

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT - LAW DIVISION

PAUL R. DULBERG and THE PAUL)
R. DULBERG REVOCABLE TRUST,)

Plaintiff,)

vs.) No. 2022 L 010905

KELLY N. BAUDIN, et al,)

Defendants.)

Zoom video conference of the Hearing
held before the HONORABLE MICHAEL F. OTTO,
Courtroom 1407, taken pursuant to notice, commencing
at 11:15 a.m., Thursday, September 21, 2023.


Reported by: Connie L. James, CSR
License No. 084.002510

<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S:</p> <p>2 ALL PARTIES APPEARING VIA ZOOM VIDEO CONFERENCE:</p> <p>3</p> <p>4 FOR PLAINTIFF:</p> <p>5 ALPHONSE TALARICO LAW OFFICES</p> <p>6 BY: MR. ALPHONSE TALARICO</p> <p>7 707 Skokie Boulevard - Suite 600</p> <p>8 Northbrook, Illinois 60062</p> <p>9 (312) 808-1410</p> <p>10 FOR DEFENDANT ALLSTATE:</p> <p>11 AMUNDSEN DAVIS</p> <p>12 BY: MS. MICHELLE TINAJERO</p> <p>13 150 N. Michigan Avenue - Suite 3300</p> <p>14 Chicago, Illinois 60601</p> <p>15 (312) 894-3200</p> <p>16 FOR DEFENDANTS OLSEN, WILLETTE & YALDEN:</p> <p>17 LEWIS BRISBOIS BISGAARD & SMITH, LLP</p> <p>18 BY: MR. JASON JOCHUM</p> <p>19 550 W. Adams Street - Suite 300</p> <p>20 Chicago, Illinois 60661</p> <p>21 (312) 345-1718</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 4</p> <p>1 THE COURT: Good morning. Would everyone please</p> <p>2 identify themselves for the record?</p> <p>3 MR. TALARICO: Good morning, Your Honor.</p> <p>4 Alphonse Talarico. I represent the Plaintiffs.</p> <p>5 MS. TINAJERO: Good morning, Judge Otto. My name</p> <p>6 is Michelle Tinajero. I represent Allstate Property</p> <p>7 and Casualty Insurance Company.</p> <p>8 THE COURT: Thank you.</p> <p>9 Mr. is it Mr. Jochum?</p> <p>10 MR. JOCHUM: Jochum, Your Honor. Sorry.</p> <p>11 THE COURT: All right. Good morning.</p> <p>12 MR. JOCHUM: Jason Jochum representing what we</p> <p>13 refer to as the Olsen Defendants, Joseph Olsen, Craig</p> <p>14 Willette and Raphael Yalden. They were dismissed</p> <p>15 earlier, but I'm just observing because we're still on</p> <p>16 appeal.</p> <p>17 THE COURT: Thank you. I see we are also joined</p> <p>18 by Mr. Dulberg, individually, as well as Thomas Kost,</p> <p>19 K O S T, who is identified in his Zoom window as, the</p> <p>20 quote, full trustee of Paul R. Dulberg Revocable Trust,</p> <p>21 unquote.</p> <p>22 We're up today for hearing on Allstate's</p> <p>23 Motion For Summary Judgment, which has been fully</p> <p>24 briefed. Anything to discuss before we move forward</p>
<p style="text-align: right;">Page 3</p> <p>1 I N D E X</p> <p>2</p> <p>3 HEARING ON MOTION FOR SUMMARY JUDGMENT:</p> <p>4</p> <p>5 Arguments:</p> <p>6 By Ms. Tinajero.....Pg. 5</p> <p>7 By Mr. Talarico.....Pg. 7</p> <p>8 By Ms. Tinajero.....Pg. 14</p> <p>9 By Mr. Talarico.....Pg. 16</p> <p>10</p> <p>11 Court's Ruling on the Motion.....Pg. 16</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 5</p> <p>1 with that hearing?</p> <p>2 Mr. Talarico for the Plaintiff?</p> <p>3 MR. TALARICO: Judge, no, nothing.</p> <p>4 THE COURT: Ms. Tinajero, ready?</p> <p>5 MS. TINAJERO: Yes, Your Honor.</p> <p>6 THE COURT: Okay. You'll have the first and last</p> <p>7 word.</p> <p>8 I will say for the record I have read the</p> <p>9 briefs, I have, of course, reviewed the exhibits as</p> <p>10 well as the authority that the parties have cited. So</p> <p>11 no within should feel that they need to read their</p> <p>12 brief to me, but I will, of course, give both sides an</p> <p>13 opportunity to be heard.</p> <p>14 Ms. Tinajero, it's your motion, you'll have</p> <p>15 the first and last word.</p> <p>16 MS. TINAJERO: Thank you, Your Honor. I will</p> <p>17 keep it brief this morning since you have gone through</p> <p>18 the briefs.</p> <p>19 ARGUMENT BY</p> <p>20 MS. TINAJERO:</p> <p>21 The arguments set forth in our Motion For</p> <p>22 Summary Judgment are very straight forward. You know,</p> <p>23 as to the unsigned agreement, the position Plaintiffs</p> <p>24 have taken that a party is bound by and, therefore, can</p>

