

2120 - Served

2121 - Served

2620 - Sec. of State

2220 - Not Served

2221 - Not Served

2621 - Alias Sec of State

2320 - Served By Mail

2321 - Served By Mail

2420 - Served By Publication 2421 - Served By Publication

Summons - Alias Summons

(03/15/21) CCG 0001 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Name all Parties

MICHAEL KOUMJIAN

Plaintiff(s)

v.

CHARLES LEE MUDD Jr. and MUDD LAW
OFFICES P.C.

Defendant(s)

411 S. Sangamon Street Suite 1B
Chicago, IL 60607

Address of Defendant(s)

Case No.

2021L006282

Please serve as follows (check one): ☐ Certified Mail ☐ Sheriff Service ☐ Alias

SUMMONS

To each Defendant:

You have been named a defendant in the complaint in this case, a copy of which is hereto attached. You are summoned and required to file your appearance, in the office of the clerk of this court, within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

THERE IS A FEE TO FILE YOUR APPEARANCE.

FILING AN APPEARANCE: Your appearance date is NOT a court date. It is the deadline for filing your appearance/answer. To file your appearance/answer **YOU DO NOT NEED TO COME TO THE COURTHOUSE**, unless you are unable to eFile your appearance/answer. You can download an Appearance form at <http://www.illinoiscourts.gov/Forms/approved/procedures/appearance.asp>. After completing and saving your Appearance form, you can electronically file (e-File) it with the circuit clerk's office.

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

Page 1 of 3

REMOVAL EXHIBIT A

Summons - Alias Summons

(03/15/21) CCG 0001 B

E-FILING: E-filing is now mandatory with limited exemptions. To e-File, you must first create an account with an e-Filing service provider. Visit <http://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider.

If you need additional help or have trouble e-Filing, visit <http://www.illinoiscourts.gov/faq/gethelp.asp> or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit www.illinoislegalaid.org.

FEE WAIVER: If you are unable to pay your court fees, you can apply for a fee waiver. For information about defending yourself in a court case (including filing an appearance or fee waiver), or to apply for free legal help, go to www.illinoislegalaid.org. You can also ask your local circuit clerk's office for a fee waiver application.

COURT DATE: Your court date will be sent to your e-File email account or the email address you provided to the clerk's office. You can also call or email the clerk's office to request your next court date. You will need to provide your case number OR, if unknown, the name of the Plaintiff or Defendant. For criminal case types, you will also need to provide the Defendant's birthdate.

REMOTE APPEARANCE: You may be able to attend this court date by phone or video conference. This is called a "Remote Appearance". Call the Circuit Clerk at (312) 603-5030 or visit their website at www.cookcountyclerkofcourt.org to find out how to do this.

Contact information for each of the Clerk's Office locations is included with this summons. The Clerk's office is open Mon - Fri, 8:30 am - 4:30 pm, except for court holidays.

To the officer: (Sheriff Service)

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than thirty (30) days after its date.

☉ Atty. No.: 24558

○ Pro Se 99500

Name: Thomas W. Gooch

Atty. for (if applicable):

Plaintiff

Address: 209 South Main Street

City: Wauconda

State: IL Zip: 60084

Telephone: 847.526.0110

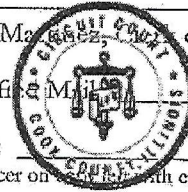
Primary Email: office@goochfirm.com

Witness date

6/21/2021 12:00 AM IRIS Y. MARTINEZ

Iris Y. Martinez, Clerk of Court

☐ Service by Certified Mail
☐ Date of Service: (To be inserted by officer on summons with employer or other person)



Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

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REMOVAL EXHIBIT A

FILED DATE: 6/21/2021 12:00 AM 2021L006282

GET YOUR COURT DATE BY CALLING IN OR BY EMAIL

CALL OR SEND AN EMAIL MESSAGE to the telephone number or court date email address below for the appropriate division, district or department to request your next court date. Email your case number, or, if you do not have your case number, email the Plaintiff or Defendant's name for civil case types, or the Defendant's name and birthdate for a criminal case.

