File No. 3063217-CVA

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

PAUL R. DULBERG, Individually and THE PAUL R. DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	
v.	)	No. 22 L 10905
KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, et al.,	)	Calendar "U"
Defendants.	)	

NOTICE OF MOTION FOR SUMMARY JUDGMENT VIA ZOOM PROCEEDING

TO: All Attorneys of Record
** See Attached Service List **

Please take notice that on **July 6, 2023** at **9:45 a.m.**, or as soon thereafter as counsel may be heard, the undersigned will appear via Zoom before **The Honorable Michael F. Otto** and will then and there present the attached **Motion for Summary Judgment,** a copy of which is hereby served upon you. To join Zoom, use the following:

Zoom Meeting ID: **768 225 2047** Zoom Password**: 902018** Telephone: **(312) 626-6799**

Amundsen Davis, LLC

BY: s/ Michelle E. Tinajero
Attorney for Allstate

AFFIDAVIT OF SERVICE

Under penalties of perjury, as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that she served a copy of the above Notice of Motion upon each person to whom directed by emailing on the **5th day of June, 2023.**

s/ Jennifer Schuth

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Paul R. Dulberg and The Paul R. Dulberg Revocable Trust v. Kelly Baudin, Baudin & Baudin, et al.

Court No. 22 L 10905 (Cook)

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PAUL R. DULBERG, Individually, and THE PAUL R. DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	
v.	)	No. 2022 L 10905
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,	)	Calendar U
Defendants.	)	

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S
MOTION FOR SUMMARY JUDGMENT

NOW COMES Defendant, Allstate Property and Casualty Insurance Company ("Allstate"), by and through its attorneys, Amundsen Davis, LLC, and for its Motion for Summary Judgment pursuant to 735 ILCS 5/2-1005, states as follows:

INTRODUCTION

Allstate's alleged liability in this matter relates to a purported breach of an *unsigned* agreement ("unsigned agreement") concerning mediation proceedings that occurred on December 8, 2016 ("Binding Mediation") relating to a June 28, 2011 automobile accident. In connection with the Binding Mediation, Plaintiff Paul R. Dulberg and Allstate's insured, David Gagnon ("Gagnon"), individually and/or by their attorneys, executed a binding mediation agreement ("Binding Mediation Agreement"), which is alleged to contain slightly different terms than the unsigned agreement.

There is no genuine issue of material fact that Allstate fully performed all obligations under the Binding Mediation Agreement–the only executed, valid and enforceable agreement that exists in the case at bar. Namely, Allstate participated in the Binding Mediation, and, when the mediator awarded Paul R. Dulberg a sum, Allstate made payment of said award in accordance with a "high/low agreement" and paid the agreed upon portion of the mediation costs, in accordance with both the unsigned agreement and the Binding Mediation Agreement. Further, and in consideration of Allstate's payments in connection with the Binding Mediation, Joseph D. Olsen, Trustee of Paul R. Dulberg's Estate ("Bankruptcy Estate"),[1] and Paul R. Dulberg, individually, executed a "Release of All Claims" ("Release"), which affirmatively bars the current breach of contract claim against Allstate. As such, there is no genuine issue of material fact precluding the entry of summary judgment on Count V of the Complaint at Law ("Complaint") against Allstate as a matter of law.

THE PLEADINGS

A. The Complaint

On December 8, 2022, Plaintiffs, Paul R. Dulberg, individually, and The Paul R. Dulberg

[1] By Court Order entered on May 25, 2023, Joseph David Olsen, Craig A. Willette, and Raphael E. Yalden were dismissed from this matter with prejudice.

Revocable Trust (collectively, "Dulberg")[2] filed a Complaint, comprised of five counts and 107 paragraphs, against numerous defendants, including Allstate. A copy of the Complaint is attached as **Exhibit A** hereto.

Only Count V of the Complaint (Breach of Contract) is brought against Allstate and alleges that a "valid and enforceable" contract, dated December 8, 2016, existed between Dulberg, by his attorneys, the Baudin Defendants, and Gagnon (Allstate's insured), by attorney Shoshan Reddington, by way of the Binding Mediation Agreement. *Id.*, ¶ 102. The Complaint alleges that Dulberg retained the Baudin Defendants to represent him in prosecuting a personal injury case with respect to an accident occurring on or about June 28, 2011 ("Personal Injury Claim"). *Id.*, ¶ 19. It alleges that while the Personal Injury Claim was pending, Dulberg filed for bankruptcy, and the Personal Injury Claim subsequently became an asset of the Bankruptcy Estate. *Id.*, ¶¶ 19, 22. It further alleges that in July 2016, the Baudin Defendants proposed binding mediation as a means to resolve the Personal Injury Claim to Dulberg and Dulberg's mother. *Id.*, ¶¶ 23-29.

Additionally, the Complaint alleges that prior to executing the Binding Mediation Agreement, the unsigned agreement was presented to the bankruptcy judge presiding over Dulberg's separate bankruptcy proceedings in October 2016. *Id.*, ¶ 103. The Complaint alleges that "major terms" contained in the unsigned agreement were changed and/or omitted from the Binding Mediation Agreement, including, but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. [P]age 4 F [Award Limits] 1.b. regarding who is liable to Plaintiff;

[2] As the Baudin Defendants state in their Section 2-619.1 Motion to Dismiss, while Dulberg brings the instant lawsuit on behalf of himself and "The Paul R. Dulberg Revocable Trust" ("Trust"), Dulberg fails to allege how he has the authority to act for the Trust in the case at bar. As such, Allstate does not believe the Trust is a proper Plaintiff here.

d. [P]age 5 V.A.1. ADR Systems Fee Schedule;

e. [P]age 5 V [Mediation Costs] ADR Systems Fee Schedule boxed information;

f. [P]age 6 [S]ection [V] number 5[.]

Id., ¶ 104. As a result of modifications to and/or omissions in the above-referenced sections, the Complaint alleges that the conditions contained in Section III (Rules Governing the Mediation), Part B (Amendments to the Agreement) of the Binding Mediation Agreement were not followed, rendering a breach of said agreement by Allstate. **Ex. A**, ¶¶ 104-94 (*sic*), 106.

The Complaint also alleges that on December 8, 2016, Dulberg attended the Binding Mediation; Dulberg, or someone authorized to sign on Dulberg's behalf, signed the Binding Mediation Agreement; and on or about December 12, 2016, Dulberg was awarded the gross sum of $660,000 (receiving a net award of $561,000). *Id.*, ¶¶ 57, 64, 68. It alleges that Dulberg did all that was required of him under the terms of the Binding Mediation Agreement; that Allstate breached the Binding Mediation Agreement by not following the terms pertaining to amending the Binding Mediation Agreement; and that Dulberg and/or the Bankruptcy Estate, by virtue of the Personal Injury Claim being an asset of the same, suffered pecuniary injury in an amount in excess of $261,000 (the difference between the amount paid by Allstate, the agreed upon high amount of $300,000, and the net award of $561,000), because the Binding Mediation Agreement, which included "changed terms" from the unsigned agreement, "should not be allowed to regulate the [Binding Mediation] procedure." *Id.*, ¶¶ 105-07.

B. Allstate's Answer and Affirmative Defense

On February 28, 2023, Allstate filed its Answer to the Complaint, denying all pertinent allegations. Additionally, Allstate set forth an Affirmative Defense, the basis of which pertains to Dulberg's execution of the Release, which bars the instant breach of contract claim against

Allstate. A copy of Allstate's Answer and Affirmative Defense is attached as **Exhibit B** hereto.

C. Dulberg's Reply

On March 22, 2023, Dulberg replied to Allstate's Affirmative Defense ("Reply"), a copy of which is attached as **Exhibit C** hereto. In the Reply, Dulberg admits that he executed the Release and states that the Release "speaks for itself." **Ex. C**, ¶¶ 1-2. Dulberg, however, denies that the Release fully releases and forever discharges Allstate from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the Personal Injury Claim that was the subject of the Binding Mediation, and, therefore, Dulberg denies that his execution of the Release bars Count V of the Complaint against Allstate. *Id.*, ¶¶ 1, 3.

BINDING MEDIATION & BINDING MEDIATION AGREEMENT

On or about December 8, 2016, Dulberg, Allstate's insured Gagnon, ADR, and the Baudin Defendants participated in Binding Mediation, and the Binding Mediation Agreement was executed. **Ex. A-11**. The Binding Mediation Agreement provides, in relevant part:

> **I. Parties**
>
> A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II
>
> B. David Gagnon, by attorney, Shoshan Reddington
>
> * * *
>
> *Id.*, p. 1.
>
> **III. Rulings Governing the Mediation**
>
> * * *
>
> **B. Amendments to this Agreement**
>
> 1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR . . .

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR . . . case manager by telephone. The agreed proposal must also be submitted to the ADR . . . case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR . . . No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR . . . is not signed by both Parties, the Agreement shall be enforced in its original form, without changes (emphasis in original).

* * *

Ex. A-11, pp. 1-2.

F. Award Limits

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

* * *

b. The Parties agree that for this [Binding] Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000**. These amounts reflect the minimum and maximum amounts of money that David Dulberg[3] shall be liable to pay to Paul Dulberg (emphasis in original).

* * *

Id., p. 4.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this [Binding Mediation] Agreement or the [Binding] Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this [Binding Mediation] Agreement. When the Award is rendered, the [Binding] Mediation is resolved, and any Award arising from this [Binding] Mediation shall operate as a bar and complete defense to any action

[3] As detailed herein, "David *Dulberg*" is a scrivener's error. It should state "David *Gagnon*."

> or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.
>
> * * *
>
> **Ex. A-11**, p. 4.
>
> **V. Mediation Costs**
>
> * * *
>
> **B. Responsibility for Payment**
>
> * * *
>
> **5. **Defendant agrees to pay up to $3,500.00 of [Dulberg]'s Binding Mediation Costs.**
>
> * * *
>
> *Id.*, pp. 5-6.
>
> **VI. Acknowledgment of Agreement**
>
> A. By signing this [Binding Mediation] Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
>
> * * *
>
> *Id.*, p. 6.

Following the Binding Mediation, a monetary sum of $660,000 (a net award of $561,000) was awarded to the Bankruptcy Estate. *See* Compl., Exhibit 10. Thereafter, Allstate promptly made payment of $300,000, the maximum award provided for in the high-low agreement in the Binding Mediation Agreement, to Dulberg (or Dulberg's attorney), in addition to paying Dulberg's costs associated with the Binding Mediation in the sum of $3,500. *See* Affidavit of Karen O'Neil, Allstate claim representative and senior consultant, attached hereto as **Exhibit D.** Both payments made by Allstate were accepted by the Bankruptcy Estate.

RELEASE

On December 21, 2016, Joseph D. Olsen, Trustee of the Bankruptcy Estate, and Dulberg, individually, signed a Release, which provides, in pertinent part:

> [I]n consideration of the sum of Three Hundred Thousand [D]ollars ($300,000.00), receipt thereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge . . . Allstate . . . from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all . . . loss or damages of any kind already sustained or that I may hereafter sustain in consequence of [the Personal Injury Claim] . . .
>
> * * *
>
> Paul Dulberg DOES NOT release any claims involving The Law Offices of Thomas J. Popovich, P.C., Thomas J. Popovich, individually, Hans A. Mast, individually, Brad J. Balke, P.C., and Brad J. Balke individually" (emphasis in original). [The Bankruptcy Estate / Dulberg] hereby agree that, as further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.
>
> [The Bankruptcy Estate / Dulberg] further understand that . . . said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that [the Bankruptcy Estate / Dulberg] have heretofore asserted or that [the Bankruptcy Estate / Dulberg] or . . . personal representatives [of the Bankruptcy Estate / Dulberg] might hereafter assert because of said accident.
>
> * * *
>
> The undersigned agrees to indemnify, defend and hold harmless [Allstate] for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that [Allstate] . . . [has] relied on these material representations as part of the consideration and inducement for this settlement.

A true and correct copy of the Release is attached hereto as **Exhibit D-1** to the Affidavit of Karen O'Neil.