<p style="text-align: right;">Page 6</p> <p>1 breach an unsigned, undated agreement is a legally 2 flawed position. Simply put, Allstate cannot be bound 3 by an unsigned agreement. 4 As to the binding mediation agreement, which 5 is the only executed valid agreement between the 6 parties, which is undisputed, to the extent terms were 7 modified and/or admitted between the unsigned agreement 8 and the executed binding mediation agreement, it is not 9 alleged Allstate does not maintain that it played any 10 role in drafting anything about the mediation 11 agreement. And, importantly, such amendments were made 12 before the binding mediation was executed. 13 Additionally, the monetary parameters set 14 forth in the agreement remains the same in both the 15 unsigned agreement and the executed binding mediation 16 agreement. 17 The damage that Dulberg identifies in the 18 complaint, you know, in an amount in excess of \$261,000 19 do not flow from any breach complained of as against 20 Allstate. And it's our position that there are no set 21 of facts under which Dulberg can prove a breach of an 22 unsigned agreement or the executed binding mediation 23 agreement. 24</p>	<p style="text-align: right;">Page 8</p> <p>1 from his own attorney forcing -- telling him that if he 2 didn't sign the release, the Judge would hold him in 3 contempt and he would be jailed, different than the 4 general terms of contract by signing a release, which 5 is a contract, under those terms cannot be enforced 6 against the person that's being threatened with jail, 7 and/or being held in contempt. Plus, that particular 8 release makes no sense, Judge. 9 If you really think about all of the things 10 they talk about in their motion and affidavit, 11 especially the affidavit. 12 I would like to bring up the fact that the 13 statement, the affiant says the money was paid and then 14 the releases were sent out to be signed. Judge, I 15 would ask you to take judicial notice that insurance 16 companies do not pay first and then send out releases. 17 Furthermore, since this matter was already 18 adjudicated and an order was entered by the arbitration 19 judge, there was no need for a release; that Allstate 20 had paid, according to their own affidavit, and now 21 they're trying to enforce and ask for and force 22 Mr. Dulberg to sign a release. I think that brings up 23 a considerable amount of questionable contrary facts 24 just on its own, Judge.</p>
<p style="text-align: right;">Page 7</p> <p>1 Further, Dulberg executed a release, which is 2 attached to our Motion For Summary Judgment. The terms 3 of the release are clear, certain, free from doubt and 4 Dulberg admits to signing the release in his reply to 5 Allstate's affirmative defenses. That's all I have, 6 Your Honor. 7 THE COURT: Thank you, Tinajero. 8 Mr. Talarico? 9 ARGUMENT BY 10 MR. TALARICO: 11 I think I would like to start in reverse 12 order. I would like to address, Judge, the release. 13 Mr. Dulberg -- I filed on behalf of 14 Mr. Dulberg, he signed a counter-affidavit, which was 15 sent to the Court and I believe it's actually been 16 delivered personally to your courtroom today. It was 17 filed yesterday. Mr. Dulberg had been sick for a few 18 days and he couldn't cooperate or give me any of his 19 time, but I filed it yesterday and it's in opposite to 20 the release, the reasons why the release is not 21 effective. His reasoning is that he was forced to do 22 this against his will. 23 In his counter-affidavit he indicated, and I 24 think copied transcripts of e-mails that he received</p>	<p style="text-align: right;">Page 9</p> <p>1 So I would hope that you would contemplate 2 what I'm saying and see that summary judgment is so 3 inappropriate, that's just one of hundreds of things 4 that we are at different ends of the spectrum on. And 5 I think that's all been supplied to Your Honor, but, 6 most importantly, this release issue, it is contrary to 7 the logic that the money was paid first and released. 8 In my practice, Judge, but I've never settled with an 9 insurance company that would pay first and then ask for 10 a release. That's all I have to say today, Judge. 11 Thank you. 12 THE COURT: Okay. Mr. Talarico, the only 13 argument you want to make today is a brand new argument 14 based on, I believe, duress that did not appear 15 anywhere in your response brief. It is based 16 exclusively on an affidavit that was filed yesterday 17 and hand delivered to the Court minutes before this 18 proceeding began. 19 That's the only argument you want to make? 20 You don't want to address anything that Ms. Tinajero 21 spelled out in the motion or the reply regarding the 22 enforceability of an unsigned agreement, which is the 23 entire basis of Count 5? I just want to make sure that 24 you have a full opportunity to make whatever arguments</p>

