

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

PAUL R. DULBERG, INDIVIDUALLY )  
AND THE PAUL R. DULBERG )  
REVOCABLE TRUST )  
 )  
Plaintiffs, ) CASE NO. 2022L010905  
 )  
vs. )  
 )  
KELLY N. BAUDIN A/K/A BAUDIN & )  
BAUDIN, BAUDIN & BAUDIN AN ASSOCI- )  
ATION 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 ATTOR- )  
NEYS, 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 OF- )  
FICES, 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, )

NOW COMES the Plaintiffs PAUL R. DULBERG AND THE PAUL R. DULBERG  
REVOCABLE TRUST by and through their attorney, Alphonse A. Talarico and for their  
RESPONSE TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE  
COMPANY’S MOTION FOR SUMMARY JUDGMENT states as follows:

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1. Dulberg originally submitted a verified PLAINTIFFS' COMPLAINT AT LAW.
2. Allstate submitted a verified ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S ANSWER AND AFFIRMATIVE AND OTHER DEFENSES TO PLAINTIFF'S COMPLAINT AT LAW.
3. Dulberg then submitted PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S AFFIRMATIVE DEFENSES.
4. Defendant Allstate's 735 ILCS 5/2-1005 Motion for Summary Judgement claims there are no genuine issues of material fact. This is factually untrue see paragraph 5a-u
5. Dulberg claims the following (but not limited to the following) are all genuine issues of material fact raised by Allstate in their ANSWER AND AFFIRMATIVE AND OTHER DEFENSES:

a. In ¶5, Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact

b. In ¶6 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact

c. In ¶7 Allstate inexplicably answers,

"Paragraph 7, including 7a. through 7h. contains legal conclusions to which no response is required. To the extent a response is required, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 7a. through 7g. and, therefore, **denies the same.** To the extent a response is required, Allstate admits the allegations in paragraph 7h." [Emphasis added]

This is a denial and is a genuine issue of material fact.

d. In ¶9 Allstate inexplicably answers,

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

same.”[Emphasis added]

This is a denial and is a genuine issue of material fact.

e. In paragraphs ¶10, ¶11, ¶12, ¶13 and ¶14 Allstate inexplicably answers,

“Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph” [¶x] “and, therefore, **denies the same.**” [Emphasis added]

This is a denial and is a genuine issue of material fact.

f. In ¶15 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact.

g. In paragraphs ¶16, ¶17, ¶18 and ¶19 Allstate inexplicably answers,

“Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph” [¶x] “and, therefore, **denies the same.**” [Emphasis added]

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

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

This is a genuine issue of material fact. Allstate was the attorney of “the remaining defendant”

Gagnon. It is not possible that Allstate did not know Gagnon did not file an answer CROSS-CLAIM FOR CONTRIBUTIONS. It is also not possible that Allstate was unaware that the information was in the 12LA178 common law record and the Baudins did not use it.

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

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

This is a genuine issue of material fact. Allstate was the attorney of “the remaining defendant” Gagnon and it is not possible that Allstate did not know that Gagnon never answered interrogatories issued by

Plaintiff Dulberg. Is is also not possible that Allstate was not aware the Baudins could also see that Gagnon never answered Plaintiff's interrogatories and did not use it.

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

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

This is a genuine issue of material fact. Allstate knowingly violated the automatic stay for around 2 years. It is not possible that Allstate did not know that the Baudins did not inform the Court of Dulberg's bankruptcy because Allstate was the attorney of the remaining defendant Gagnon.

- k. In paragraphs ¶23, ¶24, ¶25, ¶26, ¶27, ¶28, ¶29, ¶30, ¶31, ¶32, ¶33, ¶34, ¶35, ¶36, ¶37, ¶38, ¶39, ¶40, ¶41, ¶42, ¶43, ¶44, ¶45, ¶46, and ¶47 Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph" [¶x] "and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact.