LEGAL STANDARD

Summary judgment is appropriate when the pleadings, depositions, and admissions on file, together with affidavits, if any, show that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c); *Travelers Ins. Co. v.*

Eljer Mfg., *Inc.*, 197 Ill. 2d 278, 292 (2001). If the moving party "supplies facts which, if not contradicted, would entitle such party to judgment as a matter of law, the opposing party cannot rely on his pleadings alone to raise issues of material fact." *Purtill v. Hess*, 111 Ill. 2d 229, 240-41 (1986).

ARGUMENT

I. Dulberg cannot sustain a cause of action for breach of contract against Allstate

Dulberg's breach of contract claim against Allstate is without merit for two reasons. First, the notion that Allstate is bound by the unsigned agreement is untenable. Second, and with respect to the contract that was actually executed and ultimately performed–the Binding Mediation Agreement–Allstate fully performed its obligations according to the plain terms of said agreement. Accordingly, there is no genuine issue of material fact precluding the entry of summary judgment in favor of Allstate on Count V of the Complaint.

To prevail on a breach of contract claim, the plaintiff must prove: (1) the existence of a valid and enforceable contract; (2) plaintiff's performance under the contract; (3) defendant's breach of the contract; and (4) resulting injury to the plaintiff. *Razor Capital v. Antaal*, 2012 IL App (2d) 110904, ¶ 30. As to the fourth element, "[t]he proper measure of damages for a breach of contract is the amount of money necessary to place the plaintiff in a position as if the contract had been performed." *In re Illinois Bell Telephone Link-Up II*, 2013 IL App (1st) 113349, ¶ 19 (citing *InsureOne Independent Ins. Agency, LLC v. Hallberg*, 2012 IL App (1st) 092385, ¶ 82). The plaintiff, however, "should not be placed in a better position, providing a windfall recovery." *Id.* (citing *Walker v. Ridgeview Construction Co.*, 316 Ill. App. 3d 592, 596 (2000)). "Damages which 'naturally and generally result from a breach are recoverable.'" *Id.* (citing *InsureOne Independent Ins. Agency, LLC v. Hallberg*, 2012 IL App (1st) 092385, ¶ 89).

It is undisputed that the unsigned agreement that was initially presented to the bankruptcy court in Dulberg's separate bankruptcy proceedings is not a valid and enforceable contract. Dulberg does not allege and Allstate does not maintain such. **Ex. A**, ¶¶ 102-03. Nonetheless, and as alleged in the Complaint, Dulberg seeks to hold Allstate liable for a purported breach of the unsigned agreement. *Id.*, ¶ 106. Specifically, Dulberg maintains that because certain terms in the unsigned agreement were modified and/or omitted from the Binding Mediation Agreement, that Allstate breached the provision relating to "Amendments to the Agreement." *Id.*, ¶¶ 104, 106; **Ex. A-6B**. Significantly, any proposals or drafts leading up to the Binding Mediation Agreement are not the agreement itself, and Dulberg does not contend that the Binding Mediation Agreement was subsequently amended by Allstate in breach of its terms. *See generally* **Ex. A**. To the extent that terms were modified and/or omitted between the time the unsigned agreement was submitted in Dulberg's separate bankruptcy proceedings to when the Binding Mediation Agreement was executed, Allstate played no role in drafting or amending the Binding Mediation Agreement and Dulberg does not plead such. *See generally* **Ex. A**. Moreover, the Binding Mediation Agreement is the only executed, valid agreement between the parties. On this basis alone, Dulberg's breach of contract claim fails and Allstate is entitled to summary judgment.

Further, according to the provisions of the Binding Mediation Agreement, Allstate was contractually obligated to pay certain sums under the same, which Allstate fully performed by paying the sum of $300,000 to Dulberg/Dulberg's attorney for the benefit of the Bankruptcy Estate and by paying Dulberg's mediation fees of $3,500 in accordance with the terms set forth in the Binding Mediation Agreement. **Ex. A-11**, pp. 4, 6; **Ex. D**, ¶¶ 2-3. The only difference in the "Award Limits" provision between the unsigned agreement and the Binding Mediation Agreement is a scrivener's error in the name identified. Specifically, the Binding Mediation Agreement

provides that "the minimum award to Paul Dulberg will be $50,000 . . . [t]he maximum award to Paul Dulberg will be $300,000 . . . [t]hese amounts reflect the minimum and maximum amounts of money that David *Dulberg* shall be liable to pay to Paul Dulberg" (emphasis added). **Ex. A-11**, p. 4. It is clear that the reference to David *Dulberg* was intended to read "David *Gagnon*," the tort defendant, as it did in the unsigned agreement, and that this is no more than a typographical error. Allstate nonetheless paid, on behalf of its insured, Gagnon, and the Bankruptcy Estate accepted, the agreed upon high sum of $300,000, which result would be the same under the terms of the unsigned agreement or the Binding Mediation Agreement. **Ex. A-6B**; **Ex. A-11**; **Ex. D**, ¶ 2.

Lastly, and not to be overlooked, the damages that Dulberg identifies in the Complaint, "an amount in excess of $261,000," do not flow from the breach complained of, as required to recover for breach of contract. **Ex. A**, ¶ 107. Stated differently, Dulberg has failed to sufficiently plead, and there are no set of facts in which he can plead, that the relief Dulberg seeks was proximately caused by the change in terms pertaining to certain language under sections of the unsigned agreement and/or Allstate's alleged breach of the provision pertaining to "Amendments to the Agreement" of the Binding Mediation Agreement, which is a necessary and essential component of proving the fourth element of a breach of contract claim. Both the unsigned agreement, even if valid, and the Binding Mediation Agreement contained the high/low agreement, limiting Allstate's obligations to a maximum amount of $300,000 and $3,500 in mediation costs. **Exs. A-6B**, **A-11**. Additionally, the difference in terms pertaining to the ADR Systems Fee Schedule between the unsigned agreement and the Binding Mediation Agreement have no bearing on the parameters of the high/low agreement and the mediation costs under both agreements. **Exs. A-6B**, **A-11**. Thus, there are no damages flowing from any purported breach.

In sum, there is no genuine issue of material fact precluding the entry of summary judgment

in favor of Allstate. There are no set of facts under which Dulberg can prove a breach of the Binding Mediation Agreement, which is the only valid and enforceable contract here. Thus, Allstate is entitled to summary judgment on Count V of the Complaint.

II. The Release affirmatively bars Dulberg's breach of contract claim against Allstate

Alternatively, and without prejudice to the foregoing, the Release executed by Dulberg, individually, and the Trustee of the Bankruptcy Estate, plainly and unambiguously precludes the instant breach of contract claim, and any other claims, demands, damages, costs, expenses, loss of services, actions and causes of action, against Allstate in connection with the Personal Injury Claim that was the subject of the Binding Mediation.

"A release 'is the abandonment of a claim to the person against whom the claim exists.'" *Goodman v. Hanson*, 408 Ill. App. 3d 285, 292 (1st Dist. 2011) (citations omitted). Because a release is a contract, general principles of contract law govern a release. *SADA 2400 Ogden, LLC v. 2400 Ogden Ave.–10041667 LLC*, 2021 WL 795011, at *1 (N.D. Ill. Mar. 2, 2021), appeal dismissed, 2021 WL 5576346 (7th Cir. Aug. 26, 2021); *see also Carona v. Ill. Cent. Gulf R. Co.*, 203 Ill. App. 3d 947, 951 (5th Dist. 1990) ("A release is a contract wherein a party relinquishes a claim to a person against whom the claim exists, and a release is subject to the rules governing the construction of contracts").

The "'primary objective in construing a contract is to give effect to the intent of the parties. A court must initially look to the language of a contract alone, as the language, given its plain and ordinary meaning, is the best indication of the parties' intent.'" *Id.* (quoting *Gallagher v. Lenart*, 226 Ill. 2d 208, 232-33 (2007) (citations omitted). To be enforceable, the terms of a contract must be clear, certain and free from ambiguity and doubt. *Rakowski v. Lucente,* 104 Ill. 2d 317, 323 (1984). Where the terms of a release are clear and explicit, the Court must enforce them as written.

Id. Additionally, "[a] release must be based upon consideration, consisting of either some right, interest, or benefit accruing to one party, or some forbearance or detriment suffered or undertaken by the other." *King v. Gerber Realty, Inc.*, 2022 IL App (1st) 211189, ¶ 33 (citing *White v. Village of Homewood*, 256 Ill. App. 3d 354, 356-57 (1st Dist. 1993)). "'Illinois courts read general releases to include claims of which the parties were aware at the time of the release's execution.'" *SADA 2400 Ogden, LLC* 2021 WL 795011, at *4 (quoting *Capocy v. Kirtadze*, 183 F. 3d 629, 632 (7th Cir. 1999)).

Here, a clear indication of the parties' intent with respect to the Release is illustrated by the fact that the plain language of the Release provides, Dulberg "release[s] and forever discharge[s] Allstate . . ." but "DOES NOT release any claims involving The Law Offices of Thomas J. Popovich, P.C., Thomas J. Popovich, individually, Hans A. Mast, individually, Brad J. Balke, P.C., and Brad J. Balke individually" (emphasis in original). **Ex. D-1**. In consideration of $300,000, undisputedly paid, Dulberg agreed to release and forever discharge Allstate from "any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and . . . on account of all . . . loss or damages of any kind already sustained" or that the Bankruptcy Estate or Dulberg "may hereafter sustain in consequence of" the Personal Injury Claim. **Ex. D-1**.

The Release also unambiguously provides that as "further consideration and inducement," the Release "shall apply to all unknown and unanticipated injuries and damages" resulting from the Personal Injury Claim. *Id.* By executing the Release, Dulberg acknowledged that he was agreeing to "indemnify, defend and hold harmless . . . [Allstate] . . . for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach" of any and all

agreements and covenants comprising the Release. *Id.* Additionally, and immediately above the signature line that Dulberg ultimately affixed his signature to, is a disclaimer that reads, "**CAUTION-READ BEFORE SIGNING**" (emphasis in original). Dulberg admits to executing the Release and that the Release "speaks for itself." **Ex. C**, ¶ 1. Thus, it serves to bar the present action against Allstate.

Further, the Bankruptcy Estate has retained the consideration received under the Release, clearly benefitting from the same. The instant lawsuit and breach of contract claim against Allstate undoubtedly arises as a consequence of the Personal Injury Claim that was the sole subject of the Binding Mediation and the Binding Mediation Agreement (even the unsigned agreement) and which was specifically contemplated in the Release. This is obvious from the fact that the unsigned agreement and the Binding Mediation Agreement are central to Dulberg's claim in Count V of the Complaint, coupled with the fact that the damages sought are the difference between the agreed upon high/low agreement and the mediation award.

Significantly, even if it could be shown that Allstate breached the Binding Mediation Agreement, which Allstate disputes, at the time Dulberg executed the Release, Dulberg knew and was aware of the facts underlying the current breach of contract claim against Allstate. As pleaded in the Complaint, Dulberg knew the amount he was awarded by the mediator in connection with the Binding Mediation ($561,000) and the maximum amount he could receive of said award in accordance with the high/low agreement of the Binding Mediation Agreement ($300,000) prior to executing the Release. As such, Dulberg has effectively "pleaded [himself] out of court" with respect to any claim, demand, etc. against Allstate. **Ex. A**, ¶ 67; *SADA 2400 Ogden, LLC* 2021 WL 795011, at *5. Therefore, Allstate is entitled to summary judgment on Count V of the Complaint as a matter of law.

CONCLUSION

For the foregoing reasons, Allstate prays that this Court grant summary judgment in Allstate's favor on Count V of the Complaint and for all such further relief that the Court deems just and proper.

Respectfully submitted,

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY

By: /s/ Michelle E. Tinajero
One of Its Attorneys

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EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. 2022L010905
vs.	)	
KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY	)	
Defendants.		