<p style="text-align: right;">Page 10</p> <p>1 you wish.</p> <p>2 FURTHER ARGUMENT</p> <p>3 BY MR. TALARICO:</p> <p>4 First, I would like to get back to the</p> <p>5 release. The release was filed yesterday, Your Honor.</p> <p>6 It was filed and it was accepted. I sent it out to</p> <p>7 Your Honor this morning at about 6:00 a.m. with the</p> <p>8 attached exhibits and all the other counsel of record.</p> <p>9 What response I got was please send a hard copy from</p> <p>10 your support staff. So I had a hard copy delivered to</p> <p>11 the courtroom today, but this was filed yesterday.</p> <p>12 Judge, this was filed pursuant to, and I</p> <p>13 think it's clear there, Subsection C of the Motion For</p> <p>14 Summary Judgment. I'm allowed to do that, Your Honor.</p> <p>15 And I just complied with the statute, 735 5 -- Well,</p> <p>16 you know, Judge, better than I know. But 105</p> <p>17 Subsection C says I can file counter-affidavits up to</p> <p>18 the time of hearing and I did that.</p> <p>19 So I don't think I violated anyone and I</p> <p>20 tried -- I sent a message to everybody that if anybody</p> <p>21 objects, they want more time to review, they want more</p> <p>22 time to respond, we have no objection. And I also --</p> <p>23 counsel suggested the reason why Mr. Dulberg is here</p> <p>24 because if the Court wants to examine him as to the</p>	<p style="text-align: right;">Page 12</p> <p>1 must have been enforceable, otherwise you can't</p> <p>2 possibly have a claim for its breach. And Ms. Tinajero</p> <p>3 on behalf of Allstate has argued in the motion and the</p> <p>4 reply that because Exhibit B was unsigned it was not</p> <p>5 enforceable.</p> <p>6 THE COURT: Judge, Exhibit B was the only exhibit</p> <p>7 permitted by the bankruptcy court. It was presented to</p> <p>8 the bankruptcy judge as unsigned and the bankruptcy</p> <p>9 judge, Judge Lynch, said to the trustee "sign the</p> <p>10 contract and you can go forward." Trustee never signed</p> <p>11 it. They refused to sign -- They didn't actually</p> <p>12 refuse to sign it, but he didn't. Then another</p> <p>13 contract appeared.</p> <p>14 One of the things we said, Judge, is that</p> <p>15 this matter -- this binding mediation agreement had</p> <p>16 been already presented to the trial court judge maybe</p> <p>17 6 months before. So there's all of these issues of</p> <p>18 what's the valid contract, names are changing from the</p> <p>19 Defendant being liable, the contract now says a</p> <p>20 relative of the Dulbergs is liable to Paul, but there's</p> <p>21 a person, David Dulberg, he exists.</p> <p>22 Again, the bankruptcy judge saw an unsigned</p> <p>23 contract and told and instructed his trustee to sign</p> <p>24 it.</p>
<p style="text-align: right;">Page 11</p> <p>1 affidavit, he's more than willing to answer questions</p> <p>2 of the Court.</p> <p>3 THE COURT: This is not an evidentiary hearing.</p> <p>4 MR. TALARICO: You're right, Your Honor. I just</p> <p>5 made that option.</p> <p>6 THE COURT: The other question I asked you, and,</p> <p>7 again, you focused exclusively on this 11th hour</p> <p>8 affidavit, which only addresses the effectiveness of</p> <p>9 the release, I want to make sure that you've had the</p> <p>10 opportunity to address today, if you choose, because I</p> <p>11 didn't see anything really in your brief that addresses</p> <p>12 why the draft agreement attached as Exhibit 6B to the</p> <p>13 complaint would be enforceable?</p> <p>14 MR. TALARICO: Why it wouldn't be enforceable?</p> <p>15 Is that what you said? I'm sorry.</p> <p>16 THE COURT: Why it would be enforceable because</p> <p>17 that's your claim. Count 5 is for breach of contract.</p> <p>18 MR. TALARICO: Yes, Judge.</p> <p>19 THE COURT: The breach that you claim in</p> <p>20 Paragraph 106 is that Defendant breached the contract</p> <p>21 by not following the terms regarding amending the</p> <p>22 contract, but the only amendments that you cite are the</p> <p>23 changes between Exhibit 6B and Exhibit 11. So for</p> <p>24 there to possibly be a breach of contract, Exhibit 6B</p>	<p style="text-align: right;">Page 13</p> <p>1 We have an enforceable contract, I believe.</p> <p>2 And I think that the fact that all of these things were</p> <p>3 done -- and forgive me, Judge, because I don't practice</p> <p>4 bankruptcy -- but in violation of the stay that had</p> <p>5 been in effect that whole time. I think that with all</p> <p>6 of those issues I should be allowed as representative</p> <p>7 of the Plaintiff to do some discovery upon to see</p> <p>8 really what the truth of the matter is, we've had</p> <p>9 allegations back and forth.</p> <p>10 THE COURT: You said that the bankruptcy court</p> <p>11 directed the trustee to sign the agreement. So what</p> <p>12 possible relevance can any prior alleged violations of</p> <p>13 the stay have to do with Allstate's liability under any</p> <p>14 contract?</p> <p>15 MR. TALARICO: Judge, the terms of the contract,</p> <p>16 we say that the signed contract is a contract. The</p> <p>17 terms of the contract as accepted and signed by all the</p> <p>18 parties were -- when I say parties I mean Dulberg</p> <p>19 denies he signed it, but, anyway, the terms of the</p> <p>20 contract are sufficient, they say that the breach is</p> <p>21 that they changed the terms of the contract from the</p> <p>22 contract they presented to the Court; that the plain</p> <p>23 language of the contract says if you do this you have</p> <p>24 to do it, you have to submit hard copies, you have to</p>

