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Katherine M. Keefe
Clerk of the Circuit Court

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

PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST, Plaintiffs,	)	
v.	)	Case No. 2025LA360
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.	)	

JOINT COMBINED MOTION TO DISMISS

NOW COME Defendants, SABINA SERSHON, *pro se*, THOMAS W. GOOCH, *pro se*, and THE GOOCH FIRM pursuant to Section 2-619.1 of the Illinois Code of Civil Procedure (735 ILCS 5/2-619.1) moves this Honorable Court for the entry of an Order dismissing the Plaintiff's Complaint at Law with prejudice and in support thereof states as follows:

BACKGROUND

1. On December 4, 2025, the Plaintiff, PAUL DULBERG ("DULBERG"), filed a Complaint at Law against various defendants including, SABINA SERSHON, *pro se*, THOMAS W. GOOCH, *pro se*, and THE GOOCH FIRM (collectively referred to as "Defendants") purportedly alleging professional misconduct/legal malpractice and fraud.
2. SERSHON was an associate at THE GOOCH FIRM at the time DULBERG retained THE GOOCH FIRM on December 16, 2016 to represent him in the underlying legal malpractice matter, 17LA377 ("underlying matter").

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3. Specifically, DULBERG alleges that at the time of retaining the law firm, on December 16, 2016, any attorney working at the firm owed DULBERG a duty of care. (**EXHIBIT A** -Plaintiff's Complaint, ¶73, attached without exhibits).

4. On October 8, 2018, DULBERG terminated THE GOOCH FIRM from representing him. (**EXHIBIT A** -Plaintiff's Complaint, ¶103, attached without exhibits).

5. Thereafter, THE GOOCH FIRM prepared a Motion to Withdraw (October 9, 2018) and a Motion for Additional Time to file a Second Amended Complaint (October 10, 2018).

6. On October 15, 2018, the Court granted the Motion to Withdraw and entered and continued the Motion for Additional Time to file a Second Amended Complaint. (**Exhibit B**)

7. The underlying 17LA377 matter was ultimately dismissed on summary judgment on February 1, 2023.

8. Thereafter, on November 8, 2023, DULBERG filed an ARDC Complaint against GOOCH, THE GOOCH FIRM, and SERSHON, and improperly attached said pleadings as an Exhibit to his Complaint. (**EXHIBIT A**, Plaintiff's Complaint, ¶105)

9. The ARDC Complaint made the same or similar allegations against GOOCH and SERSHON as this Complaint.

10. The Complaint alleges Count I against GOOCH for willful and wanton *prima face* professional misconduct, fraud against DULBERG and fraud on the Court to obtain dismissal of 17LA377. (**EXHIBIT A** -Plaintiff's Complaint, ¶214)

11. The Complaint alleges Count II against SERSHON for willful and wanton *prima face* professional misconduct, fraud against DULBERG and fraud on the Court to obtain dismissal of 17LA377. (**EXHIBIT A** -Plaintiff's Complaint, ¶215)

12. The Complaint states that "SERSHON has engaged in the following misconduct:

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a. During all actions taken by Sabina Sershon described in this Complaint, Sabina Sershon was an employee of THE GOOCH FIRM and/or THE LAW OFFICE OF GAUTHIER & GOOCH

b. …Sabina Sershon worked together with Thomas Gooch and engaged in all actions (a) to (g) listed in paragraph 214." (**EXHIBIT A** -Plaintiff's Complaint, ¶215)

13. As set forth below, this Honorable Court must find that it cannot be contested that DULBERG's Complaint, filed over seven (7) years after THE GOOCH was granted leave to withdraw, is time barred as a matter of law as set forth below.

ARGUMENT

ARGUMENT UNDER SECTION 2-619

A motion to dismiss, pursuant to section 2-619 of the Code, admits the legal sufficiency of the plaintiffs' complaint, but asserts an affirmative defense or other matter that avoids or defeats the plaintiffs' claim. *DeLuna v. Burciaga*, 857 N.E 2d 229,236 (Ill Supreme Court 2006.)

I. **Dulberg's Claims are Barred by the Statute of Limitations**.

14. DULBERG's claims against Defendant SERSHON, GOOCH, and THE GOOCH FIRM are barred by the two year statute of limitations, pursuant to Section 13-214.3 Illinois Code of Civil Procedure.

15. Section 13-214.3 of the Illinois Code of Civil Procedure (735 ILCS 5/13-214.3) sets forth the statute of limitations with respect to the assertion of claims against an attorney for allegedly negligent acts or omissions committed in connection with the provision of legal services. Specifically, subparagraph (B) provides that: An action for damages based on tort, contract, or otherwise (i) against an attorney arising out of an act or omission in the performance of professional services or (ii) against a non-attorney employee arising out of

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an act or omission in the course of his or her employment by an attorney to assist the attorney in performing professional services must be commenced within 2 years from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought.