PLAINTIFFS' COMPLAINT AT LAW

Plaintiffs, PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, by and through their attorney, Alphonse A. Talarico, for their Complaint against Defendants, KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ADR COMMERCIAL SERVICES, ALLSTATE INSURANCE COMPANY, states as follows:

NATURE OF THE CASE

1. This is an action against Defendants KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

2. This is an action against Defendants JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

3. This is an action against Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES for **BREACH OF A WRITTEN CONTRACT.**

4. This is an action against Defendant ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY for **BREACH OF A WRITTEN CONTRACT.**

PARTIES

5. Plaintiffs are PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST. Paul R. Dulberg is an Illinois resident whose address is 4606 Hayden Court, McHenry Illinois 60051. The Paul R. Revocable Trust of which Paul R. Dulberg and Thomas W. Kost are Co-Trustees is an Illinois Revocable Thrust whose address is 4606 Hayden Court, McHenry Illinois 60051.

6. Defendants are:

A) KELLY N. BAUDIN is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. She is also the President and Agent for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry

Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

B) WILLIAM RANDAL BAUDIN II is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. He is also the Secretary for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

C) KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., is an Illinois Domestic Company with an assumed name of THE BAUDIN LAW GROUP, LTD. With an address of 304 South McHenry Avenue, Crystal Lake, Illinois 60014, and Registered Agent Kelly N. Baudin 304 South McHenry Avenue, Crystal Lake, Illinois 60014.

D) JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2021 with a registered address of 1837 National Avenue, Rockford, Illinois 61103.

F) RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2013 with a registered address of 1505 National Avenue, Rockford, Illinois 61103.

G) ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, is an Illinois Domestic LLC with a principal office addres s of 20 North Clark

Street 29th Floor, Chicago, Illinois 60602. The registered agent is Marc J. Becker 20 North Clark Street, Suite 2900, Chicago, Illinois 60602.

H) ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY is an Illinois Domestic Dividing Stock Insurance Company pursuant to the Illinois Insurance Code 215 ILCS 5/35B-20 Type P&C Domestic Stock. Its address is 3100 Sanders Road, Suite 2100, Northbrook, Illinois 60062. Its Parent Company is THE ALLSTATE CORPORATION. Its registered agent is CT CORPORATION SYSTEM, 208 SOUTH LASALLE STREET SUITE 814, CHICAGO, ILLINOIS 60604.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction for each Defendant as follows:

7a. KELLY N. BAUDIN pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7b. WILLIAM RANDAL BAUDIN II pursuant to735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7c. KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., pursuant to 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7d. JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7e. CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7f. RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7g. ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7h. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(b)(4).

8. This Court has subject matter jurisdiction pursuant to The Constitution of the State of Illinois, Article VI The Judiciary, Section 9. Circuit Courts-Jurisdiction because legal malpractice, fraud and breach of contract matters committed within the State of Illinois.

9. Venue is proper pursuant to 735 ILCS 5/2-101(1) because Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES is a "resident " of Cook County, Illinois and 735 ILCS 5/2-101(2) because the fraudulent Binding Mediation Agreement was created and the Binding Mediation Hearing was conducted in Cook County, Illinois.

STATEMENT OF FACTS

10. On or about October 2, 2014 PLAINTIFF Paul R Dulberg began calling the office of

Randy Baudin Sr. multiple times, but nobody called back until December of 2014.

11. On or about September 22, 2015 Plaintiff Paul R Dulberg along with his mother Barbara Dulberg and brother Tom Kost went to meet with Randy Baudin Sr., and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at the office of Randal Baundin Sr. to discuss possible representation.

12. Upon entering the office of Randy Baudin Sr. Dulberg on September 22, 2015 Plaintiff met with a receptionist who called herself Myrna and she introduced Dulberg to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin, attorneys of the firm.

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

14. A meeting took place on September 22, 2015 between Plaintiff Dulberg, Barbara Dulberg, Tom Kost and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin & Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin

belonged to Defendant KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., located at 304 McHenry Ave., Crystal Lake, Illinois 60014.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their opening meeting that he intended/required that they were willing to take the case to trial.

18. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin agreed to take the case to trial if necessary.

19. Plaintiff Dulberg hired Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin to represent him in prosecuting his claims in the pending case designated as 12 LA 178 and that the case was an asset of the Bankruptcy Estate Bk No.:14-83578.

20. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) cross-claim that would have determined liability for the remaining defendant.

21. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never

answered) Interrogatories that may have determined liability for the remaining defendant.

22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.:14-83578.

23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

24. On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Kelly and I would like speak with you and your mom Monday night at 630"

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."

27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"

28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."

29.On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.

30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"

31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant

WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow"

33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh Please answer this in the morning How are costs and attorney fees handled in binding arbitration? Do they come out of the award or are they in addition to the award like a trial?"

34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Both Handled the same as trail."

35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are awarded separate from the award or do they still come out of the 300k cap?"

36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating If at trial and win 300 max Costs not above that. Same as mediation. We can ask for judge to award costs in both. Up to judge to award. Also costs mean filing fee service fee. Not the costs like experts bills.

37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"

38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."

39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

41. On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers say that it is the best that you do the binding mediation. We are deciding this based on facts and odds as to give you the best outcome. It appears to me that you are still looking for some justification or rationalization to carry on as if it will make it better. It

won't. This will give you the best possible outcome."

42. On July 19, 2016 at 1:46 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, Yes arbitration is appealing because it saves a few thousand dollars and maybe a few years but I don't like the idea of being blindly boxed in on their terms alone without any assurances as to your fees, medical expenses or even what we spent out of pocket in costs to get here. I want some assurances/concessions on their part prior to walking in or it's no deal. Going in blind with no assurances, I can't help but to feel like a cow being herded thinking its dinner time but it's really slaughter time. They need to give somewhere prior to arbitration or it's a good indication as to how they will negotiate once we start. In other wards, if they won't concede anything prior to arbitration then they won't negotiate or concede anything once the arbitration starts and if that's the case, what's the point. We need something to show they are sincere in trying to resolve this. Up the lower limits from 50k to 150k, concede on the medical portion, out of pocket expenses, attorneys fees or how about just resolving their portion and leave their chainsaw wielding idiot open to defend himself in this lawsuit. Perhaps they can give on something I haven't thought of

yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter and I'll agree To do it"

43. On July 19, 2016 at 4:28 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "So sorry your texts come in out of order. Binding mediation or no."

44. On July 20, 2016 at 11:44 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "All right, Kelly called and we have Cole show Sean in the next hour or so. Kelly had promised her we were calling yesterday, they have to know what's going on and make arrangements regarding additional counsel. Again, as your attorneys we are strongly urging you to participate in the binding mediation. It is your best opportunity for the greatest possible recovery and the guarantee that you would at least walk away with something if you got 0. Again, this gives us the most control of the situation."

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

46.On July 20, 2016 at 1:24 PM Plaintiff Dulberg sent a text message to Defendant W.

Randall Baudin II stating "Randy, I truly appreciate yours and Kelly's honest advice and I hope I continue to receive it in the future. Please don't take this personal because it's not. I value everything you have to offer more than you know. I will be moving forward with litigation at this time. However, should Allstate consider a full settlement with no strings attached in the future so they can save the cost of litigation or a humiliating defeat I'm not opposed to entertaining it and most likely will accept it. This is too important to me and my family. I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly in the hopes of saving a few thousand dollars and time. Thank you both for your honest advice now let's move forward together and enjoy winning this case together."

47. On August 16, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I have to ask again, why is it wise to agree to mediate before permanent disability is determined by social security since the permanent disability rating would be a large factor in determining what the insurance adjuster is willing to give? Both mom and myself need a real answer to this question"

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF

W.RANDALL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) and 5002 TO

EMPLOYEE BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE

TRUSTEE".

Section 1 states:

"I am a member of the law firm of Boudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd. with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

Section 5 of the affidavit states:

"To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14) and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtor's pre-petition with respect to the subject personal injury claim."

Section 6, part A states:

"My firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment."

Section 6, part D states:

"No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties of interest."

Section 6, part E states:

"All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to

be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim and will leave to others any advice or representation as to such issues."

Section 6, part F states:

"The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted."

(Please see Exhibit 2 and exhibit 3 attached).

49. On October 4, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court.

(Please see Exhibit 4 and 5 attached)

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing Dulberg that the binding mediation process will take place even though Dulberg does not approve of the process and refused to sign the arbitration agreement. W. Randal Baudin II informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

51. On October 18, 2016 at 10:50 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Hi Randy, since we haven't received the IME report in 10 days as the Dr stated we would, I'd like to move back the date of the

mediation thingy I'm being forced into so we have more than only a few weeks to deal with whatever the report may show. At least 2-3 months should do it considering the defense has already had the treating Dr's reports and depositions for months and years already. Let me know"

52. On October 31, 2016 Trustee Olsen appeared before the Honorable Thomas M. Lynch in the Northern District of Illinois, Western Division, US Bankruptcy Court and the following occurred:

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

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

bitterness involved, understandably, I guess.

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

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

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

THE COURT: Okay.

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

THE COURT: It's a bar that's generally pretty creative. And my apologies. I saw the

affidavit, but you did have the agreement attached, and one was in front of the other. And the agreement is just as you describe it. It appears to be reasonable, and so I'll approve the application. Tell me about this binding mediation. It's almost an oxymoron, isn't it?

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

THE COURT: Interesting.

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

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

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

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

MR. OLSEN: Correct.

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

MR. OLSEN: Thanks, Your Honor."
(Please see Group Exhibit 6A and B attached)

53. On October 31, 2016 both orders were issued by bankruptcy judge.
(Please see Exhibit 7 and Exhibit 8 attached)

54. On October 31, 2016 at 10:41AM trustee Olsen sent an email to Randall Baudin II stating: "Randy- The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement"; Do you want the debtor to /s/ the form, or me as trustee? Let me know, thanks."
(Please see Exhibit 9 p2 attached)

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it."
(Please see Exhibit 9 P3 attached)

56. On or about November15, 2016 W. Randal Baudin II told Dulberg that even though he does not want the binding mediation to take place, he should attend the hearing anyway because the judge will look down on a person that doesn't attend as if they are uninterested in their own case.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother,

Barbara Dulberg, even though he did not agree to the process, did not want it to happen, and refused to sign any agreement or consent to the process.

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

59. Towards the end of the Binding Mediation, the Mediator was informing Dulberg that he was finding in Dulberg's favor but wasn't going to make the award so high that a neighborhood war would break out and Dulberg would have to wait to find out the award amount.

60. At that point some yelling started outside the room, to Dulberg and Barbara Dulberg it sounded like Kelly Baudin and Shoshan Reddington, Esq. (Allstate Defense Attorney).

61. Dulberg continued to talk with the Mediator and W. Randall Baudin II quickly excused himself to deal with the yelling.

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry

because she was informed they had a deal with prior counsel and the case would be settled for $50,000.

63. When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires – were also somewhat responsible ...".

Dulberg asked, Is that true?

W. Randall Baudin II looked and replied, That's what it says
.
Dulberg replied, Mast ******** lied.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of $660,000.00. (Please see Exhibit 10 attached)

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

66. W. Randall Baudin II spoke of the $561,000 net award informing Dulberg that both he and Kelly thought they did good and unfortunately the cap of $300,000 was in place but we think we did good.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you

sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

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

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

69. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 65, inclusive, of this Complaint, as if fully restated herein.

70. Plaintiff entered into an Attorney- Client agreement with Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., on September 22, 2015. (Please see Exhibit 1 attached)

71. Pursuant to that agreement a relationship was created wherein the Defendants owed a fiduciary duty to act in the best interest of their client Plaintiff Paul R. Dulberg.

72. Defendants breached their fiduciary duty to plaintiff Paul R. Dulberg as follows:

a) These Defendants knew or should have known that the counterclaim filed by the McGuires against Gagnon on February 1, 2013 was not answered by Gagnon.

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

c) These Defendants knew or should have known that by not answering the counterclaim filed by the McGuires on or about February 1, 2013, Gagnon was contradicting the statements in what was Gagnon's deposition.