- l. In ¶48 Allstate inexplicably answers,

"Allstate admits that documents titled "Affidavit Of W. Randall Baudin, II Pursuant To Rules 2014(a), 2016(b) and 5002 To Employ Baudin Law Group, Ltd. As Special Counsel For The Trustee" and signed by W. Randall Baudin II are attached to the Complaint as Exhibits 2 and 3 and admits that the exhibits contain the language recited in paragraph 48. Allstate further states that the exhibits are written documents that speak for themselves. **Allstate denies** any allegation in paragraph 48 that is inconsistent with the referenced documents." [Emphasis added]

This is a denial and is a genuine issue of material fact.

- m. In ¶49 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact.

- n. In paragraphs ¶50 and ¶51 Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph" [¶x] "and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact

**o.** In ¶52 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact

**p.** In ¶53 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact

**q.** In ¶54 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact

**r.** In ¶55 Allstate inexplicably answers,

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

This is a denial and is a genuine issue of material fact

**s.** In ¶56 Allstate inexplicably answers,

“Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56 and, therefore, **denies the same.**” [Emphasis added]

This is a denial and is a genuine issue of material fact

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

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

This is a genuine issue of material fact which Dulberg affirms and Allstate denies because Allstate was in attendance at the Binding Mediation.

u. In ¶58 Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact

v. In ¶59 Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact

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

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

Allstate Defense Attorney Shoshan Reddington is an employee of Allstate and has not testified on this matter. This is a genuine issue of material fact that Dulberg affirms and Allstate denies.

x. In ¶61 Allstate inexplicably answers,

"Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61 and, therefore, **denies the same.**" [Emphasis added]

This is a denial and is a genuine issue of material fact

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

ANSWER: Allstate denies that Allstate Defense Attorney Shoshan Reddington, Esq. was angry or under a belief that there was a deal with prior counsel that the case would be settled for \$50,000. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 62 and, therefore, denies the same.

This is a genuine issue of material fact that Dulberg affirms and Allstate denies. Reddington is an

employee of Allstate and has made no statement under oath on this subject.

- z.** ¶63. When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires – were also somewhat responsible ...". Dulberg asked, Is that true? W. Randall Baudin II looked and replied, That's what it says Dulberg replied, Mast \*\*\*\*\* lied.

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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



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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

Each and every denial Allstate makes in its responses to paragraphs 1 through 100 of the Complaint is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

The VOID contract Allstate admits “speaks for itself” is none the less VOID and cannot speak for itself. This a genuine issue of material fact that Dulberg affirms and Allstate denies.

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



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

The VOID contract attached to the Complaint as Group Exhibit 6B Allstate admits “speaks for itself” is none the less VOID and cannot speak for itself. This a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

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

The contracts attached to the Complaint as Group Exhibit 6B and Exhibit 11 and is breached by being VOID, this a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

It is not credible that Allstate does did not read nor possess the knowledge written within the various forms of the contract, particularly the form they signed. This is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

ANSWER: Denied.

If Allstate is denying this took place then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

ANSWER: Denied.

If Allstate is denying the changed terms should not be allowed by the writing in the contract itself then this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

**6. In PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S AFFIRMATIVE DEFENSES:**

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

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

The "Release of Claims" was issued by Allstate to the Baudins who represented the Bankruptcy Estate, not Dulberg. The Baudins fraudulently approached Dulberg for his signature purportedly as Dulberg's attorneys and the release was signed in violation of the automatic stay due to the Baudins and/or Trustee Olsen defrauding the Bankruptcy Court from its ability to make an informed decision on the release of the automatic stay over the PI asset and receiving the courts misinformed permission to enter into Binding Mediation. The "Release of Claims" is VOID and this is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

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

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

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

A VOID release cannot undo the fact that it is VOID. This is a genuine issue of material fact that Dulberg affirms and Allstate denies.

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

3. Denied.

A VOID release cannot undo the fact that it is VOID and confirms Count 5 against Allstate. This is a genuine issue of material fact that Dulberg affirms and Allstate denies.

7. In addition to what has been stated in the COMPLAINT, all of the following paragraphs are facts that are relevant to the COMPLAINT.

8. Dulberg declared bankruptcy on November 26, 2014 as a result of receiving an injury which left him permanently disabled and as a result of his attorneys Mast and Popovich telling him his case was only worth \$50,000 or less while his medical bills alone from the injury were more than \$60,000.