16. The courts in Illinois have interpreted subparagraph (B) to identify the accrual date of a cause of action for legal malpractice as being the point in time where the client possesses sufficient knowledge to inquire further to determine whether an actionable wrong was committed and not as delaying the commencement of the limitations period until the client has actual knowledge of the specific allegedly negligent conduct. *Carlson v. Fish*, 2015 IL App (1st)140526, 391 Ill.Dec. 728, 31 N.E.2d 404 (1st Dist. 2015)

17. In this case, there are multiple points in time where DULBERG knew or should have known of the alleged injury caused.

18. First, the Motion to Withdraw was granted on October 15, 2018.

19. DULBERG alleges that when he met with subsequent counsel, on October 12, 2018, he "explained by Gooch was fired". (**Exhibit A**, Complaint, para 108)

20. A client is deemed to have known or reasonably should have known of an injury wrongfully caused by his attorney when he meets with a second attorney and discusses the subject matter of the alleged negligence. *Barratt v. Goldberg*, 296 Ill.App.3d 252, 230 Ill.Dec. 635, 694 N.E.2d 604 (1st Dist. 1998).

21. Thus, at the time of the retaining subsequent counsel and discussing GOOCH, DULBERG knew of this injury.

22. Thus, DULBERG knew or should have known of the alleged injuries caused by SERSHON, GOOCH, and THE GOOCH FIRM on October 12, 2018.

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23. Next, the underlying action was dismissed on summary judgment on February 1, 2023. Thus, at this point DULBERG knew of his alleged injuries on February 1, 2023, when the Court granted the Motion for Summary Judgment, dismissing his underlying action.

24. DULBERG would have had until February 1, 2025 to file his Complaint, two years from the date that his injury began to accrue.

25. Even assuming *arguendo* that DULBERG was not aware that he had been injured by the granting of the summary judgment, the latest point in time that DULBERG could have known about his injury allegedly caused by SERSHON, GOOCH, and THE GOOCH FIRM was when he filed the ARDC Complaint against SERSHON, GOOCH, and THE GOOCH FIRM on November 8, 2023. At this point, DULBERG made the same or similar allegations as this Complaint and it cannot be contested that DULBERG knew of the alleged injuries caused by SERSHON, GOOCH, and THE GOOCH FIRM on November 8, 2023.

26. At the very latest, DULBERG should have filed his Complaint by November 8, 2025, two years after filing his ARDC Complaints, which contained the same or similar wrongdoings, which undisputedly make it clear that DULBERG knew of his injuries by November 8, 2023.

27. Thus, DULBERG's Complaint is time-barred pursuant to the statute of limitations.

II. Dulberg's Claims for Fraud Are Barred by the Statute of Limitations.

28. Further, the two-year statute of limitations also applies to any claims of purported fraud DULBERG brings against SERSHON, GOOCH, and THE GOOCH FIRM.

29. As stated above Section 13-214.3 of the Illinois Code of Civil Procedure (735 ILCS 5/13-214.3(b)) states "*An action for damages* based on tort, contract, or otherwise (i*) against an*

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attorney arising out of an act or omission in the performance of professional services ... must be commenced *within 2 years* from the time the person bringing the action knew or reasonably should have known of the injury for which damages are sought." (Emphasis added)

30. Here, DULBERG's causes of action for fraud against SERSHON, GOOCH, and THE GOOCH FIRM are similarly time-barred bycita the two-year statute of limitations as the allegations are an action for damages against an attorney arising out of an act in the performance of professional services.

31. The Courts in *800 South Wells Commercial, LLC v. Horwood Marcus & Berk Chartered*, 2013 IL App (1st) 123660, determined that the two-year state of limitations applies to claims against an attorney arising out of an act or omission in the performance of professional services. The Court noted there was no specific language limiting the two years to only to legal malpractice claims. Rather the plain language of the statute directs that the two-year limitation applies to all claims against an attorney arising out of acts or omissions in the performance of professional services.

32. Similarly here, the actions that DULBERG is alleging are against SERSHON and GOOCH are claims against attorneys arising out of alleged acts or omissions in the performance of professional services. Thus, this Honorable Court must find that the two year statute of limitations is not just limited to legal malpractice claims, and applies to bar DULBERG's claims for fraud against SERSHON and GOOCH.