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

e) These Defendants knew or should have known that Gagnon never filed answers to the interrogatories sent by Popovich and Mast.

f) These Defendants never asked Gagnon's counsel for the answers to interrogatories.

g) These Defendants never informed the judge that they never received Gagnons answers to interrogatories.

h) These Defendants knew or should have known that an audio recording of a telephone conversation that Mast claimed to have with Gagnon on April 11, 2012 was missing from the case file.

i) These Defendants never informed the judge that Dulberg had filed for bankruptcy.

j) These Defendants and Trustee Olsen, together, coerced Dulberg against his will into a binding mediation agreement.

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

l) These Defendants informed Dulberg that the bankruptcy judge has the authority and did force the binding mediation agreement upon the parties.

m) These Defendants and Trustee Olsen, together, decided that any arbitration award was to be capped at $300,000 and forced the upper cap on Dulberg without his consent and while ignoring his strong objection.

n) These Defendants and Trustee Olsen, together, intentionally gave Dulberg deceptive and misleading legal opinions with respect to who has legal authority to decide for Plaintiff Paul R. Dulberg all major issues regarding the direction of Dulberg's case against Gagnon.

o) Trustee Olsen and these Defendants intentionally misrepresented Dulberg's wishes to the bankruptcy judge.

p) These Defendants may have forged Dulberg's signature on the Binding Mediation Agreement. (Please see Plaintiff's Exhibit 11 attached)

73. Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., actions in forcing Plaintiff Paul R. Dulberg into Binding Mediation with a $300,000.00 cap against his stated desire and instructions for an uncapped jury trial was the proximate cause of Plaintiff's pecuniary injuries,

74. Plaintiff Paul R. Dulberg's actual damages in an amount in excess of $261,00.00

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 1 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

75. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 71, inclusive, of this Complaint, as if fully restated herein.

76. These Defendants represented to Plaintiff that the bankruptcy judge had the authority and did order that Plaintiff pursue his ongoing litigation in Civil Court through Binding Mediation.

77. These Defendants' representation was false as these Defendant with the cooperation of the Bankruptcy Trustee told the Bankruptcy Court that Plaintiff desired to enter into binding mediation.

78. These Defendants knew that the representation was false.

79. The Bankruptcy Judge reasonably relied on the truth of the misrepresentation.

80. The misrepresentation was made to coerce Plaintiff to do what he has refused to do that being to accept Binding Mediation of his cause of action currently pending in Circuit Court.

81. Plaintiff Paul R. Dulberg reliance on the misrepresentation led to his pecuniary injury as the Binding Mediation had a cap of $300,000.00 against a gross award by the Mediator of $660,000.00.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 2 of the Complaint in their favor and against Defendants Kelly N. Baudin, William Randal Baudin II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., and each of them, in the

amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD AGAINST DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 78, inclusive, of this Complaint, as if fully restated herein.

83. Defendant Joseph David Olsen was the second Trustee appointed to Plaintiff Paul R. Dulberg's bankruptcy action.

84. Defendant Joseph David Olsen had his a/k/a Law Firm YALDEN, OLSEN & WILLETTE LAW OFFICES appointed as his counsel in Plaintiff Paul R. bankruptcy matter.

85. Defendant Joseph David Olsen had Plaintiff Counsel in the Circuit Court matter DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II and KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., appointed as his special counsel in Plaintiff's bankruptcy case.

86. Defendant Joseph David Olsen aided Defendant William Randal Baudin II to promote the misrepresentation that Plaintiff desired to enter into a binding

mediation agreement because plaintiff was not a good witness.

87. Coercing Plaintiff into a binding mediation agreement was a wrongful act causing Plaintiff pecuniary injury in an amount in excess of $261,000.00.

88. Defendant Joseph David Olsen was aware of his role when he presented his motions to hire Defendant William Randal Baudin II as Special Counsel and to enter into a binding mediation agreement for Plaintiff and also when he told the bankruptcy judge that Plaintiff desire to avoid a jury trial because he was not a good witness.

89. Defendant Joseph David Olsen knowingly and substantially assisted Defendant William Randal Baudin II in his misrepresentations.

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

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

92. The Baudins and Trustee Olsen, together, decided that any arbitration award was to be capped at $300,000 and forced the upper cap on Dulberg without his consent and while ignoring his strong objection

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 3 of the Complaint in their favor and against DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW and each of them, in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 4

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

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

94. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and Defendants ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES and ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

95. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

96. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

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

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

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

100. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 4 of the

Complaint in their favor and against DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

COUNT 5

BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

104. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;

b. Language under Parties B;

c. page 4 F1.b. regarding who is liable to Plaintiff;

d. page 5 V.A.1. ADR Systems Fee Schedule;

e. page 5 V ADR Systems Fee Schedule boxed information;

f. page 6 section v number 5.

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

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

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

107. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

JURY DEMAND-12 PERSONS

Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST demand a trial by jury on all issues triable by a jury.

Dated: December 8, 2022

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com

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

VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 1-109

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and

correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Paul R. Dulberg

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(b)

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

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

2. The total of money damages I seeks does exceed $50,000;

3. I am filing this Affidavit pursuant to the provisions of Illinois Supreme Court Rule 222.

Dated: December 8, 2022

Paul R. Dulberg

FEE AGREEMENT

I, Paul Dulberg, hereby agree to retain and employ BAUDIN & BAUDIN, an association of attorneys, to prosecute and/or settle all suits and claims for damages, which may include personal injuries and property damage, against responsible parties, including their insurance companies and my insurance companies, or any other responsible insurance companies, arising out of events which occurred on or about the 28th day of June, 2011, at or near 1016 W. Elder Avenue, McHenry, Illinois.

I agree to pay BAUDIN & BAUDIN as compensation for services (1) a non-refundable retainer fee of $3,333.33; AND (2) a sum of money equal to one-third (1/3) of the gross amount realized from this claim by settlement prior to trial of this matter, OR, if this matter proceeds to trial, which is defined as any time after the final pre-trial conference with the Court has concluded, I agree to pay BAUDIN & BAUDIN as compensation for its services a sum of money equal to forty percent (40%) of the gross amount realized from such action. Should this matter conclude by way of settlement, negotiations, trial, arbitration or judgment in my favor, BAUDIN & BAUDIN agrees to reduce its percentage fee by an amount of $3,333.33 as an offset for the non-refundable retainer fee; however, in no event will the $3,333.33 be refunded to me once this agreement has been executed.

I realize, understand and agree that all expenses and costs related to my claim, such as medical expenses for my/our care and treatment and related costs such as costs for obtaining medical records and bills, as well as court costs, including filing fees, costs of depositions, costs of experts, etc. are my obligation and responsibility and shall be paid as those bills become due from time to time.

It is further agreed and understood that there will be no further charges for legal services over and above the $3,333.33 non-refundable retainer fee by BAUDIN & BAUDIN (with the exception of the aforesaid expenses and costs referred to in paragraph 3) unless recovery is made in this claim, and that no settlement will be made without the consent of the claimant(s).

I hereby authorize and direct that BAUDIN & BAUDIN is authorized to endorse and deposit any proceeds received in regard to the aforesaid claim herein, and to disburse those funds for purposes of client payments, resolution of liens, reimbursement of costs advanced, and attorney's fees.

This cause was not solicited either directly or indirectly from me/us by anyone. This agreement is being executed with duplicate originals.

Signed this 22nd day of September, 2015, and copy received by claimant(s) or claimant(s)'s representative.

Claimant

Claimant

BAUDIN & BAUDIN
2100 N. Huntington Drive, Suite C
Algonquin, IL 60102
847.658.5295 FAX: 847.658.5015

Revised 9/2015

EXHIBIT
1

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

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd., with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14), and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtors pre-petition with respect to the subject personal injury claim.

6. I understand and agree that:

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

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties in interest.

E. All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues.

F. The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

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

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before
me this 27 day of September, 2016

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/19

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

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

AFFIDAVIT OF W. RANDAL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) AND 5002 TO EMPLOY BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

Personally appeared before the undersigned officer, duly authorized to administer oaths, W. Randal Baudin, II, and after being duly sworn, states as follows:

1. I am a member of the law firm of Baudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd., with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

2. Baudin Law Group, Ltd. has no partners, associates or other professional employees who are related to any judge of the United States Bankruptcy Court for the Northern District of Illinois.

3. Neither the firm of Baudin Law Group, Ltd. nor I have agreed to share any compensation or reimbursement awarded in this case with any persons other than partners and associates of the firm of Baudin Law Group, Ltd..

4. Baudin Law Group, Ltd. shall be compensated for their services on a contingent fee basis pursuant to terms of the attached agreement.

5. To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14), and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtors pre-petition with respect to the subject personal injury claim.

EXHIBIT
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6. I understand and agree that:

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

B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.

C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.

D. No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties in interest.

E. All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues.

F. The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted.

G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:

i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and

ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

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

iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.

iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

W. Randal Baudin, II, Affiant

Subscribed and sworn to before me this 27 day of September, 20 16

Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/17/19

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

IN RE:	)	CHAPTER 7
PAUL DULBERG	)	Case Number: 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his **Motion for Authority to Enter into a "Binding Mediation Agreement" in accordance with the "Binding Mediation Agreement" which is attached hereto and made a part hereof as Exhibit A.**

A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October, 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church St., Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

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

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

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

IN RE:	)	CHAPTER 7
	)	Case Number: 14-83578
PAUL DULBERG	)	
Debtor.	)	JUDGE: THOMAS M. LYNCH

MOTION FOR AUTHORITY TO ENTER INTO A "BINDING MEDIATION AGREEMENT".

NOW COMES the Trustee, Joseph D. Olsen, by his attorneys, Yalden, Olsen & Willette, pursuant to Bankruptcy Rule 9019, and for his Motion for Authority to Enter into a "Binding Mediation Agreement", states as follows:

1. That the Debtor, Paul Dulberg, filed his Voluntary Petition for Relief pursuant to Chapter 7 of Title 11 on November 26, 2014;

2. That Joseph D. Olsen is the duly appointed and qualified acting case Trustee of the above captioned Estate;

3. That on the date of the petition the Debtor, Paul Dulberg, had a certain claim against David Gagnon, et al for certain personal injuries suffered in a chainsaw injury. This certain personal injury case is pending in the circuit court of the 22nd Judicial Circuit, McHenry County, Illinois in cause number 12LA178.

4. Heretofore the Trustee has hired as his Special Counsel, the Baudin Law Group, Ltd. to prosecute the Bankruptcy Estate's claim in this matter. After discussions with Randy Baudin, the lead attorney on the file, Mr. Baudin has recommended participation in the "Binding Mediation Agreement", a copy of which agreement is attached hereto and made a part hereof as Exhibit A. There can be no guarantee of the amount of the award that is eventually provided under the "Binding Mediation Agreement" but it has a floor of no less than $50,000.00 and a ceiling of no greater than $300,000.00.

The Trustee, in consultation with his special counsel, believes the "Binding Mediation Agreement" would be in the best interest of the Estate.

WHEREFORE, the Trustee requests authority to enter into the afore-described "Binding Mediation Agreement" and to execute any document necessary or appropriate to process the Debtor's claims through that binding mediation process.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

Prepared by:
Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
(815) 965-8635

Alexian Brothers Medical Group
PO Box 5588
Belfast, ME 04915-5500

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

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

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

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

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

Capital One Bank (USA), N.A.
PO Box 6492
Carol Stream, IL 60197-6492

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Dr. Frank W. Sak
4606 W. Elm Street
McHenry, IL 60050-4015

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1908

Hand Surgery Associates, SC
Dr. Sagerman / Dr. Bisfora
515 W. Algonquin Road
Arlington Heights, IL 60005-4405

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051-0220

MidAmerica Hand to Shoulder Clinic
Dr. Talerico
75 Remittance Drive, Suite 6035
Chicago, IL 60675-6035

Moraine Emergency Physicians
PO Box 8759
Philadelphia, PA 19101-8759

Northern Illinois Medical Center
4201 Medical Center Drive
McHenry, IL 60050-8499

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673-1257

Northwest Surburban Anesthesiologis
8163 Solutions Center
Chicago, IL 60677-8001

Oak Trust Credit Union
1 South 450 Summit Avenue
Oakbrook Terrace, IL 60181

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9189

Oak Trust Credit Union
444 N Eola Rd, Suite 101
Aurora, IL 60502-9620

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Katonah, NY 10536-0502

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4361

Walmart Pharmacy
3801 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Worlds Foremost Bank NA
4800 NW 1st Street
Suite 300
Lincoln, NE 68521-4463

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

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

Attorney W. Randal Baudin, II
Baudin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. **Parties**

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. **Date, Time and Location of the Binding Mediation**

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. **Rules Governing the Mediation**

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. **Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT "A"

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:

   a. Medical records and medical bills for medical services;

   b. Bills for drugs and medical appliances (for example, prostheses);

   c. Property repair bills or estimates;

   d. Reports of lost time from employment, and / or lost compensation or wages;

   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;

   f. Photographs;

   g. Police reports;

   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and

   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.

