

**IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS**

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

Plaintiffs,)

vs.)

Case No. 25 LA000360

THOMAS W. GOOCH, SABINA SERSHON,)
EDWARD X. CLINTON, JULIA WILLIAMS,)
ALPHONSE TALARICO, GEORGE FLYNN,)
THOMAS J. POPOVICH, HANS MAST, THE)
GOOCH FIRM, CLINTON LAW FIRM, LLC.,)
LAW OFFICE OF ALPHONSE A. TALARICO,)

Defendants.)

DEFENDANTS’ MOTION TO DISMISS PLAINTIFFS’ COMPLAINT

Defendants Thomas J. Popovich and Hans Mast (respectively, “Attorney Popovich” and “Attorney Mast”) (collectively, the “Popovich Defendants”), by and through their undersigned attorneys, and for their Motion to Dismiss Plaintiffs’ Complaint (“Complaint”) under 735 ILCS 5/2-619.1¹ state as follows:

INTRODUCTION

Plaintiff’s 88-page Complaint boils down to this: Plaintiffs (more specifically, Mr. Dulberg only) was involved in various underlying pieces of litigation, and evidently now is dissatisfied with the results thereof. Plaintiffs thus allege, without support, that all of the defendants (lawyers who represented him at various times over the last 10+ years) were in on a conspiracy to defraud Mr. Dulberg and the Courts. As to the Popovich Defendants, Plaintiffs bring a claim for “conspiracy to commit fraud against Dulberg and conspiracy to commit fraud on the Court...” (Compl., p. 82).

¹ Defendants’ arguments in support of dismissal under 5/2-615 are made in the alternative to their 5/2-619(a)(5) and 5/2-619(a)(9) arguments.

Exhibit 1

CO-

FILED
MAY 15 2012
KATHERINE M. KILL
McHENRY CTY. CIR. CLK.

STATE OF ILLINOIS)
)SS
COUNTY OF McHENRY)

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,)
)
 Plaintiff,)
)
 vs.)
)
 DAVID GAGNON, Individually, and as)
 Agent of CAROLINE MCGUIRE and BILL)
 MCGUIRE, and CAROLINE MCGUIRE)
 and BILL MCGUIRE, Individually,)
)
 Defendants.)

No.: 12LA178

COMPLAINT

NOW COMES the Plaintiff, PAUL DULBERG, by his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and complaining against the Defendants, DAVID GAGNON, Individually, and as Agent of CAROLINE McGUIRE and BILL McGUIRE, and CAROLINE McGUIRE and BILL McGUIRE, individually, and states as follows:

Count I

Paul Dulberg vs. David Gagnon, individually, and as Agent of Caroline and Bill McGuire

1. On June 28, 2011, the Plaintiff, PAUL DULBERG, lived in the City of McHenry, County of McHenry, Illinois.
2. On June 28, 2011, Defendants CAROLINE McGUIRE and BILL McGUIRE lived, controlled, managed and maintained a single family home located at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

NOTICE
BY LOCAL RULE 3.10
THIS CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM 204 ON
9/18 20 12 AT 9:45 AM PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

3. On June 28, 2011, the Defendant, DAVID GAGNON, was living and/or staying at his parent's home at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

4. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE contracted, hired the Defendant, DAVID GAGNON, to cut down, trim and/or maintain the trees and brush at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

5. On June 28, 2011, and at the request and with the authority and permission of the Defendants CAROLINE McGUIRE and BILL McGUIRE, and for their benefit, the Defendant, DAVID GAGNON, was working under their supervision and control while engaged in cutting, trimming and maintaining trees and brush at the premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

6. On June 28, 2011, as part of his work at the subject property, the Defendant, DAVID GAGNON, was authorized, instructed, advised and permitted to use a chainsaw to assist him in his work for Defendants, CAROLINE McGUIRE and BILL McGUIRE, which was owned by the McGuires.

7. On June 28, 2011, the Defendant, DAVID GAGNON, was under the supervision and control of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was working as their apparent and actual agent, and was then acting and working in the scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE.

8. On June 28, 2011, and while the Defendant, DAVID GAGNON, was working in the course and scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was under their supervision and control, Defendant, DAVID GAGNON was in use of a chainsaw while trimming a tree and branch.

9. On June 28, 2011, and while Defendant, DAVID GAGNON, was in use of a chainsaw while trimming a tree and branch, Defendant, DAVID GAGNON, asked for and/or requested the assistance of the Plaintiff, PAUL DULBERG, to hold the tree branch while Defendant, DAVID GAGNON, trimmed the branch with the chainsaw.

10. On June 28, 2011, and while Defendant, DAVID GAGNON, was in sole control, use and operation of the subject chainsaw, the chainsaw was caused to strike and injure the Plaintiff, PAUL DULBERG.

11. At all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew of Defendant, DAVID GAGNON's use of the chainsaw in the presence of the Plaintiff, PAUL DULBERG, and knew that such created a danger to the Plaintiff, PAUL DULBERG's safety.

12. That at all relevant times, the Defendants, DAVID GAGNON, as agent of CAROLINE McGUIRE and BILL McGUIRE, owed a duty to use care and caution in his operation of a known dangerous instrumentality.

13. On June 28, 2011, the Defendant, DAVID GAGNON, was negligent in one or more of the following ways:

- a. Failed to maintain control over the operating of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant, DAVID GAGNON's inability to control the chainsaw;
- d. Failed to keep a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

14. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

15. That at the above time and date, the Defendant's negligence can be inferred from the circumstances of the occurrence as the instrument of the injury was under the control of the Defendant and therefore, negligence can be presumed under the doctrine of *Res Ipsa Loquitur*.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, DAVID GAGNON, and CAROLINE McGUIRE and BILL McGUIRE in an amount in excess of \$50,000.00, plus costs of this action.

Count II

Paul Dulberg vs. Caroline McGuire and Bill McGuire

1 - 15. That the Plaintiff, PAUL DULBERG, restates and realleges paragraphs 1 through 14, in Count I, above, as paragraphs 1 through 15 of Count II, as if fully alleged herein.

16. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, owned, controlled, maintained and supervised the premises whereat the accident to the Plaintiff, PAUL DULBERG, occurred.

17. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were in control of and had the right to advise, instruct and demand that the Defendant, DAVID GAGNON, act or work in a safe and reasonable manner.

18. That at all relevant times, the Defendant, DAVID GAGNON, was acting as the agent, actual and apparent, of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was acting at their request and in their best interests and to their benefit as in a joint enterprise.

19. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew DAVID GAGNON was operating a chainsaw with the assistance of the Plaintiff, PAUL DULBERG, and had the right to discharge or terminate the Defendant, DAVID GAGNON's work for any reason.

20. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, owed a duty to supervise and control Defendant, DAVID GAGNON's activities on the property so as not to create a unreasonable hazard to others, including the Plaintiff, PUAL DULBERG.

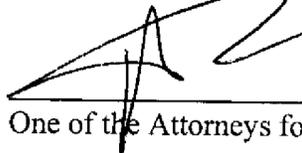
21. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were negligent in one or more of the following ways:

- a. Failed to control operation of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant's inability to control the chainsaw;
- d. Failed to keep the chainsaw a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

22. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, CAROLINE McGUIRE and BILL McGUIRE, in an amount in excess of \$50,000.00, plus costs of this action.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.



One of the Attorneys for Plaintiff

Hans A. Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
Lake, Illinois 60050
(815) 344-3797
ARDC No. 06203684

Exhibit 2

B1 (Official Form 1)(04/13)

United States Bankruptcy Court Northern District of Illinois		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Dulberg, Paul R		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) xxx-xx-4001		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 4606 Hayden Court McHenry, IL <div style="text-align: right; margin-right: 50px;">ZIP Code 60051-7918</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP Code</div>
County of Residence or of the Principal Place of Business: McHenry		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Dulberg, Paul R	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -		Case Number:	Date Filed:
Location Where Filed:		Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -		Case Number:	Date Filed:
District:		Relationship:	Judge:
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B <small>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</small> I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). X /s/ David L. Stretch November 26, 2014 <small>Signature of Attorney for Debtor(s) (Date)</small> David L. Stretch 6228693	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes) <input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Dulberg, Paul R

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Paul R Dulberg
Signature of Debtor **Paul R Dulberg**

X
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

November 26, 2014
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Attorney*

X /s/ David L. Stretch
Signature of Attorney for Debtor(s)

David L. Stretch 6228693
Printed Name of Attorney for Debtor(s)

The Law Office of David L. Stretch
Firm Name

5447 W. Bull Valley Road
McHenry, IL 60050-7410

Address

Email: stretchlaw@gmail.com

815-578-0055 Fax: 815-425-6000
Telephone Number

November 26, 2014
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg

Debtor(s)

Case No.
Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

Active military duty in a military combat zone.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Paul R Dulberg
Paul R Dulberg

Date: November 26, 2014

B 6 Summary (Official Form 6 - Summary) (12/13)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg,
Debtor

Case No. _____
Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	140,000.00		
B - Personal Property	Yes	3	1,680.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		124,358.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4		88,288.31	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	2			0.00
J - Current Expenditures of Individual Debtor(s)	Yes	2			1,372.00
Total Number of Sheets of ALL Schedules		17			
Total Assets			141,680.00		
Total Liabilities				212,646.31	

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg,
Debtor

Case No. _____
Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

State the following:

Average Income (from Schedule I, Line 12)	0.00
Average Expenses (from Schedule J, Line 22)	1,372.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	0.00

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		88,288.31
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		88,288.31

B6A (Official Form 6A) (12/07)

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Location: 4606 Hayden Court, McHenry IL 60051-7918	Fee Simple	-	140,000.00	124,358.00

Sub-Total > **140,000.00** (Total of this page)
 Total > **140,000.00**
 (Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	30.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		McHenry Bank & Trust checking account xxxx-5528	-	300.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	1,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	350.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
			Sub-Total >	1,680.00
			(Total of this page)	

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)
Total > **1,680.00**

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/13)

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under: Check if debtor claims a homestead exemption that exceeds \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)
 (Check one box)
 11 U.S.C. §522(b)(2)
 11 U.S.C. §522(b)(3)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Location: 4606 Hayden Court, McHenry IL 60051-7918	735 ILCS 5/12-901	15,000.00	140,000.00
Cash on Hand			
Location: 4606 Hayden Court, McHenry IL 60051-7918	735 ILCS 5/12-1001(b)	30.00	30.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
McHenry Bank & Trust checking account xxxx-5528	735 ILCS 5/12-1001(b)	300.00	300.00
Household Goods and Furnishings			
Location: 4606 Hayden Court, McHenry IL 60051-7918	735 ILCS 5/12-1001(b)	1,000.00	1,000.00
Wearing Apparel			
Location: 4606 Hayden Court, McHenry IL 60051-7918	735 ILCS 5/12-1001(a)	350.00	350.00

Total: **16,680.00** **141,680.00**

In re Paul R Dulberg Case No. _____
Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	Husband, Wife, Joint, or Community		CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
	C O D E B T O R	H W J C				
Account No. xxxxxxA380 Alexian Brothers Medical Group PO Box 5588 Belfast, ME 04915-5500	-					153.00
Account No. xxxxx # x8062 Associated Neurology SC 1900 Hollister Drive Suite 250 Libertyville, IL 60048-5249	-					3,015.00
Account No. xxxx xxxxxx x6060 Bank of America PO Box 982235 El Paso, TX 79998	-					6,660.24
Account No. xxxx xxxx xxxx 6628 Capital One Bank Attn: General Correspondence PO Box 30285 Salt Lake City, UT 84130	-					10,043.35
Subtotal (Total of this page)						19,871.59

3 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. Dr. Frank W. Sek 4606 W. Elm Street McHenry, IL 60050		-	Medical services			590.00
Account No. xxxxxx0185 Dynamic Hand Therapy & Rehab 498 S. US Highway 12 Suite C Fox Lake, IL 60020		-	Medical services			30,190.00
Account No. x0330 Hand Surgery Associates, SC Dr. Sagerman / Dr. Biafora 515 W. Algonquin Road Arlington Heights, IL 60005		-	Medical services			9,319.00
Account No. xxxxxx-xMRIG McHenry Radiologists & Imaging PO Box 220 McHenry, IL 60051		-	Medical services			50.00
Account No. xxx2454 MidAmerica Hand to Shoulder Clinic Dr. Talerico 75 Remittance Drive, Suite 6035 Chicago, IL 60675		-	Medical services			390.00
Sheet no. <u>1</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	40,539.00

B6F (Official Form 6F) (12/07) - Cont.

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxxxxxxxxx3233 Moraine Emergency Physicians PO Box 8759 Philadelphia, PA 19101-8759		-	Medical services			1,346.00
Account No. xxxxx-x0323 Northern Illinois Medical Center 4201 Medical Center Drive McHenry, IL 60050		-	Medical services			1,323.75
Account No. xxxx5382 Northwest Community Hospital 25709 Network Place Chicago, IL 60673		-	Medical services			6,366.00
Account No. xxxx5382 Northwest Suburban Anesthesiologis 8163 Solutions Center Chicago, IL 60677-8001		-	Medical services			1,365.00
Account No. xxxxx-x59 00 Oak Trust Credit Union 1 South 450 Summit Avenue Oakbrook Terrace, IL 60181		-	Opened 3/01/97 Last Active 7/23/14 Credit Card			716.00
Sheet no. 2 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					Subtotal (Total of this page)	11,116.75

B6F (Official Form 6F) (12/07) - Cont.

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M. I F C L A I M I S S U B J E C T T O S E T O F F, S O S T A T E.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	
		H W J C						
Account No. xx5065 Open Advanced MRI of Round Lake Medchex PO Box 502 Katonah, NY 10536			Medical services				3,390.00	
Account No. Walgreens 3925 W. Elm Street McHenry, IL 60050			Medical services				48.68	
Account No. Walmart Pharmacy 3801 Running Brook Farms Boulevard Johnsburg, IL 60051			Medical services				821.29	
Account No. xxxx xxxx xxxx 3318 Worlds Foremost Bank NA 4800 NW 1st Street Suite 300 Lincoln, NE 68521			Opened 5/01/01 Last Active 6/19/14 Credit Card - Cabelas Visa				12,501.00	
Account No.								
Sheet no. 3 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	16,760.97
							Total (Report on Summary of Schedules)	88,288.31

B6G (Official Form 6G) (12/07)

In re Paul R Dulberg, Debtor Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
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continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Paul R Dulberg**

Case No. _____

Debtor(s)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight years immediately preceding the commencement of this case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
------------------------------	------------------------------

Fill in this information to identify your case:

Debtor 1 Paul R Dulberg

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN DISTRICT OF ILLINOIS

Case number _____
(If known)

Check if this is:

An amended filing

A supplement showing post-petition chapter 13 income as of the following date:

MM/DD/YYYY

Official Form B 61

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
1. Fill in your employment information.	If you have more than one job, attach a separate page with information about additional employers.	Employment status	
		<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Include part-time, seasonal, or self-employed work.	Occupation	
	Occupation may include student or homemaker, if it applies.	Employer's name	
		Employer's address	
	How long employed there?		

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ 0.00	\$ N/A
3. Estimate and list monthly overtime pay.	+\$ 0.00	+\$ N/A
4. Calculate gross income. Add line 2 + line 3.	\$ 0.00	\$ N/A

Debtor 1 **Paul R Dulberg**

Case number (if known) _____

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	\$ <u>0.00</u>	\$ <u>N/A</u>	4.
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a. \$ <u>0.00</u>	\$ <u>N/A</u>	
5b. Mandatory contributions for retirement plans	5b. \$ <u>0.00</u>	\$ <u>N/A</u>	
5c. Voluntary contributions for retirement plans	5c. \$ <u>0.00</u>	\$ <u>N/A</u>	
5d. Required repayments of retirement fund loans	5d. \$ <u>0.00</u>	\$ <u>N/A</u>	
5e. Insurance	5e. \$ <u>0.00</u>	\$ <u>N/A</u>	
5f. Domestic support obligations	5f. \$ <u>0.00</u>	\$ <u>N/A</u>	
5g. Union dues	5g. \$ <u>0.00</u>	\$ <u>N/A</u>	
5h. Other deductions. Specify: _____	5h.+ \$ <u>0.00</u>	+ \$ <u>N/A</u>	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <u>0.00</u>	\$ <u>N/A</u>	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <u>0.00</u>	\$ <u>N/A</u>	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <u>0.00</u>	\$ <u>N/A</u>	
8b. Interest and dividends	8b. \$ <u>0.00</u>	\$ <u>N/A</u>	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <u>0.00</u>	\$ <u>N/A</u>	
8d. Unemployment compensation	8d. \$ <u>0.00</u>	\$ <u>N/A</u>	
8e. Social Security	8e. \$ <u>0.00</u>	\$ <u>N/A</u>	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ <u>0.00</u>	\$ <u>N/A</u>	
8g. Pension or retirement income	8g. \$ <u>0.00</u>	\$ <u>N/A</u>	
8h. Other monthly income. Specify: _____	8h.+ \$ <u>0.00</u>	+ \$ <u>N/A</u>	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ <u>0.00</u>	\$ <u>N/A</u>	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ <u>0.00</u>	+ \$ <u>N/A</u>	= \$ <u>0.00</u>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____			11. +\$ <u>0.00</u>
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies			12. \$ <u>0.00</u> Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____			

Fill in this information to identify your case:

Debtor 1 Paul R Dulberg

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN DISTRICT OF ILLINOIS

Case number _____
(If known)

Check if this is:

- An amended filing
- A supplement showing post-petition chapter 13 expenses as of the following date:

MM / DD / YYYY

- A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J Schedule J: Your Expenses

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
 - No
 - Yes. Debtor 2 must file a separate Schedule J.

2. Do you have dependents? No

Do not list Debtor 1 and Debtor 2.

Do not state the dependents' names.

Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

No

Yes

No

Yes

No

Yes

No

Yes

3. Do your expenses include expenses of people other than yourself and your dependents? No Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 6I.)

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 997.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 200.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 75.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 100.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 Paul R Dulberg

Case number (if known) _____

6. Utilities:		
6a. Electricity, heat, natural gas	6a. \$	<u>0.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>0.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>0.00</u>
6d. Other. Specify: _____	6d. \$	<u>0.00</u>
7. Food and housekeeping supplies	7. \$	<u>0.00</u>
8. Childcare and children's education costs	8. \$	<u>0.00</u>
9. Clothing, laundry, and dry cleaning	9. \$	<u>0.00</u>
10. Personal care products and services	10. \$	<u>0.00</u>
11. Medical and dental expenses	11. \$	<u>0.00</u>
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>0.00</u>
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	<u>0.00</u>
14. Charitable contributions and religious donations	14. \$	<u>0.00</u>
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>0.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>0.00</u>
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<u>0.00</u>
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$	<u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$	<u>0.00</u>
17c. Other. Specify: _____	17c. \$	<u>0.00</u>
17d. Other. Specify: _____	17d. \$	<u>0.00</u>
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 6I).	18. \$	<u>0.00</u>
19. Other payments you make to support others who do not live with you. Specify: _____	\$	<u>0.00</u>
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a. \$	<u>0.00</u>
20b. Real estate taxes	20b. \$	<u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>
21. Other: Specify: _____	21. +\$	<u>0.00</u>
22. Your monthly expenses. Add lines 4 through 21. The result is your monthly expenses.	22. \$	<u>1,372.00</u>
23. Calculate your monthly net income.		
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	<u>0.00</u>
23b. Copy your monthly expenses from line 22 above.	23b. -\$	<u>1,372.00</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<u>-1,372.00</u>

24. **Do you expect an increase or decrease in your expenses within the year after you file this form?**
For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

No.
 Yes.
 Explain: _____

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg
Debtor(s)

Case No. _____
Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 19 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date November 26, 2014

Signature /s/ Paul R Dulberg
Paul R Dulberg
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)

United States Bankruptcy Court Northern District of Illinois

In re Paul R Dulberg

Debtor(s)

Case No.