33. The Court in *800 South Wells Commercial, LLC*, ¶ 13, when rejecting the plaintiff's argument that the two-year limitations period set forth in section 13-214.3(b) of the Code was limited to legal malpractice claims, ruled that "the plain language of the statute directs

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that the two-year limitation applies to all claims against an attorney arising out of acts or omissions in the performance of professional services, and not just legal malpractice claims brought against an attorney by a client") (emphasis added)); see also Evanston Insurance Co. v. Riseborough, 2014 IL 113271, ¶ 23 (recognizing that "the statute broadly applies to 'action[s] for damages based on tort, contract, or otherwise *** arising out of an act or omission in the performance of professional services,' which encompasses a number of potential causes of action in addition to legal malpractice") (emphasis in original)); Janousek v. Katten Muchin Rosenman LLP, 2015 IL App (1st) 142989, ¶ 12 (stating that section 13-214.3(b) "applies to any claim concerning an attorney's professional services"). *Id.*

34. Ultimately the Court in *800 South Wells Commercial, LLC* found that the plaintiff claim against defendant attorneys for allegedly aiding and abetting the lessor's breach of fiduciary duty was subject to the two-year statute of limitation set forth in section 13-214(b) of the Code because the claim arose out of the attorneys' provision of legal services. *Id*, ¶ 14.

35. Therefore, because DULBERG's allegations of professional misconduct and fraud, all arise out of the alleged acts or omissions in the performance of the professional service by an attorney, DULBERG knew or should have known of his injuries when the motion for summary judgment was granted on February 1, 2023. DULBERG waited over two and a half years to file this instant Complaint on December 4, 2025. Accordingly, this Honorable Court must find that the allegations are all barred under the state of limitations.

III. **Dulberg's Claims are Barred by the Statute of Repose**.

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36. Moreover, any allegations by DULBERG in the Complaint against SERSHON, GOOCH, and THE GOOCH FIRM is also time barred pursuant to Section 5/13-214.3(c), the 6-year statute of repose, as set forth below.

37. Section 5/13-214.3(c) states, "Except as provided in subsection (d), an action described in subsection (b) may not be commenced in any event more than 6 years after the date on which the act or omission occurred." 735 ILCS 5/13-214.3(c).

38. The statute of repose extinguishes the action itself after a fixed period of time, regardless of when the action accrued. *Ferguson v. McKenzie,* 202 Ill.2d 304, 311 (2001). A statute of repose gives effect to a policy different from that advanced by a statute of limitations insofar as it is intended to terminate the possibility of liability after a defined period of time, regardless of a potential plaintiff's lack of knowledge of his or her cause of action. *DeLuna v. Burciaga*, at 237**.**

39. Illinois courts have interpreted section 13-214.3(c) to provide that the repose period begins to run with the "last act of representation" upon which the claim is founded. *Trogi v. Diabri & Vicari, P.C.*, 362 Ill. App. 3d 93, 96 (1st Dist. 2005).

40. Here, it is undisputed that THE GOOCH FIRM (including SERSHON and GOOCH) was granted leave to withdraw on October 15, 2018, i.e., the last act of representation.

41. Thus, pursuant to 13-214.3(c) DULBERG's claims against SERSHON, GOOCH, and THE GOOCH FIRM expired on October 15, 2024, six years after the last act of representation and DULBERG's Complaint filed on December 4, 2025 is untimely pursuant to the statute of repose.

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42. Also, the statute of repose is an extension of the statute of limitations and applies to bar the claims against THE GOOCH FIRM, SERSHON, and GOOCH not just for professional misconduct but also for fraud, as argued above.

43. Accordingly, because there can be no set of facts that can be pled by DULBERG that would extend THE GOOCH FIRM, SERSHON, and GOOCH's last act of representation after the October 15, 2018 withdrawal date, to fall within the statute of repose, DULBERG's December 4, 2025 Complaint is time-barred against THE GOOCH FIRM, SERSHON, and GOOCH and must be dismissed with prejudice.

IV. SERSHON, GOOCH, and THE GOOCH FIRM are not the proximate cause of any alleged injuries.

44. After THE GOOCH FIRM (including SERSHON and GOOCH) were granted leave to withdraw as counsel for DULBERG in the underlying action, DULBERG thereafter retained subsequent counsel.

45. DULBERG's continued hiring or successor counsel is a superseding cause of damages.

46. The alleged conduct of an attorney who withdraws or is discharged by a client before a client's rights and remedies have been irretrievably lost cannot be deemed to be the proximate cause of the plaintiff's claimed damages as a matter of law. *Land v. Greenwood*, 133 Ill. App. 3d 537 (1985). A plaintiff and his/her subsequent counsel (if any) is legally responsible to pursue all viable claims and remedies which exist at the time the attorney withdraws or is discharged. This rule is premised on the recognition that the defendant attorney's conduct must be the "cause in fact" of the plaintiff's injury (i.e., the loss of the plaintiff's underlying claim). If a plaintiff still has a viable cause of action or remedy at the time the attorney withdrew or was discharged, the attorney cannot be liable as a matter of law. *Lopez v. Clifford Law Offices*, 362 Ill. App. 3d 969, 980 (1st Dist. 2005).