9. The court activity in 12LA178 in the 22nd Judicial Circuit Court that Allstate took part in, from the time that Dulberg declared bankruptcy and the case was placed under automatic stay are listed below and each Report of Proceedings is attached to this complaint:

December 12, 2014 (Exhibit 1)	November 6, 2015 (Exhibit 10)
February 4, 2015 (Exhibit 2a and 2b)	January 28, 2016 (Exhibit 11)
March 13, 2015 (Exhibit 3)	February 11, 2016 (Exhibit 12)
April 10, 2015 (Exhibit 4)	March 17, 2016 (Exhibit 13)
May 13, 2015 (Exhibit 5a and 5b)	June 13, 2016 (Exhibit 14)
June 12, 2015 (Exhibit 6)	July 11, 2016 (Exhibit 15)
July 10, 2015 (Exhibit 7)	July 21, 2016 (Exhibit 16)
September 8, 2015 (Exhibit 8)	August 10, 2016 (Exhibit 17)
October 20, 2015 (Exhibit 9)	December 12, 2016 (Exhibit 18)

10. Allstate's purpose appears quite straightforward in the more than 24 months of 22nd Judicial Circuit Court proceedings:

- a. To keep the case outside of the jurisdiction of the federal bankruptcy court.
- b. To place an upper limit on the value of the case in violation of the automatic stay (To urge Dulberg to settle the case for \$50,000 or less before June, 2016 and then to place an

upper limit of \$300,000 on the value of the case from July, 2016 onward.)

**c. To not allow the Dulberg PI case to go to trial**

- 11.** First, Allstate attempted to settle the case through Dulberg's attorneys Popovich and Mast in the 22nd Judicial Circuit Court (Exhibit 1, Exhibit 2a and 2b, Exhibit 3)
- 12.** Second, Allstate attempted to settle the case through Dulberg's attorney Balke in the 22nd Judicial Circuit Court (Exhibit 4, Exhibit 5a and 5b, Exhibit 6)
- 13.** Third, Allstate appeared as opposing counsel to Dulberg when Dulberg had no counsel and when Dulberg was told by the 22nd Judicial Circuit Court Judge Meyer that Dulberg had to file an appearance pro se or face a motion to dismiss. (Exhibit 7, Exhibit 8, Exhibit 9)
- 14.** Fourth, Allstate attempted to settle the case through the Baudins in the 22nd Judicial Circuit Court (Exhibits 10 through 18)
- 15.** The last 5 court transcripts listed in paragraph 3 (Exhibit 14 to Exhibit 18) describe when and how Allstate attorney Reddington and the Baudins crafted the binding mediation agreement (which is the third attempt Allstate made to settle the case through a third law firm claiming to represent Dulberg in a court with no jurisdiction over the PI case and while the case was under automatic stay).
- 16.** Records of Proceedings of 12LA178 from June 13, 2016 to August 10, 2016 provide clear evidence of:
  - a. Who** placed a \$300,000 upper cap on the value of the personal injury case
  - b. When** the agreement was made
  - c. Where** the agreement was made

The evidence was easily available to both Gooch and Clinton and Williams the entire time (in the Reports of Proceedings of the 'underlying' case 12LA178).

The \$300,000 upper limit was placed on the value of the PI case by: ***Allstate attorney Reddington and the Baudins.***

They first discussed the possibility of binding mediation: ***on or before June 13, 2016.*** They came to a "semi-agreement": ***by July 21, 2016.***

They had a full agreement and a date set for the binding mediation hearing: ***by August 10, 2016.***

The agreement was made: ***in 22nd Judicial Circuit Court***

- 17.** Who did the Baudins represent at the time when the Baudins agreed with Allstate to place a \$300,000 limit on recovery in the PI case? In whose interest or under whose authority did the Baudins

make the agreement? With whom did Allstate come to an agreement?

**18.** It was not until October 31, 2016 that the Baudins first received the authorization of the Federal Bankruptcy Court to “pursue the personal injury case” and to be retained as special counsel with their client being the bankruptcy estate (of which Dulberg was a beneficiary).

**19.** Allstate must have known that they were acting in violation of federal bankruptcy laws from November, 2014 onward.