CHANCERY DIVISION

Court date EMAIL: ChanCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5133

CIVIL DIVISION

Court date EMAIL: CivCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5116

COUNTY DIVISION

Court date EMAIL: CntyCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5710

**DOMESTIC RELATIONS/CHILD SUPPORT
DIVISION**

Court date EMAIL: DRCourtDate@cookcountycourt.com
OR
ChildSupCourtDate@cookcountycourt.com
Gen. Info: (312) 603-6300

DOMESTIC VIOLENCE

Court date EMAIL: DVCourtDate@cookcountycourt.com
Gen. Info: (312) 325-9500

LAW DIVISION

Court date EMAIL: LawCourtDate@cookcountycourt.com
Gen. Info: (312) 603-5426

PROBATE DIVISION

Court date EMAIL: ProbCourtDate@cookcountycourt.com
Gen. Info: (312) 603-6441

ALL SUBURBAN CASE TYPES

DISTRICT 2 - SKOKIE

Court date EMAIL: D2CourtDate@cookcountycourt.com
Gen. Info: (847) 470-7250

DISTRICT 3 - ROLLING MEADOWS

Court date EMAIL: D3CourtDate@cookcountycourt.com
Gen. Info: (847) 818-3000

DISTRICT 4 - MAYWOOD

Court date EMAIL: D4CourtDate@cookcountycourt.com
Gen. Info: (708) 865-6040

DISTRICT 5 - BRIDGEVIEW

Court date EMAIL: D5CourtDate@cookcountycourt.com
Gen. Info: (708) 974-6500

DISTRICT 6 - MARKHAM

Court date EMAIL: D6CourtDate@cookcountycourt.com
Gen. Info: (708) 232-4551

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

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REMOVAL EXHIBIT A

FILED
6/21/2021 12:00 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
13739166

**THE UNITED STATES OF AMERICA
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COOK COUNTY – LAW DIVISION**

MICHAEL KOUMJIAN,

Plaintiff,

v.

CHARLES LEE MUDD Jr.
and MUDD LAW OFFICES P.C.,

Defendant.

No.: 2021L006282

Plaintiff hereby demands a trial by jury
of twelve (12) persons.

**COMPLAINT AT LAW
LEGAL MALPRACTICE**

NOW COMES your Plaintiff, MICHAEL KOUMJIAN, (hereinafter also referred to as “KOUMJIAN”) by and through his attorneys, THE GOOCH FIRM, and as and for his Complaint against CHARLES LEE MUDD JR, and MUDD LAW OFFICES P.C., (hereinafter also collectively referred to as “MUDD”) and as and for his Complaint states as follows:

1. That Your Plaintiff, is presently a resident of Stoneham, Massachusetts, however at the time of retention of the Defendant MUDD as set forth below, was a resident of Ramsey, New Jersey and was employed as a pilot at that time for Express Jet Airlines Inc. At the aforesaid time, Your Plaintiff was undergoing training with Express Jet Airlines Inc. and the underlying matter herein, relates to that training.
2. CHARLES LEE MUDD JR. is the principal of MUDD LAW OFFICES P.C., and therefore all allegations of wrongdoing against CHARLES LEE MUDD JR. constitutes wrongdoing by MUDD LAW OFFICES P.C., based on vicarious liability.

