
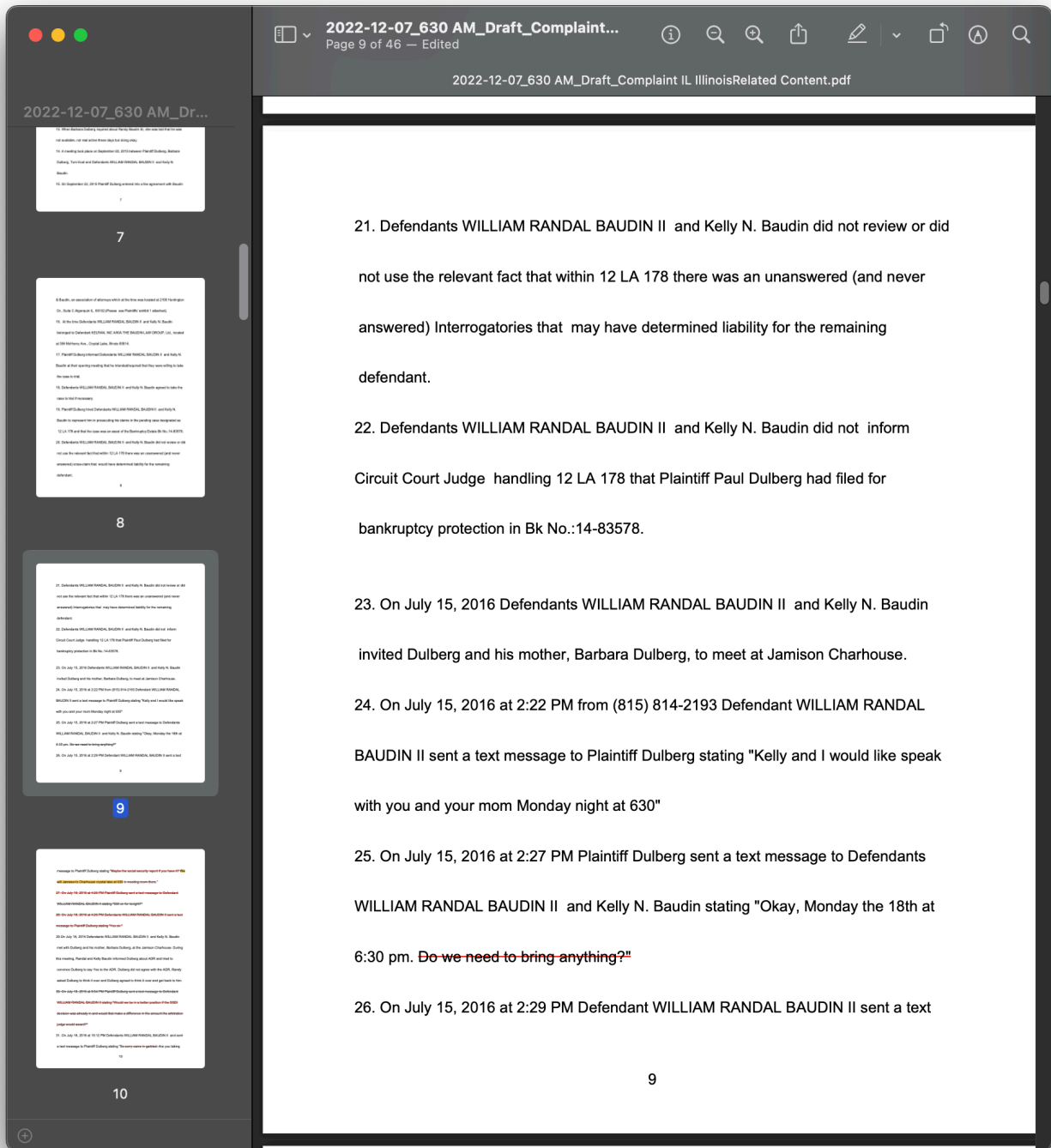
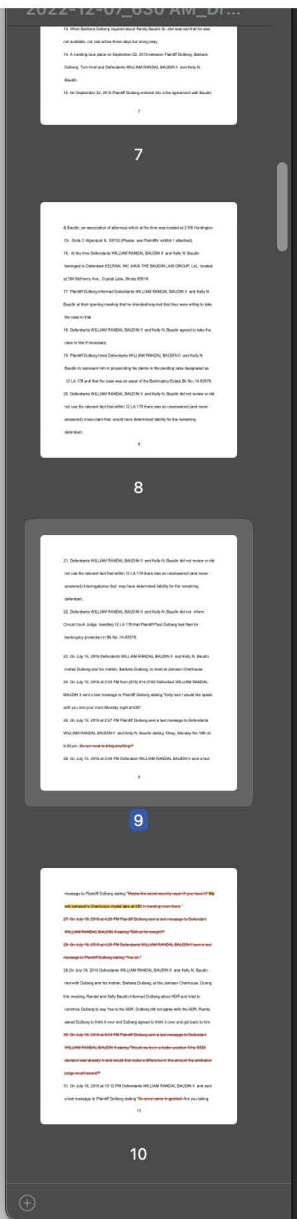