Chapter 7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

2. Income other than from employment or operation of business

None

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

B7 (Official Form 7) (04/13)

2

3. Payments to creditors

None Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
------------------------------------	-------------------------	---------------------------------	--------------------------

None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B7 (Official Form 7) (04/13)

3

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Law Office of David L. Stretch 5447 W. Bull Valley Road McHenry, IL 60050-7410	9/26/2014	\$1,868.00

B7 (Official Form 7) (04/13)

4

10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

11. Closed financial accounts

None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

B7 (Official Form 7) (04/13)

5

15. Prior address of debtor

None If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS NAME USED DATES OF OCCUPANCY

16. Spouses and Former Spouses

None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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B7 (Official Form 7) (04/13)

6

18. Nature, location and name of business

None a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
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None b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
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B7 (Official Form 7) (04/13)

7

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	--

21. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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22. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	--------------------------------	--

24. Tax Consolidation Group.

None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

B7 (Official Form 7) (04/13)

8

25. Pension Funds.

None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

* * * * *

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date November 26, 2014

Signature /s/ Paul R Dulberg
Paul R Dulberg
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

United States Bankruptcy Court Northern District of Illinois

In re Paul R Dulberg

Debtor(s)

Case No.

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

Table with 3 rows: For legal services, I have agreed to accept; Prior to the filing of this statement I have received; Balance Due. Columns include dollar sign and amounts: 1,868.00, 1,868.00, 0.00.

2. The source of the compensation paid to me was:

Debtor Other (specify):

3. The source of compensation to be paid to me is:

Debtor Other (specify):

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: November 26, 2014

/s/ David L. Stretch

David L. Stretch 6228693
The Law Office of David L. Stretch
5447 W. Bull Valley Road
McHenry, IL 60050-7410
815-578-0055 Fax: 815-425-6000
stretchlaw@gmail.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$75 administrative fee, \$15 trustee surcharge: Total Fee \$335)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$75 administrative fee: Total Fee \$310)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the

Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1,167 filing fee, \$550 administrative fee: Total Fee \$1,717)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$75 administrative fee: Total Fee \$275)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg
Debtor(s)

Case No. _____
Chapter 7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Paul R Dulberg
Printed Name(s) of Debtor(s)

X /s/ Paul R Dulberg
Signature of Debtor

November 26, 2014
Date

Case No. (if known) _____

X _____
Signature of Joint Debtor (if any) Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg Debtor(s) Case No. _____ Chapter 7

VERIFICATION OF CREDITOR MATRIX

Number of Creditors: 23

The above-named Debtor(s) hereby verifies that the list of creditors is true and correct to the best of my (our) knowledge.

Date: November 26, 2014

/s/ Paul R Dulberg
Paul R Dulberg
Signature of Debtor

ABN AMRO Mortgage Group

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 982235
El Paso, TX 79998

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

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

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

Dr. Frank W. Sek
4606 W. Elm Street
McHenry, IL 60050

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

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

McHenry Radiologists & Imaging
PO Box 220
McHenry, IL 60051

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

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

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

Northwest Community Hospital
25709 Network Place
Chicago, IL 60673

Northwest Suburban Anesthesiologists
8163 Solutions Center
Chicago, IL 60677-8001

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

Oak Trust Credit Union
1811 W. Diehl Road
Suite 700
Naperville, IL 60563

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

Walgreens
3925 W. Elm Street
McHenry, IL 60050

Walmart Pharmacy
3801 Running Brook Farms Boulevard
Johnsburg, IL 60051

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

<p>Voluntary Petition <i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): Paul R Dulberg</p>
Signatures	
<p>Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</p> <p>[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u><i>Paul R. Dulberg</i></u> Signature of Debtor Paul R Dulberg</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney) November 26, 2014</p> <p>_____ Date</p>	<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p>Signature of Attorney*</p> <p>X /s/ David L. Stretch</p> <p>_____ Signature of Attorney for Debtor(s) David L. Stretch 6228693</p> <p>_____ Printed Name of Attorney for Debtor(s) The Law Office of David L. Stretch</p> <p>_____ Firm Name 5447 W. Bull Valley Road McHenry, IL 60050-7410</p> <p>_____ Address Email: stretchlaw@gmail.com</p> <p>_____ 815-578-0055 Fax: 815-425-6000</p> <p>_____ Telephone Number November 26, 2014</p> <p>_____ Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p>Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose social security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p>Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	

Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

Active military duty in a military combat zone.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: 
Paul R Dulberg

Date: November 26, 2014

B6 Declaration (Official Form 6 - Declaration), (12/07)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg

Debtor(s)

Case No. _____

Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 19 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date November 26, 2014

Signature


Paul R Dulberg

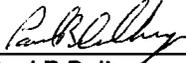
Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (04/13)
8

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date November 26, 2014

Signature 
Paul R Dulberg
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg
Debtor(s)

Case No. _____
Chapter 7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Paul R Dulberg
Printed Name(s) of Debtor(s)

X *Paul R. Dulberg*
Signature of Debtor

November 26, 2014
Date

Case No. (if known) _____

X _____
Signature of Joint Debtor (if any) Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

**United States Bankruptcy Court
Northern District of Illinois**

In re Paul R Dulberg Debtor(s) Case No. _____
Chapter 7

VERIFICATION OF CREDITOR MATRIX

Number of Creditors: _____ **23**

The above-named Debtor(s) hereby verifies that the list of creditors is true and correct to the best of my (our) knowledge.

Date: November 26, 2014



Paul R Dulberg
Signature of Debtor

52	<p>Initial presumption determination. Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 51 is less than \$7,475*. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> The amount set forth on Line 51 is more than \$12,475*. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII. Do not complete the remainder of Part VI.</p> <p><input type="checkbox"/> The amount on Line 51 is at least \$7,475*, but not more than \$12,475*. Complete the remainder of Part VI (Lines 53 through 55).</p>
53	<p>Enter the amount of your total non-priority unsecured debt</p> <p style="text-align: right;">\$</p>
54	<p>Threshold debt payment amount. Multiply the amount in Line 53 by the number 0.25 and enter the result.</p> <p style="text-align: right;">\$</p>
55	<p>Secondary presumption determination. Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 51 is less than the amount on Line 54. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII.</p> <p><input type="checkbox"/> The amount on Line 51 is equal to or greater than the amount on Line 54. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII.</p>

Part VII. ADDITIONAL EXPENSE CLAIMS

56	<p>Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:75%;">Expense Description</th> <th style="width:20%;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">b.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">c.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td style="text-align: center;">d.</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b, c, and d</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>		Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	d.		\$	Total: Add Lines a, b, c, and d		\$
	Expense Description	Monthly Amount																	
a.		\$																	
b.		\$																	
c.		\$																	
d.		\$																	
Total: Add Lines a, b, c, and d		\$																	

Part VIII. VERIFICATION

57	<p>I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i></p> <p>Date: <u>November 26, 2014</u></p> <p style="text-align: right;">Signature: <u></u> Paul R Dulberg <i>(Debtor)</i></p>
----	--

* Amounts are subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Exhibit 3

MEANSNO, CLOSED

**U.S. Bankruptcy Court
Northern District of Illinois (Western Division)
Bankruptcy Petition #: 14-83578**

Assigned to: Honorable Judge Thomas M. Lynch
Chapter 7
Voluntary
Asset

Date filed: 11/26/2014
Date terminated: 06/30/2017
Debtor discharged: 03/03/2015
341 meeting: 12/30/2014
Deadline for objecting to discharge: 03/02/2015

Debtor disposition: Standard Discharge

Debtor 1

Paul R Dulberg
4606 Hayden Court
McHenry, IL 60051-7918
MCHENRY-IL
SSN / ITIN: xxx-xx-4001

represented by **David L. Stretch**
Law Office of David L. Stretch
5447 West Bull Valley Road
McHenry, IL 60050-7410
815-578-0055
Fax : 815-425-6000
Email: stretchlaw@gmail.com

Trustee

Megan G Heeg
Ehrmann Gehlbach Badger Lee & Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
TERMINATED: 08/31/2016

represented by **Megan G Heeg**
Ehrmann Gehlbach Badger Lee &
Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
Fax : 815-288-3068
Email: heeg@egblc.com
TERMINATED: 11/02/2016

Megan G Heeg

Ehrmann Gehlbach Badger Lee &
Considine
Pob 447- 215 E First St, Ste 100
Dixon, IL 61021
815-288-4949
Email: heeg@egblc.com
TERMINATED: 11/02/2016

Trustee

Joseph D Olsen
Joseph D. Olsen, Chapter 7 Trustee
Attorney at Law
5702 Elaine Drive, Suite 104
Rockford, IL 61108-2458
815-708-0234

represented by **Joseph D Olsen**
Attorney at Law
5702 Elaine Drive, Suite 104
Rockford, IL 61108-2458
815-708-0234
Email: jolsenlaw@comcast.net

Joseph D Olsen

Joseph D. Olsen, Chapter 7
Trustee
Attorney at Law

5702 Elaine Drive, Suite 104
 Rockford, IL 61108-2458
 815-708-0234
 Email: Jolsenlaw@comcast.net

Craig A Willette
 Yalden Olsen & Willette
 1318 E State Street
 Rockford, IL 61104
 815-965-8635
 Fax : 815 965-4573
 Email: craigwillette@comcast.net

U.S. Trustee**Patrick S Layng**

Office of the U.S. Trustee, Region 11
 780 Regent St.
 Suite 304
 Madison, WI 53715
 608-264-5522

Filing Date	#	Docket Text
11/26/2014	<u>1</u> (50 pgs; 2 docs)	Chapter 7 Voluntary Petition Fee Amount \$335, Filed by David L. Stretch on behalf of Paul R Dulberg (Attachments: # <u>1</u> Signature Pages) (Stretch, David) (Entered: 11/26/2014)
11/26/2014	<u>2</u> (8 pgs)	Chapter 7 Statement of Current Monthly Income and Means Test Calculation - Form 22A. Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	3	Incomplete PDF, Filer Refined Statement of Social Security Number(s) Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) Modified on 12/1/2014 (Gossett, Valerie). (Entered: 11/26/2014)
11/26/2014	<u>4</u> (1 pg)	Certificate of Credit Counseling Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	5	Statement of Social Security Number(s) Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 11/26/2014)
11/26/2014	<u>6</u> (2 pgs)	Attachment(s) Fee Agreement Filed by David L. Stretch on behalf of Paul R Dulberg (RE: <u>1</u> Voluntary Petition (Chapter 7)). (Stretch, David) (Entered: 11/26/2014)
11/26/2014	7	Receipt of Voluntary Petition (Chapter 7)(14-83578) [misc,volp7a] (335.00) Filing Fee. Receipt number 27986848. Fee Amount \$ 335.00 (re:Doc# <u>1</u>) (U.S. Treasury) (Entered: 11/26/2014)
11/26/2014	8	Meeting of Creditors with 341(a) meeting to be held on 12/30/2014 at 10:00 AM at Stewart Square, 308 West State Street, Rm. 40, Rockford, Illinois 61101. Objections for Discharge due by 03/02/2015. (admin,) (Entered: 11/26/2014)

12/01/2014	9 (2 pgs)	Chapter 7 341 Meeting of Creditors . (Gossett, Valerie) (Entered: 12/01/2014)
12/01/2014	10	CORRECTIVE ENTRY Incomplete PDF, Filer Refined (RE: 3 Statement of Social Security Number(s)). (Gossett, Valerie) (Entered: 12/01/2014)
12/01/2014	11 (3 pgs)	BNC Certificate of Notice - Meeting of Creditors. (RE: 9 Chapter 7 341 Meeting of Creditors). No. of Notices: 16. Notice Date 12/03/2014. (Admin.) (Entered: 12/03/2014)
01/08/2015	12 (2 pgs)	Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
01/08/2015	13 (4 pgs)	Amended Schedule(s) : B,. Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
01/08/2015	14 (8 pgs)	Amended Statement of Financial Affairs Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 01/08/2015)
03/03/2015	15 (2 pgs)	Discharge Order Chapter 7 No Asset - Auto (Admin.) (Entered: 03/03/2015)
03/03/2015	16 (3 pgs)	BNC Certificate of Notice - Order of Discharge. (RE: 15 Discharge Order Chapter 7 No Asset - Auto). No. of Notices: 16. Notice Date 03/05/2015. (Admin.) (Entered: 03/05/2015)
05/20/2015	17 (7 pgs; 3 docs)	Notice of Motion and Application to Employ Megan Heeg and Ehrmann Gehlbach Badger Lee & Considine, LLC as Attorneys for Trustee Filed by Megan G Heeg Hearing scheduled for 5/27/2015 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Affidavit # 2 Proposed Order) (Heeg, Megan) (Entered: 05/20/2015)
05/22/2015	18	Initial Report of Assets - Trustee has found assets in this estate to be administered for the benefit of creditors, or believes there is a likelihood that such assets will be recovered within a reasonable period of time. The Trustee requests that notice be sent to creditors fixing time for filing claims. (Heeg, Megan) (Entered: 05/22/2015)
05/26/2015	19 (1 pg)	Notice Fixing Time For Filing . Proofs of Claims due by 8/26/2015. Government Proof of Claim due by 8/26/2015. (Gossett, Valerie) (Entered: 05/26/2015)
05/26/2015	21 (2 pgs)	BNC Certificate of Notice - Notice Fixing Time for Filing Claims (RE: 19 Notice Fixing Time For Filing). No. of Notices: 16. Notice Date 05/28/2015. (Admin.) (Entered: 05/28/2015)
05/27/2015	20 (1 pg)	Order Granting Application to Employ Megan G Heeg for Megan G Heeg (Related Doc # 17). Signed on 5/27/2015. (Gossett, Valerie) (Entered: 05/27/2015)
08/31/2016	22 (2 pgs)	Incorrect Event, Filer Notified to Refile Letter of Resignation and Appointment. Megan G Heeg resigned from the case and Trustee Joseph D Olsen appointed to the case. Filed by U.S. Trustee Patrick S Layng.

		(Jensen, Mary) Modified on 8/31/2016 (Weatherford, Mary). (Entered: 08/31/2016)
08/31/2016	23	CORRECTIVE ENTRY Incorrect Event, Filer Notified to Refile (RE: 22 Resignation and Appointment of Trustee). (Weatherford, Mary) (Entered: 08/31/2016)
08/31/2016	24 (1 pg)	Letter of Resignation. Megan G Heeg resigned from the case. Filed by U.S. Trustee Patrick S Layng. (Jensen, Mary) (Entered: 08/31/2016)
08/31/2016	25 (1 pg)	Letter of Appointment. Trustee Joseph D Olsen appointed to the case. Filed by U.S. Trustee Patrick S Layng. (Jensen, Mary) (Entered: 08/31/2016)
09/06/2016	26 (9 pgs; 2 docs)	Notice of Motion and Motion to Approve Attorneys Fees and Costs as an Administrative Claim Filed by Megan G Heeg Hearing scheduled for 9/28/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Heeg, Megan) (Entered: 09/06/2016)
09/07/2016	27 (4 pgs)	Amended Notice of Motion Filed by Trustee Megan G Heeg (RE: 26 Motion to Approve). Hearing scheduled for 9/28/2016 at 01:30 PM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Heeg, Megan) (Entered: 09/07/2016)
09/16/2016	28 (4 pgs)	Amended Schedules A / B, Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 09/16/2016)
09/16/2016	29 (1 pg)	Amended Schedules C, Filed by David L. Stretch on behalf of Paul R Dulberg. (Stretch, David) (Entered: 09/16/2016)
09/26/2016	30 (5 pgs; 2 docs)	Notice of Motion and Application to Employ Yalden, Olsen & Willette as attorneys for the Trustee Filed by Joseph D Olsen Hearing scheduled for 10/3/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Rule 2014 Statement) (Olsen, Joseph) (Entered: 09/26/2016)
09/27/2016	31 (1 pg)	Proposed Order - To Employ Attorneys Filed by Trustee Joseph D Olsen (RE: 30 Application to Employ). (Olsen, Joseph) (Entered: 09/27/2016)
09/28/2016	32 (1 pg)	Order Granting Motion to Approve (Related Doc # 26). Signed on 9/28/2016. (Gossett, Valerie) (Entered: 09/29/2016)
10/03/2016	33 (1 pg)	Order Granting Application to Employ Joseph D Olsen for Joseph D Olsen, Craig A Willette for Joseph D Olsen (Related Doc # 30). Signed on 10/3/2016. (Gossett, Valerie) (Entered: 10/03/2016)
10/04/2016	34 (11 pgs; 3 docs)	Notice of Motion and Motion to Authorize the Trustee to Enter into a Binding Mediation Agreement Filed by Joseph D Olsen Hearing scheduled for 10/31/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A) (Olsen, Joseph) (Entered: 10/04/2016)
10/04/2016	35 (9 pgs; 4 docs)	Notice of Motion and Application to Employ Baudin Law Group Ltd as Special Counsel Filed by Joseph D Olsen Hearing scheduled for 10/31/2016 at 09:30 AM at U.S. Court House, 327 South Church Street,

		Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A # 3 Affidavit) (Olsen, Joseph) (Entered: 10/04/2016)
10/06/2016	36 (7 pgs; 2 docs)	Notice of Motion and Motion to Approve Withdrawal of Counsel Filed by Megan G Heeg Hearing scheduled for 11/2/2016 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Heeg, Megan) (Entered: 10/06/2016)
10/31/2016	37 (1 pg)	Order Granting Application to Employ Baudin Law Group, Ltd. (Related Doc # 35). Signed on 10/31/2016. (Gossett, Valerie) (Entered: 10/31/2016)
10/31/2016	38 (1 pg)	Order Granting Motion to Authorize (Related Doc # 34). Signed on 10/31/2016. (Gossett, Valerie) (Entered: 10/31/2016)
11/02/2016	39 (1 pg)	Order Granting Motion to Approve (Related Doc # 36). Signed on 11/2/2016. (Gossett, Valerie) (Entered: 11/03/2016)
01/03/2017	40 (8 pgs; 3 docs)	Notice of Motion and Motion to Authorize Trustee to compensate the Estate's Personal Injury Attorneys for attorney's fees and advanced costs; to pay certain medical and attorneys liens as well as the Debtor's Personal Injury Exemption and Notice of Binding Mediation Award Filed by Joseph D Olsen Hearing scheduled for 1/25/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order # 2 Exhibit A) (Olsen, Joseph) (Entered: 01/03/2017)
01/19/2017	41 (1 pg)	Proposed Order - Approving Payments of the Personal Injury Proceeds Filed by Trustee Joseph D Olsen (RE: 40 Motion to Authorize). (Olsen, Joseph) (Entered: 01/19/2017)
01/25/2017	42 (1 pg)	Order Granting Motion to Authorize (Related Doc # 40). Signed on 1/25/2017. (Gossett, Valerie) (Entered: 01/26/2017)
04/18/2017	43 (8 pgs)	Final Report Filed by U.S. Trustee Patrick S Layng. (Layng, Patrick) (Entered: 04/18/2017)
04/19/2017	44 (9 pgs; 2 docs)	Notice of Motion and Application for Compensation for Joseph D Olsen, Trustee Chapter 7, Fee: \$12428.68, Expenses: \$83.33. Filed by Trustee Joseph D Olsen Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Olsen, Joseph) (Entered: 04/19/2017)
04/19/2017	45 (11 pgs; 2 docs)	Notice of Motion and Application for Compensation for Joseph D Olsen, Trustee's Attorney, Fee: \$2226.00, Expenses: \$0.00. Filed by Trustee Joseph D Olsen Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Attachments: # 1 Proposed Order) (Olsen, Joseph) (Entered: 04/19/2017)

04/19/2017	46 (5 pgs)	Notice of Trustee's Final Report and Applications for Compensation. Trustee will send notice Filed by Trustee Joseph D Olsen (RE: 43 Final Report - Asset, 44 Application for Compensation, 45 Application for Compensation). Hearing scheduled for 5/15/2017 at 09:30 AM at U.S. Court House, 327 South Church Street, Rm. 3100, Rockford, Illinois 61101. (Olsen, Joseph) (Entered: 04/19/2017)
04/19/2017	47 (2 pgs)	Certificate of Service Filed by Trustee Joseph D Olsen (RE: 43 Final Report - Asset). (Olsen, Joseph) (Entered: 04/19/2017)
05/15/2017	48 (1 pg)	Order Granting Application For Compensation (Related Doc # 44). Joseph D Olsen, fees awarded: \$12428.68, expenses awarded: \$83.33, Granting Application For Compensation (Related Doc # 45). Joseph D Olsen, fees awarded: \$2226.00, expenses awarded: \$0.00. Signed on 5/15/2017. (Gossett, Valerie) (Entered: 05/15/2017)
06/29/2017	49 (8 pgs)	Final Account and Application to Close Case and Discharge Trustee Filed by U.S. Trustee Patrick S Layng. (Layng, Patrick) (Entered: 06/29/2017)
06/30/2017	50	Bankruptcy Case Closed and Trustee Discharged . (Gossett, Valerie) (Entered: 06/30/2017)

PACER Service Center			
Transaction Receipt			
02/10/2026 21:41:48			
PACER Login:	kavimodi	Client Code:	19012.00315
Description:	Docket Report	Search Criteria:	14-83578 Fil or Ent: filed From: 2/10/2010 To: 2/10/2026 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	4	Cost:	0.40

Exhibit 4

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

Katherine M. Keefe
Clerk of the Circuit Court
Electronically Filed
Transaction ID: 17111117451
17LA000377
11/28/2017
McHenry County, Illinois
22nd Judicial Circuit

PAUL DULBERG,

Plaintiff,

v.

THE LAW OFFICES OF THOMAS J.
POPOVICH, P.C., and HANS MAST,

Defendant.

No. 17LA000377

NOTICE
THIS CASE IS HEREBY SET FOR A
SCHEDULING CONFERENCE IN
COURTROOM 201 ON
02/27/2018, AT 9:00 AM.
FAILURE TO APPEAR MAY RESULT IN
THE CASE BEING DISMISSED OR AN
ORDER OF DEFAULT BEING ENTERED.

COMPLAINT AT LAW
(Legal Malpractice)

COMES NOW your Plaintiff, PAUL DULBERG (hereinafter also referred to as

“DULBERG”), by and through his attorneys, THE GOOCH FIRM, and as and for his Complaint against THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter also referred to as “POPOVICH”), and HANS MAST (hereinafter also referred to as “MAST”), states the following:

1. Your Plaintiff, PAUL DULBERG, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.
2. Your Defendant, THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.
3. Your Defendant, HANS MAST, is either an agent, employee, or partner of THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. MAST is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

4. That due to the actions and status of MAST in relation to POPOVICH, the actions and inactions of MAST are directly attributable to his employer, partnership, or principal, being THE LAW OFFICES OF THOMAS J. POPVICH, P.C.
5. Venue is therefore claimed proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.
6. On or about June 28, 2011, your Plaintiff, DULBERG was involved in a horrendous accident, having been asked by his neighbors Caroline McGuire and William McGuire, in assisting a David Gagnon in the cutting down of a tree on the McGuire property. DULBERG lived in the neighborhood.

7. At this time, Gagnon lost control of the chainsaw he was using causing it to strike DULBERG. This caused substantial and catastrophic injuries to DULBERG, including but not limited to great pain and suffering, current as well as future medical expenses, in an amount in excess of \$260,000.00, along with lost wages in excess of \$250,000.00, and various other damages.
8. In May of 2012, DULBERG retained THE LAW OFFICES OF THOMAS J. POPOVICH, P.C., pursuant to a written retainer agreement attached hereto as **Exhibit A**.
9. A copy of the Complaint filed by MAST on his own behalf, and on behalf of DULBERG, is attached hereto as **Exhibit B**, and the allegations of that Complaint are fully incorporated into this Complaint as if fully set forth herein.
10. An implied term of the retainer agreement attached hereto as **Exhibit A**, was that at all times, the Defendants would exercise their duty of due care towards their client and conform their acts and actions within the standard of care every attorney owes his client.

11. That as Exhibit B reveals, Defendants property filed suit against not only the operator of the chain saw, but also his principals, Caroline McGuire and William McGuire, who purportedly were supervising him in his work on the premises.

12. At the time of filing of the aforesaid Complaint, MAST certified pursuant to Supreme Court Rule 137, that he had made a diligent investigation of the facts and circumstances around the Complaint he filed, and further had ascertained the appropriate law. MAST evidently believed a very good and valid cause of action existed against Caroline McGuire and William McGuire.

13. The matter proceeded through the normal stages of litigation until sometime in late 2013 or early 2014, when MAST met with DULBERG and other family members and advised them there was no cause of action against William McGuire and Caroline McGuire, and told DULBERG he had no choice but to execute a release in favor of the McGuire's for the sum of \$5,000.00. DULBERG, having no choice in the matter, reluctantly agreed with MAST and to accept the sum of \$5,000.00 releasing not only William and Caroline McGuire, but also Auto-Owners Insurance Company from any further responsibility or liability in the matter. A copy of the aforesaid general release and settlement agreement is attached hereto as Exhibit C.

14. MAST and POPOVICH continued to represent DULBERG through to and including March of 2015, following which DULBERG and the Defendants terminated their relationship.

15. Continuously throughout the period of representation, MAST and POPOVICH represented repeatedly to DULBERG there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and lulled DULBERG into believing that the matter was being properly handled. Then, due to a claimed failure of communication, MAST and POPOVICH withdrew from the representation of DULBERG.

16. Thereafter, DULBERG retained other attorneys and proceeded to a binding mediation before a retired Circuit Judge, where DULBERG received a binding mediation award of \$660,000.00 in gross, and a net award of \$561,000.00. Unfortunately, a "high-low agreement" had been executed by DULBERG, reducing the maximum amount he could recover to \$300,000.00 based upon the insurance policy available. The award was substantially more than that sum of money, and could have been recovered from McGuire's had they not been dismissed from the Complaint. A copy of the aforesaid Mediation Award is attached hereto as **Exhibit D**.

17. The McGuire's were property owners and had property insurance covering injuries or losses on their property, as well as substantial personal assets, including the property location where the accident took place at 1016 West Elder Avenue, in the City of McHenry, Illinois.

McGuire's were well able to pay all, or a portion of the binding mediation award had they still remained parties.

18. DULBURG, in his relationship with POPOVICH and MAST, cooperated in all ways with them, furnishing all necessary information as required, and frequently conferred with them.

19. Until the time of the mediation award, DULBURG had no reason to believe he could not recover the full amount of his injuries, based on POPOVICH'S and MAST'S representations to DULBERG that he could recover the full amount of his injuries from Gagnon, and that the inclusion of the McGuire's would only complicate the case.

20. Following the execution of the mediation agreement with the "high-low agreement" contained therein, and the final mediation award, DULBURG realized for the first time that the information MAST and POPOVICH had given DULBERG was false and misleading, and that in fact, the dismissal of the McGuire's was a serious and substantial mistake. Following the

mediation, DULBERG was advised to seek an independent opinion from an attorney handling Legal Malpractice matters, and received that opinion on or about December 16, 2016.

21. MAST and POPOVICH, jointly and severally, breached the duties owed DULBURG by violating the standard of care owed DULBERG in the following ways and respects:

- a) Failed to take such actions as were necessary during their representation of DULBERG to fix liability against the property owners of the subject property (the McGuire's) who employed Gagnon, and sought the assistance of DULBERG;
- b) Failed to thoroughly investigate liability issues against property owners of the subject property;
- c) Failed to conduct necessary discovery, so as to fix the liability of the property owners to DULBERG;
- d) Failed to understand the law pertaining to a property owner's rights, duties and responsibilities to someone invited onto their property;
- e) Improperly urged DULBURG to accept a nonsensical settlement from the property owners, and dismissed them from all further responsibility;
- f) Failed to appreciate and understand further moneys could not be received as against Gagnon, and that the McGuire's and their obvious liability were a very necessary party to the litigation;
- g) Falsely advised DULBURG throughout the period of their representation, that the actions taken regarding the McGuire's was proper in all ways and respects, and that DULBURG had no choice but to accept the settlement;

h) Failed to properly explain to DULBURG all ramifications of accepting the McGuire settlement, and giving him the option of retaining alternative counsel to review the matter;

i) Continually reassured DULBURG that the course of action as to the property owners was proper and appropriate;

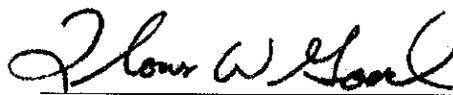
j) Were otherwise negligent in their representation of DULBERG, concealing from him necessary facts for DULBURG to make an informed decision as to the McGuire's, instead coercing him into signing a release and settlement agreement and accept a paltry sum of \$5,000.00 for what was a grievous injury.

22. That DULBERG suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of MAST and POPOVICH in urging DULBURG to release the McGuire's, lost the sum of well over \$300,000.00 which would not have occurred but for the acts of MAST and THE LAW OFFICES OF THOMAS J. POPOVICH, P.C.

WHEREFORE, your Plaintiff, PAUL DULBERG prays this Honorable Court to enter judgment on such verdict as a jury of twelve (12) shall return, together with the costs of suit and such other and further relief as may be just, all in excess of the jurisdictional minimums of this Honorable Court.

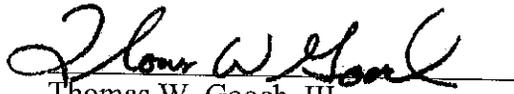
Respectfully submitted by,

PAUL DULBERG, Plaintiff, by his
attorneys THE GOOCH FIRM,



Thomas W. Gooch, III

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF TWELVE (12) PERSONS.


Thomas W. Gooch, III

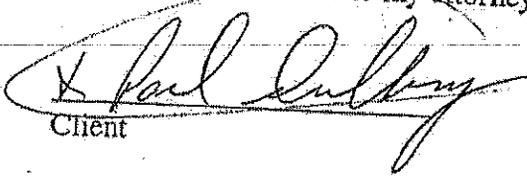
Thomas W. Gooch, III
THE GOOCH FIRM
209 S. Main Street
Wauconda, IL 60084
847-526-0110
ARDC No.: 3123355
gooch@goochfirm.com
office@goochfirm.com

CONTRACT FOR LEGAL SERVICES

I agree to employ the LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter "my attorney") to represent me in the prosecution or settlement of my claim against persons or entities responsible for causing me to suffer injuries and damages on the _____ day of _____, 20_____.

My attorney agrees to make no charge for legal services unless a recovery is made in my claim. The approval of any settlement amount cannot be made without my knowledge and consent.

I agree to pay my attorney in consideration for his legal services a sum equal to one-third (33 1/3%) of my recovery from my claim by suit or settlement; this will increase to 40% in the event my claim results in more than one (1) trial and/or an appeal of a trial. I understand my attorney may need to incur reasonable expenses in properly handling my claim including, but not limited to, expenses such as accident reports, filing fees, court reporters fees, video fees, records fees, and physician fees. I understand those expenses will be taken out of my settlement, in addition to my attorney's legal fee.


Client

Client

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH

By:  _____

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
815/344-3797



3. On June 28, 2011, the Defendant, DAVID GAGNON, was living and/or staying at his parent's home at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

4. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE contracted, hired the Defendant, DAVID GAGNON, to cut down, trim and/or maintain the trees and brush at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

5. On June 28, 2011, and at the request and with the authority and permission of the Defendants CAROLINE McGUIRE and BILL McGUIRE, and for their benefit, the Defendant, DAVID GAGNON, was working under their supervision and control while engaged in cutting, trimming and maintaining trees and brush at the premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

6. On June 28, 2011, as part of his work at the subject property, the Defendant, DAVID GAGNON, was authorized, instructed, advised and permitted to use a chainsaw to assist him in his work for Defendants, CAROLINE McGUIRE and BILL McGUIRE, which was owned by the McGuires.

7. On June 28, 2011, the Defendant, DAVID GAGNON, was under the supervision and control of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was working as their apparent and actual agent, and was then acting and working in the scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE.

8. On June 28, 2011, and while the Defendant, DAVID GAGNON, was working in the course and scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was under their supervision and control, Defendant, DAVID GAGNON was in use of a chainsaw while trimming a tree and branch.

9. On June 28, 2011, and while Defendant, DAVID GAGNON, was in use of a chainsaw while trimming a tree and branch, Defendant, DAVID GAGNON, asked for and/or requested the assistance of the Plaintiff, PAUL DULBERG, to hold the tree branch while Defendant, DAVID GAGNON, trimmed the branch with the chainsaw.

10. On June 28, 2011, and while Defendant, DAVID GAGNON, was in sole control, use and operation of the subject chainsaw, the chainsaw was caused to strike and injure the Plaintiff, PAUL DULBERG.

11. At all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew of Defendant, DAVID GAGNON's use of the chainsaw in the presence of the Plaintiff, PAUL DULBERG, and knew that such created a danger to the Plaintiff, PAUL DULBERG's safety.

12. That at all relevant times, the Defendants, DAVID GAGNON, as agent of CAROLINE McGUIRE and BILL McGUIRE, owed a duty to use care and caution in his operation of a known dangerous instrumentality.

13. On June 28, 2011, the Defendant, DAVID GAGNON, was negligent in one or more of the following ways:

- a. Failed to maintain control over the operating of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant, DAVID GAGNON's inability to control the chainsaw;
- d. Failed to keep a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

14. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

15. That at the above time and date, the Defendant's negligence can be inferred from the circumstances of the occurrence as the instrument of the injury was under the control of the Defendant and therefore, negligence can be presumed under the doctrine of *Res Ipsa Loquitur*.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, DAVID GAGNON, and CAROLINE McGUIRE and BILL McGUIRE in an amount in excess of \$50,000.00, plus costs of this action.

Count II

Paul Dulberg vs. Caroline McGuire and Bill McGuire

15. That the Plaintiff, PAUL DULBERG, restates and realleges paragraphs 1 through 14, in Count I, above, as paragraphs 1 through 15 of Count II, as if fully alleged herein.

16. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, owned, controlled, maintained and supervised the premises whereat the accident to the Plaintiff, PAUL DULBERG, occurred.

17. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were in control of and had the right to advise, instruct and demand that the Defendant, DAVID GAGNON, act or work in a safe and reasonable manner.

18. That at all relevant times, the Defendant, DAVID GAGNON, was acting as the agent, actual and apparent, of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was acting at their request and in their best interests and to their benefit as in a joint enterprise.

19. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew DAVID GAGNON was operating a chainsaw with the assistance of the Plaintiff, PAUL DULBERG, and had the right to discharge or terminate the Defendant, DAVID GAGNON's work for any reason.

20. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, owed a duty to supervise and control Defendant, DAVID GAGNON's activities on the property so as not to create a unreasonable hazard to others, including the Plaintiff, PAUL DULBERG.

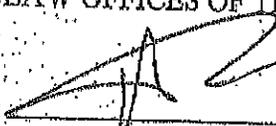
21. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were negligent in one or more of the following ways:

- a. Failed to control operation of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant's inability to control the chainsaw;
- d. Failed to keep the chainsaw a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

22. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

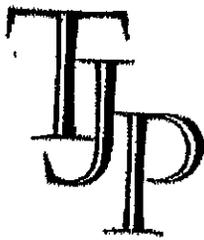
WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants,
CAROLINE McGUIRE and BILL McGUIRE, in an amount in excess of \$50,000.00, plus costs
of this action.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.



One of the Attorneys for Plaintiff

Hans A. Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
Lake, Illinois 60050
(815) 344-3797
ARDC No. 06203684



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THOMAS J. POPOVICH
HANS A. MAST
JOHN A. KORNAK

MARK J. VOGG
JAMES P. TUTAJ
ROBERT J. LUMBER
THERESA M. FREEMAN

January 24, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

RE: *Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire*
McHenry County Case: 12 LA 178

Dear Paul:

Please find enclosed the General Release and Settlement Agreement from defense counsel for Caroline and Bill McGuire. Please Release and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY
HANS A. MAST

smq
Enclosure



WAUKEGAN OFFICE
210 NORTH MARTIN LUTHER
KING JR. AVENUE
WAUKEGAN, IL 60085

GENERAL RELEASE AND SETTLEMENT AGREEMENT

NOW COMES PAUL DULBERG, and in consideration of the payment of Five-Thousand (\$5,000.00) Dollars to him, by or on behalf of the WILLIAM MCGUIRE and CAROLYN MCGUIRE (aka Bill McGuire; improperly named as Caroline McGuire) and AUTO-OWNERS INSURANCE COMPANY, the payment and receipt of which is hereby acknowledged, PAUL DULBERG does hereby release and discharge the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, and any agents or employees of the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, of and from any and all causes of action, claims and demands of whatsoever kind or nature including, but not limited to, any claim for personal injuries and property damage arising out of a certain chain saw incident that allegedly occurred on or about June 28, 2011, within and upon the premises known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

IT IS FURTHER AGREED AND UNDERSTOOD that there is presently pending a cause of action in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled "Paul Dulberg, Plaintiff, vs. David Gagnon, Individually, and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, Individually, Defendants", Cause No. 2012 LA 178, and that this settlement is contingent upon WILLIAM MCGUIRE and CAROLYN MCGUIRE being dismissed with prejudice as parties to said lawsuit pursuant to a finding by the Circuit Court that the settlement between the parties constitutes a good faith settlement for purposes of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01, *et seq.*

IT IS FURTHER AGREED AND UNDERSTOOD that as part of the consideration for this agreement the undersigned represents and warrants as follows (check applicable boxes):

- I was not 65 or older on the date of the occurrence.
- I was not receiving SSI or SSDI on the date of the occurrence.
- I am not eligible to receive SSI or SSDI.
- I am not currently receiving SSI or SSDI.

