Hi Randy, looks like that board certified dr is quite the fabricator. He Should have a degree in creative writing rather than Dr.ing. Wish we had videotaped that because I'd post the video on the web right along side his report and let his patients see what he really is"

On October 21, 2016 at 1:54 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Myrna said your forwarding the report to dr Kujawa. That's good but I don't think we need it to prove Phillips an outright liar who can't pay attention to details. Hmmm... Makes me wonder who the hell passed him in med school"

On October 21, 2016 at 1:58 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Where did he come up with that line that the branch was still attached to the tree?"

On October 21, 2016 2:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "That's not from anyone's deposition and you were there so you know I gave absolutely no details other than to say that basically a man walked over and used a chainsaw on me."

On October 21, 2016 at 2:03 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "He has quite the imagination claiming I said any of the crap in his report"

On October 21, 2016 at 2:05 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "I have to look up what board certified Phillips because they deserve to know what a liar this guy is."

On October 21, 2016 at 2:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok enough ranting for now. Let's get together and go over this report"

On October 21, 2016 at 2:08 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "While the memories are still fresh"

On October 21, 2016 at 2:15 PM Plaintiff Dulberg sent a text message to W. Defendant Randall Baudin II stating: "Why write a history at all if it's all fabricated? Why say I told him stuff when I did not? Why Lie? This is about as unprofessional as it gets. Phillips should be made an example of. Sure you don't want the chance to cross examine this guy? I sure do"

On October ##, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court. exhibit

On October 31, 2016 Trustee Olsen appeared before bankruptcy judge ## and

MR. OLSEN: Good morning, Your Honor. Joseph Olsen, trustee. This comes before the Court on two motions. One is to authorize the engagement of special counsel to pursue a personal injury litigation, I think it's in Lake County, involving a chainsaw accident of some sort. And then, presumably, if the Court grants that, the second one is to authorize the estate to enter into -- I'm not sure what you call it, but binding mediation. But there's a floor of \$50,000, and there's a ceiling of \$300,000.

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

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

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

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

THE COURT: Okay.

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

THE COURT: It's a bar that's generally pretty creative. And my apologies. I saw the affidavit, but you did have the agreement attached, and one was in front of the other. And the agreement is just as you describe it. It appears to be reasonable, and so I'll approve the application. Tell me about this binding mediation. It's almost an oxymoron, isn't it?

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

THE COURT: Interesting.

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

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

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

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

MR. OLSEN: Correct.

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

MR. OLSEN: Thanks, Your Honor.

On October 31, 2016 an order was issued by bankruptcy judge:

"ORDER

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion for Authority to Enter into a "Binding Mediation Agreement", the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises: IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to enter into a "Binding Mediation Agreement" as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein."

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."

On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."

On ### W. Randal Baudin II and Kelly Baudin 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.

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.

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

When Paul Dulberg and Barbara Dulberg were sitting alone in a room waiting, Dulberg read a document left on the table. The document was written by Lanford. (exhibit).

The document contained this comment: "..."

The adr judge ordered an award of \$560,000 (exhibit)

W. Randall Baudin II informed Dulberg and Barbara Dulberg that the opposing attorney was angry because she was told the case would be settled for \$50,000.

Dulberg asked W. Randall Baudin II if the document by Lanford was true. W. Randall Baudin II said, "That's what it says".

Dulberg mentions Malpractice against Popovich to Baudin (for the first time?)

W. Randall Baudin II responded, "...".

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

(actual date probably December 21, 2016) at 11:14 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Myrna says I'm to meet you in McHenry, when and where?"

On December 21, 2016 at 11:16 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I'm just heading to Panera to meet with a client on the route 31. You're welcome to come in anytime and I can tell the gentleman I have to run out to the car and have you sign something I can meet you too at your car so come at your leisure I should be here for at least A half hour"

On December 21, 2016 at 11:20 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Will be there in approx 15 min"

On December 21, 2016 at 11:39 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "You here?"

On December 21, 2016 at 11:41 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "Here"

On December 21, 2016 at 1:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Why would Allstate need a signed release when they agreed to let the arbitrator decide what is final and not this afterthought of an agreement?"

On December 21, 2016 at 1:02 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Or I mean release?"

On December 21, 2016 at 1:04 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "The arbitrator did not set these terms. Why are they modifying our original agreement"

On December 21, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "That's just typically what they do is have the release even though there's an award. I have a call into Gooch he's in depositions"

On December 21, 2016 at 1:06 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Ok, but don't send in that document till we get this worked out. As of now I'm withdrawing my signature till we have something that works."