3. CHARLES LEE MUDD JR. is a licensed attorney in the State of Illinois and was so licensed at all times relevant to the allegations in this Complaint.
4. MUDD LAW OFFICES P.C. claims to constitute its practice on “space, internet, creatives, intellectual property and startups”. Presumably, that concentration includes litigation or may well only be limited to defamation, a fact never disclosed to KOUMJIAN.
5. During his training with Express Jet Airlines Inc. KOUMJIAN was the victim of ethnic discrimination and harassment, and having complained of it he was discharged from his employment at Express Jet Airlines Inc. The aforesaid harassment was by a fellow pilot who was harassing KOUMJIAN because of his ethnic origins and making derogatory comments regarding his ethnicity.
6. Following his wrongful termination in a retaliatory fashion, he consulted with MUDD and sought MUDD’s advice on bringing an action for retaliatory discharge, due to his complaints regarding the harassment, and consulted regarding filing the appropriate actions in Federal Court for that discharge.
7. That at the time of the retainage on September 19, 2018, which was in writing and is attached hereto as Exhibit A, there was sufficient time to file the appropriate EEOC complaint against Express Jet Airlines Inc.
8. However, MUDD discouraged KOUMJIAN from pursuing a wrongful termination case and instead recommended to him that he pursue a complaint for defamation against Express Jet Airlines Inc. At the time of the retainage on September 19, 2018 sufficient time remained on the statute of limitations to bring a case for defamation.

9. MUDD demanded and received, pursuant to the retainer agreement, \$10,000.00 to represent KOUMJIAN. As part of the retainage MUDD impliedly agreed to conform his acts and actions to the standard of care then in effect and enforced for lawyers practicing law in the State of Illinois. The standard of care is best defined as taking such actions as a reasonable attorney would take under similar circumstances and utilizing the skill, care and knowledge in those actions in the same or similar geographic area as KOUMJIAN's case. For the reasons set forth below, MUDD repeatedly breached the standard of care.
10. MUDD should have realized that a fair case could be documented against Express Jet Airlines Inc., for a retaliatory discharge and termination of employment for making a complaint for the ethnic harassment he was suffering at the hands of another employee, or for wrongful termination. MUDD should have also recognized that the cause of action available to KOUMJIAN, was defamation rather than tortious interference in a business relationship or expectancy.
11. In any event, even when defamation should have been pursued, MUDD, by April of 2019, had violated the statute of limitations for defamation and then announced to KOUMJIAN that the better cause of action was tortious interference.
12. That during a year and a half period, MUDD did little or nothing except evidently, evaluate the claims and it was not until 2020, when MUDD finally informed KOUMJIAN that if he could not pay more money, MUDD would withdraw from representation and in fact did withdraw, on or about April 2, 2020.
13. On May 7, 2019, after the statute of limitations for defamation had expired and after representing KOUMJIAN since September 19, 2018, MUDD sent what was "very

rough draft of Complaint” to KOUMJIAN. However, the Complaint was not for defamation as the statute had already expired, but for the cause of action MUDD had now recommended it being tortious interference based on a completely different set of facts relating to Express Jet Airlines Inc.’s activities after firing KOUMJIAN, and really was no basis for a cause of action. MUDD at no time had informed KOUMJIAN, that the statute of limitations for defamation had expired and that he had failed to file the cause of action. By this time, any possibility of filing a EEOC complaint had also expired and with it the right to file the appropriate cause of action for wrongful termination of employment.

14. KOUMJIAN complied in all ways with the terms and conditions of the retainer agreement, until further payments to MUDD were excused by MUDD negligent conduct.
15. MUDD breached the aforesaid retainer agreement, by negligently breaching the standard of care in the following ways and respects:
 - (a) Failed to properly advise KOUMJIAN that he should pursue a case for retaliatory discharge against Express Jet Airlines Inc. or refer him to an attorney who was experienced in that area of the law and capable of filing such a complaint.
 - (b) Allowed the statute of limitations to expire on a defamation complaint, if such a complaint is at all possible.
 - (c) Failed to diligently investigate and pursue all causes of action that may have been available to KOUMJIAN.
 - (d) Failed to appropriately keep KOUMJIAN apprised of exactly what MUDD was doing and the time being spent on KOUMJIAN’s matter.
 - (e) Failed to appropriately utilize his time and resources, to investigate the cause of actions available promptly and quickly against Express Jet Airlines Inc. and file suit within the statute of limitations.