**From:** Paul Dulberg pdulberg@icloud.com   
**Subject:** Possible Edits to shorten complaint attached - lets talk about it  
**Date:** December 7, 2022 at 8:15 AM  
**To:** Alphonse Talarico contact@lawofficeofalphonsetalarico.com  
**Bcc:** Paul Dulberg pdulberg@icloud.com

PD





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.

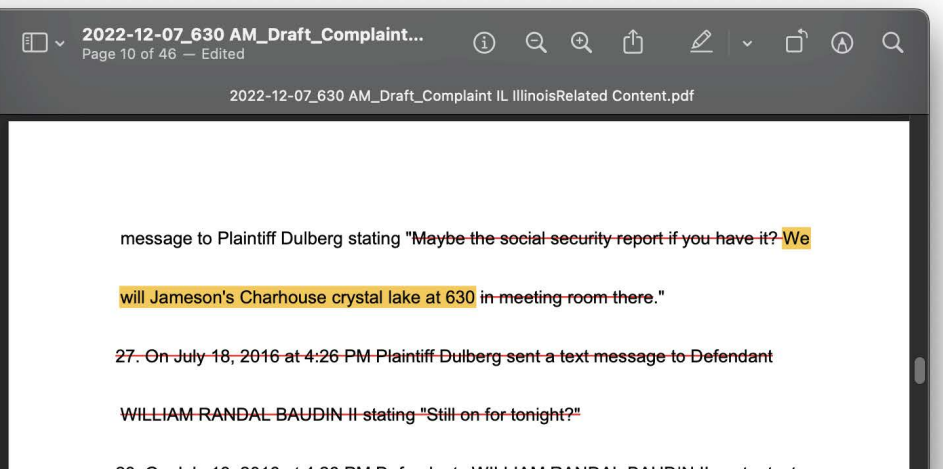
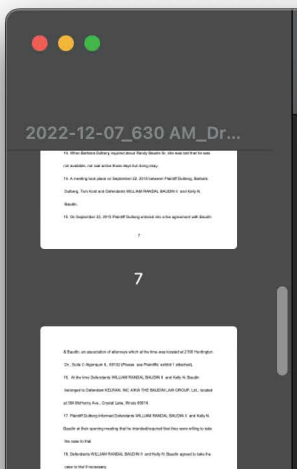
22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.:14-83578.