IT IS FURTHER AGREED AND UNDERSTOOD:

- a. That any subrogated claims or liens for medical expenses paid by or on behalf of PAUL DULBERG shall be the responsibility PAUL DULBERG, including, but not limited to, any Medicare liens. Any and all reimbursements of medical expenses to subrogated parties, including Medicare's rights of reimbursement, if any, shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released herein.
- b. That any outstanding medical expenses are PAUL DULBERG's responsibility and all payment of medical expenses hereafter shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released

c. That PAUL DULBERG agrees to save and hold harmless and indemnify the parties released herein against any claims made by any medical providers, including, but not limited to Medicare or parties subrogated to the rights to recover medical or Medicare payments.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that this agreement contains the entire agreement between the parties with regard to materials set forth herein, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the executors, conservators, administrators, guardians, personal representatives, heirs and successors of each.

IT IS FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a doubtful and disputed claim and no liability is admitted as a consequence hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Dated: _____

PAUL DULBERG

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

PAUL DULBERG personally appeared before me this date and acknowledged that she executed the foregoing Release and Settlement Agreement as his own free act and deed for the uses and purposes set forth therein.

Dated this _____ day of January, 2014.

Notary Public



Binding Mediation Award

Paul Dulberg

v.

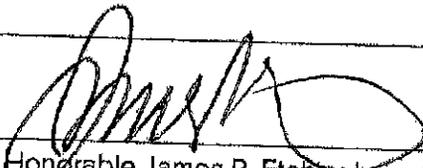
David Gagnon

ADR Systems File # 33391BMAG

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	<u>Medical</u>	<u>\$ 60,000.</u>
	<u>future medical</u>	<u>\$ 200,000.</u>
	<u>Lost Wage</u>	<u>\$ 250,000.</u>
	<u>PIS</u>	<u>75,000.</u>
	<u>LNL</u>	<u>75,000.</u>


The Honorable James P. Etchingham, (Ret.)

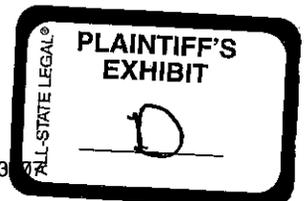


Exhibit 5

FILED
12/8/2022 3:50 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
Calendar, R
20609010

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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

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

Plaintiffs,)

vs.)

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

Defendants.

CASE NO. 2022L010905

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 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.

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).

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 Baudin 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 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 Gagnon's 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

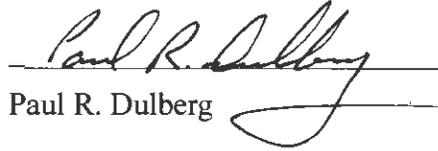
contact@lawofficeofalphonsetalarico.com

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)

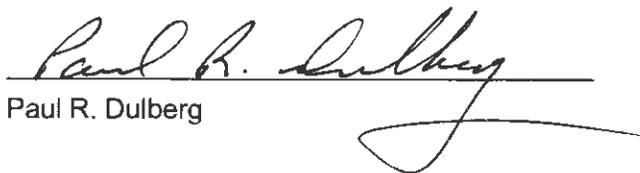
I, Paul R. Dulberg, after being duly sworn on oath depose and state as follows:

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

Paul Dulberg

Claimant

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

Revised 9/2015



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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 prepetition with respect to the subject personal injury claim.

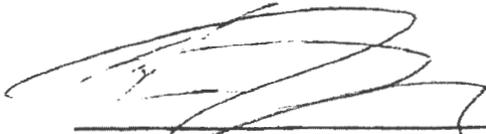


6. I understand and agree that:

- 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

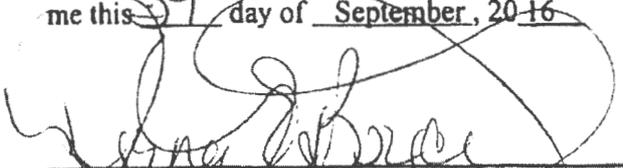
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- 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.

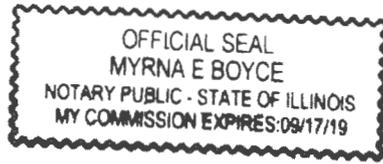


 W. Randal Baudin, II, Affiant

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



 Notary Public



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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

6. I understand and agree that:

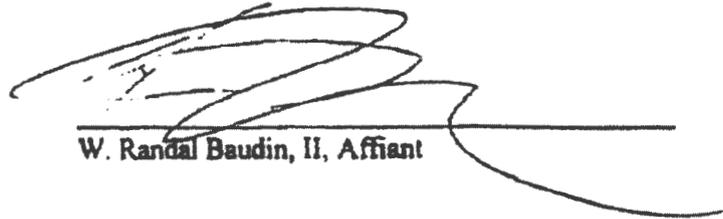
- A. My Firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy Estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment.**
- B. All proceeds of any settlement or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

FILED DATE: 12/8/2022 3:50 PM 2022L010905

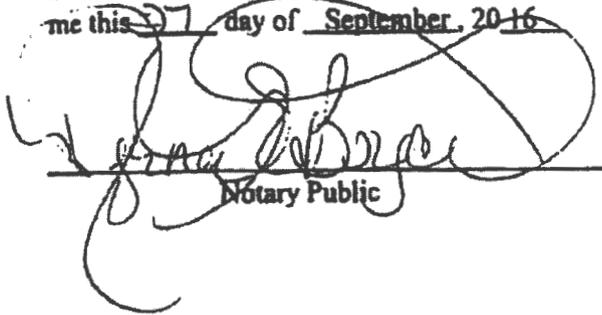
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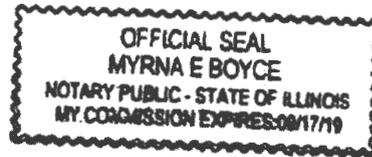
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- 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



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.

FILED DATE: 12/8/2022 3:50 PM 2022L010905

- 2 -

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**

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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

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

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

Capital One Bank (USA), N.A.
PO Box 71003
Charlotte, NC 28272-1003

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

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

Northwest Suburban Anesthesiologists
8163 Solutions Center
Chicago, IL 60677-8001

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

Walgreens
3925 W. Elm Street
McHenry, IL 60050-4161

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

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

Capital One Bank
Attn: General Correspondence
PO Box 30205
Salt Lake City, UT 84130-0205

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

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

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

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

Open Advanced MRI of Round Lake
Medchex
PO Box 502
Eatonah, NY 10516-0502

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

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

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

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

Dynamic Hand Therapy & Rehab
498 S. US Highway 12
Suite C
Fox Lake, IL 60020-1900

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

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

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60585-9109

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

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

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

FILED DATE: 12/8/2022 3:50 PM 2022L010905



**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.

ADR Systems • 20 North Clark Street • Floor 29 • Chicago, IL 60602
312.960.2260 • info@adrsystems.com • www.adrsystems.com

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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

- 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



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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
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



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 33 1/3% as a contingency fee if the matter settled prior to trial and 40% if the matter proceeds to trial.

,

FILED DATE: 12/8/2022 3:50 PM 2022L010905

- 2 -

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

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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

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

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

Capital One Bank (USA), N.A.
PO Box 71003
Charlotte, NC 28272-1003

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

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

Northwest Suburban Anesthesiologists
8163 Solutions Center
Chicago, IL 60677-8001

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

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

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

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

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

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

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

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

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

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

Walmart Pharmacy
3901 Running Brook Farms Boulevard
Johnsburg, IL 60051-5425

Paul R. Dulberg
4606 Hayden Court
McHenry, IL 60051-7910

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

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

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

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

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

(p)OAK TRUST CREDIT UNION
12251 S ROUTE 59
PLAINFIELD IL 60505-9109

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

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

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

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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"

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

1 THE CLERK: Paul Dulberg, 14 83578.

2 MR. OLSEN: Good morning, Your Honor.
3 Joseph Olsen, trustee.

4 This comes before the Court on two
5 motions. One is to authorize the engagement of
6 special counsel to pursue a personal injury
7 litigation, I think it's in Lake County, involving a
8 chainsaw accident of some sort.

9 And then, presumably, if the Court
10 grants that, the second one is to authorize the
11 estate to enter into -- I'm not sure what you call
12 it, but binding mediation. But there's a floor of
13 \$50,000, and there's a ceiling of \$300,000.

14 And I guess I've talked with his
15 attorney. He seems very enthusiastic about it.
16 There may be some issues about the debtor being a
17 good witness or not, I guess.

18 It had to do with a neighbor who asked
19 him to help him out with a chainsaw, and then I guess
20 the neighbor kind of cut off his arm, or almost cut
21 off his arm right after that. There's some
22 bitterness involved, understandably, I guess.

23 But I don't do personal injury work at
24 all, so I'm not sure how that all flows through to a
25 jury, but he didn't seem to want to go through a jury

1 process. He liked this process, so...

2 THE COURT: Very well.

3 Mr. Olsen, first of all, with regard
4 to the application to employ the Baudin law firm, it
5 certainly appears to be in order and supported by
6 affidavit.

7 Their proposed fees are more
8 consistent with at least what generally is the market
9 than some of the fees you and I have seen in some
10 other matters.

11 One question for you: Have you seen
12 the actual engagement agreement?

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

15 THE COURT: Okay.

16 MR. OLSEN: If it's not, it should
17 have been.

18 It's kind of an interesting --
19 actually, this is kind of a unique one. The debtor
20 actually paid them money in advance, and then he's
21 going to get a credit if they actually win, which I
22 guess enures, now, to my benefit, but that's okay.

23 And there's a proviso for one-third,
24 except if we go to trial, then it's 40 percent. So
25 these are getting more creative by the PI bar as we

1 plod along here, I guess, but...

2 THE COURT: It's a bar that's
3 generally pretty creative.

4 And my apologies. I saw the
5 affidavit, but you did have the agreement attached,
6 and one was in front of the other.

7 And the agreement is just as you
8 describe it. It appears to be reasonable, and so
9 I'll approve the application.

10 Tell me about this binding mediation.
11 It's almost an oxymoron, isn't it?

12 MR. OLSEN: Well, I guess the
13 mediators don't know there's a floor and a ceiling.
14 I'm not sure where that comes from, but that's --
15 yeah.

16 And whatever number they come back at
17 is the number we're able to settle at, except if it's
18 a not guilty or a zero recovery, we get 50,000, but
19 to come back at 3 million, we're capped at 300,000.

20 THE COURT: Interesting.

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

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

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

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

5 MR. OLSEN: Correct.

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

9 MR. OLSEN: Thanks, Your Honor.

10 (End of audio to be transcribed.)
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CERTIFICATE

1
2
3
4 I, JERRI ESTELLE, CSR, do hereby
5 certify that the foregoing is a true and accurate
6 transcription of proceedings electronically recorded
7 in the matter of PAUL R. DULBERG, 14 B 83578 on
8 October 31, 2016, which was submitted to D&E
9 Reporting for transcription; it contains all the
10 content in said recording; and it has been
11 transcribed to the best of my ability.
12

13
14 Jerri Estelle, CSR /S/
License Number: 084-003284
15
16
17
18
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20
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22
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24
25



**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.

ADR Systems • 20 North Clark Street • Floor 29 • Chicago, IL 60602
312.960.2260 • info@adrsystems.com • www.adrsystems.com



EXHIBIT "A"

FILED DATE: 12/8/2022 3:50 PM 2022L010905

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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

- 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:
- If mailed, by the date of the postmark;
 - If delivered by a courier or a messenger, the date the item is received by the courier or messenger; and
 - 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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

- 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



FILED DATE: 12/8/2022 3:50 PM 2022L010905



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

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.



FILED DATE: 12/8/2022 3:50 PM 2022L010905

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

--



[W. Randal Baudin II's LinkedIn Profile](#)
Cell 815.814.2193



Binding Mediation Award

Paul Dulberg

v.

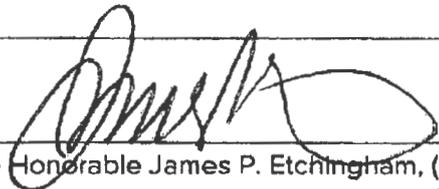
David Gagnon

ADR Systems File # 33391BMAG

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	<u>Medical</u>	<u>\$ 60,000.</u>
	<u>Future medical</u>	<u>\$ 200,000.</u>
	<u>Lost Wage</u>	<u>\$ 250,000.</u>
	<u>PIS</u>	<u>75,000.</u>
	<u>LNL</u>	<u>75,000.</u>


The Honorable James P. Etchingham, (Ret.)



FILED DATE: 12/8/2022 3:50 PM 2022L010905



**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.

ADR Systems • 20 North Clark Street • Floor 29 • Chicago, IL 60602
 312.960.2260 • info@adr.com • www.adr.com



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 Dulberg 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 \$1,295.00 per Party 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	\$195.00 per Party (Non-refundable)
Mediator's Review Time	\$450.00 per hour, split equally between Parties
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.

4 By: Paul Dulberg _____ Date _____
 Paul Dulberg / Plaintiff

4 By: Kelly N. Baudin _____ Date 12/8/14
 Kelly N. Baudin / Attorney for the Plaintiff

4 By: Randall Baudin, II _____ Date 12/8/14
 Randall Baudin, II / Attorney for the Plaintiff

14 By: Shoshan Reddington _____ Date 12/8/14
 Shoshan Reddington / Attorney for the Defendant

Walter Norman

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



Exhibit 6

10/1

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

PAUL DULBERG,)
)
Plaintiff,)
)
vs.)
)
DAVID GAGNON, Individually, and as)
Agent of CAROLINE MCGUIRE and BILL)
MCGUIRE, and CAROLINE MCGUIRE)
and BILL MCGUIRE, Individually,)
)
Defendants.)

Case No. 12 LA 178

FILED

JAN 13 2014

KATHERINE M. KEEFE
McHENRY CTY. CIR. CLK.

**MOTION FOR GOOD FAITH FINDING AND FOR ORDER OF
DISMISSAL WITH PREJUDICE BY DEFENDANTS BILL MCGUIRE
AND CAROLYN MCGUIRE**

Defendants, BILL MCGUIRE (aka William McGuire) and CAROLYN MCGUIRE (improperly named Caroline), by and through their attorneys, Cicero, France, Barch & Alexander, P.C., hereby move this Court to dismiss all claims against them with prejudice and further request this Court to find that the settlement set forth in this motion was made in good faith and within the meaning and contemplation of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq. In support of their Motion, Defendants Bill McGuire and Carolyn McGuire state as follows:

1. On or about March 15, 2012, Plaintiff Paul Dulberg filed a multiple count complaint seeking damages for personal injuries he generally attributes to a chain saw incident that occurred on or about June 28, 2011, at and upon the premises owned by Defendants Bill McGuire and Carolyn McGuire, known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

2. Plaintiff generally alleges that Defendant David Gagnon injured him with a chain

saw while working under the supervision and control of Defendants Bill McGuire and Carolyn McGuire. Defendant David Gagnon denies any and all liability for Plaintiff Paul Dulberg's injuries. Defendants Bill McGuire and Carolyn McGuire also deny any and all liability for Plaintiff Paul Dulberg's injuries and further deny that Defendant David Gagnon was under their control and supervision and working or acting as their employee or agent at the time of the alleged chain saw incident.

3. On February 1, 2013, Defendants Bill McGuire and Carolyn McGuire filed a cross-claim for contribution against Defendant David Gagnon. The cross-claim for contribution seeks contribution from Defendant David Gagnon for injuries claimed by Plaintiff Paul Dulberg and is based upon the terms and provisions of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq.

4. Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire have negotiated a settlement of all claims which Plaintiff brought or could have brought against Defendants Bill McGuire and Carolyn McGuire. The settlement was negotiated at arm's length over a substantial period of time, and with the advice of counsel on the part of both parties. There is no collusion or fraud on the part of any of the parties to the negotiation.

5. Pursuant to Section 100/2(c) of the Contribution Act, an alleged tortfeasor that settles with a claimant in good faith shall be discharged from liability for contribution to any other tortfeasors.

6. Defendants Bill McGuire and Carolyn McGuire deny and continue to deny liability to Plaintiff Paul Dulberg and further contest the nature and scope of the injuries Plaintiff Paul Dulberg attributes to the subject chain saw incident.

7. The lump-sum payment of \$5,000.00 to Plaintiff Paul Dulberg by or on behalf of

Defendants Bill McGuire and Carolyn McGuire constitutes adequate consideration for purposes of a good faith settlement under Section 100/2(c) of the Contribution Act.

8. Defendants Bill McGuire and Carolyn McGuire respectfully suggest that the settlement with Plaintiff Paul Dulberg is and was made in good faith within the meaning of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/2(c).

WHEREFORE, the Defendants, BILL MCGUIRE and CAROLYN MCGUIRE, respectfully pray for the Court as follows:

- (1) For an Order declaring that the settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire was made and entered into in good faith within the meaning of the Illinois Contribution Among Joint Tortfeasors Act, 740 ILCS 100/1, et seq.;
- (2) For an Order dismissing all civil complaints, cross-claims, counterclaims and contribution claims currently pending against Defendants Bill McGuire and Carolyn McGuire, and arising out of or otherwise connected to the injuries claimed by Plaintiff Paul Dulberg, with prejudice;
- (3) For an Order declaring that any potential future claims against Defendants Bill McGuire and Carolyn McGuire, including, without limitation, claims for contribution arising out of or otherwise connected to the chain saw incident and injuries claimed by Plaintiff Paul Dulberg, are barred;
- (4) For an Order declaring for purposes of Illinois Supreme Court Rule 304(a) that there is no just reason to delay enforcement or appeal of the Dismissal Order; and
- (5) That this Court enter an order granting such further relief as this Court deems just.

CAROLYN MCGUIRE and BILL MCGUIRE, Defendants,
by their attorneys,
CICERO, FRANCE, BARCH & ALEXANDER, P.C.,

By



RONALD A. BARCH (6209572)

Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

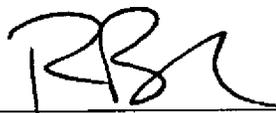
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon:

Attorney Perry A. Accardo
Law Office of M. Gerard Gregoire
200 N. LaSalle St., Ste 2650
Chicago, IL 60601-1092

Attorney Hans A. Mast
Law Offices of Thomas J. Popovich
3416 West Elm Street
McHenry, IL 60050

by depositing the same in the United States Post Office Box addressed as above, postage prepaid, at Rockford, Illinois, at 5:00 o'clock p.m. on 1/9/14.