(f) Unfairly created a retainer agreement which allowed MUDD to keep KOUMJIAN's retainer, as "security" and immediately began billing KOUMJIAN for more money, demanding immediate payment, under threat of withdrawal.

(g) Withdrew at a time when whatever cause of action might still survive, if it were even valid, could not be properly prepared and filed within the statute of limitations.

(h) Failed to account properly as to how KOUMJIAN's retainer was spent, in as much as MUDD did little or nothing on the claim but analyze.

(i) Otherwise breached the aforesaid retainer agreement in various ways.

16. That KOUMJIAN's future as an airline pilot would have netted him substantial income on a yearly basis and based on his age, that total income could well exceed \$2,000,000.00.

17. That a cause of action for wrongful termination, when proven, would have resulted in the judgment in the amount of loss income including benefits, amongst other items of compensatory damage and/or incidental damage, all in the excess of the sum of \$2,000,000.00.

18. But for MUDD's failure to properly analyze and file such an employment claim (retaliatory discharge), KOUMJIAN would have and should have received the aforesaid sizable verdict in a wrongful termination case. MUDD's actions in pushing KOUMJIAN to MUDD's opinion of defamation as being the proper cause of action, simply based on MUDD's experience with defamation, is a further breach of the standard of care and directly caused the aforesaid damages.

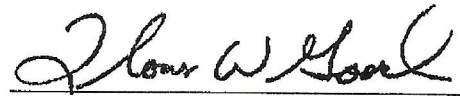
19. Even if there was a claim for defamation, the failure to file it within the statute of limitations was fatal to KOUMJIAN and resulted in the same amount of damages.

20. Further, the retainer paid by KOUMJIAN, was improperly held by MUDD and should be returned to KOUMJIAN by MUDD.

21. All of the aforesaid damages as described above were proximately caused by MUDD due to the wrongful conduct of MUDD as set forth in this Complaint.


WHEREFORE your Plaintiff, MICHAEL KOUMJIAN prays this Honorable Court enter judgment on such verdict as a jury of twelve shall return, together with cost of suit and such other relief as may be just and appropriate.

Respectfully submitted on behalf of
Plaintiff, MICHAEL KOUMJIAN,
by and through his attorneys, THE
GOOCH FIRM,



Thomas W. Gooch

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



Thomas W. Gooch

THE GOOCH FIRM

Thomas W. Gooch, III

ARDC/Attorney #: 3123355/24558

Sabina D. Walczyk

ARDC/Attorney #: 6315819/58209

209 S. Main Street

Wauconda, IL 60084

office@goochfirm.com

Charles Lee Mudd Jr.
Principal
clm@muddlaw.com

MUDD LAW OFFICES

A PROFESSIONAL CORPORATION

STARTUPS | INTERNET | CREATIVES | DEFAMATION | SPACE

CHICAGO (MAIN OFFICE)
3114 West Irving Park Road
Suite 1W
Chicago, Illinois 60618
773.588.5410 Telephone
773.588.5440 Facsimile

19 September 2018

ATTORNEYS

Principal
Charles Lee Mudd Jr.*

Associates
Michelle A. Kuipers†
Jennifer Orrison**
Jason Schultz~

Of Counsel
Anne Chestney Mudd†
Katie Sunstrom ††

Admitted Key:
* IL, IN, CT, UT
~ IL, CO, WI
† IL
†† TX
** UT

BY ELECTRONIC DELIVERY ONLY

Mr. Michael Koumjian
112 Route 17 North
Ramsey, New Jersey 07446
michaelkay724@yahoo.com

**Re: Initial Letter Confirming Representation
Defamation of Character
ExpressJet Airlines, Inc.**

HOUSTON
1100 NASA Parkway
Suite 420L
Houston, Texas 77058
713.588.0168 Telephone
713.583.0336 Facsimile