2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The Items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

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

IN RE:	)	CHAPTER 7
	)	
DULBERG, PAUL	)	CASE NO. 14-83578
	)	
Debtor.	)	JUDGE THOMAS M. LYNCH

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notified via Electronic filing: Attorney David Stretch and U.S. Trustee's Office,

Notified via U.S. Postal Service: See attached service list.

Joseph D. Olsen, Trustee has filed papers with the Court regarding his **Motion to Employ Special Counsel, Baudin Law Group, Ltd, as attorneys for the Trustee to pursue a personal injury cause of action.** A copy of said Motion referred to herein is available for inspection at the offices of the Clerk of the U.S. Bankruptcy Court or at the offices of Yalden, Olsen & Willette, during usual business hours.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you want the Court to consider your views on the Motion, then you or your attorney must:

Attend the hearing on scheduled to be held on the 31st day of October , 2016 at 9:30 am in courtroom 3100, United States Bankruptcy Court, 327 South Church Street, Rockford, IL 61101.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting that relief.

Joseph D. Olsen, Trustee

By: YALDEN, OLSEN & WILLETTE, his attorneys

By: s/s Joseph D. Olsen

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

CERTIFICATE OF SERVICE

I, the undersigned, certify that on October 4, 2016 I caused the aforesaid to be served upon all persons to whom it is directed (see attached Service List) by United States Mail by depositing the same in the United States Mail at Rockford, Illinois, at or about the hour of 5:00 p.m.

s/s Marti Maravich

EXHIBIT 5

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

IN RE:	)	CHAPTER 7
	)	
PAUL DULBERG,	)	CASE NO. 14-83578
	)	
	)	
Debtors.	)	JUDGE: THOMAS M. LYNCH

MOTION TO EMPLOY SPECIAL COUNSEL

NOW COMES Joseph D. Olsen, Trustee, by his attorneys, Yalden, Olsen & Willette, and for his Motion to Employ Special Counsel, hereby states as follows:

1. JOSEPH D. OLSEN is the duly qualified, appointed, and acting Trustee in the above-captioned case.

2. To perform his duties as Trustee, your movant requires the services of an attorney for the following purposes:

A. To appear for and prosecute the Estate's interest regarding a personal injury cause of action;

B. To assist in the preparation of such pleadings, motions, notices, and orders which are required;

3. For the foregoing and all other necessary and proper purposes, movant desires to retain the law office of Baudin Law Group, Ltd., as counsel for the Trustee.

4. Movant feels that the law office is well qualified to render the foregoing services.

5. The law office of Baudin Law Group, Ltd. has no connections with the Debtor(s), creditors, or any party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee as defined in 11 U.S.C. Section 101(14), except as follows:

Post petition the Debtor entered into a contingent fee agreement with Baudin & Baudin (the predecessor law group to the Baudin Law Group, Ltd.) whereby the Debtor paid $3,333.33 as a nonrefundable retainer (to the offset against any future recovery) and agreed to pay Baudin & Baudin 331/3% as a contingency fee if the matter settled prior to trial and 40% if the matter proceeds to trial.

6. The attorneys requests that they be compensated in accordance with Baudin Law Group, Ltd. fee agreement which is attached hereto and made a part hereof as "Exhibit A."

WHEREFORE, JOSEPH D. OLSEN, Trustee, prays that he be authorized to employ the law office of Baudin Law Group, Ltd., as his attorneys to render services in the areas described above and compensation be paid as an administrative expense and in such amounts as this Court may hereinafter determine and allow.

JOSEPH D. OLSEN, Trustee

By: YALDEN, OLSEN & WILLETTE, his Attorneys

By: s/s Joseph D. Olsen

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

Alexian Brothers Medical Group
PO Box 5508
Belfast, ME 04915-5508

Associated Neurology SC
1900 Hollister Drive
Suite 250
Libertyville, IL 60048-5249

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

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

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McHenry, IL 60050-7410

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7918

Attorney W. Randal Baudin, II
Baudin Law Group, Ltd.
2100 N. Huntington Dr Suite C
Algonquin, IL 60102

FEE AGREEMENT

I, Paul Dulberg, hereby agree to retain and employ BAUDIN & BAUDIN, an association of attorneys, to prosecute and/or settle all suits and claims for damages, which may include personal injuries and property damage, against responsible parties, including their insurance companies and my insurance companies, or any other responsible insurance companies, arising out of events which occurred on or about the 28th day of June, 2011, at or near 1016 W. Elder Avenue, McHenry, Illinois.

I agree to pay BAUDIN & BAUDIN as compensation for services (1) a non-refundable retainer fee of $3,333.33; AND (2) a sum of money equal to one-third (1/3) of the gross amount realized from this claim by settlement prior to trial of this matter, OR, if this matter proceeds to trial, which is defined as any time after the final pre-trial conference with the Court has concluded, I agree to pay BAUDIN & BAUDIN as compensation for its services a sum of money equal to forty percent (40%) of the gross amount realized from such action. Should this matter conclude by way of settlement, negotiations, trial, arbitration or judgment in my favor, BAUDIN & BAUDIN agrees to reduce its percentage fee by an amount of $3,333.33 as an offset for the non-refundable retainer fee; however, in no event will the $3,333.33 be refunded to me once this agreement has been executed.

I realize, understand and agree that all expenses and costs related to my claim, such as medical expenses for my/our care and treatment and related costs such as costs for obtaining medical records and bills, as well as court costs, including filing fees, costs of depositions, costs of experts, etc. are my obligation and responsibility and shall be paid as those bills become due from time to time.

It is further agreed and understood that there will be no further charges for legal services over and above the $3,333.33 non-refundable retainer fee by BAUDIN & BAUDIN (with the exception of the aforesaid expenses and costs referred to in paragraph 3) unless recovery is made in this claim, and that no settlement will be made without the consent of the claimant(s).

I hereby authorize and direct that BAUDIN & BAUDIN is authorized to endorse and deposit any proceeds received in regard to the aforesaid claim herein, and to disburse those funds for purposes of client payments, resolution of liens, reimbursement of costs advanced, and attorney's fees.

This cause was not solicited either directly or indirectly from me/us by anyone. This agreement is being executed with duplicate originals.

Signed this 22nd day of September, 2015, and copy received by claimant(s) or claimant(s)'s representative.

Claimant

Paul Dulberg
Claimant

~~BAUDIN & BAUDIN~~
2100 N. Huntington Drive, Suite C
Algonquin, IL 60102
847.658.5295 FAX: 847.658.5015

Revised 9/2015

EXHIBIT "A"

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

PAUL R. DULBERG,	)	No. 14 B 83578
	)	Rockford, Illinois
	)	9:30 a.m.
Debtor.)		October 31, 2016

TRANSCRIPT OF PROCEEDINGS BEFORE THE
HONORABLE THOMAS M. LYNCH

APPEARANCES:

U.S. Trustee: Mr. Joesph D. Olsen.

GROUP
EXHIBIT
6A

THE CLERK: Paul Dulberg, 14 83578.

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.

(End of audio to be transcribed.)

CERTIFICATE

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

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

Binding Mediation Agreement
ADR Systems File # 33391BMAG

Revised for Special Billing

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

SPECIAL BILLING – Section V.B.5 – Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. Powers of the Mediator

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

EXHIBIT "A"

EXHIBIT 6B

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.
2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
   c. Property repair bills or estimates;
   d. Reports of lost time from employment, and / or lost compensation or wages;
   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
   f. Photographs;
   g. Police reports;
   h. Any other document not specifically covered by any of the foregoing provisions that a Party believes in good faith should be considered by the Mediator; and
   i. Each Party may introduce any other evidence, including but not limited to documents or exhibits, in accordance with the rules of evidence of the State of Illinois.
2. The Parties agree that they will not disclose any and all dollar figures relating to the high/low agreement; last offer and last demand; policy limits; and /or set-offs orally or in written form, to the Mediator at any time before or during the conference, or while under advisement, prior to the Mediator's final decision.

a. Violation of this rule set forth in (D)(2) shall constitute a material breach of this Agreement. The non-disclosing Party must formally object to the Mediator upon learning of the breach, or the breach will be considered waived. The non-disclosing Party shall then have the option to continue the Mediation from the point of objection to its completion; or to terminate the Mediation at the point of objection as null and void. The ADR Systems case manager must be made aware of this breach at the time of the objection, so the objection is addressed in accordance with the Agreement; and

b. If the Mediation is terminated as null and void, all costs of the Mediation will be charged entirely to the disclosing Party. A new Mediation shall then take place with a new Mediator on a new date. If the Mediation is not terminated, the costs of the Mediation shall remain the responsibility of each Party or in accordance with the Agreement.

3. The Parties agree if a Party has an objection to the evidence or material submitted by any other Party pursuant to Paragraph (D)(1), notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Mediation. If resolution cannot be obtained, the case manager will forward the objection to the Mediator to be ruled upon before or at the Mediation. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**

4. The Parties agree that any Party desiring to introduce any of the items described in Paragraph (D)(1) without foundation or other proof, must deliver said items to the Mediator and to the other Parties no later than **Monday, November 21, 2016.**

5. The items are considered delivered as of the date that one of the following events occur:

   a. If mailed, by the date of the postmark;

   b. If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and

   c. The date transmitted by facsimile or email.

6. The Parties agree to deliver any of the items described in Paragraph (C)(1) and (D)(1) to the following addresses:

   If emailing Submissions, please send to submissions@adrsystems.com, however, please do not send anything over 50 pages, including exhibits.

   The Honorable James P. Etchingham, (Ret.) (Mediator)
   C/O ADR SYSTEMS
   20 North Clark Street
   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
   Crystal Lake, IL 60039

Shoshan Reddington, Esq. (Defense Attorney)
LAW OFFICES OF STEVEN LIHOSIT
200 N. La Salle Street
Suite 2550
Chicago, IL 60601

E. **Conference Procedure**

1. The Parties may present opening statements but there will be no live testimony.
2. The Parties will attempt to reach a voluntary settlement through negotiation with the assistance of the Mediator.
3. If the Parties cannot voluntarily reach a settlement, the Mediator will advise the Parties that settlement cannot be reached. The Mediator will then take the matter under advisement and render an award that will be binding to all Parties, (the "Award"), subject to the terms of any high/low agreement that the Parties may have as described below in Paragraph (F)(1).

F. **Award Limits**

1. The Parties may agree prior to the Mediation that a minimum and maximum amount will serve as parameters for the Award (sometimes referred to as a "high/low agreement"), such that the actual amount that must be paid to the plaintiff or claimant shall not exceed a certain amount (the "high" or "maximum award") and shall not be less than a certain amount (the "low" or "minimum award").

   a. If liability is disputed and comparative fault or negligence is asserted as an affirmative defense, the Mediator shall make a finding regarding comparative fault or negligence, if any. In the event that there is a finding of comparative fault or negligence of the plaintiff that is greater than 50% (fifty percent), the plaintiff shall receive the negotiated minimum award. In the event that there is a finding of comparative fault or negligence of 50% (fifty percent) or less against the plaintiff, then any damages awarded in favor of the plaintiff shall be reduced by the amount of the plaintiff's comparative fault or negligence, but shall be no less than the minimum parameter or more than the maximum parameter.

   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

      The Parties agree that for this Mediation the minimum award to Paul Dulberg will be **$50,000.00**. Also, the maximum award to Paul Dulberg will be **$300,000.00**. These amounts reflect the minimum and maximum amounts of money that David Gagnon shall be liable to pay to Paul Dulberg.