**20.** As stated In re Enyedi, 371 B.R. 327, 334 (N.D. Ill. 2007):

“It is well established in case law that acts taken in violation of the automatic stay imposed under section 362(a) of the Bankruptcy Code are deemed void ab initio and lack effect. See Middle Tenn. News Co., Inc. v. Charnel of Cincinnati, Inc., 250 F.3d 1077, 1082 (7th Cir. 2001) (“Actions taken in violation of an automatic stay ordinarily are void.”); York Ctr. Park Dist. v. Krilich, 40 F.3d 205, 207 (7th Cir. 1994) (judgment issued against debtors without a modification of the automatic stay must be vacated); Matthews v. Rosene, 739 F.2d 249, 251 (7th Cir. 1984) (orders issued in violation of automatic stay provisions of Bankruptcy Code ordinarily are void); In re Benalcazar, 283 B.R. 514, (Bankr.N.D.Ill. 2002) (same); Garcia v. Phoenix Bond Indem. Co. (In re Garcia), 109 B.R. 335, 340 (N.D.Ill. 1989) (“[T]he fundamental importance of the automatic stay to the purposes sought to be accomplished by the Bankruptcy Code requires that acts in violation of the automatic stay be void, rather than voidable. Concluding that acts in violation of the automatic stay were merely voidable would have the effect of encouraging disrespect for the stay by increasing the possibility that violators of the automatic stay may profit from their disregard of the law, provided it goes undiscovered for a sufficient period of time.”). See also Hood v. Hall, 321 Ill.App.3d 452, 254 Ill.Dec. 470, 747 N.E.2d 510, 512 (2001) (“There is no question that judgments entered in violation of the automatic stay in bankruptcy are void ab initio . . . and that void judgments may be attacked at any time.”); Concrete Prod, Inc. v. Centex Homes, 308 Ill. App.3d 957, 242 Ill.Dec. 523, 721 N.E.2d 802, 804 (1999) (“[A]cts in violation of the section 362(a) automatic stay are void ab initio.”)”

**21.** All 5 depositions of Doctors in PI case 12LA178 do not have valid certification pages. 4 other depositions have certification pages with signatures that are not valid.(Exhibits 19, 20, 21, 22, 23)

**22.** Dulberg showed the Doctors depositions purportedly created by VAHL REPORTING SERVICE, LTD. to his current attorney Alphonse Talarico and was told they are not usable in court because they are not signed.

**23.** Dulberg tried several times over a 4 week period to contact the court reporting agency VAHL REPORTING SERVICE, LTD. to obtain legally sufficient certification pages of the 5 doctors depositions that have signatures of the court reporters but nobody called back.

**24.** On March 25 and 26, 2022 Dulberg’s counsel sent subpoenas for signatures to Margaret Orton and Paula Erickson.

- 25.** Around March 26, 2022 Dulberg talked with Michael Urbanski. Urbanski told Dulberg that he would contact Vahl Reporting.
- 26.** On March 26, 2022 Michael Urbanski emailed Dulberg with the subject: “Vahl Reporting” stating:  
“... I did forward all the information to Carrie Vahl. She now has your email address and I would hope would respond to your requests. ...”
- 27.** On March 28, 2022 at 7:44 AM a person going by the name of Carrie Vahl emailed Dulberg 5 signed certification pages.(Exhibit 24)
- 28.** Dulberg felt these could be forgeries or something else could be wrong. Dulberg forwarded the attached documents to his attorney.
- 29.** The company “Vahl Reporting” was not in good standing in the State of Illinois when these transactions were made. (Exhibit 25)
- 30.** On February 4, 2013 David Gagnon was deposed. The transcript as it was provided by Urbanski Reporting Services had a certification page signed by a person named “Maggie Margaret Orton”.
- 31.** On March 25, 2022 Margaret Orton was subpoenaed for 20 signatures and she provided 20 signatures on April 19, 2022. Omni Document Examination did an analysis of the signatures and issued a report.(Exhibit 26)
- 32.** On March 20, 2013 CAROLYN McGUIRE was deposed, WILLIAM McGUIRE was deposed, and MIKE McARTOR was deposed.
- 33.** The transcripts as they were provided by Urbanski reporting services had certification pages signed by a person named “Paula Ann Erickson”.
- 34.** On March 25, 2022 Paula Erickson was subpoenaed for 20 signatures. Omni Document Examinations did an analysis of the signatures and issued a report.(Exhibit 26)
- 35.** Allstate must have ordered at least some of Doctors depositions if not all of them.
- 36.** Allstate must have known there were no depositions of doctors with valid certification pages. Independent Medical Examiners working with Allstate claimed to have based their opinions on reading the depositions of Doctors. Allstate must have known that their IME reports were based on depositions of Doctors that did not have valid certification pages.
- 37.** Allstate attorney Accardo never had Gagnon answer the interrogatories that were sent by attorneys Mast and Popovich on October 3, 2012. Popovich and Mast never demanded that Allstate answer any interrogatory questions. There is no evidence the interrogatory questions from Dulberg to Gagnon were ever sent to opposing counsel. It is not possible that Allstate did not know that Gagnon’s