PARK CITY
311 Main Street
PO Box 1553
Park City, Utah 84060
435.640.1786 Telephone
435.603.1035 Facsimile

Dear Michael:

Thank you for engaging Mudd Law Offices (the "Firm") to provide legal services on your behalf. I enjoyed speaking with you and confirming the scope of the Firm's representation. Based on my discussion with you, it is my understanding that you would like the Firm to represent you and your interests (collectively, "you" and "your") with respect to the matter discussed below. This letter will set forth the basic terms upon which you have engaged the Firm to represent your interests in connection with this matter, including the anticipated scope of services and the billing policies and practices that will apply to the representation.

1. Scope of Engagement. In general, you have requested that the Firm represent your interests with respect to defamatory statements being made about you by one or more individuals at your previous employer, ExpressJet Airlines, Inc. ("ExpressJet"). I recommend and you have agreed to proceed in stages.

For Stage One, the representation shall involve pre-litigation efforts to resolve the dispute. This representation may include, but not be limited to, communications and consultation with you; review of documentation; research; assessing the viability of claims; drafting and sending a demand letter on your behalf; communications with the parties and/or their counsel; settlement discussions; and, other related matters.

Should the matter not be resolved in Stage One, should viable claims exist, and should you wish to proceed with litigation, we shall proceed to Stage Two. This representation may include, but not be limited to, the foregoing activities as well as filing an appearance and complaint on your behalf in state or federal court; developing litigation strategy; drafting, responding to, and completing discovery; drafting and arguing motions as well as opposition to motions; appearing in court for hearings; communications with third parties and/or their counsel; trial; and, other related matters.



MK

You first agreed to this representation as of the date you sign this letter.

2. Billing Policies and Procedures. We agree that the Firm shall bill for my services on this matter on an hourly basis at the rate of \$475.00 per hour (please note that billable time includes telephone conversations and email communications) that shall be billed in 1/10ths of an hour. This rate is confidential and reduced from my standard billing rate of \$475.00 per hour. The Firm shall bill for additional staff at the rates identified in Section 5 below.

You also agree to pay all costs, expenses and fees incurred on your behalf or to your benefit including, but not limited to, the fees incurred by staff (eg filing fees, travel, postage, printing, etc.). For some large expenses, invoices from certain vendors will be billed to the Firm. Regardless, you acknowledge your responsibility for all such expenses and agree to pay them whether such expenses are included on our invoice or whether we forward the vendor's invoice directly to you. In some cases, we shall require written approval from you before incurring such expenses. You further agree that some expenses shall require amounts paid prior to the expenses being incurred (eg filing fees).

The Firm shall submit to you at the end of each month or shortly thereafter a statement including all billable time and any costs, expenses or fees incurred on your behalf. You shall be responsible for paying/remitting to the Firm 100% of all costs, expenses and fees within fifteen (15) days of the invoice date. Further, absent any questions or comments about the invoice within fifteen (15) days of the invoice date, all invoices and entries therein shall be deemed accepted and agreed upon.

The Firm shall also require an initial retainer in the amount of \$10,000.00. The amount of the retainer should not be viewed as an estimate of the total amount of fees. This retainer shall be treated as a security deposit. This means that we do not bill against the retainer. You must pay the amount of each monthly invoice in addition to the retainer. Assuming all invoices have been paid, the retainer will be returned to you at the end of the representation.

We do accept credit cards. Where a credit card is used to pay a retainer, there will be a processing fee as described below in Section 3. This processing fee would be placed on one of your first invoices. Should you pay the retainer through Right Signature when you sign this engagement letter, the processing fee shall be withdrawn from your retainer by Right Signature such that the amount deposited in your trust account shall be slightly less than the amount paid. The firm may include the processing fee on an invoice to return the retainer to the full amount or not, in its sole discretion.