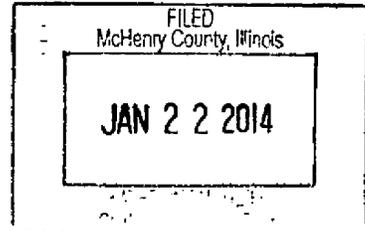
Cicero, France, Barch & Alexander, P.C.
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700
815/226-7701 (fax)

Exhibit 7

ORD 1

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
COUNTY OF McHENRY

PAUL DULBERG,)	
)	
Plaintiff,)	Case No. 12 LA 178
)	
vs.)	
)	
DAVID GAGNON, Individually, and as)	
Agent of CAROLINE MCGUIRE and BILL)	
MCGUIRE, and CAROLINE MCGUIRE)	
and BILL MCGUIRE, Individually,)	
)	
Defendants.)	



GOOD FAITH FINDING AND ORDER OF DISMISSAL

THIS CAUSE coming on to be heard on the Motion for Good Faith Finding and for Order of Dismissal with Prejudice filed by Defendants Bill McGuire and Carolyn McGuire, and the Court being fully advised in the premises,

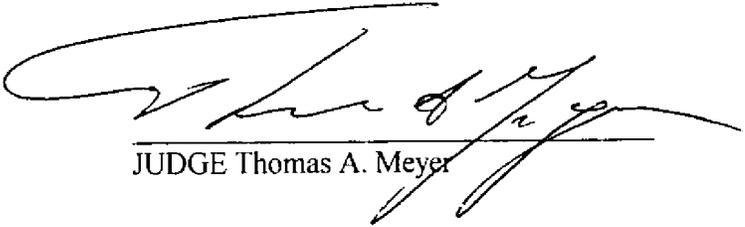
IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That settlement between Plaintiff Paul Dulberg and Defendants Bill McGuire and Carolyn McGuire (improperly named Caroline) constitutes a fair and reasonable and good faith settlement within the meaning of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 0.01 et seq.
2. That the good faith settlement shall henceforth constitute a bar to any and all claims that Plaintiff Paul Dulberg and Defendant David Gagnon and other known or unknown tortfeasors may have against Defendants Bill McGuire and Carolyn McGuire on account of or arising out of the injuries, if any, sustained by Plaintiff Paul Dulberg as a result of the alleged chain saw accident that occurred on June 28, 2011, whether by way of original action, third party claim, cross-claim, counterclaim, claim for contribution or otherwise.

3. That Defendants Bill McGuire and Carolyn McGuire be and are hereby dismissed from the above-captioned lawsuit as party defendants and cross-claimants, with prejudice, and in bar of further suit.

4. That that there is no just reason to delay the enforcement or appeal of this good faith finding and order of dismissal.

DATED: _____



JUDGE Thomas A. Meyer

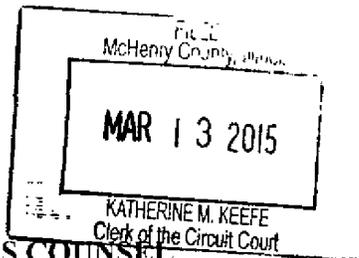
Prepared by:
Ronald A. Barch
Cicero, France, Barch & Alexander, PC
6323 East Riverside Blvd.
Rockford, IL 61114
815/226-7700

Exhibit 8

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,)
)
Plaintiff,)
)
vs.)
)
DAVID GAGNON, Individually, and as)
Agent of CAROLINE McGUIRE and BILL)
McGUIRE and CAROLINE McGUIRE)
and BILL McGUIRE, Individually,)
)
Defendants.)

No. 12 LA 178



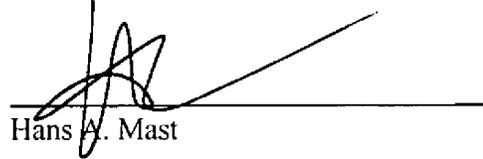
MOTION TO WITHDRAW AS COUNSEL

NOW COME the LAW OFFICES OF THOMAS J. POPOVICH, P.C., attorneys for the Plaintiff, PAUL DULBERG, and hereby move to withdraw as counsel for the Plaintiff in this cause pursuant to Supreme Court Rule 13. In support of said Motion, the attorneys hereby state as follows:

1. Communication between Plaintiff and Plaintiff's counsel has broken down resulting in an unworkable situation for both attorney and client.
2. By copy of this motion, Plaintiff is hereby advised that, to ensure notice of any further action in this cause, she should retain new counsel or within 21 days of the hearing of this motion and withdrawal of counsel, retain other counsel or file her own supplementary appearance with the clerk of the circuit court, stating an address at which service of notices or other papers may be had upon her.

WHEREFORE, the LAW OFFICES OF THOMAS J. POPOVICH, P.C. respectfully requests that this Court enter an Order granting the LAW OFFICES OF THOMAS J. POPOVICH, P.C. leave to withdraw as counsel for the Plaintiff, PAUL DULBERG.

Respectfully submitted,



Hans A. Mast

LAW OFFICES OF THOMAS J. POPOVICH
3416 West Elm Street
McHenry, IL 60050
(815) 344-3797
Attorney No. 06208070

Exhibit 9

STATE OF ILLINOIS }
COUNTY OF MCHENRY } SS

GEN. NO. 12CA178

Jury Non-Jury

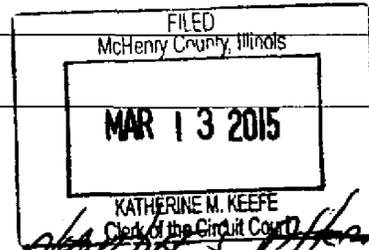
Dulberg

vs.

Gagnon et al.

Date 3/12/15 Plaintiff's Attorney Repeuch

Defendant's Attorney



ORDER

This matter coming to be heard on ~~plaintiff's motion~~,
law office of ~~Thomas Repeuch~~'s motion to withdraw, with
proper notice having been given and the court being
fully advised in its present it is ordered:

1. Law office of ~~Thomas Repeuch~~ motion to withdraw as counsel for plaintiff is granted.
2. ~~plaintiff~~ Paul Dulberg shall have 21 days in which to retain new counsel or file Supplementary Appearance
3. matter N. Continued to Apr. 10, 2015 for status of ~~plaintiff's~~ new appearance.

Prepared by: R. Conner - Repeuch

Attorney for: plaintiff

Attorney Registration No.: 6291757

4-4/9/15 pretreat is stricken

Judge [Signature]

Exhibit 10

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY

FILED *APE*

MAR 19 2015

KATHERINE M. HOFFE
McHENRY CTY. CLERK

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL.

APPEARANCE

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG

(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- | | |
|---|--|
| <input type="checkbox"/> REGULAR COUNSEL | <input type="checkbox"/> TRIAL COUNSEL |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input checked="" type="checkbox"/> SUBSTITUTE COUNSEL |
| <input type="checkbox"/> PRO-SE | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL | <input type="checkbox"/> APPELLATE COUNSEL |
| <input type="checkbox"/> GUARDIAN AD LITEM | <input type="checkbox"/> COURT APPOINTED COUNSEL |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED



(Signature of Attorney filing appearance)

Name BRAD J. BALKE, P.C.

BRAD J. BALKE
Printed Name

ARDC Number 6273304

Attorney for PLAINTIFF

Address 542 S. DEARBORN ST., STE. 310

City, State Zip CHICAGO, IL 60605

Phone 312-986-8063

CC-APP1 (Revised 12/01/06)

Exhibit 11

APE

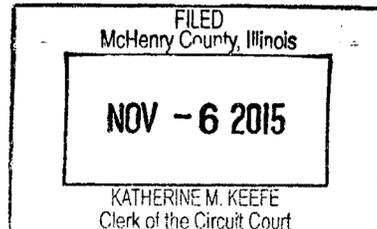
STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY

PAUL DULBERG

vs.

Case Number 12 LA 178

DAVID GAGNON, ET AL



APPEARANCE

I HEREBY ENTER THE APPEARANCE OF

PAUL DULBERG

(Insert the name of the party for whom you are entering your appearance)

AND MY OWN AS

- | | |
|---|--|
| <input checked="" type="checkbox"/> REGULAR COUNSEL | <input type="checkbox"/> TRIAL COUNSEL |
| <input type="checkbox"/> SPECIAL & LIMITED APPEARANCE | <input type="checkbox"/> SUBSTITUTE COUNSEL |
| <input type="checkbox"/> PRO-SE | <input type="checkbox"/> COUNSEL IN FORCIBLE ENTRY |
| <input type="checkbox"/> ADDITIONAL COUNSEL | <input type="checkbox"/> APPELLATE COUNSEL |
| <input type="checkbox"/> GUARDIAN AD LITEM | <input type="checkbox"/> COURT APPOINTED COUNSEL |

AND AS (HIS) (HER) (THEIR) COUNSEL IN THE ABOVE ENTITLED CASE.

SIGNED

(Signature of Attorney filing appearance)

Name W. RANDAL BAUDIN II

W. RANDAL BAUDIN II

Printed Name

ARDC Number 6238991

Attorney for PAUL DULBERG

Address P.O. BOX 1678

City, State Zip CRYSTAL LAKE, IL 60039-1678

Phone (815) 814-2193

CC-APP1 (Revised 12/01/06)

Exhibit 12

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

#5

Dulberg
Plaintiff

Circuit Clerk Use Only	
<input checked="" type="checkbox"/>	ORD
<input type="checkbox"/>	ORDJ
<input type="checkbox"/>	ORDDWP

Gagnon
vs
Defendant

Case Number 12LA000178

Agreed ORDER

FILED
McHenry County, Illinois
DEC 12 2016
20
KATHERINE M. KEEFE
Clerk of the Circuit Court

- Plaintiff(s) appear in person/by attorney _____
- Defendant(s) appear in person/by attorney _____
- Summons not served; alias summons to issue; return date _____
- Summons has been properly served on Defendant(s) _____
- Defendant(s) appear and admit liability. Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- Defendant(s), having failed to appear or otherwise respond to the summons, is found in default. Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- Case set for trial arbitration on _____, 20__ at _____ m. in Courtroom _____
- Defendant(s) shall file an Appearance within _____ days of today's date, or without further Notice to Defendant(s), the trial date will be stricken and a judgment by default will be entered against Defendant(s) and in favor of Plaintiff(s).

NOTICE TO DEFENDANT(S): THIS IS THE ONLY NOTICE YOU WILL RECEIVE OF THE TRIAL, OR ARBITRATION DATE AND YOUR OBLIGATION TO FILE AN APPEARANCE.

- Defendant(s) shall file an answer or other pleading within _____ days of today's date.
- This case is continued on Motion of Plaintiff; Defendant; By Agreement; Court; to _____, 20__ at _____ m. for _____.
- Case called, Plaintiff(s) fail to appear. Case dismissed for Plaintiff's failure to prosecute.
- Case dismissed with without prejudice on Plaintiff's and defendant's motion. agreed
- After trial of this case, the Court enters a Judgment for Plaintiff(s) against Defendant(s) for \$ _____, plus interest of \$ _____ plus attorney fees of \$ _____ for a total of \$ _____ plus court costs.
- After trial of this case, the Court enters a Judgment for Defendant(s) against Plaintiff(s).
- COURT FURTHER ORDERS: _____

Date: 12/12/16
Redington

[Signature]
Judge

CV-ORD13: Revised 10/01/08

Exhibit 13

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

In re:)
)
PAUL R. DULBERG,) Case No. 14-83578
)
Debtor.)

NOTIFICATION OF APPOINTMENT OF TRUSTEE

PLEASE TAKE NOTICE that the United States Trustee, Patrick S. Layng, hereby appoints **JOSEPH D. OLSEN** to serve as trustee in the above entitled case.

Dated this 31st day of August, 2016.

PATRICK S. LAYNG
United States Trustee

BY: /s/ Mary R. Jensen
MARY R. JENSEN
Assistant United States Trustee

Office of the U.S. Trustee
780 Regent St.
Suite 304
Madison, WI 53715
(608) 264-5522, ext. 13

Exhibit 14

B6B (Official Form 6B) (12/07)

In re **Paul R Dulberg**

Case No. **14-83578**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	30.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		McHenry Bank & Trust checking account xxxx-5528	-	300.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	1,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Location: 4606 Hayden Court, McHenry IL 60051-7918	-	350.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
			Sub-Total >	1,680.00
			(Total of this page)	

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg

Case No. 14-83578

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg

Case No. 14-83578

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Pending personal injury claim. Paul Dulberg, Plaintiff, v. David Gagnon, et al., Defendants. McHenry County, Illinois Case No. 12 LA 178 Estimate value of claim, \$55,000.00, subject to medical liens and attorney fee. Contact: Hans Mast, Attorney, Law Offices of Thomas J. Popovich, P. C., 3416 West Elm Street, McHenry, Illinois 60050, Telephone: 815-344-3797.	-	Unknown
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Paul R Dulberg,
Debtor

Case No. 14-83578

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)
Total > **1,680.00**

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

Exhibit 15

B7 (Official Form 7) (04/13)

United States Bankruptcy Court Northern District of Illinois

In re Paul R Dulberg

Debtor(s)

Case No. 14-83578

Chapter 7

STATEMENT OF FINANCIAL AFFAIRS - AMENDED

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None [] State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

2. Income other than from employment or operation of business

None [] State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

B7 (Official Form 7) (04/13)

2

3. Payments to creditors

None **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
------------------------------	-------------------	-------------	--------------------

None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
------------------------------	---------------------------------	---	--------------------

None c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	--------------------

4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER Paul Dulberg, Plaintiff, v. David Gagnon, et al., Defendants. Case No. 12 LA 178	NATURE OF PROCEEDING Personal Injury	COURT OR AGENCY AND LOCATION In the Circuit Court of the Twenty-Second Judicial Circuit McHenry County, IL	STATUS OR DISPOSITION In discovery. No settlement response has been received from the defendants. No trial date has been set.
---	---	---	--

None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
---	-----------------	--------------------------------------

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B7 (Official Form 7) (04/13)

3

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
--	--	-----------------------------------

6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	--------------------	-----------------------------------

None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
-------------------------------	--	---------------	-----------------------------------

7. Gifts

None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
--	--------------------------------	--------------	-------------------------------

8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
-----------------------------------	--	--------------

9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Law Office of David L. Stretch 5447 W. Bull Valley Road McHenry, IL 60050-7410	9/26/2014	\$1,868.00

B7 (Official Form 7) (04/13)

4

10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
---	------	---

None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

11. Closed financial accounts

None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
---------------------------------	--	---------------------------------------

12. Safe deposit boxes

None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
---	---	----------------------------	--

13. Setoffs

None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

14. Property held for another person

None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

B7 (Official Form 7) (04/13)

5

15. Prior address of debtor

None If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
---------	-----------	--------------------

16. Spouses and Former Spouses

None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

B7 (Official Form 7) (04/13)

6

18 . Nature, location and name of business

None a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
------	--	---------	--------------------	----------------------------

None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
------	---------

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
------------------	-------------------------

None b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
------	---------

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
------------------	-------------

B7 (Official Form 7) (04/13)

7

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
-------------------	----------------------	---

None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	--

21. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
------------------	-------	--

22. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	--------------------------------	--

24. Tax Consolidation Group.

None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

B7 (Official Form 7) (04/13)

8

25. Pension Funds.

None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

* * * * *

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date January 8, 2015

Signature /s/ Paul R Dulberg
Paul R Dulberg
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Exhibit 16

EXHIBIT 17

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

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.

- 2 -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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.

ADR Systems • 20 North Clark Street • Floor 29 • Chicago, IL 60602
312.960.2260 • info@adrsystems.com • www.adrsystems.com

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

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



Exhibit 18

Document Page 1 of 8
**UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF ILLINOIS
 WESTERN DIVISION**

In re: DULBERG, PAUL R

§ Case No. 14-83578

§

§

§

Debtor(s)

TRUSTEE'S FINAL REPORT (TFR)

The undersigned trustee hereby makes this Final Report and states as follows:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed on November 26, 2014. The undersigned trustee was appointed on August 31, 2016.
2. The trustee faithfully and properly fulfilled the duties enumerated in 11 U.S.C. §704.
3. All scheduled and known assets of the estate have been reduced to cash, released to the debtor as exempt property pursuant to 11 U.S.C. § 522, or have been or will be abandoned pursuant to 11 U.S.C. § 554. An individual estate property record and report showing the disposition of all property of the estate is attached as **Exhibit A**.

4. The trustee realized the gross receipts of \$ 301,000.00

Funds were disbursed in the following amounts:

Payments made under an interim distribution	0.00
Administrative expenses	129,601.27
Bank service fees	500.64
Other payments to creditors	0.00
Non-estate funds paid to 3rd Parties	0.00
Exemptions paid to the debtor	15,000.00
Other payments to the debtor	0.00
Leaving a balance on hand of ¹	\$ 155,898.09

The remaining funds are available for distribution.

5. Attached as **Exhibit B** is a cash receipts and disbursements record for each estate bank account.

¹ The balance of funds on hand in the estate may continue to earn interest until disbursed. The interest earned prior to disbursement will be distributed pro rata to creditors within each priority category. The trustee may receive additional compensation not to exceed the maximum compensation set forth under 11 U.S.C. § 326(a) on account of the disbursement of the additional interest.

6. The deadline for filing non-governmental claims in this case was 08/26/2015 and the deadline for filing governmental claims was 05/25/2015. All claims of each class which will receive a distribution have been examined and any objections to the allowance of claims have been resolved. If applicable, a claims analysis, explaining why payment on any claim is not being made, is attached as **Exhibit C**.

7. The Trustee's proposed distribution is attached as **Exhibit D**.

8. Pursuant to 11 U.S.C. § 326(a), the maximum compensation allowable to the trustee is \$12,428.68. To the extent that additional interest is earned before case closing, the maximum compensation may increase.