On December 21, 2016 at 1:08 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "If I get the go ahead from Tom, we should be fine, is the one handling that case. I think it has no effect, but he's the one prosecuting the other case while wait to hear what he says"

On December 21, 2016 at 1:10 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Allstate has no business extending letting their client off to letting everyone off. What if I find out one of the surgeons left something inside me? This should just release the policy they represented at the ADR. Nothing more"

On December 21, 2016 at 1:12 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "It's boiler plate, fill in the blank language. They didn't write this specifically for you it's just what they use in all cases"

On December 21, 2016 at 1:14 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Anyone agreeing to their fill in the blank form after the ADR agreement is nuts. I expect them to fulfill their ADR agreement with or without this release"

On December 21, 2016 at 1:15 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "If they wanted this as part of the agreement it should have been done prior to the binding ADR mediation"

On December 22, 2016 at 7:17 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating: "Morning Randy, I'll be at your office to sign the release sometime between 9-10 am. Wish you could just add the changes Thomas gooch suggested and save the trip but I'll show up just to put my initials on it."

On December 22, 2016 at 8:57 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "I will be stuck in court Myrna has a release"

According to the U.S. Bankruptcy Code, Section 726 – Distribution of property of the estate

(quote)

(a) Except as provided in section 510 of this title, property of the estate shall be distributed—

(1) first, in payment of claims of the kind specified in, and in the order specified in, section 507 of this title, proof of which is timely filed under section 501 of this title or tardily filed on or before the earlier of—

(A) the date that is 10 days after the mailing to creditors of the summary of the trustee's final report; or

(B) the date on which the trustee commences final distribution under this section;

(2) second, in payment of any allowed unsecured claim, other than a claim of a kind specified in paragraph (1), (3), or (4) of this subsection, proof of which is—

(A) timely filed under section 501(a) of this title;

(B) timely filed under section 501(b) or 501(c) of this title; or

(C) tardily filed under section 501(a) of this title, if—

(i) the creditor that holds such claim did not have notice or actual knowledge of the case in time for timely filing of a proof of such claim under section 501(a) of this title; and

(ii) proof of such claim is filed in time to permit payment of such claim;

(3) third, in payment of any allowed unsecured claim proof of which is tardily filed under section 501(a) of this title, other than a claim of the kind specified in paragraph (2)(C) of this subsection;

(4) fourth, in payment of any allowed claim, whether secured or unsecured, for any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the earlier of the order for relief or the appointment of a trustee, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such claim;

(5) fifth, in payment of interest at the legal rate from the date of the filing of the petition, on any claim paid under paragraph (1), (2), (3), or (4) of this subsection; and

(6) sixth, to the debtor.

(end quote)

Dulberg, as the debtor, was a stakeholder in the bankruptcy estate. If the first 5 types of claimants listed in section 726 are paid in full, Dulberg becomes the sole claimant to any remaining money and therefore the sole stakeholder in what remains of the bankruptcy estate.

Randall Baudin II and Kelly Baudin and The Baudin Law Group were retained by the trustee to represent the bankruptcy estate and Dulberg was the sole stakeholder of all funds in the estate once the first 5 types of claimants listed in section 726 have been paid in full. Therefore Randall Baudin II, Kelly Baudin and The Baudin Law Group acting as legal counsel for the estate owed a duty of due care to Dulberg when acting in this capacity.

On December ##, 2016 Dulberg hired legal malpractice attorney Thomas Gooch . exhibit

Dulberg told Gooch that he was forced into binding mediation and he refused to sign any binding mediation agreement.

On December ##, 2016 Gooch wrote a letter to Dulberg in which he wrote: "..."

On January 3, 2017, Trustee Joseph Olsen filed "NOTICE TO CREDITORS AND OTHER PARTIES OF INTEREST" which contains the of binding mediation award and notice of motion to disburse \$117,000 to W. Randal Baudin II and Kelly Baudin and \$15,000 to Dulberg and to pay certain attorneys and medical liens.

On November 7, 2017 at 5:25 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating:

"hi Randy, its Paul Dulberg, just recieved a call from Randy Sr. Please call me. Thanks, Paul"

On November 7, 2017 at 5:48 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating: "What did he want?"

Dulberg later took notes of the conversation from memory. He intended to send the notes to Gooch. He wrote an email to himself to record the notes.