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47. In this case, DULBERG terminated THE GOOCH FIRM prior to the filing of the Second Amended Complaint. Thus, DULBERG's matter was still pending. THE GOOCH FIRM filed a Motion for Additional Time to file a Second Amended Complaint to allow DULBERG or his new attorney more time to file a Second Amended Complaint. Then, after THE GOOCH FIRM was granted leave to withdraw, DULBERG thereafter hired two subsequent firms to represent him.

48. Therefore, because DULBERG's own allegations suggest that his legal malpractice claim was viable at the time THE GOOCH FIRM was granted leave to withdraw, SERSHON, GOOCH, and THE GOOCH FIRM cannot be a proximate cause of any damages.

49. Accordingly, this Honorable Court must find that claims against SERSHON, GOOCH, and THE GOOCH FIRM must be dismissed with prejudice.

ARGUMENT UNDER SECTION 2-615

A Section 2-615 motion to dismiss challenges the legal sufficient of a complaint based on defects apparent on its face. *Doe v. Larence Hall Youth Svcs*., 2012 Ill.App.1st 103758, 966 N.E.2d 52,57 (1st Dist. 2012).

50. DULBERG's Complaint as a whole fails to establish any causes of action against the Defendants.

51. First, to properly allege a legal malpractice case the Plaintiff must establish, (1) the existence of an attorney-client relationship that establishes a duty on the part of the attorney; (2) a negligent act or omission constituting a breach of that duty; (3) proximate cause establishing that "but for" the attorney's negligence, the plaintiff would have prevailed in the underlying action; and (4) actual damages. *Timothy Whelan Law Associates v. Kruppe, 409 Ill.App.3d 359 at 363 (2nd Dist./2011)*

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52. Here, DULBERG fails to state a cause of action against SERSHON, GOOCH, and THE GOOCH FIRM for legal malpractice. DULBERG fails to properly allege a breach of duty, proximate cause and equally important, DULBERG fails to allege that but for SERSHON, GOOCH, and THE GOOCH FIRM's purported negligence, he would have been successful in his underlying action, and lastly he fails to allege damages caused by SERSHON.

53. Next, to state a valid fraud claim, a plaintiff must allege that: the defendant made a false statement of material fact; the defendant knew the statement was false; the defendant intended that the statement induce the plaintiff to act; the plaintiff relied on the purported veracity of the defendant's false statement; and the plaintiff suffered damages as a result of his reliance on the statement. *Connick v. Suzuki Motor Co., Ltd.,* 174 Ill. 2d 482, 496 (1996). Here, DULBERG fails to allege the factors necessary to bring a sufficient claim for fraud against SERSHON, GOOCH, and THE GOOCH FIRM.

54. More importantly, "a high standard of specificity is imposed on fraud pleadings. Accordingly, "[a] successful common law fraud complaint must allege, with specificity and particularity, facts from which fraud is the necessary or probable inference, including what representations were made, when they were made, who made the representations and to whom they were made." (internal citations omitted) *Connick*, at 496-97.

55. Here, DULBERG fails to meet this high standard of specificity for a cause of action of fraud against SERSHON, GOOCH, and THE GOOCH FIRM.

56. This Honorable Court must find that the Complaint must be dismissed for failing to properly state a cause of action against legal malpractice and fraud.

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CONCLUSION

This Honorable Court must determine that it cannot be disputed that the Plaintiff's Complaint at Law was not timely filed, within two years of the granting of summary judgment or filing the ARDC Complaint against SERSHON and GOOCH and within the six years after firing SERSHON, GOOCH, and THE GOOCH FIRM. Accordingly, there are no set of facts that Plaintiff can allege that would make his Complaint timely against Defendants SERSHON, GOOCH, and THE GOOCH FIRM, and thus this Complaint must be dismissed with prejudice.

SERSHON, GOOCH, and THE GOOCH FIRM cannot be the proximate cause of damages due to the hiring of multiple other firms/attorneys to represent DULBERG in the underlying action.

Finally, DULBERG fails to pled his allegations for professional misconduct and fraud and for the reasons set forth above, the Complaint is deficient and must be dismissed with prejudice.

WHEREFORE, for the foregoing reasons, the Defendant, SABINA SERSHON, THOMAS W. GOOCH, THE GOOCH FIRM respectfully request that this Honorable Court enter an Order dismissing the Plaintiff's Complaint at Law with prejudice pursuant to Section 2-615 and 2-619.

Dated: April 30, 2026

Respectfully submitted jointly,

Sabina Sershon
By: Sabina Sershon, *pro se*

/s/ Thomas W. Gooch
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