<p style="text-align: right;">Page 14</p> <p>1 do it in advance, I think it's 2 weeks, you have to get 2 permission by the ADR. None of that was done. And 3 both Baudin and the attorney for Allstate were 4 participants in that. So I believe that's a breach of 5 contract. 6 THE COURT: Mr. Talarico, that assumes that the 7 unsigned contract was enforceable. What factual or 8 legal support do you have for that proposition because 9 I saw not a single case cited in your brief at all? 10 And the extensive factual recitation appears completely 11 irrelevant. So what did you point me to that I 12 overlooked in your brief that provides factual or legal 13 support for the proposition that the unsigned contract 14 is enforceable? 15 MR. TALARICO: Judge, I will rest now. I said 16 what I have to say. What I pointed you to was the fact 17 that the only contract empowered was the unsigned one. 18 So I'm going to stay on that and I'm finished talking. 19 Thank you, Judge. 20 THE COURT: Thank you, Mr. Talarico. 21 Ms. Tinajero, if you wish? 22 FURTHER ARGUMENT 23 BY MS. TINAJERO: 24 Judge, just briefly. I will say as to the</p>	<p style="text-align: right;">Page 16</p> <p>1 FURTHER ARGUMENT 2 BY MR. TALARICO: 3 Yes. I'm repeating myself but -- 4 THE COURT: Then why are you taking everybody's 5 time if all you're going to do is repeat yourself? 6 MR. TALARICO: One sentence, Judge, will be all I 7 want. 8 I'm allowed to do that pursuant to 735 ILCS 9 5/2-1005(c). Thank you, Judge. 10 THE COURT: All right. You did, indeed, repeat 11 yourself, but I suppose if you wanted to say that a 12 second time for the record, fine. 13 COURT'S RULING 14 ON THE MOTION: 15 Plaintiff's counsel is correct, Section 2 16 1005 of the Illinois Code of Civil Procedure, 735 ILCS 17 5/2-1005, Subparagraph (c), does permit an opposing 18 party to, quote, prior to or at the time of the hearing 19 on the motion file counter-affidavits, unquote. 20 I remain unconvinced of the wisdom of that 21 provision of the Illinois Code of Civil Procedure, but 22 there's nothing unconstitutional about it and judges 23 don't ignore or overlook a statute simply because they 24 can't understand why in the world that would be the</p>
<p style="text-align: right;">Page 15</p> <p>1 counter-affidavit that was filed this morning, or at 2 least a courtesy copy of which we only received this 3 morning, it's Allstate's position it should be 4 stricken. 5 A briefing schedule was entered in this case. 6 Dulberg, Plaintiff's counsel received an extension of 7 time to file his response. But, more importantly, 8 procedural matters aside, all the information contained 9 in the counter-affidavit it doesn't create a genuine 10 issue of material fact as to Allstate's breach of an 11 unsigned agreement: 12 Any representations that the Baudin 13 Defendants made or the Olsen Defendants made to Dulberg 14 in the course of the binding mediation proceedings, any 15 execution of the binding mediation agreement or in 16 Dulberg's execution of the release have no bearing on 17 the specific claim against Allstate here, which is 18 breach of an unsigned contract. That's all, Your 19 Honor. 20 MR. TALARICO: Your Honor, may I respond? 21 THE COURT: You had a full opportunity to argue, 22 Mr. Talarico, but in the interest of making a complete 23 record, what did you wish to say, bearing in mind that 24 Ms. Tinajero will have the last word?</p>	<p style="text-align: right;">Page 17</p> <p>1 law. So, yes, there is nothing procedurally improper 2 about launching an affidavit at the opposing parties 3 and the Court hours before a hearing on a fully briefed 4 Motion For Summary Judgment. So I have received the 5 affidavit. 6 The affidavit, as I said, essentially seeks 7 to lay ground work for a claim of duress in executing 8 the release. I don't see anything about duress by 9 Allstate and I don't see anything in the affidavit, nor 10 have I heard anything in counsel's argument today, that 11 would suggest that Allstate was not entitled to rely on 12 the release, but the release issue is only one of the 13 arguments that Allstate makes in support of its Motion 14 For Summary Judgment. 15 Even if I were to find that there were an 16 issue of material fact as to the enforceability of the 17 release, Allstate is entitled to summary judgment on 18 Count 5 of the complaint as pled because the only 19 breach of contract that the Plaintiff alleges is 20 failure to follow, quote, the terms regarding amending 21 the contract. But the only amendments of the contract 22 that the Plaintiff identifies are changes from an 23 unsigned version of the contract to the final signed 24 version of the contract.</p>