The trustee has received \$0.00 as interim compensation and now requests the sum of \$12,428.68, for a total compensation of \$12,428.68.² In addition, the trustee received reimbursement for reasonable and necessary expenses in the amount of \$0.00 and now requests reimbursement for expenses of \$83.33, for total expenses of \$83.33.²

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Date: 04/18/2017 By: /s/JOSEPH D. OLSEN

Trustee, Bar No.:

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

²If the estate is administratively insolvent, the dollar amounts reflected in this paragraph may be higher than the amounts listed in the Trustee's Proposed Distribution (Exhibit D)

UST Form 101-7-TFR (05/1/2011)

Form 2 Cash Receipts And Disbursements Record

Case Number: 14-83578
 Case Name: DULBERG, PAUL R
 Taxpayer ID #: **-***0431
 Period Ending: 04/18/17

Trustee: JOSEPH D. OLSEN (330400)
 Bank Name: Rabobank, N.A.
 Account: *****8666 - Checking Account
 Blanket Bond: \$1,500,000.00 (per case limit)
 Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	1,000.00		1,000.00
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	300,000.00		301,000.00
01/25/17	101	Baudin Law Group Ltd	disbursement per court order 01/25/2017	3220-610		117,084.63	183,915.37
01/25/17	102	MedChex	disbursement per court order 01/25/2017 Stopped on 03/01/17	3991-005		1,700.00	182,215.37
01/25/17	103	Hand Surgery Associates	Disbursement per court order 01/25/2017	3991-000		4,600.00	177,615.37
01/25/17	104	ADR Systems	Disbursement per court order 01/25/2017	3991-000		1,938.00	175,677.37
01/25/17	105	Paul R Dulberg	Disbursement per court order 01/25/2017	8100-002		15,000.00	160,677.37
01/30/17	106	The Law Offices of Thomas J Popovich	Disbursement per court order 01/25/2017	3220-610		1,539.32	159,138.05
01/30/17	107	Brad J. Balke P.C.	Disbursement per court order 01/25/2017	3220-610		1,539.32	157,598.73
01/30/17	108	Dr. Karen Levin	Disbursement per court order 01/25/2017	3220-610		1,200.00	156,398.73
01/31/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		280.60	156,118.13
02/28/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		220.04	155,898.09
03/01/17	102	MedChex	disbursement per court order 01/25/2017 Stopped: check issued on 01/25/17	3991-005		-1,700.00	157,598.09
03/06/17	109	MedChex	distribution per court order 01/25/2017	3991-000		1,700.00	155,898.09

ACCOUNT TOTALS	301,000.00	145,101.91	\$155,898.09
Less: Bank Transfers	0.00	0.00	
Subtotal	301,000.00	145,101.91	
Less: Payments to Debtors		15,000.00	
NET Receipts / Disbursements	\$301,000.00	\$130,101.91	

Net Receipts :	301,000.00
Less Payments to Debtor :	15,000.00
Net Estate :	\$286,000.00

	Net Receipts	Net Disbursements	Account Balances
TOTAL - ALL ACCOUNTS			
Checking # *****8666	301,000.00	130,101.91	155,898.09
	\$301,000.00	\$130,101.91	\$155,898.09

Exhibit "C" - Analysis of Claims Register

Case: 14-83578 DULBERG, PAUL R

Case Balance: \$155,898.09 Total Proposed Payment: \$155,898.09 Remaining Balance: \$0.00

Claim #	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
	JOSEPH D. OLSEN <2200-00 Trustee Expenses>	Admin Ch. 7	83.33	83.33	0.00	83.33	83.33	155,814.76
	JOSEPH D. OLSEN <2100-00 Trustee Compensation>	Admin Ch. 7	12,428.68	12,428.68	0.00	12,428.68	12,428.68	143,386.08
	Joseph D Olsen <3110-00 Attorney for Trustee Fees (Trustee Firm)>	Admin Ch. 7	2,226.00	2,226.00	0.00	2,226.00	2,226.00	141,160.08
4	Ehrmann Gehlbach Badger Lee & Considine, LLC	Priority	1,231.10	1,231.10	0.00	1,231.10	1,231.10	139,928.98
1	Oak Trust Credit Union	Unsecured	507.33	507.33	0.00	507.33	507.33	139,421.65
3	WORLD'S FOREMOST BANK	Unsecured	12,892.13	12,892.13	0.00	12,892.13	12,892.13	126,529.52
5	Dynamic Hand Therapy & Rehab	Unsecured	23,978.00	23,978.00	0.00	23,978.00	23,978.00	102,551.52
11	Oak Trust Credit Union	Unsecured	1.64	1.64	0.00	1.64	1.64	102,549.88
31	WORLD'S FOREMOST BANK	Unsecured	41.78	41.78	0.00	41.78	41.78	102,508.10
41	Ehrmann Gehlbach Badger Lee & Considine, LLC	Unsecured	3.99	3.99	0.00	3.99	3.99	102,504.11
51	Dynamic Hand Therapy & Rehab	Unsecured	77.71	77.71	0.00	77.71	77.71	102,426.40
	SURPLUS DULBERG, PAUL R	Unsecured	102,426.40	102,426.40	0.00	102,426.40	102,426.40	0.00
Total for Case 14-83578 :			\$155,898.09	\$155,898.09	\$0.00	\$155,898.09	\$155,898.09	

CASE SUMMARY

	Amount Filed	Amount Allowed	Paid to Date	Proposed Payment	% paid
Total Administrative Claims :	\$14,738.01	\$14,738.01	\$0.00	\$14,738.01	100.000000%
Total Priority Claims :	\$1,231.10	\$1,231.10	\$0.00	\$1,231.10	100.000000%
Total Unsecured Claims :	\$139,928.98	\$139,928.98	\$0.00	\$139,928.98	100.000000%

TRUSTEE'S PROPOSED DISTRIBUTION

Exhibit D

Case No.: 14-83578
 Case Name: DULBERG, PAUL R
 Trustee Name: JOSEPH D. OLSEN

Balance on hand: \$ 155,898.09

Claims of secured creditors will be paid as follows:

Claim No.	Claimant	Claim Asserted	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
None					

Total to be paid to secured creditors: \$ 0.00

Remaining balance: \$ 155,898.09

Applications for chapter 7 fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
Trustee, Fees - JOSEPH D. OLSEN	12,428.68	0.00	12,428.68
Trustee, Expenses - JOSEPH D. OLSEN	83.33	0.00	83.33
Attorney for Trustee, Fees - Joseph D Olsen	2,226.00	0.00	2,226.00

Total to be paid for chapter 7 administration expenses: \$ 14,738.01

Remaining balance: \$ 141,160.08

Applications for prior chapter fees and administrative expenses have been filed as follows:

Reason/Applicant	Total Requested	Interim Payments to Date	Proposed Payment
None			

Total to be paid for prior chapter administrative expenses: \$ 0.00

Remaining balance: \$ 141,160.08

In addition to the expenses of administration listed above as may be allowed by the Court, priority claims totaling \$1,231.10 must be paid in advance of any dividend to general (unsecured) creditors.

Allowed priority claims are:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
4	Ehrmann Gehlbach Badger Lee & Considine LLC	1,231.10	0.00	1,231.10

Total to be paid for priority claims: \$ 1,231.10
 Remaining balance: \$ 139,928.98

The actual distribution to wage claimants included above, if any, will be the proposed payment less applicable withholding taxes (which will be remitted to the appropriate taxing authorities).

Timely claims of general (unsecured) creditors totaling \$ 13,399.46 have been allowed and will be paid *pro rata* only after all allowed administrative and priority claims have been paid in full. The timely allowed general (unsecured) dividend is anticipated to be 100.0 percent, plus interest (if applicable).

Timely allowed general (unsecured) claims are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
1	Oak Trust Credit Union	507.33	0.00	507.33
3	WORLD'S FOREMOST BANK	12,892.13	0.00	12,892.13

Total to be paid for timely general unsecured claims: \$ 13,399.46
 Remaining balance: \$ 126,529.52

Tardily filed claims of general (unsecured) creditors totaling \$ 23,978.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and timely filed general (unsecured) claims have been paid in full. The tardily filed claim dividend is anticipated to be 100.0 percent, plus interest (if applicable).

Tardily filed general (unsecured) claims are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
5	Dynamic Hand Therapy & Rehab	23,978.00	0.00	23,978.00

Total to be paid for tardy general unsecured claims: \$ 23,978.00
 Remaining balance: \$ 102,551.52

Subordinated unsecured claims for fines, penalties, forfeitures, or damages and claims ordered subordinated by the Court totaling \$ 0.00 have been allowed and will be paid *pro rata* only after all allowed administrative, priority and general (unsecured) claims have been paid in full. The dividend for subordinated unsecured claims is anticipated to be 0.0 percent, plus interest (if applicable).

Subordinated unsecured claims for fines, penalties, forfeitures or damages and claims ordered subordinated by the Court are as follows:

Claim No	Claimant	Allowed Amount of Claim	Interim Payments to Date	Proposed Payment
None				

Total to be paid for subordinated claims: \$ 0.00

Remaining balance: \$ 102,551.52

To the extent funds remain after payment in full of all allowed claims, interest will be paid at the legal rate of 0.1% pursuant to 11 U.S.C. § 726(a)(5). Funds available for interest are \$125.12. The amounts proposed for payment to each claimant, listed above, shall be increased to include the applicable interest.

The amount of surplus returned to the debtor after payment of all claims and interest is \$ 102,426.40.

Exhibit 19

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

In re: DULBERG, PAUL R

§ Case No. 14-83578

§
§
§

Debtor(s)

**CHAPTER 7 TRUSTEE'S FINAL ACCOUNT AND DISTRIBUTION
REPORT CERTIFICATION THAT THE ESTATE HAS BEEN FULLY ADMINISTERED
AND APPLICATION TO BE DISCHARGED (TDR)**

JOSEPH D. OLSEN, chapter 7 trustee, submits this Final Account,
Certification that the Estate has been Fully Administered and Application to be Discharged.

1) All funds on hand have been distributed in accordance with the Trustee's Final Report and, if applicable, any order of the Court modifying the Final Report. The case is fully administered and all assets and funds which have come under the trustee's control in this case have been properly accounted for as provided by law. The trustee hereby requests to be discharged from further duties as a trustee.

2) A summary of assets abandoned, assets exempt, total distributions to claimants, claims discharged without payment, and expenses of administration is provided below:

Assets Abandoned: <u>\$141,680.00</u> <i>(without deducting any secured claims)</i>	Assets Exempt: <u>\$16,680.00</u>
Total Distribution to Claimants: <u>\$38,733.68</u>	Claims Discharged Without Payment: <u>\$0.00</u>
Total Expenses of Administration: <u>\$144,839.92</u>	

3) Total gross receipts of \$ 301,000.00 (see **Exhibit 1**), minus funds paid to the debtor and third parties of \$ 117,426.40 (see **Exhibit 2**), yielded net receipts of \$183,573.60 from the liquidation of the property of the estate, which was distributed as follows:

	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
SECURED CLAIMS (from Exhibit 3)	\$0.00	\$0.00	\$0.00	\$0.00
PRIORITY CLAIMS: CHAPTER 7 ADMIN. FEES AND CHARGES (from Exhibit 4)	0.00	144,839.92	144,839.92	144,839.92
PRIOR CHAPTER ADMIN. FEES AND CHARGES (from Exhibit 5)	0.00	0.00	0.00	0.00
PRIORITY UNSECURED CLAIMS (from Exhibit 6)	0.00	1,231.10	1,231.10	1,231.10
GENERAL UNSECURED CLAIMS (from Exhibit 7)	0.00	37,502.58	37,502.58	37,502.58
TOTAL DISBURSEMENTS	\$0.00	\$183,573.60	\$183,573.60	\$183,573.60

4) This case was originally filed under Chapter 7 on November 26, 2014. The case was pending for 30 months.

5) All estate bank statements, deposit slips, and canceled checks have been submitted to the United States Trustee.

6) An individual estate property record and report showing the final accounting of the assets of the estate is attached as **Exhibit 8**. The cash receipts and disbursements records for each estate bank account, showing the final accounting of the receipts and disbursements of estate funds is attached as **Exhibit 9**.

Pursuant to Fed R Bank P 5009, I hereby certify, under penalty of perjury, that the foregoing report is true and correct.

Dated: 06/15/2017 By: /s/JOSEPH D. OLSEN
Trustee

STATEMENT: This Uniform Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

**EXHIBITS TO
FINAL ACCOUNT**

EXHIBIT 1 –GROSS RECEIPTS

DESCRIPTION	UNIFORM TRAN. CODE ¹	\$ AMOUNT RECEIVED
Personal Injury Case	1242-000	301,000.00
TOTAL GROSS RECEIPTS		\$301,000.00

¹The Uniform Transaction Code is an accounting code assigned by the trustee for statistical reporting purposes.

EXHIBIT 2 –FUNDS PAID TO DEBTOR & THIRD PARTIES

PAYEE	DESCRIPTION	UNIFORM TRAN. CODE	\$ AMOUNT PAID
Paul R Dulberg	Disbursement per court order 01/25/2017	8100-002	15,000.00
DULBERG, PAUL R	Dividend paid 100.00% on \$102,426.40; Claim# SURPLUS; Filed: \$102,426.40; Reference:	8200-002	102,426.40
TOTAL FUNDS PAID TO DEBTOR AND THIRD PARTIES			\$117,426.40

EXHIBIT 3 –SECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6D)	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
		None				
TOTAL SECURED CLAIMS			\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 4 –CHAPTER 7 ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
Trustee Compensation - JOSEPH D. OLSEN	2100-000	N/A	12,428.68	12,428.68	12,428.68
Trustee Expenses - JOSEPH D. OLSEN	2200-000	N/A	83.33	83.33	83.33

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Attorney for Trustee Fees (Trustee Firm) - Joseph D Olsen	3110-000	N/A	2,226.00	2,226.00	2,226.00
Other - Baudin Law Group Ltd	3220-610	N/A	117,084.63	117,084.63	117,084.63
Other - Hand Surgery Associates	3991-000	N/A	4,600.00	4,600.00	4,600.00
Other - ADR Systems	3991-000	N/A	1,938.00	1,938.00	1,938.00
Other - The Law Offices of Thomas J Popovich	3220-610	N/A	1,539.32	1,539.32	1,539.32
Other - Brad J. Balke P.C.	3220-610	N/A	1,539.32	1,539.32	1,539.32
Other - Dr. Karen Levin	3220-610	N/A	1,200.00	1,200.00	1,200.00
Other - Rabobank, N.A.	2600-000	N/A	280.60	280.60	280.60
Other - Rabobank, N.A.	2600-000	N/A	220.04	220.04	220.04
Other - MedChex	3991-000	N/A	1,700.00	1,700.00	1,700.00
TOTAL CHAPTER 7 ADMIN. FEES AND CHARGES		N/A	\$144,839.92	\$144,839.92	\$144,839.92

EXHIBIT 5 –PRIOR CHAPTER ADMINISTRATIVE FEES and CHARGES

PAYEE	UNIFORM TRAN. CODE	CLAIMS SCHEDULED	CLAIMS ASSERTED	CLAIMS ALLOWED	CLAIMS PAID
	None				
TOTAL PRIOR CHAPTER ADMIN. FEES AND CHARGES		N/A	\$0.00	\$0.00	\$0.00

EXHIBIT 6 –PRIORITY UNSECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6E)	CLAIMS ASSERTED (from Proofs of Claim)	CLAIMS ALLOWED	CLAIMS PAID
4	Ehrmann Gehlbach Badger Lee & Considine, LLC	5800-000	N/A	1,231.10	1,231.10	1,231.10
TOTAL PRIORITY UNSECURED CLAIMS			\$0.00	\$1,231.10	\$1,231.10	\$1,231.10

EXHIBIT 7 –GENERAL UNSECURED CLAIMS

CLAIM NO.	CLAIMANT	UNIFORM TRAN. CODE	CLAIMS SCHEDULED (from Form 6F)	CLAIMS ASSERTED (from Proofs of Claim)	CLAIMS ALLOWED	CLAIMS PAID
1	Oak Trust Credit Union	7100-000	N/A	507.33	507.33	507.33
1I	Oak Trust Credit Union	7990-000	N/A	1.64	1.64	1.64
3	WORLD'S FOREMOST BANK	7100-000	N/A	12,892.13	12,892.13	12,892.13
3I	WORLD'S FOREMOST BANK	7990-000	N/A	41.78	41.78	41.78

UST Form 101-7-TDR (10/1/2010)

4I	Ehrmann Gehlbach Badger Lee & Considine, LLC	7990-000	N/A	3.99	3.99	3.99
5	Dynamic Hand Therapy & Rehab	7200-000	N/A	23,978.00	23,978.00	23,978.00
5I	Dynamic Hand Therapy & Rehab	7990-000	N/A	77.71	77.71	77.71
TOTAL GENERAL UNSECURED CLAIMS			\$0.00	\$37,502.58	\$37,502.58	\$37,502.58

Form 1

Individual Estate Property Record and Report

Asset Cases

Case Number: 14-83578

Trustee: (330400) JOSEPH D. OLSEN

Case Name: DULBERG, PAUL R

Filed (f) or Converted (c): 11/26/14 (f)

§341(a) Meeting Date: 12/30/14

Period Ending: 06/15/17

Claims Bar Date: 08/26/15

1	2	3	4	5	6
Asset Description (Scheduled And Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA=§554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
Ref. #					
1	RESIDENCE, BUILDING, LAND, OR OTHER REAL ESTATE	140,000.00	0.00	0.00	FA
2	CASH ON HAND	30.00	0.00	0.00	FA
3	McHenry Bank & Trust checking account xxxx-5528	300.00	0.00	0.00	FA
4	HOUSEHOLD GOODS AND FURNISHINGS	1,000.00	0.00	0.00	FA
5	WEARING APPAREL AND JEWELRY	350.00	0.00	0.00	FA
6	Personal Injury Case (u)	Unknown	50,000.00	301,000.00	FA
6	Assets Totals (Excluding unknown values)	\$141,680.00	\$50,000.00	\$301,000.00	\$0.00

Major Activities Affecting Case Closing:

The undersigned was appointed successor Trustee on August 31, 2016. During the reporting period the Trustee engaged outside counsel to pursue a personal injury action, entered into binding mediation and received a result of the mediation for approximately \$300,000.00. The Trustee still needs to notify the court of that decision, compensate the professionals and take care of the exemptions and medical liens on the file and will be done shortly. Hasn't been filed with the court but has been prepared. After those checks clear the Trustee will file his final report. That is anticipated to be done on or before March 31, 2017.