interrogatory questions were never answered.

**38.** Allstate attorney Accardo never filed an answer to the CROSS-CLAIM accusing Gagnon of negligence in Dulberg's injury. None of the 3 law firms claiming to represent Dulberg pointed this out to Dulberg or acted on it. They all knew Gagnon effectively admitted to negligence against Dulberg as of early March, 2013. (Exhibit 27)

**39.** It is not possible that Allstate attorney Accardo did not know that Allstate never filed an answer to the CROSS-CLAIM. It is not possible that Allstate did not know that their own client Gagnon effectively admitted negligence for Dulberg's injury as of early March, 2013.

**40.** In addition, Gagnon's deposition Exhibit 1 appears to be 2 papers spliced together to look like one paper.(Exhibit 28)

**41.** 5 different law firms retained by Dulberg all knew or should have known that Defendant Gagnon effectively admitted negligence for Dulberg's injury as of early March, 2013 when Allstate attorney Accardo did not file any answer to the CROSS-CLAIM because the information was contained in the common law record of 12LA178 and is easily available.

**42.** None of the 3 different PI Law Firms retained by Dulberg informed Dulberg that Defendant Gagnon effectively admitted negligence for Dulberg's injury as of early March, 2013. All 3 PI attorneys retained by Dulberg were opposing counsel to Allstate yet acted in ways that were favorable to Allstate. This took place when:

- a. the 22nd Judicial Circuit Court had no jurisdiction over PI case 12LA178 since November 2014
- b. Dulberg had no standing as plaintiff of the PI case 12LA178 in any court
- c. case PI case 12LA178 was under automatic stay
- d. Each of the three law firms retained by Dulberg acted as if they represented Dulberg as plaintiff in the 22nd Judicial Circuit Court

**43.** All 3 PI law firms retained by Dulberg seem to have been *collaborating with opposing counsel Allstate* when they did not inform their own client that the client of Allstate has admitted negligence for Dulberg's accident. Also, it is not possible to have all 5 depositions of doctors without certification pages without collaboration between opposing counsels. Each attorney must have known the others were engaging in unethical behavior and, according to the "Himmel Rule" has the duty to report what they knew.

**44.** It is in this context that Allstate appeared as opposing counsel in the 22nd Judicial Circuit Court (that did not have jurisdiction over the case) 18 times over more than 24 months and made 3 different



attempts to settle Dulberg's PI case (in violation of the automatic stay) with 3 different law firms claiming to represent Dulberg (who did not have standing as plaintiff). It is not possible that Allstate was not aware of these facts.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter Judgement denying DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT or allow Plaintiff to amend the complaint and grant such other relief as this Court deems just and proper.

Respectfully submitted, this 24th day of August 2023

By: /s/ Alphonse A. Talarico  
Alphonse A. Talarico

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

The below VERIFICATION BY CERTIFICATION PURSUANT TO SECTION 1-109 hereby applies to both, PLAINTIFF'S RESPONSE TO ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT and PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE. COMPANY'S AFFIRMATIVE, DEFENSES filed on 3/22/2023.

#### 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.

/s/ Paul R. Dulberg  
Paul R. Dulberg