The Firm's retainer amounts have been purposefully set low to facilitate our clients being able to move forward with protecting their interests and pursuing wrongs against them. However, you need to know that litigation can and often will be expensive. The total expenses will most likely exceed the amount of the retainer. We do not want our clients to mistakenly presume that the lower retainers indicate the total amount of expenses.

If the billing in any one month appears likely to substantially exceed the retainer, the Firm

reserves the right to request that you supplement the retainer in an additional amount not to exceed the value of the retainer itself.

As a reminder, we do not bill against the retainer.

Should payment on any invoice not be received within fifteen (15) days of the invoice date, the Firm reserves and you grant it the right to withdraw funds from your retainer to cover the outstanding past due balance on the invoice. You would then be required to supplement the retainer to its original balance. Additionally, invoices not paid accordingly *may* incur late penalties of 1.5% per month (18% APR).

Further, unless this Firm's statements are paid within fifteen (15) days of the statement date, the Firm reserves the right to suspend all activities and efforts on your behalf upon written notice to you until either (a) payments on any unpaid invoice(s) has been made or (b) the retainer has been supplemented to its original balance. Where litigation has been filed on your behalf, the Firm also reserves the right in such circumstances to obtain leave to withdraw as counsel of record in any pending case.

You agree to pay all legal fees (including attorney and paralegal fees), costs, and expenses which we may incur as a result or consequence of your failure to timely pay our invoices and/or statements including, without limitation, attorney and paralegal fees, costs, and expenses if we represent ourselves *pro se* for the collection of the outstanding balances due to us from you.

Upon completion of the representation and/or at the time any final documents are delivered to you, the Firm shall send to you a final invoice. Any final invoice may be charged against the retainer, with any remaining funds from the retainer (if any exist) returned to you, provided no additional matters remain open. Obviously, should the final invoice exceed the retainer, you will be required to remit payment in the amount exceeding the value of the retainer immediately upon receipt of the statement.

3. Specific Expenses. With respect to certain specific expenses, you acknowledge agreement to the following:

a. Computer Research. The Firm does not charge clients for the use of its internal work product retrieval system. However, clients are charged for computer-assisted research at rates that we establish based on any agreement that we have with the applicable vendor (including, but not limited to, Lexis and PACER) and our associated risks in entering into long-term usage contracts.

b. Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without any markup. You authorize us to incur mail and postage expense without authorization.

c. *Processing Fees.* If you choose to use a credit card to pay an initial retainer, you will be assessed a processing fee of approximately between 2-4% in addition to the retainer. If you use our automated method through Right Signature, this amount will be deducted before your retainer reaches our bank account. As such, your retainer will begin slightly less than the full amount submitted. Alternatively, if you call us to make the payment by credit card, the fee will typically appear on your first invoice. If you choose to use a credit card to pay an invoice, there will not be any processing fee. Likewise, if you choose to use a credit card to pay a flat fee, there will not be any processing fee.

d. *Telecommunications.* The Firm does not charge for local or domestic long distance phone calls, or electronic mail transmissions. Clients may be charged international long distance rates at rates based on agreements we have with the vendor and our associated risks in entering into long-term usage contracts. The Firm reserves the right to set a rate approximating the average cost per minute based on such rates.

e. *Travel.* The Firm charges for time spent in travel in addition to travel expenses. Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates.

4. *Security Interest.* You hereby grant to the Firm a security interest in all retainers and/or advances paid to this firm from time to time and upon any recovery obtained in any action, arbitration, special proceeding, settlement or negotiations, which shall be in addition to any other statutory or common law lien, whether now existing or hereafter arising. This security interest shall be limited to the amount of any outstanding legal fees (attorney's fees, paralegal fees, and other fees for support personnel) and expenses that have been billed and/or incurred.