<p style="text-align: right;">Page 18</p> <p>1 The Plaintiff provides no authority to</p> <p>2 support the proposition that the unsigned contract was</p> <p>3 binding on Allstate or anyone else. And if the</p> <p>4 contract, itself, was not binding, definitionally the</p> <p>5 terms regarding amending the contract, quote, unquote,</p> <p>6 cannot have been bind. There is no other breach pled.</p> <p>7 So Allstate ask entitled to summary judgment.</p> <p>8 In addition, even if hypothetically, because</p> <p>9 I understand Mr. Talarico's point, that the unsigned</p> <p>10 version of the contract was the version presented to</p> <p>11 the bankruptcy judge in advance, even if theoretically</p> <p>12 there might be some potential claim for hoodwinking the</p> <p>13 bankruptcy judge, or something like that, I don't know</p> <p>14 what it would be, even if hoodwinking the bankruptcy</p> <p>15 judge, quote, unquote, were a basis for finding a</p> <p>16 contract enforceable, even so the breaches that the</p> <p>17 Plaintiff claims did not cause any injury.</p> <p>18 Mr. Talarico notes that there were a few</p> <p>19 changes and one does appear to have introduced a</p> <p>20 typographical error in terms of the individual who</p> <p>21 would be responsible to the Plaintiff, but both</p> <p>22 contracts, the unsigned and the signed, were identical</p> <p>23 as far as Allstate's obligation and there is no</p> <p>24 suggestion, there is not even any suggestion, let alone</p>	<p style="text-align: right;">Page 20</p> <p>1 stated on the record. This is a final and appealable</p> <p>2 order.</p> <p>3 Thank you, everybody. Have a good day.</p> <p>4 We're in recess.</p> <p>5 MS. TINAJERO: Thank you, Judge.</p> <p>6 MR. TALARICO: Thank you, Your Honor.</p> <p>7 (Whereupon the hearing concluded at 11:40 a.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 19</p> <p>1 an issue of material fact that Allstate paid the full</p> <p>2 amount that it was obligated to pay under either</p> <p>3 version of the contract.</p> <p>4 So Allstate is entitled to summary judgment</p> <p>5 not only on the grounds that there was no breach, but,</p> <p>6 even if there were a breach, there was no injury.</p> <p>7 The motion for summary judgment is granted in</p> <p>8 its entirety.</p> <p>9 And the parties will have to remind me, I</p> <p>10 don't believe there are any other parties remaining,</p> <p>11 but, perhaps, I'm overlooking someone.</p> <p>12 Mr. Talarico, to your knowledge are there any</p> <p>13 other party defendants remaining in the case?</p> <p>14 MR. TALARICO: Not at this moment, Your Honor.</p> <p>15 There are no more, you've already released everyone.</p> <p>16 THE COURT: Okay. So then today's order will be</p> <p>17 final and appealable.</p> <p>18 Ms. Tinajero, I'll ask you to draft a short</p> <p>19 written order. It doesn't need to say anything more</p> <p>20 than that the parties appearing on Allstate's Motion</p> <p>21 For Summary Judgment, Court having heard argument of</p> <p>22 both sides, having considered all briefs and all</p> <p>23 exhibits, including the recent affidavit by Plaintiff</p> <p>24 Paul Dulberg grants summary judgment for the reasons</p>	<p style="text-align: right;">Page 21</p> <p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 I, CONNIE L. JAMES, CSR No. 084.002510,</p> <p>4 Certified Shorthand Reporter, certify:</p> <p>5</p> <p>6 That the foregoing proceedings were taken before</p> <p>7 me at the time and place therein set forth;</p> <p>8 That all statements made at the time of the</p> <p>9 hearing were recorded stenographically by me and were</p> <p>10 thereafter transcribed;</p> <p>11 That the foregoing is a true and correct</p> <p>12 transcript of my shorthand notes so taken;</p> <p>13 I further certify that I am not a relative</p> <p>14 or employee of any attorney of the parties, nor</p> <p>15 financially interested in the action.</p> <p>16 I declare under penalty of perjury under the Laws</p> <p>17 of Illinois id correct.</p> <p>18 Dated  2023.</p> <p>19</p> <p>20 CONNIE L. JAMES, CSR No. 084.002510</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

&	5	addition 18:8	alleges 17:19
& 2:12,13	5 3:6 9:23	additionally	allowed 10:14
0	10:15 11:17	6:13	13:6 16:8
010905 1:7	17:18	address 7:12	allstate 2:8 4:6
084.002510	5/2-1005 16:9	9:20 11:10	6:2,9,20 8:19
1:23 21:3,20	16:17	addresses 11:8	12:3 14:3
1	550 2:14	11:11	15:17 17:9,11
1005 16:16	6	adjudicated	17:13,17 18:3
105 10:16	6 12:17	8:18	18:7 19:1,4
106 11:20	600 2:6	admits 7:4	allstate's 4:22
11 11:23	60062 2:6	admitted 6:7	7:5 13:13 15:3
11:15 1:14	60601 2:10	adr 14:2	15:10 18:23
11:40 20:7	60661 2:14	advance 14:1	19:20
11th 11:7	6:00 10:7	18:11	alphonse 2:5,5
14 3:7	6b 11:12,23,24	affiant 8:13	4:4
1407 1:13	7	affidavit 7:14	amending
150 2:10	7 3:6	7:23 8:10,11	11:21 17:20
16 3:7,9	707 2:6	8:20 9:16 11:1	18:5
2	735 10:15 16:8	11:8 15:1,9	amendments
2 14:1 16:15	16:16	17:2,5,6,9	6:11 11:22
2022 1:7	8	19:23	17:21
2023 1:14	808-1410 2:7	affidavits 10:17	amount 6:18
21:18	894-3200 2:11	16:19	8:23 19:2
21 1:14	a	affirmative 7:5	amundsen 2:9
25th 21:18	a.m. 1:14 10:7	agreement 5:23	answer 11:1
261,000 6:18	20:7	6:1,3,4,5,7,8,11	anybody 10:20
27558 21:19	accepted 10:6	6:14,15,16,22	anyway 13:19
3	13:17	6:23 9:22	appeal 4:16
300 2:14	action 21:15	11:12 12:15	appealable
312 2:7,11,15	actually 7:15	13:11 15:11,15	19:17 20:1
3300 2:10	12:11	al 1:8	appear 9:14
345-1718 2:15	adams 2:14	allegations	18:19
		13:9	appeared 12:13
		alleged 6:9	appearing 2:2
		13:12	19:20