IV. Effect of this Agreement

A. After the commencement of the Mediation, no Party shall be permitted to cancel this Agreement or the Mediation and the Mediator shall render a decision that shall be in accordance with the terms set forth in this Agreement. When the Award is rendered, the Mediation is resolved, and any Award arising from this Mediation shall operate as a bar and complete defense to any action or proceeding in any court or tribunal that may arise from the same incident upon which the Mediation is based.

B. The Parties further agree that any pending litigation will be dismissed, with prejudice, as to those Parties participating in this Mediation upon the conclusion thereof. Any and all liens, including contractual rights of subrogation owed are subject to existing Illinois law. By agreement of the Parties, the Mediator's Award will be final and binding and not subject to appeal or motion for reconsideration by any Party.

V. Mediation Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Mediator's estimated review, session, and follow-up time ("Mediation Costs"). Binding-Mediations are billed at a four hour per day minimum. **The required deposit amount is $2,590.00 from Party B and is due by November 21, 2016.** Any unused portion of the deposit will be refunded based on the four hour minimum. If the Mediator's review, session and follow-up time go over the estimated amount, each Party will be invoiced for the additional time.
2. Mediation Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
3. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
4. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Binding-Mediations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Mediation Costs of all the Parties involved, which includes the four hour per day minimum, additional review time, and any other expenses incurred("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Mediator's lost time can be filled by another matter.

Administrative Fee	$390.00 (Non-refundable)
Mediator's Review Time	$450.00 per hour
Session Time	$450.00 per hour
Mediator's Decision Writing Time	$450.00 per hour
Mediator's Travel Time (if any)	$75.00 per hour

B. Responsibility for Payment **Special Billing

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: _____
Paul Dulberg / Plaintiff Date

By: _____
Kelly N. Baudin / Attorney for the Plaintiff Date

By: _____
Randall Baudin, II / Attorney for the Plaintiff Date

By: _____
Shoshan Reddington / Attorney for the Defendant Date

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

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

ORDER TO EMPLOY SPECIAL COUNSEL

THIS CAUSE coming on to be heard on this 31st day of October, 2016 upon the Trustee's Motion to employ the law office of Baudin Law Group, Ltd. as attorneys for the estate, the Court after considering the Motion, the statements of counsel, pleadings on file and being fully advised in the premises:

IT IS HEREBY ORDERED that Joseph D. Olsen, Trustee herein, is authorized to employ the Baudin Law Group, Ltd. to represent the estate in regards to the Debtor's personal injury claim, more fully described in the Trustee's Motion, and that the Trustee is allowed to adopt the contingency contract between Debtor, Paul Dulberg and Baudin Law Group, Ltd. as described in the Trustee's Motion, and the Trustee may execute such documents as are necessary to accomplish the matters set forth herein.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

EXHIBIT 7

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Western Division

In Re:	)	BK No.: 14-83578
PAUL DULBERG	)	
	)	Chapter: 7
	)	Honorable Thomas M. Lynch
	)	
	)	
Debtor(s)	)	

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.

Enter:

Honorable Thomas M. Lynch
United States Bankruptcy Judge

Dated: October 31, 2016

Prepared by:

Joseph D. Olsen
Yalden, Olsen & Willette
1318 East State Street
Rockford, IL 61104
815-965-8635 (phone)
815-965-4573 (fax)

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

JO

Joseph D. Olsen - Yalden, Olsen & Willette
838 North Main Street, Rockford, IL 61103-6906
(815) 965-8635 | Fax (815) 965-4573 | jolsenlaw@comcast.net

We have moved! Our new address is noted above. Our phone, fax, and email addresses will remain the same. Thank you.

---------- Original Message ----------
From: Joe Olsen <jolsenlaw@comcast.net>
To: Randy Baudin II <randybaudin2@gmail.com>
Cc: jolsenlaw <jolsenlaw@comcast.net>
Date: December 13, 2016 at 2:33 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Randy-

Just a follow up to our conf. this afternoon, where you advised the results of the binding mediation;

First off, thank you.

Difficult having a Ch. 7 Trustee hovering around your file. I appreciate your professionalism and cooperation;

Secondly, Re medical liens, I reviewed what I had. I came across 1 lien claim, that from U.S. Physical Therapy, Inc., it looks pretty defective. Did you or one of the prior attys. on file ever get notice from them? From any other lien claimant? If you have any such information, could you send me a complete copy of whatever it is you have?

Third, Re your compensation (most important), do we have to worry about any of the debtor's previous atty's possible claim for lien?

If so, can you give me whatever you have re same? The quickest way to get you paid, is if you can provide me w/ the equivalent of a settlement statement which would show how much is owed under the contingent fee contract, plus any costs/expenses claimed by you.

If there is any other claim by any other party to the settlement proceeds, please let me know;

As soon as I get the "settlement statement" I'll file w/ court to get it approved. It's a 21 day notice.

Can you let me know when you expect to receive the settlement funds? Again, you must turn over the gross proceeds to me.

Thanks again.

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

On October 31, 2016 at 10:50 AM Randy Baudin II <randybaudin2@gmail.com> wrote:

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

EXHIBIT 9

On Mon, Oct 31, 2016 at 10:41 AM, < jolsenlaw@comcast.net> wrote:

Randy-
The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement";
Do you want the debtor to /s/ the form, or me as trustee?
Let me know, thanks.

From: "Randy Baudin II" < randybaudin2@gmail.com>
To: "jolsenlaw" < jolsenlaw@comcast.net>
Sent: Monday, September 26, 2016 2:09:00 PM
Subject: Re: Paul Dulberg 14-83578 & 12LA178

Any luck on appointing us as attorneys on this case yet?

Thanks,
Randy

On Fri, Sep 16, 2016 at 11:24 AM, < jolsenlaw@comcast.net> wrote:

Randy-
Nice talking w/ you today, below is contact info.
Thanks.

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

--

Click to get my LinkedIn Profile

W. Randal Baudin II's Linkedin Profile
Cell 815.814.2193

ADR systems

Binding Mediation Award

Paul Dulberg)
)
)
)
v.) ADR Systems File # 33391BMAG
)
)
David Gagnon)

On December 8, 2016, the matter was called for binding mediation before the Honorable James P. Etchingham, (Ret.), in Chicago, IL. According to the agreement entered into by the parties, if a voluntary settlement through negotiation could not be reached the mediator would render a settlement award which would be binding to the parties. Pursuant to that agreement the mediator finds as follows:

Finding in favor of: Paul Dulberg

Gross Award: $660,000.

Comparative fault: 15 % (if applicable)

Net Award: $561,000

Comments/Explanation	
medical	$ 60,000.
future medical	$ 200,000.
Lost wage	$ 250,000.
P.S	75,000.
L N L	75,000.

The Honorable James P. Etchingham, (Ret.)

EXHIBIT 10

Binding Mediation Agreement
ADR Systems File # 33391BMAG

I. Parties

A. Paul Dulberg, by attorneys, Kelly N. Baudin and Randall Baudin, II

B. David Gagnon, by attorney, Shoshan Reddington

II. Date, Time and Location of the Binding Mediation

Date: Thursday, December 8, 2016
Time: 1:30 P.M.
Location: ADR Systems of America, LLC
20 North Clark Street
Floor 29
Chicago, IL 60602
Contact: Alex Goodrich
312-960-2267

III. Rules Governing the Mediation

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for binding mediation ("Mediation") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms:

A. **Powers of the Mediator**

1. The Parties agree that The Honorable James P. Etchingham (Ret.) shall serve as the sole Mediator in this matter (the "Mediator").
2. The Mediator shall have the power to determine the admissibility of evidence and to rule upon the law and the facts of the dispute pursuant to Section III(D)(1). The Mediator shall also have the power to rule on objections to evidence which arise during the hearing.
3. The Mediator is authorized to hold joint and separate caucuses with the Parties and to make oral and written recommendations for settlement purposes.
4. **The Parties agree that the Mediator shall decide all issues concerning liability and damages arising from the dispute if this matter cannot be settled, unless any of the above is waived. Any other issues to be decided must be agreed upon by the Parties, and included in this contract.**
5. Any failure to object to compliance with these Rules shall be deemed a waiver of such objection.

B. **Amendments to the Agreement**

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

EXHIBIT
11

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes MUST be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. **Pre-Hearing Submission**

1. Mediation statements are permitted provided that the statement is shared among the other parties. The Mediation Statement may include: statement of facts, including a description of the injury and a list of special damages and expenses incurred and expected to be incurred; and a theory of liability and damages and authorities in support thereof.

D. **Evidentiary Rules**

1. The Parties agree that the following documents are allowed into evidence, without foundation or other proof, provided that said items are served upon the Mediator and the opposing Party at least **17 (seventeen)** days prior to the hearing date:
   a. Medical records and medical bills for medical services;
   b. Bills for drugs and medical appliances (for example, prostheses);
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   e. The written statement of any expert witness, the deposition of a witness, the statement of a witness, to which the witness would be allowed to express if testifying in person, if the statement is made by affidavit sworn to under oath or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure;
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   a. If mailed, by the date of the postmark;
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   C/O ADR SYSTEMS
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   Floor 29
   Chicago, IL 60602

   Kelly N. Baudin, Esq. / Randall Baudin, II, Esq. (Plaintiff Attorneys)
   BAUDIN LAW GROUP
   304 McHenry Avenue
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   Shoshan Reddington, Esq. (Defense Attorney)
   LAW OFFICES OF STEVEN LIHOSIT
   200 N. La Salle Street
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   b. All award minimum and maximum parameters are subject to applicable set-offs if any, as governed by policy provisions if not specified in the Agreement.

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Session Time	$450.00 per hour, split equally between Parties
Mediator's Decision Writing Time	$450.00 per hour, split equally between Parties
Mediator's Travel Time (if any)	$75.00 per hour, split equally between Parties

B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Mediation Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Mediation, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Mediation, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs,

3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.
5. ****Defendant agrees to pay up to $3,500.00 of Plaintiff's Binding Mediation Costs.**

VI. Acknowledgment of Agreement

A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.

B. Each Party is responsible for only his/her own signature where indicated and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.

By: Paul Dulberg
Paul Dulberg / Plaintiff — Date

By:
Kelly N. Baudin / Attorney for the Plaintiff — Date 12/8/16

By:
Randall Baudin, II / Attorney for the Plaintiff — Date 12/8/16

By: Walter Norman
Shoshan Reddington / Attorney for the Defendant — Date 12/8/16

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

EXHIBIT B

Firm ID 42907 File No. 306321-CVA

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

PAUL R. DULBERG, Individually and THE PAUL R. DULBERG REVOCABLE TRUST,	)	
Plaintiffs,	)	
v.	)	No. 22 L 10905
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,	)	Calendar "U"
Defendants.	)	

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S ANSWER AND AFFIRMATIVE AND OTHER DEFENSES TO PLAINTIFF'S COMPLAINT AT LAW

NOW COMES the Defendant, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY ("Allstate"), by and through its attorneys, Amundsen Davis, LLC, and as and for its Answer to the Plaintiff's Complaint at Law, states as follows:

NATURE OF THE CASE

1. This is an action against Defendants KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

ANSWER: Paragraph 1 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 1 adequately describes the nature of the case against the named parties.

2. This is an action against Defendants JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION).**

ANSWER: Paragraph 2 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 2 adequately describes the nature of the case against the named parties.

3. This is an action against Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES for **BREACH OF A WRITTEN CONTRACT.**

ANSWER: Paragraph 3 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 3 adequately describes the nature of the case against the named parties.

4. This is an action against Defendant ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY for **BREACH OF A WRITTEN CONTRACT**.

ANSWER: Paragraph 4 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 4 adequately describes the nature of the case against Allstate.

PARTIES

5. Plaintiffs are PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST. Paul R. Dulberg is an Illinois resident whose address is 4606 Hayden Court, McHenry Illinois 60051. The Paul R. Revocable Trust of which Paul R. Dulberg and

Thomas W. Kost are Co-Trustees is an Illinois Revocable Thrust whose address is 4606 Hayden Court, McHenry Illinois 60051.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 and, therefore, denies the same.