5. *Other Assistance Intra-Firm.* The Firm may from time to time assign work to our office assistants/paralegals as well as our associate attorneys and *of counsel* attorneys. Should any matter require assistance by office assistant/paralegal or associate/*of counsel*, we agree that you provide the Firm with the authority to obtain assistance from these individuals, subject to the same billing terms specified above, at the rate of \$475.00 per hour or lower for *of counsel*; \$225.00 to \$275.00 per hour for associates depending on experience; \$175.00 per hour for summer associates/law clerks/social media strategists; and the rate of \$125.00 per hour for office assistant/paralegal. The Firm reserves the right to modify its rates (including my rates specified in Section 2) as necessary on an annual basis. **Typically, the rates increase as of January 1 of each year.**

6. *Outside Consultants.* We do not see the need for outside consultants or experts at this time. Should this change, we will discuss any need with you prior to taking any action in this regard.

7. General Responsibilities of Attorney and Client. The Firm will provide the above-described legal services for your benefit, for which you will be apprised of developments as necessary to perform the Firm's services. The Firm will consult with you as necessary to ensure the timely, effective and efficient completion of work on your behalf.

We understand that you will communicate with the Firm; will provide the Firm with such actual information and documents as it requires to perform these services; will be straightforward, honest, and truthful with the Firm; will cooperate with counsel to effectively work on your behalf; will make any business or technical decisions and determinations as are appropriate to facilitate the completion of the Firm's services on your behalf; and will make all payments on invoices in a timely manner, all in accordance with the procedures described above.

The Firm cannot and does not make any guarantees, promises or representations as to any particular outcome. You also understand that the Firm cannot and does not make any representations as to the amount of time that will be involved in representing your interests. Any general statements about the time involved in specific items of work represent nothing more than general statements without reference to your particular circumstances. Litigation is inherently unpredictable given the number of diverse parties involved (adverse parties, court, jury, opposing counsel). Nothing in this engagement letter shall be construed as such a guarantee, promise or representation.

8. Facsimile and Electronic Signatures. We agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

9. Internet Communications. The Firm may be asked to use electronic mail and the Internet as a means for communicating about matters concerning your representation. You understand that electronic mail and Internet communications can be unsecure and, although unlikely, subject to interception. Despite this, to facilitate your representation, you approve the Firm's use of electronic mail and Internet communications during its representation unless and until you instruct the Firm otherwise. Should you wish any communications sent encrypted through PGP, you need to obtain a PGP public key and provide us with either the associated email address or Key ID to find your PGP public key. We send encrypted communications upon request and as a courtesy. However, the Firm shall not be liable to you or any third party for any failure to do so.

10. Communication with Parties. You understand that I recommend that you do not speak with any adverse party about this matter. In some states, particularly in Illinois, oral settlements can be enforced in certain circumstances. I request that you inquire of me before speaking to anyone other than your immediate family and other legal counsel about this matter. Further, you should not engage in written communications regarding this matter with any party other than your legal counsel.

11. Document Retention. All work-product created in the course of the representation remains property of the Firm. You shall have reasonable access to pertinent documents. The Firm shall retain documents relating to the representation for a period of no

less than three (3) years after the completion of the representation. The Firm shall be permitted to dispose of documents relating to any representation after a period of three (3) years following the completion of the representation. It is your responsibility to request such documents from the Firm prior to that date if you wish to retain them.

12. Termination. You have the unqualified right to terminate representation at any time. Should you choose to terminate the Firm's services, the Firm asks that you do so in writing. In addition, the Firm reserves the right to withdraw from representation, if ethically permissible, for reasons of nonpayment, lack of cooperation, any misrepresentations made to the firm, breach of any terms of this engagement letter, or other matters that make it difficult to provide adequate representation and/or maintain the ethical integrity required by applicable rules, regulations and statutes. The termination of our services, by you or our firm, does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

13. Conflicts. You have not advised the Firm, nor is it aware of, any conflicts of interest between it, you and/or any adverse parties that would prevent the Firm from representing your interests. However, the Firm reserves the right to withdraw from our representation of you should any such conflict arise in the future. We have made clear, and you understand, that the Firm cannot take any position adverse to United Airlines or any of its parent or subsidiary companies. From our understanding, this would not include ExpressJet.