appears 14:10 arbitration 8:18 argue 15:21 argued 12:3 argument 5:19 7:9 9:13,13,19 10:2 14:22 16:1 17:10 19:21 arguments 3:5 5:21 9:24 17:13 aside 15:8 asked 11:6 assumes 14:6 attached 7:2 10:8 11:12 attorney 8:1 14:3 21:14 authority 5:10 18:1 avenue 2:10	bearing 15:16 15:23 began 9:18 behalf 7:13 12:3 believe 7:15 9:14 13:1 14:4 19:10 better 10:16 bind 18:6 binding 6:4,8 6:12,15,22 12:15 15:14,15 18:3,4 bisgaard 2:13 boulevard 2:6 bound 5:24 6:2 brand 9:13 breach 6:1,19 6:21 11:17,19 11:24 12:2 13:20 14:4 15:10,18 17:19 18:6 19:5,6 breached 11:20 breaches 18:16 brief 5:12,17 9:15 11:11 14:9,12 briefed 4:24 17:3 briefing 15:5 briefly 14:24 briefs 5:9,18 19:22	bring 8:12 brings 8:22 brisbois 2:13 c c 2:1 10:13,17 16:9,17 case 14:9 15:5 19:13 casualty 4:7 cause 18:17 certain 7:3 certificate 21:1 certified 21:4 certify 21:4,13 changed 13:21 changes 11:23 17:22 18:19 changing 12:18 chicago 2:10,14 choose 11:10 circuit 1:1 cite 11:22 cited 5:10 14:9 civil 16:16,21 claim 11:17,19 12:2 15:17 17:7 18:12 claims 18:17 clear 7:3 10:13 code 16:16,21 commencing 1:13 companies 8:16 company 4:7 9:9	complained 6:19 complaint 6:18 11:13 17:18 complete 15:22 completely 14:10 complied 10:15 concluded 20:7 conference 1:11 2:2 connie 1:22 21:3,20 considerable 8:23 considered 19:22 contained 15:8 contemplate 9:1 contempt 8:3,7 contract 8:4,5 11:17,20,22,24 12:10,13,18,19 12:23 13:1,14 13:15,16,16,17 13:20,21,22,23 14:5,7,13,17 15:18 17:19,21 17:21,23,24 18:2,4,5,10,16 19:3 contracts 18:22 contrary 8:23 9:6
b			
b 12:4,6 back 10:4 13:9 bankruptcy 12:7,8,8,22 13:4,10 18:11 18:13,14 based 9:14,15 basis 9:23 18:15 baudin 1:8 14:3 15:12			

cook 1:1 cooperate 7:18 copied 7:24 copies 13:24 copy 10:9,10 15:2 correct 16:15 21:11,17 counsel 10:8,23 15:6 16:15 counsel's 17:10 count 9:23 11:17 17:18 counter 7:14,23 10:17 15:1,9 16:19 county 1:1,2 course 5:9,12 15:14 court 1:1 4:1,8 4:11,17 5:4,6 7:7,15 9:12,17 10:24 11:2,3,6 11:16,19 12:6 12:7,16 13:10 13:10,22 14:6 14:20 15:21 16:4,10 17:3 19:16,21 court's 3:9 16:13 courtesy 15:2 courtroom 1:13 7:16 10:11	craig 4:13 create 15:9 csr 1:22 21:3 21:20 d d 3:1 damage 6:17 dated 21:18 david 12:21 davis 2:9 day 20:3 21:18 days 7:18 declare 21:16 defendant 2:8 11:20 12:19 defendants 1:9 2:12 4:13 15:13,13 19:13 defenses 7:5 definitionally 18:4 delivered 7:16 9:17 10:10 denies 13:19 department 1:2 different 8:3 9:4 directed 13:11 discovery 13:7 discuss 4:24 dismissed 4:14 division 1:2 doubt 7:3 draft 11:12 19:18	drafting 6:10 dulberg 1:4,5 4:18,20 6:17 6:21 7:1,4,13 7:14,17 8:22 10:23 12:21 13:18 15:6,13 19:24 dulberg's 15:16 dulbergs 12:20 duress 9:14 17:7,8 e e 2:1,1 3:1 7:24 earlier 4:15 effect 13:5 effective 7:21 effectiveness 11:8 either 19:2 employee 21:14 empowered 14:17 ends 9:4 enforce 8:21 enforceability 9:22 17:16 enforceable 11:13,14,16 12:1,5 13:1 14:7,14 18:16 enforced 8:5 entered 8:18 15:5	entire 9:23 entirety 19:8 entitled 17:11 17:17 18:7 19:4 error 18:20 especially 8:11 essentially 17:6 et 1:8 everybody 10:20 20:3 everybody's 16:4 evidentiary 11:3 examine 10:24 excess 6:18 exclusively 9:16 11:7 executed 6:5,8 6:12,15,22 7:1 executing 17:7 execution 15:15,16 exhibit 11:12 11:23,23,24 12:4,6,6 exhibits 5:9 10:8 19:23 exists 12:21 extension 15:6 extensive 14:10 extent 6:6
--	--	--	---