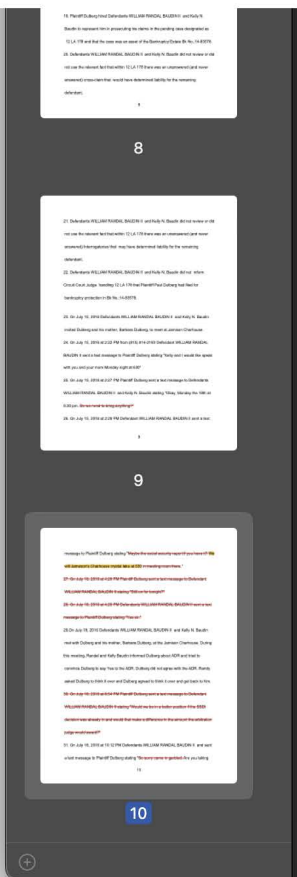
23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

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



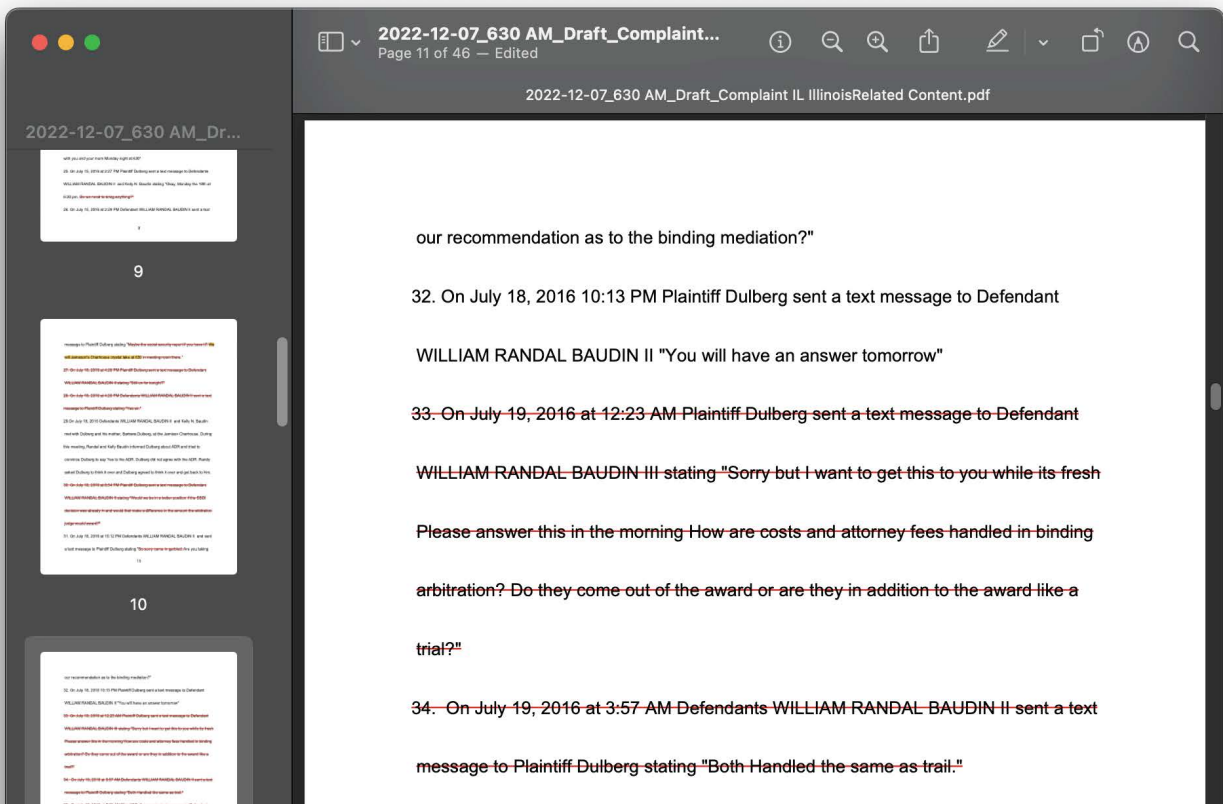


~~28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."~~

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

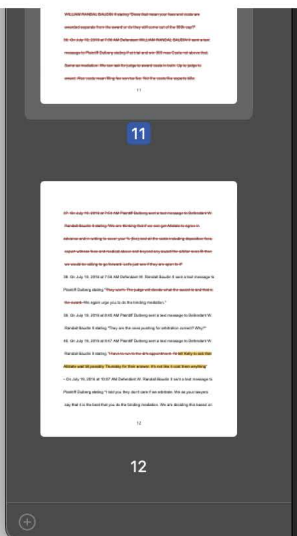


our recommendation as to the binding mediation?"