Initial Projected Date Of Final Report (TFR): March 31, 2017

Current Projected Date Of Final Report (TFR): April 18, 2017 (Actual)

Form 2 Cash Receipts And Disbursements Record

Case Number: 14-83578
 Case Name: DULBERG, PAUL R
 Taxpayer ID #: **.*0431
 Period Ending: 06/15/17

Trustee: JOSEPH D. OLSEN (330400)
 Bank Name: Rabobank, N.A.
 Account: *****8666 - Checking Account
 Blanket Bond: \$1,500,000.00 (per case limit)
 Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	1,000.00		1,000.00
01/09/17	{6}	Allstate Insurance	personal injury proceeds	1242-000	300,000.00		301,000.00
01/25/17	101	Baudin Law Group Ltd	disbursement per court order 01/25/2017	3220-610		117,084.63	183,915.37
01/25/17	102	MedChex	disbursement per court order 01/25/2017 Stopped on 03/01/17	3991-005		1,700.00	182,215.37
01/25/17	103	Hand Surgery Associates	Disbursement per court order 01/25/2017	3991-000		4,600.00	177,615.37
01/25/17	104	ADR Systems	Disbursement per court order 01/25/2017	3991-000		1,938.00	175,677.37
01/25/17	105	Paul R Dulberg	Disbursement per court order 01/25/2017	8100-002		15,000.00	160,677.37
01/30/17	106	The Law Offices of Thomas J Popovich	Disbursement per court order 01/25/2017	3220-610		1,539.32	159,138.05
01/30/17	107	Brad J. Balke P.C.	Disbursement per court order 01/25/2017	3220-610		1,539.32	157,598.73
01/30/17	108	Dr. Karen Levin	Disbursement per court order 01/25/2017	3220-610		1,200.00	156,398.73
01/31/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		280.60	156,118.13
02/28/17		Rabobank, N.A.	Bank and Technology Services Fee	2600-000		220.04	155,898.09
03/01/17	102	MedChex	disbursement per court order 01/25/2017 Stopped: check issued on 01/25/17	3991-005		-1,700.00	157,598.09
03/06/17	109	MedChex	distribution per court order 01/25/2017	3991-000		1,700.00	155,898.09
05/15/17	110	JOSEPH D. OLSEN	Dividend paid 100.00% on \$83.33, Trustee Expenses; Reference:	2200-000		83.33	155,814.76
05/15/17	111	JOSEPH D. OLSEN	Dividend paid 100.00% on \$12,428.68, Trustee Compensation; Reference:	2100-000		12,428.68	143,386.08
05/15/17	112	Joseph D Olsen	Dividend paid 100.00% on \$2,226.00, Attorney for Trustee Fees (Trustee Firm); Reference:	3110-000		2,226.00	141,160.08
05/15/17	113	DULBERG, PAUL R	Dividend paid 100.00% on \$102,426.40; Claim# SURPLUS; Filed: \$102,426.40; Reference:	8200-002		102,426.40	38,733.68
05/15/17	114	Dynamic Hand Therapy & Rehab	Combined Check for Claims#5,5l			24,055.71	14,677.97
			Dividend paid 100.00% on \$23,978.00; Claim# 5; Filed: \$23,978.00	7200-000	23,978.00		14,677.97
			Dividend paid 100.00% on \$77.71; Claim# 5l; Filed: \$77.71	7990-000	77.71		14,677.97
05/15/17	115	Ehrmann Gehlbach Badger Lee & Considine, LLC	Combined Check for Claims#4,4l			1,235.09	13,442.88
			Dividend paid 100.00% on \$1,231.10; Claim# 4; Filed: \$1,231.10	5800-000	1,231.10		13,442.88

Subtotals : \$301,000.00 \$287,557.12

Form 2 Cash Receipts And Disbursements Record

Case Number: 14-83578
 Case Name: DULBERG, PAUL R
 Taxpayer ID #: **.*0431
 Period Ending: 06/15/17

Trustee: JOSEPH D. OLSEN (330400)
 Bank Name: Rabobank, N.A.
 Account: *****8666 - Checking Account
 Blanket Bond: \$1,500,000.00 (per case limit)
 Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	T-Code	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
			Dividend paid 100.00% on \$3.99; Claim# 4; Filed: \$3.99	3.99 7990-000			13,442.88
05/15/17	116	Oak Trust Credit Union	Combined Check for Claims#1,11			508.97	12,933.91
			Dividend paid 100.00% on \$507.33; Claim# 1; Filed: \$507.33	507.33 7100-000			12,933.91
			Dividend paid 100.00% on \$1.64; Claim# 11; Filed: \$1.64	1.64 7990-000			12,933.91
05/15/17	117	WORLD'S FOREMOST BANK	Combined Check for Claims#3,3l			12,933.91	0.00
			Dividend paid 100.00% on \$12,892.13; Claim# 3; Filed: \$12,892.13	12,892.13 7100-000			0.00
			Dividend paid 100.00% on \$41.78; Claim# 3l; Filed: \$41.78	41.78 7990-000			0.00

ACCOUNT TOTALS	301,000.00	301,000.00	\$0.00
Less: Bank Transfers	0.00	0.00	
Subtotal	301,000.00	301,000.00	
Less: Payments to Debtors		117,426.40	
NET Receipts / Disbursements	\$301,000.00	\$183,573.60	

Net Receipts :	301,000.00
Less Payments to Debtor :	117,426.40
Net Estate :	\$183,573.60

TOTAL - ALL ACCOUNTS	Net Receipts	Net Disbursements	Account Balances
Checking # *****8666	301,000.00	183,573.60	0.00
	\$301,000.00	\$183,573.60	\$0.00

Exhibit 20

THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

PAUL DULBERG,)
)
Plaintiff,)
)
v.) No. 17 LA 377
)
THE LAW OFFICES OF THOMAS J.)
POPOVICH, P.C., and HANS MAST,)
)
Defendant.)

SECOND AMENDED COMPLAINT AT LAW

Plaintiff, PAUL DULBERG (hereinafter also referred to as “DULBERG”), by and through his attorneys, THE CLINTON LAW FIRM, LLC, complains against THE LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter also referred to as “POPOVICH”), and HANS MAST (hereinafter also referred to as “MAST”), as follows:

**COUNT I
LEGAL MALPRACTICE**

A. Parties and Venue

1. Paul Dulberg, is a resident of McHenry County, Illinois, and was such a resident at all times complained of herein.
2. The Law Offices of Thomas Popovich, P.C., is a law firm operating in McHenry County, Illinois, and transacting business on a regular and daily basis in McHenry County, Illinois.
3. Hans Mast is an agent, employee, or partner of The Law Offices of Thomas Popovich, P.C., and is a licensed attorney in the State of Illinois, and was so licensed at all times relevant to this Complaint.

4. As an agent, employee, or principal in Popovich, Popovich is liable for Mast's actions alleged herein.

5. Venue is proper in McHenry County, Illinois, as the Defendants transact substantial and regular business in and about McHenry County in the practice of law, where their office is located.

B. Relevant Facts

6. On or about June 28, 2011, Dulberg assisted Caroline McGuire ("Caroline"), William McGuire ("Williams") (Caroline and William collectively referred to herein as "the McGuires"), and David Gagnon ("Gagnon") in cutting down a tree on the McGuire's property.

7. Dulberg lives in the next neighborhood over from the McGuire family.

8. Caroline McGuire and William McGuire are a married couple, who own real property in McHenry, McHenry County, Illinois ("the Property").

9. David Gagon is Caroline's son and William's stepson.

10. On June 28, 2011, at the Property, Gagnon was operating a chainsaw to remove branches from a tree and cut it down on the Property.

11. The McGuire's purchased and owned the chainsaw that was being utilized to trim, remove branches, and cut down the tree.

12. Dulberg was invited to the McGuire's property to see if he wanted any of the wood from the tree.

13. William physically assisted with cutting down the tree and, then, later supervised Gagnon's actions.

14. Caroline supervised Gagnon's and William's actions.

15. Gagnon and the McGuires asked Dulberg to assist with trimming and removal of the tree.

16. Gagnon was acting on behalf of Caroline and William and at their direction.

17. Caroline, William, and Gagnon all knew or should have known that a chainsaw was dangerous and to take appropriate precautions when utilizing the chain saw.

18. The safety information was readily available to Caroline and William as the safety instructions are included with the purchase of the chainsaw.

19. It is reasonably foreseeable that the failure to take appropriate caution and safety measures could result in serious injury.

20. The likelihood of injury when not properly utilizing the chainsaw or not following the safety precautions is very high.

21. The safety instructions outlined are easy to follow and do not place a large burden on the operator of the chainsaw or the owner of the property.

22. Caroline, William, and Gagnon had a duty to exercise appropriate caution and follow the safety instructions for the chainsaw.

23. Caroline, William, and Gagnon breached that duty by either not exercising appropriate care, failing to follow the safety instructions, or failing to instruct Gagnon to exercise appropriate care and/or follow the safety instructions.

24. Caroline and William, owners of the property and the chainsaw, instructed Gagnon to use the chain saw despite Gagnon not being trained in operating the chainsaw.

25. Gagnon was operating the chain saw in close proximity to Dulberg.

26. Neither Gagnon nor Dulberg were provided protective equipment when operating or assisting with operating the chainsaw.

27. Gagnon failed to utilize the chainsaw in compliance with the safety measures outlined in the owner's manual.

28. Caroline and William failed to instruct and require that Gagnon utilize the chainsaw only in compliance with the safety measures outlined in the owner's manual.

29. Gagnon lost control of the chainsaw that he was using and it struck Dulberg in the right arm, cutting him severely.

30. Dulberg incurred substantial and catastrophic injuries, including, but not limited to, pain and suffering, loss of use of his right arm, current and future medical expenses in amount in excess of \$260,000, lost wages in excess of \$250,000, and other damages.

31. In May 2012, Dulberg hired Mast and Popovich to represent him in prosecuting his claims against Gagnon and the McGuires. **Exhibit A.**

32. Mast and Popovich, on behalf of Dulberg filed a complaint against Gagnon and the McGuires. **Exhibit B.**

33. Mast and Popovich entered into an attorney client relationship with Dulberg.

34. Based upon the attorney client relationship, Mast and Popovich owed professional duties to Dulberg, including to a duty of care.

35. On behalf of Dulberg, Mast and Popovich prosecuted claims against both Gagnon and the McGuire's.

36. The claims against Gagnon were resolved later through binding mediation with new counsel.

37. The claims against the McGuires included (a) common law premises liability, (b) statutory premises liability, (c) common law negligence, and (d) vicarious liability for the acts of their son and agent.

38. In late 2013 or early, Mast urged Dulberg to settle the claims against the McGuire's for \$5,000.

39. On November 18, 2013, Mast wrote two emails to Dulberg urging Dulberg to accept the \$5,000.00, "the McGuire's atty has offered us (you) \$5,000 in full settlement of the claim against the McGuires only. As we discussed, they have no liability in the case for what Dave did as property owners. So they will likely get out of the case on a motion at some point, so my suggestion is to take the \$5,000 now. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery...." * * * "So if we do not accept their \$5,000 they will simply file a motion and get out of the case for free. That's the only other option is letting them file motion getting out of the case". (See Emails attached as **Group Exhibit C.**)

40. Similarly, on November 20, 2013, Mast emailed Dulberg urging him to accept the \$5,000.00 otherwise "the McGuires will get out for FREE on a motion." (See Emails attached as **Group Exhibit C.**)

41. On or around December 2013 or January 2014, Mast met with Dulberg and again advised them there was no cause of action against William McGuire and Caroline McGuire, and verbally told Dulberg that he had no choice but to execute a release in favor of the McGuires for the sum of \$5,000.00 and if he did not, he would get nothing.

42. During that same time frame, Mast advised Dulberg that the Restatement of Torts 318 was the only mechanism to recover from the McGuires and that Illinois did not recognize the Restate of Torts 318, thus Dulberg did not have any viable claims against the McGuires.

43. Mast failed to advise or inform Dulberg of other basis for recovery against the McGuires.

44. Based upon Mast's erroneously advice that Dulberg's claims against the McGuire's were not viable and that Dulberg would not recover if he pursued the claims, Dulberg settled with the McGuire's and their insurance company, Auto-Owners Insurance Company, for \$5,000, which included a release of all claims against the McGuire's and claim for indemnification under the McGuire's insurance policy. **Exhibit D (Settlement).**

45. Mast also told Dulberg that Gagnon's insurance policy was limited to \$100,000.

46. From 2013 forward, Mast and Popovich represented repeatedly to Dulberg that there was no possibility of any liability against William and/or Caroline McGuire and/or Auto-Owners Insurance Company, and led Dulberg to believe that the matter was being properly handled.

47. Mast also reassured Dulberg that Dulberg would be able to receive the full amount of any eventual recovery from Gagnon.

48. After accepting the \$5,000 settlement, Dulberg wrote Mast an email on January 29, 2014 stating "I trust your judgment." (See Email attached as **Exhibit E.**)

49. Mast and Popovich continued to represent Dulberg into 2015 and continuously assured him that his case was being handled properly.

50. The McGuires owned their home, had homeowner's insurance, and had other property that could have been utilized to pay a judgment against them and in favor of Dulberg.

51. Dulberg cooperated with and appropriately assisted Mast and Popovich in prosecuting the claims against Gagnon and the McGuires.

52. In December of 2016, Dulberg participated in binding mediation related to his claims against Gagnon.

53. In December of 2016, Dulberg was awarded a gross amount of \$660,000 and a net award of \$561,000 after his contributory negligence was considered.

54. Dulberg was only able to recovery approximately \$300,000 of the award from Gagnon's insurance and was unable to collect from Gagnon personally.

55. Only after Dulberg obtained an award against Gagnon did he discover that his claims against the McGuires were viable and valuable.

56. Following the execution of the mediation agreement and the final mediation award, Dulberg realized for the first time in December of 2016 that the information Mast and Popovich had given Dulberg was false and misleading, and that in fact, the dismissal of the McGuires was a serious and substantial mistake.

57. It was not until the mediation in December 2016, based on the expert's opinions that Dulberg retained for the mediation, that Dulberg became reasonably aware that Mast and Popovich did not properly represent him by pressuring and coercing him to accept a settlement for \$5,000.00 on an "all or nothing" basis.

58. Mast and Popovich, jointly and severally, breached the duties owed Dulberg by violating the standard of care owed Dulberg in the following ways and respects:

a) failed to fully and properly investigate the claims and/or basis for liability against the McGuires;

b) failed to properly obtain information through discovery regarding McGuires assets, insurance coverages, and/or ability to pay a judgement and/or settlement against them;

c) failed to accurately advise Dulberg of the McGuires' and Gagnon's insurance coverage related to the claims against them and/or Dulberg's ability to recover through McGuires' and Gagnon's insurance policies, including, but not limited to, incorrectly informing

Dulberg that Gagnon's insurance policy was "only \$100,000" and no insurance company would pay close to that;

d) failed to take such actions as were necessary during their respective representation of Dulberg to fix liability against the property owners of the subject property (the McGuires) who employed and/or were principals of Gagnon, and who sought the assistance Dulberg by for example failing to obtain an expert;

e) failed to accurately advise Dulberg regarding the McGuires' liability, likelihood of success of claims against the McGuires, the McGuires' ability pay any judgment or settlement against them through insurance or other assets, and/or necessity of prosecuting the all the claims against both the McGuires and Gagnon in order to obtain a full recovery;

f) Coerced Dulberg, verbally and through emails, into accepting a settlement with the McGuires for \$5,000 by misleading Dulberg into believing that he had no other choice but to accept the settlement or else "The McGuires will get out for FREE on a motion."

59. As a direct result of Mast and Popovich's wrongful actions, Dulberg suffered serious and substantial damages, not only as a result of the injury as set forth in the binding mediation award, but due to the direct actions of Mast and Popovich in urging Dulberg to release the McGuires, lost the sum of well over \$300,000.00 which would not have occurred but for the acts of Mast and The Law Offices of Thomas Popovich, P.C.

WHEREFORE, your Plaintiff, Paul Dulberg prays this Honorable Court to enter judgment on such verdict as a jury of twelve (12) shall return, together with the costs of suit and such other and further relief as may be just, all in excess of the jurisdictional minimums of this Honorable Court.

Respectfully submitted by,

PAUL DULBERG, Plaintiff, by his
attorneys The Clinton Law Firm

/s/ Julia C. Williams

Julia C. Williams

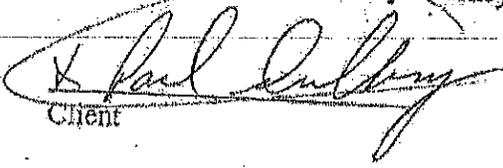
Edward X. Clinton, Jr., ARDC No. 6206773
Julia C. Williams, ARDC No. 6296386
The Clinton Law Firm
111 W. Washington, Ste. 1437
Chicago, IL 60602
312.357.1515
ed@clintonlaw.net
juliawilliams@clintonlaw.net

CONTRACT FOR LEGAL SERVICES

I agree to employ the LAW OFFICES OF THOMAS J. POPOVICH, P.C. (hereinafter "my attorney") to represent me in the prosecution or settlement of my claim against persons or entities responsible for causing me to suffer injuries and damages on the _____ day of _____, 20____.

My attorney agrees to make no charge for legal services unless a recovery is made in my claim. The approval of any settlement amount cannot be made without my knowledge and consent.

I agree to pay my attorney in consideration for his legal services a sum equal to one-third (33 1/3%) of my recovery from my claim by suit or settlement; this will increase to ~~40~~ % in the event my claim results in more than one (1) trial and/or an appeal of a trial. I understand my attorney may need to incur reasonable expenses in properly handling my claim including, but not limited to, expenses such as accident reports, filing fees, court reporters fees, video fees, records fees, and physician fees. I understand those expenses will be taken out of my settlement, in addition to my attorney's legal fee.


Client

LAW OFFICES OF THOMAS J. POPOVICH

Client

By: 

Date: _____

Date: _____

LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
McHenry, Illinois 60050
815/344-3797



COPY
MAY 15 2012
KATHARINE M. KALPE,
McHENRY CITY CHL. CLK.

STATE OF ILLINOIS)
)SS
COUNTY OF McHENRY)

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS

PAUL DULBERG,

Plaintiff,

vs.

No.: 17LA178

DAVID GAGNON, Individually, and as
Agent of CAROLINE MCGUIRE and BILL
MCGUIRE, and CAROLINE MCGUIRE
and BILL MCGUIRE, Individually,

Defendants.

COMPLAINT

NOW COMES the Plaintiff, PAUL DULBERG, by his attorneys, LAW OFFICES OF THOMAS J. POPOVICH, P.C., and complaining against the Defendants, DAVID GAGNON, Individually, and as Agent of CAROLINE MCGUIRE and BILL MCGUIRE, and CAROLINE MCGUIRE and BILL MCGUIRE, individually, and states as follows:

Count 1

Paul Dulberg vs. David Gagnon, individually, and as Agent of Caroline and Bill McGuire

1. On June 28, 2011, the Plaintiff, PAUL DULBERG, lived in the City of McHenry, County of McHenry, Illinois.

2. On June 28, 2011, Defendants CAROLINE MCGUIRE and BILL MCGUIRE lived, controlled, managed and maintained a single family home located at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

NOTICE
BY LOCAL RULE 3.10

THIS CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM 201 ON
7/18/12, AT 2:00 PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

NOTICE
LOCAL RULE 3.10
THE CASE IS HEREBY SET FOR SCHEDULING
CONFERENCE IN COURTROOM 201 ON
7/18/12, AT 2:00 PM
FAILURE TO APPEAR MAY RESULT IN THE CASE
BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.



3. On June 28, 2011, the Defendant, DAVID GAGNON, was living and/or staying at his parent's home at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

4. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE contracted, hired the Defendant, DAVID GAGNON, to cut down, trim and/or maintain the trees and brush at their premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

5. On June 28, 2011, and at the request and with the authority and permission of the Defendants CAROLINE McGUIRE and BILL McGUIRE, and for their benefit, the Defendant, DAVID GAGNON, was working under their supervision and control while engaged in cutting, trimming and maintaining trees and brush at the premises at 1016 W. Elder Avenue, in the City of McHenry, County of McHenry, Illinois.