<p>f</p> <p>f 1:12</p> <p>fact 8:12 13:2 14:16 15:10 17:16 19:1</p> <p>facts 6:21 8:23</p> <p>factual 14:7,10 14:12</p> <p>failure 17:20</p> <p>far 18:23</p> <p>feel 5:11</p> <p>file 10:17 15:7 16:19</p> <p>filed 7:13,17,19 9:16 10:5,6,11 10:12 15:1</p> <p>final 17:23 19:17 20:1</p> <p>financially 21:15</p> <p>find 17:15</p> <p>finding 18:15</p> <p>fine 16:12</p> <p>finished 14:18</p> <p>first 5:6,15 8:16 9:7,9 10:4</p> <p>flawed 6:2</p> <p>flow 6:19</p> <p>focused 11:7</p> <p>follow 17:20</p> <p>following 11:21</p> <p>force 8:21</p> <p>forced 7:21</p> <p>forcing 8:1</p>	<p>foregoing 21:6 21:11,17</p> <p>forgive 13:3</p> <p>forth 5:21 6:14 13:9 21:7</p> <p>forward 4:24 5:22 12:10</p> <p>free 7:3</p> <p>full 4:20 9:24 15:21 19:1</p> <p>fully 4:23 17:3</p> <p>further 7:1 10:2 14:22 16:1 21:13</p> <p>furthermore 8:17</p> <p>g</p> <p>general 8:4</p> <p>genuine 15:9</p> <p>give 5:12 7:18</p> <p>go 12:10</p> <p>going 14:18 16:5</p> <p>good 4:1,3,5,11 20:3</p> <p>granted 19:7</p> <p>grants 19:24</p> <p>ground 17:7</p> <p>grounds 19:5</p> <p>h</p> <p>hand 9:17</p> <p>hard 10:9,10 13:24</p>	<p>heard 5:13 17:10 19:21</p> <p>hearing 1:11 3:3 4:22 5:1 10:18 11:3 16:18 17:3 20:7 21:9</p> <p>held 1:12 8:7</p> <p>hold 8:2</p> <p>honor 4:3,10 5:5,16 7:6 9:5 10:5,7,14 11:4 15:19,20 19:14 20:6</p> <p>honorable 1:12</p> <p>hoodwinking 18:12,14</p> <p>hope 9:1</p> <p>hour 11:7</p> <p>hours 17:3</p> <p>hundreds 9:3</p> <p>hypothetically 18:8</p> <p>i</p> <p>identical 18:22</p> <p>identified 4:19</p> <p>identifies 6:17 17:22</p> <p>identify 4:2</p> <p>ignore 16:23</p> <p>ilcs 16:8,16</p> <p>illinois 1:1 2:6 2:10,14 16:16 16:21 21:17</p>	<p>importantly 6:11 9:6 15:7</p> <p>improper 17:1</p> <p>inappropriate 9:3</p> <p>including 19:23</p> <p>indicated 7:23</p> <p>individual 18:20</p> <p>individually 4:18</p> <p>information 15:8</p> <p>injury 18:17 19:6</p> <p>instructed 12:23</p> <p>insurance 4:7 8:15 9:9</p> <p>interest 15:22</p> <p>interested 21:15</p> <p>introduced 18:19</p> <p>irrelevant 14:11</p> <p>issue 9:6 15:10 17:12,16 19:1</p> <p>issues 12:17 13:6</p> <p>j</p> <p>jail 8:6</p> <p>jailed 8:3</p> <p>james 1:22 21:3 21:20</p>
--	---	---	--

888-391-3376

parameters 6:13 participants 14:4 particular 8:7 parties 2:2 5:10 6:6 13:18,18 17:2 19:9,10 19:20 21:14 party 5:24 16:18 19:13 paul 1:4,4 4:20 12:20 19:24 pay 8:16 9:9 19:2 penalty 21:16 perjury 21:16 permission 14:2 permit 16:17 permitted 12:7 person 8:6 12:21 personally 7:16 pg 3:6,6,7,7,9 place 21:7 plain 13:22 plaintiff 1:6 2:4 5:2 13:7 17:19 17:22 18:1,17 18:21 19:23 plaintiff's 15:6 16:15 plaintiffs 4:4 5:23	played 6:9 please 4:1 10:9 pled 17:18 18:6 plus 8:7 point 14:11 18:9 pointed 14:16 position 5:23 6:2,20 15:3 possible 13:12 possibly 11:24 12:2 potential 18:12 practice 9:8 13:3 presented 12:7 12:16 13:22 18:10 prior 13:12 16:18 procedural 15:8 procedurally 17:1 procedure 16:16,21 proceeding 9:18 proceedings 15:14 21:6 property 4:6 proposition 14:8,13 18:2 prove 6:21	provides 14:12 18:1 provision 16:21 pursuant 1:13 10:12 16:8 put 6:2 q question 11:6 questionable 8:23 questions 11:1 quote 4:20 16:18 17:20 18:5,15 r r 1:4,5 2:1 4:20 raphael 4:14 read 5:8,11 ready 5:4 really 8:9 11:11 13:8 reason 10:23 reasoning 7:21 reasons 7:20 19:24 received 7:24 15:2,6 17:4 recent 19:23 recess 20:4 recitation 14:10 record 4:2 5:8 10:8 15:23 16:12 20:1	recorded 21:9 refer 4:13 refuse 12:12 refused 12:11 regarding 9:21 11:21 17:20 18:5 relative 12:20 21:13 release 7:1,3,4 7:12,20,20 8:2 8:4,8,19,22 9:6 9:10 10:5,5 11:9 15:16 17:8,12,12,17 released 9:7 19:15 releases 8:14 8:16 relevance 13:12 rely 17:11 remain 16:20 remaining 19:10,13 remains 6:14 remind 19:9 repeat 16:5,10 repeating 16:3 reply 7:4 9:21 12:4 reported 1:22 reporter 21:4 reporter's 21:1
--	---	--	--