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?"

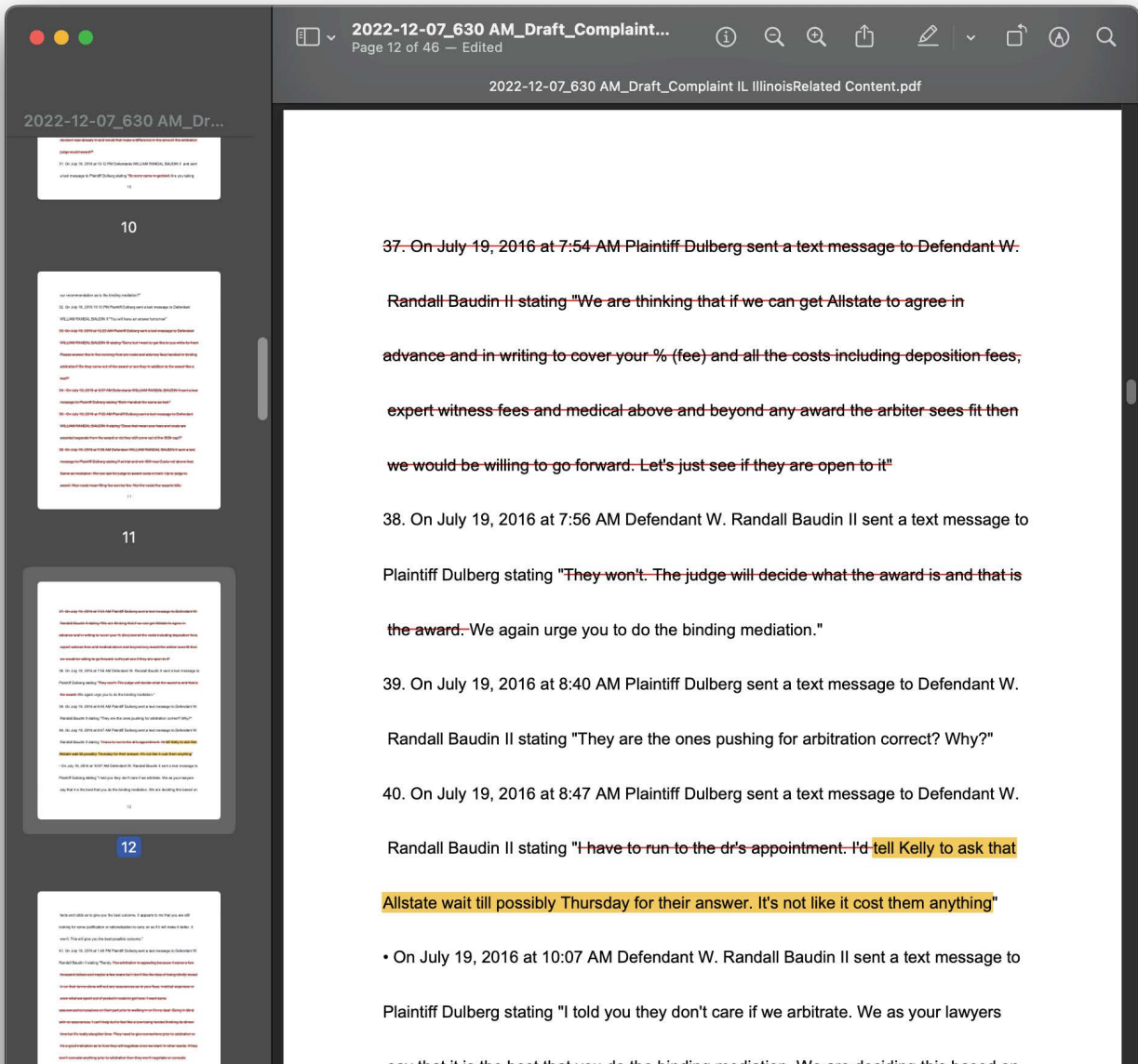
36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text

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.

