


From: Julia Williams juliawilliams@clintonlaw.net 

Subject: Fwd: Paul Dulberg 14-83578 & 12LA178

Date: February 10, 2020 at 3:09 PM

To: Paul Dulberg paul_dulberg@comcast.net, Mary Winch marywinch@clintonlaw.net, Ed Clinton ed@clintonlaw.net

JW

Paul,

Email #3 from Joe Olsen

Julia Williams
Of Counsel
The Clinton Law Firm
111 W. Washington, Ste. 1437
Chicago, IL 60602
P: 312.357.1515
F: 312.201.0737
juliawilliams@clintonlaw.net

This message may be privileged and confidential. If you are not the intended recipient, please delete the email and notify the sender immediately.

Begin forwarded message:

From: Joe Olsen <jolsenlaw@comcast.net>
Subject: Fwd: RE: Paul Dulberg 14-83578 & 12LA178
Date: December 2, 2019 at 2:00:01 PM CST
To: juliawilliams@clintonlaw.net
Reply-To: Joe Olsen <jolsenlaw@comcast.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: Myrna Boyce <myrna@bgltd.com>
To: jolsenlaw@comcast.net
Date: September 27, 2016 at 5:00 PM
Subject: RE: Paul Dulberg 14-83578 & 12LA178

Dear Mr. Olsen:

Attached please find the attorney affidavit and also a copy of the fee agreement regarding Mr. Dulberg's case.

Additionally, we have received a check in the amount of \$1,000.00 from the medical payments provision of the insured's home owner's policy available to Mr. Dulberg.

Are we able to disburse those funds to him or is that something that needs to be held pending the bk case?

Thank you,

Myrna

Myrna E. Boyce, Legal Assistant

----- Original Message -----

Subject: Paul Dulberg 14-83578 & 12LA178
From: jolsenlaw@comcast.net
Date: 9/16/16 11:24 am
To: randybaudin2@gmail.com
Cc: myrna@bgltd.com

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



Afidavit.Dulberg
14 83578.pdf



Fee
Agree....erg.pdf

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

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

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

STATE OF ILLINOIS)
) ss
COUNTY OF McHENRY)

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

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

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

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

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


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

6. I understand and agree that:

- A. My Firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy Estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment.
- B. All proceeds of any settlement or recovery must be paid to the Trustee in the first instance, and none may be disbursed without approval in writing of the Trustee or an Order of the Bankruptcy Court.
- C. If this application for appointment is approved, any fees or reimbursement of costs from the proceeds of any recoveries will be paid by the Trustee only after approval of the Bankruptcy Court.
- D. No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties in interest.
- E. All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim, and will leave to others any advice or representation as to such issues.
- F. The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted.
- G. Authorization to hire experts. As part of this representation, I will need to hire experts to advise and assist in the conduct of this litigation, specifically medical experts, liability or forensic experts, vocational or economic experts, or other experts on issues of liability or damages. In this regard, I agree that:
 - i. My Firm or I will pay or advance any fees or cost retainers required by such experts with the understanding that such payment or advance will be included as a cost in any subsequent fee application my Firm or I make to this Court; and
 - ii. Before entering into any such retention or paying any initial fees or costs, I will consult with the Trustee, provide the Trustee any

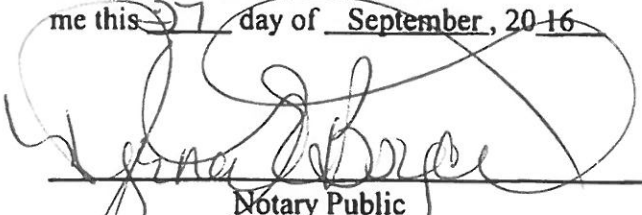
information requested including estimates of total costs and fees, provide a copy of any fee agreements, and obtain the Trustee's advance written approval to the proposed terms of retention.

- iii. I will see that copies of any bills submitted by such experts are submitted to the Trustee when I receive them and a reasonable time before I or my Firm pays them, and are approved in advance, by the Trustee, in writing.
- iv. Such fees or expenses of such experts are subject to reimbursement only by the Bankruptcy Estate, upon approval of this Court, to be paid as an administrative expense in this Bankruptcy case pursuant to 11 U.S.C. § 726, out of proceeds of any settlement or recovery in the litigation my Firm and I will be handling.

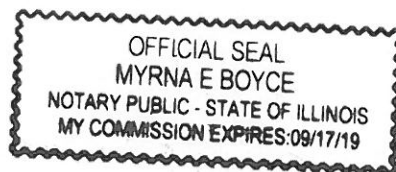


W. Randal Baudin, II, Affiant

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



Notary Public



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~~