represent 4:4,6 representations 15:12 representative 13:6 representing 4:12 respond 10:22 15:20 response 9:15 10:9 15:7 responsible 18:21 rest 14:15 reverse 7:11 review 10:21 reviewed 5:9 revocable 1:5 4:20 right 4:11 11:4 16:10 role 6:10 ruling 3:9 16:13	17:8,9 seeks 17:6 send 8:16 10:9 sense 8:8 sent 7:15 8:14 10:6,20 sentence 16:6 september 1:14 21:18 set 5:21 6:13,20 21:7 settled 9:8 short 19:18 shorthand 21:4 21:12 sick 7:17 sides 5:12 19:22 sign 8:2,22 12:9 12:11,12,23 13:11 signature 21:19 signed 7:14 8:14 12:10 13:16,17,19 17:23 18:22 signing 7:4 8:4 simply 6:2 16:23 single 14:9 skokie 2:6 smith 2:13 sorry 4:10 11:15	specific 15:17 spectrum 9:4 spelled 9:21 staff 10:10 start 7:11 stated 20:1 statement 8:13 statements 21:8 statute 10:15 16:23 stay 13:4,13 14:18 stenographic... 21:9 straight 5:22 street 2:14 stricken 15:4 submit 13:24 subparagraph 16:17 subsection 10:13,17 sufficient 13:20 suggest 17:11 suggested 10:23 suggestion 18:24,24 suite 2:6,10,14 summary 3:3 4:23 5:22 7:2 9:2 10:14 17:4 17:14,17 18:7 19:4,7,21,24	supplied 9:5 support 10:10 14:8,13 17:13 18:2 suppose 16:11 sure 9:23 11:9
s			t
s 2:1 4:19 saw 12:22 14:9 saying 9:2 says 8:13 10:17 12:19 13:23 schedule 15:5 second 16:12 section 16:15 see 4:17 9:2 11:11 13:7			t 4:19 take 8:15 taken 1:13 5:24 21:6,12 talarico 2:5,5 3:6,7 4:3,4 5:2 5:3 7:8,10 9:12 10:3 11:4,14 11:18 13:15 14:6,15,20 15:20,22 16:2 16:6 18:18 19:12,14 20:6 talarico's 18:9 talk 8:10 talking 14:18 telling 8:1 terms 6:6 7:2 8:4,5 11:21 13:15,17,19,21 17:20 18:5,20 thank 4:8,17 5:16 7:7 9:11 14:19,20 16:9 20:3,5,6 theoretically 18:11

things 8:9 9:3 12:14 13:2 think 7:11,24 8:9,22 9:5 10:13,19 13:2 13:5 14:1 thomas 4:18 threatened 8:6 thursday 1:14 time 7:19 10:18 10:21,22 13:5 15:7 16:5,12 16:18 21:7,8 tinajero 2:9 3:6 3:7 4:5,6 5:4,5 5:14,16,20 7:7 9:20 12:2 14:21,23 15:24 19:18 20:5 today 4:22 7:16 9:10,13 10:11 11:10 17:10 today's 19:16 told 12:23 transcribed 21:10 transcript 21:12 transcripts 7:24 trial 12:16 tried 10:20 true 21:11,17 trust 1:5 4:20	trustee 4:20 12:9,10,23 13:11 truth 13:8 trying 8:21 typographical 18:20	violated 10:19 violation 13:4 violations 13:12 vs 1:7	10:11
	u	w	z
	unconstitutio... 16:22 unconvinced 16:20 undated 6:1 under 6:21 8:5 13:13 19:2 21:16,16 understand 16:24 18:9 undisputed 6:6 unquote 4:21 16:19 18:5,15 unsigned 5:23 6:1,3,7,15,22 9:22 12:4,8,22 14:7,13,17 15:11,18 17:23 18:2,9,22	w 2:14 want 9:13,19 9:20,23 10:21 10:21 11:9 16:7 wanted 16:11 wants 10:24 we've 13:8 weeks 14:1 willette 2:12 4:14 willing 11:1 window 4:19 wisdom 16:20 wish 10:1 14:21 15:23 word 5:7,15 15:24 work 17:7 world 16:24 written 19:19	zoom 1:11 2:2 4:19
	v	x	
	valid 6:5 12:18 version 17:23 17:24 18:10,10 19:3 video 1:11 2:2	x 3:1	
		y	
		yalden 2:12 4:14 yesterday 7:17 7:19 9:16 10:5	