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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.

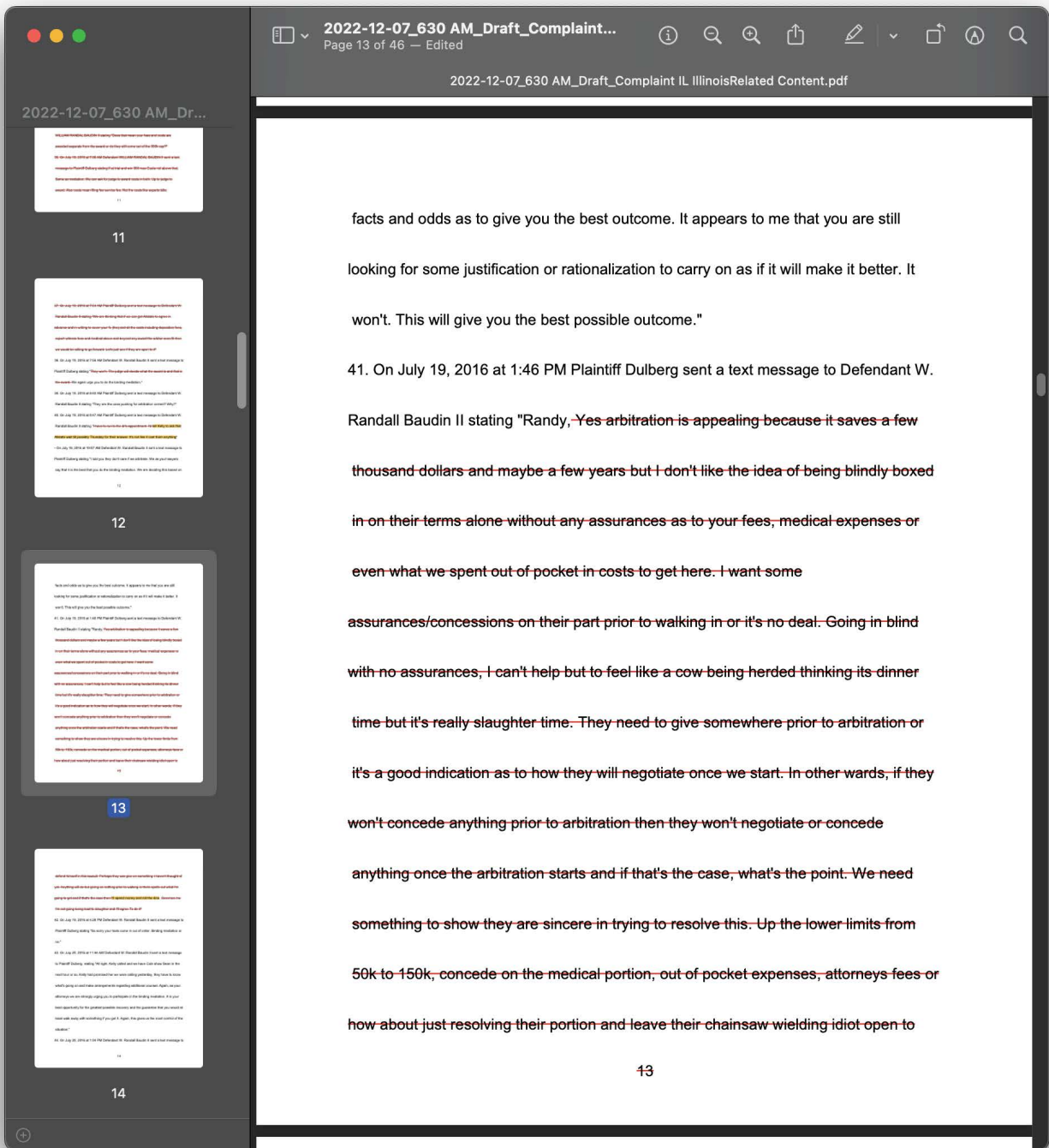
Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