On November 9, 2017 at 6:04:03 PM CST Dulberg wrote an email from the address pdulberg@comcast.net to Paul_Dulberg@comcast.net which states:

To: "Paul_Dulberg@comcast.net" <paul_dulberg@comcast.net>
Reply-To: Paul Dulberg <pdulberg@comcast.net>

Hi Tom,

You wanted to know what Randy Baudin Sr was asking when he called and I said I would need a few hours to unpack what he covered in about a 45 minute call So This is my attempt to unpack it. I felt like i was interrogated.

Below are a few of the key points that stick out to me. they are in no particular order and the wording is not exact because his questions were fast and he was jumping from subject to subject, its just some of the things I remember him saying and asking as well as how I replied.

Randy Baudin SR. was all over the board with his questions and this is my best recollection of the call. He did wake me from a dead sleep with the call and caught me completely off guard. In retrospect, I was not prepared for this and some of the questions I probably shouldn't have answered. Particularly the ones about the Defendants Caroline and Bill McGuire and about Tom Popovich and Hans Mast.

RBS. Randy Baudin Sr. Introduced himself as the head of baudin and baudin law firm who handled my case and asked if i see its him on my caller id. He also said his assistant was there with him.

PD. I said if its on the caller id than i got it and would have to look later.

RBS. He than said that Thomas Gooch had contacted him and needed some documents and information and that in order to provide that information it is important for me to help fill in some of the blanks or he is in trouble.

I said ok because I trusted the baudin firm and Thomas Gooch.

RBS. asked how it was that I came to his firm?

PD. I told him my Mom suggested him because he represented my brother a few decades earlier and that she swears by him because hes willing to fight for his clients

RBS. he asked what case he represented my brother in

PD. I told him that my brother was a passenger in a car that rolled over and that he had taken it to the appellate level

RBS. he said he remembered the name and the case

RBS. He asked how it was that Randy Jr took the case and why I didnt Meet with him

PD. I said im not sure why we didnt meet with you, its been a long time since then, all I remember was going to your office and being introduced to Randy Jr.

RBS He asked if it was at the office down near algonquin and lake in the hills

PD I said yes

RBS. Pressed me a few times as to the details of why I didnt meet with him rather than His son.

PD. I figured you were either busy or not in but for whatever reason Randy Jr met with my Mom and I instead. I just figured your all part of the same firm and my mom trusted you.

RBS thanked me and my mom for the high praise.

RBS asked if i had dealt with Kelly and Myrna as well

PD I said yes

RBS said something about his son, Randy JR, Randy JR's wife and Myrna were stealing cases from him

PD I said what is all this about?

RBS replied, oh now your asking me the questions now

PD I said well yeah is everything ok, whats wrong?

RBS said something about being involved in a 7 digit case and that Randy JR was taking cases that he didnt know about.

PD I said Im sorry about all that, I had no idea, is that what this is all about?

RBS asked did you and your mother come to see me?

PD I said at first yes but we ended up Meeting with his son Randy JR

RBS asked if i had met with Randy in Crystal lake and he gave a location

PD I said well yes they said they wanted to meet me at that office at times, why?

RBS asked if Myrna was at that location

PD I said well yes

RBS asked if my mom was doing well

PD I said yes

RBS asked if i liked village squire

PD I said yes

RBS told me to go there on either monday or tuesday because they have half price burgers

RBS gave me his phone numbers, had me write them down, said he would be in touch with me in the future and said he might take me to the village squire sometime.

RBS asked about the case alot

RBS wanted to know what happened, he started asking questions too fast, he asked if it was my dominate arm

PD I told him a basic version of what I knew. I was asked by David if i could use some wood from a tree he was cutting down at his mothers house. I told Dave i would stop by in the morning and see what he had. the next day I went there. His Mother and I got to talking about the people we used to work with while Dave and Bill worked at the tree. Bill got tired after a while and needed to quit. Dave started saying he needed help because he couldn't do it by himself. His mother looked at me and asked if I could help, Dave said come on man help me your just sitting there and all i need you to do is hold branches so they dont move, its easy. besides I helped clean up at your dads when he redid his roof 20 years ago. I said ok, I guess. I got up and helped. everything was going fine for a while then Dave did something stupid and hit the gas while he swung the chainsaw at me, I couldn't get out of its way and he cut my arm in half. The Dr in the ER said I would Have died if I didnt get medical treatment. That is one emergency room trip you never want to take.

RBS oh, im so sorry.