6. On June 28, 2011, as part of his work at the subject property, the Defendant, DAVID GAGNON, was authorized, instructed, advised and permitted to use a chainsaw to assist him in his work for Defendants, CAROLINE McGUIRE and BILL McGUIRE, which was owned by the McGuires.

7. On June 28, 2011, the Defendant, DAVID GAGNON, was under the supervision and control of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was working as their apparent and actual agent, and was then acting and working in the scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE.

8. On June 28, 2011, and while the Defendant, DAVID GAGNON, was working in the course and scope of his agency for Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was under their supervision and control, Defendant, DAVID GAGNON was in use of a chainsaw while trimming a tree and branch.

9. On June 28, 2011, and while Defendant, DAVID GAGNON, was in use of a chainsaw while trimming a tree and branch, Defendant, DAVID GAGNON, asked for and/or requested the assistance of the Plaintiff, PAUL DULBERG, to hold the tree branch while Defendant, DAVID GAGNON, trimmed the branch with the chainsaw.

10. On June 28, 2011, and while Defendant, DAVID GAGNON, was in sole control, use and operation of the subject chainsaw, the chainsaw was caused to strike and injure the Plaintiff, PAUL DULBERG.

11. At all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew of Defendant, DAVID GAGNON's use of the chainsaw in the presence of the Plaintiff, PAUL DULBERG, and knew that such created a danger to the Plaintiff, PAUL DULBERG's safety.

12. That at all relevant times, the Defendants, DAVID GAGNON, as agent of CAROLINE McGUIRE and BILL McGUIRE, owed a duty to use care and caution in his operation of a known dangerous instrumentality.

13. On June 28, 2011, the Defendant, DAVID GAGNON, was negligent in one or more of the following ways:

- a. Failed to maintain control over the operating of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant, DAVID GAGNON's inability to control the chainsaw;
- d. Failed to keep a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

14. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

15. That at the above time and date, the Defendant's negligence can be inferred from the circumstances of the occurrence as the instrument of the injury was under the control of the Defendant and therefore, negligence can be presumed under the doctrine of *Res Ipsa Loquitur*.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants, DAVID GAGNON, and CAROLINE McGUIRE and BILL McGUIRE in an amount in excess of \$50,000.00, plus costs of this action.

Count II

Paul Dulberg vs. Caroline McGuire and Bill McGuire

15. That the Plaintiff, PAUL DULBERG, restates and realleges paragraphs 1 through 14, in Count I, above, as paragraphs 1 through 15 of Count II, as if fully alleged herein.

16. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, owned, controlled, maintained and supervised the premises whereat the accident to the Plaintiff, PAUL DULBERG, occurred.

17. That at all relevant times, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were in control of and had the right to advise, instruct and demand that the Defendant, DAVID GAGNON, not or work in a safe and reasonable manner.

18. That at all relevant times, the Defendant, DAVID GAGNON, was acting as the agent, actual and apparent, of Defendants, CAROLINE McGUIRE and BILL McGUIRE, and was acting at their request and in their best interests and to their benefit as in a joint enterprise.

19. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, knew DAVID GAGNON was operating a chainsaw with the assistance of the Plaintiff, PAUL DULBERG, and had the right to discharge or terminate the Defendant, DAVID GAGNON's work for any reason.

20. That at all relevant times, Defendants, CAROLINE McGUIRE and BILL McGUIRE, owed a duty to supervise and control Defendant, DAVID GAGNON's activities on the property so as not to create an unreasonable hazard to others, including the Plaintiff, PAUL DULBERG.

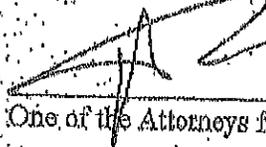
21. On June 28, 2011, the Defendants, CAROLINE McGUIRE and BILL McGUIRE, were negligent in one or more of the following ways:

- a. Failed to control operation of the chainsaw;
- b. Failed to take precaution not to allow the chainsaw to move toward the Plaintiff, PAUL DULBERG, so as to cause injury;
- c. Failed to warn the Plaintiff, PAUL DULBERG, of the dangers existing from the Defendant's inability to control the chainsaw;
- d. Failed to keep the chainsaw a proper distance from the Plaintiff, PAUL DULBERG, while operating the chainsaw;
- e. Otherwise was negligent in operation and control of the chainsaw.

22. That as a proximate result of the Defendant's negligence, the Plaintiff, PAUL DULBERG, was injured externally; he has experienced and will in the future experience pain and suffering; he has been permanently scarred and/or disabled; and has become obligated for large sums of money for medical bills and will in the future become obligated for additional sums of money for medical care, and has lost time from work and/or from earning wages due to such injury.

WHEREFORE, Plaintiff, PAUL DULBERG, demands judgment against Defendants,
CAROLINE McGUIRE and BILL McGUIRE, in an amount in excess of \$50,000.00, plus costs
of this action.

LAW OFFICES OF THOMAS J. POPOVICH, P.C.



One of the Attorneys for Plaintiff

Hans A. Mast
LAW OFFICES OF THOMAS J. POPOVICH, P.C.
3416 West Elm Street
Lake, Illinois 60050
(815) 344-3797
ARDC No. 06203684

From: Paul Dulberg <pdulberg@comcast.net>
Subject: Fwd: Dave's Best and oldest friend John
Date: December 28, 2016 10:33:35 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: November 20, 2013 at 7:26:53 AM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: Dave's Best and oldest friend John

Morning Hans,
Ok we can meet. I will call Sheila today and set up a time.
Please send me a link to the current Illinois statute citing that the property owner is not liable for work done on their property resulting in injury to a neighbor.
I need to read it myself and any links to recent case law in this area would be helpful as well.
Thanks,
Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Nov 20, 2013, at 6:59 AM, Hans Mast <hansmast@comcast.net> wrote:

Paul, lets meet again to discuss. The legality of it all is that a property owner does not have legal liability for a worker (whether friend, son or otherwise) who does the work on his time, using his own independent skills. Here, I deposed the McGuires, and they had nothing to do with how Dave did the work other than to request the work to be done. They had no control on how Dave wielded the chain saw and cut you. its that simple. We don't have to accept the \$5,000, but if we do not, the McGuires will get out for FREE on a motion. So that's the situation.

----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Tue, 19 Nov 2013 02:29:56 -0000 (UTC)
Subject: Re: Dave's Best and oldest friend John

I still don't get how they don't feel responsible for work done on their property by their own son that ended up cutting through 40% of my arm.

Perhaps their negligence is the fact that they didn't supervise the work close enough but they did oversee much of the days activity with David. Just because Dave was doing the work doesn't mean they were not trying to tell their kid what to do. They told him plenty of times throughout the day what to do. How is that not supervising?

Paul
Paul Dulberg
847-497-4250

Sent from my iPad

On Nov 18, 2013, at 8:07 PM, Hans Mast <hansmast@comcast.net> wrote:

Paul whether you like it or not they don't have a legal liability for your injury because they were not directing the work. So if we do not accept their 5000 they will simply file a motion and get out of the case for free. That's the only other option is letting them file motion getting out of the case

Sent from my iPhone

On Nov 18, 2013, at 7:40 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Only 5, That's not much at all.
Is this a take it or leave it or do we have any other options?

If you want a negligence case for the homeowners ask what happened immediately after the accident.

Neither of them offered me any medical assistance nor did either of them call 911 and all Carol could think of besides calling David an idiot was calling her homeowners insurance.



They all left me out in the yard screaming for help while they were busy making sure they were covered.

She even went as far as to finally call the Emergency Room after I was already there just to tell me she was covered.

How selfish are people when they worry about if their insured over helping the person who was hurt and bleeding badly in their yard.

I'm glad she got her answer and had to share it with me only to find out her coverage won't even pay the medical bills.

I'm not happy with the offer.

As far as John Choyinski, he knows he has to call you and said he will tomorrow.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Nov 18, 2013, at 1:28 PM, Hans Mast <hansmast@comcast.net> wrote:

Im waiting to hear from John. I tried calling him last week, but no one answered.

In addition, the McGuire's atty has offered us (you) \$5,000 in full settlement of the claim against the McGuires only. As we discussed, they have no liability in the case for what Dave did as property owners. So they will likely get out of the case on a motion at some point, so my suggestion is to take the \$5,000 now. You probably won't see any of it due to liens etc. but it will offset the costs deducted from any eventual recovery....

Let me know what you think..

Hans

----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>

To: Hans Mast <hansmast@comcast.net>

Sent: Fri, 15 Nov 2013 22:41:26 -0000 (UTC)

Subject: Dave's Best and oldest friend John

Hans,

Just spoke with John Choyinski again about talking with you.

I am leaving your number with him as he has agreed to talk with you about David Gagnon.

I believe he will try and call sometime tomorrow.

Paul

Oh and I know that nothing that happened right after the incident makes any difference as to the validity of the injuries but David's conduct immediately after the incident does show his lack of moral values for other humans and what he was willing and was not willing to do to help me get medical help. For his actions towards me or any other human being is enough to sue the shit out him alone. It is the things that happened afterwards that upset me the most.

Sorry for the rant but Dave was a complete ass all the way and deserves this.

Paul Dulberg
847-497-4250
Sent from my iPad



The Law Offices of Thomas J. Popovich P.C.

3416 W. ELM STREET
McHENRY, ILLINOIS 60050
TELEPHONE: 815.344.3797
FACSIMILE: 815.344.5280
www.popovichlaw.com

THOMAS J. POPOVICH
HANS A. MAST
JOHN A. KORNAK

MARK J. VOGG
JAMES P. TUTAJ
ROBERT J. LUMBER
THERESA M. FREEMAN

January 24, 2014

Paul Dulberg
4606 Hayden Court
McHenry, IL 60051

RE: *Paul Dulberg vs. David Gagnon, Caroline McGuire and Bill McGuire*
McHenry County Case: 12 LA 178

Dear Paul:

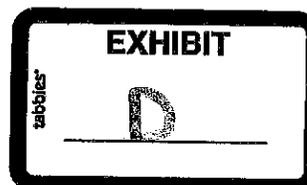
Please find enclosed the General Release and Settlement Agreement from defense counsel for Caroline and Bill McGuire. Please Release and return it to me in the enclosed self-addressed stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

COPY
HANS A. MAST

smg
Enclosure



WAUKEGAN OFFICE
210 NORTH MARTIN LUTHER
KING JR. AVENUE
WAUKEGAN, IL 60085

GENERAL RELEASE AND SETTLEMENT AGREEMENT

NOW COMES PAUL DULBERG, and in consideration of the payment of Five-Thousand (\$5,000.00) Dollars to him, by or on behalf of the WILLIAM MCGUIRE and CAROLYN MCGUIRE (aka Bill McGuire; improperly named as Caroline McGuire) and AUTO-OWNERS INSURANCE COMPANY, the payment and receipt of which is hereby acknowledged, PAUL DULBERG does hereby release and discharge the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, and any agents or employees of the WILLIAM MCGUIRE and CAROLYN MCGUIRE and AUTO-OWNERS INSURANCE COMPANY, of and from any and all causes of action, claims and demands of whatsoever kind or nature including, but not limited to, any claim for personal injuries and property damage arising out of a certain chain saw incident that allegedly occurred on or about June 28, 2011, within and upon the premises known commonly as 1016 West Elder Avenue, City of McHenry, County of McHenry, State of Illinois.

IT IS FURTHER AGREED AND UNDERSTOOD that there is presently pending a cause of action in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois entitled "Paul Dulberg, Plaintiff, vs. David Gagnon, Individually, and as agent of Caroline McGuire and Bill McGuire, and Caroline McGuire and Bill McGuire, Individually, Defendants", Cause No. 2012 LA 178, and that this settlement is contingent upon WILLIAM MCGUIRE and CAROLYN MCGUIRE being dismissed with prejudice as parties to said lawsuit pursuant to a finding by the Circuit Court that the settlement between the parties constitutes a good faith settlement for purposes of the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/0.01, *et seq.*

IT IS FURTHER AGREED AND UNDERSTOOD that as part of the consideration for this agreement the undersigned represents and warrants as follows (check applicable boxes):

- I was not 65 or older on the date of the occurrence.
- I was not receiving SSI or SSDI on the date of the occurrence.
- I am not eligible to receive SSI or SSDI.
- I am not currently receiving SSI or SSDI.

IT IS FURTHER AGREED AND UNDERSTOOD:

- a. That any subrogated claims or liens for medical expenses paid by or on behalf of PAUL DULBERG shall be the responsibility PAUL DULBERG, including, but not limited to, any Medicare liens. Any and all reimbursements of medical expenses to subrogated parties, including Medicare's rights of reimbursement, if any, shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released herein.
- b. That any outstanding medical expenses are PAUL DULBERG's responsibility and all payment of medical expenses hereafter shall be PAUL DULBERG's responsibility, and not the responsibility of the parties released

c. That PAUL DULBERG agrees to save and hold harmless and indemnify the parties released herein against any claims made by any medical providers, including, but not limited to Medicare or parties subrogated to the rights to recover medical or Medicare payments.

IT IS FURTHER AGREED AND UNDERSTOOD by the parties hereto that this agreement contains the entire agreement between the parties with regard to materials set forth herein, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the executors, conservators, administrators, guardians, personal representatives, heirs and successors of each.

IT IS FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a doubtful and disputed claim and no liability is admitted as a consequence hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the dates set forth below.

Dated: _____

PAUL DULBERG

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

PAUL DULBERG personally appeared before me this date and acknowledged that she executed the foregoing Release and Settlement Agreement as his own free act and deed for the uses and purposes set forth therein.

Dated this _____ day of January, 2014.

Notary Public

From: Paul Dulberg <pdulberg@comcast.net>
Subject: Fwd: McGuire settlement
Date: December 28, 2016 10:21:55 AM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: January 29, 2014 at 1:59:31 PM CST
To: Hans Mast <hansmast@comcast.net>
Subject: Re: McGuire settlement

Ok, it's signed and in the mail.

Hope that some yahoo in the govt. doesn't someday decide to go after everyone they think they might get a dollar out of and end up holding me responsible for the McGuires fees incurred while they fight it out.

I'm not in the business of warranting, insuring or protecting the McGuires from government. Especially for only 5 grand. For that kind of protection it could cost millions but I trust your judgement.

Paul

Paul Dulberg
847-497-4250
Sent from my iPad

On Jan 29, 2014, at 11:49 AM, Hans Mast <hansmast@comcast.net> wrote:

SSD has to be part of it...its not going to effect anything...
We can't prevent disclosure of the amount...

----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 29 Jan 2014 17:47:39 -0000 (UTC)
Subject: Re: McGuire settlement

What and why do those questions have any relevance at all and why do they need to be part of this agreement?
Particularly the one about being eligible.

Also, I cannot warranty against what SSDI, Medicare or any other government institution wishes to do.

Is it possible to make this agreement blind to the McGuires or David Gagnon?

What I mean is can we make it so that the amount of money cannot be told to them in any way?

It would drive David's ego crazy if he thought it was a large sum and was banned from seeing how much it is.

Paul Dulberg
847-497-4250

Sent from my iPad

On Jan 29, 2014, at 10:51 AM, Hans Mast <hansmast@comcast.net> wrote:

Its not a big deal...if you weren't receiving it than don't check it...not sure what the question is...

----- Original Message -----

From: Paul Dulberg <pdulberg@comcast.net>
To: Hans Mast <hansmast@comcast.net>
Sent: Wed, 29 Jan 2014 16:16:04 -0000 (UTC)
Subject: McGuire settlement

Here is a copy of the first page.

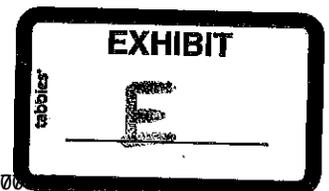
It has check boxes and one of the check boxes says;

I am not eligible to receive SSI or SSDI.

Another says;

I am not receiving SSI or SSDI.

As you know, I have applied for SSDI and SSI



From: Paul Dulberg <pdulberg@comcast.net>
Subject: Fwd: Memo
Date: December 27, 2016 6:11:20 PM CST
To: paul_dulberg@comcast.net

From: Paul Dulberg <pdulberg@comcast.net>
Date: February 22, 2015 at 7:42:25 PM CST
To: Hans Mast <hansmast@att.net>
Subject: Re: Memo

To believe David's version of events you must believe I was committing suicide.
Who in their right mind puts his arm into a chainsaw?

I figured you would cop out again...

Now I'm left wondering...
How hard is it to sue an atty?

And yes I am and have been looking for someone who will take this case...

The issue of my word vs David Gagnons... Did he cut me or did I cut myself?

Of course he cut me.

Next issue please?

Paul Dulberg
847-497-4250
Sent from my iPad

On Feb 22, 2015, at 7:20 PM, Hans Mast <hansmast@att.net> wrote:

Paul I no longer can represent you in the case. We obviously have differences of opinion as to the value of the case. I've been telling you over a year now the problems with the case and you just don't see them. You keep telling me how injured you are and completely ignore that it doesn't matter if you passed away from the accident because we still have to prove that the defendant was at fault. While you think it is very clear - it is not. My guess is that seven out of 10 times you will lose the case outright. That means zero. That's why I have been trying to convince you to agree to a settlement. You clearly do not want to. There's only \$100,000 in coverage. Allstate will never offer anything near the policy limits therefore there's no chance to settle the case. The only alternative is to take the case to trial and I am not interested in doing that. I will wait for you to find a new attorney. I can't assist you any further in this case. Just let me know.

Sent from my iPhone

On Feb 22, 2015, at 7:14 PM, Paul Dulberg <pdulberg@comcast.net> wrote:

Let's not be harsh, We have a couple of weeks till dr Kujawa's billing arrives.
I agree showing me the memo is a good idea it's just not the accuracy I expected.
I know I'm being confrontative about all of this but let's face it, my working days are over let alone a career I have been building since I was in high school. My dreams of family are over unless I have enough to provide and pay for the care of children and a roof.

What's left for me?
Facebook, scrap booking, crafts, etc... A life of crap...
With ongoing pain and grip issues in my dominate arm/hand that are degenerative.

This is as total as it gets for us in the working class short of being paralyzed or dead.

I need someone who is on my side, top of their game and will see to it that I'm comfortable after all this is over.

What I feel is an attempt to settle for far less than this is remotely worth just to get me off the books.





Binding Mediation Award

Paul Dulberg

v.

David Gagnon

ADR Systems File # 33391BMAG

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

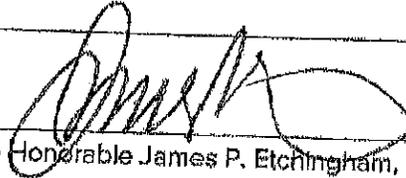
\$ 250,000.

PIS

75,000.

LNL

75,000.


The Honorable James P. Etchingham, (Ret.)