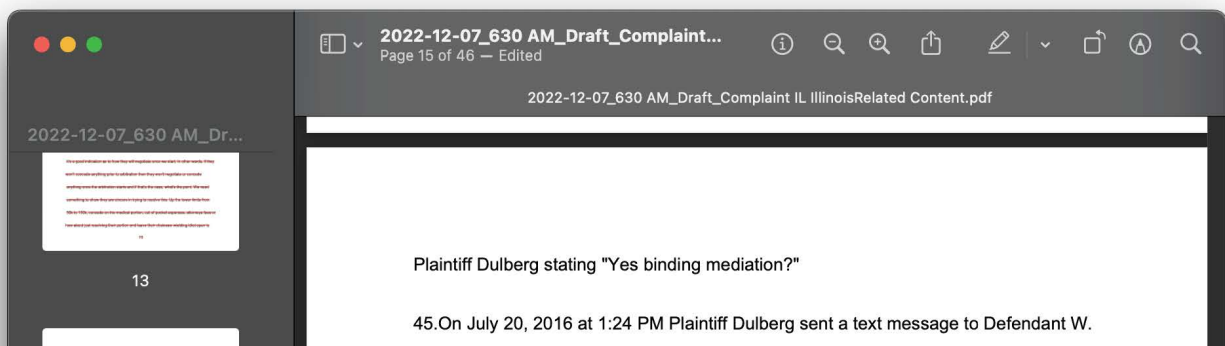
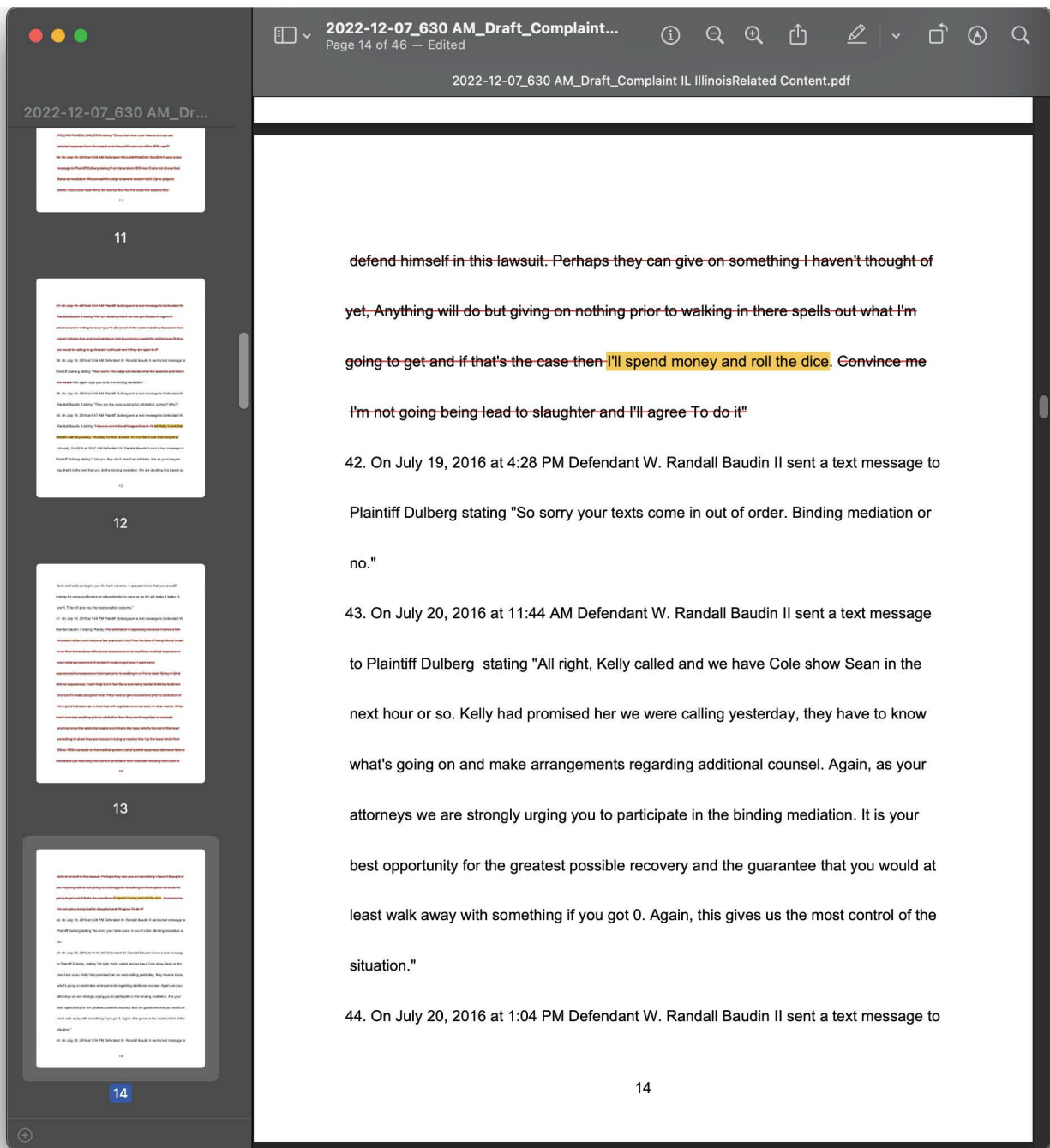
• On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to

Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers

sav that it is the best that you do the binding mediation. We are deciding this based on







information and the fact that I have not yet received a response from you regarding the matter. I am sorry to hear that you are not satisfied with the outcome of the case. 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

14

"I am sorry to hear that you are not satisfied with the outcome of the case. 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

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



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13. When Barbara Dulberg's inquired about Randy Baudin II, she was told that he was not available, but that another Baudin (likely Paul Dulberg) was doing okay.  
14. A meeting took place on September 22, 2016 between Plaintiff Dulberg, Barbara Dulberg, Two Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.  
15. On September 22, 2016 Plaintiff Dulberg entered into a fee agreement with Baudin.

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8 Baudin, an decoration of attorney which at the time was located at 2708 Huntington Dr., Suite C, Alhambra, CA, 91802 (Phone: 909-441-1111) (hereinafter "Baudin").  
16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KELLERMAN, INC. AND THE BAUDIN LAM GROUP, LLC, located at 184 Montgomery Ave., Crystal Lake, Illinois 60014.  
17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their meeting that he intended to sue them and 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.  
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.

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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

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message to Plaintiff Dulberg stating "Depends the actual meeting report if you have it" **with Jamison's Charhouse crystal lake at 630 in meeting room three.**  
27. On July 16, 2016 at 4:05 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"  
28. On July 16, 2016 at 4:05 PM Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin sent a text message to Plaintiff Dulberg stating "Yes sir".  
29. On July 16, 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. Randal asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.  
30. On July 16, 2016 at 6:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the USDC decision was already in and would that make a difference in the amount the arbitration judge would award?"  
31. On July 16, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin sent a text message to Plaintiff Dulberg stating "The way came to get back. Are you taking

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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





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13. When Barbara Dulberg's inquired about Kelly Baudin II, she was told that he was not available, but that within three days but doing okay.

14. A meeting took place on September 15, 2016 between Plaintiff Dulberg, Barbara Dulberg, Two Defendants WILLIAM RANDAL BAUDIN II and Kelly N Baudin.

15. On September 20, 2016 Plaintiff Dulberg entered into a fee agreement with Baudin.

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8 Baudin, an decoration of attorneys which at the time was located at 2708 Huntington Dr., Suite C, Alhambra, CA, 91802 (Phone: area Plaintiff's contact information).