Was it your dominate arm, is it ok?

PD yes its my dominate arm, they put it back togeter but it doesnt work well

RBS how many surgeries

PD 3

RBS who were the doctors?

PD do you mean the emergency room dr's?

RBS uh whas it the... yes the er surgion

PD um i remember the name Dr. Ford

RBS ok Ill have a talk with him. who else?

PD um i remember Dr sagerman and Dr Kujawa, I still see her

RBS was it at northwestern?

PD um i dont remember that name but for some reason i remember northwest community but im...

RBS Dr. Kujawa where

PD oh she is at alexian brothers

RBS ok. Your ok or are you in pain?

PD I have pains

RBS are you on a drip?

PD no nothing like that

RBS You know i know some great Dr's I could send you to see, and he went on about some indian dr and someone he sent there

PD no, no thats ok, ive seen what feels like an army of Dr's already

RBS you sure, I can get you their names, hold on while i get...

PD no thats ok Im good with who im seeing

RBS well ok then but im just saying if you want it

PD Im good

RBS ok so i understand you had some sort of arbitration downtown (and he gave a description of the place in chicago)

PD yes it was um I think they called it a binding arbitration but im not sure

RBS it says here 600K no um 300K was it and it looks like its capped

PD um I dont remember any caps but...

RBS

RBS I'm part native american

pd huh

RBS im just joking about that, i made it up

RBS started talking about his relationship with Tom Popovich said he and Tom go way back. He asked why I was suing Tom.

PD Because he had Hans Mast lie to me

RBS oh Hans, I know him, Good Guy

PD Thats debatable

RBS what happened with Hans?

PD Hans lied to me about many things. To start he lied about the Mothers homeowners insurance Policy. Hans Said they would file a summary judgement the next morning at 9 AM and I would get absolutely nothing but if I signed

this he could get me 5k on some part of the policy that pays that amount irregardless of who gets hurt on their property. We argued but He even showed me case law that he said was the law of the land and if I didnt take it I wouldnt get anything. something about 3rd party persons on the property. He also said if i didnt sign it his firm would drop me in the suit against the son David Gagnon. and later on he said you cant blame me i was just doing what the boss said to do and if I didnt like it i could take it up with big Tom the owner of the firm. well I'd hate to break it to Hans but just doing what the boss told me to do is not a valid excuse and never has been when its unethical.

RBS well now wait a minute Hans is a good guy I know Hans.

PD Im sure you do have a good relation with Hans but Good people do bad things all the time and Hans is no exception.

RBS This Gagnon Guy, um

His secretary said, he knew him

RBS you knew this Gagnon Guy

PD Yes

RBS Ok so your complaint is that Popovich had you sign a release against the Mothers Homeowners policy?

PD Thats one of my complaints yes

RBS what else

PD well I learned they never actually pulled either policy, lied to me about the limits which caused me to go over and file for bankruptcy which I would never would have done had they not lied. I lost everything.

RBS They cant let one party go

PD what is that true

RBS there is case law that says you cant let one party go in a lawsuit and keep suing the other party involved if both are named.

PD i didnt know that but thats what they did. then to further the harm popovich dropped my case after they tried to get me to mediate for only 50k and i wouldnt do it."

(end quote)

The original malpractice lawsuit, filed by Thomas Gooch on October, 2017, claimed damages of ### against the Law Office of Thomas J. Popovich and against Hans Mast.

Gooch did not allow Dulberg to read the complaint before filing it with the Court.

Gooch did not include Thomas J. Popovich, individually as a Defendant.

Thomas Gooch did not mention anything about the bankruptcy in the complaint

Thomas Gooch did not mention that Dulberg never agreed to enter into binding mediation and never signed any agreement in the complaint.

Gooch never mentioned to Dulberg that W. Randal Baudin II and Kelly Baudin, the Baudin Law Group or Baudin & Baudin did anything inappropriate or that Dulberg has a malpractice claim against the Baudins.

Gooch did not include any information about W. Randall Baudin, Kelly Baudin, the Baudin Law Group, Baudin & Baudin or Trustee Olsen or name any of them as defendants. None of their names appeared in the complaint at all. In the original complaint and the first amended complaint, Gooch refers to W. Randall Baudin, Kelly Baudin, Baudin Law Group, and Baudin & Baudin as "other attorneys" but never uses the word "Baudin" in any context.