6. Defendants are:

A) KELLY N. BAUDIN is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. She is also the President and Agent for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

B) WILLIAM RANDAL BAUDIN II is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. He is also the Secretary for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

C) KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., is an Illinois Domestic Company with an assumed name of THE BAUDIN LAW GROUP, LTD. With an address of 304 South McHenry Avenue, Crystal Lake, Illinois 60014, and Registered Agent Kelly N. Baudin 304 South McHenry Avenue, Crystal Lake, Illinois 60014.

D) JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2021 with a registered address of 1837 National Avenue, Rockford, Illinois 61103.

F) RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2013 with a registered address of 1505 National Avenue, Rockford, Illinois 61103.

G) ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, is an Illinois Domestic LLC with a principal office address of 20 North Clark Street 29th Floor, Chicago, Illinois 60602. The registered agent is Marc J. Becker 20 North Clark Street, Suite 2900, Chicago, Illinois 60602.

H) ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY is an Illinois Domestic Dividing Stock Insurance Company pursuant to the Illinois Insurance Code 215 ILCS 5/35B-20 Type P&C Domestic Stock. Its address is 3100 Sanders Road, Suite 2100, Northbrook, Illinois 60062. Its Parent Company is THE ALLSTATE CORPORATION. Its registered agent is CT

CORPORATION SYSTEM, 208 SOUTH LASALLE STREET SUITE 814, CHICAGO, ILLINOIS 60604.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, paragraphs A) through F) and, therefore, denies the same. Upon information and belief, Allstate admits paragraph 6 G). Allstate denies the allegations in paragraph 6 H) referencing Illinois Insurance Code 215 ILCS 5/35B-20, the requirements of a plan of division of a domestic stock company, but otherwise admits the allegations in paragraph 6 H).

JURISDICTION AND VENUE

7. This Court has personal jurisdiction for each Defendant as follows:

7a. KELLY N. BAUDIN pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2¬209(b)(2);

7b. WILLIAM RANDAL BAUDIN II pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7c. KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., pursuant to 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7d. JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7e. CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2¬209(b)(2);

7f. RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7g. ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2¬209(b)(3);

7h. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(b)(4).

ANSWER: Paragraph 7, including 7a. through 7h. contains legal conclusions to which no response is required. To the extent a response is required, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs

7a. through 7g. and, therefore, denies the same. To the extent a response is required, Allstate admits the allegations in paragraph 7h.

8. This Court has subject matter jurisdiction pursuant to The Constitution of the State of Illinois, Article VI The Judiciary, Section 9. Circuit Courts-Jurisdiction because legal malpractice, fraud and breach of contract matters committed within the State of Illinois.

ANSWER: Paragraph 8 contains legal conclusions to which no response is required. To the extent a response is required, Allstate admits the allegations in paragraph 8.

9. Venue is proper pursuant to 735 ILCS 5/2-101(1) because Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES is a "resident " of Cook County, Illinois and 735 ILCS 5/2-101(2) because the fraudulent Binding Mediation Agreement was created and the Binding Mediation Hearing was conducted in Cook County, Illinois.

ANSWER: Paragraph 9 contains legal conclusions to which no response is required. To the extent a response is required, Allstate admits that ADR Systems of America, LLC resides in Cook County, Illinois and admits that the Binding Mediation Hearing was conducted in Cook County, Illinois. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 9 and, therefore, denies the same.

STATEMENT OF FACTS

10. On or about October 2, 2014 PLAINTIFF Paul R Dulberg began calling the office of Randy Baudin Sr. multiple times, but nobody called back until December of 2014.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 and, therefore, denies the same.

11. On or about September 22, 2015 Plaintiff Paul R Dulberg along with his mother Barbara Dulberg and brother Tom Kost went to meet with Randy Baudin Sr., and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at the office of Randal Baudin Sr. to discuss possible representation.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 and, therefore, denies the same.

12. Upon entering the office of Randy Baudin Sr. Dulberg on September 22, 2015 Plaintiff met with a receptionist who called herself Myrna and she introduced Dulberg to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin, attorneys of the firm.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 and, therefore, denies the same.

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

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 and, therefore, denies the same.

14. A meeting took place on September 22, 2015 between Plaintiff Dulberg, Barbara Dulberg, Tom Kost and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 and, therefore, denies the same.

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin & Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

ANSWER: Allstate admits that a document titled "Fee Agreement" that purports to be an agreement between Plaintiff Dulberg and Baudin & Baudin is attached to the Complaint as Exhibit 1, which is a written document that speaks for itself. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15 and, therefore, denies the same.

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., located at 304 McHenry Ave., Crystal Lake, Illinois 60014.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 and, therefore, denies the same.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their opening meeting that he intended/required that they were willing to take the case to trial.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 and, therefore, denies the same.

18. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin agreed to take the case to trial if necessary.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 and, therefore, denies the same.

19. Plaintiff Dulberg hired Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin to represent him in prosecuting his claims in the pending case designated as 12 LA 178 and that the case was an asset of the Bankruptcy Estate Bk No.: 14-83578.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 and, therefore, denies the same.

20. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) cross-claim that would have determined liability for the remaining defendant.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 and, therefore, denies the same.

21. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) Interrogatories that may have determined liability for the remaining defendant.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 and, therefore, denies the same.

22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.: 14-83578.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 and, therefore, denies the same.

23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 and, therefore, denies the same.

24. On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Kelly and I would like speak with you and your mom Monday night at 630"*(sic)*

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 and, therefore, denies the same.

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 and, therefore, denies the same.

26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 and, therefore, denies the same.

27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 and, therefore, denies the same.

28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28 and, therefore, denies the same.

29. On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 and, therefore, denies the same.

30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30 and, therefore, denies the same.

31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 31 and, therefore, denies the same.

32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow" *(sic)*

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 32 and, therefore, denies the same.

33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh Please answer this in the morning How are costs and attorney fees handled in binding arbitration? Do they come out of the award or are they in addition to the award like a trial?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 and, therefore, denies the same.

34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Both Handled the same as trail."*(sic)*

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34 and, therefore, denies the same.

35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are awarded separate from the award or do they still come out of the 300k cap?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 and, therefore, denies the same.

36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating If *(sic)* 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.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36 and, therefore, denies the same.

37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 and, therefore, denies the same.

38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38 and, therefore, denies the same.

39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 and, therefore, denies the same.

40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 and, therefore, denies the same.

41. On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers say that it is the best that you do the binding mediation. We are deciding this based on facts and odds as to give you the best outcome. It appears to me that you are still looking for some justification or rationalization to carry on as if it will make it better. It won't. This will give you the best possible outcome."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 and, therefore, denies the same.

42. On July 19, 2016 at 1:46 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, Yes arbitration is appealing because it saves a few thousand dollars and maybe a few years but I don't like the idea of being blindly boxed in on their terms alone without any assurances as to your fees, medical expenses or even what we spent out of pocket in costs to get here. I want some assurances/concessions on their part prior to walking in or it's no deal. Going in blind with no assurances, I can't help but to feel like a cow being herded thinking its dinner time but it's really slaughter time. They need to give somewhere prior to arbitration or it's a good indication as to how they will negotiate once we start. In other wards*(sic)*, 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"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42 and, therefore, denies the same.

43. On July 19, 2016 at 4:28 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "So sorry your texts come in out of order. Binding mediation or no."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 and, therefore, denies the same.

44. On July 20, 2016 at 11:44 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "All right, Kelly called and we have Cole show Sean in the next hour or so. Kelly had promised her we were calling yesterday, they have to know what's going on and make arrangements regarding additional counsel. Again, as your attorneys we are strongly urging you to participate in the binding mediation. It is your best opportunity for the greatest possible recovery and the guarantee that you would at least walk away with something if you got 0. Again, this gives us the most control of the situation."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44 and, therefore, denies the same.

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

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45 and, therefore, denies the same.

46. On July 20, 2016 at 1:24 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I truly appreciate yours and Kelly's honest advice and I hope I continue to receive it in the future. Please don't take this personal because it's not. I value everything you have to offer more than you know. I will be moving forward with litigation at this time. However, should Allstate consider a full settlement with no strings attached in the future so they can save the cost of litigation or a humiliating defeat I'm not opposed to entertaining it and most likely will accept it. This is too important to me and my family. I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly in the hopes of saving a few thousand dollars and time. Thank you both for your honest advice now let's move forward together and enjoy winning this case together."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 and, therefore, denies the same.

47. On August 16, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I have to ask again, why is it wise to agree to mediate before permanent disability is determined by social security since the permanent disability rating would be a large factor in determining what the insurance adjuster is willing to give? Both mom and myself need a real answer to this question"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 and, therefore, denies the same.

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF W. RANDALL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) and 5002 TO EMPLOYEE BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE".

Section 1 states:
"I am a member of the law firm of Boudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd. with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

Section 5 of the affidavit states:
"To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14) and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtor's pre-petition with respect to the subject personal injury claim."

Section 6, part A states:
"My firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment."

Section 6, part D states:
"No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties of interest."

Section 6, part E states:
"All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim and will leave to others any advice or representation as to such issues."

Section 6, part F states:
"The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted."
(Please see Exhibit 2 and exhibit 3 attached).

ANSWER: Allstate admits that documents titled "Affidavit Of W. Randall Baudin, II Pursuant To Rules 2014(a), 2016(b) and 5002 To Employ Baudin Law Group, Ltd. As Special

Counsel For The Trustee" and signed by W. Randall Baudin II are attached to the Complaint as Exhibits 2 and 3 and admits that the exhibits contain the language recited in paragraph 48. Allstate further states that the exhibits are written documents that speak for themselves. Allstate denies any allegation in paragraph 48 that is inconsistent with the referenced documents.

49. On October 4, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court. (Please see Exhibit 4 and 5 attached)

ANSWER: Allstate admits that documents titled "Motion for Authority to Enter into a 'Binding Mediation Agreement'" and "Motion to Employ Special Counsel" are attached to Plaintiff's Complaint as Exhibits 4 and 5, respectively, which are written documents that speaks for themselves. Allstate denies any allegations in paragraph 49 that are inconsistent with the referenced documents.

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing Dulberg that the binding mediation process will take place even though Dulberg does not approve of the process and refused to sign the arbitration agreement. W. Randal Baudin II informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 and, therefore, denies the same.

51. On October 18, 2016 at 10:50 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Hi Randy, since we haven't received the IME report in 10 days as the Dr stated we would, I'd like to move back the date of the mediation thingy I'm being forced into so we have more than only a few weeks to deal with whatever the report may show. At least 2-3 months should do it considering the defense has already had the treating Dr's reports and depositions for months and years already. Let me know"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 and, therefore, denies the same.

52. On October 31, 2016 Trustee Olsen appeared before the Honorable Thomas M. Lynch in the Northern District of Illinois, Western Division, US Bankruptcy Court and the following occurred:

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

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

But I don't do personal injury work at all, so I'm not sure how that all flows through to a jury, but he didn't seem to want to go through a jury process. He liked this process, so... THE COURT: Very well. Mr. Olsen, first of all, with regard to the application to employ the Baudin law firm, it certainly appears to be in order and supported by affidavit. Their proposed fees are more consistent with at least what generally is the market than some of the fees you and I have seen in some other matters. One question for you: Have you seen the actual engagement agreement?

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

THE COURT: Okay.

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

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

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

THE COURT: Interesting.

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

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

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

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

MR. OLSEN: Correct.

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

MR. OLSEN: Thanks, Your Honor."

(Please see Group Exhibit 6A and B attached)

ANSWER: Allstate admits that Exhibit 6A to the Complaint are portions of a transcript of an October 31, 2016 court hearing before the United States Bankruptcy Court for the Norther District of Illinois, Western Division in Case No. 14 B 83578. Allstate also admits that Exhibit 6B purports to be an ADR Binding Mediation Agreement for a claim by Plaintiff Dulberg against David Gagnon. The referenced exhibits are written documents that speak for themselves. Allstate denies any allegations in paragraph 52 that are inconsistent with the referenced documents.