14. Disclosure. You understand that Privacy Resolutions P.C. is a professional corporation licensed to practice law in the State of Illinois that also operates under the name of Mudd Law and/or Mudd Law Offices and has previously operated under the name of Law Offices of Charles Lee Mudd Jr. It is also licensed to do business in Utah.

15. Expiration of Engagement Letter. This engagement letter and the offer of representation shall terminate five (5) days from the date of this letter should the Firm not receive a signed engagement letter and retainer prior to that date.

16. Preservation of Evidence. It is essential that you preserve any documents, electronic or otherwise, that have relevance to the anticipated, active, and/or potential litigation. As for any original non-electronic documents, you must collect these and deliver them to the Firm's Chicago office. As for any electronic documents you may possess (emails, word documents, letters), please identify the relevant documents and either send or print copies of them for our review. Depending on the nature of the claims and evidence, you may be required to have created a forensic image of any relevant hard drives at issue. Should you have questions about the scope of this preservation, please let me know. Given that there exists an obligation to preserve evidence in certain circumstances, you must perceive our instruction to preserve relevant evidence as an obligation and not a recommendation.

17. Acknowledgement. By signing below, you acknowledge that you have reviewed the terms of this agreement and agree that the terms accurately reflect the attorney-client relationship between you and the Firm.

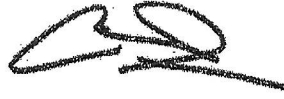
18. Corporate Authorization. Any individual(s) signing below on behalf of a corporation expressly represents that he/she/they have authority to engage and enter into this agreement for representation on behalf of the corporate entity for which they sign.

I am, of course, honored that you have asked me and the Firm to provide you with legal representation. Should you wish to discuss any matter relating to this legal representation, please do not hesitate to call me directly.

While ordinarily I might prefer to choose a less formal method of confirming the terms of my engagement than a written statement such as this, it has been my experience that a letter such as this is useful both to me and to the client. Moreover, in certain circumstances, I am required by law to memorialize these matters in writing. In any event, I would request that you review this engagement letter carefully and, if it comports with your understanding of our respective responsibilities, that you so indicate by signing in the appropriate location below and providing me with a complete copy of the signed engagement letter (should you sign the engagement letter through Right Signature, the Firm shall electronically receive a copy immediately upon completion of all required signatures). Obviously, if you have any questions concerning these matters, please let me know promptly before signing this engagement letter.

I look forward to working with you. Thank you for selecting me and my Firm. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Charles L. Mudd Jr.

CLM/sjm

I have read the foregoing eight (8) pages and ACCEPT AND AGREE to the terms and conditions thereon.

Mr. Michael Koumjian



Mr. Michael Koumjian

Dated:

09/19/2018

1910 - No Fee Paid

1919 - Fee Paid

Jury Demand

(Rev. 12/01/20) CCG 0067

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

LAW

DEPARTMENT/ FIRST DISTRICT

FILED
6/21/2021 12:00 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL

MICHAEL KOUMJIAN

v.

CHARLES LEE MUDD Jr. and MUDD LAW OFFICES P.C.

No. 2021L006282

JURY DEMAND

The undersigned demands a jury trial.


(Signature)

☐ Atty. No.: 24558

Name: Thomas W. Gooch

Atty. for: Plaintiff

Address: 209 South Main Street

City/State/Zip: Wauconda, IL 60084

Telephone: 847.526.0110

Primary Email: office@goochfirm.com

Dated: 6/18/2021

IRIS Y. MARTINEZ, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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REMOVAL EXHIBIT A