Item 16 of complaint at law states: "Thereafter, DULBERG retained other attorneys and proceeded to a binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of \$660,000.00 in gross, and a net award of \$561,000.00. Unfortunately, a "high-low agreement" had been executed by DULBERG, reducing the maximum amount he could recover to \$300,000.00 based upon the insurance policy available. The award was substantially more than the sum of the money, and could have been recovered from the McGuire's had they not been dismissed from the complaint." In the original complaint Gooch writes that a "high-low agreement" had been "executed by Dulberg".

Item 24 of first amended complaint at law states: "Thereafter, DULBERG retained other attorneys and proceeded to a court ordered binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of \$660,000.00 in gross, and a net award of \$561,000.00. However, due to the settlement with the McGuires, DULBERG was only able to collect \$300,000 based upon the insurance policy available." In the first amended complaint by Gooch there is no mention of a minimum or maximum award limit at all.

Item 52 of the second amended complaint at law states: "In December of 2016, Dulberg participated in binding mediation related to his claims against Gagnon."

Item 53 of the second amended complaint at law states: "In December of 2016, Dulberg was awarded a gross amount of \$660,000 and a net award of \$561,000 after his contributory negligence was considered."

Item 54 of the second amended complaint at law states: "Dulberg was only able to recover approximately \$300,000 of the award from Gagnon's insurance and was unable to collect from Gagnon personally."

On September 5, 2019 in the Record of Proceedings MR. FLYNN stated: "The only other issue that was raised -- I just reviewed the written discovery yesterday and you had (indiscernible) 201(k) that there was a bankruptcy that was mentioned kind of vaguely in one of the answers. It sounds or appears that either the bankruptcy judge or the trustee had enforced or required a mediation and a high-low agreement. To the extent that those documents are responsive to any of the requests -- and I'll have to go through them to see if they are. Otherwise I'll just issue a supplemental, but I think the bankruptcy file and communications with the trustee are probably responsive to our discovery, so I would just request that those be included in our --"

MS. WILLIAMS answered: "I think we produced a number of the bankruptcy issues, but we can talk about it today and definitely try to work out -- there's definitely -- there was a bankruptcy. We're not trying to hide that bankruptcy, so. And the trustee did resolve -- there was an arbitration based on the trustee's recommendation in the bankruptcy for the individual."

In the ongoing legal malpractice lawsuit Dulberg v Hans Mast, Thomas Popovich and the Law Office of Thomas J. Popovich (12LA377) under dispute in McHenry County, defense counsel Flynn representing Popovich and Mast argues that damages that Dulberg can claim should be capped because Dulberg voluntarily entered into an arbitration process with an upper cap of \$300,000.

On October 29, 2022 Dulberg obtained a copy of the ADR contract that ADR Systems has on file.

When the binding mediation contract which the Bankruptcy judge agreed to on October 31, 2016 is compared to the binding mediation contract which ADR systems has on file, a number of inconsistencies become noticeable (exhibit - images comparing the 2 contracts).

Dulberg's name appears written on the ADR systems contract but Dulberg refused to enter into the agreement verbally and in text messages and never signed the contract.

WHAT THE BAUDINS AND TRUSTEE OLSEN DID:

Faked being attorneys of Baudin & Baudin and stole a case from Baudin Sr?

The Baudins knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

The Baudins knew or should have known that because Gagnon did not answer the counterclaim filed on February 1, 2013, Gagnon was effectively admitting the facts stated in the counterclaim were true.

Baudins knew or should have known that by not answering the counterclaim filed by the McGuires in February 1, 2013, Gagnon was contradicting the statements in what appeared to be Gagnon's deposition.

The Baudins knew or should have known that documents such as "Gagnon deposition exhibit 1" were highly questionable and showed evidence of being manipulated.

Baudins knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

The Baudins never asked Gagnon's counsel for the answers to interrogatories. The Baudins never informed the judge that they never received Gagnon's answers to interrogatories.

The Baudins 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.

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

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

Baudins then informed Dulberg the bankruptcy judge is the authority who forced the mediation agreement upon the interested parties.

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. It is the Baudins and Trustee Olsen that placed the \$300,000 upper cap on any arbitration award, not Dulberg.

The Baudins and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to make a decision concerning the direction of Dulberg's case against Gagnon.

Trustee Olsen and the Baudins intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

Somebody forged Dulberg's name on the contract. Who?

The Baudins and Trustee Olsen deprived Dulberg of a jury trial in his case against Gagnon for his injury that Dulberg has continuously sought since first requesting one in May, 2012.