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KELLERMAN, INC. ANA THE BAUDIN LAM GROUP, LLC, located at 184 Monterey Ave., Crystal Lake, Illinois 60014.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their meeting that he intended to request 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.

19. Plaintiff Dulberg filed 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.

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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 to 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

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Message to Plaintiff Dulberg stating "Maybe the need to bring anything?"

27. On July 15, 2016 at 2:29 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "What time for Monday?"

28. On July 15, 2016 at 2:30 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "There is."

29. On July 15, 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, Baudin 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. Baudin asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.

30. On July 15, 2016 at 2:34 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II stating "What time for Monday the 18th?"

31. On July 15, 2016 at 2:35 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "The same time as yesterday. Are you calling?"

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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.

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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?~~"

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2022-12-07\_630 AM\_Dr...

13. When Barbara Dulberg's inquired about Randy Baudin II, she was told that he was not available, but that another Baudin (likely Paul) was doing okay.  
14. A meeting took place on September 22, 2016 between Plaintiff Dulberg, Barbara Dulberg, Two Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.  
15. On September 22, 2016 Plaintiff Dulberg entered into a fee agreement with Baudin.

7

8 Baudin, an decoration of attorney which at the time was located at 2708 Highland Dr., Suite C, Alhambra, CA 91802 (Phone: see Plaintiff's exhibit 1 attached).  
16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant K2JIAN, INC. AKA THE BAUDIN LAM GROUP, LLC, located at 584 Monterey Ave., Crystal Lake, Illinois 60154.  
17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin of their meeting and that he intended to request 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 (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 oral of the Statutory Code 8b No. 14-83078.  
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 unannounced (and never answered) cross claim that would have determined liability for the remaining defendant.

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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 unannounced (and never answered) cross claim that would 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 2016 No. 14-83078.  
23. On July 18, 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 18, 2016 at 2:28 PM Plaintiff Dulberg and Kelly N. Baudin.  
BAUDIN II sent a text message to Plaintiff Dulberg stating "Today we'll meet the judge with you and your mother Monday night at 6:00".  
25. On July 18, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Today, Monday the 18th at 6:00 pm, I am unable to bring anything".  
26. On July 18, 2016 at 2:28 PM Defendant WILLIAM RANDAL BAUDIN II sent a text

9

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 Defendant 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.  
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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

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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."

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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."

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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









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Defendant was already in a bad mood that made a difference in the amount the arbitrator judge would award?

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10

our recommendation as to the binding mediation?"

32 On July 19, 2016 at 12:18 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 12:25 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "There but I want to get this for you while the fresh Please answer this in the morning However costs and attorney fees related to binding arbitration? Do they come out of the award or are they in addition to the award? How much?"

34 On July 19, 2016 at 5:07 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Don't mind all the same do that?"

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 \$50k cap?"

36 On July 19, 2016 at 7:08 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "I will tell you the \$50k more Cost will above that Same as mediation We can ask for judge to award costs to both. Up to judge to award How much more? Being for service fee. And the costs for expert testimony

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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"

• 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

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Here and only as to give you the best outcome. I agree to me that you are still looking for some justification or rationalization to carry on as if I will make it better. I want to give you the best possible outcome."

41 On July 19, 2016 at 1:48 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Thankly, Your arbitration is appealing because I want to have the award before and maybe a few years but I don't like the way of being totally forced for that because we will not any compensation for your fees. Instead expense of even what we agreed on of pushed to costs to get them to want some compensation on their part prior to mediation or to the court. Going to bind with me because I don't help to the fact that I am being forced to bind to the fact if I really disagree then they need to give some money prior to arbitration or if a good arbitration so to know they will negotiate some money in it or in reality if they want to accept anything prior to arbitration then they won't negotiate or provide anything until the arbitration starts and if that's the case what the point? We need something to show they are serious in being to negotiate this. Up to the court for the \$50k or 100k consider on the medical portion out of pocket expense attorney fees or have about paid meeting their portion and have their expenses adding told upon to

13

~~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"~~

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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"

• 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