53. On October 31, 2016 both orders were issued by bankruptcy judge. (Please see Exhibit 7 and Exhibit 8 attached)

ANSWER: Allstate admits that Exhibits 7 and 8 to the Complaint purport to be copies of Orders entered by the United States Bankruptcy Court for the Northern District of Illinois, Western Division in Case No. 14 B 83578 on October 31, 2016, which are written documents that speak for themselves. Allstate denies any allegations in paragraph 53 that are inconsistent with the referenced documents.

54. On October 31, 2016 at 10:41AM trustee Olsen sent an email to Randall Baudin II stating: "Randy- The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement"; Do you want the debtor to /s/ the form, or me as trustee? Let me know, thanks." (Please see Exhibit 9 p2 attached)

ANSWER: Allstate admits that Exhibit 9 to the Complaint contains an October 31, 2016 email from Olsen to Randall Baudin II, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 54 that are inconsistent with the referenced document.

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it." (Please see Exhibit 9 P3 attached)

ANSWER: Allstate admits that Exhibit 9 to the Complaint contains an October 31, 2016 email from Randall Baudin II to Olsen, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 55 that are inconsistent with the referenced document.

56. On or about November 15, 2016 W. Randal Baudin II told Dulberg that even though he does not want the binding mediation to take place, he should attend the hearing anyway because the judge will look down on a person that doesn't attend as if they are uninterested in their own case.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56 and, therefore, denies the same.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother, Barbara Dulberg, even though he did not agree to the process, did not want it to happen, and refused to sign any agreement or consent to the process.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 57 and, therefore, denies the same.

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

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 and, therefore, denies the same.

59. Towards the end of the Binding Mediation, the Mediator was informing Dulberg that he was finding in Dulberg's favor but wasn't going to make the award so high that a neighborhood war would break out and Dulberg would have to wait to find out the award amount.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 and, therefore, denies the same.

60. At that point some yelling started outside the room, to Dulberg and Barbara Dulberg it sounded like Kelly Baudin and Shoshan Reddington, Esq. (Allstate Defense Attorney).

ANSWER: Allstate denies that Allstate Defense Attorney Shoshan Reddington, Esq. was involved in any yelling. Allstate lacks knowledge or information sufficient to form a belief as to the remaining truth of the allegations in paragraph 60 and, therefore, denies the same.

61. Dulberg continued to talk with the Mediator and W. Randall Baudin II quickly excused himself to deal with the yelling.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61 and, therefore, denies the same.

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry because she was informed they had a deal with prior counsel and the case would be settled for $50,000.

ANSWER: Allstate denies that Allstate Defense Attorney Shoshan Reddington, Esq. was angry or under a belief that there was a deal with prior counsel that the case would be settled

for $50,000. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 62 and, therefore, denies the same.

63. When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires – were also somewhat responsible ...".

Dulberg asked, Is that true?

W. Randall Baudin II looked and replied, That's what it says

Dulberg replied, Mast ******** lied.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 63 and, therefore, denies the same.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of $660,000.00. (Please see Exhibit 10 attached)

ANSWER: Allstate admits that Exhibit 10 to the Complaint purports to be a Binding Mediation Award from the December 6, 2016 mediation, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 64 that are inconsistent with that document.

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 65 and, therefore, denies the same.

66. W. Randall Baudin II spoke of the $561,000 net award informing Dulberg that both he and Kelly thought they did good and unfortunately the cap of $300,000 was in place but we think we did good.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 66 and, therefore, denies the same.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you sincerely. I just can't help it, what I see here is a gift of $261,000 given to those responsible for my injuries.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 67 and, therefore, denies the same.

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

ANSWER: Allstate admits that Dulberg signed a Release Of All Claims pursuant to which Allstate issued payment to his Estate in the amount of $300,000. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 68 and, therefore, denies the same.

COUNT 1
LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

As the allegations in Count 1 are not directed to Allstate, Allstate makes no response thereto.

COUNT 2
LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.

As the allegations in Count 2 are not directed to Allstate, Allstate makes no response thereto.

COUNT 3
LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD AGAINST DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES

As the allegations in Count 3 are not directed to Allstate, Allstate makes no response thereto.

COUNT 4
BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

As the allegations in Count 4 are not directed to Allstate, Allstate makes no response thereto.

COUNT 5
BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

ANSWER: In response to paragraph 101, Allstate adopts and incorporates as if fully set forth here, its answers and responses to paragraphs 1 through 97 of the Complaint. To the extent Plaintiff meant to repeat and reallege the allegations in paragraphs 1 through 100,

Allstate adopts and incorporates as if fully set forth here, its answers and responses to paragraphs 1 through 100 of the Complaint.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

ANSWER: Allstate admits that Exhibit 11 to the Complaint purports to be a signed Binding Mediation Agreement. Allstate states that Exhibit 11 is a written document that speaks for itself and Allstate denies any allegations in paragraph 102 that are inconsistent with the written document.

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

ANSWER: Allstate admits that attached to the Complaint as Group Exhibit 6B is an unsigned/undated copy of the Binding Mediation Agreement. Allstate states that Exhibit 6B is a written document that speaks for itself and Allstate denies any allegations in paragraph 103 that are inconsistent with the written document. Answering further, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 103 and, therefore, denies the same.

104. Major terms within the two agreements were changed including but not limited to:

a. Notifications under the title on page one;
b. Language under Parties B;
c. page 4 F1.b. regarding who is liable to Plaintiff;
d. page 5 V.A.1. ADR Systems Fee Schedule;
e. page 5 V ADR Systems Fee Schedule boxed information;
f. page 6 section v number 5.

ANSWER: Allstate admits that Exhibit 6B and Exhibit 11 of the Complaint contain some differing language. Answering further, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 104 and, therefore, denies the same.

94*(sic)*. The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 94*(sic)* and, therefore, denies the same.

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

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 105 and, therefore, denies the same.

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

ANSWER: Denied.

107. Plaintiff suffered pecuniary injury in an amount in excess of $261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

ANSWER: Denied.

AFFIRMATIVE AND OTHER DEFENSES

NOW COMES the Defendant, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY ("Allstate"), by and through its attorneys, Amundsen Davis, LLC, and as and for its Affirmative and Other Defenses to the Plaintiff's Complaint at Law, states as follows:

FIRST AFFIRMATIVE AND OTHER DEFENSE

1. Following the December 8, 2015 Binding Mediation, Plaintiff Dulberg executed a Release Of All Claims that fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

2. The Release Of All Claims specifically provides that it shall apply to all unknown and unanticipated injuries and damages resulting from the June 28, 2011 accident.

2. Pursuant to the Release Of All Claims, Allstate paid Plaintiff Dulberg's Estate $300,000, the maximum award provided for in the Binding Mediation Agreement, Exhibits 6B and 11 of the Complaint.

3. The release bars the claims in Count 5 against Allstate.

WHEREFORE, Allstate prays for judgment in its favor and against Plaintiff.

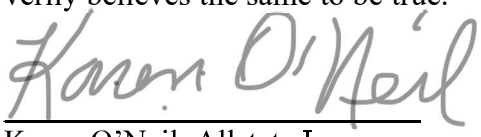
Amundsen Davis, LLC

By: *s/ Christine V. Anto*
One of the Attorneys for Defendant

Christine V. Anto
Amundsen Davis, LLC (#42907)
150 N. Michigan Avenue, Suite 3300
Chicago, Illinois 60601
(312) 894-3200
canto@amundsendavislaw.com

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Karen O'Neil, Allstate Insurance

EXHIBIT C

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

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST	)	
Plaintiffs,	)	CASE NO. 2022L010905
vs.	)	
KELLY N. BAUDIN *A/KIA* BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II *AIK/* A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC *AIK/A* THE BAUDIN LAW GROUP, Ltd., JOSEPH DAVID OLSEN, *AIKJA* YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, *A/KIA* YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, *AIKJA* YALDEN, OLSEN & WILLETTE LAW OFFICES, ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY	)	
Defendants.		

PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S AFFIRMATIVE DEFENSES

Now Comes Plaintiff Paul Dulberg, by and through his attorney Alphonse A. Talarico, and for his Reply states as follows:

1. Following the December 8, 2015 Binding Mediation, Plaintiff Dulberg executed a Release Of All Claims that fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

1. Plaintiff admits that he executed a document that purports to be a "Release of All Claims" but denies that said document fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

2. The Release Of All Claims specifically provides that it shall apply to all unknown and unanticipated injuries and damages resulting from the June 28, 2011 accident.

2. Plaintiff replies that the document speaks for itself and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

2. Pursuant to the Release Of All Claims, Allstate paid Plaintiff Dulberg's Estate $300,000, the maximum award provided for in the Binding Mediation Agreement, Exhibits 6B and 11 of the Complaint.

2.[sic] Plaintiff replies that the document speaks for itself, Plaintiff objects to Affirmative Defense 2.[sic] as it requests a legal conclusion and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

3. The release bars the claims in Count 5 against Allstate.

3. Denied.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY in the amount in excess of $261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Respectfully submitted,

By: /s/ Alphonse A. Talarico
ARDC 6184530
CC 53293
707 Skokie Boulevard suite 600
Northbrook, Illinois 60062
(312) 808-1410
contact@lawofficeofalphonsetalarico.com
alphonsetalarico@gmail.com

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

EXHIBIT D

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

PAUL R. DULBERG, Individually, and THE PAUL R. DULBERG REVOCABLE TRUST, *Plaintiffs*, v. 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, *Defendants*.	)	No. 2022 L 10905 *Calendar U*

AFFIDAVIT OF KAREN O'NEIL

I, KAREN O'NEIL, under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certify that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters I certify as aforesaid that I verily believe the same to be true.

1. I am over the age of twenty-one (21) and am presently employed by Allstate Property and Casualty Insurance Company ("Allstate") as a claims representative and senior consultant. This declaration is based upon my personal knowledge, and I am competent to be a witness in this matter.

2. Following the December 8, 2016 Binding Mediation at issue in the Complaint in this matter, Allstate made payment of $300,000 to the Estate of Paul R. Dulberg ("Dulberg").

3. Allstate also paid $3,500 towards Dulberg's costs associated with the December 8, 2016 Binding Mediation.

4. Following the December 8, 2016 Binding Mediation and Allstate's payments to Dulberg, Dulberg executed a Release of All Claims ("Release").

5. Attached as Exhibit 1 is a true and complete reproduction of the Release executed by Dulberg.

FURTHER AFFIANT SAYETH NAUGHT.

Karen O'Neil
KAREN O'NEIL

5/17/2023
DATE

EXHIBIT D-1

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars ($300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2021, at or near ~~39010 90TH PLACE, GENOA CITY, WI,~~ 1016 W. Elder in McHenry, IL.

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident. Paul Dulberg DOES NOT release any claims involving The Law Offices of Thomas J. Popovich, P.C., Thomas J. Popovich individually, Hans A. Mast individually, Brad J. Balke, P.C., and Brad J. Balke individually.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS 21st **DAY OF** DECEMBER, 2016

Joseph D. Olsen Trustee of the Estate of Paul Dahlberg 14-83578
Signature (Seal)

JOSEPH D. OLSEN, TRUSTEE OF THE ESTATE OF PAUL DAHLBERG 14-83578
Name printed

Witnessed by:

_____ _____

_____ _____

STATE OF IL
COUNTY OF WINNEBAGO

On this 21st day of December, 2016, before me personally appeared Joseph D. Olsen, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his free act and deed.

My commission expires _____ Colleen M. Lemek
Notary Public

OFFICIAL SEAL
COLLEEN M. LEMEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-21-2018

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS 21st **DAY OF** December, 2016

Paul Dulberg (Seal)
Signature

PAUL DULBERG (Seal)
Name printed

Witnessed by:

_____ _____

_____ _____

STATE OF }
COUNTY OF }

On this 21st day of December, 2016, before me personally appeared Paul Dulberg, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that ~~they~~ he executed the same as ~~their~~ his free act and deed.

My commission expires 9/17/19 _____
Notary Public

OFFICIAL SEAL
MYRNA E BOYCE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/19